AGENDA

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS

REGULAR MEETING
9:00 A.M. – MAY 21, 2026

BOARD CHAMBERS, SOUTHERN NEVADA WATER AUTHORITY
100 N. CITY PARKWAY, SEVENTH FLOOR, LAS VEGAS, NEVADA

Board of Directors
Marilyn Kirkpatrick, Chair
Dan Stewart, Vice Chair
Scott Black
Olivia Diaz
Jim Gibson
Justin Jones
Steve Walton

John J. Entsminger,
General Manager

Date Posted: May 14, 2026

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) 822-8317 least 24 hours prior to the meeting.

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

Southern Nevada Water Authority	*Las Vegas Valley Water District*
100 N. City Parkway, Suite 700	1001 S. Valley View Boulevard
Las Vegas, Nevada	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 www.snwa.com for Southern Nevada Water Authority agenda postings, copies of supporting material, and approved minutes. To receive meeting information, contact the Agenda Coordinator at (702) 822-8317, 1001 S. Valley View Blvd., Las Vegas, NV 89153, 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. Public comment can also be provided in advance of the meeting and submitted to publiccomment@snwa.com. Public comment received through May 20, 2026, will be included in the meeting's minutes.

ITEM NO.

1. *For Possible Action:* Approve agenda with the inclusion of tabled and/or reconsidered items, emergency items and/or deletion of items, and approve the minutes from the meetings of April 13, 2026, and April 16, 2026.

CONSENT AGENDA

Items 2 – 4 are routine and can be taken in one motion unless a Director requests that an item be taken separately.

2. *For Possible Action:* Ratify the approval of a cooperative agreement between the Bureau of Land Management and the Authority to receive funding for Las Vegas Wash Restoration Activities in the amount of $1,048,553 and authorize the General Manager to approve future modifications if the future modifications do not fiscally impact the Authority.

3. *For Possible Action:* Ratify the approval of a Cooperative Agreement between the Bureau of Land Management and the Authority to receive funding for the Warm Springs Natural Area Wildlife and Bird Viewing Tower in the amount of $1,000,000 and authorize the General Manager to approve future modifications if the future modifications do not fiscally impact the Authority.

4. *For Possible Action:* Approve and authorize the General Manager to sign Change Order No. 2 to the contract with the Resource Development Company LLC for a potable water tank rehabilitation in the amount of $494,441, authorize a total change order contingency amount not to exceed $180,000 and an increase to the contract time of 96 calendar days.

BUSINESS AGENDA

5. *For Possible Action:* Approve and authorize the General Manager to sign an amendment to the existing agreement between Black & Veatch Corporation and the Authority to provide additional professional design engineering and construction phase support services for the Water Quality Laboratory Expansion at the River Mountain Water Treatment Facility for an increase of $1,738,514.

6. *For Possible Action:* Approve and authorize the General Manager to award a contract for the construction of the Water Quality Laboratory Expansion at the River Mountains Water Treatment Facility to Sletten Construction of Nevada, Inc., for the amount of $24,464,363, authorize a change order contingency amount not to exceed $2,535,637, and authorize the General Manager to sign the construction agreement.

7. *For Possible Action:* Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an agreement among Titanium Metals Corporation, the Las Vegas Valley Water District, and the Authority addressing the assignment of a portion of Titanium Metals Corporation's Colorado River water rights to the Authority and the framework for permanent water service to Titanium Metals Corporation within the Black Mountain Industrial Complex.

8. *For Possible Action:* Authorize the General Manager to sign, in substantially similar form as attached hereto, a memorandum of understanding among the San Diego County Water Authority, the Bureau of Reclamation on behalf of the United States Department of the Interior, the Metropolitan Water District of Southern California, the Arizona Department of Water Resources, the Central Arizona Water Conservation District, the Salt River Project Agricultural Improvement and Power District, and the Authority to explore the transfer and exchange of Colorado River water resources.

9. *For Possible Action:* Adopt a resolution authorizing the Authority to issue Water Revenue Refunding Bonds, Series 2026, in the maximum principal amount of $177,140,000 to Clark County to refinance certain outstanding Authority bonds held by the Clark County Municipal Bond Bank.

10. *For Possible Action:* Adopt a resolution authorizing an augmentation to the Fiscal Year 2025/26 Capital Budget, for fiscal year ending June 30, 2026, to appropriate resources in the amount of $75,000,000, and for the purpose set forth therein.

11. *For Possible Action:* Conduct a public hearing on the Tentative Budget for the Authority and adopt a final budget for Fiscal Year 2026/27.

12. *For Possible Action:* Receive an update from staff on water resources including, but not limited to, drought conditions in the Colorado River Basin, conservation programs and initiatives, activities on the Colorado River, and water resource acquisition and development.

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
SPECIAL MEETING
APRIL 13, 2026
MINUTES

CALL TO ORDER	8:02 a.m.
BOARD MEMBERS PRESENT	Marilyn Kirkpatrick, Chair Dan Stewart, Vice Chair (By telephone) Scott Black Olivia Diaz (By telephone) Justin Jones Steve Walton (By telephone)
BOARD MEMBERS ABSENT	Jim Gibson
STAFF PRESENT	John Entsminger, Paul Johnson and Greg Walch
OTHERS PRESENT	None

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

COMMENTS BY THE GENERAL PUBLIC
For full public comment, visit snwa.com/apps/snwa-agendas/index.cfml

Laura McSwain spoke concerning item 2. She provided a copy of her comments for the record, which are attached to these minutes.

ITEM NO.

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

FINAL ACTION: Director Jones made a motion to approve the agenda for this meeting. The motion was approved.

BUSINESS AGENDA

2. ***For Possible Action:*** **Adopt a resolution requesting the Board of Directors of the Las Vegas Valley Water District to issue bonds in the maximum principal amount of $515,000,000, to finance the cost of Authority water projects; declaring the intent to reimburse certain project related expenditures with bond proceeds; and providing the effective date thereof.**

John Entsminger, General Manager, said that it was necessary to hold a special meeting due to the special voting requirements under the Authority's Cooperative Agreement for issuing new bonds, which requires approval from the purveyors. As not all of the purveyor representatives were available for the regular meeting scheduled for April 16, 2026, a special meeting was scheduled since a delay could potentially adversely affect interest rates on the bond issuance.

Chair Kirkpatrick added that this item was the first step in the bond issuance approval process, and that the item would be considered at other meetings. Mr. Entsminger confirmed that this was the first step in a months-long public process to issue bonds.

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

Public Comment
Laura McSwain spoke and provided a copy of her comments for the record, which are attached to these minutes. In addition to her written comments, she said that there were two items on the agenda for the April 16, 2026, Authority Board meeting that did not have any supporting documents. She asked for a copy of any presentations that would be used for those items to be provided to her in advance of the meeting.

Adjournment
There being no further business to come before the Board, the meeting adjourned at 8:12 a.m.

Water Fairness
COALITION

April 13, 2026

SNWA "Special" meeting Public Comment, Agenda Item #2

This resolution authorizes over $500 million in new debt, but it does not identify the specific projects being funded. Instead, the public is referred to prior meetings and broader capital plans that are difficult to track across time. Why not simply provide a list of projects being financed as part of this agenda?

At the same time, LVVWD is being asked to issue the bonds, effectively placing it as the financial anchor, while project decisions and benefits are regional. This structure highlights growing concerns about the dual roles within the executive team, the potential for conflicts, and the concentration of decision-making authority that is increasingly at the center of issues the community is now raising and litigating.

This item is also being brought forward on a special agenda, at a Monday morning meeting at 8:00 AM, which significantly limits the public's ability to follow and participate.

And while I understand that notices can be sent electronically or by mail if requested, that still requires the public to already know to opt in and actively monitor those communications.

Additionally, if meetings of this scale can be scheduled on short notice with only a few days' lead time, it effectively requires the public to continuously monitor the Authority's website just to stay informed. As it stands, the burden appears to be placed on the public to track these decisions rather than on the Authority to make them readily visible.

These are not isolated issues - they are choices about how decisions are structured, presented, and approved.

So, two questions: how does the Board justify continuing to approve actions under these conditions, where financial risk, decision-making authority, and public visibility are not clearly aligned? And, when is the corresponding LVVWD approval of this bond issuance scheduled to be heard?

Respectfully submitted,

THE WATER FAIRNESS COALITION, INC

Laura McSwain, President

2727 Ashby Ave Las Vegas, NV 89102 702-596-4748

Water Fairness
COALITION

April 13, 2026

SNWA "Special" meeting Public Comment

The SNWA Board's regular meeting schedule, as published, **is the third week of every odd month**. However, there was a "regular" meeting in February, no meeting in March, and now we are seeing a regular meeting scheduled this week (April) not an "odd" month. At this point, "odd" seems to be a bit....open to interpretation.

Does the website need to be updated, or is there another explanation for why the published schedule does not align with actual meeting agendas?

At the same time, agenda items continue to appear without supporting materials, particularly PowerPoint presentations, that will be relied upon during the meeting.

This is not a minor issue.

Recently, in ongoing litigation, a judge required SNWA to produce a PowerPoint that had been used in court but not previously shared. That situation arose because materials were presented publicly but not made available in advance.

The principle is the same here.

If materials are going to be used to inform decisions, or be presented to the public, they should be made available in advance so that residents have a meaningful opportunity to review and understand them.

Providing materials after the fact does not support transparency.

So my request is simple:

If PowerPoint presentations or other supporting materials will be used for agenda items, please make them available to the public in advance of the meeting.

WATER FAIRNESS COALITION, INC

Laura McSwain, President

2727 Ashby Ave Las Vegas, NV 89102 702-596-4748

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
REGULAR MEETING
APRIL 16, 2026
MINUTES

CALL TO ORDER	9:04 a.m.
BOARD MEMBERS PRESENT	Marilyn Kirkpatrick, Chair Scott Black Olivia Diaz Jim Gibson Steve Walton
BOARD MEMBERS ABSENT	Dan Stewart and Justin Jones
STAFF PRESENT	John Entsminger, Colby Pellegrino, Doa Ross, Andy Belanger, Paul Johnson and Greg Walch
OTHERS PRESENT	None

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

COMMENTS BY THE GENERAL PUBLIC

For full public comment, visit snwa.com/apps/snwa-agendas/index.cfml

Laura McSwain spoke concerning item 3. She provided a written copy of her comments for the record, which are attached to these minutes.

Carol Reynolds spoke concerning item 3. She opposed SNWA paying to install shade trees when its policies were killing mature trees. She said that she lived in section 11 where many trees had already been lost. She said planting new trees was commendable but wondered how long it would take the young trees to provide any shade and support wildlife. Her trees were planted 36 years ago and some of her neighbors' trees were decades older. She said that excessive use fees were implemented by some board members whose constituents pay no excessive use fees. She criticized the Authority for its dire description of the drought while telling the public that additional growth in Southern Nevada did not necessarily mean more water use. She talked about the bird species that her yard supported and expressed concern for the wildlife's wellbeing.

Diane Henry spoke concerning item 3. She said that trees were needed in underserved areas in Southern Nevada, but it will be years before the young trees planted under this program make it to maturity and provide appreciable benefits. In the meantime, SNWA's policies for forced turf removal and member agencies' high water rates and excessive use charges continue to lead to the demise of mature trees. She said that it was ironic that the Authority was paying to plant trees while its policies were killing trees. She said that the Authority's policies needed to change for the environment and for residents' quality of life. She questioned the timing of the implementation of the contract since planting in the heat of summer was not a good time to be planting trees. Ms. Henry also spoke concerning items 4 and 5. She said it would be helpful if presentation materials were posted with the meeting's supporting documents to allow for public review and comment at the meeting.

ITEM NO.

1. ***For Possible Action:*** **Approve agenda with the inclusion of tabled and/or reconsidered items, emergency items and/or deletion of items, and approve the minutes from the regular meeting of February 19, 2026.**

FINAL ACTION: Director Walton made a motion to approve the agenda for this meeting, and to approve the minutes from the regular meeting of February 19, 2026. The motion was approved.

BUSINESS AGENDA

2. ***For Possible Action:*** **Approve a resolution authorizing the submission of a grant proposal to the Nevada Department of Conservation and Natural Resources' Conserve Nevada Program to seek funding for a wildfire mitigation project at the Warm Springs Natural Area, and, if awarded, authorize the General Manager, or his designee, to enter into any future funding agreement for the project.**

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

3. ***For Possible Action:*** **Approve and authorize the General Manager to enter into an agreement, in substantially the same form as attached hereto, between Green Chips, a Nevada non-profit corporation dba ImpactNV, and the Authority to support shade tree plantings and to help fund the project for an amount not to exceed $500,000.**

John Entsminger, General Manager, said that this agreement was an extension of an existing agreement. He said that this agreement would continue ongoing work that had planted approximately 4,000 new trees to date in the Valley.

Director Diaz asked for a map showing where trees had been planted and target areas for new trees. She said her Ward needs additional tree canopy to combat urban heat island effect. Colby Pellegrino, Deputy General Manager – Resources, said that she could provide a map. She said the biggest challenge with the tree planting program was getting landowners to agree to maintain the trees after planting. She said ImpactNV was anxious to partner with landowners that were ready and willing to maintain the newly-planted trees. She said that the program used heat maps to target areas for new trees.

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

4. ***For Information Only:*** **Receive an update from staff on water resources including, but not limited to, drought conditions in the Colorado River Basin, conservation programs and initiatives, activities on the Colorado River, and water resource acquisition and development.**

Ms. Pellegrino gave a presentation. A copy of her presentation is attached to these minutes.

NO ACTION REQUIRED

5. ***For Information Only:*** **Receive an overview and discuss the Fiscal Year 2026/27 Tentative Budget for the Southern Nevada Water Authority.**

Mr. Entsminger gave a presentation. A copy of his presentation is attached to these minutes.

NO ACTION REQUIRED

Public Comment

Diane Henry said that Nevada had been the most successful in conserving and recycling water in the Colorado River Basin. She said that Nevada should not voluntarily give up any of its Colorado River allocation when similar conservation activities were not being reciprocated in the Upper Colorado River Basin. Until other states invest to conserve and recycle, Nevada should continue to fight to keep all its water. Nevada needs to do more than rely only on local conservation. She said that if more was not done then Southern Nevada's continuous growth would become unsustainable.

Laura McSwain said that ImpactNV's goal stated on its website was to plant 100,000 trees in Nevada, but according to its website, it had planted only 120. She said she would like to see where the trees were being planted. She said that the Authority was seeking landowners willing to care for new trees while enacting policies that kill existing trees. She also commented on Nevada potentially giving up 50,000 acre-feet of water as part of a negotiated agreement with the other Colorado River Basin states. She said that Colorado diverts 500,000 acre-feet of water outside of the basin, while Nevada recycles its water to keep it inside the basin. She said that the situation was broader than Nevada and the Colorado River Basin and had become a national security issue in terms of having national water security.

Adjournment

There being no further business to come before the Board, the meeting adjourned at 9:42 a.m.

SOUTHERN NEVADA WATER AUTHORITY®

Board of Directors Meeting

April 16, 2026

1

Public Comment

Please limit your comments to three minutes.

2

Item 1

For Possible Action: Approve agenda with the inclusion of tabled and/or reconsidered items, emergency items and/or deletion of items, and approve the minutes from the regular meeting of February 19, 2026.

3

Item 2

For Possible Action: Approve a resolution authorizing the submission of a grant proposal to the Nevada Department of Conservation and Natural Resources' Conserve Nevada Program to seek funding for a wildfire mitigation project at the Warm Springs Natural Area, and, if awarded, authorize the General Manager, or his designee, to enter into any future funding agreement for the project.

4

Item 3

For Possible Action: Approve and authorize the General Manager to enter into an agreement, in substantially the same form as attached hereto, between Green Chips, a Nevada non-profit corporation dba ImpactNV, and the Authority to support shade tree plantings and to help fund the project for an amount not to exceed $500,000.

5

Item 4

For Possible Action: Receive an update from staff on water resources including, but not limited to, drought conditions in the Colorado River Basin, conservation programs and initiatives, activities on the Colorado River, and water resource acquisition and development.

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Colorado River, Conservation &
Water Use Update
April 16, 2026
SOUTHERN NEVADA WATER AUTHORITY

7

HYDROLOGY UPDATE

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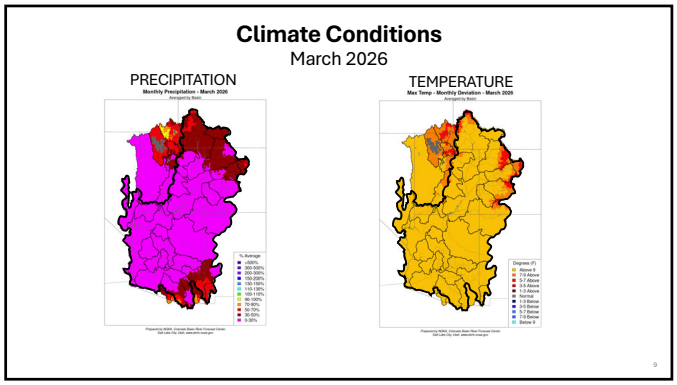
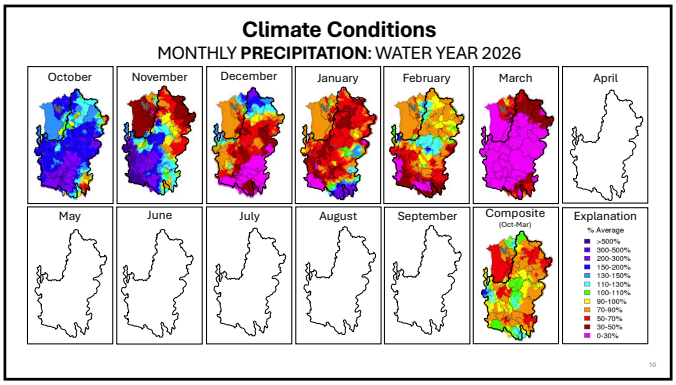
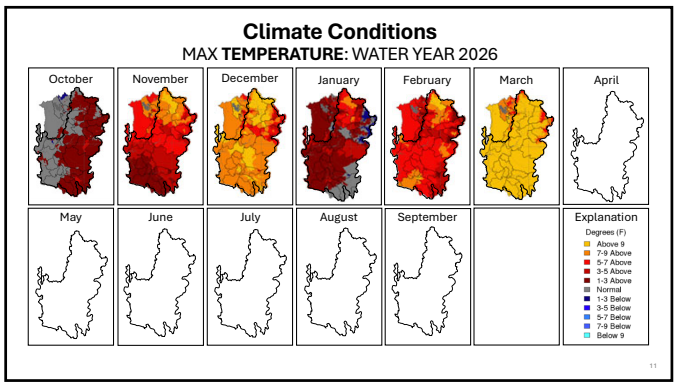

Climate Conditions
March 2026
PRECIPITATION
TEMPERATURE

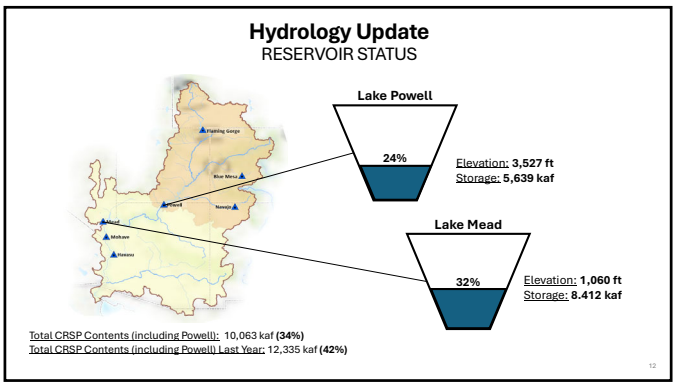
9


Climate Conditions
MONTHLY PRECIPITATION: WATER YEAR 2026
October
November
December
January
February
March
April
May
June
July
August
September
Composite
(Oct-Mar)
Explanation
% Average

10


Climate Conditions
MAX TEMPERATURE: WATER YEAR 2026
October
November
December
January
February
March
April
May
June
July
August
September
Explanation
Degrees (F)
Above 9
7-9 Above
5-7 Above
3-5 Above
1-3 Above
Normal
1-3 Below
3-5 Below
5-7 Below
7-9 Below
Below 9

11

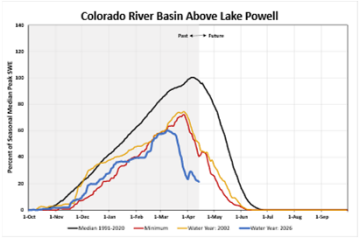

Hydrology Update
RESERVOIR STATUS
Lake Powell
24%
Elevation: 3,527 ft
Storage: 5,639 kaf
Lake Mead
32%
Elevation: 1,060 ft
Storage: 8.412 kaf
Total CRSP Contents (including Powell): 10,063 kaf (34%)
Total CRSP Contents (including Powell) Last Year: 12,335 kaf (42%)

12

Hydrology Update
SNOWPACK & INFLOW

		WY 2002	WY 2026*
Water Supply	Snowpack	74% of seasonal median peak SWE (Peaked on March 27, 2002)	60% of seasonal median peak SWE (Preliminary peak on March 9, 2026)
	Water Year Precipitation	69% of average	83% of average
Inflow to Lake Powell	Water Year Inflow	28% of average	40% of average
	April – July Inflow	15% of average	22% of average

*As of April 12, 2026



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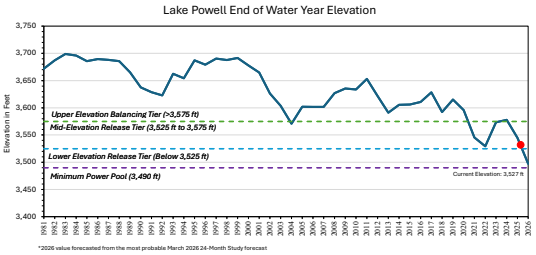
Hydrology Update
LAKE POWELL ELEVATION



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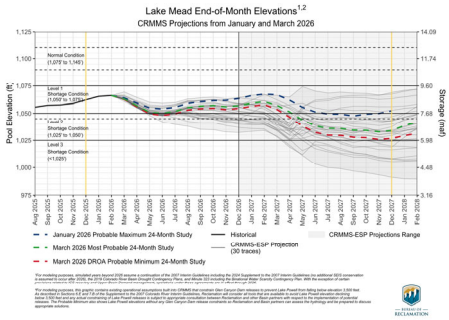
LAKE MEAD: CRMMS PROJECTIONS



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WATER USE UPDATE

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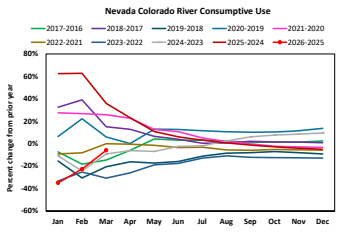
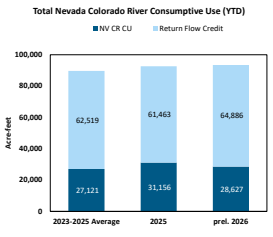
SOUTHERN NEVADA WATER AUTHORITY

NEVADA COLORADO RIVER USE

Colorado River consumptive use through March 2026 was below 2025 and above the 3-year average.





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CONSERVATION BENCHMARKS

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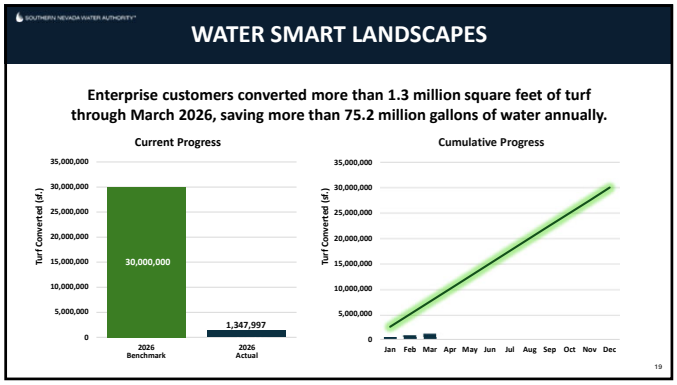

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Item 5

For Information Only: Receive an overview of and discuss the Fiscal Year 2026/27 Tentative Budget for the Southern Nevada Water Authority.

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22

2025-26 Highlights

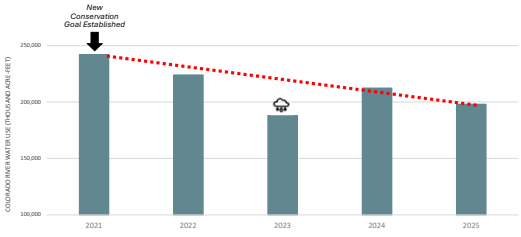
- 2025 water use remained lower than the 3-year average
- Commenced major construction on the Garnet Valley water and wastewater projects
- 10.8 million square feet of turf converted, saving approximately 14 billion gallons of water
- Nearly 4,000 trees planted through the WSL program and partnerships with non-profit organizations, resulting in more than one million sq. ft. of new canopy coverage upon maturity

23

23

Water Use

Despite record temperatures and below-average precipitation, SNWA remains on track to meet the regional water conservation goal.



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24

Capital Projects
UPDATE

25

Horizon Lateral

When completed, the project will offer redundancy and provide additional capacity in the southern portion of the water system.

Phase 1: Six contracts at 60% Design

- Paradise Hills Pumping Station & Pipeline
- Fayle Pumping Station & Pipeline
- Rice Pumping Station & Pipeline
- South Boulevard Pumping Station & Pipeline
- Horizon Reservoir
- Fayle Pumping Station

Phase 1 design began in 2023;
estimated to complete Phase 1 in 2030.

FY 26/27 Budget: $20.9 million
Total Project (Phase I): $1.9 billion

26

26

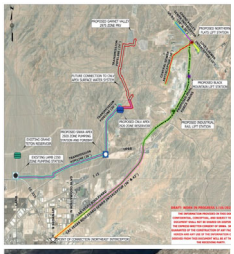
Garnet Valley Water Transmission System

A new transmission and distribution system will supply water to the Apex Industrial Park.

- Distribution Pipeline
- Transmission Pipeline
- Pumping Station
- North Las Vegas' reservoir and Environmental monitoring.

Construction start: May 2025

Estimated completion: March 2029



FY 26/27 Budget: $179.8 million
Total Program: $409.04 million

27

27

Garnet Valley Wastewater System

Will capture wastewater from the Apex Industrial Park and return it to Lake Mead for return-flow credits.

- Phase II Out of Valley System (Lift Stations and Force Mains)
- Las Vegas Boulevard Interceptor (Sloan to Speedway, Speedway to Union Pacific Railroad) are in construction

Construction start: May 2025

Estimated completion: April 2028

FY 26/27 Budget: $120 million
Total Program: $383 million

28

28

Stage II Reliability Upgrades:
Sloan / Lamb Pumping Station Expansion

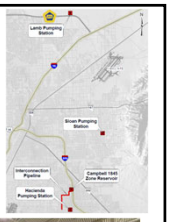
Expands the existing Sloan and Lamb pumping stations to provide redundancy to the Hacienda pumping station.

Project includes:

- 4 new pumps and motors at the Sloan/Lamb Pump Station
- Expansion of Sloan electrical system to improve overall redundancy
- Pump Factory Testing scheduled this spring

Construction start: November 2025

Estimated completion: October 2027



FY 26/27 Budget: $53.3 million
Total Project: $82.9 million

29

29

Stage II Reliability Upgrades:
Monthill Pumping Station and Substation

Design and construction of the Monthill Pumping Station, Electrical Substation and pipeline.

- 90 MGD capacity
- Ability to operate at 50 MGD when Hacienda Pump Station is online
- Substation sized with sufficient capacity to power three pumping stations
- Located at Campbell 1845 Zone Reservoir Site

Estimated construction start: June 2026

Estimated completion: September 2029

FY 26/27 Budget: $22.9 million
Total Project: $203.1 million

30

30

Stage III: PRV Installation at Volunteer, Cactus, and Bermuda

Will provide additional capacity to City of Henderson to meet demands during an emergency and provide redundancy to the South Valley Lateral during a shutdown.

- 2745 to 2635 Zone PRV and pipeline
- 2635 to 2538 Zone PRV and pipeline at the Cactus Pumping Station
- 2538 to 2420 Zone PRV and pipeline at the Bermuda Pumping Station.

Estimated construction start: December 2026
Estimated completion: February 2029

FY 26/27 Budget: $9.5 million
Total Project: $25.2 million

31

31

Calico Ridge Rate-of-Flow Control Station

New 25 million MGD Rate-of-Flow Control Station on the Las Vegas Lateral for customers in the southeast.

Project includes:

- 25 MGD delivery to City of Henderson
- Provisions for a future outlet connection to a future City of Henderson reservoir

Construction start: March 2026
Estimated completion: August 2027

FY 26/27 Budget: $12.6 million
Total Project: $20 million

32

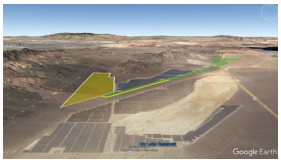
32

Boulder Flats Solar Power Project

Supports SNWA's renewable energy goals

- 10-mile 230 kV transmission line and switchyard
- 2021: SNWA signed a Power Purchase Agreement with Boulder Flats Solar
- Current Status: PV Commercial operations slated to begin June 2027

Transmission line construction began summer 2024; estimated completion date in October 2026.



RESOURCE COST COMPARISON

	2027
Hoover A	$26.06
Hoover D	$34.07
Market (as of 4/1/25)	$56.46
SNWA Solar PPA	$40.93

FY 26/27 Budget: $2.1 million
Total Project: $26.7 million

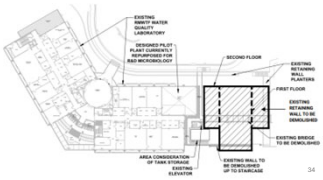
33

33

River Mountains Microbiology Research Lab Expansion

Will add a 13,169 square foot, two-story building to the existing RMWTF microbiology lab.

- Provides Biosafety Level 2 research microbiology capability to investigate emerging microbial contaminants
- Provide a home for pilot corrosion testing capabilities to evaluate lead and copper corrosion and materials testing



Estimated construction start: May 2026
Estimated completion: January 2029

FY 2025/26 Budget: $11.4 million
Total Project: $34.7 million

34

34

Ozone Equipment Upgrade

The ozone equipment at Alfred Merritt Smith and River Mountains water treatment facilities has been operating for 20+ years and requires an update.

Construction start: June 2025

Estimated completion: August 2029

FY 26/27 Budget: $57.8 million
Total Program: $166 million

35

35

Alfred Merritt Smith WTF Flocculation Area Rehabilitation

Rehabilitation of the rapid mix, flow splitter, and flocculation basins at the Alfred Merritt Water Treatment Facility

- Upgrade flocculation mixing equipment
- Replacement of flocculation influent gates
- Replacement of flash and rapid mixers
- Condition assessment of chemical feed lines and cathodic protection systems

Estimated construction start: June 2027

Estimated completion: March 2030

FY 2025/26 Budget: $9.3 million
Total Project: $115 million

36

36

Budget
OVERVIEW

37

37

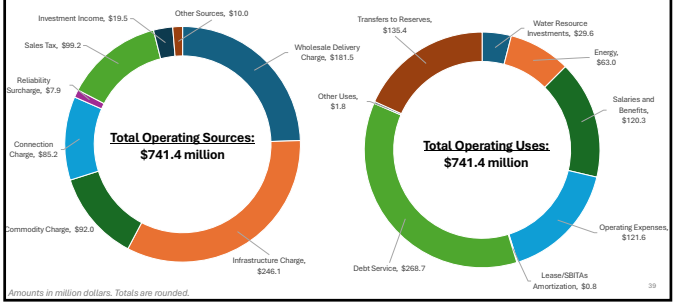
2026-27 Budget Overview

- Significant construction activity is reflected by 66% increase in capital expenditures
- Inflation continues to impact project costs
- Indexed rate adjustments continue to use a conservative 25-year average
- Infrastructure, commodity, and connection charges reflect final year of IRPAC-approved six year inflationary-catch up increases
- Continued uncertainty surrounding future Colorado River operations

38

38

SNWA Operating Budget
2026-27 SOURCES AND USES SUMMARY



Amounts in million dollars. Totals are rounded.

39

39

SNWA Operating Budget
2026-27 SOURCES OF FUNDS

	Actual 2024-25	Budget 2025-26	Budget 2026-27	Budget-to-Budget Variance
SOURCES				
Wholesale Delivery Charge	$ 177.8	$ 175.0	$ 181.5	$ 6.6
Infrastructure Charge	223.1	241.9	246.1	4.1
Commodity Charge	89.5	88.4	92.0	3.7
Connection Charge	85.6	89.9	85.2	(4.7)
Reliability Surcharge	7.4	7.6	7.9	0.3
Sales Tax	97.6	102.6	99.2	(3.3)
Investment Income	83.0	14.4	19.5	5.1
Other Sources	14.7	10.0	10.0	0.0
SNWA Sources	**$ 778.8**	**$ 729.7**	**$ 741.4**	$ 11.7

Amounts in million dollars. Totals are rounded.

40

40

SNWA Operating Budget
2026-27 USES OF FUNDS

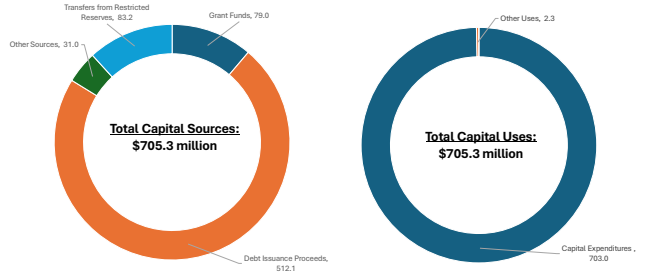
	Actual 2024-25	Budget 2025-26	Budget 2026-27	Budget-to-Budget Variance
USES				
Water Resource Investments	$ 7.1	$ 29.8	$ 29.6	$ (0.2)
Energy	50.1	63.0	63.0	0.0
Salaries and Benefits	90.9	115.8	120.3	4.5
Operating Expenses	88.0	95.5	121.6	26.1
Lease/SBITAs Amortization	1.1	1.3	0.8	(0.4)
Debt Service	278.8	305.1	268.7	(36.4)
Other Uses	-	1.8	1.8	0.1
Transfers to Reserves	262.7	117.4	135.4	18.1
SNWA Uses	**$ 778.8**	**$ 729.7**	**$ 741.1**	$ 11.7

Amounts in million dollars. Totals are rounded.

41

41

SNWA Capital Budget
2026-27 SOURCES AND USES SUMMARY



Amounts in million dollars. Totals are rounded.

42

42

SNWA Capital Budget

2026-27 SOURCES AND USES OF FUNDS

	Actual 2024-25	Budget 2025-26	Budget 2026-27	Budget-to-Budget Variance
SOURCES				
Grant Funds	$ 56.2	$ 67.5	$ 79.0	$ (38.5)
Debt Issuance Proceeds	472.1	-	512.1	512.1
Other Sources	0.7	-	31.0	81.0
Transfers from Restricted Reserves	-	361.2	83.2	(278.0)
SNWA Sources	**$ 529.0**	**$ 428.7**	**$ 705.3**	$ 276.6
USES				
Capital Expenditures	209.7	424.6	703.0	278.3
Other Uses	-	4.1	2.3	(1.7)
Transfers to Restricted Reserves	319.3	-	-	-
SNWA Uses	**$ 529.0**	**$ 428.7**	**$ 705.3**	$ 276.6

Amounts in million dollars. Totals are rounded.

43

43

2026-27 Initiatives

- Maintain momentum on capital improvement projects
- Advance efforts to reduce non-functional turf
- Continue discussions with Colorado River Basin states on river operations
- Support water conservation initiatives to reduce overall water use
- Unrestricted reserves remain above Reserve Policy target

44

44

45

Public Comment

Please limit your comments to three minutes.

46

Water Fairness
COALITION

April 16, 2026

Public Comment – Agenda Item 3 ($500,000 to ImpactNV)

In January, this board approved a $500,000 agreement with Nevada Plants for urban forestry work. That agreement included defined tree sizes, fixed pricing, installation, reporting, and oversight.

Now, just weeks later, you're being asked to approve another $500,000....this time described as a "pilot program" that includes $75,000 in administrative fees to ImpactNV before we've even evaluated the first program."

Which raises a simple question-setting aside for a moment whether this is even an appropriate use of ratepayer funds:

What distinguishes this as a "pilot" from the program you already funded in January?

Because the model already exists, the costs are known and the implementation structure is already in place based on that agreement.

Yet instead of evaluating the results of the program you just funded, you're being asked to fund a second, parallel effort.

That's not how pilots work.

A pilot program is typically a small, short-term effort designed to test feasibility, cost, and outcomes *before* scaling.

That's not what's happening here.

There is also a broader issue.

SNWA policies are driving landscape changes across the valley that often result in the removal of mature trees....trees that already provide meaningful shade and cooling.

At the same time, SNWA is proposing to use ratepayer funds to plant new trees to address those same impacts.

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From the public's perspective, this starts to look like a **"create the problem, then fund the solution"** cycle.

We remove canopy through policy…
and then ask ratepayers to fund mitigation for the impacts of that removal.

This is not a question of improving implementation.

It is a question of whether this is an appropriate use of ratepayer funds at all.

Finally, **this proposal involves an organization with ties to SNWA leadership**, which raises additional concerns about independence and public trust.

And with a budget workshop on this agenda that provides no supporting documentation, it's impossible to see where expenditures like this are being accounted for. **This is clearly not a core operating expense**....so where is it in the budget, and how is it being tracked for accountability?

So stepping back:

You approved $500,000 in January for a fully defined program.
You're now being asked for another $500,000, called a pilot, without evaluating the first.

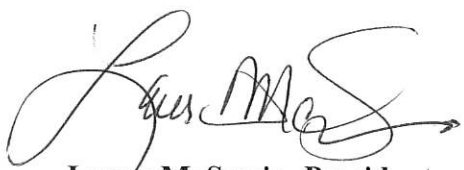
How many more programs (pilot or otherwise) are ratepayers going to be expected to fund that are not part of SNWA's core mission or responsibilities?

SNWA's responsibility is to secure and manage water resources for Southern Nevada.

How about getting this agency back to its core mission, and ensuring growth is supported by real water supply, not policies that push the community toward environmental bankruptcy?

Respectfully submitted,

WATER FAIRNESS COALITION



Laura McSwain, President

2727 Ashby Ave Las Vegas, NV 89102 702-596-4748

Water Fairness
COALITION

January 15, 2026

Public Comment – Agenda Item 8 - $500,000 to Urban Forest Initiative

Members of the Board,

Agenda Item 8 asks you to approve up to $500,000 to plant trees for an Urban Forest Initiative. The hypocrisy is that SNWA is taking credit for planting trees while the consequences of AB356 implementation—especially turf conversions that destabilize mature trees—are being ignored in real time. You cannot celebrate canopy creation on paper while allowing canopy destruction on the ground.

I'm submitting a photograph for the record. It shows a tree-lined street and sidewalk along Village Center Circle in Summerlin, where mature trees were growing in an approximately four-foot-wide strip between the street and the sidewalk, with matching trees on the opposite side. The trees were doing exactly what has been prescribed to reduce urban heat island; shading hardscapes and offering protection to people while walking to and from commercial centers adjacent to their neighborhoods. For years, that strip functioned as the life-support system for those trees until the grass was forcibly removed out from under them.

I called this configuration the *"death gauntlet"* in a recent newsletter to WFC members, because under SNWA's AB356 implementation, the outcome was predictable.

There was no proportionality applied here. No common-sense test. If trees are truly a priority, there were **no true water savings** to be achieved by pulling out the turf beneath mature trees confined to a narrow root zone between asphalt and concrete. **The grass was not decorative. It was functional infrastructure.**

Today, approximately **90 mature trees in this single area of Summerlin are marked for removal because they have died**.

SNWA has created the *appearance* of mandated tree-protection measures, but those measures are not meaningful when they allow landscaping designs that technically comply while functionally depriving trees of water. Designing rules on paper that cause tree death is not conservation,

This failure traces back to governance.

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NTRAC was sold to the public as "community-driven," but it wasn't a community process—it was a **staged endorsement**. It created the appearance of public buy-in while SNWA's **prepackaged "nonfunctional turf" definitions** stayed off-limits. When the outcome is predetermined and the committee exists to validate it, that isn't collaboration. It's **manufactured consent**.

And the composition of the committee underscored that. Of nine members, only two had direct, practical experience in grounds management—one grounds manager from Sun City Anthem and a golf professional. That is not serious urban forestry expertise, and it is not proportional to the consequences we are now seeing across HOAs, multifamily developments, and commercial corridors.

At the same time, SNWA has already transitioned away from cooperative, incentive-based conservation—the carrots that built public trust—and toward a punitive, enforcement-driven model. That shift has had visible consequences on our streets and in our neighborhoods. This was beneath the role of a public servant.

Now we are approving funds to plant new trees, while **trees that were already providing shade, cooling, and public-health benefits are being lost**.

You cannot plant your way out of this contradiction.

If SNWA truly wants credibility on urban forestry, it must stop treating tree protection as an exercise in optics and start measuring what actually matters: trees that survive. **That means revisiting AB356 implementation, reconvening NTRAC with real expertise**, and aligning policy with outcomes—real water savings, real tree protection, and a livable valley.

This photograph is not an anecdote. It is evidence - And it speaks for itself.

Respectfully submitted,

WATER FAIRNESS COALITION

Laura McSwain, President

2727 Ashby Ave Las Vegas, NV 89102 702-596-4748

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

May 21, 2026

Subject:
Cooperative Agreement

Petitioner:
Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:
That the Board of Directors ratify the approval of a cooperative agreement between the Bureau of Land Management and the Authority to receive funding for Las Vegas Wash Restoration Activities in the amount of $1,048,553 and authorize the General Manager to approve future modifications if the future modifications do not fiscally impact the Authority.

Fiscal Impact:
The Bureau of Land Management will reimburse the Authority up to $1,048,553 in grant funding. Funding is contingent on the Authority providing a cost share of $83,264 in project costs. Funds requested for current year expenditures are available in the Authority's Operating Budget. Funds for future year expenditures will be budgeted accordingly.

Background:
The Southern Nevada Public Land Management Act (SNPLMA) provides for the disposal of Bureau of Land Management land and creates a special account for the distribution of funds for various projects, including the development of parks, trails, and natural areas. In SNPLMA Rounds 4, 5, 6, 8, and 16, the Authority received funding for projects along the Las Vegas Wash (Wash), including erosion control, environmental enhancement, and stabilization.

In 2023, the Authority submitted a project proposal to complete restoration activities on approximately five acres along the Wash with the Clark County Wetlands Park. This project is important as it will connect people to the outdoors and provide outdoor recreation opportunities while creating additional habitat for the variety of plant and animal species that live in, and migrate through, the Wash.

In 2024, the Secretary of the Interior issued a decision approving the Round 20 nominations in October 2024. In 2025, SNPLMA provided the Notice of Intent to Award and issued the Cooperative Agreement in April 2026. To avoid additional delays in project implementation, the Cooperative Agreement was executed pending ratification by the Board of Directors.

At this time, the Board is being asked to ratify the Cooperative Agreement, which includes the provisions necessary for the Authority to receive funding.

This action is authorized pursuant to NRS 277.180 and Section 6(o) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the cooperative agreement.

JJE:CNP:KH:CCD:MB:JS;ta
Attachment: Agreement

AGENDA ITEM # 2

NOTICE OF AWARD

1. DATE ISSUED *MM/DD/YYYY*
04/01/2026

1a. SUPERSEDES AWARD NOTICE dated
except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. ASSISTANCE LISTING NUMBER
15.235 - Southern Nevada Public Land Management

3. ASSISTANCE TYPE Cooperative Agreement

4. GRANT NO. L26AC00040-00
Originating MCA #

5. TYPE OF AWARD
Other

4a. FAIN L26AC00040

5a. ACTION TYPE New

6. PROJECT PERIOD *MM/DD/YYYY*
From 04/01/2026 **Through** *MM/DD/YYYY* 03/31/2031

7. BUDGET PERIOD *MM/DD/YYYY*
From 04/01/2026 **Through** *MM/DD/YYYY* 03/31/2031

AUTHORIZATION (Legislation/Regulations)

Southern Nevada Public Land Management Act of 1998, 31 U.S.C. 6901, PL 105-263

8. TITLE OF PROJECT (OR PROGRAM)
Las Vegas Wash Restoration Activities (WA13)

9a. GRANTEE NAME AND ADDRESS
SOUTHERN NEVADA WATER AUTHORITY
100 N City Pkwy STE 700
Las Vegas, NV, 89106-4615

9b. GRANTEE PROJECT DIRECTOR
Julie Schoolmeester
1001 South Valley View Boulevard
Las Vegas, NV, 89107-4447
Phone: 702.539.2965

10a. GRANTEE AUTHORIZING OFFICIAL
Mr. John Entsminger
1001 S Valley View Blvd
Las Vegas, NV, 89107-4447
Phone: 702-875-7080

10b. FEDERAL PROJECT OFFICER
Michelle Leiber
BUREAU OF LAND MANAGEMENT - SNDO, SNPLMA Division
NVS00550
Las Vegas, NV, 89130
Phone: (702) 515-5168

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only		
II Total project costs including grant funds and all other financial participation		II
a. Salaries and Wages	$	52,486.00
b. Fringe Benefits	$	30,778.00
c. Total Personnel Costs	$	83,264.00
d. Equipment	$	0.00
e. Supplies	$	148,553.00
f. Travel	$	0.00
g. Construction	$	0.00
h. Other	$	0.00
i. Contractual	$	900,000.00
j. TOTAL DIRECT COSTS	$	1,131,817.00
k. INDIRECT COSTS	$	0.00
l. **TOTAL APPROVED BUDGET**	$	1,131,817.00
m. Federal Share	$	1,048,553.00
n. Non-Federal Share	$	83,264.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	$	1,048,553.00
b. Less Unobligated Balance From Prior Budget Periods	$	0.00
c. Less Cumulative Prior Award(s) This Budget Period	$	0.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	$	1,048,553.00
13. Total Federal Funds Awarded to Date for Project Period	$	1,048,553.00

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	$	d. 5	$
b. 3	$	e. 6	$
c. 4	$	f. 7	$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER *(See REMARKS)*

a

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - (•) Yes ( ) No)

GRANTS MANAGEMENT OFFICIAL:
Tamera Freeman, Grants Management Officer
1340 Financial Blvd
Reno, NV, 89502-7147
Phone: 775-861-6587

17. VENDOR CODE 0070159896 **18a. UEI** SM1CPB4X7E88 **18b. DUNS** 135965650 **19. CONG. DIST.** 01

LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
1	0054011656-00010	$1,048,553.00	04/01/2026	03/31/2031	5232	SNPLMA RD 20 PTNA #WA13 (20-12)

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
04/01/2026	09/30/2026	Semi-Annual	12/29/2026
10/01/2026	03/31/2027	Semi-Annual	06/29/2027
04/01/2027	09/30/2027	Semi-Annual	12/29/2027
10/01/2027	03/31/2028	Semi-Annual	06/29/2028
04/01/2028	09/30/2028	Semi-Annual	12/29/2028
10/01/2028	03/31/2029	Semi-Annual	06/29/2029
04/01/2029	09/30/2029	Semi-Annual	12/29/2029
10/01/2029	03/31/2030	Semi-Annual	06/29/2030
04/01/2030	09/30/2030	Semi-Annual	12/29/2030
04/01/2026	03/31/2031	Project Final	07/29/2031

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
04/01/2026	09/30/2026	Semi-Annual	12/29/2026
10/01/2026	03/31/2027	Semi-Annual	06/29/2027
04/01/2027	09/30/2027	Semi-Annual	12/29/2027
10/01/2027	03/31/2028	Semi-Annual	06/29/2028
04/01/2028	09/30/2028	Semi-Annual	12/29/2028
10/01/2028	03/31/2029	Semi-Annual	06/29/2029
04/01/2029	09/30/2029	Semi-Annual	12/29/2029
10/01/2029	03/31/2030	Semi-Annual	06/29/2030
04/01/2030	09/30/2030	Semi-Annual	12/29/2030
04/01/2026	03/31/2031	Project Final	07/29/2031

REMARKS

1. This cooperative agreement is made and entered into by the Department of the Interior, Bureau of Land Management, Nevada State Office (BLM), and Southern Nevada Water Authority for the “Las Vegas Wash Restoration Activities (WA13)” for the purpose of collaborating with the recipient to engage in a project with the goal of providing a public service and benefit as authorized by US Code.

   Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries the responsibility to be aware of, and comply with, the terms and conditions of the award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.

   Projects are awarded for SNPLMA Round 20 Nominations under the Southern Nevada Public Land Management Act of 1998 (SNPLMA, Public Law 105-263, as amended)

   Notice of Intent (NOI) Announcement Number: L-LSNPLMA-25-001

   Required Cost Sharing/Matching: $83,264

   Indirect Cost Rate: 0%

Required Periodic Status Reporting

- Performance Reports: Semi-Annual
- SF425 Financial Reports: Semi-Annual

Submit Reports Through GrantSolutions Reporting Feature

Refer to Attachment Number 1 and Attachment Number 2 for the Award Terms and Conditions.

See the Special Terms and Conditions in Attachment Number 1 for SNPLMA program requirements.

The BLM Program Officer for this award is Michelle Leiber, mleiber@blm.gov, 702-515-5168.

The Grants Management Officer for this award is Tamera Freeman, tamera_freeman@ios.doi.gov, 775-861-6587.

AWARD ATTACHMENTS

SOUTHERN NEVADA WATER AUTHORITY L26AC00040-00

1. Budget
2. Terms & Conditions
3. Attachment 2
4. Project Abstract

SNPLMA Round 20
PROJECT BUDGET DETAIL & NARRATIVE
Parks, Trails, and Natural Areas

Project Name: Las Vegas Wash Restoration Activities

Entity Name: Southern Nevada Water Authority **Date:** November 2, 2023

SNPLMA Category: PTNA **GS-Applicant#:** TBD

POC Name: Julie Schoolmeester **POC Title:** Management Analyst

POC Email: julie.schoolmeester@snwa.com **POC Phone:** 702.539.2965

Budget Cost Categories (SF424A)	SNPLMA Funds	Cost Share Funds
1) Personnel	$ -	$ 52,486
2) Fringe Benefits	$ -	$ 30,778
3) Travel	$ -	$ -
4) Equipment	$ -	$ -
5) Supplies	$ 148,553	$ -
6) Contractual	$ 900,000	$ -
7) Construction	$ -	$ -
8) Other (e.g., training)	$ -	$ -
Total Direct Costs (sum of 1 through 8)	**$ 1,048,553**	**$ 83,264**
9) Indirect Charges	$ -	$ -
TOTAL BUDGET (Direct & Indirect Costs)	**$ 1,048,553**	**$ 83,264**

Notes: Revisions to budget narrative made in fall 2025.
Final revisions made in January 2026.

1) PERSONNEL COSTS (SF-424A Object Class Category 6a)

Provide the title or position planned to charge labor to the project, and provide both the annual (for multiyear awards) and total: salary/amount each position is paid; the percent of time position contributes to this award; and the number of months the employee is paid. State if any positions are vacant at the time, and if so, anticipated hire date. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects. Recipient should ensure the cost of living increase is built into the budget and justified.

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs (2 CFR §200.413c). Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the approved budget or have the prior written approval of the Grants Officer; and (4) The costs are not also recovered as indirect costs.

Name and Title/Position	**Unit**	**Unit Cost** (Salary/Wage)	**Unit of Measure** (Months or Hours)	**SNPLMA Funds**	**Unit**	**Unit Cost** (Salary/Wage)	**Unit of Measure** (Months or Hours)	**Cost Share Funds** (if applicable)
Environmental Biology Supervisor				$ -	50	$ 81	Hours	$ 4,056
Management Analyst				$ -	75	$ 52	Hours	$ 3,886
Grant Accountant				$ -	50	$ 64	Hours	$ 3,182
Senior Environmental Biologist				$ -	500	$ 68	Hours	$ 33,885
PI Coordinator				$ -	40	$ 42	Hours	$ 1,687
Environmental Biologist II				$ -	100	$ 58	Hours	$ 5,789
				$ -				$ -
				$ -				$ -
				$ -				$ -
				$ -				$ -
				$ -				$ -
		TOTAL (SNPLMA):		**$ -**		**TOTAL (Cost Share):**		**$ 52,486**

Justification: REVISION AS REQUESTED: The Environmental Biology Supervisor will provide supervision on the contract procurement, assist with procuring permits, review design, and attend any contractor meetings. He will assist the Management Analyst with coordinating communication with BLM staff, e.g. tours; reviewing quarterly and annual reports; and accomplishment updates prior to submitting.

The Management Analyst will work as liaison with BLM staff, gather information for reporting, and submit reporting. The Management Analyst provides experience in agreement administration and federal reporting systems.

The Grants Accountant will serve as the accountant for the cooperative agreement. He will prepare financial reports and complete ASAP drawdowns after BLM staff have approved expenses.

The Senior Environmental Biologist will serve as Project Manager (PM). He will coordinate with contractors, review plans, order supplies, gather data for reporting, assist with construction bid documents, supervise contractors on-site, assist with on-site work as needed, and complete vegetation and wildlife monitoring.

The Public Information Coordinator will assist with outreach materials and signage.

The Environmental Biologist II will complete vegetation and wildlife monitoring, as well as photo comparative monitoring.

2) FRINGE BENEFITS (SF-424A Object Class Category 6b)

Fringe benefits are usually applicable to direct salaries and wages. **Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done**. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated. The fringe rate should be proportional among the federal and non-federal share categories. If a fringe rate is greater than 35%, a description and breakdown of the benefits must be provided unless a negotiated indirect cost rate agreement (NICRA) has been provided. If fringe benefits are not computed by using a percent of salaries, provide a breakdown of how the computation is done. The applicant should not combine the fringe benefit costs with direct salaries and wages in the personnel category.

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs (2 CFR §200.413c). Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the approved budget or have the prior written approval of the Grants Officer; and (4) The costs are not also recovered as indirect costs.

Name and Title/Position	Unit Cost (Salary or Wage - amounts budgeted in Section 6.a)	Fringe Rate (%)	SNPLMA Funds	Unit Cost (Salary or Wage - amounts budgeted in Section 6.a)	Fringe Rate (%)	Cost Share Funds (if applicable)
Environmental Biology Supervisor			$ -	$ 4,056	59%	$ 2,378
Management Analyst			$ -	$ 3,886	59%	$ 2,279
Grant Accountant			$ -	$ 3,182	59%	$ 1,866
Senior Environmental Biologist			$ -	$ 33,885	59%	$ 19,870
PI Coordinator			$ -	$ 1,687	59%	$ 989
Environmental Biologist II			$ -	$ 5,789	59%	$ 3,395
			$ -			$ -
			$ -			$ -
	TOTAL (SNPLMA):		**$ -**	**TOTAL (Cost Share):**		**$ 30,778**

Justification: REVISION AS REQUESTED BY BLM: Includes 34.87% retirement, OPEB expense 1.45%, FICA 8.49%, Umeployment .11%, and health insurance 13.71%
Fringe for employees adjusted periodically and the FY23 is 58.64%.
OPEB Expense includes other postemployment benefits like life insurance and deferred comp. FICA includes the standard federal payroll taxes. Unemployment Premium is for DETR, NV's state-run unemployment program.

3) TRAVEL COSTS (SF-424A Object Class Category 6c)

Travel expenses must make a direct and logical contribution to the project's purpose and deliverables (including tasks and subtasks, as appropriate). Please round to the nearest whole number. Add as many lines as necessary. This form is only to help estimate the total travel costs. Provide a narrative justification describing the travel staff will perform. List origin and destination, number of trips planned, who will be making the trip, purpose of travel and how it relates to the scope of work, and approximate dates. If mileage is to be paid, provide number of miles and the cost per mile. If travel is by air, show cost of airfare and proposed airline (if known). If per diem/lodging is to be paid, indicate number of days and the amount for each day's per diem and the number of nights and the amount for each night's lodging. Include any ground transportation when applicable. Total each trip planned.

Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "other" category. Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project.

If travel details are unknown, then the basis for proposed costs should be explained (i.e., historical information). Travel costs can be charged on an actual basis, on a per diem or mileage basis in lieu of actual costs incurred, or a combination of the two if applied consistently and results in reasonable charges. Travel support for dependents of key project personnel may be requested only when the travel is for a duration of six months or more either by inclusion in the approved budget or with the prior written approval of the Grants Officer (2 CFR §200.475(c)(2)).http://www.gsa.gov/portal/content/104877.

Description of Travel and Purpose	**Unit**	**Unit of Measure** (trip, mileage, lodging, per diem)	**Unit Cost**	**SNPLMA Funds**	**Unit**	**Unit of Measure** (trip, mileage, lodging, per diem)	**Unit Cost**	**Cost Share Funds** (if applicable)
N/A				$ -				$ -
				$ -				$ -
				$ -				$ -
				$ -				$ -
				$ -				$ -
				$ -				$ -
				$ -				$ -
	TOTAL (SNPLMA):			**$ -**	**TOTAL (Cost Share):**			**$ -**

Justification: Not applicable to the proposal.

4) EQUIPMENT (SF-424A Object Class Category 6d)

Purchase, lease, or rental of equipment (not included in a contract or agreement) for project implementation. Equipment must make a direct and logical contribution to the project's purpose and deliverables (including tasks and subtasks, as appropriate). SNPLMA will only pay for the value of the equipment used during the project. The value of the equipment must be documented at the beginning and end of use to determine the amount SNPLMA will pay, if greater than $5,000. Please round to the nearest whole number. Add as many lines as necessary. This form is only to help estimate the total equipment costs. Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment.

Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000.
Lease vs. Purchase Analysis must accompany every equipment request over $5,000 even if a lease vs purchase analysis cannot be completed, a statement is required to that effect. General purpose equipment such as office equipment and furnishings, and information technology equipment and systems are typically not eligible for direct cost support (2 CFR §200.439)--and not eligible for SNPLMA reimbursement.

Description of Equipment	Quantity	Unit of Measure	Cost per Unit	SNPLMA Funds	Quantity	Unit of Measure	Cost per Unit	Cost Share Funds (if applicable)
N/A				$ -				$ -
				$ -				$ -
				$ -				$ -
				$ -				$ -
				$ -				$ -
				$ -				$ -
		TOTAL (SNPLMA):		**$ -**		**TOTAL (Cost Share):**		**$ -**

Justification: Not applicable to the proposal. Any equipment required for the proposed project will be furnished by the construction contractor.

5) SUPPLIES & MATERIALS (SF-424A Object Class Category 6e)

Supplies/materials must make a direct and logical contribution to the project's purpose and deliverables (including tasks and subtasks, as appropriate). Supplies/materials must be the minimum amount necessary to accomplish the project; purchasing extra supplies/materials to "stock the cache" for post project management activities is prohibited.

List by supply item (add lines as needed). An explanation is necessary for supplies costing more than $5,000, or 5% of the award, whichever is greater. Show unit cost of each item, number needed, and total amount. Provide both the annual (for multiyear awards) and total for supplies. Provide justification of the supply items and relate them to specific program objectives. It is recommended that when training materials are kept on hand as a supply item, that it be included in the "supplies" category. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized and shown in the "other" category. If appropriate, general office supplies may be shown by an estimated amount per month multiplied by the number of months in the budget period. Requirements for supplies, which exceed the thresholds: explain the type of supplies to be purchased, or nature of the expense in the budget narrative; provide a breakdown of supplies by quantity and cost per unit if known; and indicate basis for estimate of supplies, i.e., historical use on similar projects. If your organization has a written policy for purchasing supplies, please submit a copy with your application. Explain the purpose of the costs in the Justification Box below.

Description of Supplies	Quantity	Unit of Measure	Cost per Unit	SNPLMA Funds	Quantity	Unit of Measure	Cost per Unit	Cost Share Funds (if applicable)
Native plant stock (one-gallon)	12420.00	Plant	$ 10.75	$ 133,515				$ -
Mix of native seed	5.71	Acre	$ 943.75	$ 5,387				$ -
Native tree stock (five-gallon)	170.00	Tree	$ 26.75	$ 4,548				$ -
Native tree stock (15-gallon)	137.00	Tree	$ 37.25	$ 5,103				$ -
				$ -				$ -
				$ -				$ -
				$ -				$ -
			TOTAL (SNPLMA):	**$ 148,553**			**TOTAL (Cost Share):**	**$ -**

Justification: REVISION AS REQUESTED: A copy of the Nevada Division of Forestry price list was uploaded with this budget. The pricing has increased since the estimates were made, so the cost per unit and the quantity to be purchased has been adjusted to fit the total approved budget Supply line. The goal of revegetating approx. five (5) acres will still be met with these adjustments. Plant materials will be used to revegetate the project areas. SNWA staff estimated the number of plants and pounds of seed needed based on their experience and expertise working on other restoration projects in the Las Vegas Wash. Staff estimate the number of plants and trees needed per acre based on the type of plants and trees to be planted, as well as the density level required to create the habitat planned for the project. For this project, Staff will plant wetlands species at a higher density than riparian shrubs and trees. This means that there will be a higher level of plants per acre (almost 36 trees per acre and over 2,400 emergents and shrubs per acre based on the estimates in the budget above).

A copy of a quote from Granite Seed was uploaded with this budget. The quote was provided for a native seed mix per acre; staff estimated higher than the planned five acres to ensure adequate supplies for successful planting. The native seed mix will be spread among the trees and shrubs to fill in areas.

6) CONTRACTUAL COSTS (SF-424A Object Class Category 6f)

Provide separate budget line items for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the justification section (e.g., line item cost breakdown of the estimated contract). Contingency costs are disallowed. Describe products or services to be obtained and indicate the applicability or necessity of each to the project. Please note the differences between subaward, contract, and vendor:

· *Subaward* is provided by a pass-through entity to subrecipient to carry out part of a Federal award scope/objectives. Does not include payments to a contractor/individual that is a beneficiary of a Federal program.

· *Contract* means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award.

· *Vendor* is generally a dealer/distributor/other seller that provides, e.g., supplies, expendable materials, or data processing services in support of the project activities.

Do not incorporate contractual indirect costs under the indirect costs line item for the applicant/grantee. Explain the details and purposes of the costs in the Justification Box below.

· Identify Purpose [Name-TBD] and whether Subrecipient, Contractor, or Vendor.

· Method of Selection: Include how selection will be made. If sole source, include an explanation. Include qualifications.

· Period of Performance: Include the dates/length for the performance period. If it involves a number of tasks, include the performance period for each task.

· Scope of Work: List and describe the specific tasks to be performed.

· Criteria for Measuring Accountability: Include line item costs and total for each contract amount. Identify indirect costs (and rate used) to be paid under contract.

Description of Contract	Unit	Unit of Measure	Unit Cost	SNPLMA Funds	Unit	Unit of Measure	Unit Cost	Cost Share Funds (if applicable)
Contract A: TBD Sediment and Invasive Weed Removal	1	Contract	$ 700,800	$ 700,800				$ -
Contract B: TBD Design (Inc. Permit costs)	1	Contract	$ 140,000	$ 140,000				$ -
Contract C: Soil-Tech Plant and irrigation installation/trail connection/site preservation and invasive weed removal through the duration of the project	1	Contract	$ 59,200	$ 59,200				$ -
				$ -				$ -
				$ -				$ -
				$ -				$ -
		TOTAL (SNPLMA):		**$ 900,000**		**TOTAL (Cost Share):**		**$ -**

Justification: REQUESTED REVISION: Contractual costs are estimated for design work, as well as on the ground landscaping and earthmoving work. Tasks include but are not limited to invasive weed removal, installation of plants and trees, installation of irrigation equipment, and trail connection. A separate contract will be procured for design, and permit costs will be included in the design contract. The scope of work will align with Years 2, 3, and 4, as outlined in the proposed project nomination and staff will include points to measure contract accountability into the Work Plan.

The contractor for sediment and invasive weed removal will be solicited through a Request for Proposal process and awarded to the lowest bidder. SNWA's Purchasing Guidelines were uploaded with this budget. This contractor will provide non-plant supplies and materials, as well as equipment. The cost estimate was generated by SNWA staff with experience and expertise in completing similar restoration projects at the Las Vegas Wash. Installation of plants, irrigation, and trail connection, as well as site preservation and invasive weed removal during the project, will be completed by Soil-Tech, a landscaping contractor with which SNWA has an existing low-bid contract. (That landscaping contract goes out to bid every five years.) The cost estimate includes the cost of four (4) laborers, one (1) operator, and one (1) supervisor per day for four days per week for four weeks. A letter from Soil-Tech outlining the current hourly wages was uploaded with this budget.

7) CONSTRUCTION COSTS (SF-424A Object Class Category 6g)

Activities under an award are considered construction when the major purpose of the award is construction that is being conducted by the recipient (not contractual professional services). Construction activity is allowable only when program legislation includes specific authority for construction and/or when the BLM operating unit specifically authorizes such activity. Activities under an award are considered construction when the major purpose of the award is construction as defined in this chapter. In contrast, alteration of facilities incidental to a non-construction purpose is not considered construction under this chapter. - FAR Part 2 Definitions.

Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Whereas non-construction awards use the SF-424A form; construction awards must use the SF-424C form. Detail provided should include: administrative and legal expenses; land, structures, rights-of-way, appraisals, etc.; relocation expenses and payments; architectural and engineering fees, project inspection fees; site work; demolition and removal; equipment; contingencies; and program income.
PLEASE NOTE: This category is rarely used as typically most construction is contractual or submitted through the SF-424C.
Explain the details and purpose of the costs in the Justification Box below. "□

Description of Construction	Unit	Unit of Measure	Unit Cost	SNPLMA Funds	Unit	Unit of Measure	Unit Cost	Cost Share Funds (if applicable)
N/A				$ -				$ -
				$ -				$ -
				$ -				$ -
				$ -				$ -
				$ -				$ -
				$ -				$ -
				$ -				$ -
		TOTAL (SNPLMA):		**$ -**		**TOTAL (Cost Share):**		**$ -**

Justification: Not applicable to the proposal. Construction necessary for the project will be provided by the construction contractor.

8) OTHER COSTS (SF-424A Object Class Category 6h)

This category contains items not included in the previous categories. List items by the following format: type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (i.e., alcohol, fundraising, meals and coffee breaks).

Give justification for all items in this "Other" category (e.g., separate justification for printing, telephone, postage, rent, etc.). All costs associated with training activities should be placed in the "other" category except costs for consultant and/or contractual. List all expenses anticipated for the training activity in the format above. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. It is recommended that subawards fall under the contractual section rather than the other section.

Explain the details and purpose of the costs in the Justification Box below. PLEASE NOTE: This category is rarely used as typically the majority of costs are listed in other categories.

Description of Other Costs	Unit	Unit of Measure	Unit Cost	SNPLMA Funds	Unit	Unit of Measure	Unit Cost	Cost Share Funds (if applicable)
N/A				$ -				$ -
				$ -				$ -
				$ -				$ -
				$ -				$ -
				$ -				$ -
		TOTAL (SNPLMA):		**$ -**		**TOTAL (Cost Share):**		**$ -**

Justification: Not applicable to the proposal. Environmental compliance currently being completed on other projects is anticipated to cover the proposed project.

9) INDIRECT COSTS (SF-424A Object Class Category 6i)

Indirect costs are those costs incurred for common or joint objectives which cannot be readily identified with an individual project or program but are necessary to the operations of the organization. Refer 2 CFR 200 for more information about indirect costs and facilities and administrative (F&A) costs, including more information regarding predetermined, provisional, and fixed rates.

Provide the most recent indirect cost rate agreement with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a proposal (2 CFR §200.414). The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s).

Any Non-Federal Entity (NFE) that has never received a negotiated indirect cost rate, except for those nonFederal entities described in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph (d)(1)(B) may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. Foreign grantees that do not have a negotiated indirect cost rate may also elect to charge the de minimis rate limited to an indirect cost rate recovery of 10% of modified total direct costs, and foreign grantees that have a negotiated rate agreement with a U.S. federal agency may recover indirect costs at the current negotiated rate.

(Cost sharing specifically committed in the project budget must be included in the organized research base for computing the indirect (F&A) cost rate or reflected in any allocation of indirect costs.)

Use the Justification box below to explain how you calculated your indirect cost base and resulting indirect costs. □

Description of Indirect Cost	SNPLMA Funds	Cost Share Funds (if applicable)
N/A		
TOTAL (SNPLMA)	**$ -**	**TOTAL (Cost Share): $ -**

Justification: SNWA does not have a negotiated indirect cost rate and is not requesting any indirect costs.

DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT (BLM)

FEDERAL AWARD SPECIFIC TERMS AND CONDITIONS

BUREAU OF LAND MANAGEMENT
Federal Award Specific Terms and Conditions

Table of Contents

I. COOPERATIVE AGREEMENT OBJECTIVES: 3
II. STATEMENT OF PROJECT SCOPE DETAILS 4
III. RESPONSIBILITIES OF THE PARTIES 4
IV. TERM OF AGREEMENT 6
V. PRIOR APPROVAL 6
VI. PRE-AWARD INCURRANCE OF COSTS 6
VII. AMENDMENT, REMEDIES FOR NONCOMPLIANCE, TERMINATION 6
VIII. FINANCIAL SUPPORT AND PAYMENT METHOD 6
IX. COST-SHARE REQUIREMENT AND PROGRAM INCOME 8
X. APPROVED INDIRECT RATE 9
XI. PERFORMANCE AND FINANCIAL MONITORING 9
XII. PERFORMANCE, FINANCIAL, AND OTHER REPORTING 10
XIII. LIABILITY, INSURANCE, AND INDEMNIFICATION 13
XIV. PROPERTY UTILIZATION 14
XV. KEY OFFICALS 15
XVI. SPECIAL TERMS AND CONDITIONS 15

I. COOPERATIVE AGREEMENT OBJECTIVES:

The Southern Nevada Water Authority will restore approximately five acres of riparian habitat along the Las Vegas Wash within Clark County Wetlands Park, located on the eastern edge of the Las Vegas Valley. This project will enhance ecological resilience in a critical urban watershed while expanding opportunities for the community to connect with nature. By improving vegetation structure, stabilizing soils, and supporting native species, the restoration will create high-quality habitat for the diverse plants and wildlife that live in—and migrate through—the Wash. The project will also provide free, accessible outdoor recreation experiences for residents and visitors, strengthening the connection between people and the natural landscapes that sustain the region.

A. Public Benefit:

The proposed project will enhance public access to recreation by improving the Clark County Wetlands Park through restoration of the Upstream Historical Lateral North, providing equitable opportunities for communities across the Las Vegas Valley to connect with nature. The project supports community well-being by improving water quality and expanding outdoor recreation in an area with a regional shortage of parks and trails. Because the Las Vegas Wash is a vital urban river that carries more than 200 million gallons of water daily to Lake Mead—Southern Nevada's primary drinking water source—restoration is essential for protecting public health and maintaining the ecological functions of the Wash's wetlands. The project also contributes to mental-health benefits by offering quiet, natural spaces and opportunities for wildlife observation, which research shows can reduce stress and improve mood. Overall, the project addresses environmental, recreational, and public-health needs in a rapidly growing region that has historically faced barriers to accessing high-quality outdoor spaces.

B. Federal Award Performance Goals

Federal Award Performance Goals. The BLM must include in the Federal award an indication of the timing and scope of expected performance by the non-Federal entity as related to the outcomes intended to be achieved by the program. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with Federal awarding agency policy). Where appropriate, the Federal award may include specific performance goals, indicators, milestones, or expected outcomes (such as outputs, or services performed or public impacts of any of these) with an expected timeline for accomplishment. Reporting requirements must be clearly articulated such that, where appropriate, performance during the execution of the Federal award has a standard against which non-Federal entity performance can be measured. The BLM may include program-specific requirements, as applicable. These requirements should be aligned with agency strategic goals, strategic objectives or performance goals that are relevant to the

program.

Project Goals:

a. Restore ~5 acres at the Historic Lateral North to original elevations.
b. Revegetate the Historical Lateral North with native riparian and wetland species.

II. STATEMENT OF PROJECT SCOPE DETAILS

A. The Recipient's Project Proposal dated 9/2/25 entitled "Las Vegas Wash Restoration Activities (WA13)", is accepted by the BLM and incorporated herein, as part of this agreement in order to serve as the project work plan.

B. Additional documents incorporated by reference:

1) The following recipient documents dated 1/26/2026 to include:
   a) Budget Information- Non- Construction Programs

III. RESPONSIBILITIES OF THE PARTIES

A. The Recipient shall carry out the Statement of Project Scope Details in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.

B. Recipient will also be responsible for significant developments, i.e., events that may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the recipient must inform the BLM or pass-through entity as soon as the following types of conditions become known:

1. Problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. The disclosure must include a statement of the action taken or contemplated and any assistance needed to resolve the situation.
2. Favorable developments that enable meeting time schedules and/or objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Deliverables:

Restore approximately 5 acres of degraded riparian corridor at the Upstream Historical Lateral North to more natural elevations and functional hydrology.

Re-establish native riparian and wetland vegetation communities using locally appropriate seed mixes, tree poles, cuttings, and container plants to improve habitat quality and ecological function.

Enhance habitat for sensitive wildlife, including the endangered southwestern willow flycatcher, threatened yellow-billed cuckoo, monarch butterflies, and other species reliant on riparian and wetland ecosystems.

Improve water quality and watershed resilience by stabilizing soils, increasing vegetative cover, and supporting wetland processes that naturally filter runoff entering the Las Vegas Wash and Lake Mead.

Support long-term ecosystem recovery and community benefits through post-construction vegetation monitoring, weed management, and establishing conditions that promote sustainable habitat, recreation, and educational opportunities at Clark County Wetlands Park.

See also the Special Terms and Conditions.

C. The BLM will be responsible for:

Monitor and provide Federal oversight of activities performed under this Agreement. Monitoring and oversight include review and approval of financial status and performance reports, payment requests, and tasks identified below. Additional monitoring activities may include site visits, conference calls, and other on-site or off-site monitoring activities. At the Recipient's request, BLM may also provide technical assistance to the Recipient in support of the objectives of this agreement.

D. BLM Substantial Involvement

The Bureau of Land Management (BLM) will provide substantial involvement throughout Las Vegas Wash Restoration Activities. A BLM archeologist can provide support for compliance with Section 106. The BLM Program Officer can assist in coordination with Clark County and Reclamation for any review associated with securing landowner approvals for conducting ground restoration along the Las Vegas Wash within Wetlands Park. A BLM botanist can provide technical input on native vegetation and erosion control. This collaborative approach ensures BLM's support is integrated into project planning and implementation, enabling timely adjustments to address challenges and maintain progress toward successful completion.

IV. TERM OF AGREEMENT

A. The term, or period of performance, of this agreement shall become effective as of the date shown on the signed award cover page and may remain in effect for a maximum of five (5) years.

The BLM will consider continued support of the project upon; (a) the recipient showing progress satisfactory to the BLM toward program goals and the determination by the BLM that continuation of the program would be in the best interests of the Government, (b) project is still in line with management's top priorities, and/or (c) the availability of funds.

V. PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308 (f).

VI. PRE-AWARD INCURRANCE OF COSTS

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this Agreement are not allowed.

VII. AMENDMENT, REMEDIES FOR NONCOMPLIANCE, TERMINATION

A. This Agreement may be amended at any time, prior to the expiration date only by written instrument executed by both parties. Amendments will be in writing and approved by the BLM Grants Management Officer and the authorized representative of the Recipient.
B. Additional conditions may be imposed by BLM if it is determined that the Recipient is non-compliant with the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.
C. This agreement may be terminated, consistent with applicable termination provisions for Agreements found in of 2 CFR §200.340-343.

VIII. FINANCIAL SUPPORT AND PAYMENT METHOD

A. BLM will provide funding to the Recipient in an amount not to exceed $1,048,553, in accordance with the BLM approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of the Federal Financial assistance award from the Department of the Interior carries with is the responsibility to be aware of, and comply with, the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.

B. Recipient shall request payment as applicable in accordance with the following:
   1. **Method of Payment**. Payment will be made in advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.
   2. **Requesting Advances**. Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same–day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
   3. **Requesting Reimbursement**. Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
   4. **Adjusting Payment Requests for Available Cash**. Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
   5. **Bank Accounts**. All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
   6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior BLM approval of payments may be required when/if a FA Recipient is determined to be "high risk" or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the BLM GMO that a payment request has been submitted. The BLM GMO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

C. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory, and funding is available.

D. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the BLM GMO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

E. Any non–Federal share, whether in cash or in–kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the GMO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in–kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

F. Reimbursable Costs and Limitations. The recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the agreement. The only costs which are authorized for a period of up to 90 days following the award expiration date are those strictly associated with closeout activities for preparation of the final report. The BLM's financial participation is limited. The BLM will only fund up to its share of those amounts requested in the project proposal and as are subsequently approved and funded in the agreement. The recipient shall not be obligated to continue performance under the agreement or to incur costs in excess of the costs set forth in the proposal and subsequent agreement. However, if the Recipient chooses to expend funds in excess of the approved project budget, the Recipient will be responsible to fund the excess without funding participation by the Bureau.

G. System for Award Management (SAM, http://www.sam.gov/) Recipients of Federal financial assistance must maintain current registration with the System for Award Management (SAM, www.SAM.gov). Failure to maintain registration can impact access to funds and future obligations under this agreement and any other financial assistance or procurement award the recipient may have with the Federal government.

IX. COST-SHARE REQUIREMENT AND PROGRAM INCOME

A. Cost Sharing and Matching. Cost sharing for this agreement shall be in accordance with 2 CFR §200.306, Subpart D, Cost sharing or matching:

The recipient is providing a voluntarily cost share in the amount of $83,264 as provided in the budget detail.

B. Program Income. Program Income generated by this award will be in accordance with:

2 CFR §200.307(e)(1) Deduction - Program income must be deducted from total allowable costs to determine the net allowable costs, and be used for current costs unless the Federal awarding agency authorizes otherwise. Program income that the non-Federal entity did not anticipate at the time of the Federal award must be used to reduce the Federal award and non-Federal entity contributions rather than to increase the funds committed to the project. Program income generated through the performance of this project must be reported on Standard Form (SF) 425, Federal Financial Report (see section 6. PERFORMANCE, FINANCIAL, AND OTHER REPORTING).

X. APPROVED INDIRECT RATE

1. Indirect costs were not requested and are not authorized on this agreement.

XI. PERFORMANCE AND FINANCIAL MONITORING

A. In accordance with 2 CFR §200.328 Financial Reporting and §200.329 Monitoring and Reporting Program Performance, the recipient is responsible for oversight, monitoring, and reporting of its activities under Federal awards to assure compliance with applicable Federal requirements and that performance expectations are being achieved. The BLM's monitoring of the recipient's activities may include review of the award file including discussions with the recipient regarding reporting, award activities, and project status (desk reviews), analysis of financial and performance reports, and discussions of specific issues related to project implementation, observation of project activity, and review of planned versus actual progress (site visits). The BLM has the right to inspect and evaluate the work performed or being performed under this agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

B. BLM programmatic monitoring addresses the content and substance of the program. It is a qualitative review to determine performance, innovation, and contributions to the field. The BLM may make site visits as warranted by program needs. In addition, the BLM has the right of timely and unrestricted access to any books, documents, papers, or other records of the recipient's that are pertinent to the award, in order to make audits, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to recipient personnel for the purpose of interviews and discussions related to such documents.

C. BLM financial monitoring ensures compliance with financial guidelines and general accounting practices. On-site or internal financial reviews are conducted to determine if:
   1. award recipients are properly accounting for the receipt and expenditures of federal funds;
   2. expenditures are in compliance with federal requirements and award special conditions; and
   3. proper documentation on financial monitoring activities is prepared, maintained, and distributed as appropriate.

XII. PERFORMANCE, FINANCIAL, AND OTHER REPORTING

Periodic financial and performance is a condition of this financial assistance award. Submission of reports is required whether or not any work has been attempted and/or any funds have been drawn down or expended. Failure to comply with the reporting requirements included in this agreement may be considered a material non-compliance with the terms and conditions of the award. Non-compliance may result in withholding of future payments, suspension or termination of the agreement, recovery of funds paid under the agreement, and withholding of future awards. The periodic status reporting required under this agreement is as follows.

Financial and Performance will be on a semi-annual reporting cycle for both Financial and Performance Progress Reporting is identified in the Notice of Award**.**

Submit Reports to GrantSolutions.gov.

At the end of the agreement, final SF425 financial reports and performance reports submitted by the recipient and/or pass-through entity must be submitted no later than 120 calendar days after the period of performance end date, termination, and/or project completion, whichever comes first. A subrecipient must submit to the pass-through entity, no later than 90 calendar days after the period of performance end date, all final reports as required by the terms and conditions of the Federal award. See also §200.344. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any financial report.

Final reports are to be submitted electronically within GrantSolutions.gov.

A. Federal Financial Reports

Recipients of Federal Financial Assistance are required to submit periodic financial reports which document the financial status of their awards. The Federal Financial Report (FFR) or Standard Form (SF) 425 and SF425A. Expenditures and/or income may be reported either on a cash or accrual basis, whichever method is normally used by the recipient. Submitted SF425 reports must be signed by an authorized official of the recipient certifying that the information complete, accurate, consistent with the recipient's accounting system, and that all expenditures and obligations are for the purposes set forth in the agreement. The SF425 represents a claim to the Federal government, filing a false claim may result in civil or criminal penalties. Blank SF425 forms with instructions are available on the Grants.gov web site, URL http://www.grants.gov/web/grants/forms.html .

1. Although the Recipient may not be required to report quarterly to the GMO on the FFR or SF-425, the Recipient must submit quarterly financial status reports in the SMART online database. The SMART online database collects status from the previous quarter and funding for the future quarter, as detailed in the table below:

Current Federal Fiscal Year (FY) Quarter	SMART Opens	SMART Closes	Quarterly Status Progress Reporting for:	ASAP Requests and Expended/Obligated for:
Q1	October 1	October 31	Q4 Previous FY (Jul-Sep)	Q2 Current FY (Jan-Mar)
Q2	January 1	January 31	Q1 Current FY (Oct-Dec)	Q3 Current FY (Apr-Jun)
Q3	April 1	April 30	Q2 Current FY (Jan-Mar)	Q4 Current FY (Jul-Sep)
Q4	July 1	July 31	Q3 Current FY (Apr-Jun)	Q1 Following FY (Oct-Dec)

B. Performance Progress Reports

Recipients of Federal financial assistance are required to submit periodic performance reports prepared in accordance with 2 CFR§ 200.329 Monitoring and Reporting Program Performance. There is no standard form, however performance reports should always relate to the performance goals and objectives identified in Section 1. of this agreement. Performance reports must be submitted in a narrative summary to include, but not limited to, the following:

1. Completed established goals, work in progress, future work, the percentage of work completed (based on Section 1 of this document).
2. The reasons why established goals and objectives were not met or problems which may impact the ability to complete work on time with recommendations on their resolution, if appropriate.
3. Prediction of future activities and how they will be accomplished.
4. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful.
5. Where performance trend data and analysis would be informative to the BLM program the Federal awarding agency should include this as a performance reporting requirement.
6. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Property Reports

SF-428 Tangible Personal Property Report
This may also be required under the terms and conditions of this cooperative agreement. Tangible personal property means property of any kind, except real property, that has physical existence. It includes equipment and supplies. It does not include copyrights, patents or securities. Property may be provided by the awarding agency or acquired by the recipient
with award funds.

Federally owned property consists of items that were furnished by the Federal government. If the recipient acquires property using Federal Funds, a Federal Interest is created and an annual report on the status of the equipment must be submitted. Any property acquired under this agreement; report required every two years thereafter for the life of the agreement.

SF-429 (A) Real Property General Reporting
This report must be submitted annually on the same date as the recipient's first SF-425 and then reported every three years after the agreement closes.

SF 429 (B) Request to Acquire, Improve, or Furnish
This report must be submitted whenever a recipient is requesting approval to use SNPLMA funds to purchase property, begin construction, or engage in major renovation of facilities.

SF 429 (C) Final Disposition
Disposition requests for Federal property with any Federal Interest must be submitted within 120 of the end of the Period of Performance and must also be

submitted whenever a recipient is seeking approval to sell, transfer, or encumber property subject to a federal interest. Recipients must retain all records for three (3) years after final disposition.

Recipients will work with the assigned GMO and PO to determine which of these reports must be submitted.

XIII. LIABILITY, INSURANCE, AND INDEMNIFICATION

A. **Liability.** The BLM assumes no liability for any actions or activities conducted under the agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act, 28 USC 2671.

B. **Indemnification**. This agreement will be constructed under the laws of the United States and the State of Nevada. The Recipient hereby agrees:

1. To provide workers' compensation protection to the recipient's officers, employees, and representatives;
2. To accept responsibility for any property damage, injury, or death caused by the acts or omissions of their employees or representatives acting within the scope of their employment arising under this Agreement, to the fullest extent permitted by law;
3. To cooperate with the BLM in the investigation and defense of any claims that may be filed with the BLM arising out of the activities of the Recipient, its agents, and employees;
4. In the event of damage to or destruction of the buildings and facilities assigned for the use of the Recipient in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the BLM to replace or repair the buildings or facilities. If the BLM determines in writing, after consultation with the Recipient that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the Recipient, the BLM shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this agreement, then failure to substitute and assign other facilities acceptable to the Recipient will constitute termination of this agreement by the BLM.

C. **Flow-down**. For the purpose of this clause, "recipient" includes such subrecipients, contractors, or subcontractors as, in the judgement of the recipient and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purpose of this clause.

D. **Identified Activities**. All activities carried out in connection with this financial assistance agreement.

XIV. PROPERTY UTILIZATION

A. Government-furnished property (GFP), such as tools and equipment, furnished by the BLM to the recipient shall be used for official purposes only and shall be subject to the terms of the agreement. Tools and equipment shall be returned in the same condition received except for normal wear and tear in project use. Any BLM property used, or other property acquired under this agreement, including intangible property such as copyrights and patents, shall be governed by the property management provisions of 2 CFR §200.311 to §200.316, Property Standards.

B. Insurance Coverage: The non-Federal entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Refer to 2 CFR §200.310.

C. Intangible Property:

1. Title to intangible property (see § 200.59 Intangible property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally authorized purpose and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in § 200.313 Equipment paragraph (e).
2. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
3. The non-Federal entity is subject to applicable regulations governing patents and inventions, including Governmentwide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."
4. The Federal government has the right to:

    a) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
    b) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

D. Recipient staff will be required to complete a BLM-approved Defensive Driving Course if driving a Government-owned vehicle (GOV).

E. Recipient staff will be required to complete a BLM-approved Four-wheel ATV safety and training program if using Government-furnished ATVs.

F. Recipient staff will be required to complete a BLM-approved safety and training program if using Government-furnished power equipment, such as chainsaws, woodchippers, etc. The recipient will be responsible for meeting all protective equipment requirements if using Government-furnished equipment.

XV. KEY OFFICALS

The key officials on this agreement are listed on the award cover page(s) and are considered to be essential to ensure maximum coordination and communication between the parties and the work being performed.

A. Communication: Recipient shall address any communication regarding this Agreement to the Grants Management Officer and copy the Program Officer.

B. Changes in Key Officials: Neither BLM nor Recipient may make any changes in a key official without notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to evaluate the impact of such a change in the project scope specified within this Agreement. Any change in key officials will be made only by amendment to this Agreement.

XVI. SPECIAL TERMS AND CONDITIONS

A. BLM Responsibilities for SNPLMA funded project.

- Review and accept the recipient's project work plan before funds are authorized for expenditure.
- Approve the recipient to transition from planning activities to implementation of the project objectives following the acceptance of prerequisite environmental, cultural/historic, and/or land-use compliance and documentation requirements.
- Closely monitor the project's quarterly status information for scope, time, and amount and its compliance with the SNPLMA Implementation Agreement.
- Conduct a pre-work, progress, and final site visits.
- Manage the change management process, including the request, decision, and post-decision actions involving the project's scope, time, and amount.

- Ensure completion of the project's deliverable(s), accurate reporting of accomplishments, and public accomplishment information in annual reports and databases.
- Verify recipient has met the initial "planning" phase of the federal award through consultation with the local BLM office of jurisdiction to ensure project compliance with applicable federal environmental laws (e.g., National Environmental Policy Act, Section 7 of the Endangered Species Act) and demonstrates compliance with Section 106 of the National Historic Preservation Act (NHPA); then provide written approval to the SNPLMA Program Manager (Program Officer) once the recipient has satisfactorily completed compliance with applicable federal environmental laws, cultural/historic required protocols, and land-use compliance and documentation requirements, as appropriate.
- Monitor the recipient's progress for scope, time, and amount, in compliance with the 2 CFR Part 200 and the SNPLMA Implementation Agreement (e.g., review quarterly and annual status and reporting).
- Conduct periodic file review of backup documentation for expenditures, and conduct a final inspection for project closeout upon completion.
- Ensure completion of the project's deliverable(s), accurate reporting of accomplishments, and public accomplishment information in annual reports and databases.
- Manage the change management process, including the request, decision, and post- decision actions involving the project's scope, time, and amount.

B. Recipient responsibilities for SNPLMA funded project.
   - Adhere to the policies and procedures identified in the effective SNPLMA Implementation Agreement.
   - Adhere to the Recipient procurement plan and federal procurement standards under 2 CFR § 200.318. Ensure federal, state, and local government permits are obtained, if required.
   - Initiate, complete, and provide proof of documentation compliance with federal environmental and cultural resource laws.
     - The recipient must provide to the PO documentation that confirms compliance is satisfactorily completed before the recipient will be allowed to proceed project implementation. When proof of compliance has been provided, the PO will respond by email to the recipient (and e-copy the GMO) a "SNPLMA notice to proceed" to allow the recipient to proceed with project implementation.
   - Include the following conspicuously placed disclosure for materials generated for display or distribution (brochures, flyers, public planning documents, public scoping meetings, videos, etc.): "This project was funded due to the Southern Nevada Public Land Management Act, which authorized the sale of

BLM-administered federal lands within a designated boundary in the Las Vegas Valley and required proceeds to be used on projects to fund federal, state and local projects that benefit communities and public lands."

Provide project signage conspicuously placed, which states: "This project was funded due to the Southern Nevada Public Land Management Act, which authorized the sale of BLM-administered federal lands within a designated boundary in the Las Vegas Valley and required proceeds to be used on projects to fund federal, state, and local projects that benefit communities and public lands."

C. Recipients Responsibility for Subrecipient Monitoring

The award recipient is responsible for oversight of the operations of the award-supported activities. The recipient shall monitor its activities under the SNPLMA award to ensure compliance with applicable Federal requirements and that performance expectations are being achieved. Additionally, if a recipient issues a subaward, then that recipient is responsible for monitoring the subaward and ensuring that the subaward recipient complies with all applicable Federal statutes, regulations, and award terms and conditions (2 CFR 200.329). For more information on pass-through entities' award management and subaward monitoring requirements see 2 CFR 200.332.

D. Recipient responsibilities for Budget and Program Revisions on SNPLMA awards

Recipients must submit, in writing to the BLM's Program Officer (PO) and Grant Management Officer (GMO)any request for budget or program revision in accordance with 2 CFR §200.308. A request to extend the project and/or budget period shall be requested by the recipient and submitted to the GMO in writing at least 30 days prior to the expiration date of the period of performance. A written justification should be included any request for changes.

All amendments to the agreement shall be in writing and signed by a GMO with sufficient signatory authority. No oral or written statements made by any person other than the BLM GMO shall, in any manner, modify or otherwise affect the terms of the agreement.

- Requests to modify this Agreement's scope, time, or amount will require advance approval of the authorized SNPLMA official. A request for modification must be made to the SNPLMA Division using the modification request form in the SNPLMA Implementation Agreement, Part Two, Appendix L Project Modification Form.

- Request to modify this Agreement's scope, time or amount shall be submitted no later than 120 calendar days before the current Agreement end date.
- Requests for extensions for the reimbursement of funds will be considered on a case-by-case basis.
- Requests to modify this Agreement's scope, time, or amount that receive approval from the SNPLMA Division via a decision memo signed by the SNPLMA authorized representative must complete additional steps/documentation to modify this Agreement through Grant Solutions and receive a modified agreement executed by the GMO.
- This Agreement may be modified by written agreement signed by both the Recipient's Authorized Representative and the GMO. Administrative changes (i.e., GMO or PO name change, etc.) that do not change the work plan, scope, time, or amount, may be unilaterally signed by the GMO.

E. ASAP Draw Down Requirements for SNPLMA Projects:

- Prior to requesting an ASAP drawdown, the Recipient shall send an email to the appropriate program specific PO (aka SNPLMA Program Manager) and e-copy the BLM representatives identified below, with the amount of funding to be drawn down **at least 3 days before** requesting the ASAP draw down. If the ASAP draw down request contains multiple projects by the Recipient, the Recipient shall provide the PO a list of the projects to draw down funds separated by agreement number and amount.

    - Noelle Glines Bovio Program Manager nglinesbovio@blm.gov and e-copy
    - Amy Lee, aelee@blm.gov – BLM National Operations Center (NOC); and
    - Gary Thompson, Finance Manager, BLM Business Services Division National Operations Center (NOC): gthompso@blm.gov

- An ASAP draw down will be made only in the amount(s) necessary to meet the current reimbursement needs. The GMO and PO may request additional information to support the drawdown of funding. The drawdown of funding may not commence until the additional documentation or justification is received. The PO will confirm the Recipient may complete the draw down via email.
- An ASAP draw down can occur as frequently as needed. The Recipient shall make every effort to stay within the quarterly projections submitted to the PO through the SMART database, however, if the recipient needs to draw down more funding than previously projected, the Recipient will provide justification via email to the PO prior to initiating the ASAP draw down request.

- The Recipient must retain documentation to support all ASAP draw downs, organized by draw down. Failure to retain the appropriate level of documentation to support the draw down may result in a determination that the reimbursement, or certain costs within the reimbursement, is/are not allowable or allocable to the federal award.
- Approval to complete a drawdown of funding does not imply the expenditures are allowable or allocable. The GMO and/or the PO will complete progress and final financial file reviews to determine the allowable and allocable costs to the federal award. Expenditures that are determined to be unallowable or unallocable after disbursement will be deducted from the next draw down request.
- Prior to the closeout of the award unused funding will be deobligated by the GMO.
- No advance payment is allowed.

DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT (BLM)

FEDERAL AGENCY REQUIREMENTS TERMS AND CONDITIONS

Effective: 02/05/2026

BUREAU OF LAND MANAGEMENT

Federal Agency Requirements Terms and Conditions

Table of Contents

I. U.S. Department of the Interior Standard Terms and Conditions 3
II. Bureau of Land Management Standard Terms and Conditions 3
A. Administrative Requirements: 3
B. National Policy Requirements 5
C. Recipient Integrity and Performance 12
D. Deposit of Publications. 14
E. Presidential Directive-12 (HSPD-12) 14
F. Federal Information Systems Security Awareness Training 16

I. U.S. Department of the Interior Standard Terms and Conditions

Recipients must also adhere to the Department of Interior Standard Terms and Conditions located at U.S. Department of the Interior Standard Terms and Conditions of Award https://edit.doi.gov/grants/doi-standard-terms-and-conditions

II. Bureau of Land Management Standard Terms and Conditions

A. Administrative Requirements:

1. Recipients and subrecipients of the Department of the Interior (DOI) financial assistance (i.e., grant and cooperative agreement) awards (awards) must comply with the applicable terms and conditions incorporated into their Notice of Funding Opportunity or Notice of Award. These terms and conditions are in addition to the assurances and certifications made as part of the award application process through submission of the Standard Forms SF-424B Assurances for Non-Construction Programs and SF-424D Assurances for Construction Programs (see https://www.grants.gov/forms/forms-repository/sf-424-family), or through acceptance of certifications and representations in the System for Award Management (SAM.gov).

2. Recipient Responsibilities Regarding Subrecipients and Subcontractors Recipients passing Federal funds through to subrecipients and contractors are responsible for ensuring their subrecipients and contractors are aware of and comply with applicable award statutes, regulations, and agency requirements. Recipients must review their official award document for additional administrative and programmatic requirements. Recipient and subrecipient failure to comply with the general terms and conditions outlined below and those directly reflected on the official financial assistance award document can result in the DOI taking one or more of "Remedies for Noncompliance" described in Title 2 Code of Federal Regulations (CFR) Section 200.339 through Section 200.343.

3. No-Cost Extension Requests A no-cost extension request, if granted, allows a recipient additional time to complete the overall goals and performance objectives of the award.

4. If the recipient determines additional time is required to complete the project's original scope with the funds already made available, an authorized official of the recipient entity may submit a request in writing to the awarding officer to extend the award if the awarding agency has not waived the prior approval provision set forth in §200.308 Revision of Budget and Program Plans, (e). Extension requests must be made at least ten (10) calendar days before the original period of the performance end date explaining the reason for the request. Extensions are not automatic and must not be requested merely to use unobligated balances. The awarding official will inform the recipient in writing whether an extension request has been granted.
    a) Department of the Interior Agency Regulations for Grants and Cooperative Agreements Recipients are required to follow the applicable provisions of Title 2 CFR, Subtitle B, Chapter XIV, Parts 1400-1499, the "Financial Assistance Interior Regulations."

5. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:
    a) Recipients are required to follow the applicable provisions of the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" ('Uniform Guidance') located at Title 2 CFR Part 200.

    Institutions of Higher Education (IHE), State and Local Governments, Tribal Governments, and Non-Profit Organizations

    b) In addition to Subparts A-F of the Uniform Guidance, IHEs, State and local government, tribal, and non-profit recipients are required to follow applicable Uniform Guidance (2 CFR Part 200) provisions, including:
        (1) Special Consideration for States, Local Governments, and Indian Tribes §200.416, Cost allocation plans and indirect cost proposals §200.417, Interagency service
        (2) Special Consideration for Institutions of Higher Education §200.418, Costs incurred by states and local governments §200.419, Cost accounting standards and disclosure statement
    c) CFR Subpart F, Audit Requirements
    d) Appendix III - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHE)
    e) Appendix IV - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations
    f) Appendix V - State/Local Government and Indian Tribe Wide Central Service Cost Allocation Plans

g) Appendix VI - Public Assistance Cost Allocation Plans

h) Appendix VII - States and Local Government and Indian Tribe Indirect Cost Proposals

i) Appendix VIII - Nonprofit Organizations Exempted from Subpart E of Part 200

6. For-Profit Entities, Individuals, and Others. For-profit entities, individuals and others not covered by provisions set forth in previous sections must follow applicability standards set forth in Section 2 CFR 200.101(b) (2), Table 1.

B. National Policy Requirements

1. The following statutory, regulatory, and national policy requirements apply to individuals and non-Federal entities, including foreign public entities and foreign organizations, receiving, or performing under Federal awards, unless otherwise described in this section.

a) 2 CFR Part 200, §200.112, Conflict of Interest

The recipient must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with 2 CFR Part 1402, Financial Assistance Interior Regulation, Section 1402.112 What are the conflict-of-interest policies?

b) 43 U.S.C. Chapter 46, Geospatial Data, §2801–2811

Recipient collection of geospatial data under a DOI-funded award requires a due diligence search at the GeoPlatform.gov list of datasets to discover whether the needed geospatial-related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data is not already available, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at www.fgdc.gov. Recipients must submit a digital copy of all GIS data produced or collected as part of the award funds to the DOI bureau or office via email or data transfer. All GIS data files shall be in open format. All delineated GIS data (points, lines, or polygons) should be established in compliance with the approved open data standards with complete feature level metadata.

c) 2 CFR Section 1402.315, What are the requirements for availability of data

(1) All data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, valuation products or other scientific assessments in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual, resulting from a financial assistance agreement is available for use by the Department of the Interior, including being available in a manner that is sufficient for independent verification.

(2) The Federal Government has the right to:

(a) Obtain, reproduce, publish, or otherwise use the data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, or other scientific assessments, produced under a Federal award; and

(b) Authorize others to receive, reproduce, publish, or otherwise use such data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, or other scientific assessments, for Federal purposes, including to allow for meaningful third-party evaluation.

d) 2 CFR Part 170, Reporting Subawards and Executive Compensation

(1) Reporting First Tier Subawards:

(a) Applicability. Unless the recipient is exempt from this award term, the recipient must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

(b) Where and When to Report:

(i) The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to https://www.sam.gov

(c) What to Report:

(i) The recipient must report the information about each obligatory action that the submission instructions posted at https://www.sam.gov specify.

(2) Reporting Total Compensation of Recipient Executives for Non-Federal Entities

(a) Applicability and What to Report

The recipient must report total compensation for each of the recipient's five (5) executives with the highest compensation for the preceding completed fiscal year, if:

(i) The total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 CFR Appendix A to Part 170 (b)(1)(i);

(ii) In the preceding fiscal year, the recipient received:

(a) 80 percent or more of the recipient's annual gross revenue from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Appendix A to part 170 (b)(1)(ii)(A) (and subawards);

(b) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Appendix A to part 170 (b)(1)(ii)(B) (and subawards); and

(c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm)

(b) Where and When to Report

The recipient must report on executive total compensation described in paragraph b.1. of the award term:

(i) As part of the recipient's registration profile at SAM.gov.

(ii) No later than the end of the second month after the initial award data, and annually thereafter.

(3) Reporting of Total Compensation of Subrecipient Executives:

(a) Applicability and What to Report

Unless the recipient is exempt as provided in paragraph 4. of this award term, for each first-tier non-Federal entity subrecipient under this award, the recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if in the subrecipient's preceding fiscal year, the subrecipient received:

(i) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Appendix A to part 170 (b)(1)(ii)(A) (and subawards);

(ii) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards); and

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm))

(b) Where and When to Report

The recipient must report subrecipient executive total compensation:

(i) To the recipient.

(ii) By the end of the month following the month during which the recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the recipient must report any required compensation information of the subrecipient by November 30 of that year.

(4) Exemptions

If, in the previous tax year, the recipient had gross income, from all sources, under $300,000, the recipient is exempt from the requirements to report:

(a) Subawards, and

(b) The total compensation of the five most highly compensated executives of any subrecipient.

(5) Definitions

For the purpose of this award term:

(a) "Federal Agency" means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

(b) "Non-Federal entity" means all the following, as defined in 2 C.F.R. Part 25:

(i) A Governmental organization, which is a State, local government, or Indian tribe;

(ii) A foreign public entity;

(iii) A domestic or foreign nonprofit organization; and

(iv) A domestic or foreign for-profit organization.

(c) "Executive" means officers, managing partners, or any other employees in management positions.

(d) "Subaward" means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.

(i) The term does not include the recipient's procurement of property and services needed to carry out the project or program (for further explanation see 2 CFR 200.331).

(ii) A subaward may be provided through any legal agreement, including an agreement that the recipient or a subrecipient considers a contract.

(e) "Subrecipient" means a non-Federal entity or federal agency that:

(i) Receives a subaward from the recipient under this award; and

(ii) Is accountable to the recipient for the use of the Federal funds provided by the subaward.

(f) "Total compensation" means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402 (c)(2)).

e) Scientific and Scholarly Activities. This section is only applicable to agreements covered under the policy:

(1) Scientific integrity is vital to Departmental Activities under which scientific research, data, summaries, syntheses, interpretations, presentations, and/or publications are developed and used. Failure to uphold the highest degree of scientific integrity will result not only in potentially flawed scientific results, interpretations, and applications but will damage the Department's reputation and ability to uphold the public's trust. All work performed must comply with the Department Scientific Integrity Policy posted to https://www.doi.gov, or its equivalent as provided by their organization or State law.

f) 43 CFR Part 18, New Restrictions on Lobbying. The Authorized Representative's signature on the application submitted to a DOI Bureau or Office certifies to the statements in 43 CFR Part 18, Appendix A-Certification Regarding Lobbying. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal government in connection with an award and require disclosure of the use of non-Federal funds for lobbying. Any recipient that requests or receives more than $100,000 in Federal funding and has made or agrees to make any payment using non-appropriated funds for lobbying in connection with a proposal or award shall submit a completed Form SF-LLL, "Disclosure of Lobbying Activities," regarding the use of non-Federal funds for lobbying. Visit 43 CFR Part 18.110, Certification and Disclosure requirements for more information. This provision does not apply to Tribes, tribal organizations, or Indian organization expenditures specifically permitted under other Federal laws.

g) 5 U.S.C. Parts 1501-1508 and 7324-7328 (i.e., Hatch Act). Recipient agrees to comply, as applicable, with requirements of the Hatch Act, which limits certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

h) 41 U.S.C. Part 6306, Prohibition on Members of Congress Making Contracts with Federal Government. No member of or delegate to the United States Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

i) 43 CFR Part 17- Nondiscrimination in Federally Assisted Programs of the Department of the Interior prohibit discrimination on the basis of race, color, or national origin in programs or activities receiving Federal financial assistance.

j) 42 U.S.C. Chapter 126 of The Americans with Disabilities Act of 1990, entitled "Equal Opportunity for Individuals with Disabilities" prohibits discrimination based on disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation. Further, 42 U.S.C. Chapter 60, Subtitle C Part 60-1.4(b) is applicable in full enforcement by reference in these terms and conditions, including the equal opportunity clause and requirements for clauses in contracts for all construction projects receiving Federal financial assistance funding.

k) 28 CFR Section 35, Non-discrimination on the Basis of Disability in State and Local Government Services implements Subtitle A of Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131-12134), as amended by the ADA Amendments Act of 2008 (Pub. L. 110-325, 122 Stat. 3553), which prohibits discrimination on the basis of disability by public entities.

l) Homeland Security Presidential Directive (HSPD) 12. The subrecipient or contractor must comply with personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under a subaward or contract who require routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system.

m) Executive Order No. 13043, Section 1(c) and (d) (1997), Increasing Seat Belt Use in the United States encourages recipients including tribal governments to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

n) Executive Order No. 13513, Section 4 (2009), Federal Leadership on Reducing text Messaging While Driving. DOI encourages recipients and subrecipients to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or a Government Owned Vehicle, or while driving a Personal Owned Vehicle when on official Government business or when performing any work for or on behalf of the Government.

o) Executive Order No. 14026 (2021), Increasing the Minimum Wage for Federal Contractors. Establishes a minimum hourly wage paid by parties that contract with the Federal government of $15.00. The Order applies to any contract or contract-like instrument, Contract-like instruments are defined in 29 CFR §23.20, Definitions.

p) 35 U.S.C., Title 35, Part II, Chapter 18, Patent Rights in Inventions Made with Federal Assistance. Formerly known as the Patent and Trademark Act Amendments, the Bayh-Dole Act is a federal law enacted in 1980 that enables universities, nonprofit research institutions and small businesses to own, patent and commercialize inventions developed under federally funded research programs within their organizations. The law creates a uniform patent policy among the federal agencies that fund research. The standard patent rights clause is set forth at 37 C.F.R, Chapter IV, Part 401 and included as needed at the program and award level.

C. Recipient Integrity and Performance

1. Reporting of Matters Related to Recipient Integrity and Performance

a) General Reporting Requirement. If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then the recipient during that period of time must maintain the currency of information reported to SAM.gov, the designated integrity and performance system) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under Section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by Section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

b) Proceedings About Which the Recipient Must Report. Submit the required information for each proceeding that:

(1) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

(2) Reached its final disposition during the most recent five-year period; and

(3) Is one of the following:

(a) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and

(c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

c) Reporting Procedures. Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The recipient does not need to submit the information a second time under assistance awards received if the recipient already provided the information through SAM because the recipient was required to do so under Federal procurement contracts that the recipient was awarded.

d) Reporting Frequency. During any period of time when the recipient is subject to the requirement in paragraph 1 of this award term and condition, the recipient must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the recipient has not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

e) Definitions. For purposes of this award term and condition:

(1) Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

(2) "Conviction" for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

(3) "Total value of currently active grants, cooperative agreements, and procurement contracts" includes:

(a) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(b) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

D. Deposit of Publications.

In addition to any requirements listed in the Project Management Plan, two (2) copies of each applicable publication produced under this agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W. Washington, D.C. 20240

E. Presidential Directive-12 (HSPD-12)

As implemented by Homeland Security, if performance of this agreement requires recipient/subrecipient personnel to have a Federal government-issued Personal Identity Verification (PIV) credential before being allowed unsupervised access to a DOI facility and/or information system, the Program Officer will be the sponsoring official and will make the arrangements through a DOI Access Card Sponsor for personal identity verification and DOI Access Card issuance.

1. At least two weeks before start of agreement performance, the recipient must identify all recipient and subrecipient personnel who will require physical and/or logical access for performance of work under this agreement. Physical Access means routine, unescorted or unmonitored access to non-public areas of a Federally controlled facility. Logical Access means routine, unsupervised access to a Federally controlled information system. The recipient and subrecipient must make their personnel available at the place and time specified by the Program Officer in order to initiate screening and background investigations. The following forms, or their equivalent, may be used to initiate the credentialing process:

a) OPM Standard Form 85 or 85P

b) OF-306

c) National Criminal History Check (NCHC) (local procedures may require fingerprinting to be done at a police station; in this case, any charges are to be borne by the recipient or subrecipient, as applicable)

d) Release to Obtain Credit Information

e) PIV Card Application (web-based)

2. Before starting work under this agreement, a National Criminal History Check (NCHC) will be initiated to verify the identity of the individual applying for clearance and to determine the individual's suitability for the position. If the NCHC adjudication is favorable, a DOI Access Card will be issued for that individual. If the adjudication is unfavorable, the credentials will not be issued and the recipient or subrecipient must make other arrangements for performance of the work. In the event of a disagreement between the recipient/subrecipient and the Government concerning the suitability of an individual to perform work under this agreement, DOI shall have the right of final determination.

3. Recipient and subrecipient employees must give, and authorize others to give, full, frank, and truthful answers to relevant and material questions needed to reach a suitability determination. Refusal or failure to furnish or authorize provision of information may constitute grounds for denial or revocation of credentials. Government personnel may contact the recipient or subrecipient personnel being screened or investigated in person, by telephone or in writing, and the recipient or subrecipient must ensure they are available for such contact.

4. Alternatively, if an individual has already been credentialed by another agency through the Office of Personnel Management (OPM), and that credential has not yet expired, further clearance may not be necessary. In that case, the recipient/subrecipient must provide the sponsoring office with documentation that supports the individual's credentialed status.

5. Recipient and subrecipient employees who have been successfully adjudicated will be issued DOI Access Cards, which must be activated at a USAccess Credentialing Center. Those Recipient or subrecipient employees not located within a reasonable travel time of a USAccess Credentialing Center will be screened and issued alternate credentials, such as temporary access badges.

6. During performance of this agreement, the recipient must keep the Program Officer appraised of changes in personnel to ensure that performance is not delayed by compliance with credentialing processes. Cards that have been lost, damaged, or stolen must be reported to the Program Officer, Grants Management Officer, and Issuing Office within 24 hours. If reissuance of expired credentials is needed, it will be coordinated through the Program Officer.

7. At the end of this agreement's performance, or when a recipient/ subrecipient employee is no longer working under this agreement, the recipient will ensure that all identification cards are returned to the Program Officer.

F. Federal Information Systems Security Awareness Training

Before the recipient, or any of its employees or subrecipients, are granted access to the BLM Federal computer system, they must first successfully complete the U.S. Department of the Interior's (DOI) Federal Information Systems Security Awareness Online Course. This course was designed specifically for users of Federal computer systems. The course is a Web-based training product that explains the importance of Information Systems Security and takes approximately one hour to complete. This course is mandatory for all DOI employees, contractors, recipients, and all other users of DOI computer resources. Topics covered in the course include: threats and vulnerabilities, malicious code, user responsibilities, and new developments affecting Information Systems Security.

1. Conflicts of Interest

a) Applicability:

(1) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

(2) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR §200.318 apply.

b) Requirements:

(1) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.

(2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.

(3) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

c) Notification:

(1) Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR § 200.112, Conflicts of Interest.

(2) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.

(3) Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

(4) Review Procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(5) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

2. Federal Information Systems Security Awareness Training. Before the recipient, or any of its employees or subrecipients, are granted access to the BLM Federal computer system, they must first successfully complete the U.S. Department of the Interior's (DOI) Federal Information Systems Security Awareness Online Course. This course was designed specifically for users of Federal computer systems. The course is a Web-based training product that explains the importance of Information Systems Security and takes approximately one hour to complete. This course is mandatory for all DOI employees, contractors, recipients, and all other users of DOI computer resources. Topics covered in the course include: threats and vulnerabilities, malicious code, user responsibilities, and new developments affecting Information Systems Security.

   a) Marketing, Publications and Communications. Any outreach, marketing or communication activities, which may include BLM funding, staff or equipment, or the use of the BLM logo, must be approved by the communication Director or the Communications Director's designee of BLM Colorado prior to initiating work done as a result of the activities, project or program supported through this agreement. This includes any form of communication, whether in print, video, or other type of electronic format.

   b) Access. In the event of a site/facility closure, the Recipient shall not perform or make deliveries to the site/facility until it is reopened by the Government, unless otherwise instructed by the Grants Management Officer or Program Officer.

   c) Prohibition on Providing Funds to the Enemy

      The recipient must:

      (1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR §180.300 prior to issuing a subaward or contract and;

      (2) Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.

(3) The recipient may include the substance of this clause, including paragraph (a) of this clause, in subawards under this grant or cooperative agreement that have an estimated value over $50,000 and will be performed outside the United States, including its outlying areas.

(4) The Federal awarding agency has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the Federal awarding agency becomes aware that the recipient failed to exercise due diligence as required by paragraph (a) of this clause or if the Federal awarding agency becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

d) Incorporates the Special Terms and Conditions Required by Buy America required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58.

(1) Buy American Domestic Procurement Preference:

(a) As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

(b) Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(i) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(ii) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(iii) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

(c) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

(d) Waivers. When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the circumstances below applies:

(i) Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;

(ii) Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or

(iii) Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

(e) There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers. If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials. If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to www.doi.gov/grants/buyamerica and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office. Waiver requests shall include the information below:

(i) Type of waiver requested (non-availability, unreasonable cost, or public interest);

(ii) Requesting entity and Unique Entity Identifier (UEI) submitting the request;

(iii) Department of Interior Bureau or Office who issued the award;

(iv) Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award);

(v) Financial assistance title of project (reference block 8 on DOI Notice of Award);

(vi) Federal Award Identification Number (FAIN);

(vii) Federal funding amount (reference block 11.m. on DO Notice of Award);

(a) Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known);

(b) Infrastructure project description(s) and location(s) (to the extent known);

(c) List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each;

(d) A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor;

(viii) A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation; and Anticipated impact if no waiver is issued. Approved waivers will be posted at www.doi.gov/grants/BuyAmerica/ApprovedWaivers; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officers.

(2) Definitions:

(a) "Construction materials" includes an article, material, or supply that is or consists primary of:

(i) Non-ferrous metals;

(ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);

(iii) Glass (including optic glass);

(iv) Lumber;

(v) Drywall

(b) "Construction materials" does not include:

(i) Cement and cementitious materials;

(ii) Aggregates such as stone, sand, or gravel; and

(iii) Aggregate binding agents or additives.

(c) "Domestic content procurement preference'' means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

(d) "Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

(e) ''Project'' means the construction, alteration, maintenance, or repair of infrastructure in the United States.

(3) Additional Access to Recipient Records:

In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations. The substance of this clause, including this paragraph, is required to be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over $50,000 and will be performed outside the United States, including its outlying areas.

(4) Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. Federal award recipients are prohibited from using government funds to enter contracts (or extend or renew contracts) with entities that use covered telecommunications equipment or services as described in section 889 of the 2019 National Defense Authorization Act. This prohibition applies even if the contract is not intended to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services.

SIGNATURES

Recipients are NOT required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard award terms and conditions, the recipient's acceptance of the financial assistance is defined as the start of work, drawing down funds, or accepting the award via electronic means.

Project Abstract

Grantee Name:	SOUTHERN NEVADA WATER AUTHORITY
Grant Number:	L26AC00040-00
Project Title:	Las Vegas Wash Restoration Activities (WA13)
Project Period:	04/01/2026 - 03/31/2031

The Southern Nevada Water Authority will restore approximately five acres of riparian habitat along the Las Vegas Wash within Clark County Wetlands Park, located on the eastern edge of the Las Vegas Valley. This project will enhance ecological resilience in a critical urban watershed while expanding opportunities for the community to connect with nature. By improving vegetation structure, stabilizing soils, and supporting native species, the restoration will create high-quality habitat for the diverse plants and wildlife that live in—and migrate through—the Wash. The project will also provide free, accessible outdoor recreation experiences for residents and visitors, strengthening the connection between people and the natural landscapes that sustain the region.

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

May 21, 2026

Subject:
Cooperative Agreement

Petitioner:
Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:
That the Board of Directors ratify the approval of a cooperative agreement between the Bureau of Land Management and the Authority to receive funding for the Warm Springs Natural Area Wildlife and Bird Viewing Tower in the amount of $1,000,000 and authorize the General Manager to approve future modifications if the future modifications do not fiscally impact the Authority.

Fiscal Impact:
The Bureau of Land Management will reimburse the Authority up to $1,000,000 in grant funding. Funding is contingent on the Authority providing a cost share of $80,894 in project costs. Funds requested for current year expenditures are available in the Authority's Operating Budget. Funds for future year expenditures will be budgeted accordingly.

Background:
The Southern Nevada Public Land Management Act (SNPLMA) provides for the disposal of Bureau of Land Management land and creates a special account for the distribution of funds for various projects. The Authority acquired the now 1,250-acre Warm Springs Natural Area (WSNA) in 2007, with funding authorized by the Secretary of the Interior (Secretary) in Round 6 of the SNPLMA Park, Trails, and Natural Area nominations. As a condition of the acquisition, the Authority committed to manage the WSNA as a natural area with a low-impact public use component for visitors to enjoy the site's abundant natural resources. In Rounds 11, 15, and 18, the Authority received SNPLMA funding for public use improvements, including a restroom, drinking fountain, a boardwalk, spring viewing platform, an amphitheater, and trail expansion.

In 2023, the Authority submitted a project proposal to design and construct a wildlife and bird viewing tower at the WSNA. This project will connect people to the outdoors and provide the opportunity to view the natural landscape from a new physical perspective above the mesquite canopy. In 2024, the Secretary issued a decision approving the Round 20 nominations. SNPLMA provided the Notice of Intent to Award in April 2025 and issued the Cooperative Agreement in April 2026. To avoid additional delays in project implementation, the Cooperative Agreement was executed, pending ratification by the Board of Directors.

At this time, the Board is being asked to ratify the Cooperative Agreement, which includes the provisions necessary for the Authority to receive funding. This action is authorized pursuant to NRS 277.180 and Section 6(o) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this cooperative agreement.

JJE:CNP:KH:CCD:MB:JS;ta
Attachment: Agreement

AGENDA ITEM # **3**

NOTICE OF AWARD

1. DATE ISSUED *MM/DD/YYYY*
04/01/2026

1a. SUPERSEDES AWARD NOTICE dated
except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. ASSISTANCE LISTING NUMBER
15.235 - Southern Nevada Public Land Management

3. ASSISTANCE TYPE Cooperative Agreement

4. GRANT NO. L26AC00041-00
Originating MCA #

5. TYPE OF AWARD
Other

4a. FAIN L26AC00041

5a. ACTION TYPE New

6. PROJECT PERIOD *MM/DD/YYYY*
From 04/01/2026 **Through** *MM/DD/YYYY* 03/31/2031

7. BUDGET PERIOD *MM/DD/YYYY*
From 04/01/2026 **Through** *MM/DD/YYYY* 03/31/2031

AUTHORIZATION (Legislation/Regulations)

Southern Nevada Public Land Management Act of 1998, 31 U.S.C. 6901, PL 105-263

8. TITLE OF PROJECT (OR PROGRAM)
Warm Springs Natural Area Wildlife and Bird Viewing Tower (WA12)

9a. GRANTEE NAME AND ADDRESS
SOUTHERN NEVADA WATER AUTHORITY
100 N City Pkwy STE 700
Las Vegas, NV, 89106-4615

9b. GRANTEE PROJECT DIRECTOR
Julie Schoolmeester
1001 South Valley View Boulevard
Las Vegas, NV, 89107-4447
Phone: 702.539.2965

10a. GRANTEE AUTHORIZING OFFICIAL
Mr. John Entsminger
1001 S Valley View Blvd
Las Vegas, NV, 89107-4447
Phone: 702-875-7080

10b. FEDERAL PROJECT OFFICER
Michelle Leiber
BUREAU OF LAND MANAGEMENT - SNDO, SNPLMA Division
NVS00550
Las Vegas, NV, 89130
Phone: (702) 515-5168

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only		
II Total project costs including grant funds and all other financial participation		II
a. Salaries and Wages	$	46,780.00
b. Fringe Benefits	$	27,432.00
c. Total Personnel Costs	$	74,212.00
d. Equipment	$	0.00
e. Supplies	$	6,682.00
f. Travel	$	0.00
g. Construction	$	0.00
h. Other	$	0.00
i. Contractual	$	1,000,000.00
j. TOTAL DIRECT COSTS	$	1,080,894.00
k. INDIRECT COSTS	$	0.00
l. **TOTAL APPROVED BUDGET**	$	1,080,894.00
m. Federal Share	$	1,000,000.00
n. Non-Federal Share	$	80,894.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	$	1,000,000.00
b. Less Unobligated Balance From Prior Budget Periods	$	0.00
c. Less Cumulative Prior Award(s) This Budget Period	$	0.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	$	1,000,000.00
13. Total Federal Funds Awarded to Date for Project Period	$	1,000,000.00

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	$	d. 5	$
b. 3	$	e. 6	$
c. 4	$	f. 7	$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER *(See REMARKS)*

a

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - (●) Yes ( ) No)

GRANTS MANAGEMENT OFFICIAL:
Tamera Freeman, Grants Management Officer
1340 Financial Blvd
Reno, NV, 89502-7147
Phone: 775-861-6587

17. VENDOR CODE 0070159896 **18a. UEI** SM1CPB4X7E88 **18b. DUNS** 135965650 **19. CONG. DIST.** 01

LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
1	0054011654-00010	$1,000,000.00	04/01/2026	03/31/2031	5232	SNPLMA RD 20 PTNA #WA12 (20-10)

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
04/01/2026	09/30/2026	Semi-Annual	12/29/2026
10/01/2026	03/31/2027	Semi-Annual	06/29/2027
04/01/2027	09/30/2027	Semi-Annual	12/29/2027
10/01/2027	03/31/2028	Semi-Annual	06/29/2028
04/01/2028	09/30/2028	Semi-Annual	12/29/2028
10/01/2028	03/31/2029	Semi-Annual	06/29/2029
04/01/2029	09/30/2029	Semi-Annual	12/31/2029
10/01/2029	03/31/2030	Semi-Annual	07/01/2030
04/01/2030	09/30/2030	Semi-Annual	12/30/2030
04/01/2026	03/31/2031	Project Final	07/29/2031

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
04/01/2026	09/30/2026	Semi-Annual	12/29/2026
10/01/2026	03/31/2027	Semi-Annual	06/29/2027
04/01/2027	09/30/2027	Semi-Annual	12/29/2027
10/01/2027	03/31/2028	Semi-Annual	06/29/2028
04/01/2028	09/30/2028	Semi-Annual	12/29/2028
10/01/2028	03/31/2029	Semi-Annual	06/29/2029
04/01/2029	09/30/2029	Semi-Annual	12/31/2029
10/01/2029	03/31/2030	Semi-Annual	07/01/2030
04/01/2030	09/30/2030	Semi-Annual	12/30/2030
04/01/2026	03/31/2031	Project Final	07/29/2031

REMARKS

1. This cooperative agreement is made and entered into by the Department of the Interior, Bureau of Land Management, Nevada State Office (BLM), and Southern Nevada Water Authority for the “Warm Springs Natural Area Wildlife and Bird Viewing Tower (WA12)” for the purpose of collaborating with the recipient to engage in a project with the goal of providing a public service and benefit as authorized by US Code.

   Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries the responsibility to be aware of, and comply with, the terms and conditions of the award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.

   Projects are awarded for SNPLMA Round 20 Nominations under the Southern Nevada Public Land Management Act of 1998 (SNPLMA, Public Law 105-263, as amended)

   Notice of Intent (NOI) Announcement Number: L-LSNPLMA-25-001

   Required Cost Sharing/Matching: $80,894

   Indirect Cost Rate: 0%

Required Periodic Status Reporting

- Performance Reports: Semi-Annual
- SF425 Financial Reports: Semi-Annual

Submit Reports Through GrantSolutions Reporting Feature

Refer to Attachment Number 1 and Attachment Number 2 for the Award Terms and Conditions.

See the Special Terms and Conditions in Attachment Number 1 for SNPLMA program requirements.

The BLM Program Officer for this award is Michelle Leiber, mleiber@blm.gov, 702-515-5168.

The Grants Management Officer for this award is Tamera Freeman, tamera_freeman@ios.doi.gov, 775-861-6587.

AWARD ATTACHMENTS

SOUTHERN NEVADA WATER AUTHORITY L26AC00041-00

1. Budget
2. Terms and Conditions Attachment 1
3. Terms and Conditions Attachment 2
4. Project Abstract

SNPLMA Round 20
PROJECT BUDGET DETAIL & NARRATIVE
Parks, Trails, and Natural Areas

Project Name: Warm Springs Natural Area Wildlife and Bird Viewing Tower

Entity Name: Southern Nevada Water Authority **Date:** November 2, 2023

SNPLMA Category: PTNA **GS-Applicant#:** TBD

POC Name: Julie Schoolmeester **POC Title:** Management Analyst

POC Email: julie.schoolmeester@snwa.com **POC Phone:** 702.539.2965

Budget Cost Categories (SF424A)	SNPLMA Funds	Cost Share Funds
1) Personnel	$ -	$ 46,780
2) Fringe Benefits	$ -	$ 27,432
3) Travel	$ -	$ -
4) Equipment	$ -	$ -
5) Supplies	$ -	$ 6,682
6) Contractual	$ 1,000,000	$ -
7) Construction	$ -	$ -
8) Other (e.g., training)	$ -	$ -
Total Direct Costs (sum of 1 through 8)	**$ 1,000,000**	**$ 80,894**
9) Indirect Charges	$ -	$ -
TOTAL BUDGET (Direct & Indirect Costs)	**$ 1,000,000**	**$ 80,894**

Notes:

1) PERSONNEL COSTS (SF-424A Object Class Category 6a)

Provide the title or position planned to charge labor to the project, and provide both the annual (for multiyear awards) and total: salary/amount each position is paid; the percent of time position contributes to this award; and the number of months the employee is paid. State if any positions are vacant at the time, and if so, anticipated hire date. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects. Recipient should ensure the cost of living increase is built into the budget and justified.

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs (2 CFR §200.413c). Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the approved budget or have the prior written approval of the Grants Officer; and (4) The costs are not also recovered as indirect costs.

Name and Title/Position	**Unit**	**Unit Cost** (Salary/Wage)	**Unit of Measure** (Months or Hours)	**SNPLMA Funds**	**Unit**	**Unit Cost** (Salary/Wage)	**Unit of Measure** (Months or Hours)	**Cost Share Funds** (if applicable)
Environmental Biology Supervisor				$ -	50	$ 81	Hours	$ 4,056
Management Analyst				$ -	75	$ 52	Hours	$ 3,886
Grants Accountant				$ -	50	$ 64	Hours	$ 3,182
Archaeologist				$ -	40	$ 62	Hours	$ 2,478
Environmental Biologist II				$ -	315	$ 68	Hours	$ 21,348
WSNA Maintenance Coordinator				$ -	240	$ 42	Hours	$ 10,142
PI Coordinator				$ -	40	$ 42	Hours	$ 1,687
				$ -				$ -
				$ -				$ -
				$ -				$ -
				$ -				$ -
		TOTAL (SNPLMA):		**$ -**		**TOTAL (Cost Share):**		**$ 46,780**

Justification: REQUESTED UPDATES:
The Environmental Biology Supervisor will provide supervision on the contract procurement and the overall project. He will assist with procuring permits, review design, and attend any contractor meetings. He will assist the Management Analyst with coordinating communication with BLM staff, e.g. tours; reviewing quarterly and annual reports, and accomplishment updates prior to submitting.

The Management Analyst will serve as the liaison with BLM staff, gather information for reporting, and submit reporting. She has experience in agreement administration and federal reporting systems.

The Grants Accountant will serve as the accountant for the cooperative agreement. He will prepare financial reports and complete ASAP drawdowns after BLM staff have approved expenses.

The Archaeologist will complete cultural compliance work , including a thorough ground clearance survey once the site has been prepared by removing any existing vegetation. Although a ground clearance survey was already conducted by the archaeologist when the tower site was first selected, an additional survey will be conducted by the archaeologist prior to any ground disturbance and will inspect any excavated holes for footings for any evidence of cultural resources.

The Environmental Biologist II will serve as PM, order supplies, and gather data for reporting. He will manage the project, including selecting contractors, structure design, blueprints and specs, and coordinating the construction process. He will also help direct the public information elements of the project in the drafting and production of brochures and signage.

The WSNA Maintenance Coordinator will supervise contractors on-site and assist with on-site work as needed.

The Public Information Coordinator will assist with outreach materials and signage.

2) FRINGE BENEFITS (SF-424A Object Class Category 6b)

Fringe benefits are usually applicable to direct salaries and wages. **Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done**. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated. The fringe rate should be proportional among the federal and non-federal share categories. If a fringe rate is greater than 35%, a description and breakdown of the benefits must be provided unless a negotiated indirect cost rate agreement (NICRA) has been provided. If fringe benefits are not computed by using a percent of salaries, provide a breakdown of how the computation is done. The applicant should not combine the fringe benefit costs with direct salaries and wages in the personnel category.

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs (2 CFR §200.413c). Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the approved budget or have the prior written approval of the Grants Officer; and (4) The costs are not also recovered as indirect costs.

Name and Title/Position	Unit Cost (Salary or Wage - amounts budgeted in Section 6.a)	Fringe Rate (%)	SNPLMA Funds	Unit Cost (Salary or Wage - amounts budgeted in Section 6.a)	Fringe Rate (%)	Cost Share Funds (if applicable)
Environmental Biology Supervisor			$ -	$ 4,056	59%	$ 2,378
Management Analyst			$ -	$ 3,886	59%	$ 2,279
Grants Accountant			$ -	$ 3,182	59%	$ 1,866
Archaeologist			$ -	$ 2,478	59%	$ 1,453
Environmental Biologist II			$ -	$ 21,348	59%	$ 12,518
WSNA Maintenance Coordinator			$ -	$ 10,142	59%	$ 5,948
PI Coordinator			$ -	$ 1,687	59%	$ 989
			$ -			$ -
	TOTAL (SNPLMA):		**$ -**	**TOTAL (Cost Share):**		**$ 27,432**

Justification: Includes 34.87% retirement, OPEB expense 1.45%, FICA 8.49%, Umeployment .11%, and health insurance 13.71%
Fringe for employees adjusted periodically and the FY23 is 58.64%.
OPEB Expense includes other postemployment benefits like life insurance and deferred comp. FICA includes the standard federal payroll taxes. Unemployment Premium is for DETR, NV's state-run unemployment program.

3) TRAVEL COSTS (SF-424A Object Class Category 6c)

Travel expenses must make a direct and logical contribution to the project's purpose and deliverables (including tasks and subtasks, as appropriate). Please round to the nearest whole number. Add as many lines as necessary. This form is only to help estimate the total travel costs. Provide a narrative justification describing the travel staff will perform. List origin and destination, number of trips planned, who will be making the trip, purpose of travel and how it relates to the scope of work, and approximate dates. If mileage is to be paid, provide number of miles and the cost per mile. If travel is by air, show cost of airfare and proposed airline (if known). If per diem/lodging is to be paid, indicate number of days and the amount for each day's per diem and the number of nights and the amount for each night's lodging. Include any ground transportation when applicable. Total each trip planned.

Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "other" category. Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project.

If travel details are unknown, then the basis for proposed costs should be explained (i.e., historical information). Travel costs can be charged on an actual basis, on a per diem or mileage basis in lieu of actual costs incurred, or a combination of the two if applied consistently and results in reasonable charges. Travel support for dependents of key project personnel may be requested only when the travel is for a duration of six months or more either by inclusion in the approved budget or with the prior written approval of the Grants Officer (2 CFR §200.475(c)(2)).http://www.gsa.gov/portal/content/104877.

Description of Travel and Purpose	**Unit**	**Unit of Measure** (trip, mileage, lodging, per diem)	**Unit Cost**	**SNPLMA Funds**	**Unit**	**Unit of Measure** (trip, mileage, lodging, per diem)	**Unit Cost**	**Cost Share Funds** (if applicable)
N/A				$ -				$ -
				$ -				$ -
				$ -				$ -
				$ -				$ -
				$ -				$ -
				$ -				$ -
				$ -				$ -
	TOTAL (SNPLMA):			**$ -**	**TOTAL (Cost Share):**			**$ -**

Justification: Not applicable to the proposal.

4) EQUIPMENT (SF-424A Object Class Category 6d)

Purchase, lease, or rental of equipment (not included in a contract or agreement) for project implementation. Equipment must make a direct and logical contribution to the project's purpose and deliverables (including tasks and subtasks, as appropriate). SNPLMA will only pay for the value of the equipment used during the project. The value of the equipment must be documented at the beginning and end of use to determine the amount SNPLMA will pay, if greater than $5,000. Please round to the nearest whole number. Add as many lines as necessary. This form is only to help estimate the total equipment costs. Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment.

Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000.
Lease vs. Purchase Analysis must accompany every equipment request over $5,000 even if a lease vs purchase analysis cannot be completed, a statement is required to that effect. General purpose equipment such as office equipment and furnishings, and information technology equipment and systems are typically not eligible for direct cost support (2 CFR §200.439)--and not eligible for SNPLMA reimbursement.

Description of Equipment	Quantity	Unit of Measure	Cost per Unit	SNPLMA Funds	Quantity	Unit of Measure	Cost per Unit	Cost Share Funds (if applicable)
N/A				$ -				$ -
				$ -				$ -
				$ -				$ -
				$ -				$ -
				$ -				$ -
				$ -				$ -
			TOTAL (SNPLMA):	**$ -**		**TOTAL (Cost Share):**		**$ -**

Justification: Not applicable to the proposal. Any equipment required for the proposed project will be furnished by the construction contractor.

5) SUPPLIES & MATERIALS (SF-424A Object Class Category 6e)

Supplies/materials must make a direct and logical contribution to the project's purpose and deliverables (including tasks and subtasks, as appropriate). Supplies/materials must be the minimum amount necessary to accomplish the project; purchasing extra supplies/materials to "stock the cache" for post project management activities is prohibited.

List by supply item (add lines as needed). An explanation is necessary for supplies costing more than $5,000, or 5% of the award, whichever is greater. Show unit cost of each item, number needed, and total amount. Provide both the annual (for multiyear awards) and total for supplies. Provide justification of the supply items and relate them to specific program objectives. It is recommended that when training materials are kept on hand as a supply item, that it be included in the "supplies" category. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized and shown in the "other" category. If appropriate, general office supplies may be shown by an estimated amount per month multiplied by the number of months in the budget period. Requirements for supplies, which exceed the thresholds: explain the type of supplies to be purchased, or nature of the expense in the budget narrative; provide a breakdown of supplies by quantity and cost per unit if known; and indicate basis for estimate of supplies, i.e., historical use on similar projects. If your organization has a written policy for purchasing supplies, please submit a copy with your application. Explain the purpose of the costs in the Justification Box below.

Description of Supplies	Quantity	Unit of Measure	Cost per Unit	SNPLMA Funds	Quantity	Unit of Measure	Cost per Unit	Cost Share Funds (if applicable)
WSNA full-color brochures				$ -	1000	Brochure	1.00	$ 1,000
WSNA full-color flyers				$ -	1000	Flyer	1.00	$ 1,000
Sign for tower				$ -	$ 1	Sign	1,182.00	$ 1,182
Webcam for tower				$ -	$ 1	Webcam	2,500.00	$ 2,500
Webcam service				$ -	$ 1	Year Servic	1,000.00	$ 1,000
				$ -				$ -
				$ -				$ -
			TOTAL (SNPLMA):	**$ -**		**TOTAL (Cost Share):**		**$ 6,682**

Justification: REQUESTED UPDATES:
Supply components are for outreach aspects of the project. Print collateral is important for outreach to help bring guests to WSNA. A new sign at the tower location will provide additional educational information for guests. A webcam at the tower, with service linking a live stream to the WSNA website, will provide individuals who cannot physically access the property a chance to experience wildlife viewing. Costs were calculated based on quotes and invoices from previous projects. A packet of quotes and invoices was uploaded with this application. All supply components are cost share.

6) CONTRACTUAL COSTS (SF-424A Object Class Category 6f)

Provide separate budget line items for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the justification section (e.g., line item cost breakdown of the estimated contract). Contingency costs are disallowed. Describe products or services to be obtained and indicate the applicability or necessity of each to the project. Please note the differences between subaward, contract, and vendor:

· *Subaward* is provided by a pass-through entity to subrecipient to carry out part of a Federal award scope/objectives. Does not include payments to a contractor/individual that is a beneficiary of a Federal program.

· *Contract* means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award.

· *Vendor* is generally a dealer/distributor/other seller that provides, e.g., supplies, expendable materials, or data processing services in support of the project activities.

Do not incorporate contractual indirect costs under the indirect costs line item for the applicant/grantee. Explain the details and purposes of the costs in the Justification Box below.

· Identify Purpose [Name-TBD] and whether Subrecipient, Contractor, or Vendor.

· Method of Selection: Include how selection will be made. If sole source, include an explanation. Include qualifications.

· Period of Performance: Include the dates/length for the performance period. If it involves a number of tasks, include the performance period for each task.

· Scope of Work: List and describe the specific tasks to be performed.

· Criteria for Measuring Accountability: Include line item costs and total for each contract amount. Identify indirect costs (and rate used) to be paid under contract.

Description of Contract	Unit	Unit of Measure	Unit Cost	SNPLMA Funds	Unit	Unit of Measure	Unit Cost	Cost Share Funds (if applicable)
Design Contract	1	Design Work	$ 75,000	$ 75,000				$ -
Construction Contract				$ -				$ -
Permitting	1	Various county and local permits	$ 18,000	$ 18,000				$ -
Supplies/Materials (Possible prefab)	1	Structure/Foundation/Footing	$ 750,000	$ 750,000				$ -
Equipment rental	1	Contractor may rent equipment; however, **no** equipment will be purchased.	$ 150,000	$ 150,000				$ -
Labor	200	Hours	$ 35	$ 7,000				$ -
				$ -				$ -
		TOTAL (SNPLMA):		**$ 1,000,000**		**TOTAL (Cost Share):**		**$ -**

Justification: REQUESTED UPDATES:
Contractual costs of $1,000,000 are estimated for two contracts:

Design contract
Design work will include the production of design concepts, blueprints, and structural drawings, complete with specifications. These drawings and specifications will need to meet all funding agreement and safety requirements prior to being reviewed and stamped by a Professional Engineer.

Construction contract
On-the-ground construction work for the proposed project, including, but not limited to site preparation and mobilization; foundation and/or footings; all supplies and materials required for construction of the tower or to install a prefabricated tower; and any equipment rental required for construction or installation. Line item estimates for contract components are broken out in the table above. The estimates are based on scaling and engineering estimates from a similar bird viewing tower built by the City of Henderson (COH) at the Henderson Bird viewing preserve (see support uploaded with this application). The reference tower was built in 2010, so costs are out of date, but a COH engineer provided SNWA with an opinion on costs in 2025 dollars. Design and permit costs will also be included in the construction contract. The contractor may need to rent various pieces of equipment. The scope of work will align with Years 2, 3, and 4, as outlined in the proposed project nomination and staff will include points to measure contract accountability in the Work Plan.

Contractors are solicited through a Request for Proposal process and awarded to the lowest bidder. A copy of SNWA's Purchasing Guidelines was uploaded with this application.

7) CONSTRUCTION COSTS (SF-424A Object Class Category 6g)

Activities under an award are considered construction when the major purpose of the award is construction that is being conducted by the recipient (not contractual professional services). Construction activity is allowable only when program legislation includes specific authority for construction and/or when the BLM operating unit specifically authorizes such activity. Activities under an award are considered construction when the major purpose of the award is construction as defined in this chapter. In contrast, alteration of facilities incidental to a non-construction purpose is not considered construction under this chapter. - FAR Part 2 Definitions.

Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Whereas non-construction awards use the SF-424A form; construction awards must use the SF-424C form. Detail provided should include: administrative and legal expenses; land, structures, rights-of-way, appraisals, etc.; relocation expenses and payments; architectural and engineering fees, project inspection fees; site work; demolition and removal; equipment; contingencies; and program income.
PLEASE NOTE: This category is rarely used as typically most construction is contractual or submitted through the SF-424C.
Explain the details and purpose of the costs in the Justification Box below. "□

Description of Construction	Unit	Unit of Measure	Unit Cost	SNPLMA Funds	Unit	Unit of Measure	Unit Cost	Cost Share Funds (if applicable)
N/A				$ -				$ -
				$ -				$ -
				$ -				$ -
				$ -				$ -
				$ -				$ -
				$ -				$ -
				$ -				$ -
		TOTAL (SNPLMA):		$ -		TOTAL (Cost Share):		$ -

Justification: Not applicable to the proposal. Construction necessary for the project will be provided by the construction contractor.

8) OTHER COSTS (SF-424A Object Class Category 6h)

This category contains items not included in the previous categories. List items by the following format: type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (i.e., alcohol, fundraising, meals and coffee breaks).

Give justification for all items in this "Other" category (e.g., separate justification for printing, telephone, postage, rent, etc.). All costs associated with training activities should be placed in the "other" category except costs for consultant and/or contractual. List all expenses anticipated for the training activity in the format above. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. It is recommended that subawards fall under the contractual section rather than the other section.

Explain the details and purpose of the costs in the Justification Box below. PLEASE NOTE: This category is rarely used as typically the majority of costs are listed in other categories.

Description of Other Costs	Unit	Unit of Measure	Unit Cost	SNPLMA Funds	Unit	Unit of Measure	Unit Cost	Cost Share Funds (if applicable)
				$ -				$ -
				$ -				$ -
				$ -				$ -
				$ -				$ -
				$ -				$ -
		TOTAL (SNPLMA):		**$ -**		**TOTAL (Cost Share):**		**$ -**

Justification: Not applicable to the proposal. Environmental compliance currently being completed on other projects is anticipated to cover the proposed project.

9) INDIRECT COSTS (SF-424A Object Class Category 6i)

Indirect costs are those costs incurred for common or joint objectives which cannot be readily identified with an individual project or program but are necessary to the operations of the organization. Refer 2 CFR 200 for more information about indirect costs and facilities and administrative (F&A) costs, including more information regarding predetermined, provisional, and fixed rates.

Provide the most recent indirect cost rate agreement with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a proposal (2 CFR §200.414). The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s).

Any Non-Federal Entity (NFE) that has never received a negotiated indirect cost rate, except for those nonFederal entities described in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph (d)(1)(B) may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. Foreign grantees that do not have a negotiated indirect cost rate may also elect to charge the de minimis rate limited to an indirect cost rate recovery of 10% of modified total direct costs, and foreign grantees that have a negotiated rate agreement with a U.S. federal agency may recover indirect costs at the current negotiated rate.

(Cost sharing specifically committed in the project budget must be included in the organized research base for computing the indirect (F&A) cost rate or reflected in any allocation of indirect costs.)

Use the Justification box below to explain how you calculated your indirect cost base and resulting indirect costs. □

Description of Indirect Cost	SNPLMA Funds	Cost Share Funds (if applicable)
N/A		
TOTAL (SNPLMA)	**$ -**	**TOTAL (Cost Share): $ -**

Justification: SNWA does not have a negotiated indirect cost rate and is not requesting any indirect costs.

DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT (BLM)

FEDERAL AWARD SPECIFIC TERMS AND CONDITIONS

BUREAU OF LAND MANAGEMENT
Federal Award Specific Terms and Conditions

Table of Contents

I. COOPERATIVE AGREEMENT OBJECTIVES: 3
II. STATEMENT OF PROJECT SCOPE DETAILS 4
III. RESPONSIBILITIES OF THE PARTIES 4
IV. TERM OF AGREEMENT 6
V. PRIOR APPROVAL 6
VI. PRE-AWARD INCURRANCE OF COSTS 6
VII. AMENDMENT, REMEDIES FOR NONCOMPLIANCE, TERMINATION 6
VIII. FINANCIAL SUPPORT AND PAYMENT METHOD 6
IX. COST-SHARE REQUIREMENT AND PROGRAM INCOME 8
X. APPROVED INDIRECT RATE 9
XI. PERFORMANCE AND FINANCIAL MONITORING 9
XII. PERFORMANCE, FINANCIAL, AND OTHER REPORTING 10
XIII. LIABILITY, INSURANCE, AND INDEMNIFICATION 13
XIV. PROPERTY UTILIZATION 14
XV. KEY OFFICALS 15
XVI. SPECIAL TERMS AND CONDITIONS 15

I. COOPERATIVE AGREEMENT OBJECTIVES:

The Bureau of Land Management, in partnership with the Southern Nevada Water Authority, will support the design and construction of a wildlife and bird viewing tower at the Warm Springs Natural Area, located approximately seven miles northwest of Moapa in Clark County, Nevada. The tower will rise 14 feet above grade with a 100-square-foot observation deck accommodating up to 15 visitors, providing an elevated vantage point over the mesquite canopy and riparian habitat. This project will enhance public access to outdoor recreation at no cost, promote environmental stewardship, and allow visitors to observe sensitive species such as the Southwestern willow flycatcher without disturbance. By creating a safe, elevated observation platform, the project will improve visitor experience, foster appreciation for desert ecosystems, and support BLM's mission to connect people with public lands through sustainable infrastructure.

A. Public Benefit:
The proposed project provides substantial public benefits by enhancing equitable access to outdoor recreation, improving the visitor experience, and supporting the long-term health of a regionally significant natural area. By improving the Warm Springs Natural Area (WSNA) with new opportunities for wildlife observation and birdwatching—activities currently limited by the lack of elevated viewing structures—the project expands recreational access for communities of all backgrounds, including those in rural Clark County where parks and trails are in short supply. The project also protects and highlights a landscape of exceptional ecological and cultural importance, including archaeological sites, historic ranchlands, diverse desert and riparian habitats, and the headwaters of the Muddy River, which support endangered species such as the Moapa dace and southwestern willow flycatcher. In addition to ecological and cultural benefits, the project contributes to public health by providing a peaceful natural setting that supports mental well-being. Research shows that birdwatching and time spent outdoors reduce stress, improve mood, and strengthen people's connection to nature.

B. Federal Award Performance Goals
Federal Award Performance Goals. The BLM must include in the Federal award an indication of the timing and scope of expected performance by the non-Federal entity as related to the outcomes intended to be achieved by the program. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with Federal awarding agency policy). Where appropriate, the Federal award may include specific performance goals, indicators, milestones, or expected outcomes (such as outputs, or services performed or public impacts of any of these) with an expected timeline for accomplishment. Reporting requirements must be clearly articulated such that, where appropriate, performance during the execution of the Federal award has a standard against which non-Federal entity

performance can be measured. The BLM may include program-specific requirements, as applicable. These requirements should be aligned with agency strategic goals, strategic objectives or performance goals that are relevant to the program.

Project Goals:

Design a wildlife & bird viewing tower 14-ft. above grade with standing area platform (10-ft. above the ground), 3.5-ft. to 4-ft. of railing to provide 100-SF deck for approximately 15 people capacity.

Construct a wildlife and bird viewing tower.

Develop, design, and install signage for installation on and near the tower.

Fund a webcam on or near the tower to give internet visitors a live view of the river, floodplain, and natural area.

II. STATEMENT OF PROJECT SCOPE DETAILS

A. The Recipient's Project Proposal dated 9/3/25 entitled "Warm Springs Natural Area Wildlife and Bird Viewing Tower (WA12)", is accepted by the BLM and incorporated herein, as part of this agreement in order to serve as the project work plan.

B. Additional documents incorporated by reference:

1) The following recipient documents dated 12/8/2025 to include:
Budget Information- Non- Construction Programs

III. RESPONSIBILITIES OF THE PARTIES

A. The Recipient shall carry out the Statement of Project Scope Details in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.

B. Recipient will also be responsible for significant developments, i.e., events that may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the recipient must inform the BLM or pass-through entity as soon as the following types of conditions become known:

1. Problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. The disclosure must include a statement of the action taken or contemplated and any assistance needed to resolve the situation.
2. Favorable developments that enable meeting time schedules and/or objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Deliverables:

Design and construction of a wildlife and bird viewing tower
• Develop the architectural and engineering design for a viewing tower elevated approximately 14 feet above grade with a standing platform around 10 feet above ground.
• Provide a deck of roughly 100 square feet designed to accommodate about 15 visitors.
• Include railing designs between 3.5 and 4 feet in height.
Development and installation of visitor signage
• Design interpretive and informational signage for placement on or near the tower.
Installation of a wildlife-viewing webcam
• Fund and place a webcam on or near the tower to provide live online views of the river, floodplain, and natural area.

See also the Special Terms and Conditions.

C. The BLM will be responsible for:

Monitor and provide Federal oversight of activities performed under this Agreement. Monitoring and oversight include review and approval of financial status and performance reports, payment requests, and tasks identified below. Additional monitoring activities may include site visits, conference calls, and other on-site or off-site monitoring activities. At the Recipient's request, BLM may also provide technical assistance to the Recipient in support of the objectives of this agreement.

D. BLM Substantial Involvement

The Bureau of Land Management (BLM) will provide substantial involvement throughout the project by actively supporting compliance and technical oversight. A BLM archaeologist can assist with Section 106 compliance, including cultural resource monitoring during ground-disturbing activities, and can collaborate with SNWA to ensure interpretive content for signage accurately reflects cultural and historical resources. In addition, the BLM Program Officer and a civil engineer may review scopes of work, preliminary design concepts, and final construction plans for the wildlife and bird viewing tower. This collaborative approach ensures BLM's support of the project can address unforeseen challenges and maintain progress toward project completion.

IV. TERM OF AGREEMENT

A. The term, or period of performance, of this agreement shall become effective as of the date shown on the signed award cover page and may remain in effect for a maximum of five (5) years.

The BLM will consider continued support of the project upon; (a) the recipient showing progress satisfactory to the BLM toward program goals and the determination by the BLM that continuation of the program would be in the best interests of the Government, (b) project is still in line with management's top priorities, and/or (c) the availability of funds.

V. PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308 (f).

VI. PRE-AWARD INCURRANCE OF COSTS

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this Agreement are not allowed.

VII. AMENDMENT, REMEDIES FOR NONCOMPLIANCE, TERMINATION

A. This Agreement may be amended at any time, prior to the expiration date only by written instrument executed by both parties. Amendments will be in writing and approved by the BLM Grants Management Officer and the authorized representative of the Recipient.
B. Additional conditions may be imposed by BLM if it is determined that the Recipient is non-compliant with the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.
C. This agreement may be terminated, consistent with applicable termination provisions for Agreements found in of 2 CFR §200.340-343.

VIII. FINANCIAL SUPPORT AND PAYMENT METHOD

A. BLM will provide funding to the Recipient in an amount not to exceed $1,000,000 in accordance with the BLM approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of the Federal Financial assistance award from the Department of the Interior

carries with is the responsibility to be aware of, and comply with, the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.

B. Recipient shall request payment as applicable in accordance with the following:

1. **Method of Payment**. Payment will be made in advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.
2. **Requesting Advances**. Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same–day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
3. **Requesting Reimbursement**. Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
4. **Adjusting Payment Requests for Available Cash**. Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
5. **Bank Accounts**. All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior BLM approval of payments may be required when/if a FA Recipient is determined to be "high risk" or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the BLM GMO that a payment request has been submitted. The BLM GMO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

C. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory, and funding is available.

D. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the BLM GMO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

E. Any non–Federal share, whether in cash or in–kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the GMO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in–kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

F. Reimbursable Costs and Limitations. The recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the agreement. The only costs which are authorized for a period of up to 90 days following the award expiration date are those strictly associated with closeout activities for preparation of the final report. The BLM's financial participation is limited. The BLM will only fund up to its share of those amounts requested in the project proposal and as are subsequently approved and funded in the agreement. The recipient shall not be obligated to continue performance under the agreement or to incur costs in excess of the costs set forth in the proposal and subsequent agreement. However, if the Recipient chooses to expend funds in excess of the approved project budget, the Recipient will be responsible to fund the excess without funding participation by the Bureau.

G. System for Award Management (SAM, http://www.sam.gov/) Recipients of Federal financial assistance must maintain current registration with the System for Award Management (SAM, www.SAM.gov). Failure to maintain registration can impact access to funds and future obligations under this agreement and any other financial assistance or procurement award the recipient may have with the Federal government.

IX. COST-SHARE REQUIREMENT AND PROGRAM INCOME

A. Cost Sharing and Matching. Cost sharing for this agreement shall be in accordance with 2 CFR §200.306, Subpart D, Cost sharing or matching:

The recipient is providing a voluntarily cost share in the amount of $80,894 as provided in the budget detail.

B. Program Income. Program Income generated by this award will be in accordance with:

1. **2 CFR §200.307(e)(1) Deduction** - Program income must be deducted from total allowable costs to determine the net allowable costs, and be used for current costs unless the Federal awarding agency authorizes otherwise. Program income that the non-Federal entity did not anticipate at the time of the Federal award must be used to reduce the Federal award and non-Federal entity contributions rather than to increase the funds committed to the project. Program income generated through the performance of this project must be reported on Standard Form (SF) 425, Federal Financial Report (see section 6. PERFORMANCE, FINANCIAL, AND OTHER REPORTING).

X. APPROVED INDIRECT RATE

1. Indirect costs were not requested and are not authorized on this agreement.

XI. PERFORMANCE AND FINANCIAL MONITORING

A. In accordance with 2 CFR §200.328 Financial Reporting and §200.329 Monitoring and Reporting Program Performance, the recipient is responsible for oversight, monitoring, and reporting of its activities under Federal awards to assure compliance with applicable Federal requirements and that performance expectations are being achieved. The BLM's monitoring of the recipient's activities may include review of the award file including discussions with the recipient regarding reporting, award activities, and project status (desk reviews), analysis of financial and performance reports, and discussions of specific issues related to project implementation, observation of project activity, and review of planned versus actual progress (site visits). The BLM has the right to inspect and evaluate the work performed or being performed under this agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

B. BLM programmatic monitoring addresses the content and substance of the program. It is a qualitative review to determine performance, innovation, and contributions to the field. The BLM may make site visits as warranted by program needs. In addition, the BLM has the right of timely and unrestricted access to any books, documents, papers, or other records of the recipient's that are pertinent to the award, in order to make audits, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to recipient personnel for the purpose of interviews and discussions related to such documents.

C. BLM financial monitoring ensures compliance with financial guidelines and general accounting practices. On-site or internal financial reviews are conducted to determine if:
1. award recipients are properly accounting for the receipt and expenditures of federal funds;
2. expenditures are in compliance with federal requirements and award special conditions; and
3. proper documentation on financial monitoring activities is prepared, maintained, and distributed as appropriate.

XII. PERFORMANCE, FINANCIAL, AND OTHER REPORTING

Periodic financial and performance is a condition of this financial assistance award. Submission of reports is required whether or not any work has been attempted and/or any funds have been drawn down or expended. Failure to comply with the reporting requirements included in this agreement may be considered a material non-compliance with the terms and conditions of the award. Non-compliance may result in withholding of future payments, suspension or termination of the agreement, recovery of funds paid under the agreement, and withholding of future awards. The periodic status reporting required under this agreement is as follows.

Financial and Performance will be on a semi-annual reporting cycle for both Financial and Performance Progress Reporting is identified in the Notice of Award**.**

Submit Reports to GrantSolutions.gov.

At the end of the agreement, final SF425 financial reports and performance reports submitted by the recipient and/or pass-through entity must be submitted no later than 120 calendar days after the period of performance end date, termination, and/or project completion, whichever comes first. A subrecipient must submit to the pass-through entity, no later than 90 calendar days after the period of performance end date, all final reports as required by the terms and conditions of the Federal award. See also §200.344. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any financial report.

Final reports are to be submitted electronically within GrantSolutions.gov.

A. Federal Financial Reports

Recipients of Federal Financial Assistance are required to submit periodic financial reports which document the financial status of their awards. The Federal Financial Report (FFR) or Standard Form (SF) 425 and SF425A. Expenditures and/or income may be reported either on a cash or accrual basis, whichever method is normally used by the recipient. Submitted SF425 reports must be signed by an authorized official of the recipient certifying that the information complete, accurate, consistent with the recipient's accounting system, and that all expenditures and obligations are for the purposes set forth in the agreement. The SF425 represents a claim to the Federal government, filing a false claim may result in civil or criminal penalties. Blank SF425 forms with instructions are available on the Grants.gov web site, URL http://www.grants.gov/web/grants/forms.html .

1. Although the Recipient may not be required to report quarterly to the GMO on the FFR or SF-425, the Recipient must submit quarterly financial status reports in the SMART online database. The SMART online database collects status from the previous quarter and funding for the future quarter, as detailed in the table below:

Current Federal Fiscal Year (FY) Quarter	SMART Opens	SMART Closes	Quarterly Status Progress Reporting for:	ASAP Requests and Expended/Obligated for:
Q1	October 1	October 31	Q4 Previous FY (Jul-Sep)	Q2 Current FY (Jan-Mar)
Q2	January 1	January 31	Q1 Current FY (Oct-Dec)	Q3 Current FY (Apr-Jun)
Q3	April 1	April 30	Q2 Current FY (Jan-Mar)	Q4 Current FY (Jul-Sep)
Q4	July 1	July 31	Q3 Current FY (Apr-Jun)	Q1 Following FY (Oct-Dec)

B. Performance Progress Reports

Recipients of Federal financial assistance are required to submit periodic performance reports prepared in accordance with 2 CFR§ 200.329 Monitoring and Reporting Program Performance. There is no standard form, however performance reports should always relate to the performance goals and objectives identified in Section 1. of this agreement. Performance reports must be submitted in a narrative summary to include, but not limited to, the following:

1. Completed established goals, work in progress, future work, the percentage of work completed (based on Section 1 of this document).
2. The reasons why established goals and objectives were not met or problems which may impact the ability to complete work on time with recommendations on their resolution, if appropriate.
3. Prediction of future activities and how they will be accomplished.
4. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful.
5. Where performance trend data and analysis would be informative to the BLM program the Federal awarding agency should include this as a performance reporting requirement.
6. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Property Reports

SF-428 Tangible Personal Property Report
This may also be required under the terms and conditions of this cooperative agreement. Tangible personal property means property of any kind, except real property, that has physical existence. It includes equipment and supplies. It does not include copyrights, patents or securities. Property may be provided by the awarding agency or acquired by the recipient with award funds.

Federally owned property consists of items that were furnished by the Federal government. If the recipient acquires property using Federal Funds, a Federal Interest is created and an annual report on the status of the equipment must be submitted. Any property acquired under this agreement; report required every two years thereafter for the life of the agreement.

SF-429 (A) Real Property General Reporting
This report must be submitted annually on the same date as the recipient's first SF-425 and then reported every three years after the agreement closes.

SF 429 (B) Request to Acquire, Improve, or Furnish
This report must be submitted whenever a recipient is requesting approval to use SNPLMA funds to purchase property, begin construction, or engage in major renovation of facilities.

SF 429 (C) Final Disposition
Disposition requests for Federal property with any Federal Interest must be submitted within 120 of the end of the Period of Performance and must also be submitted whenever a recipient is seeking approval to sell, transfer, or encumber

property subject to a federal interest. Recipients must retain all records for three (3) years after final disposition.

Recipients will work with the assigned GMO and PO to determine which of these reports must be submitted.

XIII. LIABILITY, INSURANCE, AND INDEMNIFICATION

A. **Liability.** The BLM assumes no liability for any actions or activities conducted under the agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act, 28 USC 2671.

B. **Indemnification**. This agreement will be constructed under the laws of the United States and the State of Nevada. The Recipient hereby agrees:

1. To provide workers' compensation protection to the recipient's officers, employees, and representatives;
2. To accept responsibility for any property damage, injury, or death caused by the acts or omissions of their employees or representatives acting within the scope of their employment arising under this Agreement, to the fullest extent permitted by law;
3. To cooperate with the BLM in the investigation and defense of any claims that may be filed with the BLM arising out of the activities of the Recipient, its agents, and employees;
4. In the event of damage to or destruction of the buildings and facilities assigned for the use of the Recipient in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the BLM to replace or repair the buildings or facilities. If the BLM determines in writing, after consultation with the Recipient that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the Recipient, the BLM shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this agreement, then failure to substitute and assign other facilities acceptable to the Recipient will constitute termination of this agreement by the BLM.

C. **Flow-down**. For the purpose of this clause, "recipient" includes such subrecipients, contractors, or subcontractors as, in the judgement of the recipient and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purpose of this clause.

D. **Identified Activities**. All activities carried out in connection with this financial assistance agreement.

XIV. PROPERTY UTILIZATION

A. Government-furnished property (GFP), such as tools and equipment, furnished by the BLM to the recipient shall be used for official purposes only and shall be subject to the terms of the agreement. Tools and equipment shall be returned in the same condition received except for normal wear and tear in project use. Any BLM property used, or other property acquired under this agreement, including intangible property such as copyrights and patents, shall be governed by the property management provisions of 2 CFR §200.311 to §200.316, Property Standards.

B. Insurance Coverage: The non-Federal entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Refer to 2 CFR §200.310.

C. Intangible Property:

1. Title to intangible property (see § 200.59 Intangible property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally authorized purpose and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in § 200.313 Equipment paragraph (e).
2. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
3. The non-Federal entity is subject to applicable regulations governing patents and inventions, including Governmentwide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

4. The Federal government has the right to:

   a) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
   b) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

D. Recipient staff will be required to complete a BLM-approved Defensive Driving Course if driving a Government-owned vehicle (GOV).

E. Recipient staff will be required to complete a BLM-approved Four-wheel ATV safety and training program if using Government-furnished ATVs.

F. Recipient staff will be required to complete a BLM-approved safety and training program if using Government-furnished power equipment, such as chainsaws, woodchippers, etc. The recipient will be responsible for meeting all protective equipment requirements if using Government-furnished equipment.

XV. KEY OFFICALS

The key officials on this agreement are listed on the award cover page(s) and are considered to be essential to ensure maximum coordination and communication between the parties and the work being performed.

A. Communication: Recipient shall address any communication regarding this Agreement to the Grants Management Officer and copy the Program Officer.

B. Changes in Key Officials: Neither BLM nor Recipient may make any changes in a key official without notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to evaluate the impact of such a change in the project scope specified within this Agreement. Any change in key officials will be made only by amendment to this Agreement.

XVI. SPECIAL TERMS AND CONDITIONS

A. BLM Responsibilities for SNPLMA funded project.

- Review and accept the recipient's project work plan before funds are authorized for expenditure.
- Approve the recipient to transition from planning activities to implementation of the project objectives following the acceptance of prerequisite

environmental, cultural/historic, and/or land-use compliance and documentation requirements.

- Closely monitor the project's quarterly status information for scope, time, and amount and its compliance with the SNPLMA Implementation Agreement.
- Conduct a pre-work, progress, and final site visits.
- Manage the change management process, including the request, decision, and post-decision actions involving the project's scope, time, and amount.
- Ensure completion of the project's deliverable(s), accurate reporting of accomplishments, and public accomplishment information in annual reports and databases.
- Verify recipient has met the initial "planning" phase of the federal award through consultation with the local BLM office of jurisdiction to ensure project compliance with applicable federal environmental laws (e.g., National Environmental Policy Act, Section 7 of the Endangered Species Act) and demonstrates compliance with Section 106 of the National Historic Preservation Act (NHPA); then provide written approval to the SNPLMA Program Manager (Program Officer) once the recipient has satisfactorily completed compliance with applicable federal environmental laws, cultural/historic required protocols, and land-use compliance and documentation requirements, as appropriate.
- Monitor the recipient's progress for scope, time, and amount, in compliance with the 2 CFR Part 200 and the SNPLMA Implementation Agreement (e.g., review quarterly and annual status and reporting).
- Conduct periodic file review of backup documentation for expenditures, and conduct a final inspection for project closeout upon completion.
- Ensure completion of the project's deliverable(s), accurate reporting of accomplishments, and public accomplishment information in annual reports and databases.
- Manage the change management process, including the request, decision, and post- decision actions involving the project's scope, time, and amount.

B. Recipient responsibilities for SNPLMA funded project.

- Adhere to the policies and procedures identified in the effective SNPLMA Implementation Agreement.
- Adhere to the Recipient procurement plan and federal procurement standards under 2 CFR § 200.318. Ensure federal, state, and local government permits are obtained, if required.
- Initiate, complete, and provide proof of documentation compliance with federal environmental and cultural resource laws.
    - The recipient must provide to the PO documentation that confirms compliance is satisfactorily completed before the recipient will be allowed to proceed project implementation. When proof of compliance

has been provided, the PO will respond by email to the recipient (and e-copy the GMO) a "SNPLMA notice to proceed" to allow the recipient to proceed with project implementation.

- Include the following conspicuously placed disclosure for materials generated for display or distribution (brochures, flyers, public planning documents, public scoping meetings, videos, etc.): "This project was funded due to the Southern Nevada Public Land Management Act, which authorized the sale of BLM-administered federal lands within a designated boundary in the Las Vegas Valley and required proceeds to be used on projects to fund federal, state and local projects that benefit communities and public lands."

  Provide project signage conspicuously placed, which states: "This project was funded due to the Southern Nevada Public Land Management Act, which authorized the sale of BLM-administered federal lands within a designated boundary in the Las Vegas Valley and required proceeds to be used on projects to fund federal, state, and local projects that benefit communities and public lands."

C. Recipients Responsibility for Subrecipient Monitoring

The award recipient is responsible for oversight of the operations of the award-supported activities. The recipient shall monitor its activities under the SNPLMA award to ensure compliance with applicable Federal requirements and that performance expectations are being achieved. Additionally, if a recipient issues a subaward, then that recipient is responsible for monitoring the subaward and ensuring that the subaward recipient complies with all applicable Federal statutes, regulations, and award terms and conditions (2 CFR 200.329). For more information on pass-through entities' award management and subaward monitoring requirements see 2 CFR 200.332.

D. Recipient responsibilities for Budget and Program Revisions on SNPLMA awards

Recipients must submit, in writing to the BLM's Program Officer (PO) and Grant Management Officer (GMO)any request for budget or program revision in accordance with 2 CFR §200.308. A request to extend the project and/or budget period shall be requested by the recipient and submitted to the GMO in writing at least 30 days prior to the expiration date of the period of performance. A written justification should be included any request for changes.

All amendments to the agreement shall be in writing and signed by a GMO with sufficient signatory authority. No oral or written statements made by any person other than the BLM GMO shall, in any manner, modify or otherwise affect the terms of the agreement.

- Requests to modify this Agreement's scope, time, or amount will require advance approval of the authorized SNPLMA official. A request for modification must be made to the SNPLMA Division using the modification request form in the SNPLMA Implementation Agreement, Part Two, Appendix L Project Modification Form.
- Request to modify this Agreement's scope, time or amount shall be submitted no later than 120 calendar days before the current Agreement end date.
- Requests for extensions for the reimbursement of funds will be considered on a case-by-case basis.
- Requests to modify this Agreement's scope, time, or amount that receive approval from the SNPLMA Division via a decision memo signed by the SNPLMA authorized representative must complete additional steps/documentation to modify this Agreement through Grant Solutions and receive a modified agreement executed by the GMO.
- This Agreement may be modified by written agreement signed by both the Recipient's Authorized Representative and the GMO. Administrative changes (i.e., GMO or PO name change, etc.) that do not change the work plan, scope, time, or amount, may be unilaterally signed by the GMO.

E. ASAP Draw Down Requirements for SNPLMA Projects:

- Prior to requesting an ASAP drawdown, the Recipient shall send an email to the appropriate program specific PO (aka SNPLMA Program Manager) and e-copy the BLM representatives identified below, with the amount of funding to be drawn down **at least 3 days before** requesting the ASAP draw down. If the ASAP draw down request contains multiple projects by the Recipient, the Recipient shall provide the PO a list of the projects to draw down funds separated by agreement number and amount.

    - Michelle Leiber, Program Manager mleiber@blm.gov and e-copy
    - Amy Lee, aelee@blm.gov – BLM National Operations Center (NOC); and
    - Gary Thompson, Finance Manager, BLM Business Services Division National Operations Center (NOC): gthompso@blm.gov

- An ASAP draw down will be made only in the amount(s) necessary to meet the current reimbursement needs. The GMO and PO may request additional information to support the drawdown of funding. The drawdown of funding

may not commence until the additional documentation or justification is received. The PO will confirm the Recipient may complete the draw down via email.

- An ASAP draw down can occur as frequently as needed. The Recipient shall make every effort to stay within the quarterly projections submitted to the PO through the SMART database, however, if the recipient needs to draw down more funding than previously projected, the Recipient will provide justification via email to the PO prior to initiating the ASAP draw down request.
- The Recipient must retain documentation to support all ASAP draw downs, organized by draw down. Failure to retain the appropriate level of documentation to support the draw down may result in a determination that the reimbursement, or certain costs within the reimbursement, is/are not allowable or allocable to the federal award.
- Approval to complete a drawdown of funding does not imply the expenditures are allowable or allocable. The GMO and/or the PO will complete progress and final financial file reviews to determine the allowable and allocable costs to the federal award. Expenditures that are determined to be unallowable or unallocable after disbursement will be deducted from the next draw down request.
- Prior to the closeout of the award unused funding will be deobligated by the GMO.
- No advance payment is allowed.

DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT (BLM)

FEDERAL AGENCY REQUIREMENTS TERMS AND CONDITIONS

Effective: 02/05/2026

BUREAU OF LAND MANAGEMENT

Federal Agency Requirements Terms and Conditions

Table of Contents

I. U.S. Department of the Interior Standard Terms and Conditions 3
II. Bureau of Land Management Standard Terms and Conditions 3
A. Administrative Requirements: 3
B. National Policy Requirements 5
C. Recipient Integrity and Performance 12
D. Deposit of Publications. 14
E. Presidential Directive-12 (HSPD-12) 14
F. Federal Information Systems Security Awareness Training 16

I. U.S. Department of the Interior Standard Terms and Conditions

Recipients must also adhere to the Department of Interior Standard Terms and Conditions located at U.S. Department of the Interior Standard Terms and Conditions of Award https://edit.doi.gov/grants/doi-standard-terms-and-conditions

II. Bureau of Land Management Standard Terms and Conditions

A. Administrative Requirements:

1. Recipients and subrecipients of the Department of the Interior (DOI) financial assistance (i.e., grant and cooperative agreement) awards (awards) must comply with the applicable terms and conditions incorporated into their Notice of Funding Opportunity or Notice of Award. These terms and conditions are in addition to the assurances and certifications made as part of the award application process through submission of the Standard Forms SF-424B Assurances for Non-Construction Programs and SF-424D Assurances for Construction Programs (see https://www.grants.gov/forms/forms-repository/sf-424-family), or through acceptance of certifications and representations in the System for Award Management (SAM.gov).

2. Recipient Responsibilities Regarding Subrecipients and Subcontractors Recipients passing Federal funds through to subrecipients and contractors are responsible for ensuring their subrecipients and contractors are aware of and comply with applicable award statutes, regulations, and agency requirements. Recipients must review their official award document for additional administrative and programmatic requirements. Recipient and subrecipient failure to comply with the general terms and conditions outlined below and those directly reflected on the official financial assistance award document can result in the DOI taking one or more of "Remedies for Noncompliance" described in Title 2 Code of Federal Regulations (CFR) Section 200.339 through Section 200.343.

3. No-Cost Extension Requests A no-cost extension request, if granted, allows a recipient additional time to complete the overall goals and performance objectives of the award.

4. If the recipient determines additional time is required to complete the project's original scope with the funds already made available, an authorized official of the recipient entity may submit a request in writing to the awarding officer to extend the award if the awarding agency has not waived the prior approval provision set forth in §200.308 Revision of Budget and Program Plans, (e). Extension requests must be made at least ten (10) calendar days before the original period of the performance end date explaining the reason for the request. Extensions are not automatic and must not be requested merely to use unobligated balances. The awarding official will inform the recipient in writing whether an extension request has been granted.
    a) Department of the Interior Agency Regulations for Grants and Cooperative Agreements Recipients are required to follow the applicable provisions of Title 2 CFR, Subtitle B, Chapter XIV, Parts 1400-1499, the "Financial Assistance Interior Regulations."

5. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:
    a) Recipients are required to follow the applicable provisions of the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" ('Uniform Guidance') located at Title 2 CFR Part 200.

    Institutions of Higher Education (IHE), State and Local Governments, Tribal Governments, and Non-Profit Organizations

    b) In addition to Subparts A-F of the Uniform Guidance, IHEs, State and local government, tribal, and non-profit recipients are required to follow applicable Uniform Guidance (2 CFR Part 200) provisions, including:
        (1) Special Consideration for States, Local Governments, and Indian Tribes §200.416, Cost allocation plans and indirect cost proposals §200.417, Interagency service
        (2) Special Consideration for Institutions of Higher Education §200.418, Costs incurred by states and local governments §200.419, Cost accounting standards and disclosure statement
    c) CFR Subpart F, Audit Requirements
    d) Appendix III - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHE)
    e) Appendix IV - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations
    f) Appendix V - State/Local Government and Indian Tribe Wide Central Service Cost Allocation Plans

g) Appendix VI - Public Assistance Cost Allocation Plans

h) Appendix VII - States and Local Government and Indian Tribe Indirect Cost Proposals

i) Appendix VIII - Nonprofit Organizations Exempted from Subpart E of Part 200

6. For-Profit Entities, Individuals, and Others. For-profit entities, individuals and others not covered by provisions set forth in previous sections must follow applicability standards set forth in Section 2 CFR 200.101(b) (2), Table 1.

B. National Policy Requirements

1. The following statutory, regulatory, and national policy requirements apply to individuals and non-Federal entities, including foreign public entities and foreign organizations, receiving, or performing under Federal awards, unless otherwise described in this section.

a) 2 CFR Part 200, §200.112, Conflict of Interest

The recipient must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with 2 CFR Part 1402, Financial Assistance Interior Regulation, Section 1402.112 What are the conflict-of-interest policies?

b) 43 U.S.C. Chapter 46, Geospatial Data, §2801–2811

Recipient collection of geospatial data under a DOI-funded award requires a due diligence search at the GeoPlatform.gov list of datasets to discover whether the needed geospatial-related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data is not already available, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at www.fgdc.gov. Recipients must submit a digital copy of all GIS data produced or collected as part of the award funds to the DOI bureau or office via email or data transfer. All GIS data files shall be in open format. All delineated GIS data (points, lines, or polygons) should be established in compliance with the approved open data standards with complete feature level metadata.

c) 2 CFR Section 1402.315, What are the requirements for availability of data

(1) All data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, valuation products or other scientific assessments in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual, resulting from a financial assistance agreement is available for use by the Department of the Interior, including being available in a manner that is sufficient for independent verification.

(2) The Federal Government has the right to:

(a) Obtain, reproduce, publish, or otherwise use the data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, or other scientific assessments, produced under a Federal award; and

(b) Authorize others to receive, reproduce, publish, or otherwise use such data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, or other scientific assessments, for Federal purposes, including to allow for meaningful third-party evaluation.

d) 2 CFR Part 170, Reporting Subawards and Executive Compensation

(1) Reporting First Tier Subawards:

(a) Applicability. Unless the recipient is exempt from this award term, the recipient must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

(b) Where and When to Report:

(i) The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to https://www.sam.gov

(c) What to Report:

(i) The recipient must report the information about each obligatory action that the submission instructions posted at https://www.sam.gov specify.

(2) Reporting Total Compensation of Recipient Executives for Non-Federal Entities

(a) Applicability and What to Report

The recipient must report total compensation for each of the recipient's five (5) executives with the highest compensation for the preceding completed fiscal year, if:

(i) The total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 CFR Appendix A to Part 170 (b)(1)(i);

(ii) In the preceding fiscal year, the recipient received:

(a) 80 percent or more of the recipient's annual gross revenue from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Appendix A to part 170 (b)(1)(ii)(A) (and subawards);

(b) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Appendix A to part 170 (b)(1)(ii)(B) (and subawards); and

(c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm)

(b) Where and When to Report

The recipient must report on executive total compensation described in paragraph b.1. of the award term:

(i) As part of the recipient's registration profile at SAM.gov.

(ii) No later than the end of the second month after the initial award data, and annually thereafter.

(3) Reporting of Total Compensation of Subrecipient Executives:

(a) Applicability and What to Report

Unless the recipient is exempt as provided in paragraph 4. of this award term, for each first-tier non-Federal entity subrecipient under this award, the recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if in the subrecipient's preceding fiscal year, the subrecipient received:

(i) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Appendix A to part 170 (b)(1)(ii)(A) (and subawards);

(ii) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards); and

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm))

(b) Where and When to Report

The recipient must report subrecipient executive total compensation:

(i) To the recipient.

(ii) By the end of the month following the month during which the recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the recipient must report any required compensation information of the subrecipient by November 30 of that year.

(4) Exemptions

If, in the previous tax year, the recipient had gross income, from all sources, under $300,000, the recipient is exempt from the requirements to report:

(a) Subawards, and

(b) The total compensation of the five most highly compensated executives of any subrecipient.

(5) Definitions

For the purpose of this award term:

(a) "Federal Agency" means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

(b) "Non-Federal entity" means all the following, as defined in 2 C.F.R. Part 25:

(i) A Governmental organization, which is a State, local government, or Indian tribe;

(ii) A foreign public entity;

(iii) A domestic or foreign nonprofit organization; and

(iv) A domestic or foreign for-profit organization.

(c) "Executive" means officers, managing partners, or any other employees in management positions.

(d) "Subaward" means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.

(i) The term does not include the recipient's procurement of property and services needed to carry out the project or program (for further explanation see 2 CFR 200.331).

(ii) A subaward may be provided through any legal agreement, including an agreement that the recipient or a subrecipient considers a contract.

(e) "Subrecipient" means a non-Federal entity or federal agency that:

(i) Receives a subaward from the recipient under this award; and

(ii) Is accountable to the recipient for the use of the Federal funds provided by the subaward.

(f) "Total compensation" means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402 (c)(2)).

e) Scientific and Scholarly Activities. This section is only applicable to agreements covered under the policy:

(1) Scientific integrity is vital to Departmental Activities under which scientific research, data, summaries, syntheses, interpretations, presentations, and/or publications are developed and used. Failure to uphold the highest degree of scientific integrity will result not only in potentially flawed scientific results, interpretations, and applications but will damage the Department's reputation and ability to uphold the public's trust. All work performed must comply with the Department Scientific Integrity Policy posted to https://www.doi.gov, or its equivalent as provided by their organization or State law.

f) 43 CFR Part 18, New Restrictions on Lobbying. The Authorized Representative's signature on the application submitted to a DOI Bureau or Office certifies to the statements in 43 CFR Part 18, Appendix A-Certification Regarding Lobbying. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal government in connection with an award and require disclosure of the use of non-Federal funds for lobbying. Any recipient that requests or receives more than $100,000 in Federal funding and has made or agrees to make any payment using non-appropriated funds for lobbying in connection with a proposal or award shall submit a completed Form SF-LLL, "Disclosure of Lobbying Activities," regarding the use of non-Federal funds for lobbying. Visit 43 CFR Part 18.110, Certification and Disclosure requirements for more information. This provision does not apply to Tribes, tribal organizations, or Indian organization expenditures specifically permitted under other Federal laws.

g) 5 U.S.C. Parts 1501-1508 and 7324-7328 (i.e., Hatch Act). Recipient agrees to comply, as applicable, with requirements of the Hatch Act, which limits certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

h) 41 U.S.C. Part 6306, Prohibition on Members of Congress Making Contracts with Federal Government. No member of or delegate to the United States Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

i) 43 CFR Part 17- Nondiscrimination in Federally Assisted Programs of the Department of the Interior prohibit discrimination on the basis of race, color, or national origin in programs or activities receiving Federal financial assistance.

j) 42 U.S.C. Chapter 126 of The Americans with Disabilities Act of 1990, entitled "Equal Opportunity for Individuals with Disabilities" prohibits discrimination based on disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation. Further, 42 U.S.C. Chapter 60, Subtitle C Part 60-1.4(b) is applicable in full enforcement by reference in these terms and conditions, including the equal opportunity clause and requirements for clauses in contracts for all construction projects receiving Federal financial assistance funding.

k) 28 CFR Section 35, Non-discrimination on the Basis of Disability in State and Local Government Services implements Subtitle A of Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131-12134), as amended by the ADA Amendments Act of 2008 (Pub. L. 110-325, 122 Stat. 3553), which prohibits discrimination on the basis of disability by public entities.

l) Homeland Security Presidential Directive (HSPD) 12. The subrecipient or contractor must comply with personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under a subaward or contract who require routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system.

m) Executive Order No. 13043, Section 1(c) and (d) (1997), Increasing Seat Belt Use in the United States encourages recipients including tribal governments to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

n) Executive Order No. 13513, Section 4 (2009), Federal Leadership on Reducing text Messaging While Driving. DOI encourages recipients and subrecipients to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or a Government Owned Vehicle, or while driving a Personal Owned Vehicle when on official Government business or when performing any work for or on behalf of the Government.

o) Executive Order No. 14026 (2021), Increasing the Minimum Wage for Federal Contractors. Establishes a minimum hourly wage paid by parties that contract with the Federal government of $15.00. The Order applies to any contract or contract-like instrument, Contract-like instruments are defined in 29 CFR §23.20, Definitions.

p) 35 U.S.C., Title 35, Part II, Chapter 18, Patent Rights in Inventions Made with Federal Assistance. Formerly known as the Patent and Trademark Act Amendments, the Bayh-Dole Act is a federal law enacted in 1980 that enables universities, nonprofit research institutions and small businesses to own, patent and commercialize inventions developed under federally funded research programs within their organizations. The law creates a uniform patent policy among the federal agencies that fund research. The standard patent rights clause is set forth at 37 C.F.R, Chapter IV, Part 401 and included as needed at the program and award level.

C. Recipient Integrity and Performance

1. Reporting of Matters Related to Recipient Integrity and Performance

a) General Reporting Requirement. If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then the recipient during that period of time must maintain the currency of information reported to SAM.gov, the designated integrity and performance system) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under Section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by Section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

b) Proceedings About Which the Recipient Must Report. Submit the required information for each proceeding that:

(1) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

(2) Reached its final disposition during the most recent five-year period; and

(3) Is one of the following:

(a) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and

(c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

c) Reporting Procedures. Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The recipient does not need to submit the information a second time under assistance awards received if the recipient already provided the information through SAM because the recipient was required to do so under Federal procurement contracts that the recipient was awarded.

d) Reporting Frequency. During any period of time when the recipient is subject to the requirement in paragraph 1 of this award term and condition, the recipient must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the recipient has not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

e) Definitions. For purposes of this award term and condition:

(1) Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

(2) "Conviction" for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

(3) "Total value of currently active grants, cooperative agreements, and procurement contracts" includes:

(a) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(b) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

D. Deposit of Publications.

In addition to any requirements listed in the Project Management Plan, two (2) copies of each applicable publication produced under this agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W. Washington, D.C. 20240

E. Presidential Directive-12 (HSPD-12)

As implemented by Homeland Security, if performance of this agreement requires recipient/subrecipient personnel to have a Federal government-issued Personal Identity Verification (PIV) credential before being allowed unsupervised access to a DOI facility and/or information system, the Program Officer will be the sponsoring official and will make the arrangements through a DOI Access Card Sponsor for personal identity verification and DOI Access Card issuance.

1. At least two weeks before start of agreement performance, the recipient must identify all recipient and subrecipient personnel who will require physical and/or logical access for performance of work under this agreement. Physical Access means routine, unescorted or unmonitored access to non-public areas of a Federally controlled facility. Logical Access means routine, unsupervised access to a Federally controlled information system. The recipient and subrecipient must make their personnel available at the place and time specified by the Program Officer in order to initiate screening and background investigations. The following forms, or their equivalent, may be used to initiate the credentialing process:

a) OPM Standard Form 85 or 85P

b) OF-306

c) National Criminal History Check (NCHC) (local procedures may require fingerprinting to be done at a police station; in this case, any charges are to be borne by the recipient or subrecipient, as applicable)

d) Release to Obtain Credit Information

e) PIV Card Application (web-based)

2. Before starting work under this agreement, a National Criminal History Check (NCHC) will be initiated to verify the identity of the individual applying for clearance and to determine the individual's suitability for the position. If the NCHC adjudication is favorable, a DOI Access Card will be issued for that individual. If the adjudication is unfavorable, the credentials will not be issued and the recipient or subrecipient must make other arrangements for performance of the work. In the event of a disagreement between the recipient/subrecipient and the Government concerning the suitability of an individual to perform work under this agreement, DOI shall have the right of final determination.

3. Recipient and subrecipient employees must give, and authorize others to give, full, frank, and truthful answers to relevant and material questions needed to reach a suitability determination. Refusal or failure to furnish or authorize provision of information may constitute grounds for denial or revocation of credentials. Government personnel may contact the recipient or subrecipient personnel being screened or investigated in person, by telephone or in writing, and the recipient or subrecipient must ensure they are available for such contact.

4. Alternatively, if an individual has already been credentialed by another agency through the Office of Personnel Management (OPM), and that credential has not yet expired, further clearance may not be necessary. In that case, the recipient/subrecipient must provide the sponsoring office with documentation that supports the individual's credentialed status.

5. Recipient and subrecipient employees who have been successfully adjudicated will be issued DOI Access Cards, which must be activated at a USAccess Credentialing Center. Those Recipient or subrecipient employees not located within a reasonable travel time of a USAccess Credentialing Center will be screened and issued alternate credentials, such as temporary access badges.

6. During performance of this agreement, the recipient must keep the Program Officer appraised of changes in personnel to ensure that performance is not delayed by compliance with credentialing processes. Cards that have been lost, damaged, or stolen must be reported to the Program Officer, Grants Management Officer, and Issuing Office within 24 hours. If reissuance of expired credentials is needed, it will be coordinated through the Program Officer.

7. At the end of this agreement's performance, or when a recipient/ subrecipient employee is no longer working under this agreement, the recipient will ensure that all identification cards are returned to the Program Officer.

F. Federal Information Systems Security Awareness Training

Before the recipient, or any of its employees or subrecipients, are granted access to the BLM Federal computer system, they must first successfully complete the U.S. Department of the Interior's (DOI) Federal Information Systems Security Awareness Online Course. This course was designed specifically for users of Federal computer systems. The course is a Web-based training product that explains the importance of Information Systems Security and takes approximately one hour to complete. This course is mandatory for all DOI employees, contractors, recipients, and all other users of DOI computer resources. Topics covered in the course include: threats and vulnerabilities, malicious code, user responsibilities, and new developments affecting Information Systems Security.

1. Conflicts of Interest

   a) Applicability:

      (1) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

      (2) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR §200.318 apply.

   b) Requirements:

      (1) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.

(2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.

(3) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

c) Notification:

(1) Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR § 200.112, Conflicts of Interest.

(2) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.

(3) Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

(4) Review Procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(5) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

2. Federal Information Systems Security Awareness Training. Before the recipient, or any of its employees or subrecipients, are granted access to the BLM Federal computer system, they must first successfully complete the U.S. Department of the Interior's (DOI) Federal Information Systems Security Awareness Online Course. This course was designed specifically for users of Federal computer systems. The course is a Web-based training product that explains the importance of Information Systems Security and takes approximately one hour to complete. This course is mandatory for all DOI employees, contractors, recipients, and all other users of DOI computer resources. Topics covered in the course include: threats and vulnerabilities, malicious code, user responsibilities, and new developments affecting Information Systems Security.

   a) Marketing, Publications and Communications. Any outreach, marketing or communication activities, which may include BLM funding, staff or equipment, or the use of the BLM logo, must be approved by the communication Director or the Communications Director's designee of BLM Colorado prior to initiating work done as a result of the activities, project or program supported through this agreement. This includes any form of communication, whether in print, video, or other type of electronic format.

   b) Access. In the event of a site/facility closure, the Recipient shall not perform or make deliveries to the site/facility until it is reopened by the Government, unless otherwise instructed by the Grants Management Officer or Program Officer.

   c) Prohibition on Providing Funds to the Enemy

      The recipient must:

      (1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR §180.300 prior to issuing a subaward or contract and;

      (2) Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.

(3) The recipient may include the substance of this clause, including paragraph (a) of this clause, in subawards under this grant or cooperative agreement that have an estimated value over $50,000 and will be performed outside the United States, including its outlying areas.

(4) The Federal awarding agency has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the Federal awarding agency becomes aware that the recipient failed to exercise due diligence as required by paragraph (a) of this clause or if the Federal awarding agency becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

d) Incorporates the Special Terms and Conditions Required by Buy America required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58.

(1) Buy American Domestic Procurement Preference:

(a) As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

(b) Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(i) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(ii) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(iii) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

(c) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

(d) Waivers. When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the circumstances below applies:

(i) Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;

(ii) Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or

(iii) Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

(e) There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers. If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials. If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to www.doi.gov/grants/buyamerica and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office. Waiver requests shall include the information below:

(i) Type of waiver requested (non-availability, unreasonable cost, or public interest);

(ii) Requesting entity and Unique Entity Identifier (UEI) submitting the request;

(iii) Department of Interior Bureau or Office who issued the award;

(iv) Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award);

(v) Financial assistance title of project (reference block 8 on DOI Notice of Award);

(vi) Federal Award Identification Number (FAIN);

(vii) Federal funding amount (reference block 11.m. on DO Notice of Award);

(a) Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known);

(b) Infrastructure project description(s) and location(s) (to the extent known);

(c) List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each;

(d) A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor;

(viii) A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation; and Anticipated impact if no waiver is issued. Approved waivers will be posted at www.doi.gov/grants/BuyAmerica/ApprovedWaivers; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officers.

(2) Definitions:

(a) "Construction materials" includes an article, material, or supply that is or consists primary of:

(i) Non-ferrous metals;

(ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);

(iii) Glass (including optic glass);

(iv) Lumber;

(v) Drywall

(b) "Construction materials" does not include:

(i) Cement and cementitious materials;

(ii) Aggregates such as stone, sand, or gravel; and

(iii) Aggregate binding agents or additives.

(c) "Domestic content procurement preference'' means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

(d) "Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

(e) ''Project'' means the construction, alteration, maintenance, or repair of infrastructure in the United States.

(3) Additional Access to Recipient Records:

In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations. The substance of this clause, including this paragraph, is required to be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over $50,000 and will be performed outside the United States, including its outlying areas.

(4) Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. Federal award recipients are prohibited from using government funds to enter contracts (or extend or renew contracts) with entities that use covered telecommunications equipment or services as described in section 889 of the 2019 National Defense Authorization Act. This prohibition applies even if the contract is not intended to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services.

SIGNATURES

Recipients are NOT required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard award terms and conditions, the recipient's acceptance of the financial assistance is defined as the start of work, drawing down funds, or accepting the award via electronic means.

Project Abstract

Grantee Name:	SOUTHERN NEVADA WATER AUTHORITY
Grant Number:	L26AC00041-00
Project Title:	Warm Springs Natural Area Wildlife and Bird Viewing Tower (WA12)
Project Period:	04/01/2026 - 03/31/2031

The Bureau of Land Management, in partnership with the Southern Nevada Water Authority, will support the design and construction of a wildlife and bird viewing tower at the Warm Springs Natural Area, located approximately seven miles northwest of Moapa in Clark County, Nevada. The tower will rise 14 feet above grade with a 100-square-foot observation deck accommodating up to 15 visitors, providing an elevated vantage point over the mesquite canopy and riparian habitat. This project will enhance public access to outdoor recreation at no cost, promote environmental stewardship, and allow visitors to observe sensitive species such as the Southwestern willow flycatcher without disturbance. By creating a safe, elevated observation platform, the project will improve visitor experience, foster appreciation for desert ecosystems, and support BLM's mission to connect people with public lands through sustainable infrastructure.

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

May 21, 2026

Subject: Change Order
Petitioner: Doa J. Ross, Deputy General Manager, Engineering and Operations
Recommendations: That the Board of Directors approve and authorize the General Manager to sign Change Order No. 2 to the contract with the Resource Development Company LLC for a potable water tank rehabilitation in the amount of $494,441, authorize a total change order contingency amount not to exceed $180,000 and an increase to the contract time of 96 calendar days.

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 November 20, 2025, the Board of Directors awarded Commitment No. 013053 (2116S), Simmons Pumping Station - Recoat Forebay Interior (Contract), in the amount of $1,304,800 to Resource Development Company LLC for the stripping and recoating of all interior surfaces of the 3,000,000-gallon steel forebay tank, located as generally shown on Attachment A. The Board further authorized a change order contingency of $130,000 to be used in accordance with the Amended Resolution Establishing a Policy for Providing for Changes in the Construction of Water Authority Owned or Administered Projects, adopted and approved by the Board on May 30, 2024 (2024 Resolution).

To date, one change order has been issued in accordance with the 2024 Resolution in the amount of $129,500, with no increase to the contract time. Change Order No. 2 includes furnishing all labor, materials, and equipment for the installation of a new steel roof support system and temporary bracing for the Simmons Pumping Station forebay tank.

If approved, Change Order No. 2 will increase the Contract price by $494,441, resulting in a total Contract amount of $1,928,741, and provide an extension to the Contract times of 96 calendar days. Change Order No. 2 will further authorize a total change order contingency not to exceed $180,000, which adds $50,000 to the original contingency amount of $130,000. Change Order No. 2 requires Board approval as the increase to the Contract price exceeds the authority of the General Manager granted under the provisions of Resolution No. 2006-02 and the 2024 Resolution.

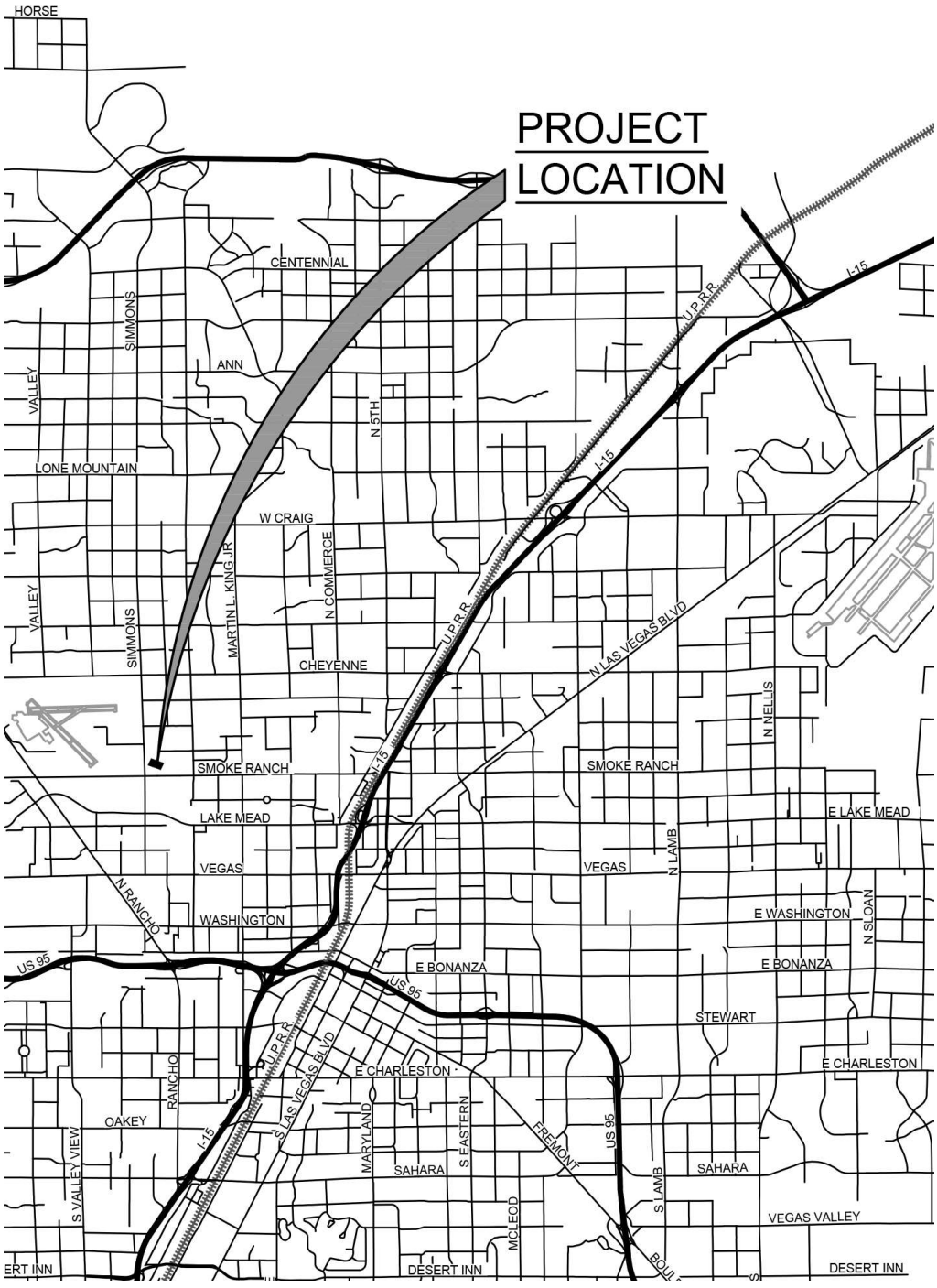
This Change Order is authorized pursuant to NRS 338.143 and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the change order.

JJE:DJR:PJJ:SO:TS:RL:evw
Attachments: Attachment A, Disclosure, Change Order No. 2

AGENDA ITEM # 4

SNWA BOARD OF DIRECTORS
AGENDA ITEM

CONTRACT NO. 2116S_013053
SIMMONS PUMPING STATION – RECOAT FOREBAY INTERIOR



SHEET 1 OF 1 **ATTACHMENT A**

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

LVVWD/SNWA/SSEA
DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Limited Liability Company
Business Designation Group:	
Number of Clark County Residents Employed:	0
Corporate/Business EntityName:	Resource Development Company, LLC
Doing Business As:	n/a
Street Address:	1050 Linda Way
City, State, and Zip Code	Sparks, Nevada 89431
Website:	https://www.resourcedevelopmentco.com
Contact Name:	Jeff Farr
Contact Email:	jfarr@resourcedevelopmentco.com
Telephone No:	(775) 356-8004
Fax No:	n/a x7753568004

BUSINESS ENTITY OWNERSHIP LIST

All entities, with the exception of *publicly-traded corporations* and *non-profit organizations*, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board of Directors. (*If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties).*

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

Publicly-traded corporations and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

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

Subsidiary Company Resource Development Company, LLC is a subsidiary of RDC Holdco LLC.

RDC Holdco wholly owns Resource Development Company, LLC.
Resource Development Company, LLC is owned by Jeff Farr.

Listed Disclosures Below *(additional supplemental information may be attached, if necessary):*

Additional Supplemental Information to be Attached? **No**
Number of Board members/Officers?
Number of Owners?

Names, Titles and Percentage Owned:

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

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

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

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

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

A. Do any business/corporate entity members, partners, owners or principals have a spouse, registered domestic partner,child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)? **No**

B. Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity? **No**

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

Category A/B	Business Owner/Principal Name	LVVWD/SNWA/SSEA Employee/Official and Job Title	Business Owner/Official Relationship to LVVWD/SNWA/SSEA Employee/Official	LVVWD/SNWA/SSEA Employee's/Official's Department

Business Entity Authorized Signature:

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

Signer Name:	Heather TuckerJeff Farr
Signer Title:	Bid CoordinatorPresident
Signer Email:	htucker@resourcedevelopmentco.comjfarr@resourcedevelopmentco.com
Signed Date:	10/10/2025
E-signed Acknowledgement:	Yes

LVVWD/SNWA/SSEA Review

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

Y ***No*** Disclosure or Relationship is noted above or the section is not applicable.

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

_– Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection processfor this item?

_– Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business inperformance of the contract?

Additional Comments or Notes:

By signing below, I confirm that I have reviewed this disclosure form and that it is complete and correct to the best of my knowledge.

Ono Siou Matsura, Shannon	Ono Siou Matsura, Shannon Construction Division Mgr	10/13/2025
Signature	Print Name/Title	Date

SOUTHERN NEVADA WATER AUTHORITY™

Commitment Number: 013053, 013053 - RESOURCE DEVELOPMENT COMPANY - Construction - Large

Construction Project Commitment Change Order:#2

Contractor

Contractor: FARR CONSTRUCTION CORPORATION dba Resource Development Company

Company Address: 1050 Linda Way

Sparks, NV 89431

PCO Item Details

PCO No	Change Description	Change Amount
CPCO - 1	Furnish all labor, materials, and equipment for the installation of a new steel roof support system and temporary bracing.	494440.70

Total Change Amount	$494,440.70
Total Contract Duration Change (Days)	96

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

This Change Order, executed by the Owner and the Contractor, shall constitute a full and final settlement of any and all claims by Contractor for time extensions and/or additional cost arising out of the performance of the Work related to this Change Order. This settlement constitutes an agreement not to use this Change Order in association with any other Claim. All other requirements of Contract No. 013053 remain unchanged.

ACCEPTANCE BY CONTRACTOR

By: _____ **Date:** _____

AUTHORIZED BY OWNER:

By: _____ **Date:** _____

Attachments:

Prepared By: Lacuesta, Randy

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

May 21, 2026

Subject:
Amendment

Petitioner:
Doa J. Ross, Deputy General Manager, Engineering and Operations

Recommendations:
That the Board of Directors approve and authorize the General Manager to sign an amendment to the existing agreement between Black & Veatch Corporation and the Authority to provide additional professional design engineering and construction phase support services for the Water Quality Laboratory Expansion at the River Mountain Water Treatment Facility for an increase of $1,738,514.

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

Background:
On November 19, 2020, the Board of Directors approved the amended Major Construction and Capital Plan, which includes the River Mountains Water Treatment Facility (RMWTF) Water Quality Laboratory Expansion (Project). The Project encompasses the building of a state-of-the-art microbiology research laboratory, located at RMWTF adjacent to the existing Research and Development lab. The Project will include the facilities and equipment necessary to conduct leading-edge microbiology research using microscopy and a combination of culture and molecular methods.

On September 15, 2022, the Board approved an agreement with Black & Veatch Corporation to complete design and construction support services for the Project in an amount not to exceed $2,981,000 (Agreement), and on July 20, 2023, the Board approved an amendment to provide additional design and construction support to maximize the useable space of the building in an amount not to exceed $715,864 (Amendment No. 1). Since approval of Amendment No. 1, challenges associated with site grading, foundations, building configurations, permitting, and energy management systems have emerged.

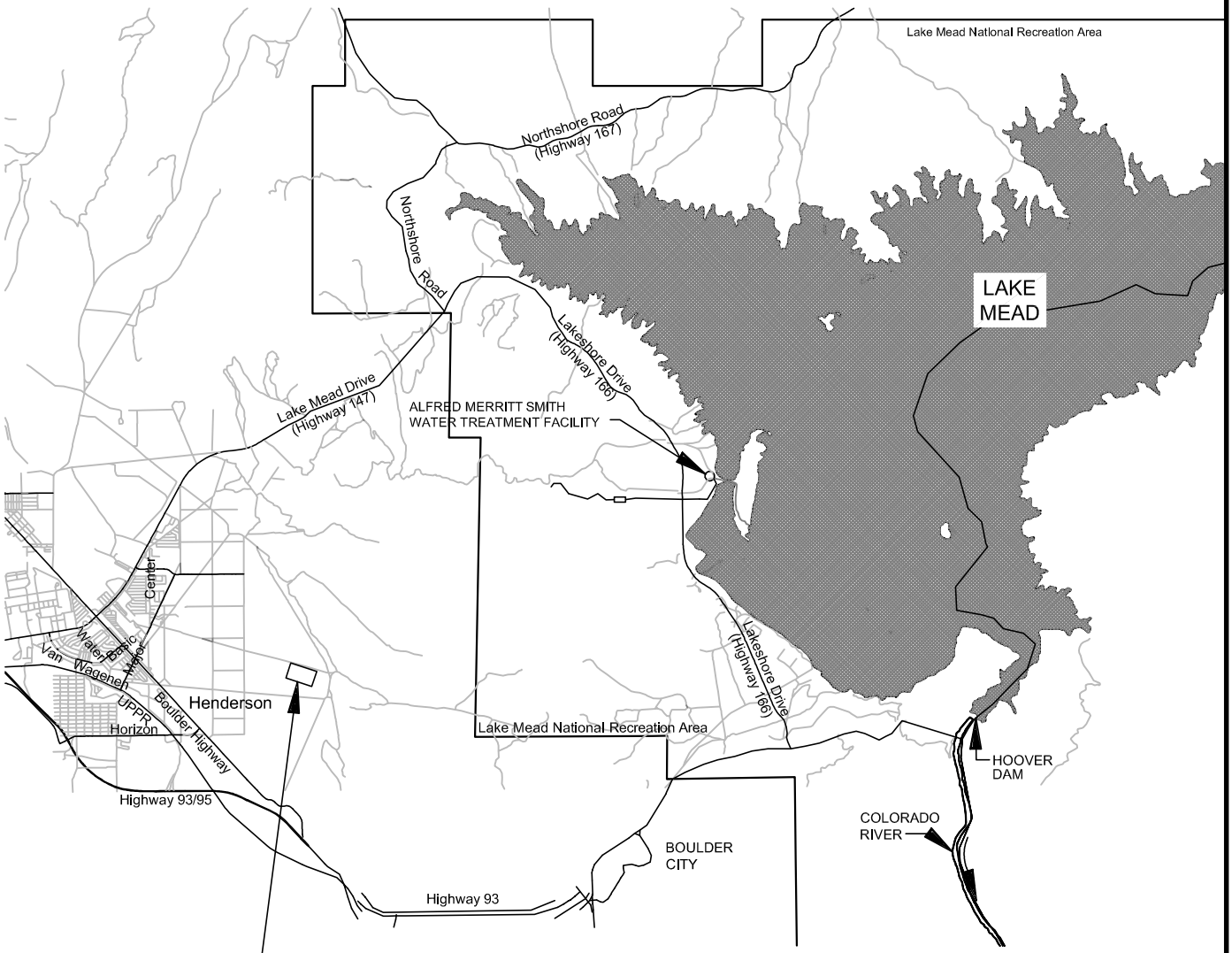
If approved, the attached Agreement to Provide Professional Services, Amendment No. 2 (Amendment No. 2), includes the terms and conditions necessary to revise the scope of the Agreement to address Authority-directed design revisions and update the payment schedule for engineering services during construction. Under this Amendment No. 2, professional engineering design and construction support services will be increased by $1,738,514, resulting in a total Agreement amount not to exceed $5,435,378.

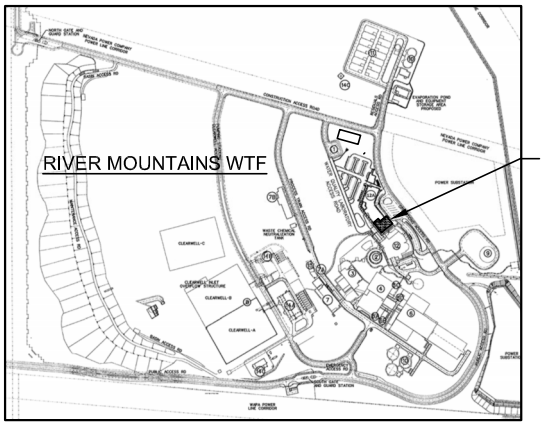
This Agreement is being entered into pursuant to NRS 332.115(1)(b) and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the agreement.

JJE:DJR:PJJ:JDT:ZDH:np
Attachments: Attachment A, Disclosure, Amendments No. 2, No. 1, Agreement

AGENDA ITEM # **5**

ATTACHMENT A





LOCATION PLAN

SOUTHERN NEVADA WATER AUTHORITY VICINITY MAP

NOT TO SCALE	DRAWN BY: T. ACEVEDO CHECK BY: Z. HILLS ENGINEER: J. TULL	RMWTF MICROBIOLOGY RESEARCH LABORATORY EXPANSION	PROJECT 3160S PAGE 1 OF 1

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

LVVWD/SNWA/SSEA
DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Privately Held Corporation
Business Designation Group:	
Number of Clark County Residents Employed:	43
Corporate/Business EntityName:	Black & Veatch Corporation
Doing Business As:	
Street Address:	11401 Lamar Avenue
City, State, and Zip Code	Overland Park, KS 66211
Website:	www.bv.com
Contact Name:	Lisa Jackson
Contact Email:	JacksonLA@bv.com
Telephone No:	(913) 458-2000
Fax No:	

Nevada Local Business Information (if applicable)

Local Street Address:	8965 S. Eastern Avenue 89123
Local Website:	
Local Contact Name:	Brent Harland
Local Contact Email:	HarlandBJ@bv.com
Telephone No:	(702) 732-0448
Fax No:	

BUSINESS ENTITY OWNERSHIP LIST

All entities, with the exception of *publicly-traded corporations* and *non-profit organizations*, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board of Directors. (*If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties).*

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

Publicly-traded corporations and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

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

Employee Stock Ownership Plan (ESOP)

Listed Disclosures Below *(additional supplemental information may be attached, if necessary):*

Additional Supplemental Information to be Attached?	**No**
Number of Board members/Officers?	
Number of Owners?	

Names, Titles and Percentage Owned:

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

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

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

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

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

A.	Do any business/corporate entity members, partners, owners or principals have a spouse, registered domestic partner,child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)?	**Yes**
B.	Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity?	**No**

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

Category A/B	Business Owner/Principal Name	LVVWD/SNWA/SSEA Employee/Official and Job Title	Business Owner/Official Relationship to LVVWD/SNWA/SSEA Employee/Official	LVVWD/SNWA/SSEA Employee's/Official's Department
A	Scott Jauch	Peter Jauch	Father	3400 - Engineering

Business Entity Authorized Signature:

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

Signer Name:	Brent HarlandLisa Jackson
Signer Title:	Project ManagerVice President
Signer Email:	HarlandBJ@bv.comJacksonLA@bv.com
Signed Date:	1/9/2026
E-signed Acknowledgement:	Yes

LVVWD/SNWA/SSEA Review

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

N ***No*** Disclosure or Relationship is noted above or the section is not applicable.

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

N – Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection processfor this item?

N – Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business inperformance of the contract?

Additional Comments or Notes:

By signing below, I confirm that I have reviewed this disclosure form and that it is complete and correct to the best of my knowledge.

	Pearson, Natalie	
Pearson, Natalie	Executive Assistant I	1/13/2026
Signature	Print Name/Title	Date

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

AMENDMENT NO. 2

This Amendment No. 2 (Amendment) to the Professional Services Agreement ("Agreement"), is made by and between Black & Veatch Corporation ("CONSULTANT") and the Southern Nevada Water Authority, a political subdivision of the State of Nevada ("AUTHORITY"). AUTHORITY and CONSULTANT are sometime hereinafter referred to individually as "Party" or collectively as "Parties." The "Effective Date" is the date of last signature on this Amendment.

WITNESSETH:

WHEREAS, the Parties entered into the original Agreement with an Effective Date of September 15, 2022, through which CONSULTANT would provide the AUTHORITY with engineering services related to SNWA 3160S – Microbiology Research Laboratory Expansion project located at the River Mountains Water Treatment Facility,

WHEREAS, the Parties desire to amend the Agreement to provide for an updated payment schedule for anticipated engineering services during construction and design re-evaluations due to unanticipated challenges associated with foundations, site grading, building configurations, permitting, and energy management systems. NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties hereto agree to this Amendment to the Agreement as follows:

1) AMEND Exhibit A of the Agreement with Exhibit A-1, Project Commitment Change Request (PSCO) No. 6 – Construction Phase Services, as attached to this Amendment No. 2.

2) REPLACE Paragraph 4 on Page 2 of 52 of the Agreement with the following Paragraph No. 4:

   4) LIMITATION ON COSTS:

   The total cost of Services provided under this Agreement shall not exceed $5,435,378.

3) DISCLOSURE OF NO EMPLOYEE/OFFICIAL RELATIONSHIP AND NO EMPLOYEE/OFFICIAL OWNERSHIP/INVOLVEMENT:

   The CONSULTANT affirms that:

   a) No individuals holding more than five (5) percent ownership or financial interest in the CONSULTANT and none of the CONSULTANT's principals have a relationship with any employee or official of the AUTHORITY by first or second blood relatives or by marriage. However, an employee of the CONSULTANT has a relationship with an employee or official of the AUTHORITY by first or second blood relatives or by marriage. This relationship is more fully disclosed in Exhibit B. First or second blood relative or marriage relationships include spouse, registered domestic partners, children, parents, in-laws (first degree), brothers/sisters, half-brothers/half-sisters, grandchildren, and grandparents (second degree).

   b) No employee or official of the AUTHORITY has any ownership or financial interest in the CONSULTANT exceeding five (5) percent.

   c) No employee or official of the AUTHORITY has any involvement with the negotiation of this Agreement on behalf of the CONSULTANT or involvement in the day-to-day activities of the CONSULTANT.

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

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

Black & Veatch Corporation	**Southern Nevada Water Authority**
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title
_____	_____
Date	Date

Exhibit A-1

PSA PROJECT COMMITMENT CHANGE (PSCO) No. 6
CONSTRUCTION PHASE SERVICES

SCOPE OF SERVICES

INTRODUCTION

Southern Nevada Water Authority (AUTHORITY) contracted with Black & Veatch (CONSULTANT) in September 2022 to provide planning, engineering design, bid phase support, and engineering services during construction for the SNWA 3160S – Microbiology Research Laboratory Expansion project (Project) at the River Mountains Water Treatment Facility (RMWTF) located in Henderson, Nevada.

The Project scope involves planning and design of a microbiology research laboratory building that will further support the AUTHORITY's efforts to achieve and maintain a leadership role in the field of microbiology research. In 2019, CONSULTANT prepared the May 2020 Final Microbiology Facility Feasibility Study (Final Feasibility Study), and the proposed microbiology research laboratory was determined to be a 5,500 square foot single-story elevated building constructed over the existing interpretive courtyard of the existing RMWTF Water Quality Laboratory. The microbiology research laboratory was proposed to be elevated on columns to match the second floor of the existing adjacent RMWTF Research and Development (R&D) lab, and the first floor was to remain open to facilitate deliveries to the existing pilot plant located in the existing Water Quality Laboratory.

PSCO No. 1 and PSCO No. 2 (Amendment No. 1) involved changes to the base scope to reconfigure the laboratory building footprint to accommodate a two-story laboratory building to include additional laboratory facilities and a new pilot facility. The additional facilities were requested on the first floor and required removal of the existing bridge walkway and retaining wall to accommodate a new laboratory and pilot facility while maintaining access around the proposed facility. The PSCO No. 1 effort provided a high-level analysis to determine the potential space allocations, equipment requirements, supporting system needs, improvements needed, and the corresponding construction budget for the revised laboratory building. This effort was documented in the Revised Facility Study and approved by the AUTHORITY in March 2023. To maximize space while avoiding existing utilities and structures, the second floor of the building was planned to cantilever over the first floor in a "T" shape. The building footprint presented in the Revised Feasibility Study is provided as Figure 1 on the following page.

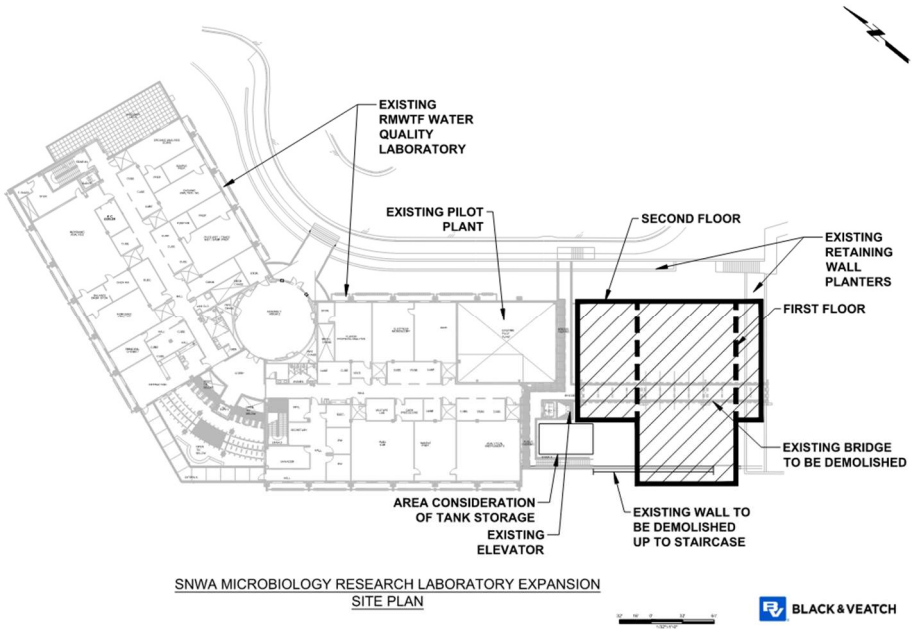


Figure 1 - Selected Building Footprint from Revised Feasibility Study

PSCO No. 2 involved the engineering design and construction support effort required for the additional floor and associated laboratory and pilot facilities. The final design resulted in a new laboratory facility of approximately 13,200 square feet. The facility consists of a general research laboratory on the first floor, a 50-gpm pilot plant laboratory on the first floor with partial second floor, and a new microbiology laboratory on the second floor. Additional spaces include office/cubicles, a meeting room, storage rooms, and a maintenance room with chase to a rooftop penthouse for building support systems. The improvements to accommodate the new building location in the existing Water Quality Laboratory interpretive courtyard consist of demolition of the pedestrian bridge, demolition and modification of the existing retaining walls to facilitate installation of the building support columns, demolition of the access gate and a portion of the courtyard screening wall, and relocation of utilities in the interpretive courtyard. Also included in the design are modifications to the site landscaping and irrigation, site lighting, site parking and accessibility, raw water supply and return systems with the chiller and boiler units for the new building's HVAC system, and installation of a backup electrical supply and communication systems. Building perspectives are provided as Figure 2, 3, and 4 on the following page.

Figure 2 – Southeast Perspective from Contract Documents

Figure 3 - Northwest Perspective from Contract Documents

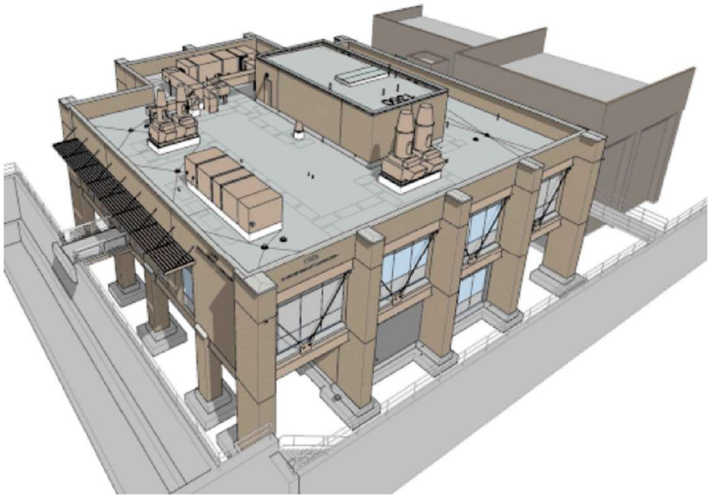


Figure 4 – Southeast Aerial Perspective from Contract Documents

Three additional PSCO's were processed during the design phase and utilized Project contingency funds. PSCO No. 3 engaged a vibration specialist subconsultant to coordinate with AUTHORITY staff on existing Water Quality Laboratory equipment sensitive to vibration, developed a vibration monitoring plan, and updated contract documents with vibration monitoring systems and thresholds for Contractor adherence during construction. PSCO No. 4 and PSCO No. 5 engaged the geotechnical subconsultant to provide an updated geotechnical update letter and geotechnical review letter, respectively.

PSCO No. 6 (AMENDMENT NO. 2) DESCRIPTION

This PSCO No. 6 (Amendment No. 2) addresses additional services required to successfully deliver construction phase services for the RMWTF Microbiology Research Laboratory Expansion project. The adjustments are driven by extended additional construction phase services, permitting requirements, schedule impacts, and design enhancements necessary to meet project objectives. CONSULTANT will perform PSCO No. 6 services described under the following work activities:

- Work Activity 3.0 (WA3) – Design
- Work Activity 4.0 (WA4) – Construction Support
- Work Activity 5.0 (WA5) – Unallocated

The objective of the effort is to provide additional cost reimbursable services for construction phase of the Project. The effort also includes a collection of design enhancements through the Detailed Design Phase. The effort will be conducted by CONSULTANT. Detailed scope of work for PSCO No. 6 is provided below.

SCOPE OF WORK

1.0 NOT USED

2.0 NOT USED

3.0 WA3 – Design (PSCO No. 6)

3.1 Permitting. CONSULTANT preparation of supporting documentation, addressing Agency comments, and coordinating with AUTHORITY to obtain additional permits. The base scope of services makes provision for three permits processes from the Authority Having Jurisdiction (AHJ). The actual number of permits required by the AHJ was eight (8).

3.2 Detailed Design Work. CONSULTANT design of a new retaining wall to accommodate the new building's column supports. The effort involves planning and conceptual design, alternative analysis, coordination with the AUTHORITY, site visits, meetings, workshops, site investigation and coordination, detailed design, and cost estimating.

CONSULTANT coordination with AUTHORITY's furniture supplier to reflect the layout of furnishings within the building, and the adjustment of the building layout and building support services (electrical, data, etc.).

CONSULTANT coordination with AUTHORITY'S building management system integrator with respect to specific systems and equipment in advance of construction. Coordination included revisions to HVAC systems, sequence of operations and LAN architecture.

CONSULTANT design of electrical modifications to the existing Water Quality Laboratory Pilot Laboratory including relocation of transformers and related equipment. CONSULTANT design of electrical modifications to the existing Water Quality Laboratory, including generator transfer switches, conduits, and penetrations. CONSULTANT preparation of electrical short circuit and arc flash study.

CONSULTANT design of a new Pilot Laboratory involving a 2-story volume facility including a mezzanine deck, 54 separate power feeds at differing voltages and amperage for pilot skids, a fume hood and biological safety cabinet, eyewash station, additional laboratory cabinetry, and multiple trench drain systems. CONSULTANT design of a rooftop penthouse, adjustments to the building mechanical room, and revision of the electrical and network rooms to accommodate the expanded electrical power systems needed for the Pilot Laboratory.

CONSULTANT design of electrical generator anchor systems, new water storage tanks, and associated anchor system.

4.0 WA4 – Construction Support (PSCO No. 6)

A time-and-materials (cost reimbursable), not-to-exceed budget is established to address Construction Support (engineering services during construction) services because of uncertainty about the quantity of work and associated cost. Based on final contract documents and discussions with AUTHORITY, additional Construction Support, under PSCO No. 6, are as follows:

4.1 Progress Meetings and Administration. The CONSULTANT will attend Construction Progress Meetings at a date, time, and place as designated or requested by AUTHORITY staff in writing on an as-needed basis. This will include up to two (2) attendees at up to 24 additional construction progress meetings. CONSULTANT will perform 14 additional months of project management and administration services including project controls, schedule control, financing, staffing, communication, correspondence, monthly progress reports, and contract administration.

4.2 Submittal Reviews. CONSULTANT agrees to review up to 840 additional Contractor submittals and resubmittals (manufacturer data, shop drawings, etc.) for technical content and compliance with the conformed contract documents and design intent. CONSULTANT shall submit the draft reviews to the AUTHORITY for review and acceptance. Comments provided by CONSULTANT may be discussed with the AUTHORITY, and upon acceptance will be incorporated by the AUTHORITY into the prepared submittal responses issued to the Contractor.

4.3 Requests for Information (RFIs). CONSULTANT agrees to review up to 200 additional Contractor requests for information for technical content and compliance with the conformed contract documents and design intent. CONSULTANT shall submit the draft reviews to the AUTHORITY for review and acceptance. Responses provided by CONSULTANT may be discussed with the AUTHORITY, and upon acceptance will be incorporated by the AUTHORITY into the prepared RFI responses issued to the Contractor.

4.4 Change Order Assistance. CONSULTANT agrees to review up to 24 additional Contractor-provided documentation in support of requested change orders including exhibits, specifications, manufacturer data, schedules, cost estimates, and other documents provided by the Contractor in connection with any potential contract change orders. The AUTHORITY will prepare and respond to any submitted change orders.

4.5 Construction Observation. The CONSULTANT agrees to provide up to 12 additional construction observation site visits.

5.0 WA5 – Unallocated (PSCO No. 6)

This Work Activity is additional unallocated budget that is not available to CONSULTANT to expend. A budget is provided to address potential additional tasks that were not included in the original scope and amendments.

Upon written direction by the AUTHORITY, budgets may be transferred between this Activity and other Work Activities to account for additional work activities or adjustments to other Work Activities.

6.0 Schedule

The current project schedule estimates award of the construction contract on May 21, 2026. Immediately thereafter Limited Notice to Proceed will be issued to the Contractor and Final Notice to Proceed being issued one (1) month later. Substantial completion is estimated on December 16, 2027, and Final Completion on February 3, 2028. Engineering services are scheduled to be completed on March 3, 2028.

7.0 Fee Schedule

CONSULTANT agrees to complete the PSCO No. 6 services in accordance with the engineering fee summary presented below.

PSCO No. 6 Work Breakdown	Billing Basis	Total Billings
WA3.5 Detailed Design	LS	$ 289,886
WA4 Construction Phase Services	CR	$ 1,400,108
WA5 Unallocated	CR	$ 48,520
	TOTAL	**$ 1, 738,514**

EXHIBIT B

Disclosure of Relationship/Ownership/Involvement and Remedy

Disclosure of Relationship:

An individual(s) holding more than five percent ownership or financial interest in the CONSULTANT, one or more of the CONSULTANT's principals, or one or more of the CONSULTANT's employees have a relationship with any employee or official of the AUTHORITY by first or second blood relatives or by marriage. First or second blood relative or marriage relationships include spouse, registered domestic partners, children, parents, in-laws (first degree), brothers/sisters, half-brothers/half-sisters, grandchildren, and grandparents (second degree).

Name of Business Owner/Principal/Employee	**LVVWD/SNWA/SSEA Employee/Official Name and Job Title**	**Business Owner/Principal Relationship to LVVWD/SNWA/SSEA Employee/Official**	**LVVWD/SNWA/SSEA Employee's/Official's Department**
Scott Jauch	Peter Jauch, Director	Child	Engineering Design

Disclosure of Ownership/Involvement:

An employee(s) or official(s) of the AUTHORITY has an ownership or financial interest in the CONSULTANT exceeding five percent, has involvement with the negotiation of the Agreement, or has involvement in the day-to-day activities of the CONSULTANT.

LVVWD/SNWA/SSEA Employee's/Official's Name	**LVVWD/SNWA/SSEA Employee's/Official's Job Title and Department**	**LVVWD/SNWA/SSEA Employee's/Official's Ownership/Financial Interest**	**LVVWD/SNWA/SSEA Employee's/Official's Involvement in the Negotiation of the Agreement or Day-to-Day Activities**
Not Applicable	Not Applicable	Not Applicable	Not Applicable

Remedy:

Describe the efforts taken to screen or wall off the employee(s) or official(s) of the AUTHORITY from the negotiation of and performance under the Agreement. Or, if no remedy is needed, please describe the reasons why.

The CONSULTANT'S employee has no ownership interest in the CONSULTANT exceeding five percent, but this disclosure is being made out of an abundance of caution. For purposes of Director approvals on this Agreement, approvals of budgets and payments will be handled by Ryan Pearson, Engineering Division Manager, and Doa J. Ross, Deputy General Manager – Engineering and Operations.

PETER JAUCH

Peter Jauch

Peter J. Jauch
Director of Engineering
Date: 04/30/2026

BLACK & VEATCH CORPORATION

Print Name:
Print Title:
Date:

DOA J. ROSS

Doa Ross
Doa Ross (Apr 30, 2026 09:16:02 PDT)

Doa J. Ross
Deputy General Manager of Engineering and Operations
Date: 04/30/2026

SOUTHERN NEVADA WATER AUTHORITY

John J. Entsminger
General Manager
Date:

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NO. 1

This Amendment No. 1 ("Amendment") to the Professional Services Agreement ("Agreement"), is made by and between Black & Veatch Corporation ("CONSULTANT") and the Southern Nevada Water Authority, a political subdivision of the State of Nevada ("AUTHORITY"). AUTHORITY and CONSULTANT are sometimes hereinafter referred to individually as "Party" or collectively as "Parties." The "Effective Date" is the date of last signature on this Amendment.

WITNESSETH:

WHEREAS, the Parties entered into the original Agreement Effective September 15, 2022, through which CONSULTANT would provide the AUTHORITY with engineering services related to SNWA 3160S – Microbiology Research Laboratory Expansion project located at the River Mountains Water Treatment Facility,

WHEREAS, the Parties desire to amend the Agreement to add lab improvements to the first floor of the proposed structure.

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

1) AMEND Exhibit A of the Agreement to include Exhibit A-1, Project Commitment Change Request (PSCO) No. 2 – 1st Floor Addition, as attached to this Amendment No. 1.

1) REPLACE Paragraph 4 on Page 2 of 52 of the Agreement with the following Paragraph 4.

4) LIMITATION ON COSTS:

The total cost of Services provided under this Agreement shall not exceed $3,696,864.

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

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

Black & Veatch Corporation	**Southern Nevada Water Authority**
Lisa Jackson Lisa Jackson (Jul 26, 2023 17:27 PDT)	John J. Entsminger John J. Entsminger (Jul 26, 2023 18:12 PDT)
Signature	Signature
Lisa Jackson	John J. Entsminger
Print Name	Print Name
Vice President	General Manager
Title	Title
Jul 26, 2023	Jul 26, 2023
Date	Date

Exhibit A-1

PROJECT COMMITMENT CHANGE REQUEST (PSCO) No. 2
1st FLOOR ADDITION

SCOPE OF SERVICES

INTRODUCTION

Southern Nevada Water Authority (AUTHORITY) contracted with Black & Veatch (CONSULTANT) in September 2022 to provide planning, engineering design, bid phase support, and engineering services during construction for the SNWA 3160S – Microbiology Research Laboratory Expansion project (Project) at the River Mountains Water Treatment Facility (RMWTF) located in Henderson, Nevada.

The Project scope involves design of a microbiology research laboratory building that will further support the AUTHORITY's efforts to achieve and maintain a leadership role in the field of microbiology research. In 2019, CONSULTANT prepared the May 2020 Final Microbiology Facility Feasibility Study (Final Feasibility Study), and the proposed microbiology research laboratory was determined to be a 5,500 square foot single-story elevated building constructed over the existing interpretive courtyard of the existing RMWTF Water Quality Laboratory. The microbiology research laboratory was proposed to be elevated on columns to match the second floor of the existing adjacent RMWTF Research and Development (R&D) lab, and the first floor was to remain open to facilitate deliveries to the existing pilot plant.

During the Design Development Workshop No. 1 held on November 2, 2022 for the Project, the AUTHORITY advised the project team they are internally re-evaluating the Final Feasibility Study findings. The Project was scoped utilizing the Final Feasibility Study as a basis of design and requires compliance with the document. AUTHORITY requested CONSULTANT prepare a PSA Project Commitment Change (PSCO) request to draw funds from Project contingency to facilitate coordination and collaboration with AUTHORITY laboratory managers and prepare a Revised Feasibility Study to form a new basis of design for the Project.

The PSCO NO. 1 effort provided a high-level analysis to determine the potential space allocations, equipment requirements, supporting system needs, improvements needed, and the corresponding construction budget for the revised laboratory building. A series of meetings was conducted with AUTHORITY, CONSULTANT, and Laboratory Building Design Consultants (LBDC) to drive consensus on the vision of the new laboratory building. The group evaluated multiple concepts and selected an alternative consisting of reconfiguring the building footprint by removing the existing bridge walkway and screening wall to maximize the space for a two-story building with an approximate 10,000 square foot building footprint. To maximize space while avoiding existing utilities and structures, the second floor of the building was decided to cantilever over the first floor in a "T" shape. The building footprint presented in the Revised Feasibility Study is provided as Figure 1 on the following page.

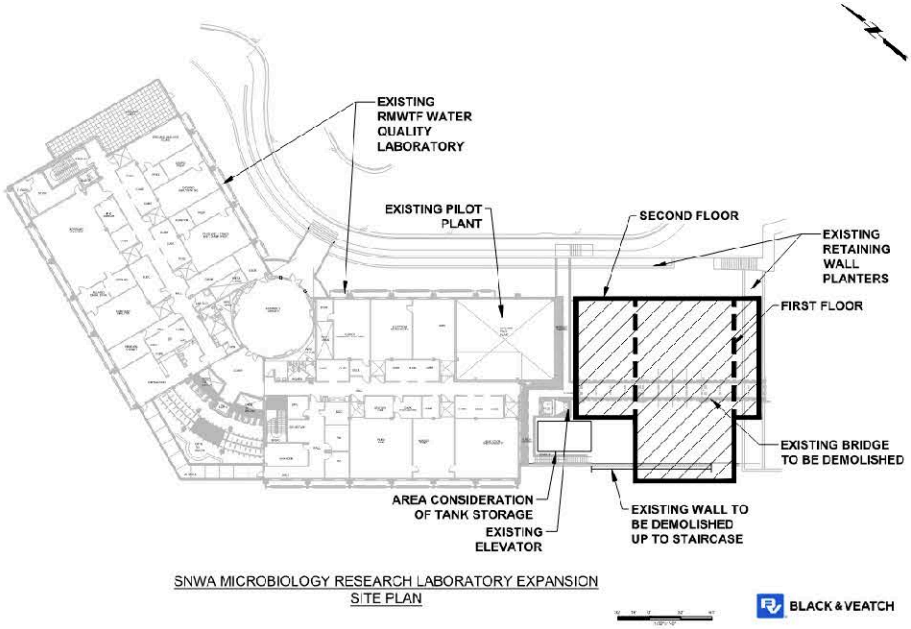


Figure 1 - Selected Building Footprint from Revised Feasibility Study

The Revised Feasibility Study was finalized and submitted for AUTHORITY approval on February 23, 2023. The Revised Feasibility Study documents the proposed laboratory building, which is comprised of two floors, a general research laboratory on the first floor and a microbiology research laboratory on the second floor. The microbiology research laboratory (2nd floor) is relatively similar to the laboratory proposed in the original Final Feasibility Study. A floor plan for each floor is provided as Figure 2 below and Figure 3 on the following page.

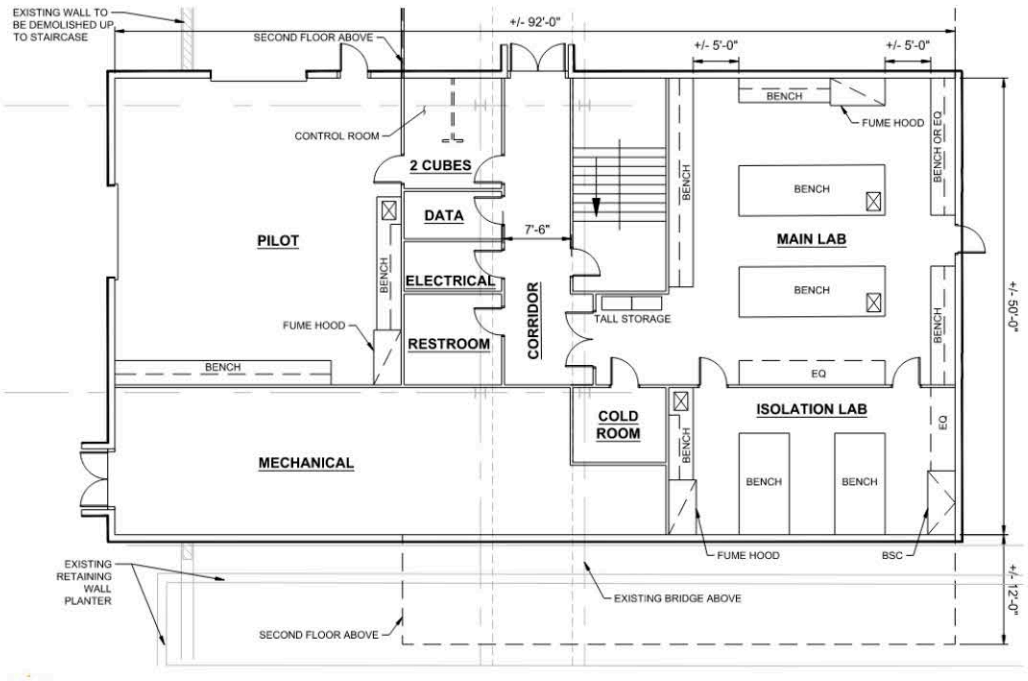


Figure 2 - First Floor Plan from Revised Feasibility Study

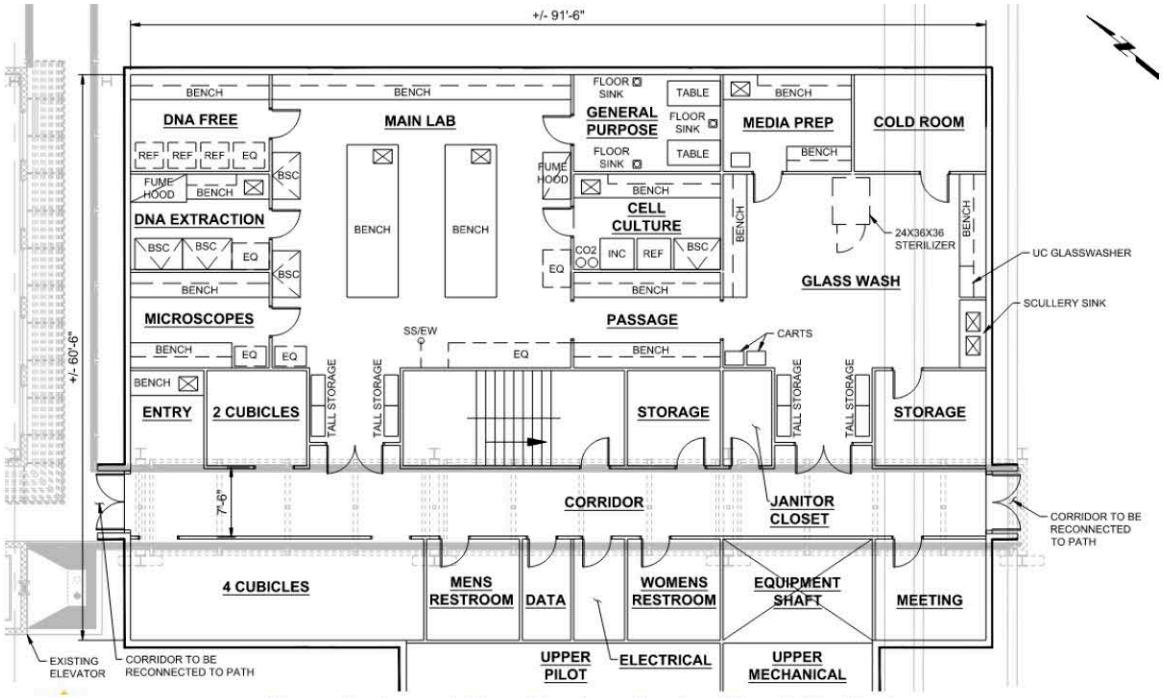


Figure 3 - Second Floor Plan from Revised Feasibility Study

AUTHORITY approved the Revised Feasibility Study on March 9, 2023, and the Project is moving forward with design and construction of a two-story laboratory facility. This PSCO No. 2 involves the engineering design and construction support effort required for the additional floor as shown on Figure 2 - First Floor Plan from the Revised Feasibility Study. The second-floor effort remains the same as per the original scope.

PROJECT DESCRIPTION

CONSULTANT will perform PSCO No. 2 services described under the following work activities:

- Work Activity 1.0 (WA1) - Project Administration and Control
- Work Activity 2.0 (WA2) - Predesign
- Work Activity 3.0 (WA3) - Design
- Work Activity 4.0 (WA4) - Construction Support

The objective of the effort is to develop bid and construction documents for the 1st floor addition and incorporate into the contract documents for the Project. The effort will be conducted by CONSULTANT, Laboratory Building Design Consultants, LLC (Lab Subconsultant), and VTN Nevada (Survey and Pothole Subconsultant). Detailed scope of work for PSCO No. 2 is provided below.

SCOPE OF WORK

1.0 WA1 – Project Administration and Control (PSCO NO. 2)

1.1 Project Management. CONSULTANT will perform project management services associated with the PSCO No. 2 work including project controls, financing, staffing, communication, correspondence, and contract administration.

2.0 WA2 – Predesign (PSCO NO. 2)

2.1 Survey. CONSULTANT will perform survey services to locate potholes and utility markings established under Task 2.2 below.

2.2 Subsurface Utility Exploration (SUE). CONSULTANT will perform SUE within the RMWTF site to confirm existing vertical utility locations as well as locations for columns supports for the

second floor. SUE will be performed in accordance with ASCE Standard Guidelines 38-02. SUE plans will be submitted to the AUTHORITY prior to commencing any work. CONSULTANT will complete up to twenty (20) utility test holes (potholes) via vacuum excavation methods.

Test hole Work includes the following:

a) Layout test hole locations in the field using various pieces of geophysical locating equipment and processes such as electromagnetic, ground penetrating radar, as-built plans, etc.

b) Notify USA North 811 Call-Before-You-Dig service 48 hours before any excavation.

c) Removal of pavement and concrete surfaces will be accomplished by use of a 10" diameter core drilling process.

d) Use air vacuum excavation methods to excavate and expose targeted utility or column location.

e) Record utility data: type, depth, size, and material as readily obtainable. If the utility is a duct bank or encased, CONSULTANT will attempt to record top, bottom, width and configuration.

f) Backfill test hole with native material excavated from the hole and compacted pneumatically in one-foot lifts in non-paved surface areas.

g) Backfill test hole with CLSM (slurry) as required by permitting agency in paved surface areas.

Deliverables for Task 2.2: Provide a Test Hole Data Report in a Portable Document Format (.pdf) for each completed location and shall include the following information.

a) Test hole number and date of completion.

b) Approximate plan and section view (not to scale) of utility and test hole location in relationship to the existing roadway and ground surface.

c) Collected utility data: type, depth, size, and material as readily obtainable.

d) Provide utility photos where obtainable at exposed locations.

2.3 Predesign - Design Development Phase. Based on the goals, findings, and technical criteria presented in the 2023 Revised Feasibility Study, the Design Development phase defines and configures the facilities to be designed. A conceptual floor plan for the additional 1st floor of the proposed laboratory building will be developed and refined to determine the size, configuration, and spatial relationships for all the spaces/functions being accommodated. Specific tasks for the additional 1st floor are described below:

a) Confirm Detailed Space Programming – Confirm and prepare written criteria that details the functional requirements for all programmed spaces within the additional 1st floor.

b) Space Programming/Architectural Submittal – Prepare and submit the programming level floor plan, architectural elevations, and renderings for the additional 1st floor.

c) Design Development Level Discipline Drawings – Following AUTHORITY approval of programming level floor plans for the additional 1st floor, CONSULTANT will prepare design development level plans for each sub-discipline (i.e., civil, architectural, structural, building mechanical, electrical, communications, etc.)

Deliverables for Task 2.3: Detailed Space Programming, Conceptual Architectural Programming, Conceptual Electrical Programming, and Conceptual Architectural Plans and Elevations for the additional 1st floor.

2.4 Preliminary Cost Estimate. CONSULTANT will develop a construction cost estimate in accordance with EDS Volume 1, Chapter 4, consistent with the progress of the design work.

This task includes preparation of a construction cost estimate for the 1st floor addition only, and it will be incorporated into the cost estimate that was scoped in the original contract under Task II.B.6.

Deliverables for Task 2.4: Preliminary OPCC for the additional 1st floor.

2.5 Predesign Report. CONSULTANT will prepare a Predesign Report detailing the findings in Task 2.3 above and a basis of design summary for civil, structural, architectural, building mechanical, and electrical disciplines. This task only includes development of a predesign report for the additional 1st floor of the proposed laboratory building, and it will be incorporated into the Predesign Report detailed in the original scope of work.

Deliverables for Task 2.5: Draft and Final Predesign Report and 30% Drawings for the additional 1st floor.

3.0 WA3 – Design (PSCO NO. 2)

3.1 Detailed Design Work. CONSULTANT will prepare design drawings and specifications required for the 1st floor addition. It is anticipated the 1st floor addition will involve approximately 45 additional drawings and 12 new specifications for the 1st floor addition.

Civil / Structural: CONSULTANT will conform the civil and structural requirements for the 1st floor addition and shall:

a) Develop demolition drawings for the removal of the existing pedestrian bridge with indications of limits, removal requirements, and interim provisions.

b) Prepare structural drawings and details for the 1st floor addition and portions of the 2nd floor.

c) Evaluate existing retaining wall along east side of building and develop design drawings for removal of lower retaining to accommodate column footing for the building.

Architectural: CONSULTANT will confirm the architectural requirements for the 1st floor addition and shall complete the following tasks:

a) Develop plans of the additional 1st floor with indications of materials, dimensions, and reference to related details.

b) Develop building sections at locations specifically chosen to describe relationships of materials and surfaces within the building. Sections shall indicate construction materials, critical dimensions, and references to related detail information.

c) Provide schedules of door and window openings. Schedules shall include information on door and window components, including dimensions, details, hardware, and finish.

d) Provide schedules of finish surfaces within the building. Schedules shall include relevant information on finishes of each room, including floor, base, wainscot, walls, and ceilings.

e) Provide plans of lighting layouts and other ceiling mounted equipment and devices.

Mechanical: CONSULTANT will confirm the mechanical requirements for the 1st floor addition and shall complete the following tasks:

a) Refine the PDR layouts as necessary based upon the selection of the proposed mechanical equipment to meet the system's requirements. CONSULTANT shall consider various manufacturers and obtain data and information from manufacturers regarding their ability to meet the system's operating parameters for the envisaged length of service. Based on the information obtained,

CONSULTANT will select the most appropriate configuration and equipment.

b) Provide design, detailed drawings, and specifications for heating, ventilating, and air conditioning for the additional 1st floor.

c) Provide design, detailed drawings, and specifications for potable water system, chemical waste drainage systems, fire protection system, roof drainage systems and floor drainage systems for the additional 1st floor.

d) Provide design, detailed drawings, and specifications for ancillary systems, equipment, and devices for the 1st floor General Research Laboratory.

e) Provide design, detailed drawings, and specifications for ancillary systems, equipment, and devices for the 1st floor Pilot Plant.

Electrical: CONSULTANT will confirm the electrical requirements for the 1st floor addition and shall complete the following tasks:

a) Develop a demolition plan for maintaining electrical power to the existing laboratory during the removal of the existing pedestrian bridge. Provide a plan for temporary power during bridge demolition and a plan for relocating permanent power around the new laboratory building.

b) Design cable and conduits for on-site power, instrumentation, and control equipment.

c) Design electrical equipment and appliances, including on-site power distribution.

d) Design appropriate switchgear, motor starters, motor control centers, local control panels and appurtenances for the equipment located within the 1st floor addition.

e) Design lighting and receptacles for interior and exterior requirements for the 1st floor addition.

f) Provide one-line diagrams, that will show cable and conduit sizes and system components in support of the AUTHORITY's design of the voice communications, public address system, local area network (LAN) systems. CONSULTANT will show locations of equipment on the plans based on input from the AUTHORITY. CONSULTANT will develop specifications where required based on component data sheet information and system requirements provided by the AUTHORITY.

g) Design for status, control, and performance specified fire alarm systems and transmission to the RTU/I/O.

h) Provide one-line diagrams, that will show cable and conduit sizes and system components in support of the AUTHORITY's security system supplier. CONSULTANT will show locations of equipment on the plans based on input from the AUTHORITY. In addition, CONSULTANT will develop specifications where required based on component data sheet information and system requirements provided by the AUTHORITY.

i) Coordinate power and control requirements with all discipline designers for the 1st floor addition.

j) Prepare site plans, power plans, lighting plans, panel and fixture schedules, schematic diagrams, and one-line diagrams for the 1st floor addition.

k) For the detailed electrical design for the 1st floor addition, prepare the following types of drawings to a level of detail and specificity consistent with the description below:

    - One-line diagrams showing cable tags, conductor sizes, and conduit size for each load; no conduit tags are assigned. When typical one-lines are used for similar equipment, adjacent schedules will be provided indicating individual equipment tags and cable tags.

- Schematics showing basic logic and interlocks for motor control and are typical for similar equipment; no terminals are assigned. The shop drawing submittals for motor control centers and equipment control panels submitted by the Contractor in construction phase will include the contractor assigned terminal numbers to be used for final wiring terminations.

- Lighting and plan layouts do not show interior conduit routing; routing is the responsibility of the Contractor based on criteria included in the specifications and locations of the equipment shown on the plans.

- Lighting fixture schedules provide specifications for the fixtures used in the design as well as lamp sizes required. Duct bank schedules and sections show conduit sizes and the cable tags of all circuits carried in each duct, as well as physical arrangement of the ducts in each duct route.

- Site Plans provide routing of all underground duct banks required, as well as locations of electrical handholes, manholes, and any outdoor distribution equipment.

- All drawings will be prepared using the AUTHORITY's standard legend and abbreviations.

- The detailed electrical design does not include cable block diagrams, elementary diagrams, wiring diagrams, interior panel layouts, special system plans, and cable and conduit schedules.

Instrumentation and Control: CONSULTANT will confirm the instrument and control requirements for the 1st floor addition and shall complete the following tasks:

a) Prepare Process and Instrumentation Diagrams (P&ID) using the AUTHORITY's standard P&ID legend and abbreviations sheet.

b) Provide an instrument summary and I/O listing of all instruments for the systems included in the project using AUTHORITY's standard format.

c) Provide instrument datasheets using ISA format.

d) Provide instrument installation details.

e) Provide the design of communication interfaces depicting connections from and to the PLC, RTU, OMI, RIO, etc.

f) Coordinate design of security and fire alarm system with the electrical designers.

g) Provide I&C design of HVAC and utilities equipment.

3.2 Construction Cost Estimates. CONSULTANT will develop construction cost estimates for the 1st floor addition consistent with the progress of the design work. The estimates will be incorporated into the construction cost estimate being prepared under the original scope of work. CONSULTANT is scoped to provide the following construction cost estimates under the design phase:

a) 60% Estimate (AACE Class 3)

b) 100% Estimate (AACE Class 2)

c) Final Estimate (AACE Class 2)

3.3 Deliverables. Design deliverables are in accordance with the original scope of work. The PSCO NO. 2 work will be incorporated into the contract documents being prepared under the original scope of work. Per the original scope, the 60%, 100%, and Final Design deliverables each include drawings, specifications, design data handbooks, cost estimate, and construction schedule. Each deliverable is detailed in Section II.C.9 of the original scope.

4.0 WA4 – Construction Support (PSCO NO. 2)

A time-and-materials (cost reimbursable), not-to-exceed budget is established to address Construction Support (engineering services during construction) services because of uncertainty about the quantity of work and associated cost. Potential activities included in Construction Support for the 1st floor addition, under PSCO NO. 2, are as follows:

4.1 Submittal Reviews. CONSULTANT will review up to 30 additional Contractor submittals and resubmittals (manufacturer data, shop drawings, etc.) for technical content and compliance with the conformed contract documents and design intent. CONSULTANT shall submit the draft reviews to the AUTHORITY for review and acceptance. Comments provided by CONSULTANT may be discussed with the AUTHORITY, and upon acceptance will be incorporated by the AUTHORITY into the prepared submittal responses issued to the Contractor.

4.2 Requests for Information (RFIs). CONSULTANT agrees to review up to 20 additional Contractor requests for information for technical content and compliance with the conformed contract documents and design intent. CONSULTANT shall submit the draft reviews to the AUTHORITY for review and acceptance. Responses provided by CONSULTANT may be discussed with the AUTHORITY, and upon acceptance will be incorporated by the AUTHORITY into the prepared RFI responses issued to the Contractor.

4.3 Change Order Assistance. CONSULTANT agrees to review up to one (1) additional Contractor-provided documentation in support of requested change orders including exhibits, specifications, manufacturer data, schedules, cost estimates, and other documents provided by the Contractor in connection with any potential contract change orders. The AUTHORITY will prepare and respond to any submitted change orders.

4.4 Record Drawings. CONSULTANT will prepare construction engineering services which entails receipt of redline drawings for the Contractor and subsequently revising the original electronic design drawings and clearly marking the electronic drawings "Record Drawings" to depict the work as constructed. This task includes preparation of approximately 45 record drawings for the 1st floor.

5.0 Schedule

Project schedule was evaluated based on AUTHORITY request to expedite the design phase. Despite the additional work in the PSCO NO. 2 effort, design phase was still reduced by two months.

6.0 Fee Schedule

CONSULTANT agrees to complete the PSCO NO. 2 services in accordance with the engineering fee summary presented below.

PSCO NO. 2 Work Breakdown	Billing Basis	Total Billings
WA1 Project Management	LS	$ 27,120
WA2 Preliminary Design	LS	$ 170,956
WA3.2 Detailed Design - Level 2 (60%)	LS	$ 184,901
WA3.3 Detailed Design - Level 3 (100%)	LS	$ 164,360
WA3.4 Detailed Design - Level 4 (Final)	LS	$ 77,278
WA3.5 Detailed Design - Final (Bid Docs)	LS	$ 16,237
WA4 Construction Phase Services	CR	$ 75,012
	TOTAL	**$ 715,864**

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This Agreement is made and entered into by and between Black & Veatch Corporation, hereinafter called "CONSULTANT," and the Southern Nevada Water Authority, a political subdivision of the State of Nevada, hereinafter called the "AUTHORITY." CONSULTANT and AUTHORITY are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties." The term "AUTHORITY" also refers to staff of AUTHORITY acting within their designated authority and duties. The "Effective Date" is the date of last signature on this Agreement.

WITNESSETH:

WHEREAS, AUTHORITY desires to obtain professional services as more specifically described herein, and

WHEREAS, CONSULTANT is properly qualified and desires to provide the professional services required by AUTHORITY, and

WHEREAS, AUTHORITY, in reliance on CONSULTANT's representations and proposals, agrees to retain CONSULTANT, and CONSULTANT agrees to furnish professional services to AUTHORITY, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties hereto agree as follows:

1) SCOPE OF SERVICES:

   a) CONSULTANT shall provide any requested services, hereinafter referred to as "Services" or "Work," as described and within the time indicated in **Exhibit A**, which is attached herewith and made a part of this Agreement. Except as otherwise provided in this Agreement, if any provision contained in this Agreement conflicts with any provision in any of the attached Exhibits, the provision contained in this Agreement shall govern and control.

   b) All Services performed shall be subject to the cost ceiling contained in Paragraph 4 hereof and subject to AUTHORITY's directions respecting priorities. CONSULTANT will furnish professional Services in the amount necessary to complete, promptly and effectively, the Work assigned under this Agreement. All of the Services shall be performed by CONSULTANT or an approved subcontractor.

   c) In performing Services under this Agreement, CONSULTANT shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or rules of the United States, of the State of Nevada, of any political subdivision thereof, and of any other duly constituted public authority or agency. CONSULTANT shall be responsible for obtaining any license, permit or other approval as required by law or otherwise, arising out of the Services to be performed hereunder.

   d) CONSULTANT has, or will secure at its own expense, the qualified personnel required to perform the Services assigned under this Agreement. Such personnel shall not be employed by the United States; the State of Nevada; Clark County, Nevada; Las Vegas Valley Water District, Southern Nevada Water Authority, or any other political subdivision of the State of Nevada.

2) PERIOD OF PERFORMANCE:

   This Agreement shall become effective as of the Effective Date and shall remain in effect until all Services authorized by AUTHORITY to be performed are completed by CONSULTANT, unless terminated in accordance with the terms of this Agreement. During this period, CONSULTANT agrees to provide Services as required by AUTHORITY within the scope of this Agreement.

   a) This Agreement may not extend more than seven years from Effective Date.

3) COMPENSATION:

a) In consideration for completion of all duties and responsibilities under this Agreement, AUTHORITY agrees to pay CONSULTANT, in accordance with Exhibit A, for Work completed to AUTHORITY's satisfaction.

b) CONSULTANT shall provide itemized monthly invoices for Services performed during the previous month. Invoices are to be submitted to AUTHORITY in accordance with the Notice provisions of this Agreement and must reference the name and Effective Date of the Agreement. A copy of any invoice received from subcontractors used by CONSULTANT shall be included.

c) AUTHORITY shall pay invoiced amounts from CONSULTANT based on tasks completed as set forth in Exhibit A within 30 calendar days after the date the invoice is received and approved by AUTHORITY.

d) AUTHORITY may dispute a payment or portion thereof that is due before or after AUTHORITY pays the invoice.

4) LIMITATION ON COSTS:

The total cost of Services provided under this Agreement shall not exceed $2,981,000.00.

5) RESPONSIBILITIES OF CONSULTANT:

a) CONSULTANT shall appoint a Manager who will manage the performance of Services. All of the Services specified by this Agreement shall be performed by the Manager, or by CONSULTANT's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of CONSULTANT be unable to complete his or her responsibility for any reason, CONSULTANT must obtain written approval by AUTHORITY prior to replacing him or her with another equally qualified person. If CONSULTANT fails to make a required replacement within 30 calendar days, AUTHORITY may terminate this Agreement.

b) CONSULTANT agrees that its officers and employees will cooperate with AUTHORITY in the performance of Services under this Agreement and will be available for consultation with AUTHORITY at such reasonable times with advance notice as to not conflict with their other responsibilities.

c) CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all Services furnished by CONSULTANT, its subcontractors and their principals, officers, employees and agents under this Agreement. In performing the Services, CONSULTANT shall follow practices consistent with generally accepted professional and technical standards.

d) It shall be the duty of CONSULTANT to assure that all products of its effort in accordance of the standards of Section 5.C are sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. CONSULTANT will not produce a work product which violates or infringes on any copyright or patent rights. CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its work products.

i) Permitted or required approval by AUTHORITY of any products or services furnished by CONSULTANT shall not in any way relieve CONSULTANT of responsibility for the professional and technical accuracy and adequacy of its work.

ii) AUTHORITY's review, approval, acceptance, or payment for any of CONSULTANT's Services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONSULTANT shall be and remain liable in accordance with the terms of this Agreement and applicable law for all

damages to AUTHORITY caused by CONSULTANT's performance or failures to perform under this Agreement.

e) All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by CONSULTANT for AUTHORITY relating to the Service and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by CONSULTANT to parties other than AUTHORITY shall become the property of AUTHORITY and shall be delivered to AUTHORITY's representative upon completion or termination of this Agreement, whichever comes first. CONSULTANT shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by AUTHORITY. AUTHORITY shall have the right to reproduce all documentation supplied pursuant to this Agreement.

f) The rights and remedies of AUTHORITY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.

6) RESPONSIBILITIES OF AUTHORITY:

a) AUTHORITY agrees that its officers and employees will cooperate with CONSULTANT in the performance of the Services and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with other responsibilities.

b) The Services performed by CONSULTANT under this Agreement shall be subject to review for compliance with the terms of this Agreement by AUTHORITY's representative, Ryan Pearson, telephone number, (702) 875-7064, or their designee. AUTHORITY's representative may delegate any or all of his/her responsibilities under this Agreement to appropriate staff members.

c) AUTHORITY shall assist CONSULTANT in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the Services.

d) CONSULTANT will not be responsible for accuracy of information or data supplied by AUTHORITY or other sources to the extent such information or data would be relied upon by a reasonably prudent CONSULTANT.

7) TRUTH-IN-NEGOTIATION CERTIFICATION:

Signing of this Agreement by CONSULTANT shall constitute a truth-in-negotiation certification by CONSULTANT that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of execution of this Agreement. The original Agreement price and any additions thereto shall be adjusted to exclude any significant sums by which AUTHORITY determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such Agreement adjustments shall be made within one year following the end of the term of this Agreement.

8) INDEPENDENT CONTRACTOR – NO JOINT VENTURE:

The relationship of CONSULTANT to AUTHORITY hereunder shall be that of an Independent Contractor as defined by NRS 616A.255 or Nevada state law. Nothing herein shall be construed to imply an employer and employee relationship, a joint venture, or principal and agent relationship.

9) INTELLECTUAL PROPERTY ACKNOWLEDGMENT:

In consideration of the covenants, representations and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT hereby covenants, represents and warrants the following:

a) All project specific materials, information, and documents which are drafted, developed, prepared, completed, or acquired by CONSULTANT for AUTHORITY relating to the Services and not

otherwise used or useful in connection with services previously rendered by CONSULTANT to parties other than AUTHORITY are instruments of service with respect to the Services to be provided pursuant to this Agreement and are not intended to be modified nor represented to be suitable for use on other projects. They shall become the property of AUTHORITY upon completion of the Work and shall be delivered to AUTHORITY's representative upon completion or termination of this Agreement, whichever comes first. CONSULTANT shall not be liable for damages, claims, and losses arising out of any reuse of any such materials, information or documents on any other project conducted by AUTHORITY. AUTHORITY shall have the right to reproduce all documentation supplied pursuant to this Agreement for the purpose of operating, constructing, altering, improving and maintaining the Project and as otherwise required by law. CONSULTANT and its subconsultants shall retain ownership of CONSULTANT's and subconsultants' proprietary and other intellectual property used, modified or developed in the performance of the Services ("CONSULTANT IP"). Without limiting the foregoing, and notwithstanding anything in this Agreement to the contrary, AUTHORITY shall not obtain any rights to CONSULTANT's, subconsultants' or third-party software, except as may be separately agreed. Nothing in this Agreement shall be construed as limiting CONSULTANT's and its subconsultants' rights to use their respective skills and knowledge to provide services for themselves or others, regardless of whether such services are similar to the Services provided hereunder.

10) INTELLECTUAL PROPERTY ASSIGNMENT:

Upon payment of consideration in accordance with this agreement, CONSULTANT hereby grants the AUTHORITY an irrevocable, nonexclusive, royalty-free license for use solely in connection with operation, maintenance, repair, or alteration of the AUTHORITY's facilities in respect of any CONSULTANT IP included in the work products. Notwithstanding any language to the contrary within this Section, the Parties understand and agree that, as required by the Nevada Public Records Act, the AUTHORITY may be required to provide project specific materials and documents pursuant to public records requests. Nothing in this Agreement shall prohibit AUTHORITY from providing public records subject to inspection or disclosure pursuant to the Nevada Public Records Act.

11) INTERPRETATION:

The Parties agree that neither Party shall be deemed the drafter of this Agreement and, in the event this Agreement is ever construed by a court of law or equity, such court shall not construe this Agreement or any provision hereof against either Party as drafter of this Agreement.

12) CONFLICT OF INTEREST:

During the course of performance of this Agreement, CONSULTANT will not contract with any client whose interest is adverse to or would require CONSULTANT to take a position contrary to that of the Las Vegas Valley Water District and/or the Southern Nevada Water Authority.

13) PROHIBITION AGAINST COMMISSION FOR OBTAINING AGREEMENT:

CONSULTANT warrants that no person or company has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees; nor has CONSULTANT paid or agreed to pay any person, company, corporation, individual or firm other than a partner or bona fide employee, any fee, commission, contribution, donation, percentage, gift, or any other consideration, contingent upon or resulting from award of this Agreement. For any breach or violation of this warranty, AUTHORITY shall have the right to terminate this Agreement without liability, or at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any other damages.

14) PROHIBITION AGAINST INTEREST BY GOVERNMENT EMPLOYEES:

a) No officer, employee, or member of the governing body of AUTHORITY shall (1) participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any

corporation, partnership, or association in which he or she is, directly or indirectly, interested or (2) have any interest, direct or indirect, in this Agreement or the proceeds thereof.

b) CONSULTANT represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of said Services, no person having any such interest shall be employed.

c) No member of, delegate to, or officer or employee of the legislative, executive or judicial branches of the government of the United States, of the State of Nevada or any of its political subdivisions shall be entitled to any share or part hereof or to any benefit to arise therefrom.

15) COMPLETENESS AND ACCURACY OF CONSULTANT'S WORK

a) CONSULTANT shall be responsible for the completeness and accuracy of its research, supporting data, and any final reports or other deliverables prepared or compiled pursuant to this Agreement and shall correct, at its expense, all errors or omissions therein.

b) The cost necessary to correct those errors attributable to CONSULTANT and any damage incurred by AUTHORITY as a result of additional costs caused by such errors shall be chargeable to CONSULTANT. The fact that AUTHORITY has accepted or approved CONSULTANT's Work shall in no way relieve CONSULTANT of any of its responsibilities.

16) INDEMNIFICATION:

a) For all claims based upon or arising out of the Services or Work of CONSULTANT, CONSULTANT shall indemnify and hold harmless, without cost to AUTHORITY, its Board of Directors and its officers, agents, and employees (the "AUTHORITY Parties"), against any and all losses, claims, costs, damages, actions, proceedings, and liability to the extent that such losses, claims, costs, damages, actions, proceedings, and liability are caused by the negligence, errors, omissions, recklessness or intentional misconduct of CONSULTANT or the employees of CONSULTANT. This indemnification includes, but is not limited to, reasonable attorneys' fees and costs and claims for or by reason of any death or deaths of, or any physical injury or injuries to, any person or persons or damage to real or personal property of any kind whatsoever, whether the person(s) or property of CONSULTANT, its agents, or of third parties; harassment or discrimination or any theory of joint or dual employment by CONSULTANT's employees, agents, subcontractors, arising out of the Services or Work under this Agreement; or infringement on any U.S. patent (issued as of the Effective Date) or any copyright or trademark.

If such claim(s) results in a trier of fact's adjudication of CONSULTANT as liable, CONSULTANT shall pay to AUTHORITY the reasonable attorneys' fees and costs which are determined to equate to the proportionate liability of CONSULTANT, as reimbursement for the attorneys' fees and costs incurred by the AUTHORITY in defending the claim.

b) For all claims not based upon or arising out of the Services or Work of CONSULTANT, CONSULTANT shall indemnify, hold harmless, and defend, without cost to the AUTHORITY Parties, against any and all losses, claims, costs, damages, actions, proceedings, and liability to the extent that such losses, claims, costs, damages, actions, proceedings, and liability are caused by the negligence, errors, omissions, recklessness or intentional misconduct of CONSULTANT or the employees of the CONSULTANT. This indemnification includes, but is not limited to, reasonable attorneys' fees and costs and claims for or by reason of any death or deaths of, or any physical injury or injuries to, any person or persons or damage to real or personal property of any kind whatsoever, whether the person(s) or property of CONSULTANT, its agents, or of third parties; harassment or discrimination or any theory of joint or dual employment by CONSULTANT's employees, agents, subcontractors, arising out of the Services or Work under this Agreement; or infringement on any U.S. patent (issued as of the Effective Date) or any copyright or trademark.

The AUTHORITY Parties may assume, at their sole option, control of the defense, appeal or settlement of any third-party claim for which CONSULTANT has indemnified the AUTHORITY Parties by giving written notice of the assumption to CONSULTANT. The AUTHORITY Parties may not settle or compromise any claim or consent to the entry of any judgment regarding claims for which CONSULTANT has indemnified the AUTHORITY Parties without the prior written consent of CONSULTANT, which consent shall not be unreasonably withheld, conditioned or delayed. The indemnification provided by CONSULTANT to the AUTHORITY Parties applies to all insurance policies of CONSULTANT, whether primary, excess or umbrella coverage is provided to CONSULTANT.

17) SCHEDULE FOR PERFORMANCE OF SERVICES:

a) Time is of the essence in this Agreement.

b) If CONSULTANT's performance of Services is delayed or if CONSULTANT's sequence of tasks is changed, CONSULTANT shall notify AUTHORITY's representative in writing of the reasons for the delay and prepare a revised schedule for performance of Services. The revised schedule is subject to AUTHORITY's written approval.

18) INSURANCE:

a) General:

i) CONSULTANT shall not commence Work under this Agreement until it has obtained all insurance required under this Agreement with insurance companies reasonably acceptable to AUTHORITY, nor shall CONSULTANT allow any subcontractor to commence Work until all similar insurance required of the subcontractor has been so obtained. CONSULTANT shall continue to pay all premiums due for the insurance required under this Agreement during the applicable policy periods and shall notify AUTHORITY of any changes to their insurance coverage.

ii) AUTHORITY shall be named as an additional insured, under CONSULTANT's commercial general liability, automobile liability, excess and/or umbrella liability policies. In the event of a loss arising out of or related to the performance of the Work by CONSULTANT or its subcontractor(s) hereunder, all insurance required under this Agreement shall be primary (pay first) with respect to any other insurance which may be available to AUTHORITY, regardless of how the "other insurance" provisions may read. CONSULTANT agrees to waive its rights of subrogation against AUTHORITY, and CONSULTANT's insurers shall also waive their rights to recover, as evidenced by an endorsement. The additional insured and waiver of subrogation language shall read as follows:

The Southern Nevada Water Authority, its members and affiliated companies, successors or assigns, including their directors, officers and employees individually and collectively when acting in the scope of the employment. Also, all owners of the property where the Work will be performed.

iii) AUTHORITY shall also be named as an additional insured by written contract between the CONSULTANT and their Subcontractor on Subcontractor's commercial general liability, automobile liability, excess and/or umbrella. Any deviation from the required insurance requirements will need to be approved by AUTHORITY in writing. Nothing contained in this Paragraph is to be construed as limiting the extent of CONSULTANT's or subcontractor's liability for claims arising out of this Agreement. CONSULTANT and subcontractor shall be responsible for insuring all of its own personal property, tools and equipment.

iv) With respect to all insurance required under this Agreement, the deductible shall not exceed $1,000,000 without the prior written approval of the Risk Manager of AUTHORITY.

b) Evidence of Insurance:

i) CONSULTANT's insurance shall be written with a property and casualty insurance company with an AM Best Financial Strength Rating of A- or higher and an AM Best Financial Size Category of Class VIII or higher.

ii) Within 10 working days after the Effective Date, CONSULTANT shall deliver to the AUTHORITY a certificate of insurance documenting the required insurance coverage. Upon request of AUTHORITY, CONSULTANT agrees to make available at CONSULTANT's local office a copy of all insurance policies required under this Agreement.

iii) Renewal certificates shall be provided to AUTHORITY not later than 15 days prior to the expiration of policy coverage.

iv) All insurance policies shall require the insurer to provide a minimum of 30 calendar days' prior notice to AUTHORITY for any material change in coverage, cancellation, or non-renewal, except for non-payment of premium, for which the insurer shall provide 10 days' prior notice.

c) Insurance Coverages:

i) Commercial General Liability Insurance: CONSULTANT shall maintain commercial general liability insurance, contractual liability, protective liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of $1,000,000 per occurrence, and $2,000,000 annual aggregate. The limit may be satisfied by a combination of primary and excess/umbrella insurance.

ii) Business Automobile Insurance: CONSULTANT shall maintain business auto insurance for any owned, non-owned, hired, or rented vehicle with a limit of $1,000,000 combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess/umbrella insurance.

iii) Workers Compensation & Employers Liability Insurance: CONSULTANT shall maintain statutory workers compensation insurance in accordance with the laws of the state where such compensation is payable. In addition, the insurance CONSULTANT maintains shall comply with Nevada Industrial Insurance Act, NRS Chapters 616 and 617, for all of its employees performing Services or Work pursuant to this Agreement.

CONSULTANT shall maintain employers' liability insurance with limits of $1,000,000 per accident and $1,000,000 for each employee for injury by disease. CONSULTANT shall maintain insurance for benefits payable under the U.S. Longshore and Harbor Workers Act and the Jones Act, for exposures that may exist.

In the event CONSULTANT is permissibly self-insured for workers' compensation insurance in the State of Nevada, CONSULTANT shall deliver to the AUTHORITY a copy of the Certificate of Consent to self-insure issued by the State of Nevada.

iv) Professional Liability Insurance: CONSULTANT shall maintain professional liability insurance applicable to CONSULTANT's Services or Work as set forth in this Agreement, with limits of not less than $1,000,000 for each claim and $1,000,000 policy aggregate. This coverage should be maintained for a period of not less than two years after completion of CONSULTANT's Work as set forth in this Agreement.

v) Cyber and Technology Liability Insurance: CONSULTANT shall maintain Cyber and Technology liability insurance providing coverage for technology and professional services; privacy and cyber security; and privacy regulatory defense, awards and fines with limits of $1,000,000 per occurrence and $1,000,000 annual aggregate.

19) TERMINATION:

AUTHORITY'S General Manager or his/her designee may terminate this Agreement on 30 days prior written notice. In the case of termination by the AUTHORITY, the AUTHORITY shall pay CONSULTANT for all Work performed to the effective date of termination and the reasonable costs of transferring all documentation of all Work to AUTHORITY.

20) REVIEWS:

a) CONSULTANT shall submit draft reports and other materials for review by prior to the submission of a final report on materials. Due dates will be negotiated, but in every instance, earlier submittal is encouraged.

b) AUTHORITY will review the submittals and any pertinent attachments and mark all required changes. All reviews will be completed within 15 working days after receipt of the submission package, and the package will be returned to CONSULTANT. Corrections and changes to the submission will be made by CONSULTANT and resubmitted in accordance with the mutually agreed to project schedule. Alternate review schedules may be negotiated by mutual agreement of the Parties.

21) CONFIDENTIALITY AND RELEASE OF INFORMATION:

Through the terms of this Agreement, CONSULTANT may furnish AUTHORITY with information that CONSULTANT has independently determined to be confidential under Nevada law and that CONSULTANT will label "Confidential Information". "Confidential Information" means confidential and proprietary information of CONSULTANT that is disclosed to AUTHORITY which, in the case of written information, is marked "confidential" and which, in the case of information disclosed orally, is identified at the time of the disclosure as confidential and will be summarized and confirmed in writing as such by CONSULTANT to AUTHORITY within 30 calendar days of the disclosure. Confidential Information shall not include information that: (1) is now or subsequently becomes generally available to the public through no fault or breach of AUTHORITY; (2) AUTHORITY can demonstrate to have had rightfully in its possession prior to disclosure by CONSULTANT; (3) is independently developed by AUTHORITY without the use of any Confidential Information; or (4) AUTHORITY rightfully obtains from a third party who has the right to transfer or disclose it.

AUTHORITY and CONSULTANT recognize AUTHORITY duties under the Nevada Public Records Act and do not, by this Agreement, intend to alter AUTHORITY duties thereunder or to require AUTHORITY to do, or refrain from doing, anything contrary to the Nevada Public Records Act. AUTHORITY Office of General Counsel shall be permitted to make an independent determination as to whether any document or record marked "confidential" is confidential or is a public record, pursuant to the Nevada Public Records Act. If AUTHORITY Office of General Counsel determines that any document or record supplied by CONSULTANT and marked "confidential" is determined to be a public record AUTHORITY may disclose that document or record to the extent required by the Nevada Public Records Act with prior notice to CONSULTANT. Upon receipt of any request for Confidential Information, this Agreement, or any part thereof, the AUTHORITY will promptly forward the request to CONSULTANT and work with CONSULTANT in good faith to coordinate a response to the request and strive to prevent the disclosure of information considered confidential by the Nevada Public Records Act.

Further, CONSULTANT shall make public information releases only as provided for and in accordance with this Agreement. Any and all other public releases of information gathered, obtained, or produced during the performance of this Agreement must be specifically approved in writing by AUTHORITY prior to release. Such information shall include, but is not limited to, all products, intellectual property, Work Product, ideas, data, reports, background materials, and any and all other materials belonging to AUTHORITY. Such public releases of information shall include, but are not limited to, publication in any book, newspaper, magazine, professional or academic journal, the Internet, radio, television, and presentations to professional, academic, and/or other groups or conferences. The CONSULTANT's use of Facility Information is governed in this Agreement's Data Privacy and Security section below.

22) USE OF MATERIALS:

a) AUTHORITY shall make available to CONSULTANT such materials from its files as may be required by CONSULTANT in connection with its performance of Services under this Agreement. Such materials shall remain the property of the AUTHORITY while in CONSULTANT's possession.

b) Upon termination of this Agreement, CONSULTANT shall turn over to AUTHORITY any property of AUTHORITY in its possession and any calculations, notes, reports, or other materials prepared by CONSULTANT in the course of performing this Agreement. Any proprietary software or other tools of CONSULTANT used to execute the Work shall remain the property of CONSULTANT.

23) PROJECT MANAGEMENT INFORMATION SYSTEM TERMS OF USE:

a) Due to the sensitive nature of information contained within the project management information system (PMIS), AUTHORITY requires that CONSULTANT agree to the PMIS terms of use. By entering into this Agreement, CONSULTANT agrees to be bound by and to bind its employees to the following terms of use ("Terms of Use").

i) Access to PMIS provided by AUTHORITY is for authorized users and organizations only. To protect this software from unauthorized use and to ensure that the software functions properly, activities on PMIS and use of this application, related data, and/or related services (collectively "PMIS Services") are monitored and recorded and subject to audit.

ii) CONSULTANT and its employees will abide by the typical use of protected applications/software, including but not limited to:

(1) Authorized users cannot give out their login information to another party.

(2) Authorized users shall notify AUTHORITY within 2 business days of any changes in their employment to allow for an appropriate adjustment in their access privileges.

(3) Access to PMIS will be revoked upon completion of the work, termination of the agreement, or the individual user's separation from performing duties associated with the work, whichever comes first.

(4) These PMIS Services are provided for the convenience of contractors and engineering firms. AUTHORITY is not responsible for any issues created by a malfunction of these PMIS Services.

(5) CONSULTANT agrees to use PMIS for work related content. The use of PMIS as a document management system to store unrelated documents or files is expressly prohibited.

(6) CONSULTANT agrees not to remove or modify any copyright or other intellectual property notices that appear in PMIS or associated PMIS Services.

iii) CONSULTANT agrees not to use the PMIS Services in any way that is unlawful, or harms AUTHORITY, its' service providers, suppliers or any other user. CONSULTANT agrees not to use the PMIS Services in any way that breaches any other policy or notice on the PMIS Services. AUTHORITY's failure to act with respect to a breach by CONSULTANT or others does not waive its right to act with respect to subsequent or similar breaches.

iv) NO WARRANTY. AUTHORITY provides the PMIS Services "As Is," "With All Faults" and "As Available," and the entire risk as to satisfactory quality, performance, accuracy, and effort is with CONSULTANT, to the maximum extent permitted by applicable law. AUTHORITY and its suppliers make no representations, warranties or conditions, express or implied. AUTHORITY and its suppliers expressly disclaim any and all warranties or conditions, express, statutory and implied, including without limitation (a) warranties or conditions of merchantability, fitness for a particular purpose, workmanlike effort, accuracy, title, no encumbrances, no liens and non-

infringement, (b) warranties or conditions arising through course dealing or usage of trade, and (c) warranties or conditions of uninterrupted or error-free access or use.

v) LIABILITY LIMITATION; EXCLUSIVE REMEDY. In addition to applicable Nevada laws regarding sovereign immunity, in no event will AUTHORITY or any supplier be liable for any damages including, without limitation, any indirect, consequential, special, incidental, or punitive damages arising out of, based on, or resulting from these Terms of Use or CONSULTANT's use of the PMIS Services, even if such party has been advised of the possibility of such damages. The exclusion of damages under this paragraph is independent of the user's exclusive remedy and survives in the event such remedy fails of its essential purpose or is otherwise deemed unenforceable. These limitations and exclusions apply without regard to whether the damages arise from (a) breach of contract, (b) breach of warranty, (c) negligence, or (d) any other cause of action, to the extent such exclusion and limitations are not prohibited by applicable law. If CONSULTANT has any dispute or claim against AUTHORITY or its suppliers with respect to these Terms of Use or the PMIS Services, then CONSULTANT's sole and exclusive remedy is to discontinue using the PMIS Services.

vi) AUTHORITY reserves the right to change the Terms of Use and will provide notice of any change to CONSULTANT. Continued use of the PMIS Services after the effective date of such changes will constitute acceptance of and agreement to any such changes. AUTHORITY may change, suspend or discontinue the PMIS Services associated with PMIS at any time without notice to all or selected users. AUTHORITY may assign these Terms of Use, in whole or in part, at any time with or without notice to CONSULTANT. CONSULTANT may not assign these Terms of Use, or assign, transfer or sublicense its rights, if any, in the PMIS Services.

vii) These Terms of Use are governed by the laws of the State of Nevada, without giving effect to its conflict of laws provisions. CONSULTANT agrees to submit to exclusive jurisdiction and venue in the state and federal courts sitting in Clark County, Nevada, for any and all disputes, claims and actions arising from or in connection with the Services and/or these Terms of Use.

viii) If any part of these Terms of Use is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use will continue in effect.

ix) Except as expressly stated herein, these Terms of Use constitute the entire agreement between AUTHORITY and CONSULTANT with respect to the PMIS Services and supersede all prior or contemporaneous communications of any kind between AUTHORITY and CONSULTANT with respect to the PMIS Services.

x) The PMIS Services are subject to the intellectual property rights of AUTHORITY and to the Nevada public records law.

24) DATA PRIVACY AND SECURITY:

a) During the course of this Agreement, CONSULTANT will create, receive or have access to the AUTHORITY's Facility Information. and the Facility Information of the Southern Nevada Water Authority ("Authority") Facility Information means drawings, maps, plans or records that reveal the AUTHORITY's or the Authority's critical infrastructure of primary buildings, facilities and other structures used for storing, transporting or transmitting water or electricity, other forms of energy, fiber optic cables, or vertical assets used for the transmission or receipt of data or communications used by the AUTHORITY and the Authority. Facility Information is deemed to be Confidential Information of the AUTHORITY and the Authority.

b) CONSULTANT shall:

i) Keep and maintain all Facility Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure, including, at a minimum strong password protection and encryption for data at rest and in transit on any network;

ii) Ensure that all Facility Information is stored only in data center(s) that are subject to United States federal jurisdiction;

iii) Not create, collect, receive, access, or use Facility Information in violation of law;

iv) Use and disclose Facility Information solely and exclusively for the purposes of providing Work under this Agreement;

v) Not use, sell, rent, transfer, distribute, or otherwise disclose or make available Facility Information for their own purposes or for the benefit of anyone other than the AUTHORITY without the AUTHORITY's prior written consent;

vi) Not, directly or indirectly, disclose Facility Information to any person other than its Authorized Persons, without the AUTHORITY's prior written consent. Authorized Persons means CONSULTANT's employees, contractors, subcontractors, consultants, subconsultants, agents, or auditors who have a need to know or otherwise access Facility Information to enable CONSULTANT to perform its obligations under this Agreement, and who are bound in writing by confidentiality and other obligations sufficient to protect Facility Information in accordance with the terms and conditions of this Agreement; and

vii) Prior to disclosure of Facility Information to any Authorized Persons, ensure that those Authorized Persons are contractually bound to comply with all provisions of this Data Privacy and Security section. CONSULTANT acknowledges that it will be liable to the DISTRICT for any and all damages the DISTRICT incurs from CONSULTANT's failure to ensure that that its Authorized Persons are contractually bound to comply with all provisions of this Data Privacy and Security section.

c) CONSULTANT ACKNOWLEDGES THAT THE UNLAWFUL DISCLOSURE OF SUCH RECORDS MAY SUBJECT THE CONSULTANT TO CRIMINAL LIABILITY PURSUANT TO NRS SECTION 239C.210(3).

d) Security Breach means any act or omission that compromises either the security, confidentiality, or integrity of Facility Information or the physical, technical, administrative, or organizational safeguards put in place by CONSULTANT or by the AUTHORITY to the extent that AUTHORITY has access to the AUTHORITY's systems, that relate to the protection of the security, confidentiality, or integrity of Facility Information. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Facility Information.

e) CONSULTANT shall:

i) Notify the AUTHORITY of any Security Breach as soon as practicable, but no later than forty-eight (48) hours after the CONSULTANT becomes aware of it, by telephone at the following number: 702-258-3889 and by email to databreachnotice@lvvwd.com, with a copy by email to the AUTHORITY's contacts listed in the Notices Section below;

ii) At its own expense, coordinate and fully cooperate with the AUTHORITY in the AUTHORITY's handling of the matter;

iii) Use its best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach;

iv) Maintain and preserve all documents, records, and other data related to any Security Breach; and

v) Reimburse the AUTHORITY for all actual costs incurred by the AUTHORITY in responding to and mitigating damages caused by any Security Breach.

f) CONSULTANT acknowledges that any breach of its covenants or obligations set forth in this Data Privacy and Security Section may cause the AUTHORITY irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the AUTHORITY is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the AUTHORITY may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

g) CONSULTANT has completed and provided to AUTHORITY the Business Partner Security Checklist providing accurate information on its security program including appropriate policies and procedures. CONSULTANT agrees to maintain a comparable or better information security program throughout the course of this Agreement that is reviewed for new risk assessments at least annually.

h) CONSULTANT shall implement reasonable administrative, physical and technical safeguards to protect Facility Information from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Facility Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

25) RECORDS:

CONSULTANT shall retain financial and other records related to this Agreement for six years after the completion or termination of this Agreement, and shall make available to AUTHORITY for inspection, all books, records, documents, and other evidence directly pertinent to performance under this Agreement upon reasonable notice.

26) ASSIGNMENT:

CONSULTANT shall not assign or transfer its interest in this Agreement without the prior written consent of AUTHORITY. If CONSULTANT assigns or transfers without prior written approval, the assignment or transfer shall be void, and not merely voidable.

27) SEVERABILITY:

If any term of this Agreement is to any extent illegal, invalid, or unenforceable, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms of this Agreement shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Paragraph should materially and adversely affect the economic substance of the transactions contemplated in this Agreement, the Party adversely impacted shall be entitled to compensation for such adverse impact.

28) NON-DISCRIMINATORY EMPLOYEE PRACTICES:

a) CONSULTANT and any subcontractor working under the authority of CONSULTANT, who is responsible for the selection, referral, hiring, or assignment of workers for the Services provided pursuant to this Agreement, is required to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, Title I of the Americans with Disabilities Act and all associated rules and regulations.

b) CONSULTANT recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, the AUTHORITY may declare CONSULTANT in breach of the Agreement, terminate the Agreement, and designate CONSULTANT as non-responsible.

29) EQUAL EMPLOYMENT OPPORTUNITY:

a) CONSULTANT and any subcontractor working under the authority of CONSULTANT, who is responsible for the selection, referral, hiring, or assignment of workers for the Services provided pursuant to this Agreement, is required to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964. This requirement includes compliance with Equal Employment Opportunity Commission regulations that prohibit discrimination based upon race, color, religion, sex, or national origin. Furthermore, CONSULTANT shall in all relevant manners comply with the Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, and Title I of the Americans with Disabilities Act.

b) CONSULTANT shall make all necessary documentation as required to comply with the Acts referred to above and shall make such documentation immediately available to AUTHORITY upon AUTHORITY's request. CONSULTANT is solely liable for failure to comply with this provision.

30) APPLICABLE LAW:

Nevada law shall govern the interpretation of this Agreement, without reference to its choice of law provisions.

31) VENUE:

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

32) ATTORNEY'S FEES:

In the event that any Party commences an action to enforce or interpret this Agreement, or for any other remedy based on or arising from this Agreement, the prevailing party therein shall be entitled to recover its reasonable and necessary attorneys' fees and costs incurred.

33) NO THIRD-PARTY RIGHTS:

This Agreement is not intended by the Parties to create any right in or benefit to parties other than AUTHORITY and CONSULTANT. This Agreement does not create any third-party beneficiary rights or causes of action.

34) 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.

35) CAPTIONS:

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

36) COUNTERPARTS:

This Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which, when so executed, shall be deemed an original, and all counterparts together shall constitute one and the same instrument.

37) INTEGRATION:

This Agreement contains the entire understanding between the Parties relating to the transactions contemplated by this Agreement, notwithstanding any previous negotiations or agreements, oral or written, between the Parties with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, regarding the subject matter of this Agreement are merged in this Agreement and shall be of no further force or effect.

38) NOTICES:

Any and all notices, demands or requests required or appropriate under this Agreement (including invoices) shall be given in writing and signed by a person with authorization to bind CONSULTANT or AUTHORITY, either by personal delivery, via a scanned document sent via email, or by registered or certified mail, return receipt requested, addressed to the following addresses:

To CONSULTANT:	Black & Veatch Corporation Brent Harland 8965 S. Eastern Ave #325 Las Vegas, Nevada 89123 harlandbj@bv.com
To AUTHORITY:	Southern Nevada Water Authority Attention: Ryan Pearson P.O. Box 99956 Las Vegas, Nevada 89193-9956 pearsonr@lvvwd.com
With copy to: (excluding invoices)	Southern Nevada Water Authority Attention: General Counsel 1001 S. Valley View Blvd. Las Vegas, Nevada 89153 generalcounsel@lvvwd.com

When notice is given by mail, it shall be deemed served three business days following deposit, postage prepaid in the United States mail. When notice is given by email transmission, it shall be deemed served upon receipt of confirmation of transmission if transmitted during normal business hours or, if not transmitted during normal business hours, on the next business day following the email transmission.

The Parties may designate a new contact person under this provision for notices or invoices or change the addresses or email addresses identified above by notifying the other Party in writing.

39) AMENDMENT:

This Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each party.

40) AUDITS:

The performance of this Agreement by CONSULTANT is subject to review by AUTHORITY to insure contract compliance at the discretion of AUTHORITY. CONSULTANT agrees to provide AUTHORITY any and all information requested that relates to the performance of this Agreement. All requests for information will be in writing to CONSULTANT. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension and/or termination of the Agreement.

41) SURVIVAL:

Subject to the limitations and other provisions of this Agreement, the obligations contained in the Paragraph entitled “Audits” of this Agreement will survive the expiration or earlier termination of this

Agreement for a period of 12 months after such expiration or termination; and, the Paragraphs entitled "Intellectual Property Acknowledgment", "Intellectual Property Assignment", "Indemnification", "Confidentiality and Release of Information", "Data Privacy and Security", "Applicable Law", "Venue", and "Attorney's Fees" of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement indefinitely.

42) FORCE MAJEURE:

a) A Force Majeure Event is defined as an act beyond the affected party's reasonable control, including: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, with a direct impact on this Agreement; (d) if site access is necessary to perform the Work under this Agreement, site restrictions for elevated security risks; and (e) industry-wide strikes with a direct impact on this Agreement. CONSULTANT's economic hardship and changes in market conditions are not considered Force Majeure Events.

b) Both the AUTHORITY and the CONSULTANT have evaluated the effects of COVID-19 on this Agreement. The AUTHORITY and the CONSULTANT expressly agree that COVID-19 and what is known about COVID-19 as of the execution of this Agreement are not considered Force Majeure Events. Notwithstanding the foregoing, the Parties acknowledge that, to the extent future circumstances related to COVID-19 are unforeseeable at the time of execution of this Agreement, unforeseeable changed circumstances may result in a delay constituting a Force Majeure Event.

c) Where CONSULTANT is prevented from completing any part of the Work under the Agreement due to a Force Majeure Event, the AUTHORITY and CONSULTANT shall agree to an extension of time in an amount equal to the time lost due to such delay, the agreed extension shall be the CONSULTANT's sole and exclusive remedy for such delay, and CONSULTANT shall not be entitled to an increase in the sums due under Agreement. CONSULTANT shall provide a revised schedule for performance in accordance with Paragraph 17.b.

d) The Party suffering a Force Majeure Event shall give notice within 5 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

43) COMPANIES THAT BOYCOTT ISRAEL:

CONSULTANT certifies that it is not engaged in, and agrees for the duration of the Agreement and any renewal terms, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

44) ELECTRONIC SIGNATURES:

Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties are intended to authenticate this writing and to have the same force and effect as manual signatures.

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

Black & Veatch Corporation	**Southern Nevada Water Authority**
Lisa Jackson Lisa Jackson (Sep 15, 2022 09:47 PDT)	John J. Entsminger John J. Entsminger (Sep 15, 2022 15:07 PDT)
Signature	Signature
Lisa Jackson	John J. Entsminger
Print Name	Print Name
Vice President	General Manager
Title	Title
Sep 15, 2022	Sep 15, 2022
Date	Date

EXHIBIT A

SCOPE OF SERVICES

RIVER MOUNTAINS WATER TREATMENT FACILITY MICROBIOLOGY RESEARCH LABORATORY EXPANSION

TABLE OF CONTENTS

I. INTRODUCTION 19
A. Definitions 19
B. Project Description 19
C. Description of Engineering Services 20
II. SCOPE OF SERVICES 24
A. WA1 - PROJECT ADMINISTRATION AND CONTROL 24
B. WA2 - PREDESIGN 29
C. WA3 - DESIGN 33
D. WA4 – CONSTRUCTION SUPPORT 49
E. WA5 – UNALLOCATED 50
III. SCHEDULE 51
IV. FEE SUMMARY 52

I. INTRODUCTION

This is the scope of work for the predesign and detailed design of the following:

- 5,500 square foot Microbiology Laboratory building at the existing Water Quality Laboratory at RMWTF interpretive courtyard.
- Bulk Argon gas supply system with Owner procured storage tank. Adding a bulk argon tank (Supplier to be determined) with concrete pad, sunshade, remote fill station and distribution header piping to existing Water Quality Laboratory.
- Addition of HVAC system to existing Utility Building Room U101.

Scope of Work, Schedule, and Fee Summary are described in Sections II, III, and IV respectively.

A. Definitions

Throughout this document the following definitions apply:

- AGREEMENT means the Professional Services Agreement or "PSA" established between the CONSULTANT and the AUTHORITY.
- AUTHORITY means the Southern Nevada Water Authority.
- EDSs means the AUTHORITY's Engineering Design Standards.
- RMWTF means the River Mountains Water Treatment Facility.
- SNWA means the Southern Nevada Water Authority.
- SNWS means the Southern Nevada Water System.
- CONSULTANT and ENGINEER means Black & Veatch, inclusive of subconsultant design team members including licensed engineers, architects, and other associated design professions.
- OPCC means Opinion of Probable Construction Cost

B. Project Description

This project consists of the design of a microbiology laboratory building that will support SNWA's efforts to achieve and maintain a leadership role in the field of microbiology research.

The microbiology research laboratory is to be a 5,500 square foot single story elevated building constructed over the existing interpretive courtyard of the existing Water Quality Laboratory. In addition, work in the existing Water Quality Laboratory would include design for a new bulk Argon gas system with a tank located outdoors (design basis to be sized and configured based on leased or purchased equipment to be provided by a selected gas supplier such as Linde/Praxair, Airgas, DJB Gas Services, or similar)--the physical improvements shall consist of a concrete pad suitably designed to provide vertical and lateral (seismic/wind/etc.) support, a stand-alone sunshade structure, lighting, vehicle protection bollards, remote fill station and distribution piping to the points of use. In addition, an HVAC system will be provided for the existing Utility Building Room U101 which currently has no air conditioning or heating.

The design of this facility and the preparation of construction documents for the contract package will be performed by the ENGINEER concurrently under this Work Authorization.

The May 2020 Final Feasibility Report for the Microbiology Laboratory provides a description of these facilities and forms the basis for this Scope of Work.

The opinion of probable construction cost for this facility identified in the 2019 Feasibility Study was approximately $7.5 to $9 million dollars. Utilizing the Engineering New Record's Building Cost

Index to escalate this estimate to 2022 dollars, the construction cost is anticipated to be approximately $9.4 to $11.3 million dollars. Based on current market and economic conditions, escalation to the construction cost estimate is anticipated over the course of design.

C. Description of Engineering Services

The ENGINEER shall provide all personnel and services necessary to complete the Project. The ENGINEER's services are the Work Activities identified in Section II.

Engineering services include managerial, technical, administrative, and support services to complete the studies, tests, investigations, calculations, analyses, comparisons, and coordination necessary to develop and deliver to the AUTHORITY the engineering design data and documents required for the design of the project components. All personnel shall be experienced and fully trained and, where required by the nature of the work, have professional registration in the State of Nevada.

In the performance of these services, the ENGINEER shall comply with the requirements set in this scope, the AGREEMENT, and as further described in:

- RMWTF Microbiology Facility Feasibility Study – May 2020.
- Geotechnical Design Report, River Mountains Water Treatment Facility, SNWA.
- Geotechnical Data Report, Water Quality Laboratory/R&D Building at RMWTF SNWA Project 320-A, July 31, 2003. River Mountains Water Treatment Facility, SNWA.
- North American Vertical Datum of 1998 (NAVD88)
- Uniform Design and Construction Standards for Water Distribution Systems, 3rd Edition including the City of Henderson Addendum.
- Design and Construction Standards for Wastewater Collection Systems, latest edition, including the City of Henderson Addendum.
- Southern Nevada Water Authority Engineering Design Standards (EDSs), Volume 1 – General Design Guide, Volume 2 – Standard Drawing Design Guide, and Volume 3 – Construction Document Guide, March 2018.
- Environmental Impact Statement for the Southern Nevada Water Authority Treatment and Transmission Facility.
- Clark County Area, Nevada, Uniform Standard Drawings and Specifications for Public Works Construction Off-Site Improvements Regional Transportation Commission of Southern Nevada "Blue Book", latest edition, including City of Henderson Public Works Criteria
- The Nevada State Contractor's Board "The Blue Book" A Reference Guide for the Nevada Design and Construction Industry, latest edition.
- Henderson, Nevada Development Code, Title 19, Chapter 19, of the Henderson Municipal Code (HMC), latest revision
- Building and Fire Safety Administrative Code, Title 15 of the HMC, latest revision
- 2018 International Building Code with City of Henderson Amendments
- 2018 International Existing Building Code with City of Henderson Amendments
- 2018 Uniform Mechanical Code with City of Henderson Amendments
- 2018 Uniform Plumbing Code with City of Henderson Amendments
- 2017 National Electric Code with City of Henderson Amendments
- 2018 International Energy Conservation Code with City of Henderson Amendments
- 2018 International Fire Code with Southern Nevada Consensus Amendments

Upon the Notice to Proceed, the ENGINEER shall immediately proceed with the design and preparation and completion of the contract documents.

It is the responsibility of the ENGINEER to coordinate with the AUTHORITY and other designers to define the final location of the connection points at existing facilities, concurrently constructed facilities, and future facilities. It is also the ENGINEER's responsibility to verify the location and configuration of existing utilities. The ENGINEER shall identify reasonably foreseeable utility conflicts and recommend adjustments to the design or relocations as required.

All work and services performed by the ENGINEER shall be in accordance with and conform to the requirements of their Quality Assurance and Quality Control Plan which will include the AUTHORITY's quality procedures and requirements.

Drawings shall be drafted using REVIT and AUTOCAD. In addition to the deliverables set out below the ENGINEER shall provide a complete set of REVIT AND AUTOCAD files to the AUTHORITY as a part of the Final Submittal. Survey Control files shall be in both the project coordinate system and the State Plane Coordinate System (NAD 83).

All the ENGINEER's and the ENGINEER's subcontractor personnel are required to undergo SNWA tortoise training prior to visiting the site. Training will be provided by the AUTHORITY free of charge. Training typically lasts from 20-30 minutes.

In the following Scope of Work, it is understood that, unless specifically stated otherwise, the ENGINEER and his subconsultants will perform this work. The ENGINEER will use the following subconsultants and the AUTHORITY hereby consents to the use of these subconsultants:

Type of Work	Subconsultant
Laboratory Designer	Laboratory Building Design Consultants
Surveying	VTN
Wind Engineering Study Update	Cermak, Peterka, Peterson, Inc. (or alternate)
Vibration Specialist	Colin Gordon & Associates (or alternate)
Geotechnical	GES (or alternate)

See a list of assumptions below for each area of the project scope.

1. Microbiology Lab

The proposed microbiology laboratory will be permitted as a standalone building under City of Henderson Building Department jurisdiction. It is not anticipated that the existing Water Quality Laboratory building will be subject to code review and update as the new building will not connect to the existing building nor would it be considered an expansion of the existing building.

Based on the Feasibility Study, it is assumed the structural framing for the proposed lab would be located adjacent to the existing RMWTF Lab / R&D Building. The building will not be connected, and the design of the lab expansion will be independent of the existing structure. The foundation will utilize shallow (spread) concrete footings for the steel column frame. The building is planned to have steel columns and beams to support the operating floor and roof. A composite floor deck is expected to be utilized for the operating floor taking into consideration the vibration requirements for the equipment. The roof is expected to be constructed using a steel roof deck to withstand the loading.

It is assumed the existing chiller and boiler systems serving the Water Quality Laboratory are not adequately sized for accepting addition loading from the microbiology laboratory

and HVAC modifications at the existing Utility Building, but an evaluation of the existing capacity will be part of the preliminary design effort. Assuming that sufficient capacity on the existing facility systems cannot be adequately confirmed, all new HVAC will be standalone systems. If capacity on the existing systems is not able to be confirmed and expansion of the existing central boiler and chiller plants is desired, that would be considered an additional service. Roof-mounted HVAC and mechanical equipment will require visual screening from the ground in accordance with City of Henderson requirements.

It is assumed that stand alone plumbing systems for compressed air, vacuum and high purity water treatment systems will be provided for the microbiology laboratory in lieu of connecting to existing Water Quality Laboratory systems.

It is currently assumed that the microbiology laboratory will have two redundant separated power feeds from the existing 13.8kV system, similar to the existing laboratory. Existing 13.8kV switches SW-11 and SW-12 shall feed a new microbiology lab switchgear and switchboard per Electrical Drawing RT13-E3, provided by SNWA, unless this capacity has been reserved by other building construction projects at this location that have more advanced designs. In this case, determination of capacity and electrical power expansion may be required and would be considered an additional service.

A connection point will be provided for a towable generator to feed the critical loads of the new Microbiology Laboratory. A generator connection point to the existing Water Quality Laboratory and Utility Building are not planned as separating critical loads is not feasible without substantial electrical modifications.

Coordination and applications with Nevada Division of Environmental Protection for lab certification will be performed by SNWA with submittal supporting documents preparation being conducted by ENGINEER in support of the SNWA.

2. Bulk Argon System

The anticipated work consists of a concrete foundation for the 1000-liter (owner procured) argon tank, sunshade, and remote fill station with associated piping at U100 Yard Storage. ½" stainless steel piping will be routed from Yard Storage to Room B124 Mechanical in the main building and then up to the second floor. Contractor may have to remove the pipe trench concrete cover to install the new piping in the trench. Piping will continue above the reflected ceiling of the second-floor hallway and will branch to Rooms C103, C104, C106A and R108. An exposed 3/8" diameter pipe with cap and ball valve will be provided on the wall at the entrance to the rooms. Room C106 Argon supply will come from a bypass connection in C106A Pump Room and the existing piping will be used from Room C106A to Room C106 instruments. It is anticipated that up to 19 instruments will be supplied with this Argon system.

The Bulk Argon System will be permitted as an interior remodel (with no structural modifications required to the Utility building or main Water Quality Laboratory Building frame) through City of Henderson Building Department. The proposed work for these items will be permitted according to the current adopted codes for City of Henderson discussed earlier. It is anticipated that this system would require mechanical process design for the distribution piping system. A new Bulk Argon System storage tank is proposed to be located outdoors. The tank design basis shall be sized and configured based on an evaluation of current and future laboratory Argon gas use projections, with either leased or purchased storage equipment to be provided by a competitively selected gas supplier such as Linde/Praxair, Airgas, DJB Gas Services, or similar. The physical improvements associated with the proposed system to be designed by the ENGINEER shall consist of a

concrete pad tank foundation suitably designed to provide vertical and lateral (seismic/wind/etc.) support for the proposed bulk storage tank, a stand-alone sunshade structure with locally operated outdoor lighting fixture(s), vehicle protection bollards, remote fill station provisions, and distribution piping to convey the Argon gas to the buildings. Based on preliminary discussions, it is assumed that this system will be equipped with a manufacturer-provided stand-alone instrumentation and control telemetry unit. These units typically communicate directly with the supplier through cellular antenna; however, intermittent local cellular coverage and Authority information technology security provisions may require this system to be equipped with hard-wire communications, which will require that the ENGINEER make provisions in the design work for a dedicated communications hard-wire extension to be installed from the nearest communications panel to the bulk storage location.

3. Utility Building HVAC Addition

The Utility Building Room U101 HVAC addition will be permitted as an interior remodel through City of Henderson Building Department. The proposed work for these items will be permitted according to the current adopted codes for City of Henderson discussed above.

Utility Building Room U101 is planned to be provided with a new roof mounted packaged air conditioning unit with electric heating coil that will provide heating and cooling for the space. A secondary ventilation system will also be provided. Two new roof openings and one new wall opening are anticipated. A screen wall around new HVAC will be provided to accommodate RMWTF and City of Henderson design requirements.

It is assumed no new energy related improvements will be required in the Utility Building such as added insulation due to the new air conditioning system.

It is assumed there is adequate power supply to the building to support new HVAC equipment without a new power feed required.

II. SCOPE OF SERVICES

The work under Work Authorization No. 01 (WA1) through Work Authorization No. 5 (WA5) includes the following types of services and scope:

Activity Work Breakdown Structure (WBS)

The CONSULTANT's efforts for the PROJECT's activities will be controlled by separate components. Activities are classified as Lump Sum Activities. CONSULTANT shall submit an Activity Funding Summary with Not-To-Exceed price. CONSULTANT shall be compensated for Work for each activity the amount not-to-exceed in the Activity Funding Summary for that activity. Work activities include the following:

- Work Activity 1.0 (WA1) - Project Administration and Control
- Work Activity 2.0 (WA2) - Predesign
- Work Activity 3.0 (WA3) - Design
- Work Activity 4.0 (WA4) - Construction Support
- Work Activity 5.0 (WA5) - Unallocated

A. WA1 - PROJECT ADMINISTRATION AND CONTROL

1. General

The ENGINEER shall administer and control the work so that the work is of the required quality, within approved budgets, and within the time allotted. The Project Controls requirements are presented below. Project Administration includes oversight by the ENGINEER's key personnel to ensure that the requirements of this Agreement are fully met. In addition, the ENGINEER shall:

- Provide the necessary project records, reports, manuals, calculations, and technical data.
- Maintain records of financial management data, schedules, reports, and analyses of the project.
- Conduct Project Kickoff Meeting to establish project goals and success factors. Present an overview of the scope and schedule for the project and discuss strategies to develop the work products provided for in the scope.
- Conduct site visit to review relevant existing Laboratory and Water Quality R&D Facilities at RMWTF.
- Attend and provide required input for periodic meetings and conferences with the AUTHORITY to report on progress and status, discuss solutions to possible problems, coordinate interfaces with other designers and facilities, and present, review, and discuss proposed changes. ENGINEER shall provide a written record of all meetings in a format acceptable to the AUTHORITY.
- Provide performance assessments, progress reports, and recommendations on means to improve progress, performance, or quality of all work undertaken under this Agreement.

2. Project Controls

The AUTHORITY will measure the ENGINEER's progress and performance using earned value based on the ENGINEER's compliance with the Scope of Work, the accepted schedule, the design budget, and any technical requirements. The ENGINEER shall plan and control his work in a manner that ensures completion of the work within the time frame specified in the baseline schedule, utilizing the appropriate resources.
All Work Activities and sub-activities must be organized, coded, and managed utilizing the specific Work Breakdown Structure (WBS) identified in this Scope of Work. All schedules, estimates, and costs for the ENGINEER's performance shall define the work in accordance with this WBS.

All schedules, cost analyses and reports shall utilize the last Friday of the month as the data date for that month's report. The ENGINEER shall define and implement procedures to integrate the scheduling, estimating, and design cost engineering work on the Project such that the data is consistent between the three disciplines.

3. Work Breakdown Structure (WBS)

The ENGINEER's efforts for the Project will be controlled by separate components identified as Work Activities. There are two kinds of Work Activities: Lump Sum, and Cost Reimbursable, as follows.

Microbiology Laboratory Construction Contract

The Microbiology Laboratory Construction Contract will include the construction of the laboratory, utilities, sitework, utility building room U101 HVAC, and the bulk Argon system including the distribution and branch piping. This construction contract will also include specification of contractor furnished, contractor installed laboratory equipment and casework. This construction contract does not include the provision of other laboratory equipment, office equipment or furnishings, which will be provided by the AUTHORITY. The Lump Sum Activities for the design of elements within this construction contract consist of:

- Mobilization
- Predesign Report (30%)
- 60% Design Plans and Specifications
- 60% Construction Cost Estimate & Schedule
- 100% Design Plans and Specifications
- 100% Construction Cost Estimate & Schedule
- Final Design Plans and Specifications
- Final Construction Cost Estimate & Schedule
- Final Bid Documents
- Bid Phase Services

Cost reimbursable Activities for the design of elements within this construction contract consist of:

- Construction Support

Unallocated Services will be controlled based on individual work scope elements to be negotiated on a case-by-case as-identified basis. Unless specifically requested and

negotiated, once allocated these services will be controlled based on the terms of the original scope item subject to amendment.

4. Schedule Control

Format - The ENGINEER shall use a computerized scheduling system and format approved by the AUTHORITY to produce schedule documents. All schedules shall be submitted to the AUTHORITY in hard copy indicating scheduling information at the Work Activity and sub-activity levels.

Schedule Submittal - Baseline Schedule - Within fifteen calendar days from the issuance of the Notice to Proceed, the ENGINEER shall submit its initial detailed schedule in hard copy for review and comment. This initial schedule shall include all work activities and sub-activities. This initial schedule submittal, when accepted by the AUTHORITY, shall constitute the "ENGINEER's Baseline Schedule". The schedule shall include all permit applications required from the ENGINEER.

- Work hours shall include all Cost Reimbursable with Fixed Hourly Rate work by the ENGINEER and any subconsultants and must be identified with a schedule activity and sub-activity in the approved baseline schedule.
- The submittal shall include a plot of projected expenditures (earned value) for each Lump Sum activity. The ENGINEER shall also include an explanation of the basis for, and procedure that will be used, to establish the percent complete of Lump Sum activities for monthly progress reporting.
- Cost-loaded activities will be consistent with the fee breakdown shown on Exhibit A and shall not exceed the ENGINEER's authorized fee for the work. The ENGINEER shall explain the basis for, and procedure used, to develop the cost and man-hour loading.

Schedule Activity Description - Work Activities have been defined in the Scope of Work. When required to further define the work, activities will be further broken down to sub activities. Sub activities shall be summarized to the Activity level.

Schedule Acceptance - The accepted ENGINEER's Baseline Schedule will sequence the work, comply with time constraints, and optimize the work within the available time. The schedule is to be prepared in workdays and show the sequence of all schedule activities and sub activities required to complete the ENGINEER's scope of work through final acceptance.

The ENGINEER's Responsibility - Review and acceptance of the schedule by the AUTHORITY shall not relieve the ENGINEER from responsibility for complying with the Contract time requirements, adhering to those sequences of work indicated in, or required by the Scope of Work, or from completing any omitted work within the time windows.

Revisions to Accepted Schedule - If at any time the ENGINEER falls behind the accepted schedule and cannot prosecute the work as planned within the established time frames and resources, or if the accepted schedule no longer represents the actual prosecution of the work, the ENGINEER shall, at the request of the AUTHORITY's PDM, submit within five (5) work days, a revised schedule supported by a narrative explaining the recovery plan methods intended to recover the lost time and return the design effort to be completed within the contract performance period. The revised schedule shall show the schedule impact before and after the revision. When this revised schedule is reviewed and accepted by the AUTHORITY, the ENGINEER will incorporate the revision into the accepted "ENGINEER's Baseline Schedule".

Schedule Changes - All changes to the accepted "ENGINEER's Baseline Schedule" must be approved by the AUTHORITY. Any approved change, or the AUTHORITY's directed change, shall be reflected in the next schedule submittal by the ENGINEER or other schedule update submittal as directed by the AUTHORITY.

Schedule Revision - Whenever a revised schedule is issued, the ENGINEER shall also prepare and submit the same information as was required for the initial schedule submittal. The AUTHORITY may withhold progress payments for consistent failure on the part of the ENGINEER to deliver timely and acceptable schedule updates.

The ENGINEER shall submit a Monthly Schedule Update as part of the monthly reporting requirements. Each schedule report must be prefaced with the following summary data:

- Project Name (Subtask Work Package Description)
- ENGINEER
- Type of Tabulation (Initial or Updated)
- Project Duration
- Project Scheduled Completion Date and Delivery Date
- The date of commencement of the work as stated in the Notice to Proceed.
- If an updated (revised) schedule, cite the new project completion date, project status and date of status.

5. Basis for Progress Measurement

The AUTHORITY will recognize progress on a monthly basis predicated on the completion status of scheduled work activities and sub activities as indicated in the monthly report submission and verified by the AUTHORITY. Project technical coordination meetings will be held virtually on a bi-weekly basis and will overlap with the monthly progress meeting. As a basis for monthly schedule progress reporting to the AUTHORITY, the ENGINEER shall measure and report the completion status of all activities and sub activities and compare this completion status to the accepted ENGINEER's Baseline Schedule. The ENGINEER will also measure and report actual work-hours and costs against planned work hours and costs for each Cost Reimbursable with Fixed Hourly Rate sub-activity in the schedule. The ENGINEER will measure and report the percent complete and the earned value (dollars) against planned expenditures (earned value) for each Firm Fixed Price Work activity and sub activity. The format for reporting progress of Activities shall be consistent with the EDSs unless modified by the AUTHORITY. The AUTHORITY will authorize partial contract payment against the earned value of all schedule activities in progress or completed to date. The overall progress of the Design Work Package will be based on the Firm Fixed Price Activities.

6. Performance Measurement

Based on progress measured, as defined above, the ENGINEER shall prepare and submit variance analyses identifying the source and cause of any significant variance and the ENGINEER's plans to recover any significant impact to the Schedule's Completion Dates. Significant variance is defined as 5% or more of variance between planned and actual expenditure. Variance analyses shall be prepared against the current ENGINEER's Baseline Schedule.

7. Monthly Progress Reports

By the first Friday of each month, the ENGINEER shall submit a Monthly Progress Report in a format determined by the AUTHORITY. The cut-off report date shall be the last Friday of the previous month. The Authority may vary the format from time to time. The Monthly Progress Report shall include but is not limited to:

- Financial progress to date measured as percent complete of each Lump Sum Activity and Sub activity and compared to planned expenditures.
- Actual cost and manpower expenditures to date of each Cost Reimbursable Activity and Sub activity.
- A plot of the Earned Value Curves to date for each Lump Sum Activity and a plot of the actual expenditure and actual man-hour curves for each Cost Reimbursable Activity. Each Activity curve shall include the planned expenditure (Earned Value) baseline curve as a comparison. An overall Earned Value Curve shall be plotted for all Firm Fixed Price Activities, against the approved Planned Expenditure (Earned Value) Baseline Curve.
- A written analysis of budget, cost, and schedule status by Activity and Sub activity in narrative and report format.
- Description of outstanding issues and action taken by the ENGINEER to address any problems with the schedule, budget, cost, or manpower.
- A list of activities and sub activities behind schedule, activities or sub activities due to start within the next report period, critical path sub-activities, action items causing schedule delays or slippage, and remedial measures proposed to be taken to improve or maintain the schedule.
- A report on the status of changes and revisions to cost, schedule or scope of work since the previous Monthly Progress Report.

8. Progress Review Meetings

A progress review meeting will be held on a biweekly basis, or as agreed to between the AUTHORITY and the ENGINEER, to review work progress, review scheduled work activities for the succeeding period, discuss recovery plans and issue action items. The progress review meeting held at the beginning of the month will also include review of the updated schedule, project issues and decisions, invoicing and budget progress, and any other project management related topics. The meetings shall be attended by the ENGINEER's key project management staff as determined necessary. The ENGINEER shall prepare the meeting notes. It is assumed progress review meetings are held virtually during design development only.

9. Delays and Recovery

If at any time during the design, the ENGINEER fails to meet the scheduled completion date for any sub activity or activity, the ENGINEER shall, within five (5) calendar days, submit to the Authority a written report describing how and when corrective actions will be taken to return the work program to the committed schedule.

Whenever it becomes apparent from the current monthly progress evaluation and updated schedule data that any milestones or completion dates will not be met, the ENGINEER shall add manpower or extend working hours or reschedule work to meet the schedule until the work is back on schedule.

10. Configuration Control

The cost, schedule, design criteria, and design configuration as defined in the Predesign Report are baseline elements for the Project. Any changes to these baseline elements will require specific acceptance through the Configuration Control process, the ENGINEER shall participate in this process through the presentation, analysis, and discussion of proposed changes and preparation of Configuration Change Requests (CCRs). The ENGINEER shall be responsible for meeting the requirements of the AUTHORITY's Procedure for Configuration Control Management.

11. Document Control

All documents, notes, drafts, and calculations are the property of the AUTHORITY and are to be retained by the ENGINEER until placed in final form and entered into the AUTHORITY's Records Management System (RMS). In accordance with the RMS procedures, the AUTHORITY will provide an applicable Records Management Number (RMS) for all document, drawings, reports, papers, calculations, or other products related to the design or administration of the Project. These documents shall be referenced by the applicable Project Work Breakdown Structure (WBS) number broken down to the correct activity level.

B. WA2 - PREDESIGN

1. Scope of Predesign Work

Based on the criteria and concepts provided in the Feasibility Study, the ENGINEER shall proceed with the preliminary design through the referenced work activities to produce Preliminary Design Report. The following sections generally describe the requirements of each Work Activity. Within each Work Activity are multiple sub-activities, referred to in this agreement as "Tasks". A detailed list of specific tasks and task descriptions is included in this scope of work as Attachment B.

2. Mobilization

2.1 Project Management. The ENGINEER shall prepare and submit for the AUTHORITY's approval, a Project Management Plan for the work. This Plan shall conform to EDS Volume 1, Chapter 2.3.1. and identify all the ENGINEER information and activities to successfully manage the project.

2.2 Quality Assurance/Quality Control (QA/QC). The ENGINEER shall prepare and submit for the AUTHORITY's approval, a Quality Assurance and Quality Control Plan for both predesign and field investigation work. This Plan shall conform to EDS Volume 1, Chapter 5, and shall identify all the ENGINEER activities to audit, review, evaluate, and correct quality deficiencies, errant processes, or other items or elements impacting the quality of the work. The Plan shall also identify the ENGINEER's responsible person for the quality program and address procedures for documenting and tracking quality assurance and control. The QA/QC Plan shall include QA/QC provisions and procedures for the subconsultants' work.

2.3 All work and services performed by the ENGINEER shall be in accordance with and conform to the requirements of the ENGINEER's Quality Assurance and Quality Control Plan and the AUTHORITY's quality procedures and requirements.

3. Survey

3.1 The CONSULTANT will provide control survey to establish MBL horizontal and vertical location within established boundaries. The survey will be based on SNWA control monuments established with File 79 of surveys, Page 72. Vertical datum will be based on NAVD 88 and referenced to a City of Henderson benchmark. In addition, a laser scan of the existing building interface points in the courtyard area to properly locate the existing and new building on a site plan. A utility survey is also included in the area of the lab expansion. CONSULTANT will prepare Horizontal Control drawings for the project.

4. Geotechnical Services

4.1 The CONSULTANT will conduct a geotechnical evaluation at the site including provide three (3) borings 30-ft deep and associated soil sampling, laboratory testing and recommendations for design and construction of the proposed improvements. A draft and final geotechnical report will be prepared to support the structural design of the elevated building.

5. Predesign - Design Development Phase

5.1 The design criteria principles for the microbiology laboratory have been established in the Black & Veatch report titled "RMWTF Microbiology Facility Feasibility Study" (May 2020) with design criteria presented by Laboratory Building Design Consultants, LLC in Appendix C of the report. This design criteria will be restated during the design development phase and is the basis for this scope of work.

5.2 The basic goals and success factors of the project will be revisited and confirmed with AUTHORITY stakeholders. Once these goals have been confirmed, strategies to meet these goals are developed and implemented.

5.3 Based on the goals, findings, and technical criteria presented in the May 2020 Feasibility Study, the Design Development phase defines and configures the facilities to be designed. Conceptual floor plans are developed and refined in order to determine the size, configuration, and spatial relationships for all of the spaces/functions being accommodated. Siting and utility issues are addressed, and the architectural style of the facilities is further developed. The final product of the Design Development phase is the creation of a Predesign Report. The Predesign Report contains sufficient information about the process, size, function, layout, architectural style, and building systems proposed to proceed with Design Phase.

5.3.1 Electrical and Power Availability – Evaluate existing and proposed electrical capacity to serve the Microbiology Facility. Also include the future Horizon Lateral Building demands in the analysis.

5.3.2 Chilled Water Availability - Evaluate existing and proposed water demands to serve the Microbiology Facility. Also include the future Horizon Lateral Building demands in the analysis.

5.3.3 Vibration Analysis and Isolation – Evaluate existing and proposed structures for vibration considerations. The laboratory will utilize microscopes for examination. Proposed laboratory facility will need to include suitable design consideration to facilitate microscopic viewing.

5.3.4 Ultra-Centrifuge – Proposed laboratory will be equipped with an ultra-centrifuge. Design and layout of laboratory to take into consideration applicable safety concerns and isolation/containment for this proposed equipment to protect staff in the event of catastrophic failure of this instrumentation.

5.3.5 Confirm Detailed Space Programming – Confirm and prepare written criteria that details the functional requirements for all programmed spaces. Prepare programming level plan diagrams for all programmed spaces at 1/8" = 1'-0" scale, including preliminary piped service and electrical power requirements.

5.3.6 Conceptual Architectural Programming - Develop architectural style, color palette, conceptual elevations, and renderings. This includes basic hand sketches and renderings to be used in the development of the overall aesthetics of interior and exterior elements of the facilities.

5.3.7 Space Programming/Architectural Submittal - Prepare and submit the programming level floor plans, architectural elevations, and renderings.

5.3.8 Space Programming/Architectural Workshop - Conduct workshop with SNWA staff to review the findings and recommendations presented in the Space Programming / Architectural Submittal.

5.3.9 Submit Conceptual Architectural Plans & Elevations for Design Review/Planning Approval - Incorporate SNWA comments from Task 5.3.4 and submit required documentation for Design Review/Planning Approval from the City of Henderson and National Park Service as appropriate.

5.3.10 Design Development Level Discipline Drawings - Following SNWA approval of programming level floor plans and elevations, prepare design development level plans for each sub-discipline (i.e., civil, architectural, structural, building mechanical, electrical, lab furnishings etc.). These scale drawings would be expected to lay out the major building systems for each discipline but would not develop specific details of construction. The major systems from each discipline will be coordinated with each other to avoid space and layout conflicts during the design phase.

5.3.11 Draft Predesign Report - Prepare Predesign Report detailing the findings in each of above tasks and a basis of design summary for civil, structural, architectural, building mechanical, and electrical disciplines. The Predesign Report will consist of written text and 11"x17" drawings (as appropriate) to convey the design intent and establish/refine the basis of design originally established in the Feasibility Study. Submit Predesign Report to SNWA for review and comment.

5.3.12 Predesign Report Workshop - Conduct workshop with SNWA to review the findings and recommendations presented in the Predesign Report. Verify that the Predesign Report supports the project goals and success factors.

5.3.13 Final Predesign Report - Incorporate any changes to the Predesign Report based on the results of the workshop and submit Predesign Report.

6. Preliminary Cost Estimate

6.1 As part of the predesign process, the ENGINEER shall develop a construction cost estimate in accordance with EDS Volume 1, Chapter 4, consistent with the progress of the design work. The ENGINEER shall immediately notify the AUTHORITY if the estimated construction cost of the design is likely to exceed the currently budgeted amount. In order to maintain confidentiality of budget values and cost estimates, dissemination of cost data shall be limited to the ENGINEER and the AUTHORITY's staff on a need-to-know basis.

The format, presentation and structure of the estimate shall be in accordance with the ENGINEER's standard practice and AACE International Recommended Practice No. 18R-97, Cost Estimate Classification System – As Applied in Engineering, Procurement, and Construction for the Process Industries.

As part of each estimate submittal, the ENGINEER shall attach a statement of estimate qualifications and clarifications. The primary items to be included in this document are:

- Description of scope of work covered in the estimate.
- Specific and detailed explanations on the basis for the estimate.
- Assumptions used in the estimate.
- Items excluded from the estimate.
- Basis for additive allowances, such mobilization and contingencies.

As part of the ENGINEER's cost estimating process, construction cost estimates are to be prepared with an increasing level of specificity as more detailed design information becomes available.

The ENGINEER shall provide an explanation for any increases or decrease from the initial cost estimate budget and subsequent estimate submittals. The ENGINEER may be asked to meet with the AUTHORITY to present the current construction cost estimate for review and discussion in such cases.

6.2 Predesign Estimate

A first estimate shall be completed based on preliminary design documents developed to date. Estimate shall be AACE Class 4 with a low range of -15% to -30% and a high range of +20% to +50%.

7. Predesign Deliverables

7.1 General

The ENGINEER shall provide the design deliverables to the AUTHORITY in accordance with this section. The deliverables are identified in accordance with their Work Package.

- Detailed Space Programming
- Conceptual Architectural Programming
- Conceptual Electrical Programming
- Conceptual Architectural Plans & Elevations for Design Review/Planning Approval
- Preliminary OPCC

- The report shall include a thorough discussion regarding the construction safety, the operational considerations during the construction, and outages. Report shall also include a discussion on what existing structures and facilities may be utilized by the new Microbiology building. Any electrical outage will need to be done after work hours.
- Predesign Report and Drawings (draft and final)

7.2 Deliverables Schedule

CONSULTANT will submit one electronic copy of each submittal in Portable Document Format (PDF) format and one copy in Microsoft Word format. If the electronic submittal or their part of requires, for the nature of the info or data contained, a different format, such format shall be approved by the AUTHORITY prior to submittal. In addition, a hard copy of such submittal shall be delivered with the electronic file. All documents, notes, drafts, and calculations, modeling created by the CONSULTANT for this Project shall become the property of the AUTHORITY and are to be retained by the CONSULTANT until placed in final form and entered into the AUTHORITY's Records Management System (RMS). The AUTHORITY will assign the applicable RMS Number to each document after receipt of the final documents.

7.3 Deliverables Quantities

Deliverable quantities are defined below (subject to change based on SNWA feedback):

Deliverable	Quantity
Draft Predesign Report	5 – Hard Copies, 1 – PDF Copy
Final Predesign Report	5 – Hard Copies, 1 – PDF Copy

C. WA3 - DESIGN

1. General

Based on the criteria and concepts provided in the Feasibility Study and Predesign Report, the ENGINEER shall proceed with the detailed design through the referenced work activities to produce construction documents. The following sections generally describe the requirements of each Work Activity. Within each Work Activity are multiple sub-activities, referred to in this agreement as “Tasks”. A detailed list of specific tasks and task descriptions is included in this scope of work as Attachment B.

2. Mobilization

This Work Activity consists of multiple sub-activities required to organize the project team, collect needed project information, develop administrative procedures, and begin design work.

2.1 Project Management Planning and Quality Assurance/Quality Control (QA/QC). See previous description of PMP and QA/QC services.

3. Detailed Design Work

Detailed design shall include, but is not limited to, the following:

- Conduct Design Kick-Off Meeting to present an overview of the scope and schedule for the design and discuss the key aspects and decision points in the project work plan as they relate to the scope and schedule.
- Identification of the technical requirements of the project and the completion of designs, drawings, specifications, and other supporting activities to the degree of detail that competent contractors would require to fulfill the project requirements.
- Drawings sufficiently detailed to minimize field engineering design and associated construction delays and clearly identifying the manufacturing and construction work requirements for the contractor.
- Development of the detailed site layout and the alignment arrangement, including provisions for the location of all appurtenances and facilities, permanent access routes, the movement of material, and construction access.
- Verification and finalization of existing or proposed utility/piping locations within or immediately adjacent to the project site and addressing possible conflicts with the proposed design layout.
- Confirmation of site restrictions and provision of a design that minimizes disruption to the operation of RMWTF and other contractors working at these sites.
- Preparation of technical specifications for all design elements to be constructed. The ENGINEER shall use the Standard Construction Document Guide included in the Engineering Design Standards (EDS) as the basis for the project specifications. The ENGINEER shall review the EDS Construction Document Guide for adequacy and propose any revisions or additions as deemed necessary by the ENGINEER to create a complete project specification. The ENGINEER shall prepare any additional specifications that are necessary for the project but are not included in the EDS Construction Specifications.
- Preparation of technical laboratory equipment specifications for fume hoods, benches, sinks, refrigerators, autoclave, incubators, laboratory dishwasher, centrifuge, water baths, shakers, and sterilizers. It is assumed the lab equipment specifications will not be overly involved as there are limited lab equipment manufacturers and SNWA Lab personnel would already have preferred manufacturers.
- Provision of design calculations for all design efforts.
- Submission of the plans to public entities, as required, for permitting, review and comment, and revisions to the plans based on the comments and submission of permit applications.
- Preparation of construction drawings in an electronic Revit format, and in accordance with the AUTHORITY's EDSs. Submittals will be converted to PDF file format for AUTHORITY's Bluebeam review, in addition to submittal of native Revit files.

3.1 Design Drawings. In preparing the design drawings, the ENGINEER shall comply with EDS Volume 1&2, and the following:

3.1.1 General Drawings

The ENGINEER shall provide General Drawings with a title sheet, location map, drawing index sheet, legend and abbreviations sheet and miscellaneous sheets. The AUTHORITY's standard legend and abbreviation sheet will be used.

3.1.2 Civil/Structural

The ENGINEER will confirm the civil/structural requirements and shall:

- Prepare civil drawings and details.

- Prepare structural drawings and details.
- Verify selected site layout and finalize physical geometry.
- Develop applicable on-site utilities and connections to utility services as necessary for appurtenances and structures. All underground utilities shall be shown in plan and profile view; elevation views and sections shall be included as appropriate.
- Provide detailed design for foundations and supporting steel for appurtenant equipment.
- Review the list of sensitive equipment and vibration requirements in the Microbiology Facility and construct a finite element model and carry out an analysis to predict the floor vibration performance of the 2nd floor. Based on the results of the analysis, provide general design guidelines and recommendations for vibration control including stiffening solutions if warranted.
- Incorporate provisions to protect the existing utilities in place during construction.
- Develop a plan for a construction staging area and site access.

3.1.3 Architectural

The ENGINEER will confirm the architectural requirements and shall:

- Develop architectural plans that blend in with nearby AUTHORITY facilities, including, but not limited to, choice of materials, hardware, finishes, and color schemes.
- Develop demolition plans with indications of limits, removal requirements, temporary storage, and interim provisions.
- Develop plans of floor levels with indications of materials, dimensions, and reference to related details.
- Conduct an air quality assessment to determine acceptable exhaust and intake designs such that toxic and/or odorous materials do not reenter the planning intakes or impact surrounding buildings.
- Develop elevations of exterior surfaces with indications of surface materials, critical dimensions, and references to related detail information.
- Develop building sections at locations specifically chosen to describe relationships of materials and surfaces within the building. Sections shall indicate construction materials, critical dimensions, and references to related detail information.
- Provide schedules of door and window openings. Schedules shall include information on door and window components, including dimensions, details, hardware, and finish.
- Provide schedules of finish surfaces within the building. Schedules shall include relevant information on finishes of each room, including floor, base, wainscot, walls, and ceilings.
- Provide plans of lighting layouts and other ceiling mounted equipment and devices.
- Provide roof plans showing accessory items and relevant detail references.
- Provide design for railings (handrail and guardrail), steps and ladders for personnel safety and access.

3.1.4 Landscape Architectural

The ENGINEER will confirm the landscape architectural requirements and shall:

- Develop landscape architectural plans that blend in with nearby AUTHORITY facilities, including, but not limited to, choice of plants, materials, irrigation, finishes, and color schemes.
- Develop demolition plans with indications of limits, removal requirements, temporary storage, and interim provisions.
- Develop planting plans with indications of materials, dimensions, and reference to related details.
- Develop irrigation plans with indications of materials, dimensions, and reference to related details.

3.1.5 Mechanical (includes process mechanical, chemical feed, HVAC, fire protection and plumbing)

The ENGINEER will confirm the mechanical requirements and shall:

- Refine the PDR layouts as necessary based upon the selection of the proposed mechanical equipment to meet the system's requirements. The ENGINEER shall consider various manufacturers and obtain data and information from manufacturers regarding their ability to meet the system's operating parameters for the envisaged length of service. Based on the information obtained, the ENGINEER will select the most appropriate configuration and equipment.
- Develop demolition plans with indications of limits, removal requirements, temporary storage, and interim provisions.
- Provide design, detailed drawings, and specifications for heating, ventilating, and air conditioning.
- Provide design, detailed drawings, and specifications for potable water system, chemical waste drainage systems, fire protection system, roof drainage systems and floor drainage systems.
- Provide design, detailed drawings, and specifications for ancillary systems, equipment, and devices for the Microbiology Laboratory.
- Provide design, detailed drawings, and specifications for the bulk Argon gas system.
- Provide design, detailed drawings, and specifications for the Utility Building Room U101 HVAC addition.
- Provide design, detailed drawings and specifications for compressor, vacuum and high purity water systems for the microbiology lab in lieu of connecting to existing system.
- Provide performance specification for fire sprinkler systems.

3.1.6 Electrical

The ENGINEER will confirm the electrical requirements (permanent and emergency) and shall:

- Prepare site plans that show the underground routing of the power supplies and make refinements as necessary.
- Develop demolition plans with indications of limits, removal requirements, temporary storage, and interim provisions.
- Design for redundant incoming power feeds connecting existing 13.8kV system to the microbiology lab.
- Provide performance specification for electrical systems analysis of the new electrical equipment which includes short circuit study and protective device coordination study. In addition, the specification will require an arc flash study of the existing electrical equipment for the existing Water Quality Laboratory and existing Utility Building.
- Engineer the electrical system to limit ARC flash potential to maintain a Category 2 PPE (8 cal/cm).
- Provide a connection point for a portable generator to feed critical loads.
- Design for necessary grounding requirements.
- Design for electrical support and ancillary equipment and power supplies.
- Design cable and conduits for on-site power, instrumentation, and control equipment.
- Design electrical equipment and appliances, including on-site power distribution.
- Design appropriate switchgear, motor starters, motor control centers, local control panels and appurtenances for the equipment.
- Design lighting and receptacles for interior and exterior requirements.
- Provide one-line diagrams, that will show cable and conduit sizes and system components in support of the AUTHORITY's design of the voice communications, public address system, local area network (LAN) systems. The ENGINEER will show locations of equipment on the plans based on input from the AUTHORITY. The ENGINEER will develop specifications where required based on component data sheet information and system requirements provided by the AUTHORITY.
- Design for status, control, and performance specified fire alarm systems; and transmission to the RTU/I/O.
- Provide one-line diagrams, that will show cable and conduit sizes and system components in support of the AUTHORITY's security system supplier. The ENGINEER will show locations of equipment on the plans based on input from the AUTHORITY. In addition, the ENGINEER will develop specifications where required based on component data sheet information and system requirements provided by the AUTHORITY.
- Coordinate power and control requirements with all discipline designers.
- Prepare site plans, power plans, lighting plans, panel and fixture schedules, schematic diagrams, and one-line diagrams.
- Provide design, detailed drawings, and specifications for the Utility Building Room U101 HVAC addition.
- For the detailed electrical design, prepare the following types of drawings to a level of detail and specificity consistent with the description below:
    - One-line diagrams showing cable tags, conductor sizes, and conduit size for each load; no conduit tags are assigned. When typical one-lines are

used for similar equipment, adjacent schedules will be provided indicating individual equipment tags and cable tags.

- Schematics showing basic logic and interlocks for motor control and are typical for similar equipment; no terminals are assigned. The shop drawing submittals for motor control centers and equipment control panels submitted by the Contractor in construction phase will include the contractor assigned terminal numbers to be used for final wiring terminations.
- Lighting and plan layouts do not show interior conduit routing; routing is the responsibility of the Contractor based on criteria included in the specifications and locations of the equipment shown on the plans.
- Lighting fixture schedules provide specifications for the fixtures used in the design as well as lamp sizes required. Duct bank schedules and sections show conduit sizes and the cable tags of all circuits carried in each duct, as well as physical arrangement of the ducts in each duct route.
- Site Plans provide routing of all underground duct banks required, as well as locations of electrical handholes, manholes, and any outdoor distribution equipment.
- All drawings will be prepared using the AUTHORITY's standard legend and abbreviations.
- The detailed electrical design does not include cable block diagrams, elementary diagrams, wiring diagrams, interior panel layouts, special system plans, and cable and conduit schedules.

3.1.7 Instrumentation and Controls

The ENGINEER will confirm the Instrumentation and Control requirements and shall:

For the detailed instrumentation and control design, perform the following work to a level of detail and specificity consistent with the description below:

- Prepare Process and Instrumentation Diagrams (P&ID) using the AUTHORITY's standard P&ID legend and abbreviations sheet.
- Provide P&ID drawings for the new compressor, vacuum and high purity water and special gas systems.
- Provide an instrument summary and I/O listing of all instruments for the systems included in the project using AUTHORITY's standard format.
- Provide instrument datasheets using ISA format.
- Provide instrument installation details.
- Provide Control Strategies for the various systems included in the project.
- Provide PLC control panel layout and internal wiring diagram.
- Provide the design of communication interfaces depicting connections from and to the PLC, RTU, OMI, RIO, etc.
- Coordinate design of security and fire alarm system with the electrical designers.
- Coordinate design of controls of pumps, valves, and any other mechanical/electrical equipment with the electrical designers.
- Provide I&C design of HVAC, and utilities equipment.
- Provide I&C design of bulk argon tank system.

- I/O signals for new building will connect to remote I/O enclosure for existing laboratory.

4. Permitting

The ENGINEER shall coordinate his work with the AUTHORITY and all appropriate regulatory agencies to ensure conformance with all applicable procedures and regulations. This work shall generally be conducted in accordance with Volume 1, Chapter 7 of the EDS, except as modified by the scope presented below.

The ENGINEER shall prepare all supporting documentation necessary to obtain all city, county, or state permits that must be obtained by the AUTHORITY prior to commencement of construction work. The AUTHORITY's Permit Coordinator will consult with the ENGINEER, who will prepare and provide applicable permit submittal packages such that the Permit Coordinator can apply for AUTHORITY obtained permits. It is assumed up to two (2) agency reviews per permit submittal is required.

The ENGINEER shall identify permit requirements for Contractor obtained permits and include these requirements in the contract specifications.

Permits anticipated for the project are:

- Bureau of Reclamation "Grant of Easement" modification supplemental submittal to document the additional of the new building to the campus.
- State of Nevada Division of Environmental Protection Bureau of Water Pollution Control – Storm water discharge permit for construction activity
- Clark County Department of Air Quality Management – Dust control permit and dust control mitigation plan
- City of Henderson Planning Department – Use permit and architectural review
- City of Henderson Building and Fire Safety – Building Permit
- City of Henderson Utilities Department – Industrial Waste Discharge Permit

The ENGINEER will support the Authority during preparation of the following items.

- State of Nevada Division of Environmental Protection – Laboratory Certification Program. Support Authority's application for certification as a Biological Safety Level 2 (BSL2) facility.

The ENGINEER will not be responsible for the following items.

- State of Nevada Department of Business and Industry Occupational Safety and Health Enforcement – Process Safety Management Standards
- State of Nevada Department of Conservation and Natural Resources Division of Environmental Protection – Chemical Accident Prevention Program
- Drainage Study (Technical Memo Only)
- Traffic Study (Technical Memo Only)
- Hazardous Material Management Plan
- Life Safety Report.

The AUTHORITY will pay the permit fees.

5. Environmental Compliance

5.1 Migratory Birds

Every effort shall be made to conduct construction activities outside of the March 15 to July 30 time frame to avoid the potential of destroying active bird nests and young birds that breed in the area. If a nest found during construction, contact the SNWA biologist at 702-567-4996 to inspect the nest a provide direction before continuing construction. The Contractor will be cautioned that active nests (nests with eggs or young) of migratory birds may not be harmed, nor may migratory birds be killed as stipulated by the Migratory Bird Treaty Act of 1918.

5.2 Desert Tortoise

Direct attention to Clark County Multiple Species Habitat Conservation Plan and the Endangered Species Act of 1973, which provide for protection of federally listed wildlife species. Ensure that no harm comes to desert tortoise(s) found on the work site. Do not intentionally kill, harm, or take for private use any desert tortoises.

All personnel shall attend desert tortoise education program prior to working on site. Coordinate training through owner's biologist. The owner conducted program will take approximately 30 minutes.

Do not intentionally kill, harm, or take for private use any desert tortoises. Comply with instructions provided in owner's desert tortoise education program and the stipulations of biological opinion issued by the United States fish and wildlife service, as summarized:

- Report immediately to owner's biologist if a live, injured, sick, or dead desert tortoise is found on construction site.
- Briefly halt construction in the location of desert tortoise to allow owner's biologist to remove desert tortoise. Desert tortoises shall only be moved by an authorized biologist and only for purpose of moving them out of harm's way.
- Before moving vehicles or equipment, inspect for presence of tortoises. If a tortoise is found, notify owner's biologist to remove tortoise.
- If a tortoise is noted in trenches or excavations, notify owner's biologist to remove tortoise. Provide escape ramps, constructed with a slope of 2 to1 or less, and place at least every 1/4 mile, in each open excavation outside of tortoise–proof areas.
- To prevent tortoise entry in areas not enclosed by tortoise-proof fencing, temporarily cap or block open sections of pipe at the end of each work day, and at any time where work will be stopped and pipes will be left unattended for more than an hour of time.
- If blasting is required, coordinate inspection of detonation sites with owner's biologist.
- No off-road driving or work without previous consultation or clearance from owner's biologist.

5.3 Hazardous Materials Use/Storage

The use of products or materials that contain hazardous materials will be in strict accordance with manufacturer recommendations and safe work practices. Proper storage of these materials will be the responsibility of the contractor, or subcontractors, using the hazardous materials. Consideration of compatibility, leak/spill containment and transport

of hazardous materials should be incorporated in all required safety documents. Every effort should be made to procure only those quantities that will be used on the project. Return or disposal of unused material will be the responsibility of the contractor.

5.4 Hazardous Waste Handling/Disposal

Hazardous and solid waste handling will be in accordance with all federal, state and local regulations. Disposal of hazardous waste generated as part of the construction process shall be the responsibility of the contractor, or subcontractors, generating the waste. All necessary training, notification, and documentation necessary for hazardous waste handling and disposal shall be obtained before work is started. A copy of these records (i.e., training certificates, generator registration and identification, manifest documents, hazardous disposal contract, etc.) will be maintained in job-site files and posted as required.

5.5 Pre-Staging Conditions

An evaluation of environmental conditions should be considered on any construction staging areas prior to commencement of staging activities. These evaluations do not necessarily need to conform to American Society for Testing and Materials standards of Phase 1 studies but should identify any pre-existing environmental conditions that might impact staging area placement criteria. ENGINEER will specify CONTRACTOR to perform an evaluation prior of the staging area prior to commencement of staging activities. This evaluation will also provide a baseline record of conditions for use in determining post-construction clean-up criteria.

5.6 Post-Construction Clean-up

Following all staging and construction activities, a site clean-up will be performed by the contractor or subcontractors. This activity will ensure all unused chemicals, hazardous materials and remaining stock is removed from the project. All hazardous and solid wastes will be accounted for, properly contained, removed and disposed of in accordance with applicable regulations. Records of disposal will be made available as requested.

5.7 Pre-Turnover Inspection

At substantial completion, an inspection of environmental conditions will be performed by District personnel. A list detailing the areas of concern needing to be addressed will be included in the project specification documents. A checklist, to be completed by the contractor, will also be provided. Any conditions not meeting the requirements outlined above or found to be unacceptable for legal or physical reasons, will be corrected by the contractor, or subcontractor, before facilities are accepted. Costs for removal/disposal of any remaining hazardous material and/or hazardous waste, or any site restoration measured required, are the responsibility of the contractor.

6. Construction Schedule

As part of the design process, the ENGINEER shall prepare a basic Gantt Chart construction schedule at the 60%, 100%, and Final levels of design.

The schedule shall:

- Estimate the duration and probable sequence of each major construction activity and the time needed to complete all construction contract requirements.

- Identify the need to pre-purchase long lead time equipment or to package the facility into multiple construction contracts.
- Establish contract schedule requirements for connections to existing facilities.
- Identify schedule constraints and milestones relating to external factors such as weather, other contractors' or designers' work, or the need to take beneficial occupancy.
- Provide a starting point to evaluate the construction contractor's initial schedule submittal.

The ENGINEER's construction schedule will not appear in the Contract Documents and will not direct the construction contractor's approach or means and methods of construction. The ENGINEER and the AUTHORITY will use the schedule to determine contract milestones dates and/or schedule constraints that should be included in the Contract Documents.

7. Construction Cost Estimates

7.1 General

As part of the design process, the ENGINEER shall develop construction cost estimates consistent with the progress of the design work. The ENGINEER shall immediately notify the AUTHORITY if the estimated construction cost of the design is likely to exceed the budgeted amount. To maintain confidentiality of budget values and cost estimates, dissemination of cost data shall be limited to the ENGINEER and the AUTHORITY's staff on a need-to-know basis.

The format, presentation and structure of the estimate shall be in accordance with the ENGINEER's standard practice as detailed in EDS Volume 1, Chapter 4, and AACE International Recommended Practice No. 18R-97, Cost Estimate Classification System – As Applied in Engineering, Procurement, and Construction for the Process Industries.

As part of each estimate submittal, the ENGINEER shall attach a statement of estimate qualifications and clarifications. The primary items to be included in this document are:

- Description of scope of work covered in the estimate.
- Specific and detailed explanations on the basis for the estimate.
- Assumptions used in the estimate.
- Items excluded from the estimate.
- Basis for additive allowances, such mobilization and contingencies.

As part of the ENGINEER's cost estimating process, construction cost estimates are to be prepared with an increasing level of specificity as more detailed design information becomes available.

The ENGINEER shall provide an explanation for any increases or decrease from the initial cost estimate budget and subsequent estimate submittals. The ENGINEER may be asked to meet with the AUTHORITY to present the current construction cost estimate for review and discussion in such cases.

7.2 60% Estimate

An estimate shall be completed based on preliminary and working plans and specifications equipment lists and construction schedule at the 60% design level. Estimate shall be AACE Class 3 with low range -10% to -20% and high range +10% to +30%.

7.3 100% Estimate

A detailed definitive estimate shall be completed for the construction work consistent with design completion at the 100% level. This estimate shall include a detailed take-off with minimal qualifications. Pricing shall reflect current local market conditions. The level of detail should be sufficient to define the construction bid documents and be consistent with the proposed construction milestones. The information from this estimate will become the basis for the bid items and quantities in the construction bidding documents and will be used to determine anticipated construction time requirements. Estimate shall be AACE Class 2 with low range -5% to -15% and high range +5% to +20%.

7.4 Final Estimate – (Final Bid Documents)

The ENGINEER's Final Construction Cost Estimate provides a basis for comparison and verification of bidder's costs and is to be submitted to the AUTHORITY two weeks prior to bid opening. This estimate will be an update of the 100% Estimate and will be based on updated material and labor price estimates as well as the changes to the work that have been reflected in the Bid Documents. In addition, the ENGINEER will provide the ENGINEER's Estimate on the Contract Bid Form at least five (5) calendar days prior to the Bid Opening Date. Estimate shall be Class 2 with low range -5% to -15% and high range +5% to +20%.

8. Design Review

The ENGINEER is responsible for the quality of his work and the overall acceptability of the design. All deliverables are subject to the ENGINEER's own prior internal quality review, and a design review by the AUTHORITY at the 60%, 100% and Final design stages, prior to printing the Final Bid Documents and also the AUTHORITY's own general review for compliance and adequacy. The review periods may take up to 30 days each to complete and the ENGINEER shall respond to all the reviewers' comments and questions as quickly as possible. Wherever possible, all design review comments should be resolved prior to the next design submittal date and neither the ENGINEER, the AUTHORITY nor the AUTHORITY's Program Management Consultant will unreasonably delay the resolution of any comments or questions. Notwithstanding any review comments provided by the AUTHORITY or the AUTHORITY's Program Management Consultant, the ENGINEER will remain fully and completely responsible for the accuracy and quality of the work produced under this Scope of Work. The ENGINEER shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

The ENGINEER agrees to provide design engineering services for conducting two briefing sessions to AUTHORITY's staff and to provide the meeting minutes thereof at the 60 percent and 100 percent. The engineer shall allow a minimum of 21 working days between the design submittal and the design briefing.

9. Deliverables

9.1 General

The ENGINEER shall provide the design deliverables to the AUTHORITY in accordance with this section. The deliverables are identified in accordance with their Work Package.

9.2 Deliverable

Deliverable quantities are defined below (subject to change based on SNWA feedback):

Deliverable	Quantity
QA/QC Plan	PDF format only
Project Management Plan	PDF format only
Deliverable	**Quantity**
60% Design	5 (drawings 24" x 36")
60% Schedule	5
60% Cost Estimate	5
60% Calculations	3
100% Design	5 (drawings 24" x 36")
100% Schedule	5
100% Cost Estimate	5
Final Design	5 (drawings 24" x 36")
Final Schedule	5
Final Cost Estimate	5
Bid Documents – Complete Set	10 (drawings @ 11" x 17")
Bid Documents – Orig. Drawing Set	1 @ 24"x 36"
Bid Documents – Drawing Set	1 @ 24” x 36”
Conformed Construction Document Set	1 (drawings 24" x 36" and specifications 8.5” x 11”)

9.3 Sixty Percent (60%) Design Deliverable

The 60% submittal will follow the guidelines included in EDS Volume 1 & 2, and shall consist of the following four (4) individual submittals:

Design Report- This report shall contain the items listed below:

- Design criteria
- Long lead item list
- Final permit matrix
- Environmental impact
- Any reports and initial calculations pertinent to the design
- Description of interfaces with other construction packages and existing facilities
- Identification of proposed deviations from the EDSs
- Outstanding issues.
- Engineering considerations and instructions for field personnel report per the EDSs.
- Operational considerations with respect to the project start-up and the plant.

Specifications - Specifications shall be a legible first draft level with all Divisions, including Supplemental Technical Specifications.

Design Data Handbooks - Data handbook(s) shall be first draft consisting of the Basis of Design and Calculations (including spreadsheets and computer model runs) and Vendor Data/Catalog cuts for major equipment. The following engineering calculations will be submitted with 60 percent, but not limited to:

- Preliminary Structural Calculations
- Preliminary Mechanical Equipment Calculations
- Preliminary Electrical Calculations
- Power Equipment Sizing
- Drainage Technical Memorandum

Drawings - The drawing package shall contain drawings at a design state that show the location of laboratory on the site, plan views, elevation, profiles, all general drawings and detail sheets for all active disciplines. Interfaces shall be clearly illustrated. All existing utilities and dimensions shall be identified, located and shown on the appropriate drawings. An example of drawing status is listed below:

General Drawings (G sheets):

- Title sheet essentially complete
- Index of drawings partially complete
- General notes essentially complete
- Location map essentially complete
- Abbreviations essentially complete
- Symbols essentially complete

Survey (SV sheets):

- Horizontal and vertical control data partially complete
- Horizontal control plan partially complete

Demolition (D sheets):

- Symbols, Legends, Notes essentially complete
- Overall, Structural, Mechanical, and Electrical demolition plans partially complete
- Demolition details partially complete

Civil (C and CD sheets):

- All facilities are shown and located
- Grading plans are partially complete, with grading plans and associated details developed sufficiently for drainage study memorandum preparation and City submittal
- Plan sheets are partially complete
- Utility plans partially complete
- Civil details partially complete

Landscape Architectural (LA sheets):

- Demolition plans are essentially complete
- Planting and irrigation plans are partially complete
- Details are partially complete

Architectural (A and AD sheets):

- Demolition plans are essentially complete
- Floor plans are essentially complete
- Roof plans are essentially complete
- Reflected ceiling plans partially complete
- Wall Sections partially complete
- Building elevations partially complete

Laboratory Furnishings (LF sheets):

- Laboratory Furnishing plans, sections and details are partially complete

Laboratory Plumbing (LP sheets):

- Laboratory Plumbing plans, sections and details are partially complete

Laboratory Electrical (LE sheets):

- Laboratory Electrical plans and details are partially complete

Structural (S and SD sheets):

- Foundation plans are partially complete
- Roof and Floor framing plans are partially complete
- Concrete structure/vault designs are partially complete
- Other plans and sections are partially complete

Plumbing (P and PD sheets):

- Plumbing and Fire Protection System layouts and plans partially complete
- Plumbing and fire protection riser schematics partially complete
- Bulk argon gas system partially complete

Mechanical (M and MD sheets):

- Equipment and piping plans are essentially complete
- Equipment and piping sections partially complete
- HVAC System layouts and plans partially complete
- HVAC equipment schedule partially complete

Electrical (E and ED sheets):

- Panel schedules are partially complete
- Major electrical equipment located on architectural floor plan
- Major duct bank routing on site plans is partially complete
- Power Plans are partially complete

- Lighting plans are partially complete
- Fixture Schedules are partially complete
- Power system one-line diagrams are partially complete

Instrumentation and Controls (I and ID sheets):

- P&IDs are partially complete
- Control Strategies essentially complete
- I/O List is complete
- Instrument Summary is complete
- Communication Interface diagram is complete

9.3.1 60% Cost Estimate and Construction Schedule

The ENGINEER will provide a budget level cost estimate (+30% to -15%) based upon the 60% level drawings, technical specifications and general requirements and conditions. In addition to the cost estimate, the ENGINEER will provide a Preliminary Construction Schedule. This schedule will be based on the 60% design deliverable. Estimate shall be AACE Class 3 with low range -10% to -20% and high range +10% to +30%.

9.4 One Hundred Percent (100%) Design Deliverable

The 100% submittal will follow the guidelines included in EDS Volume 1 and EDS Volume 2, and shall consist of the following four (4) submittals:

Design Report - The ENGINEER will provide revisions to the 60% Design Report that reviewers can easily follow the designer's reasoning. The intent is not to provide a complete, new report but to submit enough of the appropriate material. It will include a discussion of the development of the design since the 60% submittal and any outstanding issues.

Specifications - The ENGINEER will submit a final typed version of all Divisions, including General Conditions, Supplemental Conditions, and Technical Specifications. This will include a complete set of Division 0, including Invitation to Bidders, Instructions to Bidders, Bid Forms, General Conditions, and Supplementary Conditions, and Division 1. The submittal will incorporate comments from the review of the 60% deliverable.

Design Data Handbooks - The ENGINEER will provide revisions to the 60% Design Data Handbooks such that reviewers can easily follow the designer's reasoning. The intent is not to provide complete, new handbooks but to submit enough of the appropriate material such that the reviewers can easily follow the designer's full and complete lines of reasoning. It will include a discussion of the development of the design since the 60% submittal.

Drawings - The ENGINEER will submit a complete set of drawings, including all information necessary to complete a 100% design package, and all dispositioned comments from the 60% review. All inter-disciplinary and intra-disciplinary coordination shall be complete.

9.4.1 100% Cost Estimate and Construction Schedule

The ENGINEER will provide a definitive cost estimate (+15% to -5%) based upon the 100% level drawings, technical specifications and general requirements and

conditions. In addition to the cost estimate, the ENGINEER will provide an Updated Construction Schedule. The updated construction schedule is based on the preliminary schedule will be updated to reflect design developments at the 100% stage of completion. The schedule will reflect the modifications that resulted from the technical review of the 60% submittal. Estimate shall be AACE Class 2 with low range -5% to -15% and high range +5% to +20%.

9.5 Final Design Deliverable

The Final Design Deliverable will follow the guidelines included in EDS Volume 1 and EDS Volume 2, and shall consist of the following four (4) submittals:

Design Report - The ENGINEER will provide a complete and final Design Report. It will be a stand-alone document, not an amended 100% Design Report. It will include a discussion of the development of the design since the 100% submittal. If outstanding issues remain, they should be clearly stated.

Specifications - The ENGINEER will provide a final specification package that contains the changes agreed to by the AUTHORITY and the ENGINEER from the review of the 100% design deliverable.

Design Data Handbooks - The ENGINEER will provide a complete and final set of Design Data Handbooks. They will be new, complete stand-alone documents, not amended 100% Design Handbooks. They will include a discussion of the development of the design since the 100% submittal.

Drawings - The ENGINEER will provide a final drawing package that contains the changes agreed to during the 100% review.

9.5.1 Final Cost Estimate and Construction Schedule

The ENGINEER will provide, as a separate deliverable, a revised cost estimate (+5% to -5%) based upon bid ready (Final) drawings, technical specifications and general requirements and conditions. In addition to the cost estimate, the ENGINEER will provide the Final Construction Schedule which will be updated to incorporate the changes agreed to by the AUTHORITY and the ENGINEER and will reflect the projected bid and award dates. Estimate shall be Class 2 with low range -5% to -15% and high range +5% to +20%.

9.6 Final Bid Documents

Final Bid Documents will follow the guidelines included in EDS Volume 1 , 2, and 3 and shall be reviewed by the AUTHORITY's Director of Engineering and, upon approval of the documents, the ENGINEER will be authorized to print and sign the Bid Documents.

In addition to the above, the ENGINEER shall also submit an electronic version of the Final Bid Documents and all text submittals and reports in AUTOCAD, Revit, Microsoft Office and pdf. All inserts, attachments, appendices, etc. shall be scanned if necessary to ensure the documents are submitted entirely in electronic format. The electronic submittal shall be submitted either on CD diskettes with a copy CD and include an index to the files to allow the AUTHORITY to easily reconstruct the documents in their entirety, or as an upload to the AUTHORITY's enterprise project management platform (currently e-Builder).

9.7 Bid Phase Services

Perform Bid Phase Assistance as requested by the AUTHORITY.

Project Hand-Off Meeting -- Attend a project hand-off meeting organized and facilitated by the AUTHORITY, to review and transition the contract from the Design team to the Construction Department and provide an overview. This meeting will typically occur a few days after project advertisement.

Pre-bid Conference -- Attend a pre-bid conference with prospective bidders organized and facilitated by the AUTHORITY. The notice for the pre-bid conference will be included in the Contract Documents.

Responses to Bid Period Questions -- Prospective bidders will be required to formally submit questions to the AUTHORITY, who will then forward to the ENGINEER those questions requiring ENGINEER's response. The ENGINEER shall answer submitted questions in writing.

Addenda -- The ENGINEER will prepare up to two (2) draft addenda to the Contract Documents for issue during bidding period. The ENGINEER shall submit the draft addenda to the AUTHORITY for review and approval. Drawings, specifications, and other documents provided by the ENGINEER will be incorporated by the AUTHORITY into the prepared addenda and then issued to prospective bidders.

Bid Opening – ENGINEER will attend the bid opening meeting during which the AUTHORITY will review the bid abstract, review the contractor qualifications, and prepare the bid tabulation.

Conformed Construction Documents -- The ENGINEER will prepare Conformed Construction Documents (both plans and specifications) that incorporate draft addenda and modifications issued during the bidding period. The ENGINEER shall submit the Conformed Construction Documents to the AUTHORITY for review and approval. Final Conformed Documents deliverable shall consist of signed .pdf files of both the conformed plans and specifications, as well as a signed full-size set of the plans, and a complete hard copy signed set of the specifications. The AUTHORITY will distribute the Conformed Construction Documents to the selected contractor and construction staff.

Any other ENGINEER-furnished Bid Phase services will be requested and authorized by the AUTHORITY in writing utilizing unallocated funds.

D. WA4 – CONSTRUCTION SUPPORT

A time-and-materials (cost reimbursable), not-to-exceed budget is established to address Construction Support (engineering services during construction) services because of uncertainty about the quantity of work and associated cost. Potential activities included in Construction Support are as follows:

Pre-Construction Conference -- The ENGINEER agrees to participate in a pre-construction conference at a date, time, and place to be designated by the AUTHORITY.

Progress Meetings -- The ENGINEER will attend Construction Progress Meetings at a date, time, and place as designated or requested by AUTHORITY staff in writing on an as-needed basis. This will include two (2) attendees at up to 20 total construction progress meetings.

Submittal Reviews -- The ENGINEER agrees to review up to 230 Contractor submittals and resubmittals (manufacturer data, shop drawings, etc.) for technical content and compliance with the conformed contract documents and design intent. The ENGINEER shall submit the draft reviews to the AUTHORITY for review and acceptance. Comments provided by the ENGINEER may be discussed with the AUTHORITY, and upon acceptance will be incorporated by the AUTHORITY into the prepared submittal responses issued to the Contractor.

Requests for Information (RFIs) -- The ENGINEER agrees to review up to 60 Contractor requests for information for technical content and compliance with the conformed contract documents and design intent. The ENGINEER shall submit the draft reviews to the AUTHORITY for review and acceptance. Responses provided by the ENGINEER may be discussed with the AUTHORITY, and upon acceptance will be incorporated by the AUTHORITY into the prepared RFI responses issued to the Contractor.

Change Order Assistance -- The ENGINEER agrees to review up to 5 Contractor-provided documentation in support of requested change orders including exhibits, specifications, manufacturer data, schedules, cost estimates, and other documents provided by the Contractor in connection with any potential contract change orders. The AUTHORITY will prepare and respond to any submitted change orders.

Construction Observation -- The ENGINEER agrees to provide construction observation services for monthly and final inspections of the work progress, and furnish to the AUTHORITY a written recommendation regarding the acceptability of the in-progress or completed construction work. The ENGINEER will attend a final project walk-through and assist AUTHORITY staff with the preparation of a final completion punch-list.

Record Drawings -- The ENGINEER agrees to provide construction engineering services which entails receipt of redline drawings from the Contractor and subsequently revising the original electronic design drawings and clearly marking the electronic drawings "Record Drawings" to depict the work as constructed. The engineer further agrees to plot to .pdf file format and deliver these .pdf drawings along with the AutoCAD files to the AUTHORITY within 60 calendar days after receipt of the AUTHORITY-provided redlined construction drawings. Payment or partial payment for this task will not be made until all work is accepted in writing by the AUTHORITY.

E. WA5 – UNALLOCATED

This Work Activity is unallocated budget that is not available to the CONSULTANT to expend. A budget is provided to address potential additional tasks that were not included in the original Scope of Work because of uncertainty about the quantity of work or cost.

Upon written direction by the AUTHORITY, budgets may be transferred between this Activity and other Work Activities to account for additional work activities or adjustments to other Work Activities.

III. SCHEDULE

The time for performance by the ENGINEER shall be governed by the ENGINEER's Baseline Schedule when accepted by the AUTHORITY. The schedule will include up to a 15-day review period for the AUTHORITY to review each submittal. Responses to review comments shall be submitted no later than 15 calendar days after receipt of comments from the AUTHORITY and before the next deliverable.

IV. FEE SUMMARY

The fee for performance by the ENGINEER shall be governed by the ENGINEER's fee summary when accepted by the AUTHORITY. Design tasks will be billed on a per-task lump sum basis. Construction phase services will be billed on a cost reimbursable basis. The ENGINEER agrees to complete the services in accordance with the engineering fee summary presented below.

RATES AND FEES

Project Management	$214,229
Preliminary Design	$501,239
Detailed Design Level 1	$56,345
Detailed Design Level 2	$674,577
Detailed Design Level 3	$541,079
Detailed Design Level 4	$226,007
Detailed Design Final	$44,579
Bidding	$47,294
Construction Phase Services	$404,651
SUBTOTAL	**$2,710,000**
Contingency	$271,000
TOTAL	**$ 2,981,000**

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

May 21, 2026

Subject:
Construction Award

Petitioner:
Doa J. Ross, Deputy General Manager, Engineering and Operations

Recommendations:
That the Board of Directors approve and authorize the General Manager to award a contract for the construction of the Water Quality Laboratory Expansion at the River Mountains Water Treatment Facility to Sletten Construction of Nevada, Inc., for the amount of $24,464,363, authorize a change order contingency amount not to exceed $2,535,637, and authorize the General Manager to sign the construction agreement.

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

Background:
On November 19, 2020, the Board of Directors approved the amended Major Construction and Capital Plan, which includes the River Mountains Water Treatment Facility (RMWTF) Water Quality Laboratory Expansion (Project).

Commitment No. 011276 (3160S) includes the construction of a two-story building of approximately 12,500 square feet. Construction of this state-of-the-art microbiology research laboratory is located at RMWTF adjacent to the existing Research and Development lab. The Project will include the facilities and equipment necessary to conduct leading-edge microbiology research using microscopy and a combination of culture and molecular methods. Sealed bids were received and publicly opened on February 5, 2026.

A tabulation of bids received is listed below:

Sletten Construction of Nevada, Inc.	$24,464,363
SHF International LLC	$24,750,000
Builders United LLC	$27,477,000
Shaw-Lundquist Associates, Inc.	$28,678,841

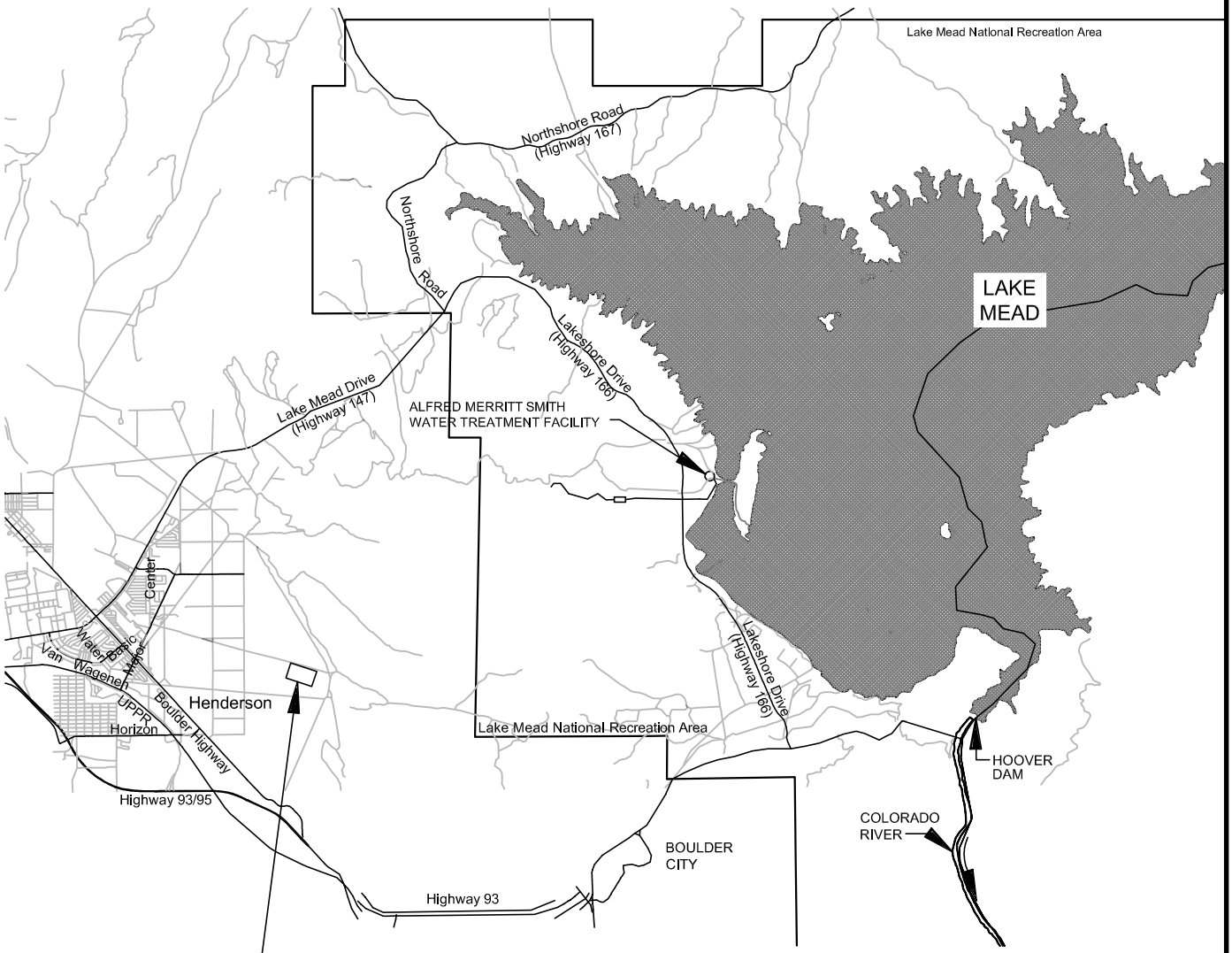
The Sletten Construction of Nevada, Inc. (Sletten), proposal is the best bid received as defined by NRS 338.1389. The attached Agreement provides for Sletten to accept and agree to all Contract terms. Sletten is a Nevada corporation located in Las Vegas, Nevada. The contingency amount of $2,535,637 will be managed pursuant to the Amended Resolution Establishing a Policy for Providing for Changes in the Construction of Water Authority Owned or Administered Projects, adopted and approved by the Board on May 30, 2024.

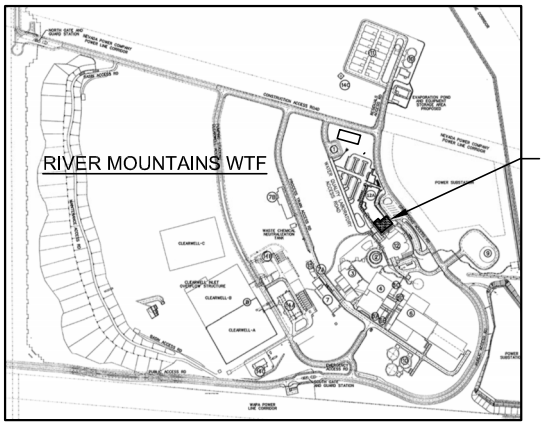
This Agreement is being entered into pursuant to NRS 338.1389 and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the agreement.

JJE:DJR:PJJ:JDT:ZDH;np
Attachments: Attachment A, Disclosure, Agreement

AGENDA ITEM # **6**

ATTACHMENT A





LOCATION PLAN

SOUTHERN NEVADA WATER AUTHORITY VICINITY MAP

NOT TO SCALE	DRAWN BY: T. ACEVEDO CHECK BY: Z. HILLS ENGINEER: J. TULL	RMWTF MICROBIOLOGY RESEARCH LABORATORY EXPANSION	PROJECT 3160S PAGE 1 OF 1

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

LVVWD/SNWA/SSEA
DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Privately Held Corporation
Business Designation Group:	
Number of Clark County Residents Employed:	68
Corporate/Business EntityName:	Sletten Construction of NV
Doing Business As:	
Street Address:	600 S Las Vegas blvd
City, State, and Zip Code	Las Vegas, Nevada 89101
Website:	
Contact Name:	Josh Guisti
Contact Email:	jguisti@sletteninc.com
Telephone No:	(702) 739-8770
Fax No:	

Nevada Local Business Information (if applicable)

Local Street Address:

Local Website:
Local Contact Name:
Local Contact Email:
Telephone No:
Fax No:

BUSINESS ENTITY OWNERSHIP LIST

All entities, with the exception of *publicly-traded corporations* and *non-profit organizations*, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board of Directors. (*If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties).*

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

Publicly-traded corporations and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

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

Employee Stock Ownership Plan (ESOP)

Listed Disclosures Below *(additional supplemental information may be attached, if necessary):*

Additional Supplemental Information to be Attached?	**No**
Number of Board members/Officers?	
Number of Owners?	**3**

Names, Titles and Percentage Owned:

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Erik Sletten	CEO	1
Dallin Wayment	Secretary / Treasurer	1
Dane Carter	Senior Vice President	1

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

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

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

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

A. Do any business/corporate entity members, partners, owners or principals have a spouse, registered domestic partner,child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)? **No**

B. Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity? **No**

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

Category A/B	Business Owner/Principal Name	LVVWD/SNWA/SSEA Employee/Official and Job Title	Business Owner/Official Relationship to LVVWD/SNWA/SSEA Employee/Official	LVVWD/SNWA/SSEA Employee's/Official's Department

Business Entity Authorized Signature:

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

Signer Name: Josh Guisti

Signer Title: Vice President

Signer Email: jguisti@sletteninc.com

Signed Date: 4/3/2026

E-signed Acknowledgement: Yes

LVVWD/SNWA/SSEA Review

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

Y ***No*** Disclosure or Relationship is noted above or the section is not applicable.

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

_– Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection processfor this item?

_– Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business inperformance of the contract?

Additional Comments or Notes:

By signing below, I confirm that I have reviewed this disclosure form and that it is complete and correct to the best of my knowledge.

	Pearson, Natalie	
Pearson, Natalie	Executive Assistant I	4/28/2026
Signature	Print Name/Title	Date

DOCUMENT 00 52 00

AGREEMENT

THIS AGREEMENT, made and entered into, by and between Southern Nevada Water Authority, hereinafter referred to as Owner, and SLETTEN CONSTRUCTION OF NEVADA, INC., hereinafter referred to as Contractor, with both Owner and Contractor collectively referred to as the Parties,

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

1. Owner has awarded to Contractor the Contract for:

   Title: WATER QUALITY LABORATORY EXPANSION

   Project No: 3160S

   Commitment No: 011276

   Public Works Project Identifying Number: CL-2025-009

2. Contractor agrees to perform and complete in a good and workmanlike manner Work as defined in the Contract Documents and to furnish materials and tools and labor necessary to properly perform and complete the Work ready for use in strict accordance with the Contract Documents and under the penalty expressed in the attached bonds, which are hereby declared and accepted as essential parts of this Agreement and to accept as full compensation therefor the Contract Price as defined in the Contract Documents.

3. The Contractor hereby certifies that the Contractor has read and understands every provision contained in the Contract Documents. Contractor shall be bound and shall comply with each and every term, condition, and covenant set forth in the Contract Documents.

4. Owner will pay and Contractor shall receive in full compensation the Contract Price, in the manner and upon the conditions set forth in the Contract Documents.

5. Contract Documents which comprise the entire agreement between the Owner and Contractor for the performance of Work consist of the following:
   a. Addenda
   b. Agreement
   c. Bidder Statement of Authority to Submit Bid Form and accompanying Documents
   d. Bid Form
   e. Bonds
   f. Drawings
   g. General Conditions
   h. General Requirements
   i. Instructions to Bidders
   j. Invitation to Bid and Legal Notice

k. Notice of Award
l. Notice(s) to Proceed
m. Permits
n. Supplementary Conditions
o. Technical Specifications

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

IN WITNESS WHEREOF:

SLETTEN CONSTRUCTION OF NEVADA, INC.

By: _____
Signatory Empowered to Bind Contractor

_____
Type or Print Name

_____
Official Title

SOUTHERN NEVADA WATER AUTHORITY

By: _____
John J. Entsminger General Manager (or Designee)

Approved as to Form:

_____
Attorney for Southern Nevada Water Authority

END OF DOCUMENT

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

May 21, 2026

Subject:
Agreement

Petitioner:
Doa J. Ross, Deputy General Manager, Engineering and Operations

Recommendations:
That the Board of Directors approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an agreement among Titanium Metals Corporation, the Las Vegas Valley Water District, and the Authority addressing the assignment of a portion of Titanium Metals Corporation's Colorado River water rights to the Authority and the framework for permanent water service to Titanium Metals Corporation within the Black Mountain Industrial Complex.

Fiscal Impact:
If the above recommendation is approved, the Authority would be obligated to refund a portion of Titanium Metals Corporation's previously paid Regional Connection Charge based on a true-up calculation.

Background:
Titanium Metals Corporation (TIMET) operates a titanium melting and processing facility within the Black Mountain Industrial Complex (BMI Complex), an island of unincorporated Clark County surrounded by the City of Henderson (City) within the Las Vegas Valley Water District service territory. Since the 1950s, Colorado River water has been delivered to the BMI Complex industries, most recently through a 1969 contract among the Bureau of Reclamation, the Colorado River Commission of Nevada, Basic Water Company (Basic), and the producing companies at the BMI Complex (1969 Water Rights Agreement). On or about July 1, 2022, declining Lake Mead levels rendered Basic's intake inoperable, and Basic terminated raw water deliveries to the BMI Complex.

On June 23, 2022, the Las Vegas Valley Water District (District) and the City entered into an interlocal agreement authorizing the City to temporarily supply potable water to Basic for redelivery to the BMI Complex industries while a long-term solution was developed. In September 2022, Basic and its affiliate filed for Chapter 11 bankruptcy protection. On October 20, 2023, the bankruptcy court approved a plan under which Basic's assets, including the Basic water infrastructure and Basic's interest in the 1969 Water Rights Agreement, were sold to Precision Castparts Corp., TIMET's parent company. That sale closed in November 2023.

If approved, the attached Agreement Relating to Colorado River Contract Rights Owned by Titanium Metals Corporation (Agreement) includes the terms and conditions for the assignment of 900 acre-feet of TIMET 1969 Water Rights to the Authority, which will cover TIMET's expected operations and reasonable expansion within TIMET-owned parcels in the BMI Complex (TIMET Service Area), plus an additional 10 acre-feet held by the Authority for the benefit of any future third-party purchaser of portions of the TIMET Service Area. The Authority will grant

TIMET an irrevocable license to divert and use the assigned water rights within the TIMET Service Area, subject to metering, accounting, and notice requirements. The Agreement also provides for the Authority to refund a portion of TIMET's previously paid Regional Connection Charge following the three-year audit of actual annual usage.

In addition, this Agreement, brought before the District's Board of Directors on May 18, 2026, establishes the framework for the District to allow the City to provide permanent water service to TIMET. The District will also enter into a permanent interlocal agreement with the City authorizing the City to provide retail water service to TIMET within the TIMET Service Area (Permanent ILA), which will be brought to the District's Board for separate approval.

The Agreement will become effective only upon (1) approval by both the Authority's and the District's Boards, (2) execution by all parties, (3) documentation of SNWA ownership of the assigned water rights by the Bureau of Reclamation, and (4) District Board approval and execution of the Permanent ILA between the District and the City, which will be brought before the District Board at a later date. The Authority approval shall require an affirmative vote of two-thirds of the Directors in office.

This Agreement is being entered into pursuant to Sections 5(c) and 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the agreement.

JJE:DJR:GJW:BG:td
Attachments: Disclosure, Agreement, Exhibit A

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

LVVWD/SNWA/SSEA
DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Privately Held Corporation
Business Designation Group:	
Number of Clark County Residents Employed:	207
Corporate/Business EntityName:	Titanium Metals Corporation
Doing Business As:	
Street Address:	5885 Meadows Road, Ste. 620
City, State, and Zip Code	Lake Oswego, Oregon 97035
Website:	
Contact Name:	Chad P. Seber
Contact Email:	cseber@precastcorp.com
Telephone No:	(503) 946-4800 x4731
Fax No:	(503) 946-4817

Nevada Local Business Information (if applicable)

Local Street Address:	181 N. Water Street 89015
Local Website:	
Local Contact Name:	Ken Ferriabough
Local Contact Email:	Kenneth.Ferriabough@timet.com
Telephone No:	(702) 564-2544
Fax No:	(702) 565-2689

BUSINESS ENTITY OWNERSHIP LIST

All entities, with the exception of *publicly-traded corporations* and *non-profit organizations*, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board of Directors. (*If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties).*

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

Publicly-traded corporations and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

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

Subsidiary Company Titanium Metals Corporation, is a wholly-owned subsidiary of Precision Castparts Corp. ("PCC"). PCC is a wholly-owned subsidiary of Berkshire Hathaway Inc ("Berkshire"). Berkshire is a publicly traded company.

See attached document listing Titanium Metals Corporation current Officers and Directors.

Listed Disclosures Below *(additional supplemental information may be attached, if necessary):*

Additional Supplemental Information to be Attached?	**Yes**
Number of Board members/Officers?	
Number of Owners?	**1**

Names, Titles and Percentage Owned:

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

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

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

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

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

A.	Do any business/corporate entity members, partners, owners or principals have a spouse, registered domestic partner,child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)?	**No**
B.	Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity?	**No**

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

Category A/B	Business Owner/Principal Name	LVVWD/SNWA/SSEA Employee/Official and Job Title	Business Owner/Official Relationship to LVVWD/SNWA/SSEA Employee/Official	LVVWD/SNWA/SSEA Employee's/Official's Department

Business Entity Authorized Signature:

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

Signer Name:	Chad P. Seber
Signer Title:	Senior Litigation Counsel
Signer Email:	cseber@precastcorp.com
Signed Date:	4/29/2026
E-signed Acknowledgement:	Yes

LVVWD/SNWA/SSEA Review

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

N ***No*** Disclosure or Relationship is noted above or the section is not applicable.

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

– Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection processfor this item?

– Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business inperformance of the contract?

Additional Comments or Notes:

By signing below, I confirm that I have reviewed this disclosure form and that it is complete and correct to the best of my knowledge.

	Gunson, Brent	
Gunson, Brent	Senior Attorney	4/29/2026
Signature	Print Name/Title	Date

Titanium Metals Corporation

Addresses listed below are Business addresses.

Directors:	**Address**
Jeff Kijak, Chairman	244 Worcester Street, North Grafton, MA 01536
Shawn R. Hagel	5885 Meadows Road, Ste. 620, Lake Oswego, OR 97035
Ruth A. Beyer	5885 Meadows Road, Ste. 620, Lake Oswego, OR 97035
Officers:	
Jeff Kijak Chief Executive Officer	244 Worcester Street, North Grafton, MA 01536
Steve Wright President	4832 Richmond Road, Suite 100, Warrensville Heights, OH 44128
Shawn R. Hagel Executive Vice President, CFO and Assistant Secretary	5885 Meadows Road, Ste. 620, Lake Oswego, OR 97035
Ruth A. Beyer Senior Vice President, General Counsel and Secretary	5885 Meadows Road, Ste. 620, Lake Oswego, OR 97035
Anna M. Armagno Senior Vice President, Chief Accounting Officer and Asst. Secretary	5885 Meadows Road, Ste. 620, Lake Oswego, OR 97035
Jason A. Dalton Vice President, Deputy General Counsel & Asst. Secretary	5885 Meadows Road, Ste. 620, Lake Oswego, OR 97035
Jim Puetz Vice President – Taxes and Asst. Secretary	5885 Meadows Road, Ste. 620, Lake Oswego, OR 97035
Stephen Tachouet Vice President and Treasurer	5885 Meadows Road, Ste. 620, Lake Oswego, OR 97035
Tom McDonnell Senior Vice President – Finance	301 Highland Avenue, Jenkintown, PA 19046
Matt Domenico Senior Vice President – Human Resources	244 Worcester Street, North Grafton, MA 01536

AGREEMENT RELATING TO COLORADO RIVER CONTRACT RIGHTS OWNED BY TITANIUM METALS CORPORATION

This Agreement Relating to Colorado River Contract Rights Owned by Titanium Metals Corporation ("Agreement"), is made and entered into as of the Effective Date (as such term is defined below) by Titanium Metals Corporation, a Delaware corporation, (successor-in-interest to Titanium Metals Corporation of America) ("TIMET"), the Las Vegas Valley Water District, a political subdivision of the State of Nevada ("LVVWD"), and the Southern Nevada Water Authority, a political subdivision of the State of Nevada ("SNWA"), and together with TIMET and LVVWD, the "Parties").

RECITALS

A. LVVWD is statutorily authorized to distribute potable water within a service area that includes the City of Las Vegas, Nevada and portions of unincorporated Clark County, Nevada.

B. SNWA is engaged in the acquisition, treatment, and wholesale distribution of water to water utilities in Clark County, Nevada, including, without limitation, LVVWD and the City of Henderson, Nevada ("City").

C. TIMET operates a titanium metal melting and processing facility within the Black Mountain Industrial Complex ("BMI Complex").

D. City, a municipal corporation in Clark County, operates a public water system serving properties within its incorporated city boundaries as well as certain properties in unincorporated Clark County.

E. The BMI Complex is an island of unincorporated Clark County, Nevada, completely enclosed within the contiguous boundary of City. As of the Effective Date, the industrial entities located within the BMI Complex (the "Producing Companies") are (1) TIMET, (2) EMD Acquisition LLC, a Nevada limited liability company, d/b/a Borman Specialty Materials (successor-in-interest to American Potash & Chemical Corporation), (3) Lhoist North America of Arizona Inc., an Arizona corporation, (successor-in-interest to The Flintkote Company), and (4) Pioneer Americas LLC, a Delaware limited liability company, d/b/a Olin Chlor Alkali Products (successor-in-interest to Stauffer Chemical Company).

F. Since the 1950s and until approximately July 1, 2022, Basic Water Company ("BWC") along with Basic Water Company SPE 1, LLC ("SPE") and their predecessors (collectively "Basic"), were engaged in the delivery of Colorado River water under the United States Department of Interior and Bureau of Reclamation Contract No. 14-06-300-2083, dated September 18, 1969, as amended ("1969 Water Rights Agreement"). BWC, The Producing Companies (or their predecessors in interest), the Colorado River Commission of Nevada ("CRC"), and the United States Bureau of Reclamation ("BOR") are all signatories to the 1969 Water Rights Agreement.

G. The 1969 Water Rights Agreement authorized Basic to divert Colorado River water through Basic's intake facility at Saddle Island on Lake Mead, which was then conveyed through approximately 16.6 miles of pipelines and associated water infrastructure ("Basic Water Infrastructure") and redelivered to the Producing Companies, including TIMET.

H. In June 2022, in response to decreasing water levels at Lake Mead and Basic's failure to modify the Basic Water Infrastructure prior to that time to enable its continued operation, LVVWD and City executed an Interlocal Agreement (LVVWD Agreement No. 010231.0, dated June 23, 2022, "2022 ILA") authorizing City to temporarily supply potable water to Basic, with Basic then distributing this water to the BMI Complex service area for the Producing Companies, while Basic, the Producing Companies, SNWA, LVVWD, and City evaluated long-term solutions.

I. Concurrent with the signing of the 2022 ILA, City and Basic executed the 2022 Water Service Contract (City contract number #26526, dated June 13, 2022, and subsequently amended on December 5, 2022) ("Water Service Agreement"). The Water Service Agreement authorized Basic to receive temporary potable water service from City. Basic would then redeliver the water to the Producing Companies, Nevada Environmental Response Trust ("NERT"), and Saguaro Power Company, A Limited Partnership whose assets were thereafter acquired by Nightpeak Energy and branded Saguaro Power ("Saguaro"), for use in the BMI Complex service area. Water supplied under the Water Service Agreement is used for the Producing Companies' industrial needs, Saguaro's industrial operations, NERT's remediation activities, and to meet fire protection and sprinkler system needs.

J. On or about July 1, 2022, the surface elevation of Lake Mead fell below the operational level of Basic's intake. The Basic Water Infrastructure failed, and Basic terminated delivery of raw water to the Producing Companies. Subsequently, after the Producing Companies paid SNWA's standard connection fees, City began providing temporary potable water service to Basic under the 2022 Water Service Agreement for redelivery to the Producing Companies.

K. On September 10, 2022, BWC and SPE, citing lost revenue from raw water sales impacting their ability to meet debt obligations, each filed for Chapter 11 bankruptcy protection in the United States Bankruptcy Court for the District of Nevada (Case Nos. BK-22-13252-MKN and BK-22-13253-MKN, respectively). These cases were later administratively consolidated by the court. Both companies sought to sell their assets, including the Basic Water Infrastructure, through their Chapter 11 plan.

L. Basic's confirmed Chapter 11 plan calls for Basic to sell all its assets, including but not limited to the Basic Water Infrastructure, real property, right-of-way grants, easements, and assignment of certain state of Nevada and federal contracts (including the 1969 Water Rights Agreement), to Precision Castparts Corp. ("Precision"), the parent company of TIMET, or Precision's assignee, Henderson Water Company, LLC ("HWC"). The bankruptcy court entered an order approving that plan on October 20, 2023, and the sale to Precision occurred in November 2023.

M. Subject to the terms of this Agreement and in accordance with the terms of a Permanent ILA (as defined in Section 1, below), LVVWD is willing to authorize City to provide water to TIMET, either directly or through HWC's Water Delivery System, to be used within the TIMET Service Area (as defined in Section 1, below).

NOW, THEREFORE, in exchange for the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1 DEFINITIONS

The following initially capitalized terms are in addition to the terms defined elsewhere in this Agreement and shall have the meanings specified below unless the context otherwise requires:

1.1 "1969 Water Rights" means Colorado River water contract rights granted to the Producing Companies by BOR pursuant to Section 5 of the Boulder Canyon Project Act through the 1969 Water Rights Agreement.

1.2 "Assigned Water Rights" means Assigned Water Rights Type 1 and Assigned Water Rights Type 2.

1.3 "Assigned Water Rights Type 1" means 900 acre-feet of TIMET's 1969 Water Rights that TIMET will convey to SNWA pursuant to this Agreement, which is the amount of TIMET's expected annual water use within the TIMET Service Area plus an amount of annual water use TIMET reasonably believes sufficient for potential expansion of its existing or future operations within the TIMET Service Area, including those of TIMET's subsidiaries, joint ventures, partnerships or tenants within the TIMET Service Area.

1.4 "Assigned Water Rights Type 2" means 10 acre-feet of TIMET's 1969 Water Rights that TIMET will convey to SNWA to hold for the benefit of TIMET pursuant to this Agreement, which is the amount of annual water use that TIMET reasonably believes sufficient for any real property that is located within the TIMET Service Area and that, after the Effective Date, the fee title to which is conveyed by TIMET to a third party.

1.5 "Effective Date" shall have the meaning ascribed to such term in Section 6.1, below.

1.6 "NRS" means Nevada Revised Statutes, as amended.

1.7 "Permanent ILA" means an interlocal agreement between LVVWD and City authorizing City to deliver water to TIMET within the TIMET Service Area for industrial and domestic purposes within LVVWD's service territory.

1.8 "Retained Water Rights" means (1) the balance of TIMET's 1969 Water Rights retained by TIMET after assignment of the Assigned Water Rights to SNWA, and (2) any Assigned Water Rights that are reconveyed from SNWA back to TIMET as provided herein.

1.9 "SNWA Boundary" shall include the contiguous boundary of Clark County, Nevada and any other county in Nevada in which SNWA owns water rights.

1.10 "TIMET Service Area" means the parcel(s) within the BMI Complex owned by TIMET as set forth in Exhibit A.

1.11 "Transfer" or "Transferred" means TIMET's disposition of any portion of the Retained Water Rights by any means including, without limitation, sale, lease, license, gift, foreclosure, or pledge, to any person, and also means any use of Retained Water Rights by TIMET or TIMET's subsidiaries, joint ventures, affiliates, partnerships or tenants.

2 OBLIGATIONS OF TIMET

2.1 Assignment. Prior to the effective date of a Permanent ILA, and as a condition precedent therefore, TIMET shall assign the Assigned Water Rights to SNWA through an instrument the substance and form of which is acceptable to SNWA, CRC, and BOR, SNWA shall accept such assignment, and CRC and BOR shall approve and document the assignment.

2.2 Cooperation on Access Rights. TIMET shall cooperate in good faith with SNWA and other necessary government agencies to provide such agencies with access rights as reasonably necessary for the continuing provision of water services and deliveries.

2.3 Restrictions on the Use and Transfer of Retained Water Rights. Any Transfer shall be performed in compliance with then-existing laws, regulations, orders, determinations or the like applicable to TIMET's 1969 Water Rights. And use of any water rights Transferred within the SNWA Boundary or the service territories of its member agencies, is subject to all generally applicable SNWA or member-agency conservation-based Colorado River use restrictions (such as, for example, restrictions on use of Colorado River water for evaporative cooling, turfgrass, decorative fountains, and large swimming pools) existing as of the time of the Transfer and applicable within the place of use upon Transfer. To memorialize and give effect to the restrictions set forth herein, and as a condition precedent to the Permanent ILA and obtaining permanent water service from City, (i) TIMET agrees to bind any transferee of the Retained Water Rights to the restrictions contained herein, and (ii) the Parties shall file a memorandum or copy of this Agreement containing the foregoing restrictions with the CRC and the BOR to be maintained in files pertinent to the Retained Water Rights such that any transferee or user, or prospective transferee or user, of all or any portion of the Retained Water Rights will have constructive notice of the foregoing restrictions. Notwithstanding anything to the contrary herein, the Parties agree that any such restrictions will not apply to the use by TIMET or TIMET's subsidiaries, joint venturers, affiliates, partnerships, or tenants of any Assigned Water Rights within the TIMET Service Area, including any Assigned Water Rights that revert to TIMET pursuant to Section 3.3, nor to Retained Water Rights used to increase the capacity of existing or historical operations within the TIMET Service Area. Provided TIMET complies with the restrictions on the Transfer described herein, SNWA and LVVWD shall not object to any such Transfer.

3 OBLIGATIONS OF SNWA AND LVVWD

3.1 Permanent ILA and Nature of Relationship between Parties. In exchange for TIMET's performance of obligations under this Agreement, SNWA and LVVWD shall make water available to TIMET by SNWA providing wholesale water service to City in accordance with this agreement, and further, LVVWD shall enter into the Permanent ILA with City for City's retail redelivery to TIMET. The Permanent ILA will provide that City has authority to serve TIMET and TIMET's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the TIMET Service Area water as a customer(s) of City in an area of unincorporated Clark County, Nevada, that would otherwise be served by LVVWD. LVVWD agrees that if City ever ceases to provide retail water service to TIMET for any reason, LVVWD will cooperate with TIMET and work to provide such retail water service within the TIMET Service Area directly to TIMET and TIMET's subsidiaries, joint, ventures, partnerships, tenants, transferees and assignees. Subject to the foregoing, TIMET acknowledges and agrees that (a) neither SNWA nor LVVWD will have any contractual or utility/customer relationship with TIMET for delivery of water to TIMET or TIMET's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the TIMET Service Area, (b) SNWA shall under no circumstances be responsible for delivering water to TIMET or TIMET's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the TIMET Service Area, and (c) neither SNWA nor LVVWD shall be liable to TIMET for any damages or losses incurred by TIMET or others occasioned by any failure of City to provide water to TIMET in a quantity or of a quality necessary for TIMET's operations or those of TIMET's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the TIMET Service Area.

3.2 License for TIMET and/or HWC Diversion and Use of Assigned Water Rights. SNWA hereby grants an irrevocable license to TIMET and HWC, as applicable, to divert from Lake Mead any portion of the Assigned Water Rights as may be authorized by BOR and to convey and use of any portion of the Assigned Water Rights for TIMET's own operations in the TIMET Service Area or those of TIMET's subsidiaries, joint ventures, partnerships or tenants within the TIMET Service Area; provided, however, that as conditions precedent for the exercise of any license rights hereunder, (i) TIMET, HWC and BOR must be able to accurately account for TIMET's and HWC's diversions and return flows, if any, through reliable metering or gauging devices, and TIMET and HWC, as applicable, must provide monthly reports of the foregoing to LVVWD and the City, (ii) TIMET shall provide not less than thirty (30) days written notice to SNWA, LVVWD, and City before undertaking any such diversions; (iii) TIMET and HWC shall comply with all federal, state and local laws and regulations regarding the diversion, use and conveyance of the Assigned Water Rights, including water quality, treatment, and cross-connection of City's municipal supply and that provided by TIMET or HWC; (iv) the amount of Assigned Water Rights to be delivered by the City or LVVWD in connection with retail water service will automatically be reduced by the amount of the diversion; and (v) TIMET shall indemnify, defend (with counsel reasonably acceptable to LVVWD, SNWA and City), and hold harmless LVVWD, SNWA and City, and their respective agents, employees, representatives, contractors, officers, and board members (collectively and individually, the "Indemnitees") from and against any and all loss, damage, cause of action, claim, liability, cost, and expense (including without limitation reasonable attorneys' fees, expert witness fees and costs of litigation or

arbitration) suffered or incurred by or asserted against Indemnitees arising from or relating to TIMET's or HWC's exercise of license rights hereunder.

3.3 TIMET's Reversionary Interest. Should SNWA fail to provide wholesale water service to City despite the State of Nevada having access to not less than 270,000 acre feet of its basic apportionment of Colorado River water in a given year, and should SNWA's failure to provide wholesale water service to City result in City being unable to deliver some portion of the Assigned Water Rights to TIMET or to TIMET's subsidiaries, joint ventures, partnerships, or tenants, transferees or assignees, then upon TIMET's written notice of default, and provided SNWA does not restore such service within thirty (30) days of TIMET's written notice of default, TIMET may require that SNWA reconvey to TIMET, through an instrument the substance and form of which is acceptable to TIMET, CRC, and BOR, the portion of the Assigned Water Rights impacted by the failure of wholesale water service to City for retail delivery to TIMET, or to TIMET's subsidiaries, joint ventures, partnerships, or tenants, transferees or assignees. The amount of Assigned Water Rights to be delivered by the City or LVVWD in connection with retail water service will automatically be reduced accordingly.

4 MUTUAL OBLIGATIONS OF THE PARTIES

4.1 Sale of TIMET Service Area; Notice of Assigned Water Rights Type 2, and Additional Assigned Water Rights Type 2. In the event TIMET conveys its fee ownership interest in all or any portion of the TIMET Service Area to a third party that will require water service from the City, TIMET shall provide notice to City and LVVWD of the volume of water that may be used such third party, which volume shall then be committed from the Assigned Water Rights Type 2 held by SNWA for the benefit of TIMET. LVVWD shall enter into a permanent ILA authorizing City to serve any third parties receiving a commitment of Assigned Water Rights Type 2 as provided in this Agreement. In the event there are insufficient uncommitted Assigned Water Rights Type 2 to satisfy a given third-party's use, TIMET agrees to convey to SNWA, and SNWA shall accept, Retained Water Rights in an amount sufficient to satisfy such third-party's use. The form and substance of such conveyance(s) shall be in a form agreed upon by the Parties and approved by CRC and BOR. The Parties acknowledge and agree that TIMET shall have the right to negotiate and receive for itself the value of any commitment of Assigned Water Rights Type 2 with third parties and contract for their use of the same.

4.2 Sale of Retained Water Rights. If TIMET considers a sale of any portion of the Retained Water Rights, TIMET agrees to promptly notify and consult with SNWA regarding such sale.

4.3 Regional Connection Fee Refund; Future Regional Connection Fees. The Parties acknowledge and agree that TIMET has undertaken certain measures to reduce its demand for water both prior to and after TIMET paid SNWA's Regional Connection Charge ("RCC") that was assessed under the Water Service Agreement and necessary for TIMET (through the Basic Water Infrastructure) to connect temporarily to City's water system. The Parties further agree that TIMET will be refunded that portion of the RCC attributable to the volume of water TIMET will ultimately not be using as a result of its permanently reduced demand for its operations at the TIMET Service Area, as those operations exist as of the Effective Date, and that TIMET will not

be required to pay an additional RCC to convert the temporary water service to permanent water service. To calculate the RCC for an existing unmetered user within a master metered system, it is first necessary to calculate the meter size or sizes required to serve such user. At the time of the RCC calculation for Basic Water, it was clear that certain Producing Companies, including TIMET, were implementing changes that would reduce their water demand significantly and would effectively result in smaller or fewer required meters. Due to the urgency of the Producing Companies' water needs, the RCC was calculated based on historical data and it was agreed that a true-up calculation would be performed based upon post-improvement water demand when there was sufficient water use data. SNWA has now performed the true-up calculation, which reflects that TIMET has substantially reduced its water demands and will refund to TIMET the portion of the deposited RCC represented by the reduction in use within thirty (30) days of the Effective Date. Notwithstanding the foregoing, TIMET acknowledges that TIMET and/or TIMET's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the TIMET Service Area, as applicable, will be required to pay any SNWA, City, and LVVWD connection fees and other charges, as applicable, in connection with any new service(s) or increased water use(s) above those for which RCC's within the TIMET Service Area have already been paid.

4.4 WET Program Award. If expenses are not funded through any other third-party funding program, TIMET may submit information in support of a potential award from SNWA's WET program for expenses related to reducing water use. SNWA will evaluate such requests in accordance with applicable program rules.

4.5 Agreement to Work Expeditiously to Acquire Required Consents and Agreements from Third Parties. The Parties acknowledge and agree that, to fulfill the terms of this Agreement and to memorialize the obligations herein, including, without limitation, the obligations found in Sections 2.1 and 2.3, the Parties, as appropriate, shall execute any associated assignments. The Parties further acknowledge that executing any associated assignments will require the consent and cooperation of multiple third parties, including, without limitation, CRC and BOR. The Parties may also be required to execute additional agreements or obtain other approvals from third parties. The Parties covenant to work expeditiously and in good faith to obtain agreements and consents with appropriate third parties.

4.6 Notice of Expansion of Operations. TIMET shall provide SNWA, LVVWD and City written notice not less than 90 days prior to undertaking any expansion of operations or new uses in the TIMET Service Area that will foreseeably lead to an increase in TIMET's water use (or that of TIMET's subsidiaries, joint ventures, partnerships or tenants operating within the TIMET Service Area) to the extent such expansion of operations or new uses exceed those for which an RCC has been paid. In addition to payment of SNWA, City, and LVVWD connection fees and other charges, as applicable, relating to such new or expanded service(s) or water use(s) by TIMET and/or TIMET's subsidiaries, joint ventures, partnerships or tenants within the TIMET Service Area), TIMET shall, to the extent the Assigned Water Right Type I or II are insufficient to cover the new or expended uses, assign to SNWA Retained Water Rights in an amount sufficient to satisfy the new or expanded uses.

4.7 Costs and Damages Generally. The Parties agree that neither LVVWD nor SNWA shall have any obligation whatsoever to pay for TIMET to (a) construct improvements that enable

TIMET to connect to the water facilities of City or HWC, or (b) operate, maintain, add to, survey, construct, reconstruct, modify, maintain, remove, repair and/or replace its own water delivery system, the water delivery system of HWC, or the water delivery system of City, to obtain or retain access to water service. If City determines that it will not provide water service to TIMET, or if City decides to cease such service after water service has commenced, neither LVVWD nor SNWA shall be responsible or liable for any costs or damages associated with TIMET's ability or that of TIMET's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the TIMET Service Area to obtain continued access to water service.

4.8 Agreement with City. Contemporaneously with the execution of this Agreement, TIMET agrees to enter into an agreement with City related to City's provision of water to TIMET, either directly or through HWC's Water Delivery System, for use within the TIMET Service Area.

5 INDEMNITY

5.1 TIMET Indemnity. TIMET shall indemnify, defend (with counsel reasonably acceptable to LVVWD and SNWA), and hold harmless LVVWD and SNWA and their agents, employees, representatives, contractors, officers, and board members (collectively and individually, the "Indemnitees") from and against any and all loss, damage, cause of action, claim, liability, cost, and expense (including without limitation reasonable attorneys' fees, expert witness fees and costs of litigation or arbitration) suffered or incurred by or asserted against Indemnitees arising from or relating to actions or inaction of City in providing City's water service to TIMET, a TIMET subsidiary, joint venture, partnership or tenant, or the use or distribution of such water by TIMET or a TIMET subsidiary, joint venture, partnership or tenant ("TIMET's Indemnity"). TIMET's Indemnity shall survive the expiration or earlier termination of this Agreement.

6 MISCELLANEOUS

6.1 Agreement Effectiveness, Term, and Termination. This Agreement shall become effective, and shall remain in effect until terminated by written agreement of the Parties, on the date the last of the following occurs (the "Effective Date"): (a) Board approval of this Agreement by both SNWA and LVVWD; (b) execution of this Agreement by the undersigned; and (c) Board approval and execution of the Permanent ILA by both LVVWD and City. Satisfaction of the foregoing conditions precedent (a) through (c), above, is required on or before December 31, 2026, to give effect to this Agreement, and the Parties shall have no rights or obligations whatsoever under this Agreement in the event the conditions precedent are not fully satisfied on or prior to December 31, 2026. Any Party may either send a notice to the other Parties that confirms the Effective Date or provide written confirmation that the conditions precedent were not satisfied (timely or otherwise) and therefore the Agreement never took effect and therefore the Parties have no rights or obligations whatsoever under this Agreement.

6.2 No Third-Party Beneficiaries. Except as expressly set forth herein (such as where City is indemnified), this Agreement is intended only to benefit the Parties and their successors-in-interest, shall not be deemed to be for the benefit of any other entity or person other than a Party or that Party's successor-in-interest and does not create any rights, benefits or causes of action for any other person, entity, governmental agency, or member of the general public, including, without limitation, one of the other Producing Companies, City, CRC or BOR.

6.3 Independent Contractors. No Party is, nor will any Party be deemed to be, for any purpose, the agent, representative, contractor, subcontractor, or employee of the other by reason of this Agreement. Furthermore, the Parties do not intend to, and nothing contained in this Agreement shall, create any partnership, joint venture, agency, or other similar arrangement between the Parties.

6.4 Assignment. TIMET shall not assign, transfer, convey or otherwise dispose of this Agreement or its right, title, or interest in or to the same, or any part thereof, without prior written consent of LVVWD and SNWA, which either LVVWD or SNWA may withhold in its sole discretion, provided such consent is not unreasonably withheld, conditioned, or delayed. Any attempted assignment in violation hereof shall be void and not merely voidable. No assignment is effective until after the assignee agrees in writing to assume all obligations and liabilities of the assignor under this Agreement and the other Parties consent in writing to such assignment. The terms, provisions, covenants, and conditions of this Agreement shall apply to, bind, and inure to the benefit of the Parties hereto, their successors and any permitted assigns.

6.5 Governing Law; Venue. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the substantive and procedural laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions. All actions shall be initiated in a state or federal court located in Clark County, Nevada. Each Party agrees that it shall not initiate an action against any other Party in any other jurisdiction in connection with this Agreement. Each Party irrevocably agrees to submit and consents to the exclusive jurisdiction of the courts located in Clark County, Nevada over any dispute or matter arising under or in connection with this Agreement. The terms of this Section 6.5 shall survive termination of this Agreement.

6.6 No Waiver. No waiver by either Party of any right or obligation hereunder shall be effective unless in writing, provided by the Party's authorized representative, and delivered by the Party to be charged in accordance with Section 6.10 (Notices). The waiver of any right under this Agreement as to a particular transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence.

6.7 Amendment. This Agreement may be modified or amended only by a written instrument signed by the Parties with the same formality as this Agreement.

6.8 Other Agreements. Nothing contained herein shall be construed as affecting the Parties' respective duties to perform their respective obligations under other agreements, which obligations are and shall remain independent of the rights and obligations of the Parties under this Agreement.

6.9 Counterparts. The Parties may execute this Agreement in electronic form by DocuSign and/or in one or more counterparts, each of which when so signed and delivered shall be deemed an original, and all of which, when taken together, shall constitute one and the same Agreement. A facsimile, email or other electronic copy of a signature has the same legal effect as an originally drawn signature.

6.10 Notices. Each notice, invoice and other communication required under this Agreement must (a) be in writing, (b) be delivered personally, sent by certified mail (postage prepaid, return receipt requested), sent by electronic mail, or sent by a nationally recognized courier and (c) be addressed to a Party as set forth below:

If to LVVWD or SNWA:

Attention: Deputy General Manager, Engineering and Operations
1001 S. Valley View Boulevard
Las Vegas, NV 89153
Email: doa.ross@lvvwd.com

With a copy to:

Attention: General Counsel
1001 S. Valley View Boulevard
Las Vegas, NV 89153
Email: Greg.walch@lvvwd.com

If To TIMET:
Titanium Metals Corporation
Attn: General Manager
181 N. Water St
Henderson, NV 89015

With a copy to:

Attention: PCC Legal, General Counsel's Office
Precision Castparts Corp.
5885 Meadows Road, Suite 620,
Lake Oswego, OR 97035
Email: cseber@precastcorp.com

Each notice, invoice and other communication required under this Agreement shall be deemed to have been delivered (i) when delivered if delivered personally; (ii) on the date officially recorded as delivered (or delivery refused) according to the record of delivery if mailed by certified mail; (iii) upon transmittal to the email addresses set forth above; or (iv) on the date officially recorded as delivered (or delivery refused) according to the record of delivery if delivered by courier. Each Party may change its contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above. The terms of this Section 6.10 shall survive termination of this Agreement.

6.11 Headings; Cross References; Usage of Words. The section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All references in this Agreement to Sections and Subsections are to Sections and Subsections in this Agreement,

unless otherwise specified. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural and the masculine gender includes the feminine gender. Unless otherwise expressly stated, words not defined herein shall be given their common and ordinary meaning.

6.12 Interpretation. Each Party to this Agreement acknowledges that it has carefully reviewed this Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.

6.13 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the Parties. Any invalid or unenforceable provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if it did not contain the specifically invalid or unenforceable provision. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

6.14 Authority. Each Party represents that it has taken all actions necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The individual(s) executing this Agreement on behalf of a Party state and acknowledge that she/he/they are authorized and empowered to do so on behalf of that Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

SNWA:
Southern Nevada Water Authority,
a political subdivision of the State of Nevada

By: _____
John J. Entsminger
General Manager

APPROVED AS TO FORM:

Brent Gunson
Gregory J. Walch
General Counsel

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

By: _____
John J. Entsminger
General Manager

APPROVED AS TO FORM:

Brent Gunson
Gregory J. Walch
General Counsel

TIMET:
Titanium Metals Corporation,
A Delaware Corporation

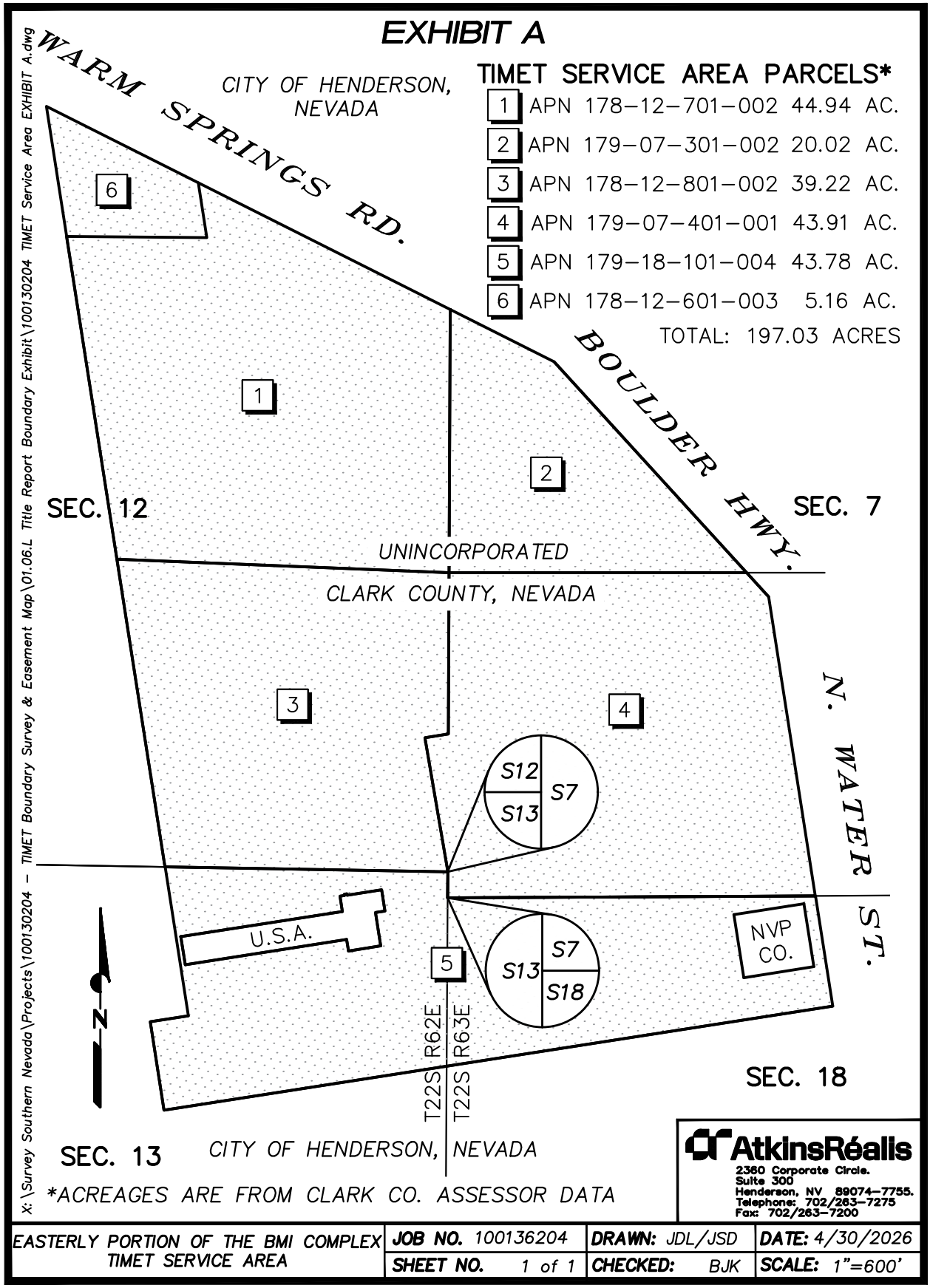
By: _____
Steve Wright
President

Exhibit A

TIMET Service Area

[Attached]

EXHIBIT A



TIMET SERVICE AREA PARCELS*

1	APN 178-12-701-002	44.94 AC.
2	APN 179-07-301-002	20.02 AC.
3	APN 178-12-801-002	39.22 AC.
4	APN 179-07-401-001	43.91 AC.
5	APN 179-18-101-004	43.78 AC.
6	APN 178-12-601-003	5.16 AC.

TOTAL: 197.03 ACRES

*ACREAGES ARE FROM CLARK CO. ASSESSOR DATA

AtkinsRéalis
2360 Corporate Circle.
Suite 300
Henderson, NV 89074-7755.
Telephone: 702/263-7275
Fax: 702/263-7200

EASTERLY PORTION OF THE BMI COMPLEX TIMET SERVICE AREA	**JOB NO.** 100136204	**DRAWN:** JDL/JSD	**DATE:** 4/30/2026
	SHEET NO. 1 of 1	**CHECKED:** BJK	**SCALE:** 1"=600'

X:\Survey Southern Nevada\Projects\100130204 - TIMET Boundary Survey & Easement Map\01.06.L Title Report Boundary Exhibit\100130204 TIMET Service Area EXHIBIT A.dwg

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

May 21, 2026

Subject:
Memorandum of Understanding

Petitioner:
Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:
That the Board of Directors authorize the General Manager to sign, in substantially similar form as attached hereto, a memorandum of understanding among the San Diego County Water Authority, the Bureau of Reclamation on behalf of the United States Department of the Interior, the Metropolitan Water District of Southern California, the Arizona Department of Water Resources, the Central Arizona Water Conservation District, the Salt River Project Agricultural Improvement and Power District, and the Authority to explore the transfer and exchange of Colorado River water resources.

Fiscal Impact:
None by approval of the above recommendation.

Background:
The Authority has a long-standing history of working with other Colorado River water users to address ongoing drought conditions in the Colorado River Basin (Basin) and augment water supplies. These partnerships include water banking agreements in California and Arizona, supporting development of the Pure Water project in Southern California, and basin-wide system conservation investments. With uncertainty moving forward, maintaining partnerships to address a shared drought-stricken resource remains vital to address Southern Nevada's future.

The San Diego County Water Authority (SDCWA) has excess resources (including desalinated water), and it no longer requires those resources to meet local demands. Its Board of Directors approved an agreement in February 2026 to explore an interstate water transfer and exchange pilot program that could result in SDCWA exchanging unused water supplies to other users in the Basin.

If approved, this Memorandum of Understanding (MOU) authorizes the Authority to work with SDCWA and other Basin partners to explore interstate water transfers and exchanges of Colorado River water as a preliminary step to study potential transaction frameworks. The MOU does not require the Authority to pursue an exchange. The final conditions for any future exchange would be brought to the Authority's Board of Directors to consider financial, resource and transactional terms for approval.

This MOU is being entered into pursuant to NRS 277.180and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the MOU.

JJE:CNP:ZLM:nh
Attachment: Draft Memorandum of Understanding

AGENDA ITEM # **8**

MEMORANDUM OF UNDERSTANDING BETWEEN THE BUREAU OF RECLAMATION ON BEHALF OF THE UNITED STATES DEPARTMENT OF THE INTERIOR, SAN DIEGO COUNTY WATER AUTHORITY, METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, SOUTHERN NEVADA WATER AUTHORITY, ARIZONA DEPARTMENT OF WATER RESOURCES, CENTRAL ARIZONA WATER CONSERVATION DISTRICT, AND SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT FOR THE PURPOSE OF EXPLORING INTERSTATE WATER TRANSACTIONS/EXCHANGES

1. Preface:

   a. This Memorandum of Understanding ("MOU") is effective as of _____ _____, 2026, by and between the Bureau of Reclamation on behalf of the United States Department of the Interior ("Reclamation"), the San Diego County Water Authority ("Water Authority"), the Metropolitan Water District of Southern California (Metropolitan), the Southern Nevada Water Authority (SNWA), the Arizona Department of Water Resources on behalf of the State of Arizona (ADWR), Central Arizona Water Conservation District (CAWCD), and Salt River Project Agricultural Improvement and Power District (SRP) to explore interstate water transactions/exchanges (exchanges). Such exchanges may involve the following supplies: desalinated seawater from the Claude "Bud" Lewis Desalination Plant in Carlsbad, California and recycled wastewater. Reclamation, the Water Authority, Metropolitan, SNWA, ADWR, CAWCD, and SRP may be referred to herein individually as a "Party" and collectively as the "Parties".

   b. The United States Department of Interior protects and manages the Nation's natural resources and cultural heritage; provides scientific and other information about those resources; and honors its trust responsibilities or special commitments to American Indians, Alaska Natives, Native Hawaiians, and affiliated Island Communities. The mission of Reclamation is to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American public.

   c. The Water Authority, a county water authority of the state of California, is a wholesale water supplier that delivers safe, reliable water to sustain a $262 billion regional economy and the quality of life for 3.3 million residents in the San Diego region. The Water Authority, through its investments in water resiliency over the last 30 years, has developed an innovative portfolio of water resources that provides drought-proof supplies. One of those investments is the nation's largest seawater desalination plant, the Claude "Bud" Lewis Carlsbad Desalination Plant. Residents across San Diego County have reduced per capita water use by more than 50% since 1990, creating an opportunity for a limited surplus of desalinated

seawater supplies to be made available to support other regions facing water scarcity.

d. Metropolitan is a metropolitan water district incorporated under the Metropolitan Water District Act, Stats. 1969, ch. 209, as amended, codified at Section 109.1 et seq. of the Appendix to the California Water Code, engaged in developing, transporting, storing, and distributing water for the benefit of its service area in the counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura, within the state of California.

e. SNWA is a Nevada joint powers agency and political subdivision of the state of Nevada, created by agreement dated July 25, 1991, as amended November 17, 1994, and January 1, 1996, pursuant to Nevada Revised Statutes Chapter 277. SNWA member agencies serve approximately 2.4 million Southern Nevada residents and 40,000,000 visitors annually. As the wholesale water provider, SNWA is responsible for water treatment and delivery, as well as acquiring and managing long-term water resources for Southern Nevada.

f. ADWR is an agency of the state of Arizona responsible for managing and regulating water resources in Arizona, including serving as the Governor's representative for purposes of consultation with the Secretary of Interior and cooperation with other states and agencies regarding Arizona's interests in the Colorado River pursuant to A.R.S. Sections 45-103, 45-105, and 45-107.

g. CAWCD is a multi-county water conservation district organized under A.R.S. Section 48-3701 et seq. and is the operating agency for the 336-mile Central Arizona Project system that supplies Colorado River water to Arizona's most populated regions.

h. SRP is an agricultural improvement district organized and existing under the laws of the state of Arizona. SRP is a community-based, not-for-profit organization providing reliable, affordable and sustainable water and energy to more than 2 million people in Central Arizona.

i. The Colorado River Basin began experiencing meaningfully drier hydrologic conditions more than twenty years ago, leading to substantially diminished inflows into the system.

j. To meet the challenges of drought in the Colorado River Basin, the Secretary adopted and, with the support and agreement of the Basin states, implemented the 2007 Colorado River Interim Guidelines for Lower Basin Shortages and the Coordinated Operations for Lake Powell and Lake Mead, as supplemented ("2007 Interim Guidelines") to, among other things, provide additional mechanisms for the storage and delivery of water supplies in and from Lake Mead to increase the flexibility of meeting water use needs from Lake Mead, particularly under drought and low reservoir conditions.

k. The Parties expect that Reclamation will be adopting new guidelines to manage the Colorado River system and believe those guidelines must include operational flexibility to enable water users and managers to respond effectively to evolving conditions while enhancing the Basin's long-term resilience.

l. Interstate exchanges, including those using new sources of water such as ocean desalination and recycled wastewater, could increase water supply reliability and increase water management tools to help meet the Basin's challenges.

2. Purpose of this MOU is to document the shared interest of the Parties to:

a. Work together in a collaborative process to assist the Parties in exploring the potential for exchanges between entities in the states of Arizona, California, and Nevada.

b. Explore the legal and policy framework under which such exchanges could be implemented.

c. Identify the shared responsibilities, if any, between the Parties to work with entities with an interest in such exchanges.

d. Work toward creating a shared understanding of how pilot exchanges could provide the framework for future exchanges as an ongoing flexible water management tool that helps meet the Basin's future water supply challenges.

e. Explore and identify the potential need for federal funds to facilitate interstate exchanges.

f. Avoid or mitigate adverse impacts, if any, caused by exchanges.

3. Authority for this MOU:

a. This MOU is entered into by Reclamation pursuant to the Reclamation Act of 1902 (Ch. 1093, 32 Stat 388; 43 U.S.C. Section 391 et seq.) and the acts amendatory thereof or supplementary thereto, including, but not limited to, the Act of August 26, 1937 (50 Stat. 844), as amended, and as reauthorized by the Act of October 17, 1940 (54 Stat. 1198), and as reauthorized by the Act of September 26, 1950 (64 Stat. 1036).

4. Agreement:

a. The Parties agree to work together collaboratively to advance the purposes identified in this MOU, listed in Section 2.

b. The Parties will comply with applicable law regarding implementation of this MOU.

c. This MOU does not impact any obligations or agreements between or among any of the Parties, including any existing water transfer agreements within California.

d. This MOU does not commit the Parties to the implementation of any actions as a result of entering into this MOU.

5. Effect of MOU:

a. This MOU provides only for discussion and exploration of the potential of interstate exchanges. This MOU is not intended to and shall not be asserted or interpreted to affect the validity of any existing water rights held by any Party; or to amend, modify, or otherwise alter any existing water service, repayment, exchange, transfer, settlement, purchase, or other contract of any nature; all of which shall remain in full force and effect.

b. Nothing in this MOU will be interpreted as limiting, superseding, or otherwise affecting or requiring any modification of any Party's normal operations or decisions in carrying out its statutory, operational, contractual, or regulatory duties. This MOU does not limit or restrict the Parties from participating in any activity or arrangement with other entities.

c. Nothing in this MOU diminishes or abrogates the authority of the Secretary of the Interior under applicable Federal law, regulations, or the Consolidated Decree of the Supreme Court of the United States in the case of *Arizona* v. *California, et al.,* entered March 27, 2006, (547 U.S. 150 (2006)), or as it may be further modified.

d. Nothing in this MOU is intended to conflict with current law, regulation, or policy. If a term of this MOU is inconsistent with any such authority, regulation or policy, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

e. It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

6. Relationship of Parties:

a. Execution of this MOU does not create a new legal entity with a separate existence from the individual Parties. This MOU does not create an "advisory committee" as that term is defined in the Federal Advisory Committee Act, as amended (Pub. L. 92-463). This MOU also does not result in the joint exercise of powers as set forth in California Government Code Section 6500 et seq or Arizona Revised Statutes Section 11-952 or Nevada Revised Statutes Chapter

277. This MOU neither expands nor is in derogation of those powers and authorities vested in the Parties, or any of them, by applicable laws, statutes, regulations, or Executive Orders, nor does it modify or supersede any other applicable interagency agreements existing as of the date of this MOU.

b. Nothing in this MOU may be interpreted to imply that any Party endorses any of the products, services, or policies of any other Party.

7. General Provisions:

a. Non-binding Nature. This MOU is legally nonbinding and in no event shall any signatory of this MOU assert or claim that it imposes a binding duty to act on any other Party. It is limited to determining the potential of interstate exchanges and the actions required to implement such exchanges. It in no way: (i) impairs any Party from continuing its own planning or project implementation; (ii) limits a Party from exercising its regulatory or discretionary authority in any matter; (iii) infers that a Party's governing body or management will act in any particular manner on a project or other component of this MOU; (iv) gives any of the Parties any authority over matters within the jurisdiction of any other Party; or (v) requires any Party to take any action that exceeds its legal authority or otherwise take any action without compliance with all applicable laws, policies and regulations, including environmental reviews.

b. No New Legal Rights. Nothing in this MOU creates any legal rights, obligations, benefits, or trust responsibilities, substantive or procedural, enforceable at law or in equity, by a Party against any other Party, a Party's officers, employees, or agents, or any other person.

c. Withdrawal. At any time, any Party may withdraw from this MOU with 30-day written notice to the other Parties.

d. Authorities Not Altered. Nothing in this MOU shall be construed to alter, limit, expand or affect in any way the statutory or regulatory authority or legal responsibilities of any Party. Nothing in this MOU binds any Party to perform any action beyond their respective authorities. The mission requirements, funding, personnel, and other priorities of the Parties may affect their ability to undertake actions to achieve the goals identified in this MOU.

e. No Benefit to Signatories. No member of or delegate to Congress, resident commissioner, or official of the signatories shall benefit from this MOU other than as a water user or landowner in the same manner as other water users or landowners.

f. Transparency Laws. Any information furnished between the Parties under this MOU may be subject to the Freedom of Information Act, 5 U.S.C. Section 552, et seq. (FOIA) and applicable state public records laws.

g. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

h. Notice. Any notice, demand, or request shall be deemed properly served, given, or made if delivered in person; emailed; sent by registered or certified mail, postage prepaid; or sent by overnight delivery to the addresses below, charges prepaid or charged to the sender's account, to the persons below:

San Diego County Water Authority
Attn: General Manager
4677 Overland Avenue
San Diego, CA 92123
Email: ddenham@sdcwa.org

United States
Bureau of Reclamation
Acting Regional Director
Interior Region 8: Lower Colorado Basin
500 Date Street, BLDG 900
Boulder City, NV 89006
Email: gjohnson@usbr.gov

with copy to:

Aron King
Bureau of Reclamation
Southern California Area Office Manager
27226 Via Industria, Suite A
Temecula, CA 92590
Email: acking@usbr.gov

Metropolitan Water District of Southern California
Attn: General Manager
700 North Alameda Street
Los Angeles, CA 90012-2944
Email: sdeshmukh@mwdh2o.com

with copy to:

Michael Hughes
Senior Deputy General Counsel
The Metropolitan Water District of Southern California

700 North Alameda Street
Los Angeles, CA 90012-2944

Email: mhughes@mwdh2o.com

Southern Nevada Water Authority
Attn: General Manager
P.O. Box 99956
Las Vegas, NV 89193-9956
Email: john.entsminger@snwa.com

with copy to:

Office of the General Counsel
1001 South Valley View Boulevard
Las Vegas, NV 89153
Email: Generalcounsel@lvvwd.com

Arizona Department of Water Resources
Attn: Director
1802 W. Jackson Street, Box #79
Phoenix, AZ 85007
Email: tbuschatzke@azwater.gov

with copy to:

Ayesha Vohra
Deputy Chief Counsel
1802 W. Jackson Street, Box #79
Phoenix, AZ 85007
Email: avohra@azwater.gov

Central Arizona Water Conservation District
Attn: General Manager
P.O. Box 43020
Phoenix, AZ 85080-3020
Email: bburman@cap-az.com

Salt River Project Agricultural Improvement and Power District
Attn: Associate General Manager, Water
1500 N. Mill Ave.
Tempe, AZ 85288
Email: leslie.meyers@srpnet.com

A party may update its contact information in this Section without need to amend this MOU by providing notice to the Parties consistent with this Section.

8. Authorized Representatives. The signatories to this MOU represent that they have been appropriately authorized to enter into this MOU on behalf of the Party for which they sign and that no further action or approvals are necessary before execution of this MOU.

SIGNATURE PAGE FOLLOWS

_____
Scott J. Cameron
Acting Commissioner, Bureau of Reclamation

_____
Dan Denham
General Manager, San Diego County Water Authority

_____
Shivaji Deshmukh
General Manager, Metropolitan Water District of Southern California

_____
John J. Entsminger
General Manager, Southern Nevada Water Authority

_____
Tom Buschatzke
Director, Arizona Department of Water Resources

_____
Brenda Burman
General Manager, Central Arizona Water Conservation District

_____

Leslie Meyers
Assoc. General Manager, Water, Salt River Project Agricultural Improvement and Power District

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

May 21, 2026

Subject:
2026 Revenue Refunding Bond Resolution

Petitioner:
Paul Johnson, Chief Financial Officer

Recommendations:
That the Board of Directors adopt a resolution authorizing the Authority to issue Water Revenue Refunding Bonds, Series 2026, in the maximum principal amount of $177,140,000 to Clark County to refinance certain outstanding Authority bonds held by the Clark County Municipal Bond Bank.

Fiscal Impact:
Debt service to Clark County will be paid from Authority revenues generated through customer rates and charges. Any refunding under this authorization will lower debt service costs.

Background:
In 2016, the Clark County Bond Bank (Bond Bank) purchased the Southern Nevada Water Authority, Water Revenue Refunding Bonds, series 2016A and 2016B (2016 Bonds). The Authority now seeks to refund these bonds for savings.

On January 6, 2026, the Las Vegas Valley Water District Board of Directors adopted a consent resolution in support of refunding the 2016 Bonds. On January 15, 2026, the Authority adopted a request resolution asking the Clark County Board of County Commissioners (BCC) to refund the 2016 Bonds. On February 3, 2026, the BCC adopted a resolution making a finding that no ad valorem tax is anticipated for this refunding and adopted a Clark County Debt Management Commission (DMC) notice resolution. On February 5, 2026, the DMC made a finding that no increase in ad valorem tax is anticipated with respect to refunding the 2016 Bonds.

Under NRS 244A.013 to 244A.065 (the Bond Bank Act), municipal securities may be sold to the Bond Bank by private sale. Following private negotiation pursuant to the Bond Bank Act, the Authority will sell its Water Revenue Refunding Bonds, Series 2026 (2026 Bonds) to the Bond Bank to refund the 2016 Bonds. This 2026 Revenue Refunding Bond Resolution (Bond Resolution) authorizes issuance of the 2026 Bonds, which may be evidenced by a single bond, sets the terms and covenants for payment, pledges revenues from the Southern Nevada Water System, ratifies prior actions, and addresses related matters.

The Authority's Debt Management Policy, updated on June 30, 2025, requires refundings to achieve at least 3 percent net present value savings. As of May 8, 2026, this refunding is projected to generate net present value savings of $8,400,000 (4.77 percent). Formal approval of this agenda item requires a majority vote of the Authority's Board with the affirmative vote of each Southern Nevada Water System Purveyor Member director.

This Resolution is authorized under the Bond Bank Act, NRS 277.0745, and Section 6(1) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this resolution.

JJE:PJ:RS:kn
Attachment: 2026 Revenue Refunding Bond Resolution

AGENDA ITEM # **9**

Summary - a resolution authorizing the issuance by the Southern Nevada Water Authority of its Water Revenue Refunding Bonds, Series 2026, and providing other matters relating thereto.

RESOLUTION

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTHERN NEVADA WATER AUTHORITY DESIGNATED BY THE SHORT TITLE "2026 REVENUE REFUNDING BOND RESOLUTION"; PROVIDING FOR THE ISSUANCE OF ITS WATER REVENUE REFUNDING BONDS, SERIES 2026; PROVIDING THAT THE BONDS MAY BE EVIDENCED BY A SINGLE BOND; FIXING THE TERMS AND CONDITIONS THEREOF AND COVENANTS RELATING TO THE PAYMENT OF SAID BONDS; SECURING THEIR PAYMENT BY A PLEDGE OF REVENUES DERIVED FROM THE SOUTHERN NEVADA WATER SYSTEM; RATIFYING ACTION PREVIOUSLY TAKEN TOWARD THE ISSUANCE OF SAID BONDS AND EFFECTING THE PURPOSE OF THEIR ISSUANCE; PROVIDING OTHER MATTERS RELATING THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

WHEREAS, the Southern Nevada Water Authority (the "Authority" or the "SNWA"), was duly organized and is operating in accordance with the provisions of an interlocal agreement dated July 25, 1991, as amended (the "SNWA Cooperative Agreement"), entered into pursuant to the provisions of Nevada Revised Statutes ("NRS") 277.080 to 277.180, inclusive; and

WHEREAS, pursuant to Section 6(l) of the SNWA Cooperative Agreement, NRS 277.0745, NRS 350.500 through 350.720, and all laws amendatory thereof, designated in NRS 350.500 thereof as the Local Government Securities Law (the "Bond Act"), and all other applicable provisions of Nevada law, the Board of Directors (the "Board") of the Authority, in Clark County, in the State of Nevada (the "County" and the "State," respectively), has the authority to issue revenue and other bonds, notes, and other obligations and incur liabilities for the purposes of refunding the 2016 Bonds (defined herein) set forth in the Certificate of the Treasurer (defined herein) (the "Refunded Bonds" or the "Project"); and

WHEREAS, pursuant to the SNWA Cooperative Agreement and the SNWS Operating Agreement (defined herein), the Board is authorized to issue revenue bonds secured by revenues of the Water System (defined herein); and

WHEREAS, the members of the Authority have contracted with the Authority in the SNWS Operating Agreement to make payments from the revenues of the water systems of the members of the Authority, which in the aggregate are fully sufficient to pay the Bond Requirements (defined herein) of the Bonds (defined herein); and

WHEREAS, the Board has determined and does hereby declare that it is necessary and for the best interests of the Authority to complete the Project and to issue the revenue bonds of the Authority for such purpose; and

WHEREAS, the Board requested the County to issue its bonds pursuant to the provisions of NRS 244A.013 to 244A.065 (the "Bond Bank Act") to make a loan to the Authority by purchasing bonds of the Authority (the "Municipal Securities") in the aggregate principal amount necessary to effect the Project (the "Lending Project"); and

WHEREAS, the Municipal Securities are to be issued for the Project; and

WHEREAS, the Board of County Commissioners is expected to adopt a bond ordinance authorizing the issuance of its bonds to defray the cost of the Lending Project (the "County Bonds"); and

WHEREAS, the Authority intends to hereby authorize the issuance of Municipal Securities, such Municipal Securities to bear interest at the same rates as the issue of County Bonds for the purpose of providing funds, among other things, to purchase the Municipal Securities; and

WHEREAS, the Bond Bank Act permits Municipal Securities to be sold at private sale to the County; and

WHEREAS, after private negotiation pursuant to the Bond Bank Act, the Board has determined to sell its "Southern Nevada Water Authority, Water Revenue Refunding Bonds, Series 2026" (the "Bonds") to the County upon the terms provided below if the Treasurer (defined below) determines that interest rate savings or other economies will be effected, and hereby authorizes the Treasurer to accept the offer of the County to purchase the Bonds by executing a certificate on or before the date of delivery of the Bonds, setting forth the aggregate principal amount of the Bonds (not to exceed the amount necessary to effect the Project), the principal amount of the Bonds maturing in each year and the interest rates therefor, and the installments of principal of the 2016 Bonds to be refunded (the "Certificate of the Treasurer"); and

WHEREAS, the Bonds may be evidenced by a single registered bond, and the term "Bonds" herein shall, unless the context otherwise requires, refer to such single registered bond; and

WHEREAS, the effective interest rate on the Bonds may not exceed by more than 3% the "Index of Revenue Bonds" which was most recently published in The Bond Buyer before a negotiated offer herein is accepted for the Bonds; and

WHEREAS, the Board hereby elects to have the provisions of Chapter 348 of NRS (the "Supplemental Bond Act") apply to the Bonds; and

WHEREAS, the Board has determined and hereby declares:

A. It is necessary and for the best interests of the Authority that it issue the Bonds; and

B. Each of the limitations and other conditions to the issuance of the Bonds in the SNWA Agreements (defined herein), the Supplemental Bond Act, the Bond Act, and in any other relevant act of the State of Nevada or the United States has been met.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SOUTHERN NEVADA WATER AUTHORITY DOES HEREBY RESOLVE, DETERMINE AND ORDER:

SECTION 1. Short Title. This Resolution shall be known and may be cited as the "2026 Revenue Refunding Bond Resolution."

SECTION 2. Definitions. In addition to the terms defined elsewhere in this Resolution, the terms in this Section defined shall have the meanings herein specified unless the context by clear implication otherwise requires:

(1) "Bond Requirements" means the principal of, any prior redemption premiums due in connection with, and the interest on the Bonds, as such principal, premiums and interest become due at maturity or on a redemption date, or otherwise.

(2) "2016 Bonds" means, collectively, the 2016A Bonds and the 2016B Bonds.

(3) "2016A Bonds" means the "Southern Nevada Water Authority, Water Revenue Refunding Bonds, Series 2016A," issued by the Authority.

(4) "2016B Bonds" means the "Southern Nevada Water Authority, Water Revenue Refunding Bonds, Series 2016B," issued by the Authority.

(5) "2017 Bonds" means the "Southern Nevada Water Authority, Water Revenue Refunding Bonds, Series 2017," issued by the Authority.

(6) "2021 Bonds" means the "Southern Nevada Water Authority, Water Revenue Refunding Bonds, Series 2021," issued by the Authority.

(7) "2022 Bonds" means the "Southern Nevada Water Authority, Water Revenue Refunding Bonds, Series 2022," issued by the Authority.

(8) "Cost of the Project" means all or any part designated by the Board for the cost of the Project (as such Project is defined in the preambles above), or interest therein, which cost, at the option of the Board, except as limited by law, may include all or any part of the incidental costs relating to the Project, including, without limitation, all other expenses necessary or desirable and appertaining to the Project, as estimated or otherwise ascertained by the Board including rebates to the United States under Section 148 of the Tax Code.

(9) "District" means the Las Vegas Valley Water District or any successor thereto.

(10) "Federal Securities" means bills, certificates of indebtedness, notes, bonds or similar securities which are direct obligations of, or the principal and interest of which securities are unconditionally guaranteed by, the United States.

(11) "LVVWD Bond Repayment Agreement" means the "Amended and Restated SNWA/LVVWD Master Bond Repayment Agreement" dated as of November 16, 2023.

(12) "LVVWD Bonds" means the: Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Improvement and Refunding Bonds, Series 2016A; Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues), Water Refunding Bonds, Series 2017B; Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues), Water Refunding Bonds, Series 2018B; Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues), Water Refunding Bonds, Series 2019A; Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues), Water Refunding Bonds, Series 2019B; Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues), Water

Refunding Bonds, Series 2020A; Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Refunding Bonds, Series 2021A; Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues), Water Refunding Bonds, Series 2021C; Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues), Water Improvement Bonds, Series 2022A; Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues), Water Refunding Bonds, Series 2022C; Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Refunding Bonds, Series 2024A; Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Improvement Bonds, Series 2025A; and Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Refunding Bonds, Series 2026A.

(13) "Operation and maintenance expenses," or any phrase of similar import, means all reasonable and necessary current expenses of the Authority, paid or accrued, of operating, maintaining and repairing the Water System or of any other designated facility in connection with which such term is used; and the term includes, at the option of the Authority, except as limited by law, without limitation:

A. Engineering, auditing, reporting, legal and other overhead expenses of the various departments of the Authority directly related and reasonably allocable to the administration, operation and maintenance of the Water System;

B. Fidelity bond and property and liability insurance premiums relating to the Water System, or a reasonably allocable share of a premium of any blanket bond or policy relating to the Water System;

C. Payments to pension, retirement, health and hospitalization funds, and other insurance, and to any self-insurance fund as insurance premiums not in excess of the premiums which would otherwise be required for such insurance;

D. Any general taxes, assessments, excise taxes or other charges which may be lawfully imposed on the Authority, the Water System, revenues therefrom, or the Authority's income from or operations of any properties under its control and relating to the Water System, or any privilege in connection with the Water System or their operation;

E. The reasonable charges of any depository bank relating to the Bonds and any other securities payable from the Pledged Revenues or otherwise relating to the Water System;

F. Contractual services, professional services, salaries, other administrative expenses, and costs of materials, supplies, repairs and labor, relating to the Water System or to the issuance of the Bonds or any other securities relating to the Water System, including, without limitation, the expenses and compensation of any trustee, receiver or other fiduciary;

G. The costs incurred by the Authority in the collection and any refunds of all or any part of the Pledged Revenues;

H. Any costs of utility services furnished to the Water System by the Authority or otherwise;

I. Any lawful refunds of any Pledged Revenues;

J. All other administrative, general and commercial expenses relating to the Water System; but

(1) Excluding any allowance for depreciation;

(2) Excluding any costs of extensions, enlargements, betterments and other improvements (or any combination thereof);

(3) Excluding any reserves for major capital replacements (other than normal repairs);

(4) Excluding any reserves for operation, maintenance or repair of the Water System;

(5) Excluding any allowance for the redemption of any Bond or other security evidencing a loan or other

obligation, or the payment of any interest thereon, or any prior redemption premium due in connection therewith;

(6) (a) Excluding any liabilities incurred in the acquisition or improvement of any properties comprising any project or any existing Water System (or any combination thereof) relating to the Water System, or otherwise; and

(7) Excluding any liabilities incurred by the Authority as the result of its negligence in the operation of the Water System or any other ground of legal liability not based on contract.

(14) "Parity lien obligations", "parity securities" or "parity bonds" means obligations, bonds or securities which have a lien on the Pledged Revenues that is on a parity with the lien thereon of the Bonds, the 2022 Bonds, the 2021 Bonds, the 2017 Bonds, and the 2016 Bonds, including the LVVWD Bonds and any additional obligations, bonds or securities which have a lien on the Pledged Revenues that is on a parity with the lien thereon of the Bonds.

(15) "Pledged Revenues" means all revenues from the Water System, including revenues, charges or fees for commodities and services rendered by or through the SNWA System, including, without limitation, connection fees, tap fees, flat fees, meter charges and all other charges made for services, water or other commodities furnished by the Water System however denominated, and including, without limitation, the charges designated as the "Connection Charge", "Commodity Charge", "Wholesale Delivery Charge", as described in the SNWS Operating Agreement, and "Assessments" provided in Section 6.2.6 thereof, and all other amounts received, directly or indirectly, under the SNWS Operating Agreement.

(16) "Purchaser" means Clark County, Nevada, through the municipal bond bank of the County.

(17) "Paying Agent" means the Treasurer or any successor serving as paying agent for the Bonds.

(18) "Registered owner" means the person in whose name a Bond shall be registered on the records of the Authority kept for that purpose by the Registrar in accordance with the provisions of this Resolution.

(19) "Registrar" means the Treasurer or any successor serving as registrar for the Bonds.

(20) "Regular Record Date" means the fifteenth day of the calendar month next preceding each interest payment date.

(21) "Single Bond" means the single registered, negotiable water revenue refunding bond issued hereunder in lieu of serial bonds.

(22) "SNWA Agreements" means the SNWA Cooperative Agreement dated July 25, 1991, as amended, and the SNWS Operating Agreement effective as of January 1, 1996, as amended.

(23) "SNWA Parity Bonds" means the Outstanding 2022 Bonds, 2021 Bonds, 2017 Bonds, and 2016 Bonds.

(24) "SNWS Operating Agreement" means the Southern Nevada Water Authority 2012 Amended Facilities and Operating Agreement effective as of September 5, 2012, as amended.

(25) "Special Record Date" means a special date fixed by the Paying Agent to determine the names and addresses of registered owners of the Bonds for the payment of any defaulted interest on any Bonds, as further provided in Section 14 hereof.

(26) "State" means the State of Nevada.

(27) "Subordinate lien obligations," "subordinate securities" or "subordinate bonds" means obligations, bonds or securities which have a lien on the Pledged Revenues that is subordinate to the lien thereon of the Bonds, including the Southern Nevada Water Authority, Water Revenue Bonds Series 2009, the Southern Nevada Water Authority, Water Revenue Bond, Series 2024A, and any additional obligations, bonds or securities hereafter issued which have a lien on the Pledged Revenues that is subordinate to the lien of the Bonds.

(28) "Superior lien obligations," "superior securities" or "superior bonds" means all of the following whether presently outstanding or issued or incurred in the future:

A. Payments to the Federal Government for the cost of the construction of the facilities allocated by the Secretary of the Interior for reimbursement pursuant to any contracts therefor;

B. Payments of compensation and expenses of SNWA and all other obligations incurred through performance by SNWA of the duties designated in sections 2 and 7 of Chapter 393, Statutes of Nevada 1995;

C. Payments of the principal, interest and any other charges related to any obligations incurred to refund any general obligations of the State issued for the acquisition, construction, improvement or equipment of the Federal facilities or the State facilities, including, but not limited to, the "Bond Obligation Agreement" dated as of December 15, 1997 between the State and SNWA;

D. Payments of the principal, interest and any other charges related to any obligations which have a lien on the Pledged Revenues superior to the lien thereon of the Bonds heretofore or hereafter incurred by SNWA for the acquisition, construction, improvement or equipment of the Federal facilities or the State facilities or other facilities designed to provide water to southern Nevada; and

E. Any obligations issued to refund all or any portion of any of the foregoing.

(29) "Treasurer" means the Treasurer of the Authority.

(30) "Water System" means, without limitation, the Southern Nevada Water System as defined in the SNWS Operating Agreement, and all additions, improvements and extensions to any part of the Water System.

SECTION 3. Sale of Bonds. The sale of the Bonds to the Purchaser on the terms and conditions provided herein is hereby approved.

SECTION 4. Ratification. All action heretofore taken by the Board and the officers of the Authority directed toward the Project and toward the issuance, sale and delivery of the Bonds is ratified, approved and confirmed.

SECTION 5. Estimated Life of Facilities. The Board, on behalf of the Authority and SNWA, has determined and does hereby declare:

A. The estimated life or estimated period of usefulness of the Project to be refinanced with the Bonds is not less than 9 years; and

B. The Bonds shall mature at such time or times not exceeding such estimated life or estimated period of usefulness.

SECTION 6. Necessity of Project and Bonds. It is necessary and in the best interests of the Board, the Authority, its officers, and the inhabitants of the County, that the Authority effect the Project and defray wholly or in part the cost thereof by the issuance of the Bonds, and it is hereby so determined and declared.

SECTION 7. Authorization of Project. The Board hereby authorizes the Project.

SECTION 8. Resolution to Constitute Contract. In consideration of the purchase and the acceptance of the Bonds by those who shall own the same from time to time, the provisions hereof shall be deemed to be and shall constitute a contract between the Authority and the registered owners from time to time of the Bonds.

SECTION 9. Bonds Equally Secured. The covenants and agreements herein set forth to be performed shall be for the equal benefit, protection, and security of the registered owners of any and all of the outstanding Bonds, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction except as otherwise expressly provided in or pursuant to this Resolution.

SECTION 10. Special Obligations. All of the Bonds, as to the Bond Requirements, shall constitute special obligations of the Authority, which hereby pledges its Pledged Revenues for their payment. The Bonds are payable solely from the Pledged Revenues, and do not constitute outstanding indebtedness of the Authority, nor exhaust its debt-incurring power under any debt limitation. None of the covenants, agreements, representations and warranties contained in this Resolution shall ever impose or be construed as imposing any liability, obligation or charge against the Authority (except the Pledged Revenues) or against the general credit of the Authority, payable out of the general fund of the Authority, or out of any funds derived from taxation.

SECTION 11. Limitations upon Security. The payment of the Bonds is not secured by an encumbrance, mortgage, or other pledge of property of the Authority and no property of the Authority shall be liable to be forfeited or taken in payment of the Bonds, but the payment of the Bonds is secured by the Pledged Revenues hereinafter pledged for the payment of the Bonds.

SECTION 12. No Recourse Against Officers and Agents. No recourse shall be had for the payment of the Bond Requirements of the Bonds or for any claim based thereon or otherwise

upon this Resolution authorizing their issuance or any other instrument relating thereto, against any individual member of the Board or any officer or other agent of the Board, the Authority, past, present or future, either directly or indirectly through the Board, the Authority or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of the Bonds and as a part of the consideration of their issuance specially waived and released.

SECTION 13. Authorization of Bonds. For the purpose of providing funds to pay all or a portion of the Cost of the Project, the Authority shall issue the "Southern Nevada Water Authority, Water Revenue Refunding Bonds, Series 2026" in the aggregate principal amount as set forth in the Certificate of the Treasurer (not to exceed $177,140,000). The County has requested, and the Authority has agreed, that the obligation of the Authority hereunder shall be represented in the form of a single, registered, negotiable water revenue bond, i.e., the Single Bond. The registered owner thereof shall have the right to convert said Single Bond to serial registered Bonds, at its own expense. The Single Bond shall be in the form substantially as set forth in Section 28 hereof. The serial Bonds shall be in the form substantially as set forth in Section 26 hereof.

SECTION 14. Bond Details. The Bonds shall be issued in fully registered form. The Bonds shall be dated initially as of the date of delivery thereof to the County, and except as otherwise provided in Section 19 hereof, shall be issued in denominations of $5,000 or any integral multiple thereof (provided that no Bond may be in a denomination which exceeds the principal coming due on any maturity date, and no individual Bond will be issued with more than one maturity and interest rate). The Bonds shall be numbered from R-1 upward. The Bonds shall bear interest (calculated on the basis of a 360-day year of twelve 30-day months) from their date until their respective maturity dates (or, if redeemed prior to maturity as provided below, their redemption dates) at the respective rates set forth in a certificate to be executed by the Treasurer or his or her designee on or after the date of the sale of the County Bonds and on or before the date of closing on the Bonds (the "Certificate of the Treasurer"), payable semiannually on May 1 and November 1 of each year, commencing November 1, 2026; provided that those Bonds which are reissued upon transfer, exchange or other replacement shall bear interest at the rates shown below from the most recent interest payment date to which interest has been paid or duly provided for, or if no interest has been paid, from the date of the Bonds. Notwithstanding the foregoing, so long as the County is the

registered owner of the Bonds, interest payments on the Bonds shall be made by depositing an amount sufficient to make the payment then due by wire transfer to the County Treasurer in immediately available funds, not later than one day before each interest payment date. If the County is still the registered owner of the Bonds, such payment not later than one day before each interest payment date, shall continue to be required if an escrow or trust has been established as provided in Section 47 hereof to make such payments, unless the Chief Financial Officer of the County otherwise agrees. The Bonds shall mature on the dates and the amounts of principal as designated in the Certificate of the Treasurer (not to exceed 9 years).

The principal and redemption premium, if any, on any Bond shall be payable to the registered owner thereof as shown on the registration records kept by the Registrar, upon maturity or prior redemption thereof and upon presentation and surrender at the principal office of the Paying Agent or at such other office as shall be designated by the Paying Agent. Notwithstanding the foregoing, so long as the County is the registered owner of the Bonds, all principal payments shall be made by depositing with the County Treasurer, in immediately available funds, an amount sufficient to make the payment then due, not later than one day before each principal payment date. If the County is still the registered owner of the Bonds, such payment not later than one day before each principal payment date shall continue to be required if an escrow or trust has been established as provided in Section 47 hereof to make such payment, unless the Chief Financial Officer of the County otherwise agrees.

If any Bond shall not be paid upon such presentation and surrender at or after maturity or prior redemption, it shall continue to draw interest at the interest rate borne by the Bond until the principal thereof is paid in full, except while the County is the owner of the Bonds, it shall draw interest on the amount not paid on time at a rate per annum equal to the sum of the prime rate as quoted in The Wall Street Journal (or average thereof, if more than one prime rate is quoted), plus one percent. Except as provided herein with respect to payments while the County is the owner of the Bonds and except as provided in Section 19, payment of interest on any Bond shall be made to the registered owner thereof by check or draft mailed by the Paying Agent on each interest payment date (or, if such interest payment date is not a business day, on the next succeeding business day) to the registered owner thereof at his or her address as shown on the registration records kept by the Registrar as of the close of business on the Regular Record Date; but any such interest not so timely

paid shall cease to be payable to the registered owner thereof as shown on the registration records of the Registrar as of the close of business on the Regular Record Date and shall be payable to the registered owner thereof at his or her address as shown on the registration records of the Registrar as of the close of business on the Special Record Date. Such Special Record Date shall be fixed by the Paying Agent whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the registered owners of the Bonds not less than ten days prior thereto by first-class mail to each such registered owner as shown on the Registrar's registration records as of a date selected by the Registrar, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. The Paying Agent may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the registered owner of such Bond and the Paying Agent. All such payments shall be made in lawful money of the United States without deduction for any service charges of the Paying Agent or Registrar.

SECTION 15. Prior Redemption or Prepayment Option.

A. Optional Redemption or Prepayment. Bonds, or portions thereof ($5,000 or any integral multiple), or, if a Single Bond is issued as provided herein, installments of principal, maturing on or after the date set forth in the Certificate of the Treasurer shall be subject to redemption prior to their respective maturities, at the option of the Authority, on and after the date set forth in the Certificate of the Treasurer, in whole or in part at any time from any maturities selected by the Authority and by lot within a maturity (giving proportionate weight to Bonds in denominations larger than $5,000), at a price equal to the principal amount of each Bond, or portion thereof, so redeemed, accrued interest thereon to the redemption date, and a premium, if any, as set forth in the Certificate of the Treasurer.

If a Single Bond is issued to evidence the Bonds as herein provided, installments of principal due on and after the date set forth in the Certificate of the Treasurer shall be subject to prepayment on and after the date set forth in the Certificate of the Treasurer, or in part, at any time in amounts of $5,000 or any multiple thereof and from any maturities as are selected by the Authority, at the same prices and terms as if such Single Bond were evidenced by the $5,000 denomination Bonds designated above.

B. Partial Redemption. In the case of Bonds in a denomination larger than $5,000, a portion of such Bond ($5,000 or any integral multiple thereof) may be redeemed, in which case the Registrar shall, without charge to the owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof. In the case of a partial redemption of Bonds of a single maturity pursuant to subsection (A) hereof, the Paying Agent shall select the Bonds to be redeemed by lot at such time as directed by the Authority (but at least 30 days prior to the redemption date), and if such selection is more than 60 days before a redemption date, shall direct the Registrar to appropriately identify the Bonds so called for redemption by stamping them at the time any Bond so selected for redemption is presented to the Registrar for stamping or for transfer or exchange, or by such other method of identification as is deemed adequate by the Registrar, and any Bond or Bonds issued in exchange for, or to replace, any Bond so called for prior redemption shall likewise be stamped or otherwise identified.

SECTION 16. Notice of Redemption. Unless waived by any registered owner of a Bond to be redeemed, notice of prior redemption shall be given by the Registrar, by electronic mail if Cede & Co. or another nominee of a securities depository is the registered owner of the Bonds, and otherwise by first class, postage prepaid mail, at least 30 days but not more than 60 days prior to the redemption date to the registered owner of any Bond all or a part of which is called for prior redemption at his, her, or its address as it last appears on the registration records kept by the Registrar. If at the time of any redemption the County owns all of the then outstanding Bonds, such notice shall be given to the County Treasurer at least 75 days before the date fixed for redemption. Actual receipt of mailed notice by any owner of Bonds shall not be a condition precedent to redemption of such Bond or Bonds. Failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any other Bonds. A certificate by the Registrar that such notice has been given as herein provided shall be conclusive against all parties.

All official notices of redemption shall be dated and shall state:

A. the redemption date,

B. the redemption prices,

C. if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed (or, if a Single Bond evidences the Bonds, the installments of principal to be repaid),

D. that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption (or installments of principal to be repaid), and that interest thereon shall cease to accrue from and after said date, and

E. the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Paying Agent (accrued interest to the redemption date being payable by mail or as otherwise provided in this Resolution).

Prior to or on any redemption date, the Authority shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Authority shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Paying Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be canceled and destroyed by the Registrar and shall not be reissued.

Notwithstanding the provisions of this Section, any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent, on or before the date fixed for redemption, of funds sufficient to pay the redemption price of the Bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was mailed.

SECTION 17. Negotiability. Subject to the registration and payment provisions herein provided, the Bonds shall be fully negotiable within the meaning of and for the purpose of the

Uniform Commercial Code - Investment Securities and each registered owner shall possess all rights enjoyed by holders of negotiable instruments under the Uniform Commercial Code - Investment Securities.

SECTION 18. Registration, Transfer and Exchange of Bonds. Except as otherwise provided in Section 19 hereof:

A. Records for the registration and transfer of the Bonds shall be kept by the Registrar. Upon the surrender of any Bond at the Registrar, duly endorsed for transfer or accompanied by an assignment in form satisfactory to the Registrar duly executed by the registered owner or his or her attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not previously assigned. Bonds may be exchanged at the Registrar for an equal aggregate principal amount of Bonds of the same maturity of other authorized denominations, as provided in Section 14 hereof. The Registrar shall authenticate and deliver a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not previously assigned. For every exchange or transfer of Bonds requested by the registered owner thereof, the Registrar may make a sufficient charge to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and may charge a sum sufficient to pay the cost of preparing and authenticating a new Bond. No such charge shall be made in the case of an exchange resulting from an optional prior redemption of a Bond.

B. The Registrar shall not be required to transfer or exchange (i) any Bond subject to redemption during a period beginning at the opening of business 15 days before the date of mailing by the Registrar of a notice of prior redemption of Bonds and ending at the close of business on the date of such mailing, or (ii) any Bond after the mailing of notice calling such Bond, or any portion thereof, for redemption as herein provided.

C. The person in whose name any Bond shall be registered on the registration records kept by the Registrar shall be deemed and regarded as the absolute owner thereof for the purpose of payment and for all other purposes (except to the extent otherwise provided in Section 14 hereof with respect to interest payments), and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered

owner thereof or his or her legal representative. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

D. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it or the Authority may reasonably require, and upon payment of all expenses in connection therewith, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not previously assigned. If such lost, stolen, destroyed or mutilated Bond shall have matured or shall have been called for redemption, the Registrar may direct that such Bond be paid by the Paying Agent in lieu of replacement.

E. Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Registrar for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled by the Paying Agent or Registrar, and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or Registrar to the Board, upon request.

F. The Registrar shall maintain at his office so long as the Bonds are evidenced by a Single Bond, a registration record for the Single Bond showing the name and address of the registered owner, the amounts and dates of any principal prepayments on the Single Bond, and the dates of any transfers of the Single Bond. The Registrar shall permit at all reasonable times the transfer of ownership of the Single Bond on presentation of the Single Bond at his office together with a written request for transfer signed by the registered owner or his attorney duly authorized in writing in a form satisfactory to the Registrar. Any such transfer shall be noted on the registration record and on the registration panel on the back of the Single Bond. No transfer shall be permitted within 30 days of any principal or interest payment date nor within 75 days of any date on which the Authority is prepaying all or any portion of the principal of the Single Bond.

G. Upon written request of the registered owner of the Single Bond or his attorney duly authorized in writing, in form satisfactory to the Paying Agent, the Authority shall issue at the registered owner's expense and within 60 days from the date of such request, definitive negotiable registered bonds in the form provided by Section 26 and in the denominations of $5,000 each or any integral multiple thereof, requested by the registered owner, in an aggregate principal amount equal to the amount of unpaid principal of the Single Bond and of like tenor and date, and with the maturities, interest rates and terms otherwise prescribed by this Resolution for such Bonds.

SECTION 19. Use of Depository.

A. In the event the Bonds are issued as serial Bonds as provided in Section 26 hereof, the Authority may provide for the Bonds to be issued in book entry only form in which case the Bonds shall be evidenced by one Bond for each year in which the principal of the Bonds comes due, in a denomination equal to the amount of principal coming due in that year. Such Bonds shall be registered in the name of Cede & Co. as nominee for The Depository Trust Company, the depository for the Bonds. The Bonds may not thereafter be transferred or exchanged except:

(1) To any successor of The Depository Trust Company or its nominee which successor must be both a "clearing corporation" as defined in NRS 104.8102(e), and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended;

(2) Upon the resignation of The Depository Trust Company or a successor or new depository under clause (1) of this subsection A or a determination by the Board that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions and the designation by the Board of another depository institution, acceptable to the Board which must be both a "clearing corporation" as defined in NRS 104.8102(e) and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of The Depository Trust Company or such successor or new depository; or

B. Upon the resignation of The Depository Trust Company or a successor depository or new depository under clause (1) of subsection A hereof or a determination by the Board that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions and the failure by the Board, after reasonable investigation, to locate another qualified depository institution acceptable to the Board under clause (2) of subsection A hereof to carry out the functions of The Depository Trust Company or such successor or new depository. In the case of a transfer to a successor of The Depository Trust Company or its nominee as referred to in clause (1) of subsection A hereof or in the case of designation of a new depository pursuant to clause (2) of subsection A hereof upon receipt of the outstanding Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, a single new Bond shall be issued to such successor or new depository, as the case may be, for each maturity of the Bonds

then outstanding, registered in the name of such successor or new depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a determination under clause (2) of subsection A hereof and the failure, after reasonable investigation, to locate another depository institution for the Bonds acceptable to the Board and upon receipt of outstanding Bonds by the Registrar together with written instructions for transfer satisfactory to the Registrar, new Bonds shall be issued in the denominations of $5,000 or any integral multiple thereof, as provided in and subject to the limitations of Section 14 hereof, registered in the names of such persons, and in such denominations as are requested in such written transfer instructions; however, the Registrar shall not be required to deliver such new Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

C. The Authority shall be entitled to treat the registered owner of any Bond as the absolute owner thereof for all purposes of this Resolution and any applicable laws notwithstanding any notice to the contrary received by the Registrar or the Authority, and the Authority shall have no responsibility for transmitting payments to the beneficial owners of the Bonds held by The Depository Trust Company or any successor or new depository named pursuant to subsection A hereof.

D. The Authority and the Registrar shall endeavor to cooperate with The Depository Trust Company or any successor or new depository named pursuant to clause (1) or (2) of subsection A hereof in effectuating payment of the Bond Requirements of the Bonds by arranging for payment in such a manner that funds representing such payments are available to the depository on the day they are due.

SECTION 20. Execution and Authentication.

A. If facsimile signatures will be used on the Bonds, prior to the execution of any Bonds, pursuant to the act known as the Uniform Facsimile Signatures of Public Officials Act, cited as Chapter 351, NRS, and pursuant to the Supplemental Bond Act, the Chair of the Authority (the "Chair"), the Treasurer and the Authority Secretary (the "Secretary") shall each file with the Secretary of State of the State of Nevada his or her manual signature certified by him or her under oath.

B. The Bonds shall be approved, signed and executed in the name of and on behalf of the Authority with the manual or facsimile signature of the Chair, shall be countersigned

and executed with the manual or facsimile signature of the Treasurer and shall bear a manual impression or a facsimile of an impression of the official seal of the Authority attested with the manual or facsimile signature of the Secretary.

C. No Bond shall be valid or obligatory for any purpose unless the certificate of authentication thereon, substantially in the form hereinafter provided or, in the case of a Single Bond, the registration panel, substantially in the form hereinafter provided, has been duly manually executed by the Registrar. The Registrar's certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer or employee of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder. By authenticating any of the Bonds initially delivered pursuant to this Resolution, the Registrar shall be deemed to have assented to all of the provisions of this Resolution.

SECTION 21. Use of Predecessor's Signature. The Bonds bearing the signatures of the officers in office at the time of the execution of the Bonds shall be valid and binding obligations of the Authority, notwithstanding that before their delivery any or all of the persons who executed them shall have ceased to fill their respective offices. The Chair, the Treasurer and the Secretary, at the time of the execution of a signature certificate relating to the Bonds, may each adopt as and for his or her own facsimile signature the facsimile signature of his or her predecessor in office if such facsimile signature appears upon any of the Bonds.

SECTION 22. Recital of Authority to Issue the Bonds. The Bonds are issued in conformance with the SNWA Agreements, NRS 277.0745, the Supplemental Bond Act, the Bond Act, and all other applicable provisions of Nevada law, and the members of the Authority have contracted with the Authority in the SNWS Operating Agreement to make payments from the revenues of the water systems of the members of the Authority, which in the aggregate are fully sufficient to pay the Bond Requirements of the Bonds; and therefore, the Board is authorized to issue the Bonds.

SECTION 23. Reserved.

SECTION 24. Bond Execution. The Chair, the Treasurer and the Secretary are hereby authorized and directed to prepare and to execute the Bonds as herein provided.

SECTION 25. Registration. The Registrar shall maintain the registration records of the Authority for the Bonds, showing the name and address of the owner of each Bond authenticated and delivered, the date of authentication, the maturity of the Bond, and its interest rate, principal amount and Bond number.

SECTION 26. Serial Bond Form. Subject to the provisions of this Resolution, the serial Bonds shall be in substantially the following form with such omissions, insertions, endorsements and variations as may be required by the circumstances, be required or permitted by this Resolution, or be consistent with this Resolution and necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto:

(Form of Serial Bond)

TRANSFER OF THIS BOND OTHER THAN BY REGISTRATION IS NOT EFFECTIVE

SOUTHERN NEVADA WATER AUTHORITY
WATER REVENUE REFUNDING BOND
SERIES 2026

No._____ **$_____**

Interest Rate	**Maturity Date**	**Dated As of**	**CUSIP**
_____%	**November 1, ____**	**_____**	

REGISTERED OWNER:

PRINCIPAL AMOUNT: **DOLLARS**

The Southern Nevada Water Authority, a political subdivision of the State of Nevada (the "Authority" and the "State", respectively), in Clark County, Nevada, for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, on the Maturity Date specified above (unless called for earlier redemption) and to pay interest thereon on May 1 and November 1 of each year, commencing on November 1, 2026, at the Interest Rate per annum specified above, until the principal sum is paid or payment has been provided for. This Bond shall bear interest from the most recent interest payment date to which interest has been paid or, if no interest has been paid, from the date of this Bond. The principal on this Bond is payable upon presentation and surrender hereof at the principal office of the Authority's paying agent (the "Paying Agent") or at such other office as may be designated by the Paying Agent, presently the Authority's Treasurer, in Las Vegas, Nevada, who is also now acting as the Authority's Registrar (the "Registrar"). Interest on this Bond will be paid on each interest payment date (or, if such date is not a business day, on the next succeeding business day) by check or draft mailed to the person in whose name this Bond is registered (the "registered owner") in the registration records of the Authority maintained by the Registrar, at the address appearing thereon, as of the close of business on the fifteenth day of the calendar month next preceding such interest payment date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the registered owner as of the close of business on the Regular Record Date and shall be payable to the person who is the registered owner as of the close of business on a special record date for the payment of any defaulted interest (the "Special Record Date"). Such Special Record Date shall be fixed by the Paying Agent whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the registered owner not less than ten (10) days prior thereto. If the payment of any installment of principal of this Bond is not made when due, interest on such installment shall continue at the interest rate for such installment referred to above until such principal installment is paid in full. All such payments shall be made in lawful money of the United States without deduction for any service charges of the Paying Agent or Registrar.

This Bond may not be exchanged or transferred except in circumstances specified in the resolution of the Board of Directors of the Authority (the "Board") authorizing the issuance of the Bonds of the series of which this Bond is one (the "Bonds") and designated in Section 1 thereof as the "2026 Revenue Refunding Bond Resolution" (the "Resolution") and only at the times and subject to payment of the charges specified in the Resolution.

The Authority, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of payment and for all other purposes, except to the extent otherwise provided hereinabove and in the Resolution with respect to Regular and Special Record Dates for the payment of interest.

The Bonds maturing on and after the date set forth in the Certificate of the Treasurer are subject to redemption prior to their respective maturities at the option of the Authority on and after the date set forth in the Certificate of the Treasurer in whole or in part ($5,000 or any integral multiple thereof) at any time from such maturity or maturities selected by the Board, and by lot within a maturity (giving proportionate weight to Bonds in denominations larger than $5,000), at a price equal to the principal amount of each Bond, or portion thereof, so redeemed and accrued interest thereon to the redemption date, plus a premium, if any, as set forth in the Certificate of the Treasurer.

Notice of redemption, unless waived, will be given by the Registrar by electronic mail if Cede & Co. or another nominee of a securities depository is the registered owner of the Bonds, and otherwise by first class, postage prepaid mail, at least 30 days but not more than 60 days prior to the redemption date to the registered owner of any Bond all or a part of which is called for prior redemption at his, her, or its address as it last appears on the registration records kept by the Registrar. Notice of redemption having been given as aforesaid, the Bonds or portions thereof so called for redemption and for which payment has been provided shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date such Bonds or portions thereof shall cease to bear interest.

This Bond must be registered in the name of the registered owner as to both principal and interest on the registration records kept by the Registrar in conformity with the provisions stated herein and endorsed hereon and subject to the terms and conditions set forth in the Resolution. No transfer of this Bond shall be valid unless made on the registration records maintained at the principal office of the Registrar by the registered owner or his or her attorney duly authorized in writing.

The Bonds are issued by the Authority upon its behalf and upon the credit thereof for the purpose of defraying the Cost of the Project as defined in the Resolution (the "Project"), all as more fully described in the Resolution, under the authority of and in full compliance with the Constitution and laws of the State and pursuant to the Resolution.

It is hereby certified, recited and warranted that all the requirements of law have been fully complied with by the proper officers of the Authority in the issuance of this Bond. This Bond is issued pursuant to the interlocal agreements described in the Resolution entered into pursuant to

the provisions of NRS Chapter 277, NRS 277.0745, NRS Chapter 348, and NRS 350.500 through 350.720, and all laws amendatory thereof, designated in NRS 350.500 thereof as the Local Government Securities Law.

Payment of the principal and interest on the Bonds (the "Bond Requirements") is secured by a pledge of revenues, (herein, the "Pledged Revenues") derived by the Authority, as more specifically provided in the Resolution.

The Bonds are equally and ratably secured by such pledge of the Pledged Revenues, and such pledge constitutes an irrevocable lien (but not necessarily an exclusive lien) upon the Pledged Revenues, subject to the superior and parity liens of any obligations issued superior to or on a parity with the Bonds. Additional securities and other obligations may be issued, incurred and made payable from Pledged Revenues having a lien thereon superior to, subordinate to or on a parity with such pledge, in each case subject to the conditions of and in accordance with the Resolution.

Reference is made to the Resolution for an additional description of the nature and extent of the security for this Bond, the accounts, funds, or revenues pledged, the nature and extent and manner of enforcement of the pledge, the rights and remedies of the registered owner of this Bond with respect thereto, the terms and conditions upon which this Bond is issued, and a statement of rights, duties, immunities, and obligations of the Authority, and other rights and remedies of the owners of this Bond.

To the extent and in the respects permitted by the Resolution, the provisions of the Resolution may be amended or otherwise modified by action of the Authority taken in the manner and subject to the conditions and exceptions prescribed in the Resolution. The pledge of Pledged Revenues under the Resolution may be discharged at or prior to the respective maturities or prior redemption of the Bonds upon the making of provision for the payment thereof on the terms and conditions set forth in the Resolution.

No recourse shall be had for the payment of the Bond Requirements of this Bond or for any claim based thereon or otherwise in respect to the Resolution or other instrument pertaining thereto against any individual member of the Board, or any officer or other agent of the Authority, past, present, or future, either directly or indirectly through the Board, or the Authority or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of this Bond and as a part of the consideration of its issuance specially waived and released.

This Bond shall not be valid or obligatory for any purpose until the Registrar shall have manually signed the certificate of authentication hereon.

IN WITNESS WHEREOF, the Board of Directors of the Southern Nevada Water Authority in the County of Clark and State of Nevada, on behalf of the Southern Nevada Water Authority, has caused this Bond to be executed in its name with the manual or facsimile signature of the Chair of its Board of Directors, to be attested, signed and executed with a manual or facsimile signature of the Secretary of the Board of Directors, has caused a manual or facsimile impression of the seal of the Authority to be affixed hereon, and has caused this Bond to be countersigned with the manual or facsimile signature of the Authority Treasurer, all as of _____ __, 2026.

SOUTHERN NEVADA WATER AUTHORITY

By: (Manual or Facsimile Signature)
Marilyn Kirkpatrick,
Chair, Board of Directors
Southern Nevada Water Authority

Countersigned:

(MANUAL OR FACSIMILE AUTHORITY SEAL)

(Manual or Facsimile Signature)
Paul Johnson
Southern Nevada Water Authority

Attest:

(Manual or Facsimile Signature)
John J. Entsminger, Secretary
Southern Nevada Water Authority

(End of Form of Bond)

(Form of Registrar's Certificate of Authentication for Bonds)

Date of authentication
and registration _____

This is one of the Bonds described in the within-mentioned Resolution, and this Bond has been duly registered on the registration records kept by the undersigned as Registrar for such Bonds.

SOUTHERN NEVADA WATER AUTHORITY

By: (Manual or Facsimile Signature)
Paul Johnson

(End of Form of Registrar's Certificate of Authentication for Bonds)

(Form of Prepayment Panel)

The following installments of principal (or portions thereof) of this Bond have been prepaid by the Authority, in accordance with the terms of the Resolution authorizing the issuance of this Bond.

Date of Prepayment	Principal	Signature of Authorized Representative of DTC

(End of Form of Prepayment Panel)

(Form of Assignment for Serial Bond)

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and hereby irrevocably constitutes and appoints _____ attorney, to transfer the same on the record kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Date Guaranteed:

_____

Name of Transferee:

_____

Address of Transferee:

_____

_____

_____

Social Security or other tax
identification number of
Transferee:

_____

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

(End of Form of Assignment)

SECTION 27. Use of Single Bond. Notwithstanding the foregoing provision, the Bonds shall be initially evidenced by a single registered Bond, numbered R-1, which Single Bond shall be manually signed and executed in the name of and on behalf of the Authority by the Chair, countersigned and manually subscribed by the Treasurer, with the seal of the Authority affixed thereto and attested and manually signed by the Secretary. The principal installments, interest and any prior redemption premiums on the Single Bond shall be paid by check, draft or warrant made to the order of the registered owner of the Single Bond and mailed to the address of the registered owner shown on the Bond registration records of the Paying Agent on or before such payment date, or if such payment date is not a business day, on or before the next succeeding business day. Notwithstanding the foregoing, so long as the County is the registered owner, such payment shall be made by depositing by wire transfer to the County Treasurer, in immediately available funds, an amount sufficient to make the payment then due, not later than one day before each payment date. If the County is still the registered owner of the Bonds, such payment not later than one day before each payment date shall continue to be required if an escrow or trust has been established as provided in Section 47 hereof to make such payment, unless the Chief Financial Officer of the County otherwise agrees.

The final installment of principal on the Single Bond shall be made only upon surrender of the Single Bond at the office of the Paying Agent. The Single Bond shall mature in installments of principal, bear interest and be subject to prepayments of installments of principal, substantially as provided in Sections 14 through 25 hereof. If a portion of principal of the Single Bond is called for prior redemption, no payment of the principal or redemption price of or interest on the Single Bond, due on or after the date fixed for redemption shall be made unless the Single Bond is presented to the Paying Agent and notation of the installments of principal so called for prior redemption is made on such Single Bond. The Single Bond must be registered in the name of its owner and may be assigned by the registered owner in the manner and with the effect set forth in the provisions for registration contained in the form thereof hereinafter set forth. The Authority shall pay to the County such amounts as are necessary to pay the Authority's share of the County's cost of paying the County Bonds which are issued to fund the Bonds, including without limitation the Authority's share of paying agent fees.

SECTION 28. Form of Single Bond. The Single Bond shall be in substantially the following form, said form to be completed with necessary or appropriate variations, insertions, omissions, or endorsements consistent with the provisions of this Resolution:

(Form of Single Bond)

TRANSFER OF THIS BOND OTHER THAN BY REGISTRATION IS NOT EFFECTIVE

SOUTHERN NEVADA WATER AUTHORITY
WATER REVENUE REFUNDING BOND
SERIES 2026

No. R-1 **$_____**

The Southern Nevada Water Authority (the "Authority"), a political subdivision of the State of Nevada (the "State"), in Clark County, Nevada, for value received hereby acknowledges itself to be indebted and promises to pay to Clark County, Nevada, c/o the County Treasurer, Clark County Bond Bank, or registered assigns, the original principal sum of

_____DOLLARS AND 00/100

in installments of principal in the amounts and years as provided in the resolution authorizing the issuance of the Bonds adopted by the Board of Directors of the Authority (the "Board") and designated in section 1 thereof as the "2026 Revenue Refunding Bond Resolution" (the "Resolution") in lawful money of the United States of America, together with interest on the unpaid installments of principal from the date of delivery of this Bond appearing below until payment of such installments of principal shall have been discharged as provided in the Resolution, at the interest rates designated in the Resolution and the Certificate of the Treasurer for such installments appearing in the Resolution, said interest being payable on May 1 and November 1 of each year commencing on November 1, 2026, and said installments of principal bearing interest at the rates, and being payable on November 1 of the years and in amounts as designated in the Resolution and the Certificate of the Treasurer.

The principal of, interest on and any prior redemption premiums due in connection with this Bond (the "Bond Requirements") are payable by check, draft or warrant made to the order of the registered owner hereof and mailed by the Treasurer of the Authority or any successor thereto as paying agent for this Bond (the "Paying Agent") to the address shown for the registered owner on the registration records of the Treasurer of the Authority or any successor thereto as registrar for the Bond (the "Registrar"). Notwithstanding the foregoing, so long as the County is the registered owner, such payment shall be made by depositing with the County Treasurer, not later than one day before each payment date, an amount sufficient to make the payment then due. If the County is still the registered owner of the Bonds, such payment not more than one day before such payment date shall continue to be required if an escrow or trust has been established as provided in Section 47 of the Resolution to make such payment, unless the Chief Financial Officer of the County otherwise agrees. If any payment date is not a business day, payment may be made on or before the next succeeding business day. If payment of any installment of principal of this Bond is not made when due, interest on such installment shall continue at the interest rate per annum equal to the sum of the prime rate as quoted in The Wall Street Journal (or average thereof, if more than one prime rate is quoted) plus one percent, until such principal installment is paid in full. The final installment of

principal on this Bond is payable only on presentation and surrender of this Bond at the office of the Paying Agent.

This single bond is one of a duly authorized issue of bonds of the Authority (the "Bond") to defray, in part the Cost of the Project, as defined in the Resolution (the "Project"), as more fully described in the Resolution, under the authority of and in full compliance with the constitution and laws of the State, and pursuant to the Resolution.

This Bond is issued pursuant to the interlocal agreements described in the Resolution entered into pursuant to the provisions of NRS Chapter 277, NRS 277.0745, NRS Chapter 348, and NRS 350.500 through 350.720, and all laws amendatory thereof, designated in NRS 350.500 thereof as the Local Government Securities Law.

Installments of principal of the Bonds maturing on or before the date set forth in the Certificate of the Treasurer are subject to payment prior to their due dates, at the option of the Authority on and after the date set forth in the Certificate of the Treasurer, in whole or in part, at any time in amounts of $5,000 or any multiple thereof from any maturities selected by the Authority, at a price equal to the principal amount prepaid, accrued interest to the prepayment date, and a premium, if any, as set forth in the Certificate of the Treasurer.

Prepayment shall be made on not less than 30 days' prior mailed notice in the manner and upon the conditions provided in the Resolution; provided, however, if Clark County, Nevada is the owner hereof, not less than 75 days prior mailed notice of any prepayment shall be given. If a prepayment is made on the Bond as specified in the Resolution, interest shall cease to accrue on the amount prepaid from and after the date fixed for prepayment. If a portion of the principal of the Bond is called for prepayment, no payment of the principal of, interest on or prior redemption premium due in connection with the Bond due on and after the prepayment date shall be made unless this Bond is presented to the Paying Agent and notation of the installments of principal so called for prepayment panel appended hereto.

It is hereby certified and recited that all of the requirements of law have been fully complied with by the proper officers of the Authority in the issuance of this Bond. Payment of the principal of and interest on this Bond (the "Bond Requirements") is secured by a pledge of the revenues (herein called the "Pledged Revenues") derived by the Authority, as more specifically provided in the Resolution.

The Bonds are equally and ratably secured by such pledge of the Pledged Revenues, and such pledge constitutes an irrevocable lien (but not necessarily an exclusive lien) upon the Pledged Revenues, subject to the superior and parity liens of any obligations issued superior to or on a parity with the Bonds. Additional securities and other obligations may be issued, incurred and made payable from Pledged Revenues having a lien thereon superior to, subordinate to or on a parity with such pledge, in each case subject to the conditions of and in accordance with the Resolution.

Reference is made to the Resolution for an additional description of the nature and extent of the security for the Bonds, the accounts, funds, or revenues pledged, the nature and extent

and manner of enforcement of the pledge, the rights and remedies of the registered owners of the Bonds with respect thereto, the terms and conditions upon which the Bonds are issued, and a statement of rights, duties, immunities, and obligations of the Authority, and other rights and remedies of the owners of the Bonds.

To the extent and in the respects permitted by the Resolution, the provisions of the Resolution may be amended or otherwise modified by action of the Authority taken in the manner and subject to the conditions and exceptions prescribed in the Resolution. The pledge of Pledged Revenues under the Resolution may be discharged at or prior to the respective maturities or prior redemption of the Bonds upon the making of provision for the payment thereof on the terms and conditions set forth in the Resolution.

This Bond shall not be entitled to any benefits under the Resolution, or be valid or obligatory for any purpose until the registration panel appended hereto shall have been manually signed on behalf of the Registrar.

This Bond is fully transferable by the registered owner hereof, in person or by his attorney duly authorized in writing, at said office of the Registrar, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the Resolution, and upon surrender of this Bond together with a duly executed written instrument of transfer satisfactory to the Registrar. Any such transfer shall be noted in the registration records of the Authority maintained by the Registrar and noted on the registration panel appended hereto. The Registrar shall not be required to register the transfer of this Bond during the seventy-five days next preceding any date fixed for the prepayment of principal installments or during the thirty days next preceding any date for the payment of principal of or interest on this Bond.

On written request of the registered owner hereof or his attorney duly authorized in writing in a form satisfactory to the Registrar, the Authority shall issue, at the registered owner's expense and within 60 days from the date of such request, negotiable, registered bonds in the denomination of $5,000 each or any multiple thereof in an aggregate principal amount equal to the amount of unpaid principal of this Bond, such Bonds maturing at the same times as, and bearing interest at the same interest rates, and otherwise containing such terms, limitations and conditions prescribed in and being in the form provided in the Resolution.

No transfer of this Bond shall be valid unless made on the registration records maintained at the principal office of the Registrar by the registered owner or his or her attorney duly authorized in writing.

No recourse shall be had for the payment of the Bond Requirements of this Bond or for any claim based thereon or otherwise in respect to the Resolution, against any individual member of the Board, or any officer or other agent of the Authority or, past, present or future, either directly or indirectly through the Board, the Authority, or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of this Bond and as a part of the consideration of its issuance specially waived and released.

IN WITNESS WHEREOF, the Board of Directors of the Southern Nevada Water Authority, Clark County, Nevada, on behalf of the Southern Nevada Water Authority, has caused this Bond to be executed in its name by the manual or facsimile signature of the Chair of the Board and by the manual or facsimile signature of its Authority Treasurer, and attested by the manual or facsimile signature of its Board Secretary and has caused the seal of the Authority to be reproduced hereon, all as of _____ __, 2026, i.e., the date of delivery of the Bond.

SOUTHERN NEVADA WATER AUTHORITY
CLARK COUNTY, NEVADA

By _____(Manual or Facsimile Signature)
Marilyn Kirkpatrick, Chair, Board of Directors
Southern Nevada Water Authority

Countersigned:

(SEAL)

By _____(Manual or Facsimile Signature___
Paul Johnson
Southern Nevada Water Authority

Attest:

_____(Manual or Facsimile Signature)
John J. Entsminger, Secretary
Southern Nevada Water Authority

(End of Form of Single Bond)

(Form of Registration Panel for Single Bond)

MANDATORY REGISTRATION FOR PAYMENT
AS TO PRINCIPAL AND INTEREST

The within single bond is registered in the office of the Authority Treasurer, as Registrar in the name of the last owner listed below, and the principal amount of the bond and interest thereon shall be payable only to such owner, all in accordance with the within-mentioned Resolution.

Date of Registration	Name of Owner	Address of Owner	Signature of Registrar
_____	Clark County, Nevada, c/o County Treasurer, Clark County Bond Bank	County Treasurer, 500 South Grand Central Parkway, Las Vegas, Nevada 89106	_____
_____	_____	_____	_____
_____	_____	_____	_____

(End of Form of Registration Panel)

(Form of Principal Prepayment Panel on Single Bond)

PREPAYMENT PANEL

The following installments of principal (or portions thereof) of this Single Bond have been prepaid by the Southern Nevada Water Authority, Clark County, Nevada, in accordance with the terms of the within-mentioned Resolution.

Date of Prepayment	Due Date of Installments (or portions thereof)	Principal Amount Prepaid	Signature of Paying Agent
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(End of Form of Principal Prepayment Panel)

(Form of Assignment for Single Bond)

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and hereby irrevocably constitutes and appoints _____ attorney, to transfer the same on the record kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Date Guaranteed:

_____

Name of Transferee:

_____

Address of Transferee:

_____

_____

_____

Social Security or other tax
identification number of
Transferee:

_____

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

(End of Form of Assignment)

SECTION 29. Delivery of the Single Bond; Deposit of Proceeds. When the Single Bond has been duly executed, the Treasurer shall deliver it to the County upon receipt of evidence that the prepayment panels on the Refunded Bonds reflects the principal amounts of any of the 2016 Bonds being refunded, as stated in the Certificate of the Treasurer, plus payment to the Authority of the amount of the costs of issuance agreed upon by the Treasurer. The Treasurer shall register the Single Bond in the name of the County on the Bond registration records of the Registrar and make notation of such registration on the registration panel appended to the Single Bond. The Treasurer shall cause the proceeds of the Bonds to be deposited into the Costs of Issuance Account, hereinafter created. Moneys in the Costs of Issuance Account shall be used solely to defray wholly or in part the Cost of the Project, which the Board hereby determines are necessary and desirable and appertain to the Project. After the Project is complete and after all expenses have been paid or adequate provision therefor is made, any unexpended balance of Bond proceeds (or, unless otherwise required by law, any other moneys) remaining in the Costs of Issuance Account shall be deposited into the Bond Fund hereinafter created to be used to pay the principal of and interest on the Bonds.

SECTION 30. Permitted Investments; Use of Investment Gain. Monies deposited in any fund or account created by this Resolution may be invested in any investments permitted under State law, as amended. Any gain from any investment and any reinvestment of any moneys accounted for in a fund pursuant to this Resolution, shall be deposited promptly upon the receipt of such gain at any time or from time to time into the Bond Fund, the Costs of Issuance Account, the Rebate Account (hereafter created) or the Authority's general fund as directed by the Board or the Treasurer.

SECTION 31. Prevention of Bond Default. The Treasurer shall use any Bond proceeds credited to the Costs of Issuance Account, without further order or warrant, to pay the Bond Requirements of the Bonds as the same become due whenever and to the extent moneys otherwise available therefor are insufficient for that purpose, unless such Bond proceeds shall be needed to defray obligations accrued and to accrue under any contracts then existing and relating to the Project. The Treasurer shall promptly notify the Board of any such use.

SECTION 32. Purchaser Not Responsible. The validity of the Bonds shall not be dependent on nor be affected by the validity or regularity of any proceedings relating to the Project, or any part thereof, or to the proper completion of the Project. The Purchaser of the Bonds, any

associate thereof, and any subsequent registered owner of any Bond shall in no manner be responsible for the application or disposal by the Authority or by any of their officers, agents and employees of the proceeds derived from the sale of the Bonds or of any other moneys herein designated.

SECTION 33. Creation of SNWA Funds. There are hereby created or continued separate accounts to be held by the Treasurer of the Authority designated respectively as the:

(1) "Southern Nevada Water Authority, Water Revenue Refunding Bonds, Series 2026, Costs of Issuance Account" (the "Costs of Issuance Account");

(2) "Southern Nevada Water Authority, Water Revenue Refunding Bonds, Series 2026, Bond Fund" (the "Bond Fund");

(3) "Southern Nevada Water Authority, Operation and Maintenance Fund" (the "O & M Fund");

(4) "Southern Nevada Water Authority, Water Revenue Refunding Bonds, Series 2026 Rebate Account (the "Rebate Account"); and

(5) "Southern Nevada Water Authority, Water Revenue Fund" (the "Revenue Fund").

SECTION 34. Pledge of Revenues. Subject only to the right of the Authority to cause amounts to be withdrawn to pay the Cost of the Project as provided herein, the Pledged Revenues and all moneys and securities paid or to be paid to or held or to be held in any fund or account under this Resolution, excluding, however, those funds held in the Rebate Account, are hereby pledged to secure the payment of the Bond Requirements of the Bonds; and this pledge shall be valid and binding from and after the date of the first delivery of any Bonds, and the moneys, as received by the Authority and hereby pledged, shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing, or further act, and the lien of this pledge and the obligation to perform the contractual provisions hereby made shall have priority over any or all other obligations and liabilities of the Authority, except for the superior lien obligations; and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Authority (except as herein otherwise provided) irrespective of whether such parties have notice thereof. The lien of this pledge for the Bonds, the parity bonds and any parity bonds hereafter authorized shall be equally and ratably secured by the pledge of the Pledged

Revenues hereunder, and the Bonds, the parity bonds and any parity bonds hereafter issued are not entitled to any priority one over the other in the application of Pledged Revenues.

SECTION 35. Revenue Fund. All Pledged Revenues received by the Authority from the sale or distribution of water, connection charges or otherwise derived from the Water System, shall be paid into the Revenue Fund, and no disbursements shall be made from the Revenue Fund except as provided in this Resolution.

SECTION 36. Operation and Maintenance Fund. First, payments shall be made, as necessary, from the Revenue Fund to the O & M Fund. The necessary and reasonable costs of the operation and maintenance expenses of the Water System shall be paid from the revenues prior to the payment of principal and interest on the superior lien obligations and the sums for other funds as provided in this Resolution. Moneys required for said operation and maintenance expenses shall from time to time be set aside from the Revenue Fund and transferred to the O & M Fund. The maintenance and operation expenses of the Authority shall be paid from the O & M Fund.

SECTION 37. Superior Lien Obligations. Second, payments shall be made, as required, from the Revenue Fund for the superior lien obligations, including any reserves therefor, together with any amounts required to be paid to the United States in compliance with Section 148(f) of the Tax Code for the superior lien obligations.

SECTION 38. Bond Fund. Third, and concurrently with the transfers to the bond funds created with respect to the parity bonds and any parity lien obligations outstanding and hereafter issued, the following transfers shall be made to the Bond Fund:

A. Monthly, commencing on the fifteenth day of the month immediately succeeding the delivery of any of the Bonds, an amount in equal monthly installments necessary together with any other moneys from time to time available therefor from whatever source to pay the next maturing installment of interest on the Bonds, and monthly thereafter, commencing on each interest payment date, one-sixth of the amount necessary, together with any other moneys from time to time available therefor from whatever source, to pay the next maturing installment of interest on the Bonds then outstanding; and

B. Monthly, commencing on the fifteenth day of the month immediately succeeding the delivery of any of the Bonds, an amount in equal monthly installments necessary, together with any other moneys from time to time available therefor from whatever source to pay the

next maturing installment of principal of the Bonds then outstanding, and monthly thereafter, commencing on each principal payment date, one-twelfth of the amount necessary, together with any other moneys from time to time available therefor from whatever source, to pay the next maturing installment of principal of the Bonds then outstanding.

The moneys credited to the Bond Fund shall be used to pay the Bond Requirements of the Bonds as such Bond Requirements become due.

SECTION 39. Rebate Account. Fourth, and concurrently with transfers to the rebate accounts created with respect to the parity lien obligations and any parity lien obligations hereafter issued there shall be credited to the Rebate Account and any rebate account created for the parity lien obligations, such amounts as are required to be deposited in each and to the Rebate Account such amounts as are required to be deposited therein to meet the Authority's obligations under Covenant 9 contained in Section 46, hereof, in accordance with Section 148(f) of the Tax Code. Such deposits shall be made at such times as are required by Section 148(f) of the Tax Code and amounts in the Rebate Account shall be used for the purpose of making the payments to the United States required by Section 148(f) of the Tax Code. Any amounts in the Rebate Account in excess of those required to be on deposit therein may be withdrawn therefrom and deposited into the Revenue Fund.

SECTION 40. Termination of Deposits; Defraying Delinquencies.

A. No payment need be made into the Bond Fund if the amounts in the Bond Fund equal a sum at least equal to the entire amount of the outstanding Bonds as to all Bond Requirements to their respective maturities both accrued and not accrued, in which case moneys in such fund in an amount, except for any interest or other gain to accrue from any investment of moneys in Federal Securities from the time of any such investment to the time or respective times the proceeds of any such investment or deposit shall be needed for such payment, at least equal to such Bond Requirements, shall be used, together with any such gain from such investments, solely to pay such Bond Requirements as the same become due.

B. If at any time the Authority shall for any reason fail to pay into the Bond Fund or the Rebate Account the full amount above stipulated from the Pledged Revenues, then an amount shall be paid first into the Bond Fund and second into the Rebate Account at such time equal to the difference between that paid from the Pledged Revenues and the full amount so stipulated, from the first Pledged Revenues available therefor. If securities (other than the Bonds)

are outstanding, the payment of which are secured by a lien on the Pledged Revenues which lien is on a parity with the lien hereon of the Bonds, and if the proceedings authorizing issuance of those securities require the replacement of moneys in a bond fund, reserve fund or rebate account therefor, then the moneys replaced in such bond fund, reserve fund or rebate account shall be replaced on a pro rata basis related to the principal amount of the then outstanding Bonds and the then outstanding other parity securities, as moneys become available therefor, first into all of such bond and reserve funds and second into all such rebate accounts.

SECTION 41. Use of Remaining Revenues. After the payments hereinabove required to be made, any remaining Pledged Revenues in the Revenue Fund may be used for the payment of any other securities payable from the Pledged Revenues, for any one or any combination of lawful purposes relating to the Water System, or otherwise, as the Authority may from time to time determine, including, without limitation, the payment of any bond requirements of any bonds or other securities relating to the Water System, including, any subordinate lien obligations.

SECTION 42. Lien of the Bonds. The SNWA's obligation to make payments of debt service on the Bonds is a special obligation of the SNWA, payable from and secured solely by a lien on the Pledged Revenues. The lien of the Bonds on Pledged Revenues is a lien (but not necessarily exclusive lien) subject only to and after the prior liens on the Pledged Revenues to pay the obligations described in clauses (a), (b), (c), (d) of subsection 1 of Section 3 of Chapter 393, Statutes of Nevada, 1995 (the "Transfer Act"). The lien of the Bonds and the SNWA Parity Bonds on the Pledged Revenues is on a parity with the lien on Pledged Revenues which has been granted to the Las Vegas Valley Water District ("LVVWD") pursuant to the LVVWD Bond Repayment Agreement to secure the payment of LVVWD Bonds heretofore issued and issued in the future for the benefit of SNWA.

SECTION 43. Issuance of Superior Lien Obligations or Parity Lien Obligations. This Resolution does not limit the SNWA's ability to incur additional obligations with a lien on Pledged Revenues that is superior to the lien thereon of the Bonds and the SNWA Parity Bonds if the additional obligations are described in clauses (a), (b) or (c) of subsection 1 of Section 3 of the Transfer Act, nor does this Resolution limit the SNWA's ability to issue or incur additional parity obligations pursuant to the LVVWD Master Bond Repayment Agreement. In addition, nothing herein prevents the incurrence by the SNWA of other additional obligations which have a lien on

Pledged Revenues that is superior to or on a parity with the lien thereon of the Bonds and the SNWA Parity Bonds, subject to the following:

A. If the County is then the owner of all of the then outstanding Bonds and the SNWA Parity Bonds, the written consent of the County to the issuance of such obligations is obtained; or

B. If the County is not then the owner of all of the then outstanding Bonds and the SNWA Parity Bonds:

(1) At the time of the adoption of the resolution authorizing the incurrence of the other additional obligations, the SNWA shall not be in default in making any payments required to be made with respect to the Bonds and the SNWA Parity Bonds; and

(2) Either:

(a) The Pledged Revenues (subject to adjustment as hereinafter provided) derived in the fiscal year immediately preceding the date of incurrence of the additional obligations shall have been at least sufficient to pay an amount equal to the combined maximum annual principal and interest requirements of the outstanding Bonds and any other outstanding superior lien obligations and parity lien obligations, and the obligations proposed to be incurred; or

(b) The Pledged Revenues (subject to adjustment as hereinafter provided) projected by the SNWA's General Manager or an independent accountant or consulting engineer to be derived in the later of (i) the fiscal year immediately following the fiscal year in which the additional obligations are issued or (ii) the first fiscal year in which no interest has been capitalized for the payment of the additional obligations, will be sufficient to pay at least an amount equal to the principal and interest requirements (to be paid during that fiscal year) of the Bonds, any other outstanding parity lien

obligations and superior lien obligations and the obligations proposed to be incurred.

(3) In any determination of whether or not other additional obligations may be incurred in accordance with the foregoing earnings test, the respective annual principal (or redemption price) and interest requirements shall be reduced to the extent such requirements are scheduled to be paid with moneys held in trust or in escrow for that purpose by any trust bank within or without the State, including the known minimum yield from any investment in Federal Securities.

(4) A written certification or written opinion based upon estimates, as provided above, that the Pledged Revenues when adjusted as above provided are sufficient to pay the amounts as provided above, shall be conclusively presumed to be accurate in determining the right of the SNWA to authorize and incur such other additional obligations.

C. In connection with the authorization of any such other additional obligations the Board may on behalf of the SNWA adopt any additional covenants or agreements with the holders of such additional obligations; provided, however, that no such covenant or agreement may be in material conflict with the covenants and agreements of the SNWA herein. Any finding of the Board to the effect that the foregoing requirements are met shall, if made in good faith, conclusively establish that the requirements of this Subsection C have been met.

D. The SNWA may also incur other additional obligations that have a lien on Pledged Revenues that is superior to or on a parity with the lien thereon of the Bonds and the SNWA Parity Bonds without complying with the requirements of Subsections A or B hereof for the purpose of refunding any outstanding obligations that are secured by a lien on Pledged Revenues if:

(1) The refunding obligations do not increase for any fiscal year the aggregate principal and interest requirements evidenced by the refunding obligations and by the outstanding obligations not refunded on and before the last maturity date or last redemption date, if any, whichever is later, of the bonds; and

(2) The lien of any refunding obligations on the Pledged Revenues is not raised to a higher priority than the lien thereon of the obligations thereby refunded.

SECTION 44. Subordinate Obligations Permitted. Nothing herein prevents the Authority from issuing additional bonds or other additional securities payable from the Pledged Revenues having a lien thereon subordinate, inferior and junior to the lien thereon of the Bonds and the SNWA Parity Bonds.

SECTION 45. Issuance of Refunding Securities. At any time after the Bonds, or any part thereof, are issued and remain outstanding, if the Authority shall find it desirable to refund any outstanding Bonds or other outstanding parity or superior securities, such Bonds or other securities, or any part thereof, may be refunded if one or more of the tests described in Section 43 herein are met.

SECTION 46. Protective Covenants. The Authority hereby particularly covenants and agrees with the registered owners of the Bonds and makes provisions which shall be a part of its contract with such registered owners to the effect and with the purposes set forth in the following provisions of this Section:

Covenant 1. Completion of Project. Simultaneously with the delivery of the Bonds, the Authority shall deposit Bond proceeds in the Costs of Issuance Account as provided in Section 29 herein, and proceed to complete the Project with all due diligence.

Covenant 2. Enforcement of SNWA Agreements. The Authority shall enforce the terms of the SNWA Agreements, and shall not consent to an amendment of those agreements which would reduce or delay the receipt of Pledged Revenues by the Authority.

Covenant 3. Operation of Water Facilities. The Authority shall at all times operate the Water System in a sound and economical manner and shall maintain, preserve and keep the same, with appurtenances and every part and parcel thereof, properly or cause the same to be so maintained, preserved and kept, in good repair, working order and condition, and will from time to time make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation of the Water System may be properly and advantageously conducted.

Covenant 4. Sale or Encumbrances. The works and properties of the Authority shall not be sold or leased or otherwise disposed of as a whole, or substantially as a whole,

unless such sale, lease or other disposition be so arranged as to provide for a continuance of payments into the Bond Fund at least sufficient in amount to provide the sums required for such Bond Fund under the terms of this Resolution.

Covenant 5. Insurance. To the extent the Authority determines it is economically feasible to do so, the Authority shall at all times self-insure or maintain with responsible insurers all such insurance or other appropriate protection as is customarily maintained with respect to works and properties of like character against loss of or damage to such works or properties and against public or other liability to the extent reasonably necessary to protect the interest of the Authority and the registered owners of the Bonds. In determining the adequacy of its insurance, the Authority may take into account any federal programs that would be available to the Authority in the event of a loss. If any useful part of the works and properties of the Authority shall be damaged or destroyed, the Authority shall repair or replace the damaged works or properties so as to restore the same to use if necessary in order to produce revenues sufficient to comply with the Covenant 8, Rates and Charges, below. The proceeds of any insurance policies covering any such loss or damage shall be payable to the Authority, and shall be applied to the Authority's reasonable and necessary reconstruction costs and, to the extent not so applied, shall be paid into the Revenue Fund and used in the same manner as other moneys in said fund.

Covenant 6. Records and Accounts. The Authority will keep proper books of record and account, in accordance with sound accounting practice, in which complete and correct entries shall be made of its works and properties and the revenues received therefrom; which, together with all other books, papers and properties of the Authority shall at all times be subject to the reasonable inspection of the registered owner or owners of not less than ten percent (10%) in principal amount of the Bonds then outstanding or their representatives duly authorized in writing. The Authority will cause its books and accounts to be audited annually by an independent certified public accountant and will make available for inspection by the registered owners of such Bonds, at the office of the Authority Treasurer in Las Vegas, Nevada, a copy of the report of such accountant, and will also upon payment of a reasonable charge furnish a copy thereof upon request to the registered owner of any Bond.

Covenant 7. No Free Service. No water or other service from the works or properties of the Authority may be furnished or rendered by the Authority to any city, town, county,

public corporation or political subdivision of the State free, nor shall any such service be rendered at lower rates than those charged other persons for similar services; provided, however, service to Nellis Air Force Base may be rendered at lower rates than those charged other persons for similar service; and provided further, however, water may be furnished for fire protection purposes to such cities, towns, counties, public corporations or political subdivisions at lower rates, but no such rate or rates shall be less than the cost of the service, including reasonable overhead. Buildings or other property of the Authority shall not be furnished free or at any rate or charge less than the reasonable rental thereof and shall not be sold at less than the reasonable value thereof, as determined by the Authority.

Covenant 8. Rates and Charges. The Board shall from time to time fix and collect from all users thereof, rates and charges for the connection, service, facilities and water of the Authority which will be sufficient, after making allowances for contingencies and error in the estimates, together with any funds of the Authority available to make the payments listed in A through C below which are not otherwise encumbered, to pay the following items of cost and expense in the following order:

A. The operation and maintenance expenses of the Water System;

B. All payments due on all superior lien obligations of the Authority and any reserves therefor, as the same fall due, and the payments required to be made into any sinking fund for superior lien obligations including any obligations hereafter issued on a parity with such superior lien obligations; and

C. The principal of and interest on all other parity lien obligations of the Authority and any reserves therefor, as the same fall due, and the payments required to be made into any sinking fund for parity lien obligations including the Bonds and any obligations hereafter issued on a parity with such parity lien obligations.

In calculating the amount due on any obligation for the purposes of the foregoing covenant, the Authority may take into account the expected net payments (positive or negative) on any interest rate exchange agreement entered into as a hedge with respect to a particular obligation and any expected refundings, including rollovers of commercial paper. In the case of obligations that bear interest at a variable interest rate, the Treasurer shall estimate the rate of interest on the obligations for purposes of this covenant.

Covenant 9. Tax Covenant. The Authority covenants for the benefit of the registered owners of the County Bonds that it will not take any action or omit to take any action with respect to the County Bonds, the proceeds thereof, any other funds of the Authority or any facilities refinanced with the proceeds of the County Bonds if such action or omission (i) would cause the interest on the County Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, or (ii) would cause interest on the County Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b) of the Tax Code. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the County Bonds until the date on which all obligations of the Authority in fulfilling the above covenant under the Tax Code have been met. The Authority makes no covenant with respect to taxation of interest on the County Bonds as a result of the inclusion of that interest in the "adjusted financial statement income" of "applicable corporations" (as defined in Sections 56A and 59(k), respectively, of the Tax Code).

Covenant 10. Inclusion of Chief Financial Officer of County on Distribution Lists. The Authority shall include the Chief Financial Officer of the County on the distribution list (i) for any series of superior securities and parity securities hereafter issued and, (ii) to the extent not otherwise included in clause (i), for any series of securities or other obligations hereafter issued that the Authority is obligated to repay pursuant to the LVVWD Bond Repayment Agreement. For purposes of this covenant, "distribution list" shall mean the electronic mail group consisting of Authority staff, financial advisors, and legal counsel involved in reviewing documents related to the issuance of the types of securities described in this covenant. Including the Chief Financial Officer of the County on any such distribution list shall not obligate the County to review any documents distributed by the Authority to the County in connection with the issuance of any such securities nor imply that the County has approved or endorsed the issuance of any such securities.

SECTION 47. Defeasance. When all Bond Requirements of any Bond have been duly paid, the pledge, the lien and all obligations hereunder as to that Bond shall thereby be discharged and the Bond shall no longer be deemed to be outstanding within the meaning of this Resolution. There shall be deemed to be such due payment when the Authority has placed in escrow or in trust with a trust bank located within or without the State, an amount sufficient (including the known minimum yield available for such purpose from Federal Securities in which such amount

may be initially invested wholly or in part) to meet all Bond Requirements of the Bond, as the same become due to the final maturity of the Bond, or upon any redemption date as of which the Authority shall have exercised or shall have obligated itself to exercise its prior redemption option. The Federal Securities shall become due before the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the Authority and the bank at the time of the creation of the escrow or trust, or the Federal Securities shall be subject to redemption at the option of the holders thereof to assure availability as needed to meet the schedule. For the purpose of this section "Federal Securities" shall include only Federal Securities which are not callable for redemption prior to their maturities except at the option of the owner thereof. When such defeasance is accomplished the Paying Agent shall mail written notice of the defeasance to the registered owners of the Bond at the addresses last shown on the registration records for the Bond maintained by the Registrar.

SECTION 48. Remedies for Enforcement. In addition to all other remedies provided by law or in equity, any registered owner of a Bond of the Authority, including a trustee for such registered owners, shall have the right, subject to any contractual limitation binding upon such registered owners or trustee, and subject to the prior or superior rights of others:

A. By mandamus or other suit, action or proceedings, at law or in equity, to enforce his or her right against the Authority and the Board, including the right to require the Authority and the Board to fix and collect rates and charges adequate to carry out any agreement as to, or pledge of, the revenues produced by such rates or charges, and to require the Authority and the Board to carry out any other covenants and agreements with the registered owners of the Bonds and to perform its and their duties pursuant to law.

B. By action or suit in equity to enjoin any acts or things which may be unlawful or a violation of the rights of the registered owners of the Bonds.

C. By action or suit in equity to require the Authority to act as if it were the trustee of an express trust for the registered owners of the Bonds.

D. By suit, action or proceeding in court exercising equitable jurisdiction to obtain the appointment of a receiver of the enterprise in which the Authority is engaged or any part or parts thereof, who may enter and take possession of such utility or any part or parts thereof, including all property, land, property rights, easements and other adjuncts of the utility, and such

receiver may operate and maintain the same, and collect and receive all revenues thereafter arising therefrom in the same manner as the Authority itself might do, and shall deposit all such moneys in a separate account or accounts and apply the same in accordance with the obligations of the Authority as the court shall direct,

provided, however, no registered owner of a Bond of the Authority, including a trustee for such registered owners, shall have the right to accelerate the principal of or interest on a Bond before its due date.

SECTION 49. Consents of Bondholders. No consent or notice to the registered owners of the Bonds is required for an amendment which cures any ambiguity, formal defect or omission herein, or which is not materially adverse to the Bondholders' interests, both as determined by the Authority, which determination is conclusive absent fraud or gross abuse of discretion. The consents of the registered owners of the Bonds provided for in the remainder of this Section and Sections 50 to 57 inclusive hereof shall relate solely to the amendment, waiver or modification of covenants and provisions specified herein except as provided in Section 56 hereof and in the first sentence of this section. Any act relating to the amendment, waiver or modification of any of the said covenants or provisions consented to by the registered owners of the Bonds owning at least fifty-one percent (51%) in aggregate principal amount of outstanding Bonds, exclusive of Bonds, if any, owned by the Authority, shall be binding upon the registered owners of all of the Bonds and shall not be deemed an infringement of any of the provisions of this Resolution, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after such consent relating to such specified matters has been given, no registered owner shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the Board or any officer of the Authority from taking any action pursuant thereto.

SECTION 50. Calling Bondholders' Meeting. If the Board shall desire to obtain any consent described in Section 49 hereof it shall duly adopt a resolution calling a meeting of the registered owners of the Bonds for the purpose of considering the action, the consent to which is desired.

SECTION 51. Notice of Meeting. Notice specifying the purpose, place, date and hour of such meeting shall be mailed by registered mail to each registered owner of the Bonds, such

mailing to be not less than 60 days and not more than 90 days prior to the date fixed for the meeting. Such notice shall set forth the nature of the proposed action, consent to which is desired. The place, date and hour of holding such meeting and the date of mailing such notice shall be determined by the Board, in its discretion. The actual receipt by any registered owner of notice of any such meeting shall not be a condition precedent to the holding of such meeting and failure to receive such notice shall not affect the validity of the proceedings thereat. A certificate by the Secretary, approved by resolution of the Board, that the meeting has been called and that notice thereof has been given as herein provided shall be conclusive as against all parties and it shall not be open to any registered owner to show that he or she failed to receive notice of such meeting.

SECTION 52. Voting Qualifications. The person in whose name a Bond is registered shall be conclusively deemed the owner thereof for the purpose of voting.

SECTION 53. Issuer-Owned Bonds. The Board covenants that it will present at the meeting a certificate, signed and verified by the Registrar and by the Treasurer, stating the maturities of all Bonds owned by, or held for account of, the Authority, directly or indirectly. No person shall be permitted at the meeting to vote or consent with respect to any Bond appearing upon such a certificate, or any Bond which it shall be established at or prior to the meeting is owned by the Authority, directly or indirectly, and no such Bond (in this Resolution referred to as a "issuer-owned Bond") shall be counted in determining whether a quorum is present at the meeting.

SECTION 54. Quorum and Procedure. A representation of at least fifty-one percent (51%) in aggregate principal amount of the Bonds then outstanding (exclusive of issuer-owned Bonds) shall be necessary to constitute a quorum at any meeting of the registered owners, but less than a quorum may adjourn the meeting, from time to time, and the meeting may be held as so adjourned without further notice, whether such adjournment shall have been had by a quorum or by less than a quorum. The Board shall, by an instrument in writing, appoint a temporary Chair of the meeting, and the meeting shall be organized by the election of a permanent Chair and a secretary. At any meeting each registered owner shall be entitled to one vote for every $5,000 principal amount of Bonds with respect to which he or she shall be entitled to vote as aforesaid, and such vote may be given in person or by proxy duly appointed by an instrument in writing presented at the meeting. The Board, by its duly authorized representative, may attend any meeting of the registered owners, but shall not be required to do so.

SECTION 55. Vote Required. At any such meeting held as aforesaid there shall be submitted for the consideration and action of the registered owners a statement of proposed action, consent to which is desired, and if such action shall be consented and approved by registered owners holding at least fifty-one percent (51%) in aggregate amount of the Bonds then outstanding (exclusive of issuer-owned Bonds) the Chair and the secretary of the meeting shall so certify in writing to the Board, and such certificate shall constitute complete evidence of consent of the registered owners under the provisions of this Resolution. A certificate signed and verified by the Chair and the secretary of any such meeting shall be conclusive evidence and the only competent evidence of matters stated in such certificate relating to proceedings taken at such meeting.

SECTION 56. Amendments Prohibited. Notwithstanding any provision to the contrary contained herein, no amendment to this Resolution shall permit, without the consent of the registered owners of all Bonds adversely affected thereby:

A. A change in the maturity or in the terms of redemption of the principal or any installment thereof of any outstanding Bond or any installment of interest thereon; or

B. A reduction in the principal amount of any Bond, redemption premium, if any, or the rate of interest thereon; or

C. reduction of the principal amount or percentages or otherwise affecting the description of Bonds the consent of the registered owners of which is required for any modification or amendment; or

D. The establishment of priorities as between Bonds issued and outstanding under the provisions of this Resolution; or

E. The modification of or otherwise materially and prejudicially affecting the rights or privileges of the registered owners of less than all of the Bonds then outstanding.

SECTION 57. Consent of All Owners. Notwithstanding anything contained in the foregoing provisions hereof, the terms and the provisions of this Resolution or of any instrument amendatory hereof or supplemental hereto and the rights and the obligations of the Authority and of the registered owners of the Bonds hereunder may be modified or amended in any respect upon the adoption by the Authority and upon the filing with the Secretary of an instrument to that effect and with the consent of the registered owners of all the then outstanding Bonds.

SECTION 58. Replacement of Registrar or Paying Agent. If the Registrar or Paying Agent initially appointed hereunder shall resign, or if the Board shall reasonably determine that the Registrar or Paying Agent has become incapable of performing its duties hereunder, the Board may, upon notice mailed to each registered owner of the Bonds at his or her address last shown on the registration records, appoint a successor Registrar or Paying Agent, or both. No resignation or dismissal of the Registrar or Paying Agent may take effect until a successor is appointed. It shall not be required that the same person or institution serve as both Registrar and Paying Agent hereunder, but the Authority shall have the right to have the same person or institution serve as both Registrar and Paying Agent.

Any successor corporation or association into which the Registrar or Paying Agent may be converted or merged, or with which they may be consolidated, or to which they may sell or transfer their corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer, to which they are a party, shall be and become the successor Registrar or Paying Agent under this Resolution, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything in this ordinance to the contrary notwithstanding.

SECTION 59. Delegated Powers. The officers of the Authority are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including, without limitation:

A. The printing of the Bonds;

B. The execution of such certificates as may be reasonably required by the Purchaser, relating, inter alia,

(1) the signing of the Bonds,

(2) the tenure and identity the officials of the Authority,

(3) the exemption of interest on the Bonds from federal income taxation,

(4) the delivery of the Bonds and the receipt of the Bond purchase price, and

(5) if it is in accordance with fact, the absence of litigation, pending or threatened, affecting the validity of the Bonds;

C. The completion and execution of the Certificate of the Treasurer;

D. The assembly and dissemination of financial and other information concerning the Authority and the Bonds.

SECTION 60. Continuing Disclosure Undertaking. The Authority covenants for the benefit of the holders and beneficial owners of the Bonds and the County Bonds to comply with the provisions of the final Continuing Disclosure Certificate in substantially the form now on file with the Treasurer, which is hereby authorized to be executed by the Treasurer and delivered in connection with the delivery of the Bonds.

SECTION 61. Resolution Irrepealable. After any of the Bonds are issued, this Resolution shall constitute an irrevocable contract between the Authority and the registered owners of the Bonds and shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled and discharged, as herein provided.

SECTION 62. Repealer. All resolutions, bylaws and orders, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, bylaw or order, or part hereof, heretofore repealed.

SECTION 63. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 64. Effective Date. This Resolution shall be effective upon its adoption.

INTRODUCED, ADOPTED AND APPROVED with the approval of each board member appointed by an SNWS purveyor member (as defined in the SNWS Operating Agreement) on this May 21, 2026.

[AUTHORITY SEAL]

Attest:

_____	_____
John J. Entsminger, Secretary Southern Nevada Water Authority	Marilyn Kirkpatrick, Chair Southern Nevada Water Authority

STATE OF NEVADA)
)
COUNTY OF CLARK) ss.
)
SOUTHERN NEVADA)
WATER AUTHORITY)

I, the duly chosen and qualified Secretary of the Southern Nevada Water Authority (the "Authority"), do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the Board of Directors of the Authority (the "Board") on May 21, 2026.

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

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

Those Voting Aye:	Marilyn Kirkpatrick Dan H. Stewart Scott Black Olivia Diaz James B. Gibson Justin Jones Steve Walton
Those Voting Nay:	_____
	_____
Those Abstaining:	_____
	_____
Those Absent :	_____
	_____

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

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

working days in advance of the meeting on the Authority's website, the State of Nevada's official website and at the Board's office are attached as Exhibit A.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Southern Nevada Water Authority in Clark County, Nevada, this May 21, 2026.

_____

John J. Entsminger, Secretary
Southern Nevada Water Authority

Exhibit A

(Attach Copy of Notice of Meeting)

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

May 21, 2026

Subject:
Fiscal Year 2025/26 Budget Augmentation Resolution

Petitioner:
Paul Johnson, Chief Financial Officer

Recommendations:
That the Board of Directors adopt a resolution authorizing an augmentation to the Fiscal Year 2025/26 Capital Budget, for fiscal year ending June 30, 2026, to appropriate resources in the amount of $75,000,000, and for the purpose set forth therein.

Fiscal Impact:
If the above recommendation is approved, the Authority will appropriate funds for capital expenditures from existing reserves in the amount of $75,000,000.

Background:
Nevada Revised Statutes Section (NRS) 354.598005 states that a local government may augment its budget if anticipated resources available during a budget period may exceed those originally estimated during the budget process. A budget augmentation increases appropriations of a fund with the express intent of employing previously unbudgeted resources for carrying out the increased appropriations.

During the current fiscal year, progress on planned capital projects exceeded budgeted assumptions, resulting in capital expenditures that are expected to surpass amounts appropriated in the Capital Budget. Accordingly, the Authority seeks to augment its Capital Budget for the fiscal year ending June 30, 2026, to provide additional appropriation authority for those planned capital expenditures. The augmentation amounts are provided in the attached Resolution to Augment the 2025/26 Budget (Resolution). The augmentation will be effective upon adoption and execution of the Resolution and will be reported in the next quarterly economic survey.

This action is authorized pursuant to NRS 354.598005 and Section 22 of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the resolution.

JJE:PJ:BG:LR:MH:kn
Attachment: Resolution to Augment the 2025/26 Budget

AGENDA ITEM # 10

Southern Nevada Water Authority

Resolution to Augment the 2025/26 Budget

WHEREAS, Nevada Revised Statute (NRS) 354.598005 provides that a local government may augment its budget if anticipated resources available during a budget period may exceed those estimated;

WHEREAS, NRS 354.493 defines a "Budget augmentation" as a procedure for increasing appropriations of a fund with the express intent of employing previously unbudgeted resources of the fund for carrying out the increased appropriations;

WHEREAS, according to NRS 354.598005(1)(b), a budget augmentation requires approval by a resolution of a majority of the Board of Directors of the Southern Nevada Water Authority;

WHEREAS, the Authority desires to augment its Capital Budget within its enterprise fund for Fiscal Year Ending June 30, 2026 ("2025/26 Budget"), to include additional expenditures and related resources; and

NOW, THEREFORE, BE IT RESOLVED THAT the Authority hereby augments and adjusts its 2025/26 Budget by an increase of $75,000,000 to reflect changes in appropriations as shown in the Sources and Uses schedule below. This augmentation shall be effective upon adoption and execution of this resolution, and shall be included in the next quarterly report in accordance with NRS 354.598005(4):

Description	Budget 2025/26	Augmentation	Augmented Budget 2025/26
Sources			
Grant Funds	$ 67,495,500	$0	$ 67,495,500
Transfers from reserves	361,184,327	$ 75,000,000	436,184,327
Total Sources	**$ 428,679,827**	**$ 75,000,000**	**$ 503,679,827**
Uses			
Capital Expenditures	$ 424,619,315	$ 75,000,000	$ 499,619,315
Other Uses	4,060,512	$0	4,060,512
Total Uses	**$428,679,827**	**$ 75,000,000**	**$503,679,827**

INTRODUCED, ADOPTED AND APPROVED with the approval of a majority vote of the Board of Directors of the Southern Nevada Water Authority on this May 21, 2026.

[AUTHORITY SEAL]

Attest:

_____	_____
John J. Entsminger, Secretary Southern Nevada Water Authority	Marilyn Kirkpatrick, Chair Southern Nevada Water Authority

STATE OF NEVADA)
)
COUNTY OF CLARK) ss.
)
SOUTHERN NEVADA)
WATER AUTHORITY)

I, the duly chosen and qualified Secretary of the Southern Nevada Water Authority (the "Authority"), do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the Board of Directors of the Authority (the "Board") on May 21, 2026.

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

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

Those Voting Aye:	Marilyn Kirkpatrick Dan H. Stewart Scott Black Olivia Diaz James B. Gibson Justin Jones Steve Walton
Those Voting Nay:	_____
Those Abstaining:	_____
Those Absent :	_____

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

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

working days in advance of the meeting on the Authority's website, the State of Nevada's official website and at the Board's office are attached as Exhibit A.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Southern Nevada Water Authority in Clark County, Nevada, this May 21, 2026.

_____

John J. Entsminger, Secretary
Southern Nevada Water Authority

Exhibit A

(Attach Copy of Notice of Meeting)

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

May 21, 2026

Subject:
Conduct Public Hearing and Adopt Budget

Petitioner:
John J. Entsminger, General Manager

Recommendations:
That the Board of Directors conduct a public hearing on the Tentative Budget for the Authority and adopt a final budget for Fiscal Year 2026/27.

Fiscal Impact:
The approval of a final budget will establish revenue and expenditure levels for the Authority for Fiscal Year 2026/27.

Background:
Pursuant to NRS 354.596, the Authority filed its 2026/27 tentative budget (Tentative Budget) with the State of Nevada Department of Taxation on or before April 15, 2026. The Tentative Budget has been reviewed by the Department of Taxation (State) for compliance with state statutes, regulations, and guidelines. A delineation of budget components was provided to the Board of Directors in General Manager's Information Report Number 48. The Board conducted a public workshop on the Tentative Budget on April 16, 2026.

NRS 354.596(4) requires that the Board conduct a public hearing on the Tentative Budget not sooner than the third Monday in May, and not later than the last day in May. The public hearing is scheduled for May 21, 2026. Notice of this public hearing has been published in the *Las Vegas Review-Journal* in accordance with NRS 354.596(3).

NRS 354.598 requires that, upon completion of the public hearing, the Board adopt a final budget for the Authority not later than June 1, 2026, and transmit it to the State.

The Board is being asked to conduct a public hearing on the Authority's Tentative Budget and adopt the Authority's Fiscal Year 2026/27 final budget. All persons are invited to be heard at the public hearing. Pursuant to Section 18(d) of the SNWA 1995 Amended Cooperative Agreement (Cooperative Agreement), adoption of the Final Budget requires an affirmative vote of two-thirds of all board members.

This action is authorized pursuant to NRS 354.596, NRS 354.598, and Section 22 of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this agenda item.

JJE:PJ:MSH:LR:kn
Attachment: Fiscal Year 2026/27 Tentative Budget

AGENDA ITEM # 11

DRAFT

SOUTHERN NEVADA WATER AUTHORITY®

OPERATING & CAPITAL BUDGET 2027

FISCAL YEAR ENDING JUNE 30, 2027

DRAFT

ON THE COVER

The Southern Nevada Water Authority rebated over 15.3 million square feet of turf replaced with water-smart landscaping throughout the Las Vegas Valley in 2024, as well as incentivized the planting of over 5,000 trees, which equates to over 2 million square feet of shade to help combat the urban heat island effect in our community. Businesses, such as Hughes Business Park (pictured), are replacing decorative grass with water-smart landscaping in compliance with a state law that prohibits the use of Colorado River water, beginning in 2027, to irrigate decorative grass found in streetscapes, medians, parking lots, traffic circles and other areas not used for recreation.

DRAFT

Southern Nevada Water Authority

Operating & Capital Budget
Fiscal Year Ending June 30, 2027

SOUTHERN NEVADA WATER AUTHORITY™

Board of Directors

Marilyn Kirkpatrick, Chair, Clark County Commissioner
(representing Las Vegas Valley Water District)
Dan Stewart, Vice Chair, City of Henderson Councilman
Steve Walton, City of Boulder City Councilman
Scott Black, City of North Las Vegas Councilman
Olivia Diaz, City of Las Vegas Councilwoman
James Gibson, Clark County Commissioner
(representing Big Bend Water District)
Justin Jones, Clark County Commissioner
(representing Clark County Water Reclamation District)

John J. Entsminger
General Manager

Paul Johnson
Chief Financial Officer

Mariliese S. Horsewood
Director of Finance/Controller

Prepared by the Finance Department
1001 South Valley View Blvd., Las Vegas, Nevada 89153
702-870-2011 www.snwa.com

DRAFT

Note of Appreciation

The Finance leadership team extends its sincere gratitude and appreciation to the Finance department staff, along with team members from other departments, for their dedicated contributions to the preparation of the 2026-27 budget document. Their continued commitment, collaboration, and efforts remain essential in achieving this milestone.

CERTIFICATE OF ACHIEVEMENT

The Government Finance Officers Association of the United States and Canada (GFOA) presented an award of Distinguished Presentation to the **Southern Nevada Water Authority (SNWA) for its annual budget for the fiscal year beginning July 1, 2025**.

In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as an operations guide, as a financial plan and as a communication device.

The award is valid for a period of one year only. The SNWA believes our current budget continues to conform to program requirements, and we are submitting it to the GFOA to determine its eligibility for another award.

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

Southern Nevada Water Authority

For the Fiscal Year Beginning

July 01, 2025

Christopher P. Morrill

Executive Director

Table of Contents

Fiscal Year Ending June 30, 2027

DRAFT

Section 1: General Manager's Information Report
- Executive Summary ... 1 - 11
- Drought and Water Resources ... 1 - 12
- Conservation ... 1 - 13
- Major Construction and Capital Plan (MCCP) ... 1 - 15
- Financial Consideration/Capital Funding ... 1 - 17
- Financial Summary ... 1 - 18
- Approval ... 1 - 20

Section 2: Introduction and Strategic Plan
- Introduction ... 2 - 22
  - Purpose and Powers ... 2 - 22
  - Transfer Act ... 2 - 22
  - Intergovernmental Relationships ... 2 - 23
  - Organizational Structure ... 2 - 24
- Strategic Plan ... 2 - 26
  - Strategic Plan Background ... 2 - 26
  - Strategic Plan and Budget Plan Preparation ... 2 - 26
  - Visions-Mission-Goals ... 2 - 27
  - Strategic Plan Strategies ... 2 - 28
  - Performance Measures ... 2 - 29
- Financial Structure and Controls ... 2 - 30
  - Summary of Significant Fiscal Policies and Procedures ... 2 - 30
  - Financial Controls and Guidelines ... 2 - 35
  - Capital Project Structure and Controls ... 2 - 35
  - Budget Controls and Process ... 2 - 36
    - Basis of Accounting ... 2 - 36
    - Budgetary Controls ... 2 - 36
    - Budget Process ... 2 - 37
    - Budget Augmentation ... 2 - 37
    - Budget Calendar ... 2 - 38

Section 3: Operating and Capital Budget Plan
- Operating Budget Summary ... 3 - 42
- Operating Sources ... 3 - 43
- Operating Uses ... 3 - 48
- Capital Budget Summary ... 3 - 51
- Capital Sources ... 3 - 51
- Capital Uses ... 3 - 52
- Forecast ... 3 - 54
- Summary of Sources and Uses of Funds and Changes in Net Assets ... 3 - 55
- Sub Funds ... 3 - 57

DRAFT

Section 4: State of Nevada Budget Documents
- State of Nevada, Department of Taxation, Budget Submittal ... 4 - 59
- Budget Document Index ... 4 - 60
- Schedule S-2: Statistical Data ... 4 - 61
- Schedule A-2: Proprietary Funds ... 4 - 62
- Schedule F-1: Enterprise Fund - Revenues, Expenses and Net Position ... 4 - 63
- Schedule F-2: Enterprise Fund - Statement of Cash Flows ... 4 - 64
- Schedule C-1: Indebtedness ... 4 - 65
- Schedule 30: Lobbying Expense Estimate ... 4 - 66
- Schedule 31: Schedule of Existing Contracts ... 4 - 67
- Schedule 32: Schedule of Privatization Contracts ... 4 - 68
- Affidavit of Publication ... 4 - 69
- Letter of Compliance ... 4 - 71

Section 5: Department Budgets
- Summary of Department Expenditures ... 5 - 73
- Executive Management ... 5 - 74
- Legal Services ... 5 - 79
- Finance ... 5 - 85
- Energy Management ... 5 - 90
- Risk Management ... 5 - 95
- Customer Care & Field Services ... 5 - ##
- Engineering ... 5 - 100
- Infrastructure Management ... 5 - 105
- Operations ... 5 - 111
- Human Resources ... 5 - ##
- Information Technology ... 5 - 115
- Environmental, Health, Safety & Corporate Security ... 5 - 121
- Water Quality & Treatment ... 5 - 130
- Water Resources ... 5 - 136
- Public Services ... 5 - 143

Section 6: Capital Plans
- Capital Budget ... 6 - 149
- Major Construction and Capital Plan 2020 ... 6 - 155

DRAFT

Section 7: Statistical Information
- Demographic Statistics ... 7 - 181
- Top Ten Employers ... 7 - 182
- Residential Real Estate ... 7 - 183
- Secured Tax Roll ... 7 - 184
- Temperature & Rainfall ... 7 - 185
- Charts: Average Rainfall and Comparison of Lake Elevations ... 7 - 186

Section 8: Debt Management Policy
- Introduction ... 8 - 189
- Affordability of Debt ... 8 - 191
  - Issued by the Las Vegas Valley Water District ... 8 - 191
  - Issued by the Clark Count, Nevada ... 8 - 193
  - Issued by the State of Nevada ... 8 - 194
  - Issued by the Southern Nevada Water Authority ... 8 - 195
- Debt Capacity ... 8 - 195
- Debt Comparison (per capita and assessed valuation) ... 8 - 196
- Policy Statement for Sale of Debt ... 8 - 196
- Operation Costs and Revenue Sources for Projects in Major Construction and Capital Plan ... 8 - 201
- Miscellaneous Items ... 8 - 201
- Chief Financial Officer ... 8 - 204
- Appendix ... 8 - 205

Section 9: Financial Policies
- Reserve Policy ... 9 - 216
- Investment Policy ... 9 - 218
- Capitalization Policy ... 9 - 244

Section 10: Glossary
- Glossary ... 10 - 254

SECTION 1

GENERAL MANAGER'S INFORMATION REPORT

Executive Summary ..... 1 - 11
Drought and Water Resources ..... 1 - 12
Conservation ..... 1 - 13
Major Construction and Capital Plan (MCCP) ..... 1 - 15
Financial Consideration/Capital Funding ..... 1 - 17
Financial Summary ..... 1 - 18
Approval ..... 1 - 20

SOUTHERN NEVADA WATER AUTHORITY™

SOUTHERN NEVADA WATER AUTHORITY
GENERAL MANAGER'S INFORMATION REPORT

DRAFT

DATE: April 15, 2026 No. 48

SUBJECT: SOUTHERN NEVADA WATER AUTHORITY
PROPOSED OPERATING AND CAPITAL BUDGET FOR FISCAL YEAR 2026-27

The Tentative Operating and Capital Budget of the Southern Nevada Water Authority (SNWA) for fiscal year 2026-27 was submitted by April 15, 2026, to the State of Nevada Department of Taxation in accordance with NRS 354.596.

Executive Summary

Hydrologic conditions throughout the Colorado River Basin entering fiscal year 2026-27 reflect a persistently stressed river system, with overall snowfall and runoff remaining below historical averages. Ongoing drought conditions have resulted in significant water level declines, with combined water storage in Lakes Mead and Powell at approximately 29 percent of capacity. Although these conditions vary slightly from year-to-year, they underscore the need for disciplined, long-term water-resource management across the Basin.

Southern Nevada's overall water use in 2025 remained below that of recent years, supported by strong community participation in conservation programs that reduced consumptive use of Colorado River water. Sustained conservation is essential to achieving long-term resource goals, adapting to hydrologic variability, and maintaining operational flexibility within a stressed river system. The fiscal year 2026-27 tentative budget sustains investments in landscape transformation, compliance activities, and efficiency initiatives that support ongoing conservation progress.

As the community continually develops and diversifies economically, meeting future water needs requires strategic and timely investments in system infrastructure. In fiscal year 2026-27, the SNWA continues advancing major construction and system-capacity projects designed to support new demand, enhance operational flexibility, and strengthen long-term reliability. Key initiatives include continued work on the Horizon Lateral, which will increase system redundancy and improve water-delivery reliability to the southern portions of the valley, and the development of the Garnet Valley water and wastewater systems, which will extend critical infrastructure to support planned growth in the northeast Las Vegas Valley. Collectively, these projects strengthen the regional water system's ability to meet emerging demand while maintaining resilience under evolving hydrologic conditions.

At the regional level, the SNWA remains actively engaged with the other Basin States and federal partners in negotiations to establish the post-2026 Colorado River operating guidelines. These discussions are critical to establishing a durable and equitable management framework that supports long-term system stability and reliable water supplies.

The fiscal year 2026-27 tentative budget reflects a balanced approach that reinforces conservation, advances essential infrastructure, and supports regional collaboration to secure Southern Nevada's water future.

This integrated approach aligns financial planning, infrastructure investment, and conservation strategy to maintain long-term system reliability under increasing hydrologic uncertainty.

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Drought and Water Resources

The Colorado River Basin continues to experience prolonged and significant hydrologic challenges. Over the past two decades, warmer temperatures, reduced snowpack, and diminished runoff have produced the lowest 25-year period of inflows on record and substantial reductions in storage at Lake Mead and Lake Powell. These trends are expected to persist as climate projections indicate a warmer, drier future with lower runoff and increased variability in water supply. In response, the Lower Basin states have implemented near-term conservation actions through 2026 to help stabilize reservoir elevations, while working with federal and state partners to develop new operational guidelines for the post-2026 period. The outcomes of these negotiations will shape future management approaches and influence the availability of Colorado River supplies, including those available to Nevada.

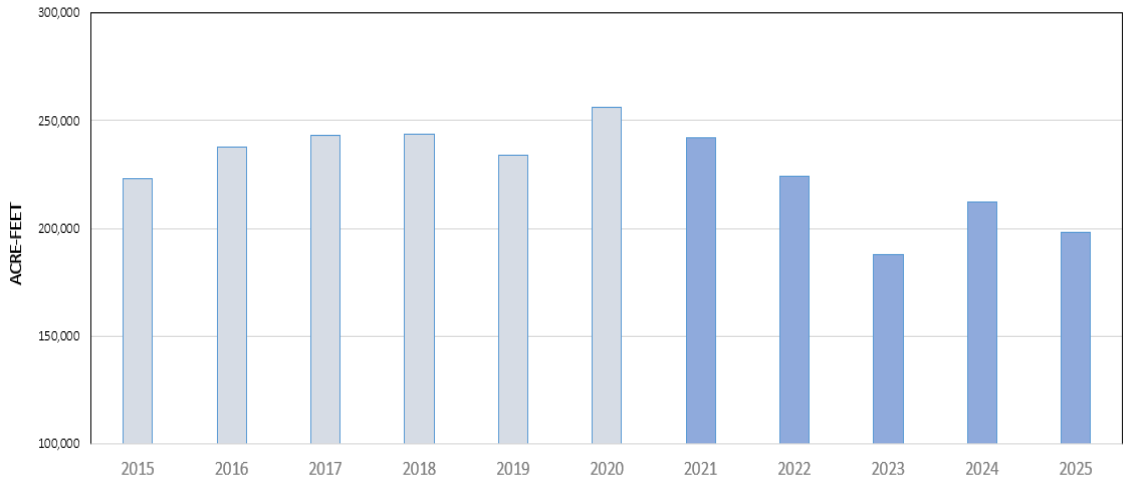
Amid this uncertainty, the SNWA evaluates a broad range of future supply and demand conditions in its long-term resource planning. This includes assessing potential shortage reductions, fluctuations in population growth, and the central role of conservation in reducing demand. Scenario-based analysis guides adaptive management strategies that emphasize continued conservation progress and investments in infrastructure to maintain access to Colorado River supplies during periods of low reservoir elevations. As long-term hydrologic projections indicate continued challenges and regional demands are expected to increase, sustained conservation, close coordination with local jurisdictions, and ongoing collaboration with Colorado River partners remain essential to ensuring a reliable water supply for Southern Nevada in the decades ahead.

August 2025 24-Month Study

The U.S. Bureau of Reclamation's August 2025 24-month study projected Lake Mead's elevation to range between 1,050 and 1,075 feet on January 1, 2026, meaning the Tier 1 shortage will remain in place throughout 2026. Under this designation, Nevada's annual Colorado River allocation is reduced by 21,000 acre-feet.

Southern Nevada used approximately 198,000 acre-feet of Colorado River water in 2025, reflecting a decrease of more than 14,000 acre-feet from 2024 and well below any Colorado River water supply reduction that may occur under existing rules. However, future reductions in Colorado River water use —necessary to achieve the appropriate protection volume—have not yet been defined and may result in significant additional limitations on local supplies.

Colorado River Consumptive Use



2026 Water Resource Plan

In November 2025, the SNWA Board of Directors adopted an updated Water Resource Plan for 2026. The 2026 Plan reinforces conservation as the primary strategy for extending Colorado River supplies and deferring the need for additional resource development. By emphasizing continued progress toward the community's conservation goal, the updated plan focuses on maintaining coordinated operations and efficiencies that help limit customer impacts. It also accounts for ongoing Colorado River negotiations and will incorporate future adjustments as reductions for Basin states become more clearly defined.

The updated plan also continues to build on Southern Nevada's strong foundation of planning, conservation, and infrastructure while preparing for the challenges posed by the impacts of climate change, growth, and hydrologic uncertainty. It highlights the importance of minimizing consumptive water use in new development, strengthening partnerships that support conservation and water banking, and advancing temporary and future resource options when needed. In addition, the plan emphasizes the value of planning across a range of future conditions and working with local and regional partners on initiatives—such as climate resilience and urban heat mitigation—that help ensure a long-term reliable water supply.

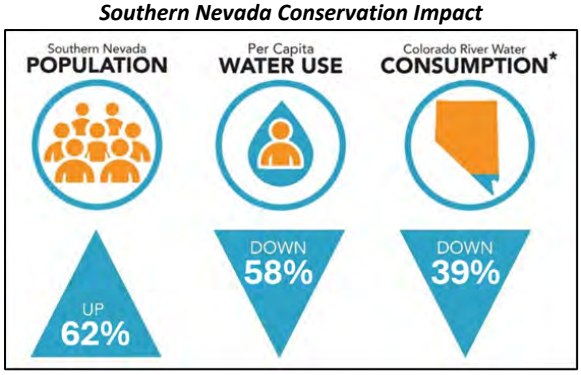
Post-2026 Negotiations

The 2007 Colorado River Interim Guidelines for Lower Basin Shortages and the Coordinated Operations for Lake Powell and Lake Mead are set to expire at the end of 2026. As that date approaches, the SNWA remains actively engaged in discussions with the other basin states and federal government to develop new operating guidelines to be implemented beginning in 2027. Generally, the states are contemplating additional conservation measures to reduce water use, as well as strategies to protect the stability and sustainability of the Colorado River system. While it is currently unclear which specific actions may be taken, they are sure to affect Lower Basin state water supplies, including Nevada's.

Conservation

For decades, the SNWA and its member agencies have maintained a long-standing commitment to maximizing existing water supplies by reducing overall community demand. Since adopting its first conservation plan in 1995, the community has continued to strengthen its policies, programs, and long-term goals—consistently achieving significant reductions in per-capita water use. These efforts have become increasingly critical as continued poor hydrology and the impacts of climate change introduce greater uncertainty for Southern Nevada's long-term water resources. In response to these pressures, the SNWA Board of Directors adopted an updated conservation goal in 2021 to further guide the community's progress and ensure a balanced relationship between supply and demand.

Southern Nevada Conservation Impact



Ongoing conservation initiatives include a broad range of actions developed through IRPAC 2020 recommendations and the SNWA's strategic planning efforts. Many of these measures are already being implemented, helping counter the combined impacts of a warming climate, aging infrastructure, and anticipated demand growth. Continued progress will require strong collaboration with member agencies and sustained community participation.

Water Smart Landscapes Rebate Program

Participation in the Water Smart Landscapes (WSL) Program continues to yield significant water savings for Southern Nevada. In 2025, residents and businesses combined to convert 10.8 million square feet of turf. With these recent achievements, it is estimated that nearly 14 billion gallons of water are being saved each year as a result of residential and commercial landscape conversions.

The SNWA currently offers a rebate of $5 for every square foot of turf removed through the program. To further encourage participation in the program, Las Vegas Valley Water District customers can receive an additional $2 per square foot, and City of Henderson customers can receive an additional flat rebate of $575.

Water Smart Landscapes Turf Removal by Sector

Sector	Turf Removed(Sq. Ft.)
Single-Family Residential	5,184,620
Multi-Family/HOA	2,870,357
Commercial/Industrial	1,989,032
Golf Course	760,642
TOTAL	**10,804,651**

Tree Enhancement Program

In 2023, the SNWA implemented a Tree Enhancement Program to encourage participants to increase tree canopy coverage and further reduce the amount of exposed surface area in landscape conversions. The incentive is applied to WSL program enrollments and provides a rebate of $100 per tree for all new trees that meet program requirements. In 2025, WSL Program participants installed more than 2,600 new trees, which will create approximately 1.1 million square feet of new canopy at maturity. Additionally, more than 1,330 trees were installed in high-heat, low-income areas, through a partnership with ImpactNV, a nonprofit organization that fosters collaboration between Nevada's public and private entities to drive sustainable practices and positive impact across the state.

Water Efficient Technologies Program

The Water Efficient Technologies (WET) Program saw continued success in 2025, with 55 projects completed, including notable projects such as a hybrid cooling project and a cooling tower drift elimination project at the Bellagio Resort estimated to save approximately 11.5 million gallons and the conversion of a water-cooled air-conditioning system to a conventional air conditioning system at Bank of America, saving approximately 6.3 million gallons annually.

Since the inception of the WET Program, an estimated 2.2 billion gallons of water have been saved each year.

Septic Conversion Program

In 2024, the SNWA continued its efforts to encourage septic system users to connect to the municipal sewer system, improving groundwater quality and increasing return flow credits. This initiative is supported through two programs:

Partially Funded Conversion Program. Launched in September 2023, this program provides an 85 percent reimbursement (up to $40,000) for residential and commercial property owners who convert from septic to sewer. Current well users are also eligible to participate in the program. Since its inception, the program has received 552 applications, completed 57 conversions, and reimbursed $1.9 million in costs.

Fully Funded Conversion Program. In collaboration with regional wastewater agencies, the SNWA is identifying clusters of homes for full septic-to-sewer conversions based on factors such as groundwater concerns, proximity to sewer mains, and engineering feasibility. Property owners selected for this program will have their conversions fully covered through SNWA-managed contractors at no cost. Funding includes a $13.5 million grant portfolio from the Environmental Protection Agency (EPA), Bureau of Reclamation, and Nevada Department of Conservation and Natural Resources. Since the program began, 94 conversions have been completed and approximately 100 more conversions are planned.

Major Construction and Capital Plan (MCCP)

The Major Construction and Capital Plan (MCCP) serves as the SNWA's framework for identifying and authorizing capital projects required to maintain a reliable regional water system. With significant construction activity currently underway—and more planned—the MCCP outlines the wide range of projects needed to expand system capacity, strengthen redundancy, and upgrade aging infrastructure. These efforts include water resource development, major system-expansion projects, and the construction, repair, and replacement of critical facilities across the valley.

Funding for MCCP projects comes from a combination of the SNWA's bond proceeds, revenue generated through water charges, connection charges, sales tax proceeds, and, when available, funds from the Southern Nevada Public Land Management Act. The following section provides updates on key projects that reflect the accelerating pace of construction and long-term investment in Southern Nevada's water infrastructure.

Horizon Lateral

The Horizon Lateral remains the largest project in the MCCP and will provide redundancy and capacity to meet long-term demands in the southern portion of the valley. Key design milestones are advancing across multiple components. The Paradise Hills Pipeline and Pumping Station are nearly fully designed. Additional elements—including the Fayle and Rice Pipelines and Pumping Stations, the South Boulevard Interconnect, and the Horizon Reservoir—continue to move through 60- to 90-percent design, with right-of-way coordination and utility locating already in progress. The current overall program budget for the Horizon Lateral is $2.7 billion.

Garnet Valley Water Transmission System

The Apex Industrial Park is located in Garnet Valley in North Las Vegas and is one of Southern Nevada's largest industrial parks. The 16-parcel area spans more than 11,000 acres and is attracting technology-

and manufacturing-based businesses. Once complete, the Garnet Valley Water System will have the capacity to supply 20 million gallons of water per day to support the water needs of the Apex Industrial Park.

Significant progress continues on the water transmission system that will support long-term development in Garnet Valley. The City of North Las Vegas' 24-inch transmission pipeline is scheduled for substantial completion in April 2026, while the SNWA's transmission pipeline and the 2920 Pump Station remain on track for completion in 2027. Reservoir construction is anticipated to conclude in early 2028, pending final schedule confirmations. The current project budget is $400 million.

Garnet Valley Wastewater System

Construction of the Garnet Valley Wastewater System will help ensure the sustainable development of resources and reduce water demand impacts on the Colorado River. The project will maximize the community's water resources by developing the infrastructure required to capture indoor wastewater from the Garnet Valley area and return it to Lake Mead in accordance with the SNWA's out-of-valley water use policy.

The wastewater system is comprised of three major components. The out-of-valley system is estimated to begin construction in 2025. The other components are the two phases of the in-valley wastewater collection systems, known as Las Vegas Boulevard Interceptor Phase 1A and Phase 1B. Key components of the Las Vegas Boulevard Interceptor have been completed, with additional waterlines and out-of-valley facilities under construction and scheduled through 2027. The program's current budget is $480 million.

Large Scale Solar Photovoltaic (PV) Project

The SNWA has entered into a 25-year Power Purchase Agreement (PPA) with Boulder Flats Solar, LLC, who will build, own, operate, and maintain a large-scale solar PV facility near Boulder City, Nevada. The PPA allows the SNWA to purchase renewable power when the facility becomes operational in 2027 and throughout the span of the agreement. In addition to the PPA, the project consists of a 10-mile expansion and asset addition to the SNWA's existing power transmission system, a double-circuit 230 kV power line, 230 kV Switchyard, and other infrastructure to support energy transmission.

This project ensures a clean, cost-effective renewable energy source for the next 25 years and is essential for meeting the Nevada Renewable Portfolio Standard of 50 percent by 2030. Construction of the transmission line expansion has begun, and construction of the Solar PV project is expected to commence in 2026, with commercial operations beginning in 2027. The SNWA estimated capital cost of this project is $27 million.

Ozone Equipment Upgrades

Ozone equipment upgrades continue at the River Mountains and Alfred Merritt Smith Water Treatment Facilities (AMSWTF). Procurement for new ozone generators and valves has been completed, and construction was awarded in 2025. Shutdown season work at the River Mountains facility was completed in November 2025, and work at AMSWTF is scheduled for late 2025. Combined construction costs total approximately $92 million.

Stage 2 Reliability Upgrades Project

This project consists of a new 90 MGD Monthill Pumping Station co-located on the south side of the Las Vegas Valley Water District Campbell Reservoir, and a pipeline to ultimately connect the Whitney Lateral with the Pittman Lateral. This project also includes pump additions to the existing Lamb and Sloan Pumping Stations. The pumping station and interconnection will provide reliability and redundancy if the Hacienda Pumping Station needs to be taken offline because of failure or scheduled maintenance.

Design work for this project is progressing, with revised 100-percent plans for the Monthill Pumping Station, pipeline, and power substation now under agency review. Construction of the offsite pipeline is scheduled to begin in June 2026, with pumping station completion anticipated in October 2029. Equipment procurement and construction activities are proceeding for the Sloan and Lamb Pump Station expansions. Pump and motor deliveries began in January 2026, with construction commencing in May 2026.

The overall estimated cost of this project is $418 million and is on schedule to meet design completion in 2025.

Financial Considerations/Capital Funding

The SNWA maintains a diversified funding approach, which includes Wholesale Delivery Charges, Connection Charges, grant funding and Sales Tax Proceeds. Prudent management of these revenue sources, combined with disciplined long-term financial planning, sustains the organization's financial stability.

Grant Funding

The SNWA carefully evaluates the financial impacts that projects and initiatives can have on customers and stakeholders. To mitigate these costs, staff actively monitors state and federal grant funding opportunities, as well as Nevada State Revolving Fund (SRF) money that may be available to support organizational programs and projects. Over the past fiscal year, the SNWA has been awarded grant funding to help offset costs related to wastewater surveillance and habitat restoration.

Reserve Policy

A responsible reserve policy ensures the SNWA can withstand potential unanticipated expenditures and maintain positive credit ratings.

The SNWA's reserve policy includes the following components:
1. Adequate reserves to fund 180 days of operating and maintenance expenses
2. Adequate reserves to fund one year of the maximum annual debt service
3. Adequate reserves to fund a one-year average of future capital needs
4. Adequate reserves to fund one percent of assets subject to depreciation

During the past fiscal year, the SNWA met and exceeded its established unrestricted reserve target, representing a key benchmark in the organization's financial health. To the extent actual balances exceed the unrestricted reserve target, management will assess opportunities to redeem existing debt or delay timing of projected issuances.

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Financial Summary

The following section summarizes the SNWA's operating and capital sources and uses of funds for fiscal years 2024-25, 2025-26 and 2026-27, highlighting key revenue trends and funding priorities that support ongoing operations and long-term capital investment.

Operating Budget Summary

	Actual 2024-25	Budget 2025-26	Budget 2026-27	Budget-to-Budget Variance $	Budget-to-Budget Variance %
SOURCES					
Wholesale delivery charge	$ 177,817,478	$ 174,955,074	$ 181,541,987	$ 6,586,913	4 %
Infrastructure charge	223,136,944	241,943,394	246,057,464	4,114,070	2 %
Commodity charge	89,491,534	88,365,264	92,034,469	3,669,205	4 %
Connection charge	85,634,704	89,869,133	85,153,708	(4,715,425)	(5)%
Reliability surcharge	7,425,414	7,592,788	7,866,156	273,368	4 %
Sales tax	97,593,340	102,586,921	99,239,491	(3,347,430)	(3)%
Investment income	83,018,938	14,420,535	19,513,387	5,092,852	35 %
Other sources	14,659,045	9,976,001	9,964,248	(11,753)	— %
SNWA Sources	778,777,397	729,709,110	741,370,910	11,661,800	2 %
USES					
Water resource investments	7,099,038	29,825,969	29,643,969	(182,000)	(1)%
Energy	50,128,479	63,025,277	63,029,579	4,302	— %
Salaries and benefits	90,922,175	115,810,007	120,313,322	4,503,315	4 %
Operating expenses	88,000,700	95,514,098	121,591,633	26,077,535	27 %
Lease/SBITAs amortization	1,110,217	1,266,251	822,169	(444,082)	(35)%
Debt service	278,826,128	305,136,838	268,700,905	(36,435,933)	(2)%
Other uses	2,430,801	1,752,124	1,836,212	84,088	5 %
Transfers to reserves	260,259,860	117,378,547	135,433,122	18,054,575	15 %
SNWA Uses	$ 778,777,397	$ 729,709,110	$ 741,370,910	$ 11,661,800	2 %

Operating Sources

The fiscal year 2026-27 tentative budget's operating sources of funds are projected to be $741.4 million, or a two percent increase as compared to the 2025-26 Adopted Budget Plan. The increase as compared to the 2025-26 Adopted Budget Plan is primarily attributable to increases in commodity and infrastructure charge, both driven by growth in services.

The Wholesale Delivery Charge is budgeted to increase $6.6 million, or four percent, as compared to the 2025-26 Adopted Budget Plan, due to the 3.0 percent rate increase plus higher volumes projected. The increase in the Infrastructure Charge is primarily due to the IRPAC 2020 recommended, and subsequently Board adopted, rate adjustments. With the Infrastructure Charge being the largest revenue component, the SNWA's sources of funds have experienced increased stability over the past number of years. The Connection Charge is budgeted to decrease by $4.7 million compared to the 2025-26 Adopted Budget Plan.

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Operating Uses

The fiscal year 2026-27 tentative budget's operating uses of funds are projected to be $741.4 million, a two percent increase compared to the 2025-26 Adopted Budget Plan.

Water resource investments are budgeted to decrease $0.2 million, due to updated projections for conservation and water resource initiatives. Energy costs are projected to be flat with transmission system improvements and Boulder Flats Solar expenses. Salaries and benefits are anticipated to increase by $4.5 million, or four percent.

Non-payroll operating expenses are projected to increase by $26.1 million, or 27 percent due to increased cost for insurance premiums, septic conversions, applications and subscription expenses, and conservation programs. Debt service is anticipated to decrease by $36.4 million, compared to 2025-26, largely due refunding of bonds. Transfers to reserves are expected with operating sources for fiscal year 2026-27 exceeding operating uses.

Capital Budget Summary

	Actual 2024-25	Budget 2025-26	Budget 2026-27	Budget-to-Budget Variance $	Budget-to-Budget Variance %
SOURCES					
Grant funds	$ 56,242,881	$ 67,495,500	$ 78,983,620	$ 11,488,120	17 %
Debt issuance proceeds	472,100,000	—	512,102,701	512,102,701	**
Other sources	658,046	—	31,001,108	31,001,108	**
Transfers from reserves	—	361,184,327	83,226,066	(277,958,261)	(77)%
Total Sources	529,000,927	428,679,827	705,313,495	276,633,668	65 %
USES					
Capital expenditures	209,658,471	424,619,315	702,965,495	278,346,180	66 %
Other uses	—	4,060,512	2,348,000	(1,712,512)	(42)%
Transfers to reserves	319,342,456	—	—	—	**
Total Uses	$ 529,000,927	$ 428,679,827	$ 705,313,495	$ 276,633,668	65 %

Capital Sources

The fiscal year 2026-27 tentative budget's capital sources of funds are projected to be $705.3 million, or a 65 percent increase as compared to the 2025-26 Adopted Budget Plan. The increase as compared to the 2025-26 Adopted Budget Plan is primarily attributable to an overall increase in capital spending that is projected to be funded by both a new debt issuance of $512.1 million in 2026-27 and use transfers from reserves.

Capital Uses

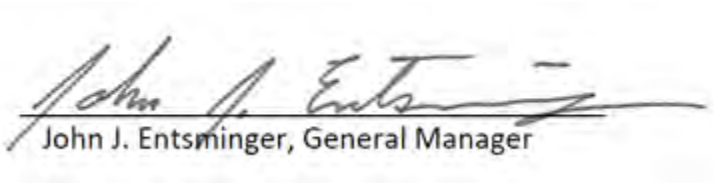
The fiscal year 2026-27 tentative budget's capital uses of funds are projected to be $705.3 million, a 65 percent increase compared to the 2025-26 Adopted Budget Plan. This increase in capital expenditures aligns with updated projections on the SNWA's MCCP.

Summary

Overall, the SNWA's fiscal year 2026-27 Operating and Capital Budget Plan presents a stable outlook as the SNWA continues to navigate the impacts of ongoing drought and climate change, with operating revenues matching operating expenses and an assortment of revenues, reserves, and debt proceeds funding capital expenditures.

Approval

The public hearing on the SNWA's 2026-27 Tentative Budget, and adoption of the 2026-27 Final Budget, is scheduled for 9:00 a.m., Thursday, May 21, 2026.



John J. Entsminger, General Manager

SECTION 2
INTRODUCTION AND STRATEGIC PLAN

Introduction ..... 2 - 22
- Purpose and Powers ..... 2 - 22
- Transfer Act ..... 2 - 22
- Intergovernmental Relationships ..... 2 - 23
- Organizational Structure ..... 2 - 24

Strategic Plan ..... 2 - 26
- Strategic Plan Background ..... 2 - 26
- Strategic Plan and Budget Plan Preparation ..... 2 - 26
- Visions-Mission-Goals ..... 2 - 27
- Strategic Plan Strategies ..... 2 - 28
- Performance Measures ..... 2 - 29

Financial Structure and Controls ..... 2 - 30
- Summary of Significant Fiscal Policies and Procedures ..... 2 - 30
- Financial Structure and Controls ..... 2 - 35
- Capital Project Structure and Controls ..... 2 - 35
- Budget Controls and Process ..... 2 - 36
  - Basis of Accounting ..... 2 - 36
  - Budgetary Controls ..... 2 - 36
  - Budget Process ..... 2 - 37
  - Budget Augmentation ..... 2 - 37
  - Budget Calendar ..... 2 - 38

SOUTHERN NEVADA WATER AUTHORITY™

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Introduction

Purposes and Powers

The Southern Nevada Water Authority (SNWA) is a political subdivision of the State of Nevada created on July 25, 1991, pursuant to Nevada Revised Statutes Chapter 277.080 to 277.180, inclusive, by a cooperative agreement among the Big Bend Water District, the City of Boulder City, the City of Henderson, the City of Las Vegas, the City of North Las Vegas, the Clark County Water Reclamation District, and the Las Vegas Valley Water District (LVVWD).

The SNWA was created to secure additional supplies of water for Southern Nevada and to effectively manage existing supplies of water through the cooperative action of its member agencies. Because the SNWA is governed equally by a seven-member Board of Directors (SNWA Board) composed of one director from each member agency, and the SNWA operations are autonomous from its member agencies, its financial statements are not included in the financial statements of another entity.

The SNWA Board appoints a General Manager (GM). In January 1993, the LVVWD's GM was also appointed GM of the SNWA, and the LVVWD was named Operating Agent for the SNWA. The GM has three Deputy General Managers (DGM's), a Chief Financial Officer (CFO) and General Counsel overseeing the operations of the LVVWD and the SNWA.

Since October 1993, the LVVWD has been paying many expenses on behalf of the SNWA. The SNWA reimburses the LVVWD for those expenses, including the cost of the LVVWD employees allocated to the SNWA. The SNWA has no employees of its own.

The Board of the SNWA has the power to periodically assess the member agencies directly for operating and capital budgets and for the satisfaction of any liabilities imposed against the SNWA. Each member made an initial contribution to the SNWA for operating and administrative expenses in the amount of $15,000. Assessments for additional funds needed by the SNWA, in accordance with operating and capital budgets, have been apportioned to member agencies based on the water deliveries to those agencies. Funding received by the SNWA from its member agencies for operations is recorded as operating revenue, while funding received for capital purchases is recorded as capital contributions. Member agencies who are not water purveyors, i.e., the City of Las Vegas and the Clark County Water Reclamation District, each contributes towards the SNWA operations for the fiscal year 2026-27.

Transfer Act

Pursuant to the Transfer Act, Assembly Bill No. 542, approved June 28, 1995 by the Nevada Legislature, the assets of the Southern Nevada Water System (SNWS), as well as responsibility for operations of the system, were transferred from the Colorado River Commission (CRC) to the SNWA effective January 1, 1996. Along with the assets, the CRC transferred all books and records in its possession relating to the project and its facilities. In addition to the assets, all liabilities of the CRC related to the SNWS were to be transferred to the SNWA.

The transfer was a non-cash transaction. In order to affect the transfer, CRC prepared from its SNWS accounting records an unaudited trial balance as of January 1, 1996, which was given to the SNWA. To record the transfer, the SNWA posted the entire CRC trial balance to its General Ledger as of January 1,

1996. The accuracy of that trial balance was verified by the June 30, 1996, audits of both the SNWA and CRC. The CRC detail property listing was posted to the SNWA Property Ledger.

Intergovernmental Relationships

In addition to its members, the SNWA also works with other agencies of state and federal government. The following outlines some of those intergovernmental relationships.

Major Water Purveyors. The SNWA diverts Colorado River water from Lake Mead, treats it to federal Clean Drinking Water Act standards, and delivers treated water to the facilities of water purveyors in the Las Vegas Valley and Boulder City. The major water purveyors and their percentage of total SNWA water deliveries are as follows: Boulder City (2.1 percent), Henderson (20.6 percent), North Las Vegas (12.6 percent), the LVVWD (64.4 percent) and others (0.2 percent).

Wastewater Treatment Agencies. Wastewater treatment agencies in the SNWA service area are the Cities of Las Vegas, Henderson, North Las Vegas and Boulder City, and the Clark County Water Reclamation District.

Colorado River Commission. The CRC is an agency of the State of Nevada created in 1935 to acquire and hold in trust Nevada's right to water and power resources from Colorado River water apportioned among the seven Colorado River Basin states and Mexico. The seven member CRC Board is made up of four members appointed by the Governor (including the Chairperson) and three SNWA Board members.

U.S. Bureau of Reclamation (Bureau). The Bureau is a division of the U.S. Department of the Interior. It is charged with the responsibility of managing the Colorado River for the benefit of the users with rights to Colorado River water. Any changes to laws governing the Colorado River benefiting Nevada will require the cooperation and approval of the federal government via the Bureau and all seven of the Colorado River Basin states.

Southern Nevada Water System. The SNWS is the regional water system diverting raw Colorado River water from Lake Mead, treats it to federal Clean Drinking Water Act standards, pumps it through the River Mountains, and delivers potable water to the facilities of the water purveyors in the Las Vegas Valley and Boulder City. The SNWS was built in two stages (1971-first stage, and 1983-second stage) by the federal government acting through the Bureau, and the State of Nevada acting through its CRC. The Bureau built the transmission facilities, which are referred to as the Robert B. Griffith Water Project. The CRC built the treatment facility, which is known as the Alfred Merritt Smith Water Treatment Facility. The SNWS was owned by CRC and operated under contract by the LVVWD. On January 1, 1996 the assets and liabilities of the SNWS as well as responsibility for operations were transferred from CRC to the SNWA. The LVVWD continues to operate the SNWS under contract with the SNWA. The projects in the SNWA's Major Construction and Capital Plan (MCCP) are expansions or improvements of the SNWS.

Robert B. Griffith Water Project Title Transfer. The SNWS was built in two stages by the State of Nevada acting through the CRC and the Bureau. CRC funded its portion by issuing State of Nevada general obligation bonds. The Bureau funded its portion from federal budget appropriations. After completion of each phase, the Bureau determined total reimbursable costs for constructing its portion of the SNWS and the CRC entered a water delivery and repayment contract with the Bureau to repay those costs plus interest. The terms of the repayment contract required 50 annual payments at 3.25

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percent interest. According to the terms of the repayment contract, the federal government would retain title to the facilities it built, even after the repayment contract was fully paid.

The role of the federal government in financing improvements of the SNWS has been declining. When the first phase of the SNWS was completed in 1971 at a total cost of $62 million, 85 percent of that cost was provided by the federal government. After completion of the second phase in 1983, the ratio provided by the federal government had dropped to 71 percent. In 1995 the SNWA began work on its $2.1 billion Capital Improvement Plan to expand and improve the SNWS. Because the Bureau was, and always would be, the owner of the facilities built with federal funding, the SNWA would always be required to obtain Bureau approval to maintain, modify, or improve the federal facilities which are an integral, but increasingly smaller, part of the total system.

In July 2000, the U.S. Congress passed, and President Clinton signed into law, the Griffith Project Prepayment and Conveyance Act (Public Law 106-249), which directed the Secretary of the Interior to transfer title to the Robert E. Griffith Project to the SNWA, subject to prepayment of the Project's federal repayment obligation. According to guidelines published by the Office of Management and Budget, the price of the title transfer was set at $121.2 million, plus accrued interest, less any principal payments made after September 30, 1999.

Organizational Structure

The LVVWD operates the SNWA under contract; however, the two entities are legally separate. The LVVWD pays substantially all expenses on behalf of the SNWA, including the cost of employees allocated to the SNWA and is reimbursed monthly for these costs. The SNWA has no employees of its own. The organizational chart shows the SNWA organization and how the different departments are arranged. For a further breakdown per department, please see the Department Budgets section.

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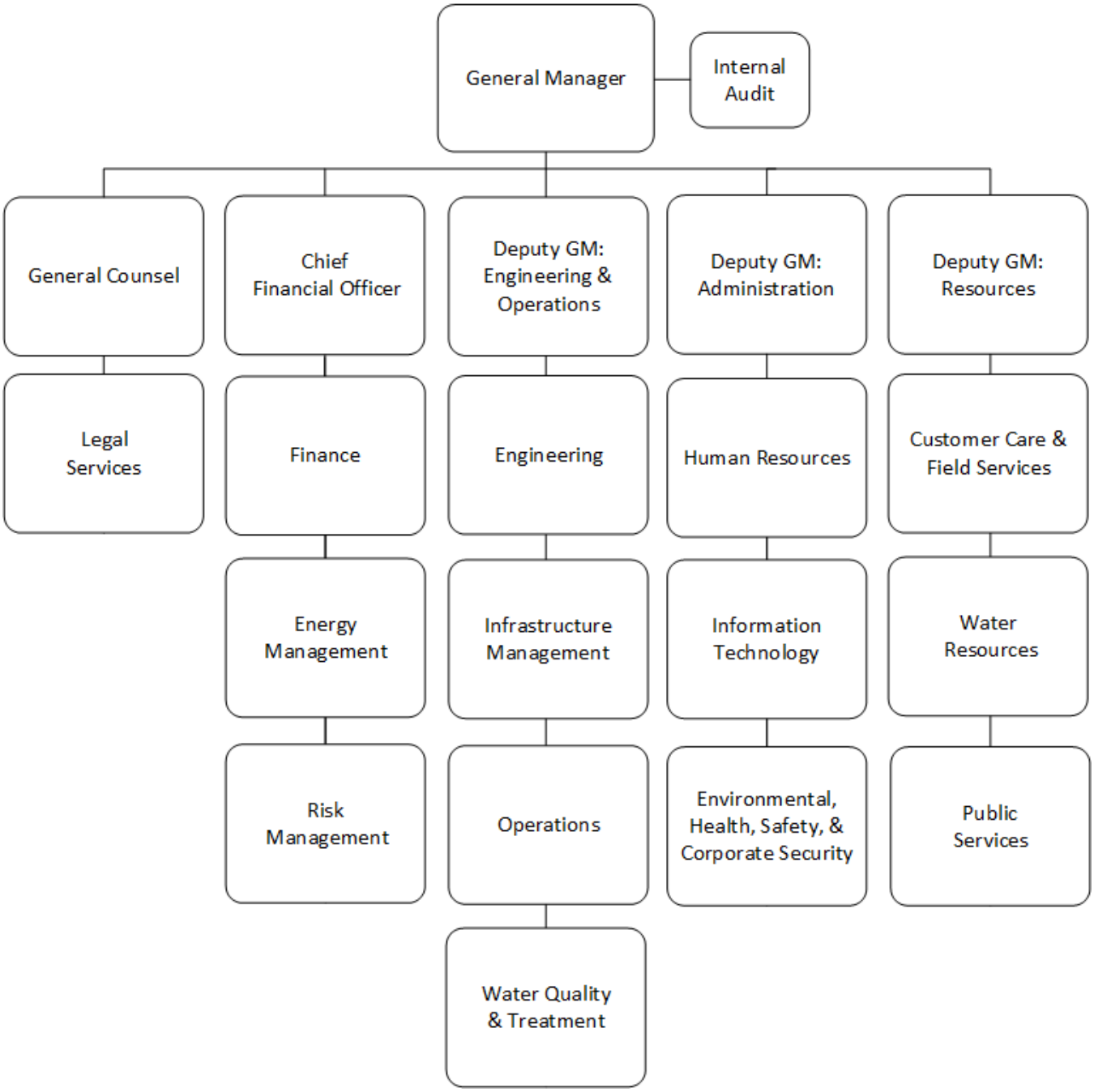
General Manager
Internal Audit
General Counsel
Chief Financial Officer
Deputy GM: Engineering & Operations
Deputy GM: Administration
Deputy GM: Resources
Legal Services
Finance
Engineering
Human Resources
Customer Care & Field Services
Energy Management
Infrastructure Management
Information Technology
Water Resources
Risk Management
Operations
Environmental, Health, Safety, & Corporate Security
Public Services
Water Quality & Treatment

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Southern Nevada Water Authority Strategic Plan

Strategic Plan Background

The SNWA's Strategic Plan reflects a long-standing, deliberate commitment to self-assessment, continuous improvement, and comprehensive planning.

Grounded in an initial strategic framework developed in 1993, the plan has served as a guiding influence for the SNWA's vision, priorities, and decision-making over time. That original effort established a thoughtful and disciplined approach to identifying the forces affecting the organization and aligning goals and strategies to address evolving challenges while supporting the SNWA's role as both a regional water purveyor and a provider of operational and management support.

Many of the principles and strategic elements established in the 1993 plan remain relevant today and continue to inform the SNWA's direction. Management periodically reviews and refines the Strategic Plan to reflect changing conditions, emerging needs, and the SNWA's evolving responsibilities, while preserving continuity with its foundational objectives. Through these updates, the Strategic Plan remains a dynamic, adaptable tool that provides long-term direction, promotes organizational alignment, and supports informed, effective decision-making.

Strategic Plan and 2026-27 Budget Plan Preparation

The SNWA's Strategic Plan serves as a guide in the development of the SNWA's annual Budget Plan. The Strategic Plan is used to guide and focus operational objectives and subsequently budget plan investments for the upcoming year. In the Department Budgets section of the 2026-27 Budget Plan, each department has established objectives for the upcoming year according to the relevant and existing Strategic Plan goal it is designed to address.

The SNWA has a long-standing commitment to self-assessment, continuous improvement, customer service and comprehensive planning, and has undergone several strategic planning initiatives over the past two decades to ensure the organization has a framework for action and is prepared to address dynamic environmental and economic challenges.

For the past two decades, Southern Nevada has weathered unprecedented drought conditions on the Colorado River and has survived the effects of an economic recession and COVID-19 pandemic impacts. The recession impacts included a change in the community's business environment, a decrease in water sales and sales tax revenue, and a significant decrease in the SNWA connection charges. Some of those same impacts have been seen from the COVID-19 pandemic. During this period of economic uncertainty, organizational structure and budgetary issues have been closely evaluated to ensure the organization's focus meets current community needs. The strategic plan represents a roadmap that aligns the organization's focus on enhancing service levels, improving asset management, providing rate stability, and streamlining the organization to meet current and future community needs.

The strategic planning process developed a "blueprint" to increase communication, emphasize accountability, and continue to cut costs and eliminate duplication in a manner representative of the organization's commitment to internal efficiency and exemplary customer service. The plan also establishes goals to facilitate these objectives.

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The strategic planning process involved management and employees in all departments through a comprehensive exercise to assess the organizations and their current environment; review and clarify the organizational vision, mission and values; and to develop goals and strategies that support these objectives. By involving all levels of employees in the development of measures, milestones, standards of excellence, and incorporating their input into the strategic plan, the entire workforce had the opportunity to engage in the implementation of the new Strategic Plan. Additionally, each workgroup has the ability to monitor its own progress through an online administrative tool.

As a result of this strategic planning process, a new vision, mission and goals were developed:

VISION

To be a global leader in service, innovation and stewardship

MISSION

Provide world class water service in a sustainable, adaptive and responsible manner to our customers through reliable, cost-effective systems

GOALS

Strategic Plan Goal	
SPG-1	Assure quality water through reliable and highly efficient systems.
SPG-2	Deliver an outstanding customer service experience.
SPG-3	Anticipate and adapt to changing climatic conditions while demonstrating stewardship of our environment.
SPG-4	Develop innovative and sustainable solutions through research and technology.
SPG-5	Ensure organizational efficiency and manage financial resources to provide maximum customer value.
SPG-6	Strengthen and uphold a culture of service, excellence and accountability.

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Strategic Plan Strategies

In order to implement the goals of the Strategic Plan, the SNWA prepared the following strategies:

GOALS	STRATEGIES
SPG-1 Assure quality water through reliable and highly efficient systems.	Provide a high quality drinking water supply and delivery system that is sustainable and promotes the vitality and prosperity of the community. Maintain high levels of reliability through application of a sufficiently funded asset management program. Sustain operational continuity with a sufficiently staffed, well-trained and skilled workforce. Continually improve operating efficiencies by benchmarking to leading industry standards. Ensure a high quality of local and regional water resources through comprehensive water quality and watershed management.
SPG-2 Deliver an outstanding customer service experience.	Assess customer satisfaction, establish benchmarks and determine where improvements are required. Continuously improve service processes and practices based on customer assessments. Utilize appropriate technology to simplify and improve the customer experience. Provide necessary training and development to ensure a quality customer service experience. Communicate with and receive continuous feedback from employees on organizational policy changes and improvements. Communicate with and receive continuous feedback from employees on organizational policy changes and improvements.
SPG-3 Anticipate and adapt to changing climatic conditions while demonstrating stewardship of our environment.	Enhance understanding of climate change impacts among ourselves and our stakeholders. Develop and implement adaptation plans to reduce or mitigate impacts of climate change on water and environmental resources. Conduct long-term water resources and facilities planning to ensure adequate resources are available when needed. Develop and implement proactive stewardship for environmental resources to ensure access to current and future water supplies. Champion innovative water efficiency initiatives to maximize beneficial use of resources. Incorporate sustainable best practices into organization initiatives and inspire positive change.
SPG-4 Develop innovative and sustainable solutions through research and technology.	Identify, prioritize and implement sustainable and cost-effective solutions to organizational challenges. Promote a culture that is innovative and creative, and makes effective use of technology. Allocate the resources necessary to advance research, technology and other innovations. Develop and strengthen partnerships on a global basis to leverage resources and advance innovation.

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GOALS	STRATEGIES
SPG-5 Ensure organizational efficiency and manage financial resources to provide maximum customer value.	Increase customer communication so there is a better understanding of the value of our products and services. Ensure predictable rates that are aligned with community expectations. Seek out and deploy worldwide best practices to minimize costs. Establish and utilize benchmarks to explore new opportunities for improved efficiencies. Formulate risk assessments and develop alternatives for expenditure decisions.
SPG-6 Strengthen and uphold a culture of service, excellence and accountability.	Improve the consistency and openness of communication to ensure employees are engaged and well informed. Increase the effectiveness of professional development by providing additional diverse learning opportunities. Hold ourselves accountable for delivering quality products and services to our customers, each other and the environment. Identify, monitor and measure key performance areas of the organization, openly sharing results and taking appropriate action. Provide and seek timely feedback on individual, team and departmental performance to enhance collaboration, accountability and excellence.

Performance Measures

Performance measures that are based on the Strategic Plan goals and support to the overall organization's mission are outlined in the Department Budget section. These performance measurements were developed to assist in evaluating the achievement of the organization's objectives. The metrics presented include data that is both internally and externally produced. Historical data is analyzed and is used as a basis for establishing targets for the current and budget fiscal years. On an annual basis, management reviews the performance measures presented to monitor results, evaluate targets, and add or remove items as needed to reflect organizational priorities.

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Financial Structure and Controls

The SNWA's financial reporting structure presents the activities of the SNWA on a fund basis. In governmental accounting, a fund is a fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances, and changes therein.

Proprietary (Enterprise) Fund. The enterprise fund is used to account for the SNWA's operations in a manner similar to private business enterprises.The enterprise fund accounts for all of the SNWA's operations, similar to a commercial enterprise, using the economic resources measurement focus and the accrual basis of accounting. The SNWA adheres to all applicable financial accounting and reporting standards of the Governmental Accounting Standards Board (GASB).

Summary of Significant Fiscal Polices and Procedures

The following financial policies and procedures apply to the Southern Nevada Water Authority (SNWA) and other entities for which the Las Vegas Valley Water District (LVVWD) has fiduciary responsibility i.e., Big Bend Water District (BBWD). These policies and procedures are periodically reviewed by management to accommodate any changes and ensure alignment to the organization's Strategic Plan.

Annual Budget. The organization files a Tentative Budget, and subsequently a Final Budget, annually in accordance with Nevada Revised Statues (NRS), and in compliance with the regulations of the Committee on Local Government Finance (LGF) of the State of Nevada's Department of Taxation. The organization annually publishes a comprehensive budget document for the LVVWD and the SNWA and submits the documents to the Government Finance Officers Association (GFOA) for consideration to receive an award in its Distinguished Budget Presentation Award program. Under normal circumstances, the organization strives to prepare a balanced budget, meaning sources of funds are greater than, or equal to, the uses of funds.

Operating Revenues. Revenues are diversified in order to improve the ability to handle fluctuations in individual sources and fund operations over the long-term.

- Fees and charges are set to cover the cost of the services provided.
- Water Rates pay for current water system operation and maintenance.
- Connection Fees pay for water system infrastructure expansion to support population growth.
- Fees pay for the annual inspection and maintenance of system facilities.
- Deposits assure customer payment of financial obligations.
- Ongoing programs or expenditure commitments are not dependent upon revenues that cannot be reasonably predicted. The organization uses historical data, projected data, and prudent judgment to support its revenue projections.
- Should a situation occur that requires recognition on a specific one-time revenue, the organization will generally match the recognition of this revenue with the corresponding one-time expenditures. One-time revenues could occur for projects that include capital expenditures which will reduce operating costs or address deferred capital needs, projects

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that will improve efficiency, special projects which do not incur substantial continuing operating costs, or retirement of debt obligations.

Operating Expenses. Actual operating expenses are periodically compared to the budget. Each Department Director shall be primarily responsible for keeping the department's actual expenses from exceeding their budget. The overall annual budget may also contain contingency funds that could be made available to meet unanticipated expenses. Department Directors provide timely notification to the Director of Finance when it appears that their actual expenses for the fiscal year may exceed their budget. The Director of Finance continuously monitors the actual expenses of the entire organization and provides timely notification to the Chief Financial Officer and/or General Manager when it appears that the overall expenses forecast for the fiscal year may exceed the Board adopted budget.

Capital Expenditures. The organization maintains an inventory of major capital assets and periodically assesses the condition of those assets to plan for ongoing financial commitments necessary to ensure services in support of the Strategic Plan. Expenditures for improvements and betterments, including labor and indirect costs, are capitalized. The capitalization threshold is generally $10,000 and an estimated useful life of at least three years following the date of acquisition. Meters, service laterals, and pipelines are exceptions and are capitalized regardless of unit cost. The most recently approved Capital Improvement Plan (CIP) serves as the basis for the organization's long-term financial plan and the development of the annual Capital Budget. Additional information relating to the Capital Budget funding process and prioritization are outlined in the Capital Plans section.

Debt Management. The organization has established policies for managing debt for the LVVWD, SNWA, and BBWD. The organization updates the Debt Management Policies annually in accordance with NRS 350.013. This statute requires municipalities to submit annually a statement of current and contemplated general obligation debt, statement of debt management policy, plan for capital improvement or alternate statement and certain information regarding the Chief Financial Officer. The Debt Management Policy for the organization is shown in the Debt Management Policy section.

Reserves. The organization has an established policy for maintaining adequate reserves of cash and investments. The Reserve Policy is needed to provide the working capital required by the organization to continue executing on its operating and capital plans despite expected and unexpected fluctuations that can impact its cash flows. The SNWA's reserve policy includes the following four components:

- Adequate reserves to fund 180 days of operating and maintenance expenses
- Adequate reserves to fund one year of the maximum annual debt service
- Adequate reserves to fund a one-year average of future capital needs
- Adequate reserves to fund one percent of assets subject to depreciation

The full Reserve Policy for the organization is included in the Financial Policies section.

Restricted Assets. Restricted assets include unused bond proceeds, unused sales tax proceeds, and investments set aside as a sinking fund. The bond proceeds and sinking fund are externally restricted by bond covenants, while the sales tax proceeds are externally restricted by NRS 377B.160. The sinking fund and sales tax proceeds are used for debt service while bond

proceeds are only used for capital expenditures. When both restricted and unrestricted resources are available, it is the SNWA's policy to use restricted resources first, then unrestricted resources as needed.

Investments – The organization has an established policy for the investment of funds to ensure the preservation of principal, ensure adequate liquidity to meet cash flow needs, and earn a market rate of return while conforming to all NRS and other regulations governing the investment of public funds. It is Board Policy 12 of the SNWA (BP 12 Investment Policy).

The SNWA's investments are held in its own name and are reported at fair value. The securities the SNWA is authorized to buy, sell, or trade are outlined in the Investment Policy and are authorized by NRS 355, *Public Investments*. The Investment Policy for the organization is shown in the Financial Policies section.

Long-Range Operating Financial Plan. SNWA's Strategic Plan guides the decisions of the organization. Preparation of operating and capital budgets, as well as other financial planning activities, consider their long-term financial implications and reflect the Strategic Plan as the organization also strives to maintain its strong credit ratings.

The SNWA recognizes long-range financial planning is critical to accomplish its mission. In order to anticipate potential future financial challenges so corrective action can be taken to maintain financial stability, the SNWA develops short-term and long-range financial forecasts to assess its overall fiscal health. These important components provide insight into future financial capacity which enable the formulation of strategies to achieve long-term sustainability in light of service objectives and financial challenges in these uncertain times.

The long-range financial forecast is frequently updated throughout the year, including during the annual budget development process. The financial forecast typically utilizes a multiple planning scenario approach to account for various possible outcomes. Revenues, reserves, and financing outlooks are evaluated for the sufficiency to support ongoing operations and capital needs. General assumptions utilized in the financial forecast for revenues factor in previously approved rate adjustments, population growth, water consumption estimates, conservation, among other related factors. On the cost side, the financial forecast views historical operating expense levels as a prominent factor, then couples that foundation with inflationary projections, future operational initiatives, and general cost estimates. For future capital expenditures, the financial forecast relies on current capital plans and future capital project estimates provided by the Engineering and Infrastructure Management departments.

Projecting long-term financing and operations is often tenuous despite its importance in setting the course of the overall direction of financial, operational, and capital resource allocation priorities of the organization. Major strategic policy guidelines emphasized are long-term water supply needs and infrastructure replacement goals, as well as improved resilience during unforeseen events. Careful consideration is taken to formulate long-range financial plans with increased focus on the economic environment, capital projects, and asset management.

Financial Controls and Guidelines

Leases. The SNWA is a lessee for noncancellable leases of billboard space and equipment. The SNWA recognizes a lease liability and an intangible right-to-use lease asset in the statement of

net position and recognizes lease liabilities with an initial, individual value of $10,000 or more. Subsequently, the lease asset is amortized on a straight-line basis over its useful life. In addition, the SNWA is a lessor for noncancellable leases of office space and land for the use of cell towers and recognizes a lease receivable and a deferred inflow of resources.

Key estimates and judgements related to leases include how the SNWA determines (1) the rate it uses to discount the expected lease payments to present value, (2) the lease term, and (3) the lease payments. The SNWA monitors changes in circumstances that would require a remeasurement of its leases.

Subscription-Based Information Technology Arrangements. The SNWA recognizes subscription-based information technology arrangements (SBITAs) greater than one year, and with a present value of the minimum payments greater than $100,000. SBITAs are recorded as a liability and an intangible right-to-use asset in the statement of net position. Subsequently, the subscription asset is amortized on a straight-line basis over its useful life which matches the term of the subscription.

Key estimates and judgements related to SBITAs are the same as those for leases. The SNWA monitors changes in circumstances that would require a remeasurement of its SBITAs.

Internal Controls – In developing and evaluating the SNWA's accounting system, consideration is given to the adequacy of internal accounting controls. These controls are designed to provide reasonable, but not absolute, assurance regarding the safeguarding of assets against loss from unauthorized use or disposition; and the reliability of financial records for preparing financial statements and maintaining accountability for assets. The concept of reasonable assurance recognizes the cost of a control should not exceed the benefits likely to be derived and the evaluation of costs and benefits requires estimates and judgments by management. All internal control evaluations occur within the above framework. The SNWA's internal accounting controls safeguard assets and provide reasonable assurance of proper recording of financial transactions. On an ongoing basis, the SNWA evaluates its internal controls and implements changes in response to dynamic operations.

Risk Management - The SNWA utilizes a multifaceted approach to risk management, which includes the transfer, elimination, avoidance, reduction and/or assumption of risk of loss. This approach includes purchasing a portfolio of insurance through the primary commercial insurance market.

The SNWA's insurance portfolio consists of insurance for property, terrorism, general liability, automobile liability, drone liability, cyber liability, public officers' liability, and pollution and legal remediation liability. SNWA also places other smaller insurance policies, as needed.

SNWA maintains a $500M property insurance policy that provides protection for real and personal property for direct physical loss of or damage to buildings, fixtures, equipment, boilers, machinery and supplies. The policy includes a sublimit of $100M insurance for earthquake coverage and $50M for flood coverage. The deductible for the property policy is $1M. LVVWD also maintains a $250M terrorism policy providing coverage for all terrorist acts, which has a $10,000 deductible.

DRAFT

The SNWA also purchases $20M of commercial general liability insurance, $5M of pollution and remediation legal liability insurance, $5M of drone liability insurance, and $5M of cyber liability insurance. The cyber insurance policy provides liability coverage for damages SNWA may be legally obligated to pay resulting from incidents covered under the policy. The cyber insurance policy also provides for business income and extra expense insurance for covered cyber incidents.

SNWA self-insures the first $1 million for property, automobile and general liability claims, the first $250,000 of pollution and legal remediation claims, and the first $150,000 cyber liability claims thru a Captive.

In 2021, the SNWA's Operating Agent (LVVWD), formed the LVVWD CI (the "Captive"), a wholly owned subsidiary of the LVVWD, domiciled in the state of Nevada. The LVVWD is the sole member of this captive insurance company. The Captive is a registered limited liability company formed to advance long-term risk management program strategies using a formalized self-insurance program that can access the reinsurance markets. Through SNWA's Operating Agent, the Captive provides SNWA with retention for property, general/auto liability, public officials liability, cyber liability, and pollution and remediation legal liability.

In contracts, SNWA obtains indemnification and hold-harmless agreements. These agreements usually require that contractors name SNWA as an additional insured under the indemnitor's insurance coverage.

Purchasing Guidelines. Procedures for ensuring that all purchasing and contracting activities of the Las Vegas Valley Water District (LVVWD), Southern Nevada Water Authority (SNWA), Springs Preserve (Springs), and Big Bend Water District (BBWD) are in compliance with applicable Nevada Revised Statutes (NRS), specific orders of the applicable Board of Directors (Board), and the provisions of these guidelines.

In accordance with the Southern Nevada Water Authority 2023 Purchasing Resolution (NRS 332) and Resolution No. 2006-02 (NRS 338), the SNWA's Board has delegated authority to the General Manager and the General Manager's designees to authorize various purchasing functions on behalf of the SNWA and sign contracts.

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Capital Project Structure and Controls

Identification of Capital Project Need. Capital projects for SNWA are proposed in response to identified needs for improvements to the facilities providing for delivery of community water supplies to the members of SNWA. These improvements may be either 1) new facilities to expand or enhance capabilities or 2) repair, upgrade or replace existing facilities no longer functioning as required.

Identification of proposed new facilities to meet expanding water delivery requirements involves continued assessment of current and projected future community water demands. SNWA works with its purveyor members to establish both short-range and long-range projections of future water demands. These water demands are compared to the capacities of the existing SNWA water facilities. Where facility capacities are insufficient to meet projected demands, SNWA undertakes efforts to plan potential new facilities to address the projected shortfall. New facilities may also be proposed to enhance the reliability of the water delivery facilities, or to enhance the quality of the water provided to the community.

Identification of existing facilities requiring repair, upgrade or replacement occurs through continuous monitoring and assessment of facility performance. To the extent possible, major repair, upgrade or replacement projects are planned and scheduled to minimize costs and interruptions to operations of other facilities.

SNWA meets with its purveyor members to discuss water demand projections, existing system capacities, operational issues, an annual operating plan, progress on approved capital projects under design and construction, and proposals for new capital projects. Proposals for new capital projects are presented to the Southern Nevada Water System Work Group (Work Group), a formal advisory committee composed of representatives of SNWA and SNWA Purveyor Members. Upon endorsement by the Work Group, new projects are incorporated as amendments to SNWA's capital plan and presented to the SNWA Board for approval. Any increase in the total cost of the plan must also be approved by the governing body of each Purveyor Member.

Execution of Capital Plan. After approval of the capital plan by the SNWA Board, the Engineering department assembles a staging plan for each project and develops specifications to be used as criteria during the competitive bidding process. The lowest qualifying bid is presented to the SNWA Board for approval and when needed, change orders are submitted to the SNWA Board documenting the necessities.

The Engineering department issues the capital plan, which includes a list of capital projects with projected costs, while the Finance department tracks the expenditures and encumbrances and plans for future debt service issuances. Upon capital project completion, the Finance department moves the project from construction work in progress to property, plant and equipment. Details of the current capital budget can be viewed in the Capital Plans section of this 2026-27 Budget Plan document.

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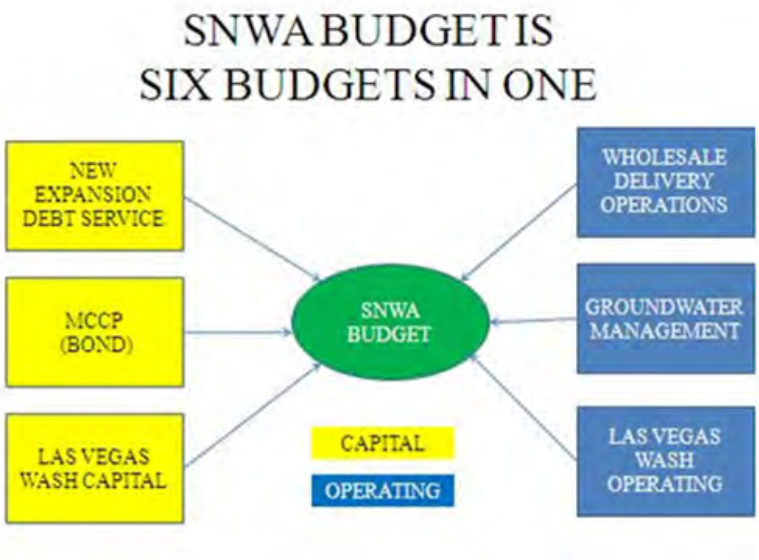
Budget Controls and Process

Basis of Accounting

The SNWA's audited Annual Comprehensive Financial Report is presented on the full accrual basis of accounting wherein revenues are recognized in the accounting period in which they are earned, and expenses are recognized in the period incurred, regardless of when payments are actually made. In addition, the budget is broken into sub funds of the single proprietary fund, which shows beginning balance, sources of funds, uses of funds, and ending balance. The SNWA is an enterprise fund; the sub funds are an internal cost control aiding management in ensuring revenues and expenses for major projects are properly matched. The SNWA maintains six separate sub-funds. Three sub-funds track the financial activity of SNWA's capital programs while the other three sub-funds track day-to-day operations.



Sub-fund balances are reconciled to the audited Annual Comprehensive Financial Report. For budget preparation and presentation, the Las Vegas Wash Capital and Las Vegas Wash Operating sub funds are combined into one sub fund for simplification purposes.

Budgetary Controls

By State statutes, the SNWA's budget is approved annually, following a public hearing by the SNWA Board, and a copy is submitted to the State Department of Taxation. Budgetary controls are established at the levels of total estimated operating and non-operating expenses. A utility, or other enterprise, is a self-supporting operation of a commercial nature, and the demand for service largely determines the appropriate level of revenues and expenditures. Depending upon the timing and level of the demand for services, expenditures will vary.

The SNWA is encouraged, but is not required by law, to adopt a balanced budget. A balanced budget is defined as a budget where sources of funds are equal to, or exceed, uses of funds. Throughout the budget process, the SNWA examines projected financial needs and determines whether or not rates, fees and charges should be adjusted to make funds available for those needs.

DRAFT

Budgetary controls are established at various levels to have effective control over the necessary expenditures. These levels always include departments and divisions and, in some instances, sections. Most disbursements are made through the issuance of purchase orders. The purchasing division in Finance administers purchases of new furniture, vehicles, and communication equipment. Computer equipment purchases are administered under the authority of the Director of the Information Technology department (IT). Finance prepares and distributes monthly budget variance reports, and division managers can electronically access their budget information using the Oracle Financial System. Division managers are accountable for variances between the budgeted and actual expenditures. The staffing is controlled by the Human Resources department (HR).

Budget Process

The SNWA's budget process starts in October of each year, and proceeds with a series of meetings with the department directors. Financial analysis is done to project the revenues under current rate structures. Wholesale Delivery Charge revenue projections are based on the estimated water the SNWA is planning to deliver in the coming year. The budget reflects the strategies and goals adopted by the SNWA.

Budget staff disseminates current and historical information to managers to assist them in preparation of future budgets within budgeting guidelines. The budget process consists of three major phases. The first phase includes preparing new requests for capital and staff positions for the new fiscal year. The second phase consists of preparing department operating budgets, including salaries and benefits expenditures. Estimating salaries and benefits expenditures are based on current approved positions and factors based on historical adjustments throughout the year. The third phase involves department directors, managers and supervisors meeting with Executive Management to justify expenditure requests. After all of the departments' budgets have been reviewed and approved by Executive Management, the budget is consolidated, and an initial proposed budget document is submitted to the Nevada State Department of Taxation by April 15. The State then reviews the proposed budget and issues a notice of compliance or non-compliance with the statutory laws of the State of Nevada.

On the third Thursday in May, the SNWA's Board conducts a public hearing to allow the public an opportunity to discuss the proposed budget. During the public hearing, the GM requests final approval from the SNWA Board. The approved final budget document is filed with the State of Nevada. Once approved and filed, departments are provided copies of their budgets. The approved budget is implemented on July 1, the first day of the new fiscal year.

Budget Augmentation

Nevada Revised Statute (NRS) 354.493 defines budget augmentation as a procedure for increasing appropriations of a fund with the express intent of employing unbudgeted resources to carry out the purpose for the increased appropriations. To augment the budget, the SNWA Board must adopt a resolution providing for an augmentation at a regular meeting of the SNWA Board by majority vote of all members. The augmentation will be effective upon adoption and execution of the Resolution and will be reported in the next quarterly economic survey.

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	All Departments	Financial Planning, Analysis & Reporting (FP&A)	Executive Management	Human Resources
Oct		Coordination of budget process, schedule and assigned department Analyst assignments begin		
Nov	**Mon Nov 10** Budget instructions and calendar received	**Mon Nov 10** Budget instructions and calendar sent to departments		
	Mon Nov 17 Budget Kick-off Meeting (Teams)	**Mon Nov 17** Budget Kick-off Meeting (Teams)		
	Mon Nov 17 Budget narrative files available for departments in Wdesk app	**Mon Nov 17** Budget narrative files available for departments in Wdesk app		
	Thu Nov 20 Operating budget template files received by departments	**Thu Nov 20** Operating budget template files sent		
Dec	**Mon Dec 8 – Thu Jan 8** Personnel related requests will be coordinated through each department's Director and Deputy General Manager		**Mon Dec 8 – Thu Jan 8** Personnel related requests will be coordinated through each department's Director and Deputy General Manager	**Dec** Organization charts available for review in Workday. Adjustments to organization charts due to Human Resources Information Systems, (HRIS) (HRIS@lvvwd.com) by Thursday, January 8, 2026
Jan	**Thu Jan 8** Adjustments to organization charts submitted to Human Resources Information Systems, (HRIS) (HRIS@lvvwd.com)	**Thu Jan 8** Major data processing and equipment requests submitted to Information Technology and Fleet Services for review and coordination		
	Thu Jan 8 Final requests for interns and summer hire positions submitted to HRIS (HRIS@lvvwd.com)			
	Mon Jan 26 Final 2026-27 operating expense budgets submitted to FP&A	**Tue Jan 20** Begin coordination with departments incurring intercompany and overtime payroll costs		**Thu Jan 15** List of existing interns and summer hire position renewals sent to FP&A
	Mon Jan 26 Final 2026-27 capital budget equipment and project requests submitted			

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	All Departments	FP&A	Executive Management	Human Resources
Feb		**Mon Feb 9** Summaries and detail of operating expense & capital expenditure budgets sent to departments		
	Mon Feb 9 Summaries and detail of operating expense & capital expenditure budgets received	**Mon Feb 9** Assisting departments in preparation for the Senior Management Team (SMT) budget meeting presentations begins		
Mar		**Thu Mar 5** Budget overview briefing with Executive Management (E-Team Budget Workshop)	**Thu Mar 5** Budget overview briefing (E-Team Budget Workshop)	
	Thu Mar 12 Budget narratives submitted to FP&A Wdesk App	**Thu Mar 12** Department budget meetings with SMT and overview briefing (SMT Budget Workshop)	**Thu Mar 12** Department budget meetings with SMT and overview briefing (SMT Budget Workshop)	
	Thu Mar 12 Department budget meetings with SMT and overview briefing		**Thu Mar 19** Final budget decisions made by Executive Management (E-Team)	**Thu Mar 26** Preliminary update of positions list based on Executive Management's final budget decisions
Apr		**Thu Apr 2** Proposed draft budgets completed for Budget Workshops with Boards of Directors	**Thu Apr 16** Board of Directors Budget Workshop for SNWA	
		Thu Apr 9 Preliminary Budgets filed with the Nevada State Department of Taxation	**Mon Apr 27** Board of Directors Budget Workshop for LVVWD (including BBWD & Coyote Springs)	

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	All Departments	FP&A	Executive Management	Human Resources
May		**Wed May 6** LVVWD, BBWD, and Coyote Springs Public hearing notice published in LVRJ	**Mon May 18** LVVWD Board of Directors public hearings conducted on proposed budgets of LVVWD, Big Bend, and Coyote Springs for possible adoption	
		Fri May 8 SNWA Public hearing notice published in LVRJ	**Thu May 21** SNWA Board of Directors public hearing conducted on the proposed budget for possible adoption	**Thu May 21** Organization charts updated after Boards adopt budgets
Jun		**Mon Jun 1** Adopted budgets sent to the Nevada Department of Taxation		
		Mon Jun 15 LVVWD, SNWA, BBWD & Coyote Springs annual summary fiscal reports published in LVRJ		
Jul		**Thu Jul 16** Proof of publication of fiscal reports submitted to the Nevada State Department of Taxation		
Aug		**Thu Aug 13** Budget Award Application submitted to the GFOA		

SECTION 3

OPERATING AND CAPITAL BUDGET PLAN

Operating Budget Summary ..... 3 - 42
Operating Sources ..... 3 - 43
Operating Uses ..... 3 - 48
Capital Budget Summary ..... 3 - 51
Capital Sources ..... 3 - 51
Capital Uses ..... 3 - 52
Forecast ..... 3 - 54
Summary of Sources and Uses of Funds and Changes in Net Assets ..... 3 - 55
Sub Funds ..... 3 - 57

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Operating and Capital Budget

Fiscal Year Ending June 30, 2027

The fiscal year 2026-27 Operating Budget Plan reflects the continued commitment of the Southern Nevada Water Authority (SNWA) to provide water resources and services to meet the demands of Southern Nevada. The SNWA utilizes its Strategic Plan as a guide in shaping its annual Operating Budget Plan.

The fiscal year 2026-27 Budget Plan's total sources of funds are projected to be $741.4 million, or a two percent increase compared to the fiscal year 2025-26 Adopted Budget Plan. The fiscal year 2026-27 Budget Plan's total uses of funds are projected to be $741.4 million, or a two percent increase compared to the fiscal year 2025-26 Adopted Operating Budget Plan. The table below shows the Sources and Uses Summary for the fiscal years 2024-25, 2025-26, and 2026-27.

Operating Budget Summary

	Actual 2024-25	Budget 2025-26	Budget 2026-27	Budget-to-Budget Variance $	Budget-to-Budget Variance %
SOURCES					
Wholesale delivery charge	$ 177,817,478	$ 174,955,074	$ 181,541,987	$ 6,586,913	4 %
Infrastructure charge	223,136,944	241,943,394	246,057,464	4,114,070	2 %
Commodity charge	89,491,534	88,365,264	92,034,469	3,669,205	4 %
Connection charge	85,634,704	89,869,133	85,153,708	(4,715,425)	(5)%
Reliability surcharge	7,425,414	7,592,788	7,866,156	273,368	4 %
Sales tax	97,593,340	102,586,921	99,239,491	(3,347,430)	(3)%
Investment income	83,018,938	14,420,535	19,513,387	5,092,852	35 %
Other sources	14,659,045	9,976,001	9,964,248	(11,753)	— %
SNWA Sources	778,777,397	729,709,110	741,370,910	11,661,800	2 %
USES					
Water resource investments	7,099,038	29,825,969	29,643,969	(182,000)	(1)%
Energy	50,128,479	63,025,277	63,029,579	4,302	— %
Salaries and benefits	90,922,175	115,810,007	120,313,322	4,503,315	4 %
Operating expenses	88,000,700	95,514,098	121,591,633	26,077,535	27 %
Lease/SBITAs amortization	1,110,217	1,266,251	822,169	(444,082)	(35)%
Debt service	278,826,128	305,136,838	268,700,905	(36,435,933)	(2)%
Other uses	2,430,801	1,752,124	1,836,212	84,088	5 %
Transfers to reserves	260,259,860	117,378,547	135,433,122	18,054,575	15 %
SNWA Uses	$ 778,777,397	$ 729,709,110	$ 741,370,910	$ 11,661,800	2 %

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Operating Sources

The fiscal year 2026-27 Operating Budget Plan's total sources of funds are projected to be $741.4 million, which is a two percent increase compared to the 2025-26 Adopted Budget Plan. The increase is primarily attributable to increases in connection and infrastructure charge, both driven by growth in services.

Wholesale Delivery Charge

The wholesale delivery charge is the revenue generated from Colorado River water delivered by the SNWA to its purveyor members. Those purveyor members then sell the purchased water to end-users. The SNWA has no retail customers. For fiscal year 2026-27, the wholesale delivery charge for treated water sold will rise by $12 per acre-foot. This increases the charge from $407 to $419 per acre-foot.

Periodic rate increases have kept the wholesale delivery charge revenue relatively stable during periods of flat-to-declining usage. The increase of $6.6 million, or four percent, in fiscal year 2026-27 is the result of the rate increase, as well as growth in water sales to purveyor members. The recent wholesale delivery charge potable rates are shown on the following chart.

Wholesale Delivery Charge Rate
($ per Acre Foot)

Infrastructure Charge

In October 2011, the SNWA's Board of Directors (Board) authorized an extensive rate study and a public outreach process to study various alternative rate structures to service the SNWA's outstanding debt. Debt had been issued to fund prior capital projects and additional debt was issued to fund ongoing capital needs. In February 2012, the Board approved an infrastructure charge. This charge is applied by the SNWA purveyor members, typically to retail bills, and is a fixed charge assessed based on meter size and customer class. Consumption is not considered in the application of the charge. At the same time in 2012, the Board appointed a 21-member Integrated Resource Planning Advisory Committee (IRPAC). The IRPAC reviewed financial projections of the SNWA and recommend strategies concerning the financial commitments. IRPAC's Phase 1 recommended, with subsequent Board approval, a four-year step-in increase of the infrastructure charge beginning January 1, 2014 and ending January 1, 2017. IRPAC's Phase 2 recommended, with subsequent Board approval, to increase the fixed monthly charges. This charge was called the Drought Protection Charge and was added to the infrastructure charge.

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In October 2019, the SNWA Board appointed a citizens advisory committee, named IRPAC 2020, to examine Southern Nevada's long-term water planning efforts. IRPAC 2020 recommended to implement a six-year annual increase, beginning in January 2022, to phase-in an inflationary catch-up rate increase and adjust for future annual inflation. The recommendation was approved by the Board in September 2020, and the rate adjustments themselves were adopted by the Board in November 2020 after a public hearing. These rates were fixed increases of 1.6 percent annually for six years to catch-up the rate to current day dollars, as well as three percent to account for current year inflation. Due to inflationary impacts experienced starting in 2021, IRPAC 2020 reconvened in December 2021 to ensure that fees charged maintained pace with current and future inflation. Subsequently, IRPAC 2020 recommended to the Board to amend the previously approved current year fixed rate increases to variable rates. The variable rates were proposed to be the actual percentage change in the Engineering News Record (ENR) construction cost index, which would allow the cost of services to keep pace with the associated fee structure. The recommendation was approved by the Board in February 2022. In addition to the rate changes, the Board also approved limiting future increases to a floor of 1.5 percent and a ceiling of seven percent, excluding previously approved catch-up increases in years 2023 through 2027.

Infrastructure charges are budgeted to increase $4.1 million, or two percent, compared to the 2025-26 Adopted Operating Budget Plan. The increase is a result of the rate adjustments in January 2027 described above and account growth.

Infrastructure Charge
($ in Millions)

*= Budgeted

Commodity Charge

The commodity charge went into effect in November 1996. This charge is typically collected by purveyor members and remitted to the SNWA monthly. The commodity charge is applied to retail water bills. The IRPAC Phase 1 recommended, with subsequent Board approval, the commodity charge to increase from the starting rate of $0.30 per 1,000 gallons to $0.48 over a four-year step-in period ending in January 2017.

Similar to the infrastructure charge, the IRPAC 2020 recommended to implement a six-year annual increase effective January 2022 to phase-in an inflationary catch-up and adjust for annual inflation. This recommendation was approved by the Board in September 2020, and the rate adjustments themselves were adopted by the Board in November 2020 after a public hearing. Catch-up inflation was set at 2.3 percent for six years starting in January 2022. Due to inflationary impacts experienced

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starting in 2021, IRPAC 2020 reconvened in December 2021 to ensure that fees charged maintained pace with current and future inflation. Subsequently, IRPAC 2020 recommended to the Board to amend the previously approved current year fixed rate increases to variable rates. The variable rates would be the actual Consumer Price Index (CPI), which will allow the cost of services to keep pace with the associated fee structure. The recommendation was approved by the Board in February 2022. In addition to the rate changes, the Board also approved limiting future increases to a floor of 1.5 percent and a ceiling of seven percent, excluding catch-up increases in years 2023 through 2027. The charges are paid by the purveyors' customers based on the benefit they will accrue from the expansion of the SNWA's regional water treatment and transmission system.

Commodity charges are budgeted to increase $3.7 million, or four percent, compared to the 2025-26 Adopted Budget Plan. This increase is mostly due to the rate adjustment(s) described above and a projected increase in volumetric water sales.

Commodity Charge
($ in Millions)

*= Budgeted

Connection Charge

The connection charge is a charge assessed for new connections to the potable water system and is based on customer type, land usage, and meter size. The SNWA's purveyor members collect these charges when customers apply for new water services and they are remitted to the SNWA monthly.

Similar to the infrastructure and commodity charges, the IRPAC 2020 recommended to implement a six-year annual increase effective March 2022 to phase-in catch-up inflation, as well as adjust for annual inflation. Beginning in March 2028, the connection charge will be annually indexed to the ENR.

The fiscal year 2026-27 budget for connection charge revenue is $85.2 million, which is 5 percent decrease compared to the 2025-26 Adopted Budget Plan. Connection charge collections were one of the SNWA's largest sources of funds in the mid-2000s. However, during the subsequent recession, this revenue fell sharply with the lack of construction activity in the SNWA's service area. Since reaching a low in fiscal year 2009-10, connection charge collections increased steadily through 2024-25 and the budgets for 2025-26 and 2026-27 were intended to be conservative estimates due to uncertainty from the economic impact of inflation.

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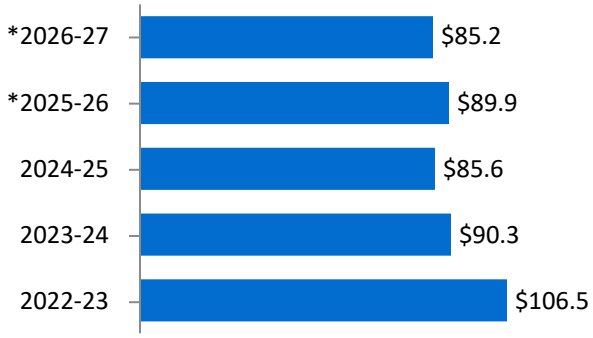
Connection Charge
($ in millions)



***= Budgeted**

Reliability Surcharge

The reliability surcharge went into effect in April 1998 and is based on the total water bill, excluding the infrastructure charge, of the SNWA's purveyor members. The rate is 0.25 percent for residential customers and 2.5 percent for non-residential customers. These revenues are collected by purveyor members from retail billings and are remitted to the SNWA monthly. The fiscal year 2026-27 reliability surcharge is projected to increase $0.3 million, or 4 percent. Because this surcharge is based on the total water bill charged to an end user by a purveyor, less the infrastructure charge, the reliability surcharge is affected by purveyor water sales and rate increases, as well as SNWA's commodity charge and infrastructure charges.

Reliability Surcharge
($ in millions)

***= Budgeted**

Sales Tax

The Clark County Water and Wastewater Infrastructure Sales Tax (sales tax) went into effect on April 1, 1999, and at that time, this increased the sales tax rate in Clark County from seven percent to 7.25 percent. This is the only tax the SNWA receives.

The sales tax increase was originally scheduled to sunset on June 30, 2025, or when a cumulative amount of $2.3 billion had been collected, whichever occurred first. However, legislation extending the

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sales tax sunset provisions were enacted during the 2011 Legislative session, subject to approval from the Clark County Board of Commissioners (Clark County Board). On September 3, 2019, the Clark County Board adopted an ordinance determining that the cessation of the sales tax was not advisable and that it would remain in place beyond the original statutorily prescribed sunset provisions. Therefore, unless such ordinance is repealed by the Clark County Board, the sales tax will remain in place indefinitely.

The sales tax is collected by the Nevada Department of Taxation (DOT) and remitted to the SNWA monthly. Of the gross amount received from the DOT, approximately 3.2 percent is forwarded to rural areas in the county and 4.0 percent is held in reserve by the SNWA to fund needed capital improvements in the Las Vegas Wash. The Las Vegas Wash is the primary channel through which excess water returns from the Las Vegas area to Lake Mead. The water flowing through the wash comprises less than two percent of the water in Lake Mead and consists of urban runoff, shallow groundwater, storm water and releases from the three water reclamation facilities within the Las Vegas area.

By agreement with the wastewater agencies in the service area, the SNWA received 100 percent of the remaining sales tax proceeds for the first two years. Since then, the remainder has been split between water and wastewater based on the relative size of their capital improvement plans. The fiscal year 2026-27 projection of sales tax revenue is $99.2 million, or three percent, lower than the 2025-26 Adopted Budget Plan. This increase is due to a projected decrease in taxable sales.

Sales Tax
($ in millions)

*= Budgeted

Investment Income

Investment income includes both interest from bank accounts and investment earnings. The primary objectives of such investments are, in order of importance, safety of principal, maintenance of liquidity, and return on investment (ROI). Investment income is projected to increase $5.1 million over the 2025-26 Adopted Budget Plan. This increase is primarily due to fluctuations in the reserve balances.

Other Sources

Other sources are projected to be $10.0 million, a decrease of 0 percent compared to the 2025-26 Adopted Operating Budget Plan. Other sources are primarily attributable to changes in Lease Accounting as required by the Governmental Accounting Standards Board (GASB) No. 87, *Leases*, and No. 96, *Subscription-Based Information Technology Arrangements*.

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Operating Uses

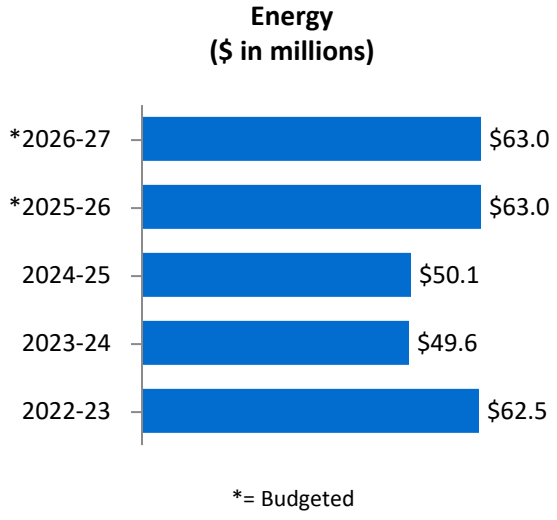
The fiscal year 2026-27 Operating Budget Plan's total uses of funds are projected to be $741.4 million, a two percent increase compared to the 2025-26 Adopted Budget Plan. The uses increase is mostly due to higher energy costs.

Water Resource Investments

Southern Nevada obtains 90 percent of its water supply from the Colorado River. Since the year 2000, persistent drought conditions, the worst in the Colorado River Basin's recorded history, have affected supply and forced stakeholders and the community to change the way water is utilized in Southern Nevada. Because of long-standing community conservation practices, Southern Nevada finds itself in a position in which water demands would still be met, even under the current shortage declaration, as well as possible future shortage declarations. Moreover, investments made in the regional water system will help the SNWA reliably deliver water even during the most severe drought conditions. The 2026-27 Budget plan reflects these investments, which are expected to be $29.6 million, a $0.2 million decrease, compared to the 2025-26 Adopted Budget Plan.

Energy

Treating and delivering raw water from Lake Mead to the Las Vegas area is energy intensive; however, energy budget for fiscal year 2026-27 is not expected to increase compared to the fiscal year 2025-26 Adopted Budget Plan, despite higher energy rates and projected increases in consumption.



Salaries and Benefits

The SNWA does not have any employees. As described in the introduction section of this budget document, the Las Vegas Valley Water District (LVVWD) is the operating agent for the SNWA. A significant portion of the SNWA's operating expenses, including payroll costs, are initially paid by the LVVWD and then reimbursed by the SNWA. Salaries and benefits costs include wages, salaries and benefits. For fiscal year 2026-27, salaries and benefits expenses are anticipated to be $120.3 million. This represents an increase of $4.5 million, or four percent, compared to the 2025-26 Adopted Budget Plan.

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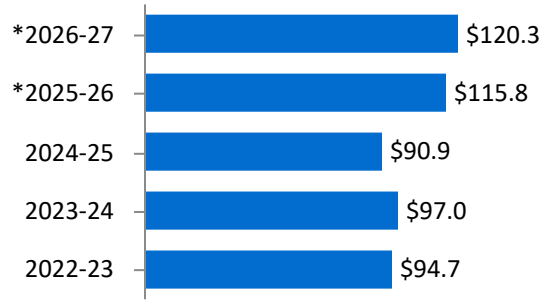
Salaries and Benefits
($ in millions)



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Full-time equivalent (FTE) is a unit of measurement which represents the workload of one full-time employed person. The SNWA's FTE count is expected to increase by one employee over the fiscal year 2025-26 Adopted Budget Plan. Demands to secure and protect water resources, ensure efficient use of existing resources, and provide a safe and reliable water supply under current operational conditions has resulted in increased staffing requirements for the SNWA. The following chart summarizes the number of equivalent FTE positions by department charging time to the SNWA.

FTE Summary

DEPARTMENT	Actual 2024-25	Budget 2025-26	Budget 2026-27
Executive Management	4.5	5.0	5.5
Legal Services	13.5	15.5	15.5
Finance	19.4	21.3	22.0
Energy Management	5.0	5.0	5.0
Risk Management	3.2	3.0	3.5
Customer Care & Field Services	2.8	2.4	0.0
Engineering	18.0	20.2	21.4
Infrastructure Management	83.0	87.5	88.3
Operations	58.6	66.7	70.7
Human Resources	3.5	6.2	0.0
Information Technology	37.7	41.2	41.2
Environmental Health Safety & Corporate Security	41.0	42.2	42.2
Water Quality & Treatment	96.3	97.4	99.4
Water Resources	71.8	78.2	77.8
Public Services	32.5	35.0	35.0
Total	490.8	526.8	527.5

**Totals may vary slightly due to rounding*

Operating Expenses

Operating expenses include all normal operating costs of the SNWA except water resource investments, energy, salaries and benefits, capitalized expenditures, and debt service, which are presented separately. Examples include, but are not limited to, materials and supplies, maintenance and repairs, certain rental and leases, water treatment chemicals, research and studies, legal fees, and professional services. Operating expenses are projected to increase by $26.1 million compared to the 2025-26 Adopted Budget Plan.

Debt Service

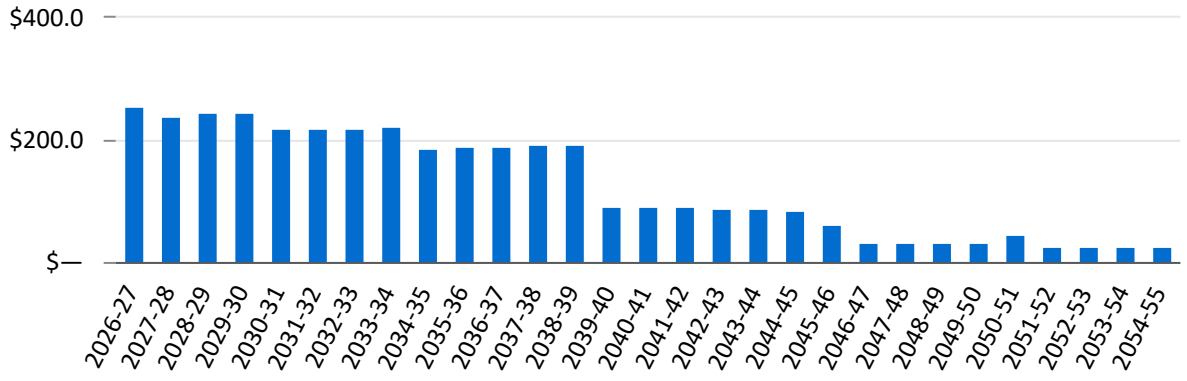
This reflects the debt service on all outstanding debt of the SNWA. For more detail on the SNWA's outstanding debt, see the Debt Management Policy section of this budget document.

The Las Vegas area has experienced extraordinary population growth since the SNWA's inception in 1991. The vast majority of the SNWA's outstanding debt was necessary to fund infrastructure projects to support such extraordinary population growth. During the recession of the late 2000s, population growth slowed and the SNWA took actions to provide cash flow relief. For example, the SNWA postponed various capital projects and took advantage of historically low borrowing costs to refinance debt.

Debt service payments are anticipated to decrease $36.4 million compared to the 2025-26 Adopted Operating Budget Plan. The decrease is a result of lower principal amount and interest from refunding of bonds at more favorable rates and a new money bond issuance planned for 2026-27.

As the following chart illustrates, the existing debt service is projected to be relatively stable for the next two years, then decline over subsequent years.

Existing Debt Service
($'s in millions)



Other Uses

Other uses are projected to be $1.8 million compared to the 2025-26 Adopted Operating Budget Plan. This is predominately due to expenses related to bond refundings.

Transfers To Reserves

The fiscal year 2026-27 Operating Budget Plan's transfers to reserves are projected to be $135.4 million, an increase of $18.1 million compared to the 2025-26 Adopted Budget Plan. The increase is a result of higher sources of revenue and lower uses (expenditures) creating a higher surplus.

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Capital Budget Summary

The fiscal year 2026-27 Capital Budget Plan reflects the continued commitment of the Southern Nevada Water Authority (SNWA) to provide water resources and services to meet the demands of Southern Nevada. The SNWA utilizes its Strategic Plan as a guide in shaping its annual Budget Plan. The fiscal year 2026-27 Capital Budget projects total sources of funds and total uses of funds to be $705.3 million, or an increase of 65 percent, compared to the fiscal year 2025-26 Adopted Capital Budget Plan. The table below shows the Capital Sources and Uses of Funds Summary for the 2024-25, 2025-26, and 2026-27 fiscal years.

Capital Budget Summary

	Actual 2024-25	Budget 2025-26	Budget 2026-27	Budget-to-Budget Variance $	Budget-to-Budget Variance %
SOURCES					
Grant funds	$ 56,242,881	$ 67,495,500	$ 78,983,620	$ 11,488,120	17 %
Debt issuance proceeds	472,100,000	—	512,102,701	512,102,701	**
Other sources	658,046	—	31,001,108	31,001,108	**
Transfers from reserves	—	361,184,327	83,226,066	(277,958,261)	(77)%
Total Sources	529,000,927	428,679,827	705,313,495	276,633,668	65 %
USES					
Capital expenditures	209,658,471	424,619,315	702,965,495	278,346,180	66 %
Other uses	—	4,060,512	2,348,000	(1,712,512)	(42)%
Transfers to reserves	319,342,456	—	—	—	**
Total Uses	$ 529,000,927	$ 428,679,827	$ 705,313,495	$ 276,633,668	65 %

Capital Sources

The fiscal year 2026-27 Capital Budget Plan's total sources of funds project to be $705.3 million, which is a 65 percent increase compared to the 2025-26 Adopted Capital Budget Plan. This increase is due to planned debt issuances and other sources.

Grant Funds

The fiscal year 2026-27 Capital Budget Plan includes grant funds of $79.0 million, which substantially provides for the Water Smart Landscape Program ($50.0m) and environmental monitoring for the Garnet Valley water and wastewater construction projects.

Debt Issuance Proceeds

Bonds are issued to fund capital expenditures related to the Major Capital and Construction Plan, which is discussed in further detail later in this section. The SNWA anticipates issuing $512.1 million in bonds during fiscal year 2026-27.

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Other Sources

The fiscal year 2026-27 Capital Budget Plan includes other sources of $31.0 million, which substantially provides for the ozone equipment upgrades ($29m).

Transfers From Reserves

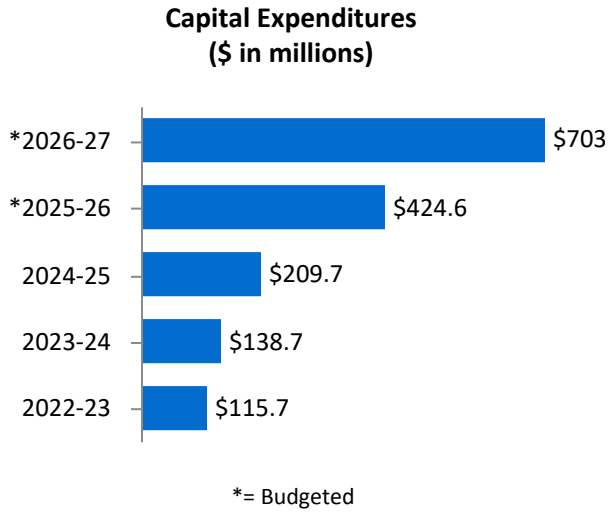
The fiscal year 2026-27 Capital Budget Plan includes transfers from reserves of $83.2 million. These transfers represent amounts required to fund the capital budget.

Capital Uses

The fiscal year 2026-27 Capital Budget Plan's total uses of funds are projected to be $705.3 million, a 65 percent increase compared to the 2025-26 Adopted Budget Plan.

Capital Expenditures

Capital expenditures are projected to increase $278.3 million, or a 66 percent increase compared to the fiscal year 2025-26 Adopted Budget Plan. The increase is largely due to the continued construction of the Garnet Valley Water projects.



Capital expenditures are generally related to assets having useful lives extending beyond three years and surpass an internally established dollar threshold. Typically, capital expenditures of SNWA are related to infrastructure assets but can be related to water rights. Examples include, but are not limited to, construction of water treatment and distribution infrastructure, water resource acquisitions, vehicles, and related computer equipment.

Capital projects are generally accounted for in the SNWA's Major Construction and Capital Plan (MCCP) which are mainly for water treatment and delivery infrastructure or the acquisition and retention of water resources. It is funded primarily with publicly issued municipal debt.

The following is a brief description of the most significant MCCP project:

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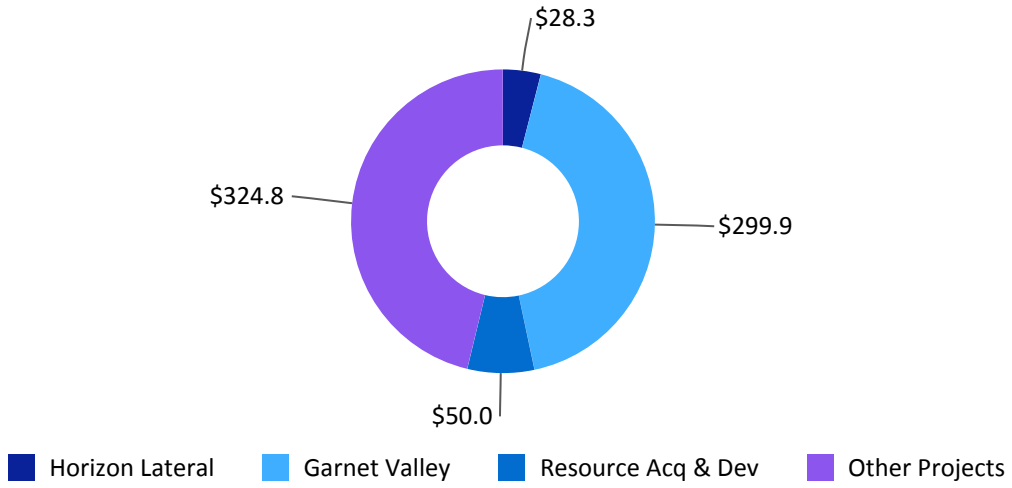
Garnet Valley – The construction of the Garnet Valley water system will consist of facilities to support supplying 20 million gallons per day (MDG) at full build-out. The construction of the Garnet Valley wastewater system will help ensure the sustainable development of resources and reduce the water demand impact to the Colorado River. Additionally, the current infrastructure for the project is estimated to be fully-subscribed by 2028. The fiscal year 2026-27 Capital Budget Plan includes $299.9 million to be spent on this project. The total project cost is estimated at $900.0 million.

Capital Projects in
Fiscal Year 2025-26 Budget Plan
($ in millions)



Periodically, the SNWA pays for capital costs on a pay-as-you-go basis, attempting to minimize financing costs for these capital expenditures, while maintaining financial stability. Capital projects are typically instituted for two major reasons – 1) to ensure end users have a reliable, consistent source of water and 2) to deliver that water in the most economical manner possible.

The construction of major capital items fits into an overall goal of system reliability and efficiency. Unlike other government agencies that can highlight a park, school, or street, and immediately determine possible maintenance and operating costs, the capital items for a water utility affect the coordination of the entire water system. An increase in costs for one section of the project may cause a reduction in another connected portion. The SNWA's capital projects utilize state of the art diagnostic equipment and testing procedures which significantly reduce the risk of catastrophic failures and help to minimize routine operating costs.

Other Uses

The 2026-27 Capital Budget Plan includes other capital uses of $2.3 million. This grouping of expenses is predominately due to a funding of certain LVVWD projects that will also provide benefit to the SNWA with its use.

Transfers To Reserves

This classification includes transfers of capital funds in excess of the capital budget. For the fiscal year 2026-27 Budget Plan, the SNWA does not anticipate any transfers to reserves.

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Long-Range Forecast Plan

The SNWA long-range operating financial plan is essential for translating its strategic goals into funded, executable actions over a multi-year horizon. It ensures that strategic priorities, such as infrastructure reliability to assure water quality, technology innovation to develop advanced and sustainable solutions, and financial resource management to provide maximum customer value, are proactively resourced rather than reactively funded. Ultimately, it serves as the accountability framework that ensures financial decisions are made balancing rate stability and delivering maximum long-term value to the community.

The SNWA maintains a financial forecast in conjunction with other long-range financial plans in consideration of existing and probable future economic environments, capital projects, asset management, and various other factors. Some notable assumptions for the five-year forecast are annual population growth that varies between 1.3 - 1.8 percent, annual water rate and operating expense increases in alignment with estimated inflation, and capital expenditures consistent with the organization's plans for capital project and equipment costs. Debt service over the forecast largely reflects the trend of increasing investment in system infrastructure and assumes future issuances consistent with the organization's capital improvement plan.

The following table is the current view of the next five years within the financial forecast:

5-Year Forecast

	2026-27	2027-28	2028-29	2029-30	2030-31
SNWA OPERATING					
SOURCES					
Water revenue	$ 612,653,784	$ 652,991,262	$ 667,830,510	$ 682,728,655	$ 699,418,736
Other sources	128,717,126	113,146,419	115,907,827	119,575,815	124,253,639
Total Operating Sources	741,370,910	766,137,681	783,738,337	802,304,470	823,672,375
USES					
Operations & maintenance	337,236,883	328,338,907	339,286,024	350,615,066	362,339,970
Debt service	268,700,905	300,471,098	345,644,171	398,118,806	401,766,069
Transfers to reserves	135,433,122	137,327,676	98,808,142	53,570,598	59,566,336
Total Operating Uses	$ 741,370,910	$ 766,137,681	$ 783,738,337	$ 802,304,470	$ 823,672,375
Surplus/(Deficit)	$ —	$ —	$ —	$ —	$ —
SNWA CAPITAL					
SOURCES					
Debt issuance proceeds	$ 512,102,701	$ 446,897,474	$ 595,920,063	$ 781,678,423	$ 456,300,336
Other sources	109,984,728	36,661,576	37,871,408	39,121,164	40,412,163
Transfers from reserves	83,226,066	118,706,782	167,382,430	228,270,384	118,745,481
Total Capital Sources	705,313,495	602,265,832	801,173,901	1,049,069,971	615,457,980
USES					
Capital expenditures	$ 702,965,495	$ 602,265,832	$ 801,173,901	$ 1,049,069,971	$ 615,457,980
Other uses	2,348,000	—	—	—	—
Total Capital Uses	705,313,495	602,265,832	801,173,901	1,049,069,971	615,457,980
Surplus/(Deficit)	$ —	$ —	$ —	$ —	$ —

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Summary of Sources and Uses of Funds and Changes in Net Assets

An enterprise fund's year-end balance differs from other government agencies' fund balances in that the enterprise net asset balance closely approximates a private corporation's retained earnings section. As such, net assets are affected by operating items as presented in this document as well as other financial resources and expenditures. The SNWA accounts for its net assets in accordance with GASB No. 33, *Exchange or Non-exchange Transaction*. The following table summarizes the estimated sources and uses of funds and changes in net assets for the fiscal year 2026-27 Budget Plan.

Estimated Net Assets Detail
Fiscal Year 2026-27 Budget

	Invested in Capital Assets Net of Related Debt	Restricted	Unrestricted	Total Net Assets
Estimated net position on June 30, 2024	$ 1,808,125,565	$ 11,312,551	$ 1,767,085,035	$ 3,586,523,151
From revenues, expenses, and net income schedule (RENI), Page 4-5				
Operating revenue	—	—	191,502,782	191,502,782
Capital contributions	—	99,239,491	431,111,797	530,351,288
Interest earned	—	—	19,513,387	19,513,387
Salaries and benefits	—	—	(120,313,322)	(120,313,322)
Energy	—	—	(63,029,579)	(63,029,579)
Operating expenses	—	—	(151,235,602)	(151,235,602)
Depreciation expense	(122,046,116)	—	—	(122,046,116)
Non Operating Revenues	—	—	32,034,274	32,034,274
Non Operating Expenses	—	—	(3,762,953)	(3,762,953)
Interest expense (debt service)	142,231,540	—	(268,700,905)	(126,469,365)
Subtotal from RENI	20,185,424	99,239,491	67,119,879	186,544,794
Items not on RENI				
Capitalized expenditures	705,313,495	(611,342,192)	(93,971,303)	—
Debt issuance proceeds	(512,102,701)	512,102,701	—	—
Subtotal Items not on RENI	193,210,794	(99,239,491)	(93,971,303)	—
Estimated net position on June 30, 2025	$ 2,021,521,783	$ 11,312,551	$ 1,740,233,611	$ 3,773,067,945

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Invested in Capital Assets, Net of Related Debt. Capital expenditures are offset by cash received from the facilities connection charge and funding from developers for capital projects. Property and other non-cash items represent mains and services constructed to the SNWA's standards by developers and then donated to the SNWA.

Restricted for Debt Service. Assets from this classification are transferred from Unrestricted Net Assets to the Debt Service classification on a monthly basis. Total transfers of $268.7 million are used to pay current portions of general obligation bonds.

Unrestricted Net Assets. Below reflects the items that form this fund classification:

- **Transfer to Debt Service -** Described in preceding section.
- **Operating Revenue -** This represents the cumulative financial results of operations. Operating revenue consists of wholesale delivery charge revenue and other revenues (Groundwater Management Program fees, Las Vegas Wash Program fees, ranch revenue, rent revenue, and SBITA/Lease revenue). For the fiscal year 2025-26, these revenues are anticipated to total approximately $191.5 million.
- **Operating Expense -** Operating expenses include all categories in the Uses of Funds, excluding bond payments, capital equipment, major construction expenditures. For the fiscal year 2025-26, these expenses are anticipated to total approximately $(456.6) million.
- **Nonoperating Revenues (net) -** Nonoperating revenue consists of amortization of bond premiums and discounts.
- **Nonoperating Expenses (net) -** Nonoperating expense consists of amortization of refunding costs and bond issue costs.

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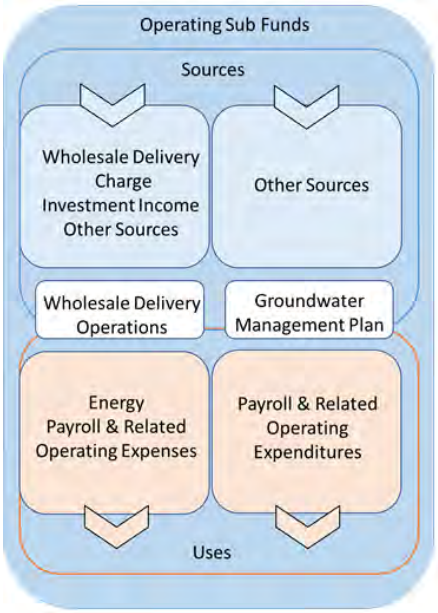
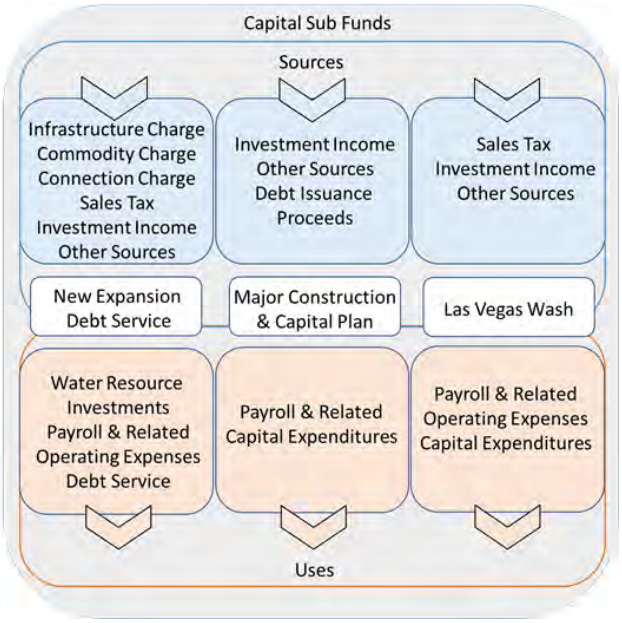
Sub Funds

According to Generally Accepted Accounting Principles (GAAP), governmental entities use fund-based accounting. As a governmental entity, the SNWA accounts for its financial activities in a single enterprise fund. However, the SNWA utilizes sub funds for internal tracking purposes.

The SNWA maintains six sub funds, however budgets for five sub funds. The Las Vegas Wash capital sub fund and Las Vegas Wash operating sub fund are combined into one capital sub fund for budgeting purposes due to minimal operating expenses. In total, there are three capital sub funds and two operating sub funds. The following table presents the five sub funds.





Operating Sub Funds

Wholesale Delivery Operations. This sub fund accounts for the sources and uses of funds related to the SNWA's primary operations, which is the treatment and delivery of potable water to its members. Other activities include the research and study of water quality issues in support of the overall water industry.

Groundwater Management Program. This sub fund accounts for the sources and uses of funds related to the SNWA's groundwater management program. In 1997, the Nevada Legislature directed the SNWA to develop a Groundwater Management Program to protect and manage the Las Vegas area's primary groundwater supply. The program protects the local groundwater basin from over-drafting and potential sources of contamination.

Capital Sub Funds

New Expansion Debt Service. This sub fund primarily accounts for the SNWA's debt service. Other expenses include non-turf rebate conservation costs, northern resources costs, non-engineering capitalized labor in support of the MCCP, and pay-as-you-go capital expenditures.

Major Construction and Capital Plan (MCCP). This sub fund accounts for proceeds of debt issued to support the MCCP and capital expenditures related to the MCCP.

Las Vegas Wash. This sub fund accounts for capital and operational revenues and expenses of the Las Vegas Wash.

SECTION 4

STATE OF NEVADA
BUDGET DOCUMENTS

State of Nevada, Department of Taxation, Budget Submittal ..... 4 - 59
Budget Document Index ..... 4 - 60
Schedule S-2: Statistical Data ..... 4 - 61
Schedule A-2: Proprietary Funds ..... 4 - 62
Schedule F-1: Enterprise Fund - Revenues, Expenses and Net Position ..... 4 - 63
Schedule F-2: Enterprise Fund - Statement of Cash Flows ..... 4 - 64
Schedule C-1: Indebtedness ..... 4 - 65
Schedule 30: Lobbying Expense Estimate ..... 4 - 66
Schedule 31: Schedule of Existing Contracts ..... 4 - 67
Schedule 32: Schedule of Privatization Contracts ..... 4 - 68
Affidavit of Publication ..... 4 - 69
Letter of Compliance ..... 4 - 71

SOUTHERN NEVADA WATER AUTHORITY™

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SOUTHERN NEVADA WATER AUTHORITY™

Nevada Department of Taxation
1550 College Parkway, Suite 115
Carson City, NV 89706-7937

Southern Nevada Water Authority herewith submits the tentative budget for the fiscal year ending 06/30/27

This budget contains 0 funds, including Debt Service, requiring property tax revenues totaling $ 0

The property tax rates computed herein are based on preliminary data. If the final state computed revenue limitation permits, the tax rate will be increased by an amount not to exceed 1%. If the final computation requires, the tax rate will be lowered.

This budget contains 0 governmental fund types with estimated expenditures of $ 0 and 1 proprietary funds with estimated expenses of $ 586,988,188

Copies of this budget have been filed for public record and inspection in the offices enumerated in NRS 354.596 (Local Government Budget and Finance Act).

CERTIFICATION

I Paul Johnson
(Print Name)
Chief Financial Officer
(Title)
certify that all applicable funds and financial operations of this Local Government are listed herein

Signed:

Dated: 04/07/2026

Phone: 702-822-8337

APPROVED BY THE GOVERNING BOARD
Only necessary for **FINAL** Budget
(Signature by Docusign is acceptable)

Marilyn Kirkpatrick, Chair

Dan Stewart, Vice Chair

Steve Walton

Scott Black

Olivia Diaz

James Gibson

Justin Jones

SCHEDULED PUBLIC HEARING:
(Must be held from May 18, 2026 to May 31, 2026)

Date and Time: Thursday, May 21, 2026 at 9:00 AM

Publication Date: May 8, 2026

Place: Molasky Corporate Center, 100 City Parkway, Suite 700, Las Vegas, NV

FORM 4404LGF Last Revised 11/7/25

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SOUTHERN NEVADA WATER AUTHORITY
BUDGET DOCUMENT INDEX

		Page No.
I	INTRODUCTION	
1	Transmittal Letter	1
2	Budget Document Index	2
II	SUMMARY FORMS	
1	Schedule S-2 - Statistical Data	3
2	Schedule A-2 - Proprietary Funds	4
III	PROPRIETARY FUNDS	
1	Schedule F-1 - Enterprise Fund - Revenues, Expenses and Net Position	5
2	Schedule F-2 - Enterprise Fund - Statement of Cash Flows	6
IV	SUPPLEMENTARY INFORMATION	
1	Schedule C-1 - Indebtedness	7
2	Schedule 30 - Lobbying Expense Estimate	8
V	SERVICE CONTRACTS	
1	Schedule 31 - Schedule of Existing Contracts	9
2	Schedule 32 - Schedule of Privatization Contracts	10

FULL TIME EQUIVALENT EMPLOYEES BY FUNCTION

	ACTUAL PRIOR YEAR YEAR 06/30/25	ESTIMATED CURRENT YEAR YEAR 06/30/26	BUDGET YEAR YEAR 06/30/27
General Government			
Judicial			
Public Safety			
Public Works			
Sanitation			
Health			
Welfare			
Culture and Recreation			
Community Support			
TOTAL GENERAL GOVERNMENT			
Utilities	490.7	526.6	520.0
Hospitals			
Transit Systems			
Airports			
Other			
TOTAL	490.7	526.6	520.0

POPULATION (AS OF JULY 1)	2,361,285	2,392,490	2,448,576
SOURCE OF POPULATION ESTIMATE*	NV Dept. of Taxation (https://tax.nv.gov/) Publications, Population Statistics & Reports	Population Statistics & Reports Figure Increased by Demographer's annual % increase projection for Clark County	
Assessed Valuation (Secured and Unsecured Only)			
Net Proceeds of Mines			
TOTAL ASSESSED VALUE			
TAX RATE			
General Fund			
Special Revenue Funds			
Capital Projects Funds			
Debt Service Funds			
Enterprise Fund			
Other			
TOTAL TAX RATE			

*** Use the population certified by the state in March each year. Small districts may use a number developed per the instructions (page 6) or the best information available.**

Southern Nevada Water Authority
(Local Government)

SCHEDULE S-2 - STATISTICAL DATA

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SCHEDULE A-2 PROPRIETARY AND NONEXPENDABLE TRUST FUNDS

Budget For Fiscal Year Ending June 30, 2027

Budget Summary for Southern Nevada Water Authority
(Local Government)

FUND NAME	*	OPERATING REVENUES (1)	OPERATING EXPENSES (2) **	NONOPERATING REVENUES (3)	NONOPERATING EXPENSES (4)	OPERATING TRANSFERS IN (5)	OPERATING TRANSFERS OUT(6)	NET INCOME (7)
Southern Nevada Water Authority	E	$ 191,506,235	$ 456,624,618	$ 691,883,677	$ 130,363,570	$ -	$ -	$ 296,401,724
TOTAL		$ 191,506,235	$ 456,624,618	$ 691,883,677	$ 130,363,570	$ -	$ -	$ 296,401,724

* FUND TYPES: E - Enterprise
I - Internal Service
N - Nonexpendable Trust

** Include Depreciation

FORM 4404LGF

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PROPRIETARY FUND	(1) ACTUAL PRIOR YEAR ENDING 6/30/2025	(2) ESTIMATED CURRENT YEAR ENDING 6/30/2026	(3) BUDGET YEAR ENDING 06/30/27 TENTATIVE APPROVED	(4) BUDGET YEAR ENDING 06/30/27 FINAL APPROVED
OPERATING REVENUE				
Wholesale Delivery Charge	$ 177,817,478	$ 174,955,074	$ 181,541,987	
Other Revenues	14,329,693	9,974,939	9,964,248	
Total Operating Revenue	$ 192,147,171	$ 184,930,013	$ 191,506,235	
OPERATING EXPENSE				
Energy	50,128,479	61,449,645	63,029,579	
Salaries & Benefits	90,922,175	107,467,594	120,313,322	
Operating Expenses	95,099,738	105,651,377	151,235,602	
Depreciation/Amortization	115,783,712	116,717,599	122,046,116	
Total Operating Expense	351,934,104	391,286,215	456,624,618	
Operating Income or (Loss)	(159,786,933)	(206,356,202)	(265,118,383)	
NONOPERATING REVENUES				
Investment Income	83,018,938	14,568,700	19,513,387	
Capital Contributions	560,182,863	642,250,822	640,336,016	
Amortization of Bond Premiums & Discounts	40,725,126	37,027,970	32,034,274	
Gain on Sale of Assets	329,352	-	-	
Other Nonoperating Revenues		-	-	
Total Nonoperating Revenues	684,256,279	693,847,492	691,883,677	
NONOPERATING EXPENSES				
Interest Expense	114,169,723	124,083,771	126,600,617	
Amortization of Refunding Costs	(637,968)	1,544,840	2,057,993	
Bond Issue Costs	2,430,801	1,617,165	1,704,960	
Other Nonoperating Expenses	4,520,835	-	-	
Total Nonoperating Expenses	120,483,391	127,245,776	130,363,570	
Special Item				
Net Income before Operating Transfers	403,985,955	360,245,514	296,401,724	
Transfers (Schedule T)				
In				
Out				
Net Operating Transfers				
CHANGE IN NET POSITION	**$ 403,985,955**	**$ 360,245,514**	**$ 296,401,724**	

Southern Nevada Water Authority
(Local Government)

SCHEDULE F-1 REVENUES, EXPENSES AND NET POSITION

FUND ENTERPRISE

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PROPRIETARY FUND	(1) ACTUAL PRIOR YEAR ENDING 6/30/2025	(2) ESTIMATED CURRENT YEAR ENDING 6/30/2026	(3) BUDGET YEAR ENDING 06/30/27 TENTATIVE APPROVED	(4) BUDGET YEAR ENDING 06/30/27 FINAL APPROVED
A. CASH FLOWS FROM OPERATING ACTIVITIES:				
Cash Received from Customers	$ 191,977,521	$ 184,930,013	$ 191,506,235	
Cash Payments to Suppliers of Goods and Services	(177,943,289)	(274,568,615)	(334,578,502)	
Other Cash Payments	-	(5,000,000)	(5,000,000)	
a. Net cash provided by (or used for) operating activities	14,034,232	(94,638,602)	(148,072,267)	
B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:				
b. Net cash provided by (or used for) noncapital financing activities	-	-	-	
C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:				
Acquisition and Construction of Capital Assets	(209,658,471)	(424,619,315)	(702,965,495)	
Proceeds from Disposal of Property and Equipment	331,740	-	-	
Proceeds of Debt Issuance	422,081,930	-	512,102,701	
Bond Issue Costs	-	1,617,165	1,704,960	
Principal Paid on Debt	(164,061,541)	(172,486,540)	(142,231,540)	
Interest Paid on Debt	(114,764,587)	(123,948,812)	(126,469,364)	
Interest Rebate	-	-	-	
Capital Contributions	495,708,468	642,250,822	640,336,016	
Other Cash Receipts	-	-	-	
Other Cash Payments	-	-	-	
Right-of-use Leases	(251,147)	(409,067)	(407,647)	
Subscription assets	(679,454)	(992,113)	(545,775)	
Prepayments on joint projects	(3,600,324)	-	(2,348,000)	
c. Net cash provided by (or used for) capital and related financing activities	425,106,614	(78,587,860)	179,175,856	
D. CASH FLOWS FROM INVESTING ACTIVITIES:				
Purchases of Investment Securities	(1,414,610,119)	(861,764,745)	(995,338,280)	
Proceeds from Sales or Maturities of Investment Securities	960,169,946	956,962,282	944,116,436	
Investment Income	32,742,823	57,598,310	19,513,387	
d. Net cash provided by (or used in) investing activities	(421,697,350)	152,795,847	(31,708,458)	
NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)	17,443,496	(20,430,616)	(604,869)	
CASH AND CASH EQUIVALENTS AT JULY 1, 20xx	4,617,209	22,060,705	1,630,089	
CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx	22,060,705	1,630,089	1,025,221	

Southern Nevada Water Authority
(Local Government)

SCHEDULE F-2 STATEMENT OF CASH FLOWS

FUND ENTERPRISE

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ALL EXISTING OR PROPOSED
GENERAL OBLIGATION BONDS, REVENUE BONDS,
MEDIUM-TERM FINANCING, CAPITAL LEASES AND
SPECIAL ASSESSMENT BONDS

* - Type
1 - General Obligation Bonds
2 - G.O. Revenue Supported Bonds
3 - G.O. Special Assessment Bonds
4 - Revenue Bonds
5 - Medium-Term Financing
6 - Medium-Term Financing - Lease Purchase
7 - Capital Leases
8 - Special Assessment Bonds
9 - Mortgages
10 - Other (Specify Type)
11 - Proposed (Specify Type)

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
								REQUIREMENTS FOR FISCAL YEAR ENDING 06/30/27		(9)+(10)
NAME OF BOND OR LOAN List and Subtotal By Fund	TYPE *	TERM	ORIGINAL AMOUNT OF ISSUE	ISSUE DATE	FINAL PAYMENT DATE	INTEREST RATE	BEGINNING OUTSTANDING BALANCE 7/1/2026	INTEREST PAYABLE	PRINCIPAL PAYABLE	TOTAL
State of Nevada 2009 Bonds	2	20 Years	$ 2,214,457	12/11/09	07/01/29	0.0%	$ 442,891	$ -	$ 126,540	$ 126,540
Clark County 2016A Bonds	2	14 Years	263,955,000	03/03/16	11/01/29	5.0%	40,315,000	1,785,375	9,215,000	11,000,375
Clark County 2016B Bonds	2	18 Years	271,670,000	08/03/16	11/01/34	4.0% - 5.0%	181,325,000	7,669,100	35,660,000	43,329,100
LVVWD 2017B Bonds	2	15 Years	22,115,000	03/14/17	02/01/32	4.0% - 5.0%	9,010,000	371,875	2,270,000	2,641,875
Clark County 2017 Bonds	2	21 Years	321,640,000	03/22/17	06/01/38	4.0% - 5.0%	227,030,000	9,712,100	14,635,000	24,347,100
LVVWD 2019A Bonds	2	20 Years	107,975,000	03/13/19	06/01/39	5.0%	88,325,000	4,416,250	3,400,000	7,816,250
LVVWD 2019B Bonds	2	8 Years	90,280,000	10/16/19	06/01/27	5.0%	6,315,000	315,750	6,315,000	6,630,750
LVVWD 2020A Bonds	2	14 Years	123,860,000	03/03/20	06/01/34	3.0%-5.0%	80,645,000	3,476,350	8,515,000	11,991,350
LVVWD 2021A Bonds	2	17 Years	144,685,000	03/03/21	06/01/38	2.0% - 5.0%	79,445,000	3,521,750	21,185,000	24,706,750
LVVWD 2021C Bonds	2	13 Years	208,145,000	03/25/21	06/01/34	2.0% - 5.0%	142,610,000	5,738,500	15,060,000	20,798,500
Clark County 2021 Bonds	2	15 Years	67,620,000	11/02/21	11/01/36	2.1% - 3.0%	67,620,000	1,623,475	-	1,623,475
LVVWD 2022A Bonds	2	29 Years	292,240,000	02/01/22	06/01/51	4.0% - 5.0%	270,545,000	11,319,900	6,115,000	17,434,900
LVVWD 2022C Bonds	2	20 Years	253,820,000	03/03/22	06/01/42	4.0% - 5.0%	219,780,000	9,444,250	9,600,000	19,044,250
Clark County 2022A Bonds	2	10 Years	75,090,000	05/10/22	06/01/32	4.0%	75,090,000	3,003,600	-	3,003,600
LVVWD 2024A Bonds	2	15 Years	286,255,000	09/04/24	06/01/39	5.0%	286,255,000	14,312,750	-	14,312,750
State of Nevada 2024 SRF Loar	4	20 Years	56,733,000	10/22/24	07/01/44	1.0%	7,627,165	76,272	-	76,272
LVVWD 2025A Bonds	2	30 Years	415,000,000	06/24/25	06/01/55	4.9%	394,430,000	20,126,500	-	20,126,500
LVVWD 2026A Bonds	2	30 Years	335,060,000	03/04/26	06/01/46	5.0%	335,060,000	16,753,000	10,135,000	26,888,000
LVVWD 2026-27 Proposed Bon	11	30 Years	630,000,000	2026-27	2056-57		-	12,802,568	-	12,802,568
TOTAL ALL DEBT SERVICE							$ 2,511,870,056	$ 126,469,364	$ 142,231,540	$ 268,700,905

SCHEDULE C-1 - INDEBTEDNESS
Southern Nevada Water Authority Budget Year 2026-2027
(Local Government)

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LOBBYING EXPENSE ESTIMATE

Pursuant to NRS 354.600 (3), **each** (emphasis added) local government budget must obtain a separate statement of anticipated expenses relating to activities designed to influence the passage or defeat of legislation in an upcoming legislative session.

Nevada Legislature: 84th Session; February 1, 2027 to June 3rd, 2027

1. Activity: Legislature 2027 - Southern Nevada Water Authority

2. Funding Source: Operating Revenues

3. Transportation	$	49,972
4. Lodging and meals	$	37,998
5. Salaries and Wages	$	97,992
6. Compensation to lobbyists	$	35,700
7. Entertainment	$	-
8. Supplies, equipment & facilities; other personnel and services spent in Carson City	$	866
Total	$	222,529

Entity: Southern Nevada Water Authority

Budget Year 2026-2027

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SCHEDULE OF EXISTING CONTRACTS

Budget Year 2026-2027

Local Government: Southern Nevada Water Authority

Contact: Paul Johnson

E-mail Address: paul.johnson@lvvwd.com

Daytime Telephone: 702-822-8337

Total Number of Existing Contracts: _____26_____

Line	Vendor	Effective Date of Contract	Termination Date of Contract	Proposed Expenditure FY 2025-26	Proposed Expenditure FY 2026-27	Reason or need for contract:
1	Baker Tilly US, LLP	03/28/22	12/31/27	$ 100,000	$50,000.00	Professional Auditing Services SNWA
2	Baker Tilly US, LLP	03/28/22	12/31/27	100,000	50,000	Professional Auditing Services SSEA
3	Great Basin Institute	12/18/17	10/31/26	12,000	-	WSNA Vegetation Control And Docent Staffing
4	Herndon Solutions Group	9/20/2021	09/19/28	2,763,607	2,763,607	Specialty Staff Augmentation Services
5	Holland and Hart	07/01/20	06/30/28	100,000	100,000	General Counsel Services PUC
6	Holland and Hart	01/20/21	01/19/28	1,500,000	1,000,000	Legal Services-Environmental Compliance and Water Resources
7	Holley Driggs	12/10/19	12/09/26	7,500	-	Professional Services
8	HRA Inc	12/17/19	12/16/27	90,000	45,000	Archaeological Evaluations
9	Joseph Guild & Associates LLC	07/01/20	06/30/34	46,000	46,000	Special Counsel on Ranch Related Activities-Public Services
10	Joshua Tree Productions	07/06/23	07/05/28	75,000	75,000	Video Production Services
11	Park Landscape	02/01/19	01/31/28	69,156	69,156	On Call Landscape Maintenance WSNA
12	Rayos Group	09/24/19	09/23/26	12,000	12,000	Risk Resilience Assesment
13	Soil Tech Inc	07/19/23	07/18/28	550,000	550,000	SNWA Environmental Restoration Revegetation and Maintenance
14	Spring Valley Associates LLC	09/22/20	09/21/26	400,000	-	Ranch Management Services
15	Taggart & Taggart LTD	02/06/20	Perpetual	1,500,000	1,500,000	Legal Services Related to Development of Water Resources
16	Tri-County Weed Control	1/1/2021	12/31/27	23,040	12,000	Weed Control Services
17	United Soil Science	01/26/22	01/25/28	500,000	250,000	Fertilizer Application Services
18	Emerson Process Management Power & Water Solutions Inc	10/6/2025	10/05/28	100,590	100,590	Ovation Phase 1 Evergreen Design Services
19	Holland & Hart LLP	6/16/2025	06/15/23	100,000	100,000	Litigation Related Services as Directed by General Counsel.
20	NDN Analytics LLC	8/12/2025	08/11/26	95,000		Water Resources and Land Policy Consulting Services
21	SWCA Incorporated dba SWCA Environmental Consultants	06/03/25	06/02/32	11,000	11,000	SWCA Service Agreement
22	Valbridge Property Advisors	3/26/2025	03/25/32	100,000	100,000	Property Appraisal Services
23	EMCOR Services / Mesa Energy Systems Inc dba EMCOR Services	5/12/2025	04/30/32	600,000	600,000	HVAC On-Call Services
24	Gust Electric Inc	6/4/2025	06/03/32	50,000	50,000	On-Call Electrical Services
25	MMC Inc	08/23/23	08/23/29	750,000	750,000	SNWS Mechanical On-call Services
26	O'Flaherty Plumbing and Heating	05/29/25	05/28/32	30,000	30,000	On-call Plumbing and Heating Service Work
27						
28	Total Proposed Expenditures			$ 9,684,893	$ 8,264,353	

Additional Explanations (Reference Line Number and Vendor):

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SCHEDULE OF PRIVATIZATION CONTRACTS

Budget Year 2026-2027

Local Government: Southern Nevada Water Authority

Contact: Paul Johnson

E-mail Address: paul.johnson@lvvwd.com

Daytime Telephone: 702-822-8337

Total Number of Privatization Contracts: None

Line	Vendor	Effective Date of Contract	Termination Date of Contract	Duration (Months/ Years)	Proposed Expenditure FY 2025-26	Proposed Expenditure FY 2026-27	Position Class or Grade	Number of FTEs employed by Position Class or Grade	Equivalent hourly wage of FTEs by Position Class or Grade	Reason or need for contract:
1	None									
2										
3										
4										
5										
6										
7										
8										
9										
10	Total									

Attach additional sheets if necessary.

Schedule 32

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Placeholder for Affidavit of Publication

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Placeholder for Affidavit of Publication

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Placeholder for Letter of Compliance

SECTION 5

DEPARTMENT BUDGETS

Summary of Department Expenditures ..... 5 - 73
Executive Management ..... 5 - 74
Legal Services ..... 5 - 79
Finance ..... 5 - 85
Energy Management ..... 5 - 90
Risk Management ..... 5 - 95
Engineering ..... 5 - 100
Infrastructure Management ..... 5 - 105
Operations ..... 5 - 111
Information Technology ..... 5 - 115
Environmental, Health, Safety & Corporate Security ..... 5 - 121
Water Quality & Treatment ..... 5 - 130
Water Resources ..... 5 - 136
Public Services ..... 5 - 143

SOUTHERN NEVADA WATER AUTHORITY™

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This section contains summaries of budgets for each of the Southern Nevada Water Authority's (SNWA) departments. Each department's budget narrative contains detailed budget information and other highlights of the 2026-27 Budget Plan. The following table presents the 2024-25 Actual, 2025-26 Adopted Budget and 2026-27 Budget Plan for each of the departments.

SNWA

Summary of Department Expenditures

DEPARTMENTS	Actual 2024-25	Budget 2025-26	Budget 2026-27	Budget-to-Budget Variance
Executive Management	$ 2,405,611	$ 2,233,750	$ 3,011,181	$ 777,431
Legal Services	4,433,908	7,897,144	8,056,449	159,306
Finance	17,531,487	24,856,726	32,608,387	7,751,661
Energy Management	63,409,092	69,583,325	66,939,706	(2,643,619)
Risk Management	3,737,469	3,816,895	4,753,083	936,188
Customer Care & Field Services	548,783	504,460	—	(504,460)
Engineering	110,536,606	282,531,256	551,072,488	268,541,232
Infrastructure Management	36,406,871	39,858,019	40,472,591	614,572
Operations	17,960,080	19,653,163	21,270,628	1,617,465
Human Resources	680,035	1,205,632	—	(1,205,632)
Information Technology	14,165,066	18,505,396	19,131,318	625,922
Environmental Health Safety & Corporate Security	12,965,465	12,743,170	15,655,759	2,912,589
Water Quality & Treatment	46,755,680	39,879,770	43,238,031	3,358,261
Water Resources	101,067,642	194,278,056	218,277,027	23,998,971
Public Services	15,477,984	17,060,539	17,241,563	181,024
Total Department Expenditures	**$448,081,781**	**$ 734,607,301**	**$1,041,728,211**	**$ 307,120,910**
Debt Service	278,826,128	305,136,838	268,700,905	(36,435,933)
TOTAL USES OF FUNDS	$726,907,909	$ 1,039,744,139	$1,310,429,116	$ 270,684,976

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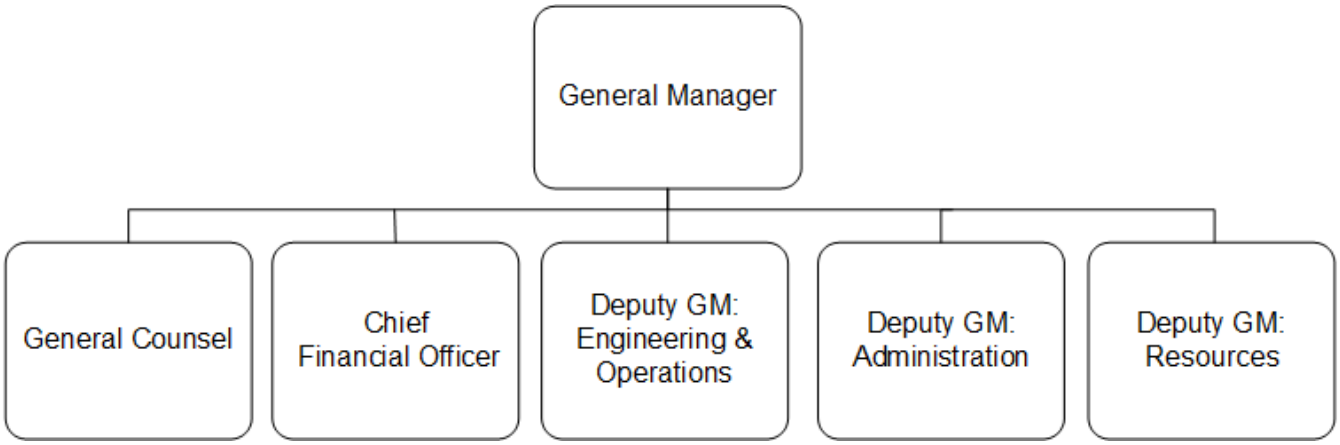
EXECUTIVE MANAGEMENT



Mission

Provide world class water service in a sustainable, adaptive and responsible manner to our customers through reliable, cost-effective systems.

Department Responsibilities

The Executive Management Team (E-Team) is responsible for strategic planning, general administration, and operational oversight of the SNWA. The function is staffed by a General Manager, who has responsibility for managing the two organizations. Three Deputy General Managers, a Chief Financial Officer and a General Counsel also oversee administrative and operational activities.

The E-Team implements policy as established by the SNWA Board of Directors. The team is responsible for anticipating organizational needs and implementing appropriate strategies to ensure these needs are met. To fulfill the mission, the Executive Management Team petitions the Board for direction and approval of funding or other support and directs staff accordingly. It also interacts with other local, national, and international entities in developing strategies to meet demands and responsibly manage resources.

Department Division Descriptions

The SNWA's E-Team provides agency-wide leadership and oversight, and guides the strategic, financial, legal, administrative, water resource, and infrastructure functions that span the entire organization. Because this group is responsible for directing all the SNWA's departments, this narrative describes these executive roles in place of traditional divisional summaries to clarify the role of executive leadership in carrying out organization-wide priorities.

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General Manager. The General Manager (GM) is the chief executive responsible for overseeing all the SNWA operations, including the acquisition, treatment, and delivery of water to more than two million residents and over forty million annual visitors. The role also encompasses regional, interstate, and international water negotiations, particularly regarding Lake Mead and the Colorado River, ensuring long-term supply stability and regulatory coordination.

General Counsel. The General Counsel provides executive-level legal oversight for the SNWA, ensuring all organizational actions comply with federal, state, and interstate water laws. While each legal function is carried out by attorneys and legal staff within the department, the General Counsel guides overall legal strategy, oversees contract and regulatory review, and supports intergovernmental and interstate agreements central to the SNWA's operations. This role ensures that the SNWA's programs, projects, and negotiations remain legally sound and aligned with statutory requirements.

Chief Financial Officer. The Chief Financial Officer (CFO) oversees the SNWA's financial strategy, ensuring long-term fiscal stability and responsible stewardship of public funds. While day-to-day financial operations are handled by the SNWA's Finance Department, the CFO guides budget development, financial planning, and investment strategy at the executive level. The CFO also oversees the strategic direction of the organization's Energy Management Department, which works to ensure sufficient electrical power is available to deliver water throughout Southern Nevada, while focusing on renewable energy sources such as solar power. These roles ensure that the SNWA's financial operations remain transparent, accountable, and aligned with both regulatory requirements and the SNWA's strategic priorities.

Deputy General Manager of Engineering and Operations. The Deputy General Manager (DGM) of Engineering and Operations provides executive-level guidance for the SNWA's major infrastructure and operational functions. In this capacity, they oversee the strategic direction of the Engineering, Operations, Infrastructure Management, and Water Quality & Treatment departments. This oversight ensures that the SNWA's capital projects, system operations, infrastructure reliability efforts, and water treatment programs remain coordinated, efficient, and aligned with long-term regional needs.

Deputy General Manager of Administration. The Deputy General Manager (DGM) of Administration provides executive oversight for core organizational support functions that keep the organization operating effectively. This includes guiding the strategic direction of the Information Technology, Human Resources, and Environmental Health, Safety and Corporate Security departments, all of which are led by their respective directors. Through this oversight, the DGM of Administration ensures that the organization's internal systems, workforce support, and safety and security programs align with organizational priorities and operational needs.

Deputy General Manager of Resources. The Deputy General Manager (DGM) of Resources provides executive-level oversight for the SNWA's long-range water supply planning, conservation initiatives, and Colorado River program management. In this role, the DGM guides the strategic direction of the Public Services, Water Resources, and Customer Care & Field Services departments—each led by its own director—to ensure their programs and operations support the SNWA's broader resource management objectives.

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Budget Objectives and Initiatives

As the Southern Nevada community continues to grow and diversify, continued investment in system infrastructure remains essential to maintaining reliability, sustainability, and long-term preparedness. Advancing major construction and system-capacity projects in fiscal year 2026-27 supports the SNWA's strategic goals by ensuring the delivery system remains efficient, resilient, and capable of meeting evolving demand. These efforts also reflect innovative engineering solutions and cost-effective investments that maintain high service reliability in changing hydrologic conditions.

Total expenditures are shown in the table below.

Expenditures

SNWA USES	Actual 2024-25	Budget 2025-26	Budget 2026-27
Water resource investments	$ —	$ —	$ —
Materials and supplies	294	700	825
Maintenance and repairs	—	60	—
Rental and leases	—	—	—
Other employee expenses	165,331	238,055	281,300
Other operating expenses	143,867	137,350	161,150
Total Operating Expenses	309,492	376,165	443,275
Capital expenditures	—	—	—
Salaries and benefits	2,096,119	1,857,585	2,567,906
TOTAL DEPARTMENT EXPENDITURES	$ 2,405,611	$ 2,233,750	$ 3,011,181
FTE POSITIONS	4.5	5.0	5.5

Ongoing regional collaboration on the post-2026 Colorado River operating guidelines further strengthens long-term water supply reliability. By working with Basin States and federal partners to establish a durable and equitable management framework, the SNWA is helping secure sustainable resources for the community.

Conservation remains a central focus, reducing overall water demand, extending available supplies and supporting sustainable growth. Through water efficiency initiatives, the organization continues to adapt to the ongoing impacts of drought, climate change and warming temperatures. These programs promote innovation, cost-effective resource management, and broaden community participation.

The E-Team prioritizes key initiatives that enhance system reliability, reduce consumptive water use, and advance critical infrastructure investments. The following budget highlights reflect the organization's highest-level priorities for the upcoming fiscal year.

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Drought and Water Resources. The E-Team remains focused on navigating the prolonged drought and significant hydrologic challenges affecting the Colorado River Basin. With reservoir elevations expected to remain low and Nevada continuing under Tier 1 shortage conditions in 2026, executive leadership is prioritizing adaptive resource planning, continued conservation progress, and coordination with federal and regional partners. Efforts include advancing long-term scenario planning, preparing for potential shortage reductions, and integrating the updated 2026 Water Resource Plan into operational decisions. The E-Team is also actively engaged in Colorado River negotiations to help shape a durable management framework that protects Southern Nevada's long-term supply reliability in an uncertain hydrologic future.

Conservation. Conservation remains a central budget priority, reflecting the organization's focus on extending available supplies and maintaining resilience under continued drought conditions. The SNWA will continue to advance major community-wide conservation initiatives—including landscape conversions, tree canopy expansion, water-efficient technologies, and septic-to-sewer conversions—to reduce consumptive use, support long-term demand management and progress toward the community conservation goal of 86 GPCD by 2035. Through these combined efforts, the SNWA aims to sustain community participation, enhance water efficiency, and minimize the overall consumptive water footprint of planned future growth throughout the valley.

Major Construction. Investment in major construction and system upgrades will be a key focus for the foreseeable future, ensuring the region's water infrastructure remains reliable, resilient, and capable of meeting current and future demand. Priority projects in the upcoming fiscal year include continued development of the Horizon Lateral, which will improve system redundancy and operational flexibility, and the ongoing build-out of the Garnet Valley water and wastewater systems to support long-term economic development. Additional capital initiatives include renewable energy investments, treatment facility upgrades, and reliability improvements across the distribution system. Together, these construction activities represent significant planned deliverables intended to expand capacity, modernize aging assets, and strengthen the community's ability to adapt to changing climatic, hydrologic and economic conditions.

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Strategic Plan

The Executive Management Team oversees and manages the implementation of the strategic plan goals identified by the LVVWD and SNWA.

Goals & Objectives		SPG-1	SPG-2	SPG-3	SPG-4	SPG-5	SPG-6
I	*Assure quality water through reliable and highly efficient systems.*	X	X	X	X	X	X
II	*Deliver an outstanding customer service experience.*	X	X	X	X	X	X
III	*Anticipate and adapt to changing climatic conditions while demonstrating stewardship of our environment.*	X	X	X	X	X	X
IV	*Develop innovative and sustainable solutions through research and technology.*	X	X	X	X	X	X
V	*Ensure organizational efficiency and manage financial resources to provide maximum customer value.*	X	X	X	X	X	X
VI	*Strengthen and uphold a culture of service, excellence and accountability.*	X	X	X	X	X	X

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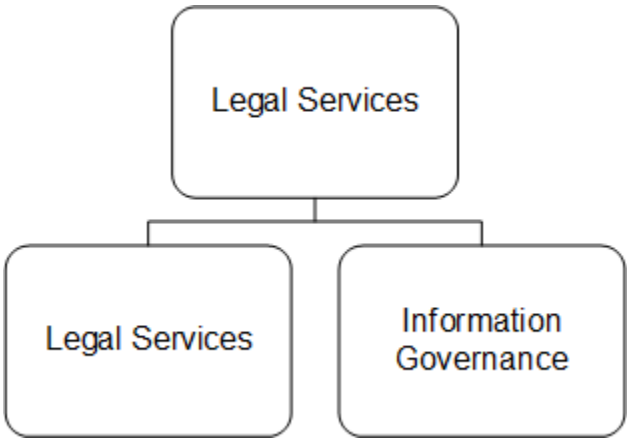
LEGAL SERVICES



Mission

To provide expert legal counsel in support of the organization's mission, policies, goals and strategies.

Department Responsibilities

Legal Services acts as corporate counsel to the organization, providing legal review of policies and procedures to ensure compliance with applicable laws and regulations. The department represents the organization in court proceedings and before administrative boards and hearing panels in a variety of natural resource, property, personnel, tort, contract, and other litigation matters. The department reviews contract documents and provides services for land and natural resource acquisitions associated with capital development programs. Legal Services coordinates and monitors efforts of outside counsel who represent the organization. The department is involved in resource planning and continues to advise on electrical power issues. Additionally, the Legal Services department is responsible for the organization's Information Governance (IG) initiatives.

The department works closely with the General Manager, the Chief Financial Officer and Deputy General Managers in providing legal advice and in the development and review of proposed legislation and regulations at the local, state, and federal levels.

Department Division Descriptions

Legal Services. In addition to litigation, department attorneys support the organization by giving advice and counsel on transactional matters and on sensitive personnel issues.

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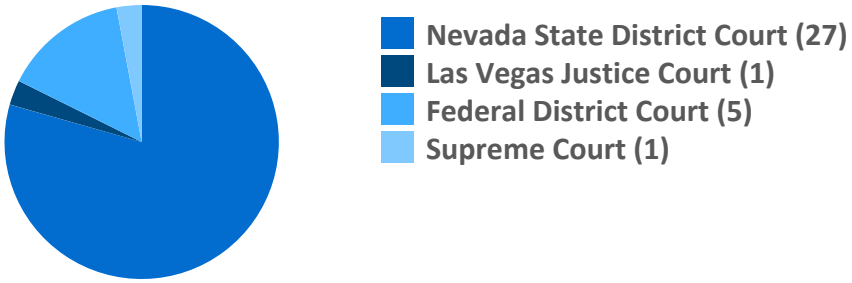
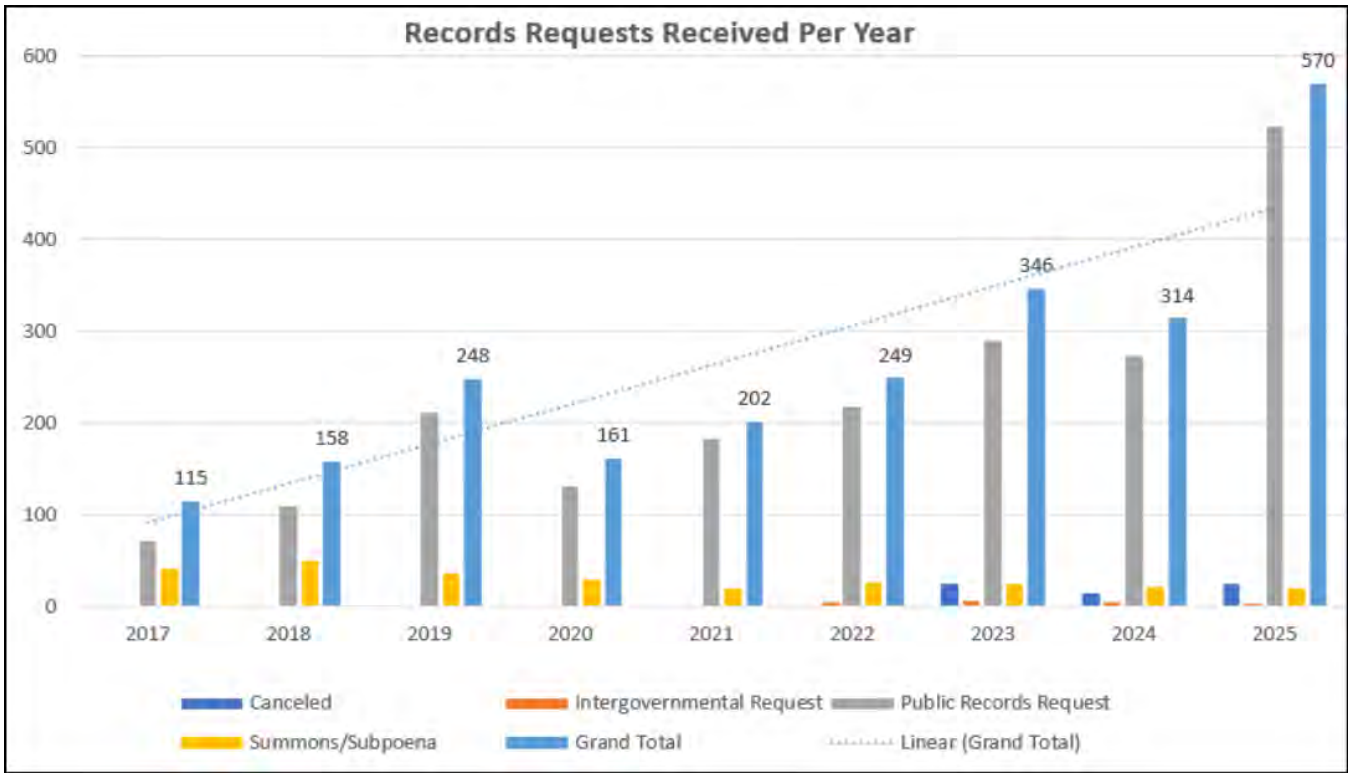
LVVWD & SNWA Pending Litigation Matters
Number of Cases: Federal, State, or Administrative Forum



Information Governance. The Information Governance division is responsible for managing the maintenance, retention, preservation, and disposition of the organization's Records in accordance with federal, state, and local laws, ordinances, regulations, and rules, applicable contractual requirements, and standard business practices. In addition, IG oversees the Agenda Item System for Board meetings.

Information Governance manages Public Records Requests (PRRs) for the organization. In addition, IG processes select Summons and Subpoenas. IG continues to manage two applications to process this work more efficiently for this process.



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Budget Objectives and Initiatives

The fiscal year 2026-27 budget for Legal Services supports the department's role as corporate counsel by maintaining core legal functions, ensuring compliance with applicable laws and regulations, and supporting litigation, contractual, and advisory services across the organization.

Attorneys in the department are performing a steadily increasing practice before Nevada courts, federal courts, and state and federal administrative agencies.

Total expenditures are shown in the table below.

	Expenditures		
SNWA USES	**Actual 2024-25**	**Budget 2025-26**	**Budget 2026-27**
Materials and supplies	$ —	$ 7,955	$ 7,955
Maintenance and repairs	52,902	108,000	22,500
Rental and leases	—	—	—
Other employee expenses	95,908	225,100	237,100
Other operating expenses	1,033,363	3,841,758	3,924,458
Total Operating Expenses	1,182,172	4,182,813	4,192,013
Capital expenditures	—	—	—
Salaries and benefits	3,251,736	3,714,331	3,864,437
TOTAL DEPARTMENT EXPENDITURES	**$ 4,433,908**	**$ 7,897,144**	**$ 8,056,449**
FTE POSITIONS	13.5	15.5	15.5

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Strategic Objectives and Accomplishments

The department continues to focus on client satisfaction to ensure our internal clients receive highly responsive, clear, and accurate legal opinions.

2026-27	Department Goals & Objectives	SPG-1	SPG-2	SPG-3	SPG-4	SPG-5	SPG-6
I	Public Records Request (PRRs) Data Gathering and Production Size Capture; which aligns with sub bullet language "Continuously improve service processed and practices based on customer assessments."		X				
II	ATLAS Content Services Platform (CSP) and Program; which aligns with sub bullet language "Promote a culture that is innovative, creative and makes effective use of technology."				X		
III	Explore Litigation Software Options with possible Upgrades and Add-ons to existing software as applicable; which aligns with sub bullet language "Identify, prioritize, and implement sustainable and cost-effective solutions to organizational challenges".				X		
IV	Continue to support the organization on litigation and giving advice and counsel on transactional matters and on sensitive personnel issues.						X
V	Assessment of organizational contract management processes, workflows, and technologies.					X	

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Department Performance Measure	Dept Goal	Target	2024-25 Actuals	2025-26 Estimate	2026-27 Budget
Begin to track the size of data that are initially gathered to process public records requests and the size of the production files in order to understand storage costs for this work stream.	I	Q4 2025	Ongoing	Q4 2025	Ongoing
Classification and Governance Project 2 engagements will continue to occur to organize and classify content by aligning it with the records retention schedule for the Human Resources Department, Public Services Department, Operations Department, Information Technology, and Infrastructure Management Department by Q4 2026.	II	Q4 2025	Ongoing	Q4 2025	Q4 2026
Successfully roll out the Knowledge Management Program that will ensure that the LVVWD's Records Retention Policy is aligned with the CSP by Q3 2025.	II	Q3 2025	Ongoing	Q3 2025	Ongoing
Successfully upgrade the Epiq storage capacity to allow for more efficient processing of legal matters, PRRs, Subpoenas, and Summons and assess the storage costs allocated to successfully process, store and share information to the correct parties.	III	Q4 2025	Ongoing	Q4 2025	Q3 2026
Conduct a Proof of Concept to determine if new software for device captures for phones can save Legal Services and IT time when processing data needed for litigation, legal holds, and PRRs.	III	Q4 2025	Ongoing	Q4 2025	N/A
Document the number of Federal, State, and Administrative Cases that are open and completed.	IV	Q2 2026	Ongoing	Ongoing	Q2 2026
Complete contracting assessment and develop summary recommendation package of business process and technology improvements to streamline workflows and ensure the organization's contractual and fiscal compliance.	V	Q1 2025	N/A	Complete	N/A
Implement recommendations resulting form the contract management assessment and contract workflow audit.	V	Q2 2026	N/A	N/A	Q2 2026

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2025-26	Department Accomplishments
Completed a total of 570 PRRs, Subpoenas and Summons Responses.	
Completed Classification and Governance Project 2 engagements by organizing and classifying content by aligning it with the records retention schedule for Finance, Environmental Health and Corporate Security, Engineering, The General Manager's Office, Energy Department and Risk Departments and successfully implemented the Knowledge Management Program to continue to be in compliance.	
Upgrade the Exterro System to allow for more efficient processing of PRRs, Subpoenas, and Summons and performed enhanced user training.	
Worked with vendor who demonstrated the software for device captures for phones. This allowed Legal Services to determine whether or not to move forward with a Proof of Concept.	
Litigation attorney(s) worked to dismiss, close or win 16 cases that were in the District, Justice, Federal and Supreme Courts.	

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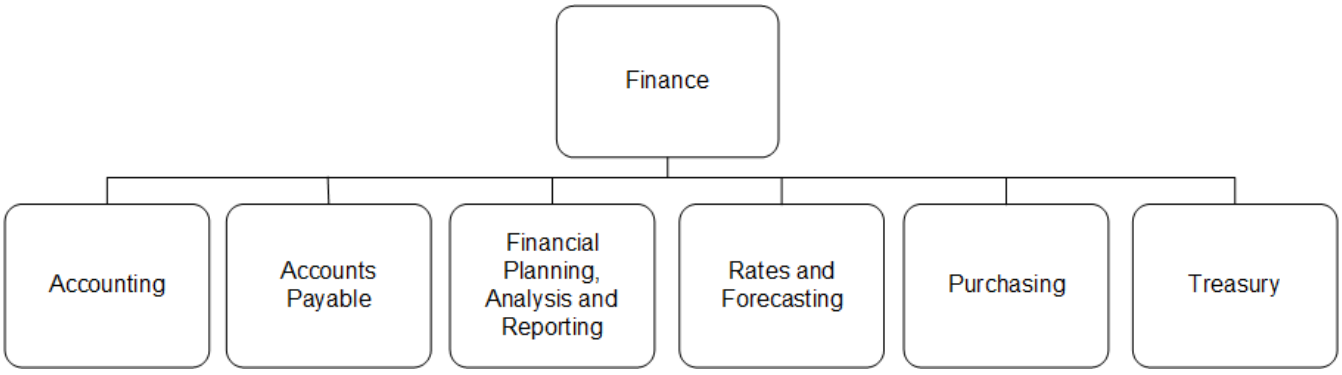
FINANCE



Mission

Empowering organizational decision-making and adaptive solutions by providing accurate and timely financial insights.

Department Responsibilities

The Finance department is responsible for accounting, financial reporting, financial planning, debt and treasury management, budgeting, centralized purchasing activities, and all aspects of financial operations of the LVVWD and the SNWA. Following the principles of governmental accounting, the department maintains, on an accrual basis, an Enterprise Fund for the LVVWD and the SNWA, and Pension and Other Employee Benefits Trust Funds. In the Enterprise Funds, financial activities are recorded in a similar manner to that of a private business. The Pension and Other Employee Benefits Trust Funds are used to account for the investments, earnings, contributions, expenses, and projected pension and other employee benefits of the LVVWD Plans. The department also coordinates the LVVWD and the SNWA budget processes in compliance with Nevada State Law. Internal accounting controls, as required under Generally Accepted Accounting Principles (GAAP), are strictly enforced for safeguarding property and in preparing financial statements.

The Finance department budget also includes the LVVWD's costs for water supply and charges that are made on behalf of the SNWA (pass-through costs).

Department Division Descriptions

Accounting. The Accounting Division provides and supports accounting services for the following entities: LVVWD, SNWA, BBWD, Kyle Canyon Water District (KCWD), Coyote Springs Water Resources District (CSWRD), and three additional rural systems that are a part of the LVVWD, and the Springs Preserve. The financial reporting includes monthly and quarterly financial statements, as well as the LVVWD and the SNWA Annual Comprehensive Financial Reports and the BBWD Annual Report with

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their corresponding audit reports. In addition, the division prepares and submits the financial reporting related to grant activities for the LVVWD, SNWA, and BBWD.

Accounting functions include: ensuring financial statements and reports are accurate, complete and consistent; performing various financial analyses, revenue billing, maintaining the general ledger, inventory, fixed asset and other system records; oversight of controls over revenues, expenditures, assets, and liabilities, cash management, and the accounting and reporting of investments for both the LVVWD and the SNWA funds; reconciling bank statements; and federal and state agency grant accounting that require preparation and submission of reports to obtain reimbursements.

Financial Planning, Analysis and Reporting. The Financial Planning, Analysis & Reporting division provides a broad range of financial services including oversight of annual budgets and other budget-related financial reporting to management.

This division is responsible for preparing the annual operating and capital budgets for the LVVWD, SNWA, BBWD, and CSWRD. This includes budget development, implementation, and monitoring. The division also prepares variance reports by department, and directors are accountable for expenditures over and under budget.

Rates and Forecasting. This division focuses on designing, analyzing, and recommending water rates; and providing short- and long-term financial plans, as well as support with the budget and reporting processes.

This division performs a variety of strategic and long-range financial forecasts, financial and water rate scenario analyses; and develops water rates, connection, and other fee recommendations and projections for the organization. On an annual basis, this division conducts a survey of water rates from over 50 cities located in the western United States, closely monitors water production and consumption data, and prepares statistical reports.

Purchasing. The Purchasing division is responsible for the centralized purchasing activities of the LVVWD and the SNWA. These activities include market analysis; developing and identifying new, expanded, or alternative suppliers; systems contracting, formal and informal solicitation/bidding processes, sustainable purchasing, disposition of company property, and the support of a diversified supplier program. The development of supply agreements containing appropriate contract terms and conditions, in conjunction with the Legal Department, are an integral function of the Purchasing Division. Ensuring compliance with all applicable purchasing statutes, obtaining quality products and services to serve our customers, and cost savings are among the division's priorities.

Treasury. The Treasury division is responsible for debt management, investments, and banking. Debt management includes supporting management with the issuance of debt, continuing disclosure requirements, and other analysis. Investments include the investment of operating monies and reserves, as well as investments related to post-employment benefits. Treasury serves as a point of contact for banking issues.

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Budget Objectives and Initiatives

The fiscal year 2026-27 budget for Finance supports the delivery of comprehensive financial services, including accounting, financial planning, debt and treasury management, and budgeting, while ensuring fiscal stability, transparency, and compliance with applicable standards.

Total expenditures are shown in the table below.

Expenditures

SNWA USES	Actual 2024-25	Budget 2025-26	Budget 2026-27
Energy	$ (167,590)	$ —	$ —
Materials and supplies	1,002,430	1,691,440	2,882,707
Maintenance and repairs	2,148,552	2,000,934	6,721,115
Rental and leases	257,531	559,554	709,555
Other employee expenses	5,988	43,236	44,429
Other operating expenses	20,223,440	10,208,375	13,212,229
Total Operating Expenses	23,470,352	14,503,540	23,570,035
Nonoperating expenses	2,272,918	5,812,636	4,184,212
Capital expenditures	—	—	—
Salaries and benefits	(8,211,783)	4,540,550	4,854,140
TOTAL DEPARTMENT EXPENDITURES	**$ 17,531,487**	**$ 24,856,726**	**$ 32,608,387**
FTE POSITIONS	19.4	21.3	22.0

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Strategic Objectives and Accomplishments

By the very nature of its activities, the Finance Department either directly or indirectly impacts all the Strategic Plan Goals through the prudent and strategic funding of the various activities and services provided by the LVVWD and the SNWA.

2026-27	Department Goals & Objectives	SPG-1	SPG-2	SPG-3	SPG-4	SPG-5	SPG-6
I	Achieve and maintain strong credit ratings by implementing robust credit risk management practices.	X				X	
II	Improve invoice and payment processing efficiency by leveraging electronic processes and automation.		X			X	
III	Expand use of quote-to-procure system to increase supplier competition in quoting and increase efficiency for the procurement of goods and services that do not statutorily require a formal bid solicitation process.		X		X	X	
IV	Submit the budget book to GFOA for the LVVWD and SNWA Operating and Capital Budgets.						X
V	Submit the LVVWD and SNWA annual comprehensive financial reports (ACFR) to GFOA for Certificate of Achievement for Excellence in Financial Reporting awards program.						X
VI	Commence detailed system planning and design for the implementation of the cloud-based Oracle financial system solution	X	X		X	X	X

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Department Performance Measure	Dept Goal	Target	2024-25 Actuals	2025-26 Estimate	2026-27 Budget
Continued to hold strong credit ratings by Standard & Poor's (S&P), helping to secure funding for critical infrastructure.	I	AA	AA+	AA+	AA+
Percentage of electronic invoices received from vendors and processed with minimal manual interventions.	II	70%	50%	65%	70%
% Spend Under Contract.	II	75%	70%	71%	72%
% of awarded savings processed through the quote-to-procure system.	III	4%	4%	4%	4%
Distinguished Budget Presentation Award recipient for both the LVVWD and SNWA budget books.	IV	Yes	Yes	Yes	Yes
Certificate of Achievement for Excellence in Financial Reporting Award recipient for both the LVVWD and SNWA Annual Comprehensive Financial Reports.	V	Yes	Yes	Yes	Yes
% Completion of System Planning & Design	VI	100%	N/A	20%	40%

2025-26 Department Accomplishments

Received the Certificate of Achievement for Excellence in Financial Reporting from the GFOA of the United States and Canada for the 46th consecutive year for the LVVWD Annual Comprehensive Financial Report for the year ended June 30, 2024.

Received an unmodified opinion from external auditors for the LVVWD, SNWA, and BBWD fiscal year ended June 30, 2024 audits.

Completed a pre-implementation effort to refine system requirements and establish project governance for the upcoming implementation of the cloud-based Oracle ERP financial solution

Successfully published an RFP seeking a system implementation partner to migrate the on-premise Oracle EBS financial system to the cloud-based Oracle ERP financial solution.

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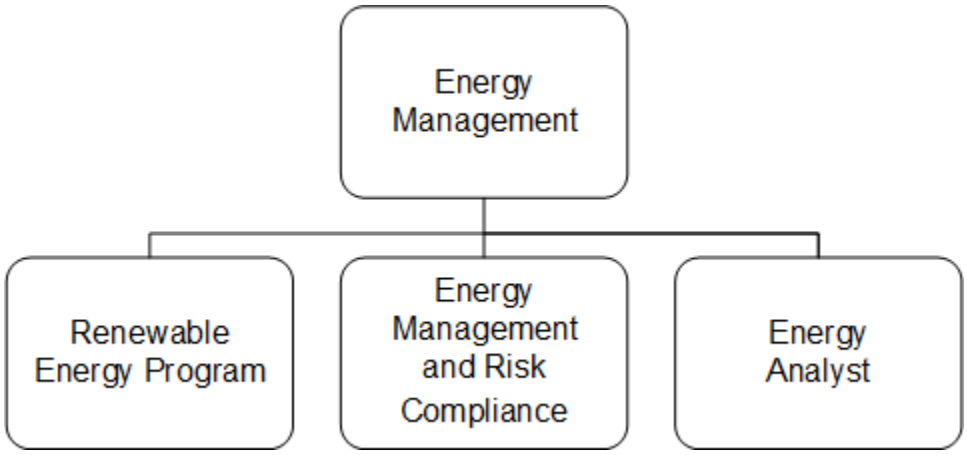
ENERGY MANAGEMENT



Mission

The mission of the Energy Management department is to acquire and manage a sustainable energy resources portfolio for the Southern Nevada Water Authority (SNWA) and its member agencies that prioritizes reliability and cost minimization.

Department Responsibilities

The Energy Management department was established in fiscal year 2005-06 to manage the procurement and utilization of energy resources necessary to pump, treat, and deliver water to the member agencies. The SNWA, in collaboration with the Colorado River Commission of Nevada (CRC), initially purchased energy supplies for its own water pumping needs and later began supplying power for the water pumping and wastewater needs of the SNWA member agencies, including the Las Vegas Valley Water District (LVVWD), the City of Las Vegas (COLV), the City of Henderson (COH), the Clark County Water Reclamation District (CCWRD) and the City of North Las Vegas (CONLV).

In 2007, the SNWA, along with the CRC, Lincoln County Power District No. 1, Overton Power District No. 5 and the City of Boulder City, formed the Silver State Energy Association (SSEA), a joint action agency charged with procuring and managing power resources for its members. Today, Energy Management personnel and CRC personnel, acting as the staff of the SSEA, manage the procurement and utilization of energy resources for the SNWA and its member agencies.

Key functions performed by Energy Management personnel on behalf of the SSEA include energy trading and procurement, accounting and settlements, energy risk management, forecasting, analytical support, and project planning and development. In addition to the functions performed on behalf of the SSEA, Energy Management personnel also support the renewable energy initiatives of the SNWA and the LVVWD.

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Department Division Descriptions

Silver State Energy Association (SSEA). The SNWA has been instrumental in the formation and development of the SSEA, which has brought significant benefits to the SNWA, its member agencies and the SSEA members. In order to properly manage the energy needs of the SNWA, a certain minimum size of labor and infrastructure is required. The employees and systems of the Energy Management department and the CRC Energy Services group have met this need for many years now.

Expanding the energy portfolio managed by this group to include the SNWA member agencies and the members of the SSEA has brought significant economies of scale and portfolio synergies to each of the participants, including the SNWA. Furthermore, the energy portfolio has been able to be expanded in this way with only a minimal increase in the size of the labor and overhead required to properly manage it. Over $1 million per year of general overhead and operating costs are now being paid for by non-SNWA entities, costs that otherwise would be paid for by the SNWA.

Some of the benefits the SNWA realizes by participating in the SSEA include 1) economies of scale when purchasing energy; 2) lower overhead costs; 3) lower balancing, imbalance and ancillary services costs due to the synergies of serving a single larger portfolio vs. serving the different load shapes of each individual entity; 4) federal hydropower optimization, which can only be realized by serving the combined portfolio; 5) economies of scale, shared resources, and shared costs of project development work; and 6) additional opportunities to work cooperatively with the other public entities in the overall energy portfolio.

Energy Price Stability. Energy Management measures its success based on how well it is meeting its objective to provide energy to the SSEA members yielding stable, low, and predictable prices. Consistent with the SSEA's Energy Risk Procedures, the price exposure of the SNWA's energy portfolio has been significantly reduced through calendar year 2030. The SSEA locks in its energy portfolio costs by securing a combination of physical market resources (generation assets or contracts for the delivery of electricity) as well as electric and natural gas financial products to meet the needs of its members. Physical contracts for electricity are secured whenever there are sufficient buyers and sellers to create liquid markets. Financial products are secured when physical contracts are unavailable, or market liquidity is unacceptably low. Financial products protect against price movements in the market and can be converted to physical supplies at a later time when physical power markets are more liquid. The chart below shows the SNWA's actual and projected energy costs through fiscal year 2030 (excluding capital costs) as of the end of January 2026.

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Energy Management has met its objective of providing energy at stable and predictable prices. This long-term management approach has allowed the SNWA and its members to budget for energy costs with a high degree of confidence years in advance. To ensure the commitment to long-term price stability is met, a Risk Control Committee comprised of the SNWA and its member agencies meets quarterly to review standardized reports produced by the SSEA, and to monitor the SSEA's adherence to its Risk Control Procedures.

The SNWA's energy costs are expected to be approximately $64 million, excluding the estimated cost of capital associated with the SNWA's energy assets for the fiscal year 2025-26. This amount will be recovered through the SNWA wholesale water delivery charge.

Boulder Flats Solar and 230 kV Transmission Project. The SNWA is working with Scout Clean Energy on a large 113-megawatt (MW) solar photovoltaic (PV) energy project located in the El Dorado Valley, including a 10-mile 230 kV transmission line extension to allow for interconnection with our existing transmission system. The SNWA is planning on purchasing most of the energy output, but all its member agencies that receive power from SNWA are also planning to purchase some of the output. This strategic resource will be a critical renewable energy resource for meeting our renewable energy targets and will provide a low, fixed price resource for many years.

SNWA and LVVWD Sustainability Initiatives. The Nevada legislature passed a new higher energy portfolio standard in 2019 that raises the requirement of 20 percent renewables in 2019 to 50 percent renewables by 2030. The SNWA and the LVVWD met its 2025 target and participation in the Boulder Flats Solar Project will enable the SNWA and the LVVWD to meet the increasing standard in the years to come.

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Budget Objectives and Initiatives

The fiscal year 2026-27 budget for Energy Management supports the procurement and management of energy resources for the SNWA's electrical loads. Expenses for the LVVWD, other SNWA member agencies, and other SSEA members, are not included in this budget. The majority of budget funding is for energy commodities and services purchased by the SSEA from the energy and financial marketplace to meet the SNWA's needs. Other expenditures include transmission, distribution and ancillary services; operation and maintenance expenses associated with transmission and generating assets; and administrative and general expenses for CRC and the personnel of the SNWA.

Total expenditures are shown in the table below.

Expenditures

SNWA USES	Actual 2024-25	Budget 2025-26	Budget 2026-27
Energy	$ 49,977,354	$ 62,629,912	$ 62,731,665
Materials and supplies	785	3,840	3,840
Maintenance and repairs	—	—	—
Rental and leases	—	—	—
Other employee expenses	6,131	13,270	13,270
Other operating expenses	439	1,150	1,150
Total Operating Expenses	49,984,708	62,648,172	62,749,925
Capital expenditures	12,048,068	5,577,000	2,783,000
Salaries and benefits	1,376,316	1,358,153	1,406,781
TOTAL DEPARTMENT EXPENDITURES	$ 63,409,092	$ 69,583,325	$ 66,939,706
FTE POSITIONS	5.0	5.0	5.0

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Strategic Objectives and Accomplishments

2026-27	Department Goals & Objectives	SPG-1	SPG-2	SPG-3	SPG-4	SPG-5	SPG-6
I	Meet or exceed the Nevada Renewable Energy Portfolio Standard.			X		X	
II	Complete the Boulder Flats gen-tie construction.			X		X	
III	Secure agreements and permits enabling the financing of the Boulder Flats solar project.			X		X	

Department Performance Measure	Dept Goal	Target	2024-25 Actuals	2025-26 Estimate	2026-27 Budget
Achieve legislated Nevada Renewable Portfolio Standard (34% in 2024 through 2026, leading up to 50% by 2030).	I	34%	34%	34%	34%
Construction progress to complete Boulder Flats generation interconnect line.	II	100%	20%	85%	100%
Progress toward commercial financing of the Boulder Flats solar project.	III	100%	50%	70%	100%

2025-26	Department Accomplishments
Delivered reliable power at a budgeted cost to SNWA and its member agencies.	
Saved $39 million on power delivery costs for SNWA and its purveyor members as compared to retail procurement.	
Met the Nevada Renewable Energy Portfolio Standard of 34%.	

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RISK MANAGEMENT

Mission

Provide innovative risk management strategies that will safeguard people, assets and objectives.

Department Responsibilities

Oversees the LVVWD's and SNWA's risk management processes; maintains a healthy enterprise risk management program; oversees the risk information management software; administers leak repair reimbursement program; coordinates insurance coverages; mitigates risk through captive financing; manages claims; coordinates with legal counsel; and analyzes risk metrics.

Department Division Descriptions

Enterprise Risk Management. The value proposition of this program will connect strategy and performance, enhance decision making, improve cross-company communications, support asset management processes, including rate cases and business continuity; and finally, create good governance for the organization.

Origami. In 2024, Origami was designated an enterprise-wide software due to extensive EHS use and outward facing Disclosure of Ownerships usage for designated contracts and Agenda Items.

Current projects: update mobile application for data entry of additional safety permits, like field discharge reporting and asbestos competent person, update certificate of insurance performance in extended module, and add disposition to record retention to match information governance requirements.

Leak Repair Reimbursement Program. Risk Management is administrating a program to provide reimbursement of leaks repaired on customer properties. The Leak Repair Reimbursement Program

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(LKRP) pilot went live as of April 1, 2024, and full implementation started on July 1, 2024. Since inception the LVVWD has paid 1,256 applicants a total of $1,164,294.87.

Insurance. Below is the cost comparison for insurance premiums over the last 5 years.

Renewal Comparison

Line of Coverage	2021-2022 Premiums	2022-2023 Premiums	2023-2024 Premiums	2024-2025 Premiums	2025-2026 Premiums
Operational Property	$ 713,000	$ 815,213	$ 1,029,518	$ 1,250,000	$ 1,800,000
Terrorism	46,755	49,670	46,755	51,431	60,262
Excess Liability	340,848	496,921	514,298	579,789	746,232
Excess Workers' Compensation	129,444	121,909	127,681	119,763	155,935
Employee Fidelity	22,583	18,488	12,831	12,831	12,831
Employment Practices Liability*	71,740	75,290	75,290	-	-
Cyber (Digital Technology Liability)	107,485	148,960	68,972	95,349	70,281
Ocean Marine	10,300	11,375	12,228	13,140	15,336
sUAS (Drone) Liability	-	-	-	6,897	10,607
Pollution Liability**	132,338	-	-	142,496	-
Total	**$ 1,574,493**	**$ 1,737,827**	**$ 1,887,573**	**$ 2,271,695**	**$ 2,871,484**
Change from Previous Premium	8.6%	10.4%	8.6%	20.4%	26.4%

*coverage included in Excess Liability policy

**3 year policy, not paid annually

Captive. In 2021, the Las Vegas Valley Water District formed LVVWD CI (Captive), a wholly owned subsidiary of the Las Vegas Valley Water District, domiciled in the state of Nevada. The Las Vegas Valley Water District is currently the sole member of this captive insurance company.

Captive Line of Coverage	FY 22*	FY 23	FY 24	FY25	FY26
Employment Practices Liability	$ 15,255	$ 57,120	$ 60,500	$ 99,000	$ 81,000
Excess Liability	304,500	883,680	737,000	731,500	779,000
Excess Workers Compensation	399,000	680,960	649,000	715,000	809,000
Operational Property & Builders Risk	261,975	642,880	759,000	1,232,000	1,741,000
Cyber Liability	36,750	244,160	297,000	275,000	141,000
Pollution Liability	24,675	35,840	38,500	44,000	36,000
Total	**$ 1,042,155**	**$ 2,544,640**	**$ 2,541,000**	**$ 3,096,500**	**$ 3,587,000**
Change from Previous Premium	*initital period 1/1/22-6/30/22	144.2%	-0.1%	21.9%	15.8%

Liability Claims. The annual number of claims processed by the department has been consistent over the past few years. The Risk Management team continues to evaluate ways to increase efficiencies and decrease claims costs. Key practices are:

- Reduce cost of medical records review by utilizing a nurse case manager versus physician.
- Index all bodily injury claims.
- Monthly meeting with Senior Attorney to strategize.
- Monthly meeting with Risk/Legal/EHS to review all open litigated claims.

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Budget Objectives and Initiatives

The fiscal year 2026-27 budget for Risk Management supports enterprise-wide risk mitigation efforts by maintaining core risk management functions, strengthening risk awareness, and advancing initiatives that protect the organization's people, assets, and operations.

Total expenditures are shown in the table below.

	Expenditures		
	Actual	Budget	Budget
SNWA USES	**2024-25**	**2025-26**	**2026-27**
Materials and supplies	$ —	$ —	$ —
Maintenance and repairs	—	—	—
Other employee expenses	—	—	—
Other operating expenses	3,122,567	3,155,700	3,913,782
Total Operating Expenses	3,122,567	3,155,700	3,913,782
Capital expenditures	—	—	—
Salaries and benefits	614,902	661,195	839,301
TOTAL DEPARTMENT EXPENDITURES	**$ 3,737,469**	**$ 3,816,895**	**$ 4,753,083**
FTE POSITIONS	3.2	3.0	3.5

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Strategic Objectives and Accomplishments

2026-27	Department Goals & Objectives	SPG-1	SPG-2	SPG-3	SPG-4	SPG-5	SPG-6
I	Reduce average per claim costs year-over-year.					X	X
II	Improve subrogation collection percentage.					X	X
III	Maintain Certificates of Insurance (COIs) vendor compliance.					X	X
IV	Process Leak Repair Reimbursement Program applications.			X			X

Department Performance Measure	Dept Goal	Target	2024-25 Actuals	2025-26 Estimate	2026-27 Budget
Enterprise Risk Management– Conduct Risk Survey every 3 years on Active and Emerging Risks.	V & VI	2026	—	—	—
Origami – Increase company-wide users to create efficiencies in record keeping.	IV	700	425	635	700
Leak Repair Reimbursement Program - Process 120 applications per month.	III & VI	120	38	117	120
Insurance - Maintain Certificates of Insurance (COIs) vendor compliance at a rate of 75% or higher.	V & VI	75%	60%	81%	75%
Captive - Improve subrogation collection percentage from 60% (average $250,000 per year to $300,000 per year).	V & VI	65%	60%	57%	65%
Liability Claims - Reduce average per liability claim costs year-over-year.	V & VI	$1,550	$1,645	$1,569	$1,550

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2025-26	Department Accomplishments
Launched the Origami mobile application for confined space permits and hot work permits; implemented a new visitor badging system for Security, and updated the vendor module to improve the certificate of insurance workflow.	
Leak Repair Reimbursement Program (LKRP) processed 1,743 customer applications and disbursed over $1 million in reimbursements to eligible customers.	
Aligned all insurance policy renewals with the fiscal year.	
Recovered $880,665 in subrogation funds in 2025 with a total of over $5,009,271 since 2022	

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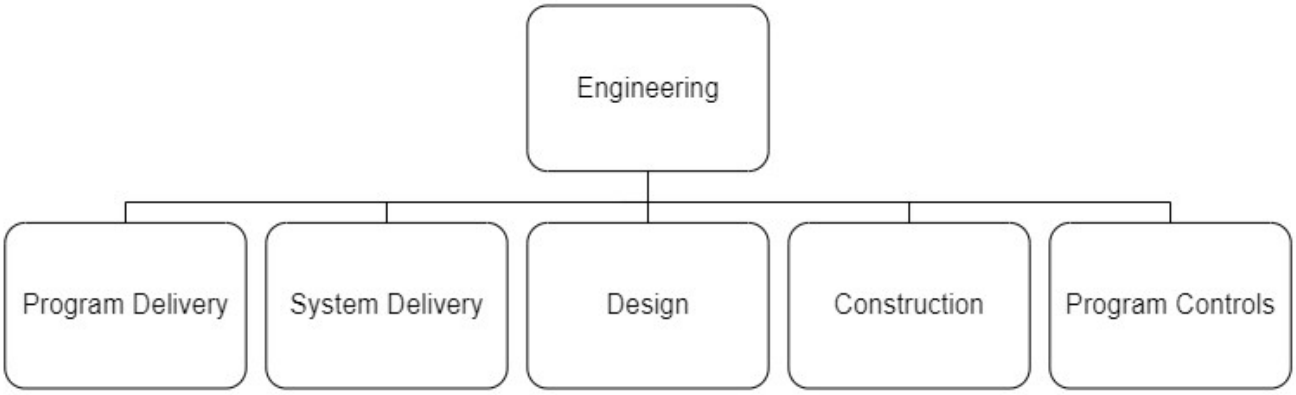
ENGINEERING



Mission

The mission of the Engineering department is to provide excellence in the field of engineering and related support services for design, construction and operation of reliable and cost-effective water infrastructure and support buildings.

Department Responsibilities

The Engineering department is responsible for implementing capital improvements projects for the Las Vegas Valley Water District (LVVWD), the Southern Nevada Water Authority (SNWA), and Big Bend Water District (BBWD). Presently, the functions under the Engineering department include: major projects administration, program and project controls, engineering design, construction management, construction inspection, permitting, land surveying, and right of way acquisition.

Improvement projects for the SNWA are identified in the 2020 Major Construction and Capital Plan (2020 MCCP). The 2020 MCCP describes ongoing projects and initiatives related to establishing and maintaining reliable system capacity, providing necessary support facilities, and developing access to new water resources. In coordination with the Operations, Resources and Facilities, and Infrastructure Management departments, Engineering provides right of way research and acquisition, construction permitting, surveying, engineering design, construction management and inspection services and program controls for all the MCCP programs and projects.

The SNWA is also responsible for the facilities providing erosion protection in the Las Vegas Wash, as defined in the Las Vegas Wash Capital Improvements Plan (Wash CIP). Engineering accomplishes the planning, design and construction of all projects defined by the Wash CIP.

Engineering also provides programmatic project controls, construction management, inspection, permitting, surveying, and right-of-way support services to other departments for their operating and capital projects and works closely with the Finance Department on near term and long-term capital

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project expenditures and cash flows and continuously reviews project schedules and projected capital project costs to refine funding projections.

Department Division Descriptions

The Engineering department is organized around five functional areas. Teams are organized to successfully manage completion of major capital projects of the LVVWD and SNWA capital plans.

Major Program Projects. Currently, the active major projects are the Horizon Lateral, Stage II Reliability Upgrades, Ozone Equipment Upgrades, the Garnet Valley Water System and Garnet Valley Wastewater Systems. Professional services agreements for the above-listed projects have all been executed and staff is managing the consultant design efforts.

Design. The design team is comprised of professional engineers, technicians, permit coordinators, land surveyors, right of way agents and support staff who work with operators, planners and asset managers in other departments to define project requirements and incorporate those requirements into design and construction packages. These packages are generally prepared for public bidding to construction contractors for both the SNWA and LVVWD. The design team members work closely with their clients and senior design division staff to assure design requirements are clear, compliant with the approved scope of work, align with schedule and budget, and consistent with generally accepted engineering standards. Design also coordinates with in-house Legal, Safety, Risk Management, and Purchasing staff to ensure contract provisions are appropriate.

Construction Management. The construction management team is comprised of engineers, inspectors, technical, and support staff who have extensive experience in the construction of public works for water utilities and manage the construction of necessary facilities and inspection of new developer-installed facilities. They serve both the SNWA and LVVWD capital plan projects. These team members also participate in the development of design packages to assure construction complexities are properly considered and addressed prior to inviting contractor bids. They also coordinate with the Legal department to assure laws, regulations, and contract provisions are properly observed.

Program Controls. A technical team organized to assist with the implementation and management of the LVVWD, and SNWA capital programs through establishment of best practices for effective cost and schedule management and reporting and for management and review and update of agency engineering standards. This division manages the Project Management Information System (PMIS) and analyzes capital program project data from various departments to identify trends and evaluate and report on project performance. This division also performs a vital function in quality control and reporting of projected capital expenditures as a tool for forecasting future funding requirements and coordinates closely with the Finance department. Further, this division maintains engineering design standards, department standard operating procedures, best management practices, schedule management tools and cost estimating resources.

Land Survey and Property Management. Professional staff within the department support design and construction of infrastructure by providing land surveying, water rights surveying, line location, right of way acquisition and property management for both the LVVWD and SNWA systems. These services are vital to the efficient management of property controlled by the LVVWD and SNWA and the infrastructure installed within public rights of way.

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Budget Objectives and Initiatives

The fiscal year 2026-27 budget for Engineering supports the planning, design, and delivery of capital infrastructure projects by maintaining technical expertise, advancing project execution, and supporting long-term system capacity and reliability.

Engineering plays a key role in advancing major initiatives, including the LVVWD Capital Improvement Plan, regional development needs, septic-to-sewer conversions, and the SNWA 2020 Major Construction and Capital Plan (MCCP). In addition, department resources support critical projects across Operations, Water Quality and Treatment, Water Resources, and Infrastructure Management to ensure the continued reliability and quality of the water system.

Engineering also advances capital projects across the LVVWD service area, including the design and construction of new facilities, replacement of aging water mains, rehabilitation of valve and meter vaults, installation of backflow prevention devices, and other system improvements that enhance reliability and operational performance.

Total expenditures are shown in the table below.

	Expenditures		
	Actual	Budget	Budget
SNWA USES	**2024-25**	**2025-26**	**2026-27**
Materials and supplies	$ 16,400	$ 8,750	$ 3,750
Maintenance and repairs	96,588	82,000	105,000
Rental and leases	—	—	—
Other employee expenses	6,613	38,350	41,550
Other operating expenses	948,225	130,000	4,560,000
Total Operating Expenses	1,067,826	259,100	4,710,300
Capital expenditures	106,563,632	277,162,000	540,957,000
Salaries and benefits	2,905,148	5,110,156	5,405,188
TOTAL DEPARTMENT EXPENDITURES	**$ 110,536,606**	**$ 282,531,256**	**$ 551,072,488**
FTE POSITIONS	18.0	20.2	21.4

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Strategic Objectives and Accomplishments

2026-27	Department Goals & Objectives	SPG-1	SPG-2	SPG-3	SPG-4	SPG-5	SPG-6
I	Complete design and construction of projects in accordance with forecasted capital budgets, the cost estimates and schedules identified in the capital plans.	X	X			X	
II	Provide the Infrastructure Management, Water Quality and Treatment, Water Resources, and Operations departments with a high level of technical services and capital project support.		X				X
III	Continue to optimize program management applications and processes to improve consistency, accountability, and reporting.		X		X		X
IV	Maintain statutory compliance in paying consultant and contractor invoices through the Project Management Information System.		X		X		X

Department Performance Measure			2024-25	2025-26	2026-27
	Dept Goal	Target	Actuals	Estimate	Budget
Spend at least 80% of the capital forecast.	I	80%	50%	100%	80%
Utilize project/program management tools to improve project reporting and to improve consistency of documents. Standardize schedule templates to improve reporting tools. Hold milestone design review meetings and establish level of effort review expectations of subject matter experts to optimize their time. Follow best management practices in producing scope of work documents, design reviews, and cost estimates on all capital projects.	II	100%	100%	100%	100%
Develop, implement, and maintain a PMIS (Trimble UC) to Oracle Financials data accuracy of 95% by resolving data issues and improving dashboard monitoring.	III	95%	Not Applicable	95%	95%
Pay consultant and contractor invoices for construction work executed by the Engineering Department within 30-days of submittal through our Project Management Information System.	IV	99%	99%	99%	99%

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2025-26	Department Accomplishments
Completed construction of the gravity sewer components of the Garnet Valley Wastewater System program and initiated construction of the sewer lift stations and pressurized sewer pipeline component projects. Launched construction of the storage reservoir, pumping station and transmission pipelines components of the Garnet Valley Water Transmission System program. Completed construction of the water distribution pipeline components of the Garnet Valley Water Transmission System.	
Initiated the construction of the Ozone Equipment Upgrades at both Alfred Merritt Smith Water Treatment Facility and River Mountains Water Treatment Facility. Work is being performed by Construction Manager at Risk delivery approach.	
Completed the design, bid advertisement and award of the River Mountains Microbiology Laboratory Expansion Project.	
Completed the design of the Stage II Transmission Pipeline and the Monthill Pumping Station. Initiated final pricing and contract negotiations with the Construction Manager at Risk contractor.	

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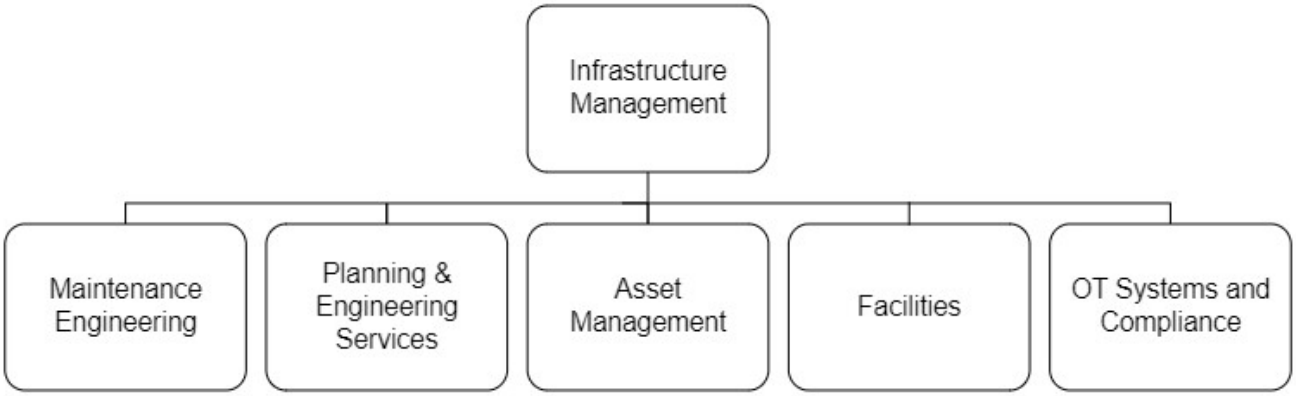
INFRASTRUCTURE MANAGEMENT



Mission

To provide world-class stewardship of the existing water system infrastructure through comprehensive asset assessment, protection, and renewal in a fiscally responsible manner.

Department Responsibilities

The primary responsibility of the Infrastructure Management department is to manage the infrastructure of the Southern Nevada Water Authority (SNWA) by developing and maintaining a comprehensive asset management program. To accomplish this, each division plays a vital role. The Planning and Engineering Services division specializes in Enterprise Planning to ensure that the SNWA infrastructure is resilient in the face of competing growth and conservation demands. The Maintenance Engineering division provides technical support, develops, and manages operating and capital projects for the Facilities division and the Operations, Water Resources, and Water Quality and Treatment (WQ&T) departments. The Operational Technology Systems and Compliance division (OT) supports the OT systems for the Operations and WQ&T departments, develops and manages operating and capital projects to maintain or improve the OT systems, and secures the OT systems and associated devices to reduce risk and comply with cybersecurity standards. The Asset Management division investigates leaks on all buried pipeline assets, manages water main condition assessment projects, maintains cathodic protection systems, conducts pumping unit efficiency tests, and provides inspection support. The Facilities division ensures all properties and buildings meet organizational standards for appearance, quality, reliability, and cost-effectiveness.

Department Division Descriptions

Planning and Engineering Services. The Planning and Engineering Services division provides research, analytics, modeling, and projections to support several activities for the SNWA. The division evaluates near- and long-term demands and changing operating conditions for infrastructure planning and operations planning. The team maintains an industry-leading hydraulic model (commonly referred to

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as a digital twin) of the transmission system with cutting edge modeling capabilities that is utilized in conducting engineering analysis and decision support for system additions and modifications initiated by the SNWA or purveyors. The digital twin is used to develop daily pumping plans, perform shutdown analysis, emergency response, and water quality analysis. Additionally, the team locates, sizes, and schedules new pumping stations, reservoirs, and major pipelines; conducts hydraulic criticality assessment of the transmission system to ensure system reliability; collaborates with the Operations and WQ&T departments to address water quality compliance issues; researches and develops alternative technologies applicable to the SNWA systems; and plans for capital improvements and required monitoring for regulatory compliance.

Asset Management. The Asset Management division manages the SNWA assets from startup to retirement to help ensure assets continue to operate as designed in an efficient and reliable manner. Critical infrastructure is continually assessed and monitored to meet industry standards and, through several infrastructure programs, strives to be an industry leader. The division is organized into two distinct groups: the Horizontal Asset Group and the Vertical Asset Group.

The Horizontal Asset Group focuses on underground infrastructure and performs condition assessments on pipelines utilizing state-of-the-art acoustic methods for both leak detection and pipeline condition assessment, closed-circuit television inspections, and pipe wall measurements to determine the remaining useful life of the pipelines. These evaluations seek to locate subsurface pipeline leaks with the goal of reducing non-revenue water. Condition assessments of the transmission pipelines are vital in maximizing reliability and sustainability. Pipeline rehabilitation projects are identified, and recommendations are made for capital replacement. The Horizontal Asset Group is managing the multi-year Enterprise Asset Management (EAM) system upgrade. IBM Maximo has been deployed throughout the organization to improve operation and maintenance efficiencies, and also provides the Horizontal Asset Group with new geospatial tools to track pipeline assets more effectively.

The Vertical Asset Group provides startup management and analyses necessary to maximize the life of installed water infrastructure. The group assesses reservoirs and tanks using divers or remote operated vehicle (ROV) technology; conducts pump performance evaluations utilizing the SCADA historian data to determine the current pump efficiency; and analyzes transient pressure data to evaluate main breaks and provide pump operation recommendations. The group is also responsible for managing the corrosion control program for the SNWA. The goal of the corrosion control program is to extend the life of steel pipe and other steel structures by applying and maintaining cathodic protection. Corrosion Control Systems Technicians collect annual corrosion data on corrosion protection test stations and impressed current rectifiers.

Maintenance Engineering. The Maintenance Engineering division is responsible for the engineering design enhancements and modifications needed to operate and maintain pumping stations, rate-of-flow-control stations, reservoirs, water treatment facilities, and transmission pipelines in a safe and efficient manner. The division specifies and procures long-lead electrical equipment for large contracts to ensure consistent system performance; administers the testing of electrical distribution equipment and backup systems; coordinates with the Operations and WQ&T departments to plan outages for projects within the transmission and treatment systems; prepares preliminary engineering reports and applications for approval by the Nevada Division of Environmental Protection (NDEP); collaborates with the Asset Management division to identify and oversee necessary remediation to tanks, reservoirs, and piping; creates contracts and professional services agreements to execute capital

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projects and support requests; provides engineering analysis in the form of electrical coordination studies, arc flash studies, load analyses, structural integrity evaluations, new equipment and technology evaluations, and water treatment tracer tests; and provides 24/7/365 support for the company's geographic information system data and user interface (SIP).

OT Systems and Compliance. The OT Systems and Compliance division provides dedicated oversight of the operational technology systems and support processes due to the growing focus on cybersecurity within critical infrastructure. The division is responsible for the 24/7/365 support for the process control equipment, the Supervisory Control and Data Acquisition (SCADA) system, and the wide area communications network for the SNWA. The division consists of the OT Process Control Systems (PCS) Team, the OT Communication Systems Team, the OT Systems Administration Team, and a Senior Information Security and Compliance Analyst. All teams within the division maintain an after-hours presence for rapid restoration of service in accordance with service level agreements.

Facilities. The Facilities Maintenance division is responsible for ensuring all the SNWA properties and buildings meet organizational standards for appearance, quality, reliability, and cost-effectiveness. This is accomplished through a broad scope of building maintenance, custodial services, and groundskeeping activities. The division also provides support during the design and construction of new facilities, site remodeling and/or retrofit support for existing structures, and special event and meeting preparation. The division consists of three sections: Facilities Maintenance, Facilities Services, and Grounds Maintenance.

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Budget Objectives and Initiatives

The fiscal year 2026-27 budget for Infrastructure Management supports the stewardship of system assets by maintaining existing service levels, advancing the development and implementation of the asset management program, and providing operational support for SNWA projects.

Total expenditures are shown in the table below.

	Expenditures		
SNWA USES	**Actual 2024-25**	**Budget 2025-26**	**Budget 2026-27**
Materials and supplies	$ 969,444	$ 1,157,899	$ 1,184,400
Maintenance and repairs	3,592,627	3,821,700	4,530,700
Rental and leases	2,455,074	2,280,005	2,500,001
Other employee expenses	49,529	78,097	106,729
Other operating expenses	155,496	276,800	467,397
Total Operating Expenses	7,222,170	7,614,501	8,789,227
Capital expenditures	16,071,534	14,644,000	13,409,000
Salaries and benefits	13,113,167	17,599,518	18,274,364
TOTAL DEPARTMENT EXPENDITURES	**$ 36,406,871**	**$ 39,858,019**	**$ 40,472,591**
FTE POSITIONS	83.0	87.5	88.3

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Strategic Objectives and Accomplishments

2026-27	Department Goals & Objectives	SPG-1	SPG-2	SPG-3	SPG-4	SPG-5	SPG-6
I	Ensure staff are engaged on budgeted Capital and Operating projects that extend the useful life of existing facilities.	X				X	
II	Ensure all laterals and turnouts do not exceed capacities over the long range demand scenarios.	X		X			
III	In accordance with the Strategic Asset Management Plan, complete Asset Class Plans for all assets, and perform condition assessment on critical facilities.	X			X		
IV	Execute an Operational Technology Cybersecurity Program Management Plan consistent with applicable requirements of CIS and NIST for protection of critical infrastructure; and continue the Service Level Agreements for communications, SCADA, and service responsiveness.	X	X			X	

Department Performance Measure	Dept Goal	Target	2024-25 Actuals	2025-26 Estimate	2026-27 Budget
Percentage spend of capital budget.	I	70%	84%	92%	70%
Long Range Plan - All turnouts are below capacity limitations through 2050	II	100%	100%	100%	100%
Miles of laterals that received condition assessment	III	5	2.4	10	5
Achieve 99.9% system availability of the wide area communications network supporting OT and IT.	IV	99.99%	100%	100%	99.99%

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2025-26	Department Accomplishments
Maintenance Engineering completed 17 projects that extended the useful life of facilities. Capital expenditures totaled $9M.	
Successfully rehabilitated the South Valley Regulating reservoir, A&B Lateral, and Simmons Tank.	
Successfully implemented a new Enterprise Asset Management system, Maximo, which supports over 500 users across the entire organization.	
Created a new position for Senior Program Engineer – Enterprise Planning to focus on the long-term planning of the SNWA infrastructure, with the goal of reducing infrastructure cost while improving redundancy with changing demands in each purveyor system.	
Replaced all end-of-life SCADA WAN switches, OT firewalls, completed CISA validated Architecture Design Review, developed multiple cyber policies and procedures, and improved physical security on OT network equipment.	

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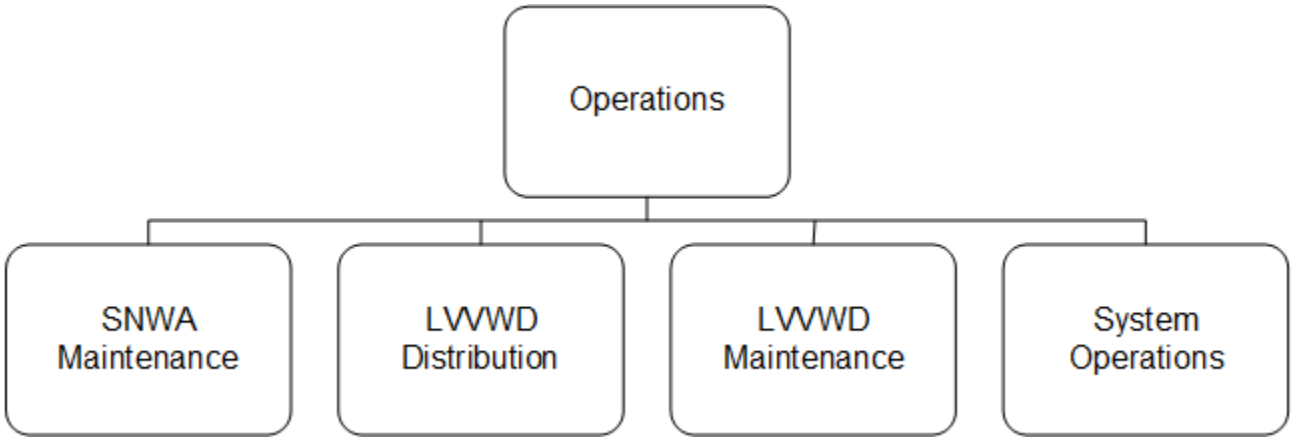
OPERATIONS



Mission

To serve customers by delivering high quality drinking water to the greater Las Vegas area through efficient, reliable, state-of-the-art delivery systems. To support the Las Vegas Valley Water District's (LVVWD) mission by delivering water to customers that is adequate to meet their needs and proven safe through a system that is effectively operated and maintained.

Department Responsibilities

The SNWA system consists of 33 pumping plants, 36 rate-of-flow control stations (ROFCS) also referred to as metering sites, 163 miles of large diameter pipeline, and 32 regulating tanks, reservoirs, and forebays.

Operations also serves customers located not only in the metropolitan Las Vegas area, but also the small service areas of Blue Diamond, Jean, Kyle Canyon, Searchlight, Eldorado Valley, Coyote Springs/ Moapa, the Sloan Army Reserve Center, and Laughlin.

Department Division Descriptions

SNWA Maintenance. *The SNWA Maintenance division* is responsible for the repair and maintenance of the production facilities and distribution system. The division ensures the system, facilities and equipment are maintained at a level to fulfill the SNWA's contracted water delivery commitments. This is a large, complex system consisting of 33 pumping plants, 36 metering sites called rate-of-flow control stations (ROFCS), 163 miles of large diameter pipeline, and over 32 regulating tanks, reservoirs and surge towers.

The Electrical/Electronics section consists of two teams of technicians responsible for all levels of reactive, preventive and predictive maintenance, emergency repair, new construction, retrofitting and installation, and upgrading of all equipment and process control systems belonging to the SNWS. All

the SNWS pumping stations and ROFCS are fully automated and remotely controlled. This allows the SNWS to operate a 900 million-gallon per day water system with minimal staff. The Electrical/ Electronics section is comprised of a workforce to maintain systems from 24 VDC to 13.8KV, working closely with the Colorado River Commission (CRC).

The Mechanical section, consists of two teams of technicians responsible for the maintenance and repair of the large pumping units, pneumatic/hydraulic valve actuating systems for the pump discharge control valves, the rate of flow valves, and operators at the system pumping stations delivery points. These sections are also responsible for the heavy support maintenance and repair of all the in- and out-valley SNWS mechanical equipment consisting of motors and gear reduction units, valves and valve actuators, canal gates, air compressors, and chemical feed systems utilized by Treatment. A full capacity machine shop provides for in-house repair and fabrication of equipment needed to support the mission.

Systems Operations. The Systems Operations division is comprised of the management team, LVVWD Systems Operations, SNWS Systems Operations, the Disinfection Reservoir shop, and the Small Systems section.

The Management team is responsible for ensuring the sections have the necessary resources to accomplish their specific functions. Along with the section supervisors, the team consists of a manager, administrative staff, and two senior operations analysts. The analysts are integral in compiling the monthly water usage for which the SNWA bills its customers, tracking energy and maintenance costs, monitoring non-revenue water trends, and liasioning with other departments and divisions.

The SNWS SCADA Operations section provides around-the-clock monitoring and control of wholesale water transmission and distribution system equipment using the SCADA computer system. They also operate pumps and valves at all pumping stations, and monitor flows, tank levels, system pressures, chlorine residuals and other information through the SCADA network. Purveyor, wholesale customer demands are met by pumping water through the distribution system to the ROFCS, where the water is metered for billing. The SCADA system data is used to develop trends, reports and statistical information required for effective system operation.

The Small Systems section oversees operations and maintenance of the rural water systems located in Blue Diamond, Coyote Springs (Moapa), Jean, Kyle Canyon, Searchlight, and Sloan. This group is comprised of two rural systems operators (RSOs) and a Small Systems Superintendent. The RSOs perform daily inspections of rural sites to operate, maintain, and repair water distribution mains, service lines, meters, tanks, reservoirs, chemical feed systems, and other related appurtenances. The Superintendent handles the day-to-day administrative aspects of the rural areas, including planning, budgeting, supervising the RSOs, and correlating the Small Systems' needs with other maintenance work groups.

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Budget Objectives and Initiatives

The fiscal year 2026-27 budget for Operations supports the delivery of safe, reliable water service by maintaining system performance, enhancing maintenance practices, and advancing initiatives that ensure long-term operational efficiency across the LVVWD's water delivery system.

The Operations department is responsible for the day-to-day and long-term operations of a complex network of pumping stations, reservoirs, ROFCS, sodium hypochlorite facilities, and groundwater wells necessary to meet water delivery demands. Wholesale customers of the SNWA include the LVVWD, City of Henderson, City of North Las Vegas, Boulder City, Nellis Air Force Base, and the National Park Service. Retail customers of the LVVWD receiving water from Lake Mead include residents and businesses of unincorporated Clark County and the City of Las Vegas. The department also operates small ground water systems for the communities of Blue Diamond, Jean, Mt. Charleston, Searchlight, the Sloan Army Reserve Center (SARC), and the Moapa Water Treatment Plant.

Equipment and Project Budget. The Operations department's combined equipment and project budget reflects the new items to establish improved maintenance practices, replacement of existing equipment items no longer supportable by the manufacturer, and capital projects the divisions manage. The total request is $4.1 million for the fiscal year 2026-27 Budget Plan.

Operating Expense Budget. The department's Operating Expense budget continues to focus on Reliability Centered Maintenance (RCM) aspects of keeping the overall water delivery system fully operational and reliable. The Operating Expenses for fiscal year 2026-27 Budget Plan are shown on the following table. Operations' overall budget totals $21.3 million for fiscal year 2026-27.

Total expenditures are shown in the table below.

	Expenditures		
	Actual	Budget	Budget
SNWA USES	**2024-25**	**2025-26**	**2026-27**
Water resource investments	$ 226,112	$ 199,969	$ 199,969
Energy	257,500	251,515	249,735
Materials and supplies	1,467,252	1,865,500	1,892,200
Maintenance and repairs	740	—	—
Rental and leases	—	—	—
Other employee expenses	71,357	135,500	136,000
Other operating expenses	6,129	4,000	5,000
Total Operating Expenses	2,029,089	2,456,483	2,482,904
Capital expenditures	3,484,493	3,610,000	4,147,000
Salaries and benefits	12,446,498	13,586,680	14,640,724
TOTAL DEPARTMENT EXPENDITURES	**$ 17,960,080**	**$ 19,653,163**	**$ 21,270,628**
FTE POSITIONS	58.6	66.7	70.7

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Strategic Objectives and Accomplishments

2026-27	Department Goals & Objectives	SPG-1	SPG-2	SPG-3	SPG-4	SPG-5	SPG-6
I	SNWA Maintenance-Develop and maintain a preventative maintenance program that allows for cost effective repair and maintenance of pumps and motors.	X	X		X	X	X

Department Performance Measure	Dept Goal	Target	2024-25 Actuals	2025-26 Estimate	2026-27 Budget
Pump Annual Availability Percentage.	I	90%	91%	93%	90%

2025-26	Department Accomplishments
Maintain preventative maintenance program to optimize equipment life and make adjustments to existing equipment to ensure extended reliability.	

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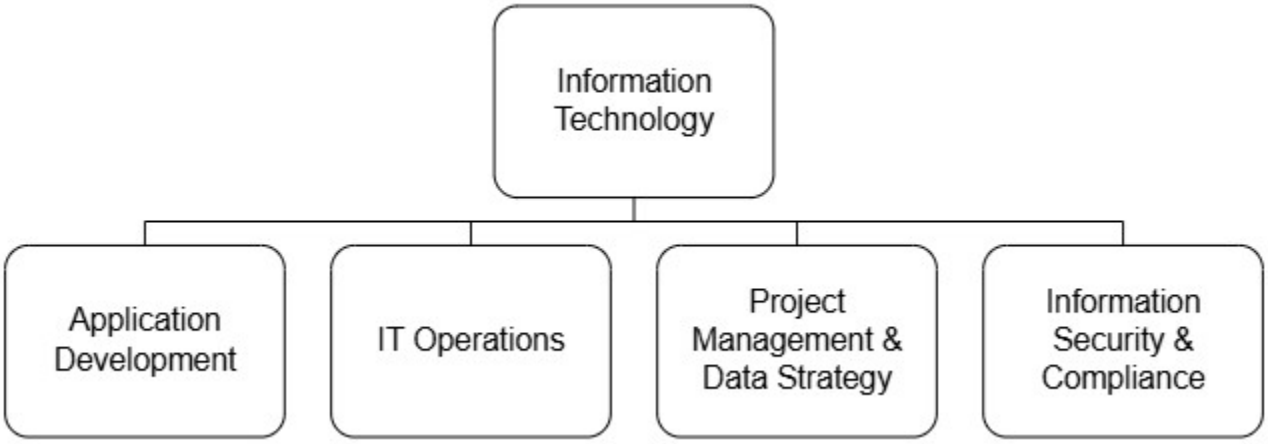
INFORMATION TECHNOLOGY



Mission

The IT Department creates trusted systems and solutions through investments in people, processes, and technologies to serve our community, our partners, and each other.

Department Responsibilities

The Information Technology department is responsible for the Las Vegas Valley Water District's (LVVWD), Southern Nevada Water Authority's (SNWA), Springs Preserve's, and the Big Bend Water District's (BBWD) acquisition, administration, and maintenance of software products, installation and maintenance of all computer-related and office management hardware products, cybersecurity, Payment Card Industry (PCI) Compliance, Geographic Information Systems (GIS) administration, and telecommunications. Specific support activities are noted for each division herein.

The Information Technology Steering Committee was relaunched in 2022 and is comprised of multi-departmental leadership representatives throughout the organization. The committee evaluates projects of relative importance using an objective and quantifiable system that directs Information Technology initiatives to meet business needs.

Department Division Descriptions

Information Technology has completed many projects to improve business processes, functionality, system operations, and security, while reducing expenses and risk to the organization. Major projects during the year included implementation of a new billing rate engine, automation of water service start/stop, replacement of the legacy contact center system, modernization of the organization's mobile application, replacement of Water Quality's legacy Laboratory Information Management System (LIMS), continuation of the endpoint equipment (PCs, monitors, iOS devices, and laptops) refresh programs, and major enhancements to cybersecurity programs.

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Application Development. This multi-team division performs software development, upgrades and version testing, and validation of key operational systems utilized throughout the organization.

The multi-year project to implement a new Enterprise Asset Management System kicked off in 2022 and will replace an aging application reaching end-of-life with a modern, best-in-class asset and work management system. Key features include preventative and predictive maintenance, inventory and material management, work management, reporting, and analytics. The system is projected to complete in the next fiscal year.

The division will maintain support for customer facing systems, including modernization of field meter collection technologies and modernizing the organization's customer management system. The modernization will likely complete in 2026-2027.

The implementation of a new Financial Management System began in 2022 with efforts to analyze business processes and identify a replacement system. Vendor and implementer selection is anticipated in 2025-2026 with completion of the project in 2028-2029. In addition to the Financial Management System implementation, the corporate chart of accounts will be reviewed for restructuring.

Operations. This division is comprised of three teams who provide and deliver secure, reliable technology infrastructure and services that support the organization's operations. The teams are responsible for maintaining hardware & software and providing technical support across five major sites and various satellite facilities.

The IT Customer Support team (ITCS) is the first point of contact for most interactions with the IT department. ITCS operates the help desk and tech hub walk-up counter, administers the IT service management platform, installs/maintains/manages a variety of business partner hardware (including telecommute devices), oversees approximately 350 software titles, endpoint management, and other troubleshooting efforts. Hardware supported by the ITCS team includes 3,000+ on-premises and telecommute desktops, 500+ field and business laptops, 93 multifunction printers, and technology hardware accessories.

The Application Administration team (AAT) is responsible for the oversight, administration, and maintenance of all enterprise and business applications, as well as the enterprise database platforms. Additionally, this team is responsible for the deployment, management, and administration of 1,300 mobile devices and oversight of the organization's telecommunications/VOIP infrastructure. AAT provides primary administrative support for critical applications, including the customer information system and financial platform, as well as other specialized platforms and cloud applications.

The System Administration team (SAT) is responsible for the implementation, administration, maintenance, and oversight of both on-premises and cloud-based server & network infrastructure. This team is comprised of administrators who specialize in various hardware and software technologies, such as Windows, Linux, and Unix servers, network infrastructure and architecture, wireless technology, storage and disaster recovery, Active Directory, E-mail/Azure/SharePoint, virtualization, web administration, data centers, and firewalls/routing.

Enterprise operational support offered by the division focuses on providing a world-class customer experience and reliable applications and infrastructure. Operational support efforts encompass

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hardware and software maintenance, strategic planning/advisory, technical project support, and hardware refreshes and modernization. The division often supports other technology and business partners within the organization on their approved projects and initiatives.

Major on-going initiatives include enterprise projects, infrastructure modernization, and support for specialized projects. From an enterprise perspective, the division is leading the modernization/ replacement of end-of-life systems, enterprise firewalls, and conference room audio/visual systems. Other IT modernization and improvement projects include virtualization infrastructure, data backup infrastructure, endpoint management & strategy, and IT service management strategy.

Information Security and Compliance. Major emphasis will continue to be on cybersecurity as world-wide security breaches increase at an alarming rate. Significant effort will continue to be directed toward providing an operationally stable and secure computing environment, developing strategies with Legal Services and Risk Management to reduce and manage emerging cyber risks, as well as educating employees on cybersecurity topics.

Ongoing initiatives include continued guidance to support the Enterprise's disaster recovery capability and business continuity of operations, defense against cybersecurity threats and vulnerabilities, identification and management of risks, providing cybersecurity awareness training, providing guidance on system upgrades and/or replacements to critical infrastructure, implementation of technology to meet required PCI Data Security Standards (PCI-DSS), recommending best practices to ensure high availability of applications and databases, guidance on securing mobile devices, as well as tracking and advising on the impacts of new Federal and State legislation, as well as evolving industry regulations.

Security efforts include continual review and enhancement to procedures, monitoring for, and responding to, cyber threats, collaborating with IT and OT Operations teams to manage vulnerabilities and prioritize security patches, and formulating guidance for controlled access to systems and data. The division will continue to strengthen its relationship with the Federal Agencies of DHS, CISA, and the FBI, to meet or exceed security standards for Critical Infrastructure. This division works closely with Legal Services, Information Governance, Purchasing and Risk Management to ensure the organization is addressing supply-chain and contractual security risks. The division focuses on emerging regulatory requirements from state and federal agencies, as well as continuously evolving requirements from cyber insurance underwriters and bond rating entities.

Project Management & Data Strategy. This division is comprised of two teams, responsible for delivering comprehensive project oversight and formulating data strategies that contribute to the overall success of our organization's technology initiatives.

The Business Systems Analysis team is responsible for bridging the gap between business objectives and technological capabilities to support the delivery of quality solutions by providing project management oversight and execution support for technology initiatives, goals, and analysis.

Ongoing initiatives include managing enterprise projects and business department technology implementations to ensure projects are delivered on time, within budget and are aligned with the organization's strategic goals and developing project management standards to ensure the team is equipped to effectively plan, execute, and monitor complex projects, ultimately maximizing project success rates and minimizing project risks.

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The Data Strategy & Architecture team is responsible for providing support for data collection, analysis, visualizations and implementing the enterprise data strategy. Data strategy efforts will include promoting a data driven culture to drive business value, actionable insights and increase operational efficiency.

Ongoing initiatives include defining a comprehensive framework for managing and leveraging the organizations data as a key resource by defining clear guidelines for data collection, data trustworthiness, storage, access, data governance and analysis, enabling data driven decision making across all levels of business, and evaluating and improving the data architecture. As the data strategy is implemented, it will lay the foundation for a move towards the use of Artificial Intelligence in a safe and reliable manner.

Budget Objectives and Initiatives

The fiscal year 2026-27 budget for Information Technology supports funding to continue the development and implementation of technology projects and provide daily operational support to the LVVWD, SNWA, the Springs Preserve, and BBWD information technology systems.

Total expenditures are shown in the table below.

	Expenditures		
SNWA USES	**Actual 2024-25**	**Budget 2025-26**	**Budget 2026-27**
Materials and supplies	$ 996,519	$ 1,226,000	$ 1,428,200
Maintenance and repairs	3,500,761	5,069,355	5,215,581
Rental and leases	113,133	112,720	84,000
Other employee expenses	41,920	139,045	170,267
Other operating expenses	648,256	1,683,712	1,804,673
Total Operating Expenses	5,300,589	8,230,832	8,702,721
Capital expenditures	573,234	550,000	350,000
Salaries and benefits	8,291,243	9,724,564	10,078,597
TOTAL DEPARTMENT EXPENDITURES	**$ 14,165,066**	**$ 18,505,396**	**$ 19,131,318**
FTE POSITIONS	37.7	41.2	41.2

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Strategic Objectives and Accomplishments

Information Technology provides support to all departments to achieve Strategic Plan goals through the acquisition, development, administration, and maintenance of technology-related products and services.

2026-27	Department Goals & Objectives	SPG-1	SPG-2	SPG-3	SPG-4	SPG-5	SPG-6
I	Improve system and application availability and reliability through investments in infrastructure and process improvements.	X	X		X	X	X
II	Minimize organizational risk by performing due diligence on software before procurement and at least annually.					X	X
III	Application deployments align with strategic plan goals by maintaining secure and efficient systems, while continuously delivering features that enhance the experience for users and customers.	X	X	X	X	X	X
IV	Application deployments align with strategic plan goals by maintaining secure and efficient systems, while continuously delivering features that enhance the experience for users and customers.						X

Department Performance Measure	Dept Goal	Target	2024-25 Actuals	2025-26 Estimate	2026-27 Budget
System Availability: % uptime based on unplanned internal IT outages (excluding vendor/cloud services).	I	99.9%	99.2%	99.5%	99.6%
Number of Software titles from the IT Software Catalog that are reviewed and approved through the Technology Purchase Review (TPR) process.	II	100%	59%	70%	86%
Application Deployments.	III	300/ month	2,053	3,793	4,000
On-Time Delivery (OTD): % of Projects Delivered on Time.	IV	80%	60%	65%	70%

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2025-26	Department Accomplishments
Averaging well over target of 50 application deployments per month with a focus on security remediation.	
Averaged 168 due diligence reviews per month on vendors, products, and services as part of the Technology Purchase Review process.	
Approximately 1% of vendors, products and services reviewed under the Technology Purchase Review process were denied or dropped due to security or compatibility issues.	
Accomplished the following significant IT projects on schedule and with success: enterprise asset management system implementation, fleet management system upgrade, enterprise Copilot Chat implementation, browser management tool implementation, Southern Nevada Water Authority board room modernization, and Water Quality lab hardware upgrade.	
Completed several investments, implementations, and deployments to improve IT infrastructure reliability, availability, and security, including: client/server/network hardware refreshes, end-of-life firewall replacements, disaster recovery platform implementation, server and network monitoring upgrades, data center audits, SSL certificate lifecycle automation, and virtualization infrastructure upgrades.	

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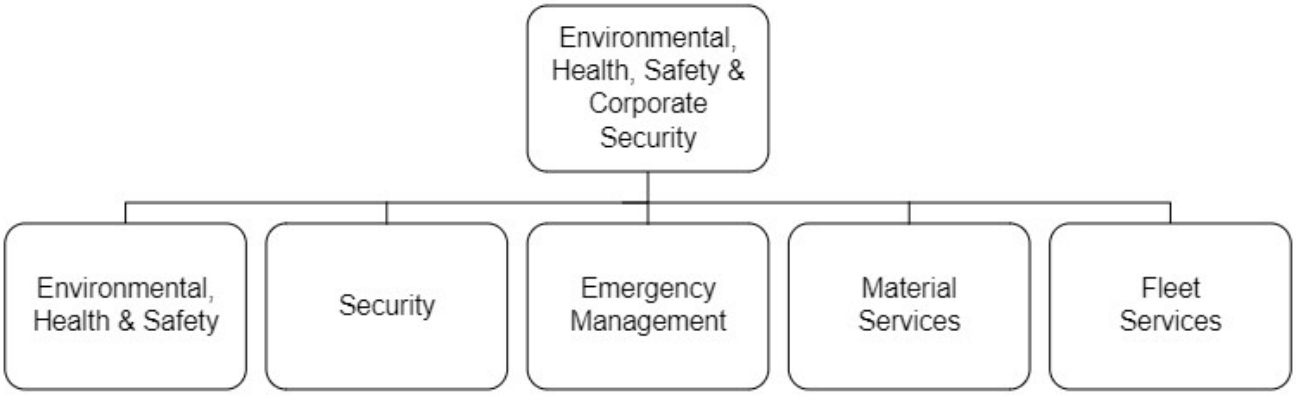
ENVIRONMENTAL, HEALTH, SAFETY & CORPORATE SECURITY



Mission

Provide world-class logistical support and customer service in a safe, resilient environment.

Department Responsibilities

The Environmental, Health, Safety, and Corporate Security (EHSCS) Department serves as the organization's compliance, safety, and security arm, comprising five divisions: Environmental, Health, and Safety (EHS); Corporate Security; Emergency Management; Fleet Services; and Material Services. Collectively, these divisions reduce overall organizational risk through the following initiatives:

- EHS fosters a culture of accident prevention by promoting safe work practices, delivering employee safety training, tracking organizational accident and injury trends, and overseeing permitting and compliance obligations.
- Corporate Security protects organizational assets through 24-hour patrol, response, surveillance, and facility access control.
- Emergency Management strengthens resilience through year-round mitigation, planning, prevention, response, and recovery efforts.
- Material Services supports readiness by securing and stocking maintenance, repair, operations (MRO) supplies and critical spare parts.
- Fleet Services advances the mission by acquiring and distributing reliable vehicles, tools, and equipment, while ensuring access to sufficient fuel reserves.

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Department Division Descriptions

Environmental, Health, and Safety. EHS promotes employee well-being through proactive oversight of the LVVWD's comprehensive environmental, health, and safety program. These efforts use data-driven indicators to reduce risk, improve performance, and strengthen safety culture. The division provides accident investigations and offers comprehensive, ongoing employee training in vehicle and heavy equipment safety, defensive driving, and commercial driver's license preparation, all of which build proficiency and help prevent incidents. The division also ensures regulatory compliance through targeted audits, OSHA- and state-aligned procedures, permit oversight, and management of the Alfred Merritt Smith Water Treatment Facility (AMSWTF) Process Safety Management Program. Regular EHS Steering Committee meetings encourage collaboration and communication, while specialized programs support respiratory protection and hearing conservation.

Corporate Security. Corporate Security's mission is to protect people, property, facilities, and water treatment and delivery systems by providing 24-hour security services. These services include responding to intrusion alarms and service calls; escorting field crews providing standby support during water shutoffs; patrolling reservoirs and pumping stations; investigating company vehicle collisions; administering emergency first aid; providing police/fire escorts; inspecting fire protection equipment and alarms; assisting with customer parking; escorting customers, vendors, and visitors; providing information and managing facility access; conducting emergency evacuation and active shooter training; monitoring vendor access; and controlling entry to restricted areas.

Physical security networks and systems—including electronic access control, security cameras, alarms, and locks—work in coordination with a 24/7 centralized call center to support officers in maintaining campus control. Corporate Security also collaborates with federal, state, and local law enforcement authorities and other utilities to guard against malicious acts targeting the LVVWD.

Emergency Management. Emergency Management works to ensure that the water system can adapt to or withstand the effects of a malevolent act or natural hazard without interrupting the system's function—or, if interruption occurs, to rapidly restore normal operations. To meet or exceed federal preparedness guidelines and strengthen organizational resilience, Emergency Management staff engage in mitigation, planning, prevention, response, and recovery efforts.

Material Services. Material Services is customer-focused, providing quality operating and maintenance products; material requirements planning; inventory management; and storage and retrieval services to the LVVWD. It also manages the processing and distribution of interoffice mail, United States Postal Service mail, and office supply deliveries across the service network. In addition, Material Services delivers and posts public notices, administers the postage budget, and supports Public Services by processing their communication campaign projects. In 2025, the division managed 12,802 inventory assets valued at over $27.6 million. Material Services also processes and delivers auction items, manages recycled metals, and administers the employee uniform program.

Fleet Services. Fleet Services ensures the availability of safe, reliable, and fully functional vehicles, equipment, tools, fuel, and communication systems essential to water delivery operations. The division currently manages and maintains a fleet of more than 1,500 vehicles and support equipment units, along with 1,000 pieces of communication equipment. Key responsibilities include preventive maintenance, repairs, and full lifecycle management—acquisition, disposition, and replacement planning—for all vehicles, communication equipment, and loanable tools. Fleet Services operates

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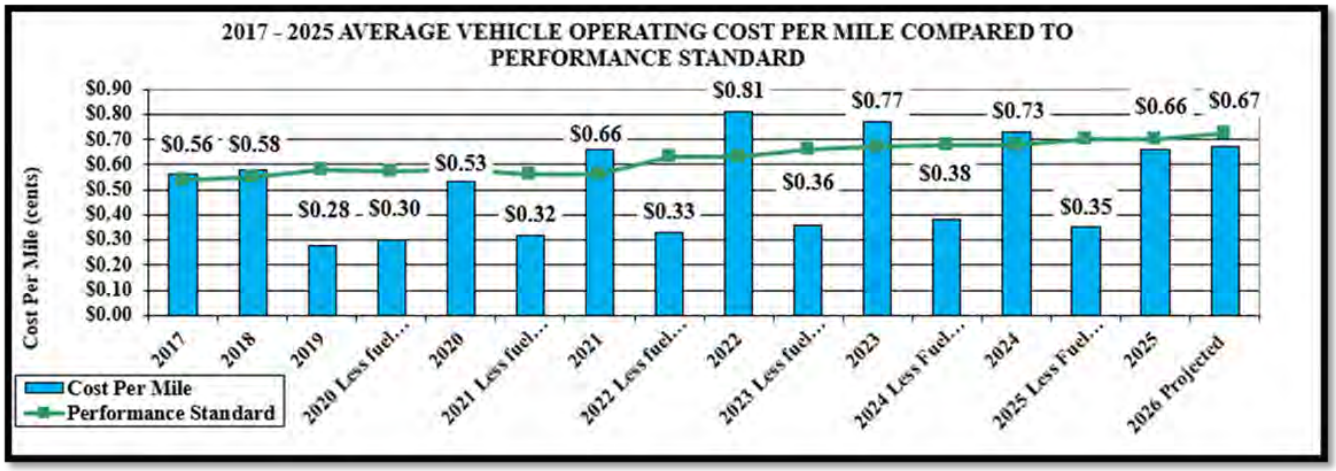
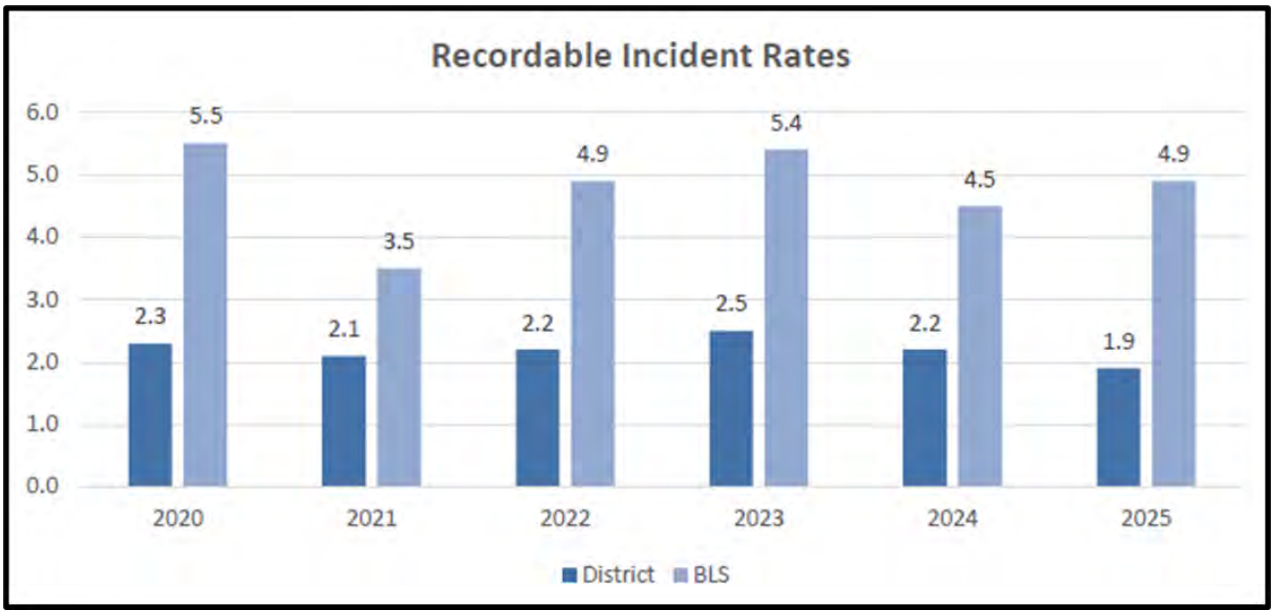
seven service facilities and seven fueling stations strategically located throughout Las Vegas, Boulder City, Henderson, and White Pine County to support operations across the LVVWD's service area.

The chart below illustrates the LVVWD's average vehicle operating cost per mile compared to established industry performance benchmarks.



Recordable Injury Rates

To support continuous improvement and strong safety outcomes, EHS tracks recordable injuries and illnesses, benchmarking the LVVWD's performance against Bureau of Labor Statistics (BLS) data for comparable public drinking water utilities. The LVVWD's incident rate declined from 2.2 in 2024 to 1.9 in 2025, demonstrating a sustained commitment to employee well-being. This rate remains well below the BLS average, underscoring the effectiveness of the LVVWD's safety programs.



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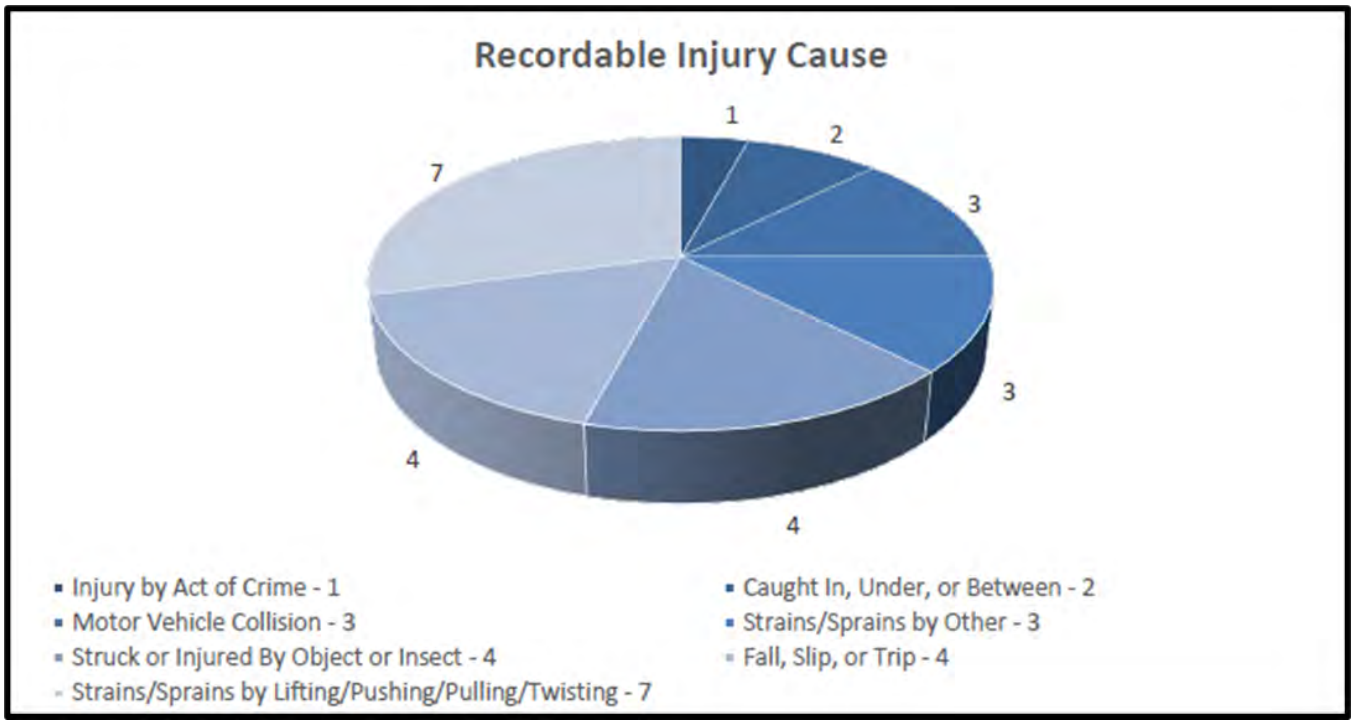
Recordable Injuries by Category

In 2025, the LVVWD's recordable injuries decreased to 24, from 27 in 2024, and total claims costs and time away from work decreased.

Strains and sprains by all causes (10 incidents), along with *falls, slips, or trips* (4 incidents) were the leading contributors to the 2025 recordable injury rate, together accounting for 58 percent of all cases. These insights inform targeted safety initiatives aimed at improving employee well-being and operational efficiency.

While on-site reviews did not identify unmitigated hazards, *strains* and *falls* remain the leading causes of employee injury. EHS will continue to emphasize situational awareness, proper body positioning, and improved hazard recognition at jobsites.



Vehicle Accidents

In 2025, the LVVWD experienced a 1.9 percent decrease in preventable vehicle accidents, declining from 53 to 52 incidents. As a result, the vehicle accident rate decreased from 12.6 to 11.6.

Most 2025 vehicle accidents fell into two categories: *hit stationary object* and *backing*. These accidents accounted for 73.1 percent of all incidents, making them the leading causes of preventable accidents. Most accidents result from drivers not conducting a safety circle check before moving a parked vehicle and ensuring adequate clearance for maneuvers, both front and rear. Employees must verify that the path of travel is clear by conducting a safety circle check and, when possible, using a spotter. EHS will explore opportunities to develop a positive-reinforcement program that encourages the consistent use of spotters during vehicle movement. Hitting stationary objects and vehicle backing will continue to be a focus of the EHS Steering Committee and Safety Action Teams.

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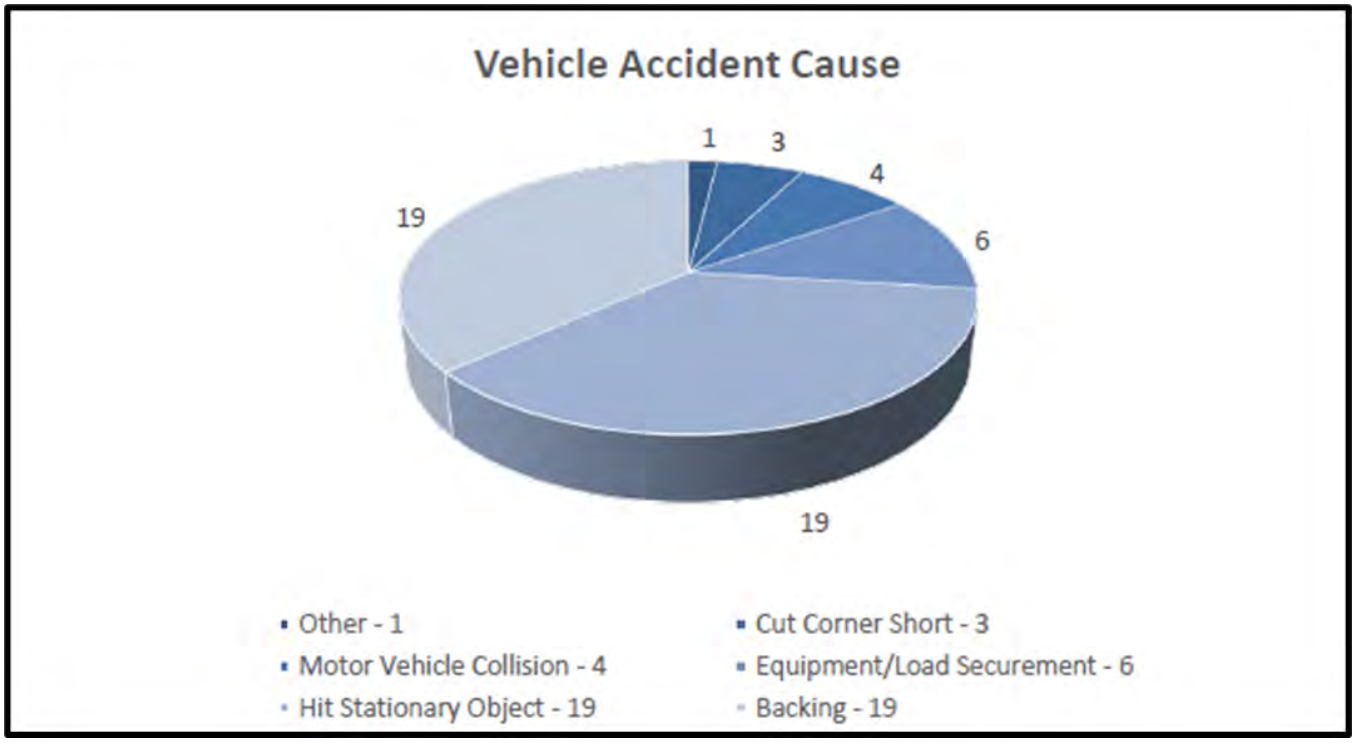

Occupational Health

Occupational health programs aim to protect employee well-being and ensure regulatory compliance by identifying and preventing workplace hazards. Monitoring risks related to noise exposure and respiratory protection is a key component of this effort. Annual evaluations and targeted training in the Hearing Conservation and Respiratory Protection programs equip employees with the knowledge and skills to guard against these hazards.

Hearing Conservation Program participants receive annual audiometric testing. In 2025, none of the 206 participants sustained a recordable hearing loss, and no workers' compensation claims were filed for hearing-related issues.

All 341 participants in the Respiratory Protection Program were trained and fit tested. Health sampling assessments increased from 14 in 2024 to 19 in 2025, with samples collected and analyzed for lead, asbestos, and mold exposure.

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Budget Objectives and Initiatives

The fiscal year 2026-27 budget for EHSCS supports the safety and security of our organization's workforce, customers, and facilities. Through departmental strategic planning, EHSCS has streamlined processes, lowered costs, improved sustainability practices, and ensured proper maintenance of assets such as goods, vehicles, and equipment.

Total expenditures are shown in the table below.

	Expenditures		
SNWA USES	**Actual 2024-25**	**Budget 2025-26**	**Budget 2026-27**
Materials and supplies	$ 1,041,385	$ 1,305,000	$ 1,163,307
Maintenance and repairs	148,380	345,900	178,500
Rental and leases	122,987	138,000	157,000
Other employee expenses	43,370	79,000	84,000
Other operating expenses	832,973	826,500	2,029,241
Total Operating Expenses	2,189,095	2,694,400	3,612,048
Capital expenditures	3,631,908	2,658,642	4,262,650
Salaries and benefits	7,144,462	7,390,128	7,781,061
TOTAL DEPARTMENT EXPENDITURES	**$ 12,965,465**	**$ 12,743,170**	**$ 15,655,759**
FTE POSITIONS	41.0	42.2	42.2

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Strategic Objectives and Accomplishments

2026-27	Department Goals & Objectives	SPG-1	SPG-2	SPG-3	SPG-4	SPG-5	SPG-6
I	Maintain strong relations with local, state, and federal law enforcement agencies to ensure immediate notifications and response to human-caused threats to the water sector involving a physical attack or cyber incident.	X			X	X	
II	Increase security readiness at all campuses by partnering with Diversified Protection Corporation for a dynamic security presence at the treatment plants and Foothills complex.	X					
III	Promote a culture that is innovative, creative and makes effective use of technology.				X		
VI	Decrease Backflow thefts by 50 percent.	X	X			X	X
VII	Improve weapons detection capability at large public events at LVSP and open meetings by utilizing advanced, non-intrusive screening methods currently employed at sporting and entertainment venues throughout the US.				X		
VIII	Continue to modernize the Security Operations Center to ensure maximum efficiency through the use of advanced camera, drone, and alarm technology.	X	X		X	X	X
VIX	Increase Security Officer training for protest response, terrorism indicators, and de-escalation techniques.	X	X		X	X	X
X	Provide staff with Incident Command System (ICS) training, and document.	X	X				X
XI	Provide Training to key personnel and establish an Emergency Operations Team (EOT) to operate in the Department Operations Center (DOC) during a crisis.		X				X
XII	Conduct a minimum of three EOT exercises throughout the year.	X	X	X	X	X	X
XIII	Continue Continuity Exercises for internal Departments.					X	X
XIV	Explore new technologies to improve communications and notifications during emergencies.					X	X
XV	Formalize and expand the Small Unmanned Aerial Vehicle Program.					X	X
XVI	Increase operational efficiencies and reduce costs incurred due to recordable injuries.		X		X	X	X
XVII	Increase operational efficiencies and reduce costs incurred due to preventable vehicle incidents.				X	X	
XVIII	Maintain a culture of excellence and costs avoidance with continued performance and focus during the summer.			X	X	X	X
XVIX	Ensure safe and reliable Fleet operations.		X		X		X
XIX	Optimize fleet lifecycle and cost efficiency.						
XXI	Support sustainability efforts and integrate EV vehicles into the Fleet.		X	X	X	X	X

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XX	Provide staff with more training and development opportunities to earn certificates, invest in growth, and improve employee retention.			X			X
XXI	Improve operational efficiency through technology.			X			
XXII	Implement a badge reader pilot program at RMWTF to incorporate the latest technology to harden against cyber intrusions.			X			X

Department Performance Measure	Dept Goal	Target	2024-25 Actuals	2025-26 Estimate	2026-27 Budget
Reduce recordable injuries by 5 percent year-over-year.	I	24	27	26	24
Reduce at-fault vehicle accidents by 5 percent year-over-year.	I	48	52	49	48
Maintain zero heat-related illnesses during the 101 Critical Days of Summer campaign.	I	0	0	0	0
Identify and prevent 100% of weapons and contraband from entering public events at LVSP and SNWA Board Meetings.	III	1	0.2	0.05	0.8
Provide staff with more classes in Association for Supply Chain Management and Warehousing Education and Research Council.	V	15	8	5	10
Increase the number of LVVWD employees with ICS Training.	X	900	0	50	350
Ensure preventative maintenance compliance within the fleet maintenance program.	XVI	0.92	0.86	0.9	0.92
Cost per mile of operation for the road fleet to be within the IRS tax reimbursement.	XVII	0.7/ mile	0.73/mile	0.71/mile	0.67/mile
Maintain the average age of fleet vehicles and equipment that is reaching the National Fleet Association standard in years of utilization.	XVII	7.5 years	8.44 years	8 years	7.8 years
90 percent of vehicles in fleet to be powered by alternative fuel.	XXI	0.9	0.89	0.89	0.9

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2025-26	Department Accomplishments
The Fleet traveled 200,000 more miles year over year but reduced the overall engine hours by 50,000 hours. The reduction in engine hours was accomplished through an organizational initiative to reduce non-productive idle time. This improvement lowered fuel consumption, reduced vehicle wear, and maintenance costs, and improved overall operational efficiency. As a result, the operational budget request for Fleet Services for fiscal year 26/27 has been reduced by $420,000 when compared to the previous fiscal year. These efforts also contributed to a decrease in our carbon footprint.	
Identified a top security provider for critical infrastructure protection and awarded a 5-year contract to Diversified Protection Corporation that begins on July 1, 2026.	
Security Supervisor responsible for access control for Medeco and badge readers preforms in-house troubleshooting to resolve access issues that were normally outsourced – saving thousands of dollars of reducing system downtime.	
A small team of LVVWD Security Officers completed the Defensive Tactics Instructor certification course and are now certified to teach defensive tactics and de-escalation training to LVVWD Officers eliminating the need to outsource this training and ensuring that all training is standardized. Partnered with LVMPD's Safe Neighborhoods Bureau to provide Human Trafficking Awareness Training for LVVWD employees. Security Officers have increased their professional certifications by attending in-person DHS/FEMA Physical and Cybersecurity for Critical Infrastructure courses.	
Conducted multi-agency full-scale exercise at AMS Facility. Over 8 agencies and 100 participants involved, participating organizations included Federal, Clark County, Las Vegas Metro Police, City of Henderson, and Boulder City.	
Completed four internal Continuity of Operations tabletop exercises.	
Assisted in the development of a water contamination exercise with Metro Police Department. Participated as a subject matter expert (SME) and co-facilitator during the exercise. Participants included Health District, Medical co-facilitators, Las Vegas, and Clark County fire departments.	
Expansion of Stop the Bleed program. Additional kits are being distributed and installed in designated safe rooms across the organization.	
Closed the 2025 calendar year with an injury and illness incident rate well below that of comparable industries according to the Bureau of Labor Statistics (1.9 vs. 4.9).	
Recorded a fifth consecutive calendar year (2025) without a heat-related illness.	
Maintained high participation and satisfaction rates for our annual Safety Stand Down Day event.	
Zero EPA violation notices.	

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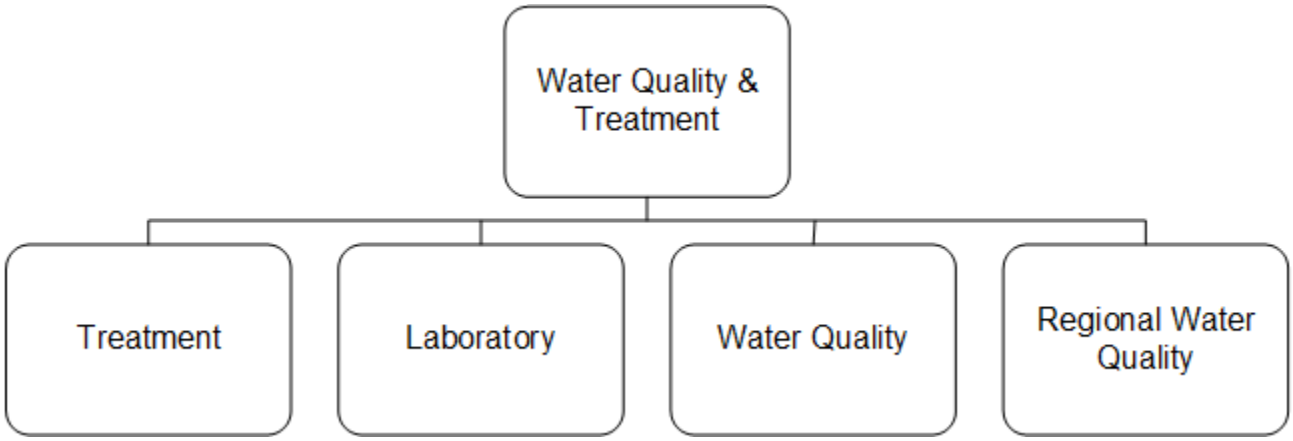
WATER QUALITY & TREATMENT



Mission

To provide world-class water service through innovative and effective water quality stewardship and reliable and efficient treatment operations.

Department Responsibilities

The functions under the Water Quality and Treatment (WQ&T) department include: Treatment, Laboratory, Water Quality Research and Development, and Regional Water Quality. The primary responsibility of the WQ&T department is to ensure the water quality provided to the Southern Nevada Water Authority (SNWA) purveyor members meets or surpasses all Safe Drinking Water Act (SDWA) standards. In order to do this, each division of the WQ&T department have specific roles. The Treatment division is responsible for the operation and maintenance of the treatment process to supply high quality drinking water to the Las Vegas Valley. The Laboratory division is responsible for ensuring the finished water quality is compliant with the SDWA monitoring and reporting requirements. The Water Quality Research and Development (R&D) division is responsible for performing research and process optimization studies to ensure the Treatment division is prepared for changing and emerging water quality challenges. The Regional Water Quality division is responsible for monitoring, coordinating, and projecting water quality in the SNWA source waters. All these efforts are in support of the primary responsibility for the department.

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Department Division Descriptions

Treatment. The Treatment division is responsible for the operation and maintenance of three treatment facilities: the Alfred Merritt Smith Water Treatment Facility (AMSWTF); the River Mountains Water Treatment Facility (RMWTF); and the Big Bend Water District (BBWD). The three facilities have the capacity to treat over 900 million gallons of water per day.

Laboratory. The Laboratory division is responsible for routine water quality monitoring, testing, and reporting. The analytical capabilities of the Laboratory cover a broad spectrum including trace organic, trace inorganic, macro constituent, physical, wet-chemical, bacteriological, virological, protozoan, amoebas, and limnological analyses. With 41 full-time employees, approximately 66,794 samples were collected, and 328,513 analyses performed in 2025. The number of analyses can fluctuate year-to-year depending on the year's monitoring requirements and special project requests.

Water Quality Research and Development. The Water Quality Research and Development (R&D) division performs leading-edge water quality research and provides innovative treatment solutions with expertise in engineering, chemistry, and microbiology. Water quality and treatment research prepares the Organization for current and future U.S. Environmental Protection Agency compliance, advances the science of direct and indirect potable reuse, and provides guidance for full-scale capital improvement projects. Research areas focused on regulatory compliance, public health initiatives, water resource development, infrastructure protection, and chemical and microbial contaminants. In 2025-2026, R&D was involved in $9 million of research in a principal investigator role, published 18 peer reviewed manuscripts, two Water Research Foundation reports, one Bureau of Reclamation report, and 58 presentations.

Regional Water Quality. The Regional Water Quality division is responsible for monitoring and coordination of regional water quality issues within the SNWA and other local, state, and federal agencies. To accomplish this, the division also analyzes data in the Colorado, Muddy and Virgin Rivers, and the Las Vegas Wash; compiles, validates, and analyzes all water quality data collected in these water bodies, as well as the data collected from Lake Mead and Lake Mohave by other agencies and the SNWA. All data collected is uploaded into the Lower Colorado River Regional Water Quality Database (https://exapps.lvvwd.com/WaterQuality/). The division also operates and expands the Lake Mead Model, a 3D mathematical model for water movement and quality in Lake Mead with an emphasis on the potential impacts on the raw water supply.

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Budget Objectives and Initiatives

The fiscal year 2026-27 Water Quality & Treatment Department's budget contains funding to maintain the necessary functions that the LVVWD and the SNWA require to provide reliable quality water services.

Total expenditures are shown in the table below.

	Expenditures		
SNWA USES	**Actual 2024-25**	**Budget 2025-26**	**Budget 2026-27**
Energy	$ 61,214	$ 143,850	$ 48,179
Materials and supplies	9,099,808	9,953,422	9,972,172
Maintenance and repairs	1,174,586	1,309,000	1,310,000
Rental and leases	2,123	—	3,600
Other employee expenses	678,902	860,795	837,430
Other operating expenses	647,505	1,480,480	1,515,000
Total Operating Expenses	11,664,139	13,747,547	13,686,381
Capital expenditures	13,859,324	3,514,673	5,263,845
Salaries and benefits	21,232,217	22,617,550	24,287,805
TOTAL DEPARTMENT EXPENDITURES	$ 46,755,680	$ 39,879,770	$ 43,238,031
FTE POSITIONS	96.3	97.4	99.4

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Strategic Objectives and Accomplishments

2026-27	Department Goals & Objectives	SPG-1	SPG-2	SPG-3	SPG-4	SPG-5	SPG-6
I	Provide quality water meeting State of Nevada and Federal Safe Drinking Water Act standards.	X	X				X
II	Develop innovative and sustainable solutions through research and technology.	X		X	X	X	X
III	Continually improve operating efficiencies by benchmarking to leading industry standards.	X	X			X	X

Department Performance Measure	Dept Goal	Target	2024-25 Actuals	2025-26 Estimate	2026-27 Budget
SNWA to meet or surpass all State of Nevada and Federal Safe Drinking Water Act standards for prior calendar year. Number of violations that are Non-Compliance with Primary/Secondary Drinking Water Standards.	I	<1 violations	0	0	<1 violations
Ensuring regulatory samples are scheduled following their federal and/or state requirements, collected and analyzed according to analytical methods and laboratory accreditation.	I	1	1	1	1
Research & Development (R&D) and Regional Water Quality (RWQ) Divisions providing stewardship within the industry. Quantity of presentations given at conferences for the fiscal year.	II	12	92	93	59
Research & Development (R&D) and Regional Water Quality (RWQ) Divisions giving the organization prominence in the industry. Quantity of publications for the fiscal year.	II	12	28	23	17
Operate efficiently by dosing the right amount of chemicals to properly treat the water. Pounds of chemicals per million gallons (MG) of treated water, not including ozone.	III	132 lbs/ MG	119 lbs/ MG	115 lbs/ MG	120 lbs/ MG
Operate efficiently by dosing the right amount of chemicals to properly treat the water. Cost of chemicals per million gallons (MG) of treated water, not including ozone or on-site generated sodium hypochlorite.	III	$47/MG	$44/MG	$42/MG	$44/MG

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2025-26 Department Accomplishments

TREATMENT: Big Bend Water District staff completed refurbishment of two of the four finished water pumps. Pumps #1 and #3 were completely rebuilt by the SNWA Maintenance Division while the motors were sent out and overhauled by a local motor shop. This project significantly increased the reliability of service to the BBWD customers.

TREATMENT: Big Bend Water District staff participated in the Laughlin Working Group workshops to develop a 10-year capital plan and presentations to move forward the proposed water rate increase.
TREATMENT: Alfred Merritt Smith Water Treatment Facility staff successfully replaced the 24-inch discharge vent valves on each vacuum pressure swing adsorption unit. This project required extensive planning and coordination between Treatment and Maintenance Engineering.

TREATMENT: River Mountains Water Treatment Facility staff completed repairs to onsite sodium hypochlorite #2. A new set of electrolyzers were installed in addition to repairs on the rectifier. This unit had been out of service since April 2024 following an arc flash event that severely damaged the rectifier.

TREATMENT: Hired and trained new Treatment Operators to fill open slots enabling a new 4/10 work week shift schedule at AMS and RM which began in January 2026.

LABORATORY: Met or exceeded state and federal regulatory requirements through Safe Drinking Water Act (SDWA) monitoring for water purveyors: Southern Nevada Water System, Las Vegas Valley Water District, North Las Vegas, Henderson, Boulder City, Nellis Air Force Base, Big Bend Water District, Blue Diamond, Kyle Canyon, Jean, Searchlight, Sloan Army Reserve, and Kapex. No SDWA monitoring or compliance reporting violations for member agencies.

LABORATORY: Procurement and installation of autotitrator system (alkalinity, fluoride by Ion Selective Electrode, pH and temperature analyses), cold vapor atomic absorbance system (mercury analysis), and uninterruptible power supply (UPS) for the ion chromatography tandem mass spectrometer. UPS will add power conditioning and reliability to the operation for perchlorate analysis. The new instrumentation and equipment will replace the current systems and allow the laboratory to continue reliable sample analysis to meet regulatory requirements.

LABORATORY: Distributed customer service surveys to 159 internal and external Laboratory customers who receive analytical data reports. The survey requested input and feedback on the level of customer service being given to customers. Provided outstanding customer service to external customers via water quality investigations by responding to water quality inquiries and educating customers about water quality and what to look for; leaving them feeling that their concerns matter and that we are here to help them resolve their problem. Added additional team members of the Water Quality Monitoring team and Customer Care administrative staff to help respond to customers on the Water Quality Support Line.

LABORATORY: Expanded laboratory testing capabilities by obtaining accreditation for algal toxins by EPA Method 546, collaborated with Research & Development on a Legionella confirmation study, and developed assays for Standard Methods 10120 Quantitative Polymerase Chain Reaction for Cyanobacteria and Cyanotoxin-Producing genes to support future method implementation. An additional laboratory test method added to the accreditation scope was Mercury by EPA Method 200.8 for non-potable matrix under the Clean Water Act.

LABORATORY: No substantial deficiencies reported from the Nevada Department of Environmental Protection-Bureau of Safe Drinking Water Laboratory Certification Assessment.

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RESEARCH & DEVELOPMENT: Staff completed and published a study investigating sources of polyfluoroalkyl substances (PFAS) in the Las Vegas Valley and their contribution to the Las Vegas Wash and Lake Mead (https://doi.org/10.3389/fenvc.2026.1694851). The study's findings improve our understanding of PFAS occurrence in the community following recent federal regulations. Wastewater dischargers now have better insight into these sources, helping to inform future efforts to manage PFAS loading to Lake Mead.

RESEARCH & DEVELOPMENT: Staff completed and published a pilot-scale investigation using dissolved air flotation (DAF) to remove particulates and algae from source water under worsening drought conditions (https://doi.org/10.1002/aws2.70051). The Water Quality & Treatment Department is using this study as the foundation for conceptual-level design efforts to implement the DAF approach at our full-scale treatment facilities.

RESEARCH & DEVELOPMENT: Staff provided technical expertise on water reuse and recovery projects supporting Boulder City Effluent Reuse Evaluation and the Supplemental Airport Water Reuse Feasibility Study. In addition, staff participated in the Nevada Direct Potable Reuse (DPR) Working Group, which is focused on developing draft DPR regulations by May 2026 and expanding options for future water resources.

RESEARCH & DEVELOPMENT: Staff published field-scale validation studies evaluating innovative ultraviolet treatment with light-emitting diode (UV-LED) to inactivate Legionella pneumophila (https://doi.org/10.1021/acs.est.5c09407). This work advances UV-LED disinfection technology for LVVWD groundwater well network and provides the necessary proof of efficacy required by state regulatory agencies.

RESEARCH & DEVELOPMENT: Staff published a 25-year overview of SNWA's research program (https://doi.org/10.1002/awwa.2451) and hosted the inaugural meeting of the Water Utility Research Consortium. The meeting brought together research leaders from 35 utilities who are interested in developing a program modeled after SNWA's Research and Development Division.

REGIONAL WATER QUALITY: Staff worked with IT to re-develop the Lower Colorado River Water Quality Database. The updated application provides faster and more accurate search results. This effort also introduced publicly accessible websites displaying water quality and weather data from Lakes Mead and Mohave.

REGIONAL WATER QUALITY: Staff continue to develop and expand the Lake Mead Model for predicting water quality changes. The model has been used to guide decision making within SNWA/LVVWD and operations at Hoover Dam by United States Bureau of Reclamation. Predictions of temperatures withdrawn or released from Lake Mead are recalculated every time the US Bureau of Reclamation updates anticipated hydrology.

REGIONAL WATER QUALITY: Staff worked with the Nevada Division of Environmental Protection-Bureau of Safe Drinking Water Harmful Algal Bloom Task Force and Lake Mead National Recreation Area to monitor and measure algal toxins on Lakes Mead and Mohave. Algal toxins were detected at intermediate concentrations throughout the autumn months.

REGIONAL WATER QUALITY: Staff worked with United States Bureau of Reclamation to execute 10,000 model runs exploring proposed operation of the Colorado River to predict and explore future water quality changes under a wide range of future flow scenarios.

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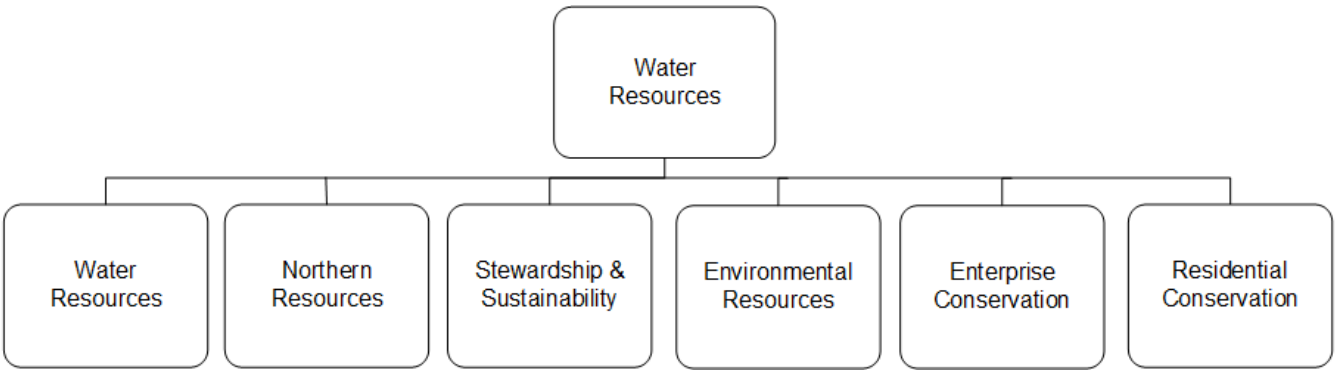
WATER RESOURCES



Mission

Manage the SNWA's water, land and natural resources through sound policy, regulatory compliance, applied science and advanced technology, ensuring a reliable water supply for our community.

Department Responsibilities

The Water Resources department conducts long-range planning for sustainable use of current and future water resources, including climate change planning; develops and administers regional water conservation programs; manages land and environmental resources; and conducts mapping and analysis to support work efforts. The department also manages the SNWA's water resource portfolio, and supports capital project environmental compliance and policy initiatives on the Colorado River and other natural resource areas. Work efforts include monitoring regional hydrologic and water quality conditions and providing environmental and hydrologic support for the LVVWD and SNWA operations at the Las Vegas Wash (Wash), Warm Springs Natural Area (WSNA), Great Basin Ranch and LVVWD small systems. The department includes six divisions: Water Resources, Residential Conservation, Enterprise Conservation, Stewardship and Sustainability, Northern Resources and Environmental Resources.

Department Division Descriptions

Water Resources. The Water Resources division is responsible for securing and managing regional and local groundwater and surface water resources to ensure a reliable water supply for Southern Nevada. Work efforts include managing existing Colorado River allocations and agreements; conducting regional water resource planning; evaluating and forecasting customer demands; identifying, evaluating, and developing sources of additional groundwater and surface water supplies; managing banked resources and maintaining hydrologic, water quality and climate monitoring networks. Other efforts include the acquisition and administration of water-rights, supporting the SNWA's role in developing new Colorado River agreements, and ensuring all water-resource assets remain in good standing.

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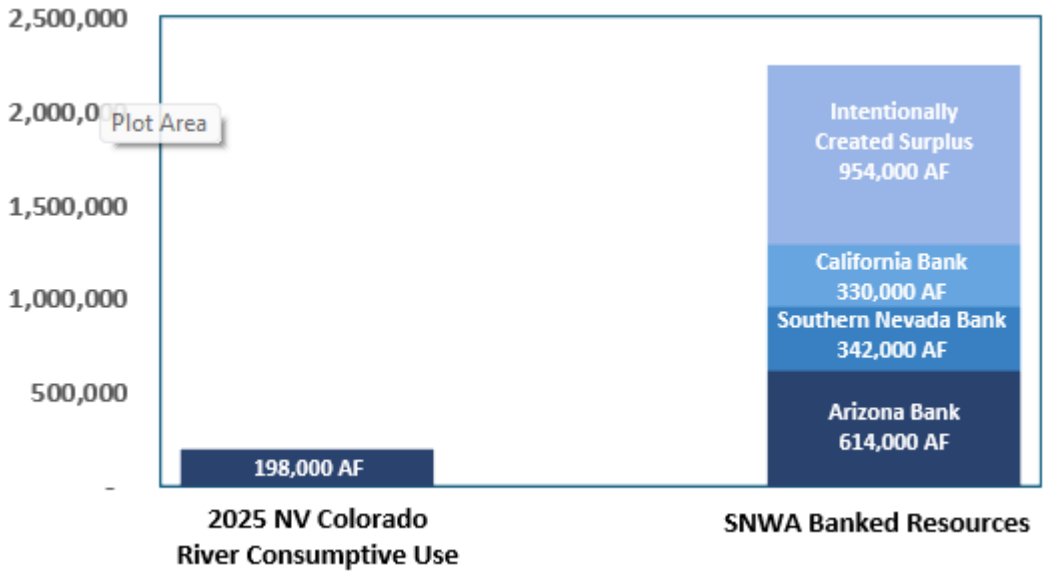
The division works with Colorado River Basin states and the federal government to implement the 2019 Drought Contingency Plan (DCP), create Tributary Conservation Intentionally Created Surplus, and meet commitments associated with various System Conservation Implementation Agreements. These efforts, combined with those of the other states, are bolstering Lake Mead elevations and reducing the risk and magnitude of future Colorado River shortages. The division also administers local and interstate banked water resources. Through 2024, these banks totaled more than 2.2 million acre-feet, more than 11 times Nevada's 2025 consumptive Colorado River water use.



Residential Conservation. The Residential Conservation division is responsible for developing and implementing demand-management programs and strategies aimed at reducing consumptive water use among single-family residential homeowners. The division administers rebate and incentive programs that support conversions to water efficient landscaping, leak resolution and irrigation efficiency. It also implements water use compliance programs for the LVVWD and SNWA, working closely with Henderson and North Las Vegas to coordinate efforts to reduce water waste.

Enterprise Conservation. The Enterprise Conservation division administers outreach, engagement and incentive programs that support all water use sectors except single-family residential. The division promotes turf conversions among Enterprise customers, including implementation of Assembly Bill 356 (AB356), which prohibits the irrigation of non-functional turf with Colorado River water effective January 1, 2027. The division also administers the Water Efficient Technologies program, which provides incentives for conversion to water saving technologies, focusing on consumptive water use.

The two conservation divisions work collaboratively to develop and administer regional conservation programs aimed at helping the community achieve its water conservation goal of 86 gallons per capita per day (GPCD) by 2035. The SNWA monitors regional water demand trends and calculates GPCD by dividing the annual SNWA Colorado River water diverted (excluding off-stream storage) and member well production, less corresponding Colorado River return-flow credits, by the total SNWA resident population served per day.

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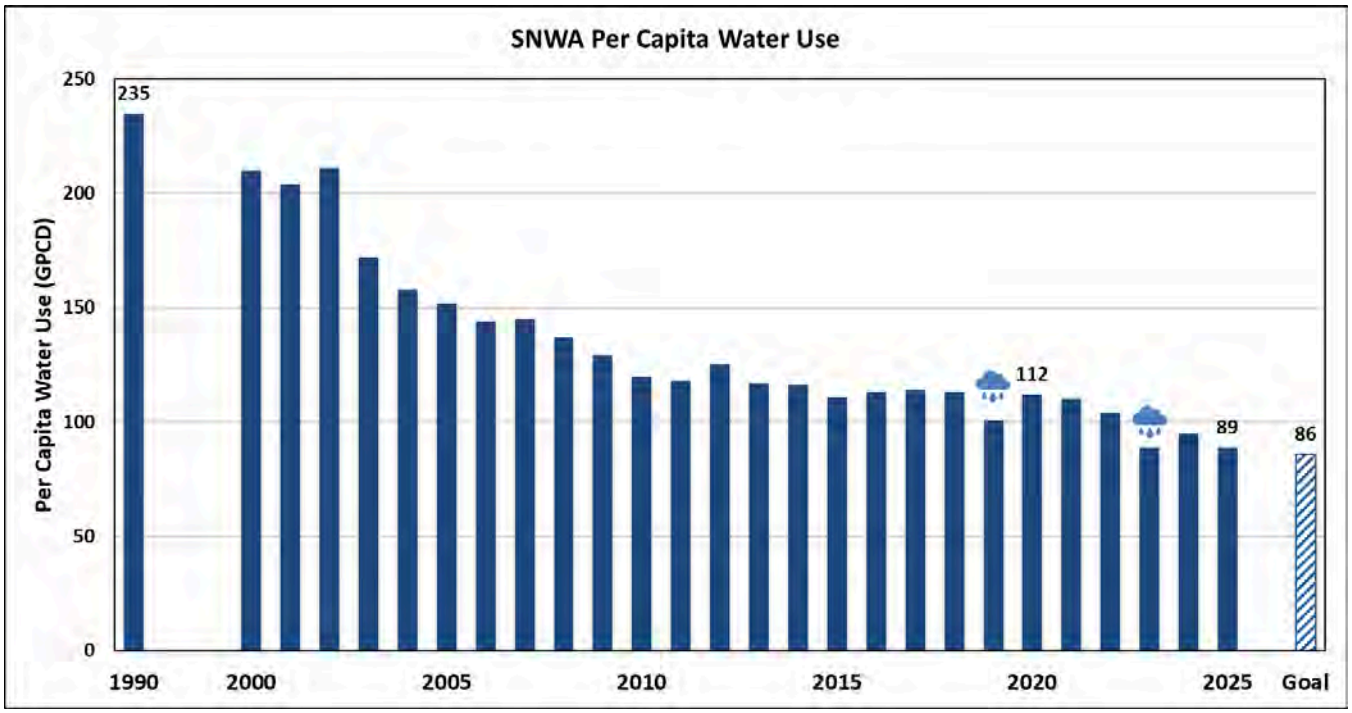
The chart below shows estimated 2025 per capita water use at 89 GPCD, down from 112 in 2020. While cool and wet weather—such as that experienced in 2019 and 2023—yielded more significant water savings, overall water use is declining. With sustained progress, the community remains on path to meet its conservation goal of 86 GPCD.



Northern Resources. The Northern Resources division maintains the physical and natural resource assets of the 950,000-acre Great Basin Ranch. The ranch produces agricultural products, including beef calves, lambs, wool and alfalfa. These commodities represent approximately $3.3 million in projected ranch revenue for fiscal year 2026-27. Improvements in agricultural practices, livestock genetics and husbandry have increased efficiency and effectiveness in utilizing federal range land and private forage. The ranch continues to produce and deliver quality products and services, exhibit scientific-based stewardship, and demonstrate financial and organizational efficiency.

Environmental Resources. The Environmental Resources Division leads environmental planning, compliance and natural resource management for the SNWA, LVVWD and small systems, supporting sustainable water service and regulatory success. The team advances policy initiatives, collaborates with federal and state agencies and prepares key environmental compliance documents. It monitors biological and environmental conditions, restores habitats and researches timely water management challenges. The division also supports climate research and delivers advanced GIS and mapping services, including remote sensing, aerial imagery analysis and application development.

Stewardship and Sustainability. The Stewardship and Sustainability division manages efforts related to the Las Vegas Wash (Wash) and the Warm Springs Natural Area (WSNA), including restoration, monitoring, compliance and outreach activities. The division is responsible for the Wash Coordination Committee stakeholder process, implementing the Wash Comprehensive Adaptive Management Plan and Wash Long-Term Operating Plan (LTOP), and coordinating the Lower Las Vegas Wash Stabilization Plan and associated environmental compliance. The division is also responsible for implementing the

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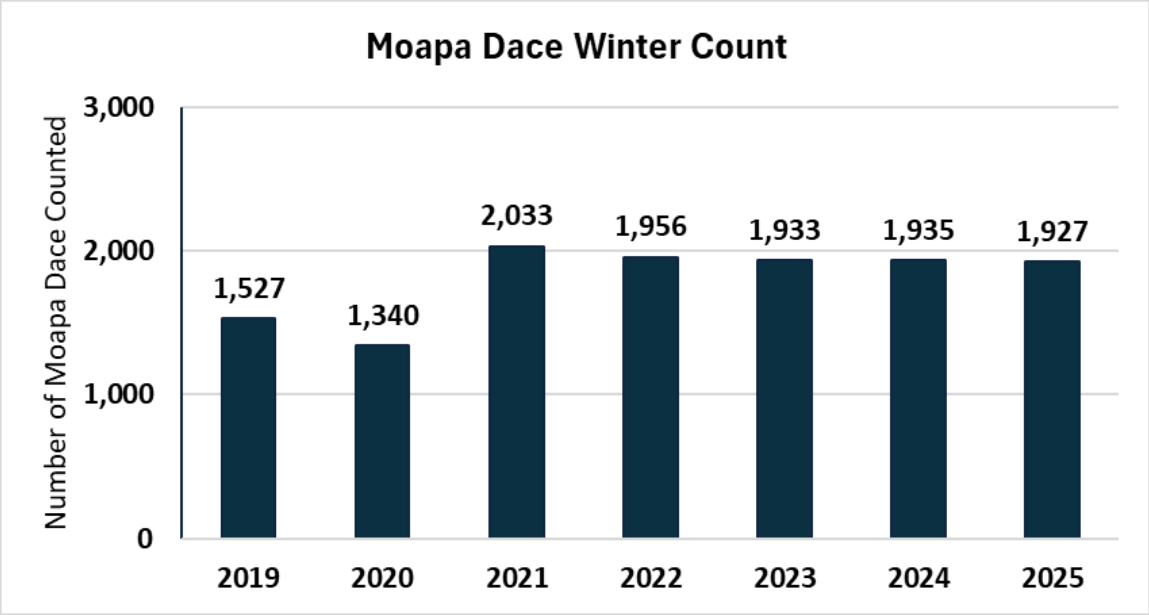
WSNA Stewardship Plan and conducts management activities to benefit the Moapa dace and other sensitive species on site.

Restoration efforts at the WSNA have bolstered Moapa dace populations. This federally endangered fish is endemic to the upper Muddy River. The chart below shows the Moapa dace population increasing from 1,527 individuals in 2019 to about 2,000 for the last four years.



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Budget Objectives and Initiatives

The fiscal year 2026-27 budget for Water Resources supports water supply planning, environmental stewardship, and conservation initiatives. Planned expenditures of $218,278,784 reflect the SNWA's long-term commitment to water conservation and sustainable resource management.

Total expenditures are shown in the table below.

	Expenditures		
SNWA USES	**Actual 2024-25**	**Budget 2025-26**	**Budget 2026-27**
Water resource investments	$ 6,872,926	$ 29,626,000	$ 29,444,000
Materials and supplies	9,861,431	9,697,230	20,333,190
Maintenance and repairs	1,650,668	2,122,600	3,649,000
Rental and leases	25,000	25,000	25,000
Other employee expenses	248,067	436,570	444,140
Other operating expenses	11,444,669	17,257,744	13,866,051
Total Operating Expenses	30,102,762	59,165,144	67,761,381
Capital expenditures	53,137,441	116,903,000	131,793,000
Salaries and benefits	17,827,439	18,209,912	18,722,646
TOTAL DEPARTMENT EXPENDITURES	$ 101,067,642	$ 194,278,056	$ 218,277,027
FTE POSITIONS	71.8	78.2	77.8

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Strategic Objectives and Accomplishments

2026-27	Department Goals & Objectives	SPG-1	SPG-2	SPG-3	SPG-4	SPG-5	SPG-6
I	Reduce per capita water use.	X	X	X	X	X	X
II	Manage permitted water resources and associated facilities.	X	X	X	X	X	X
III	Preserve and protect environmental resources to protect access to water supplies and enhance climate change resilience.	X		X			

Department Performance Measure	Dept Goal	Target	2024-25 Actuals	2025-26 Actuals	2026-27 Budget
Regional per capita water use, SNWA service area, including LVVWD (gpcd).	I	86 GPCD by 2035	95 GPCD in CY2024	89 GPCD in CY2025	<89 GPCD in CY2026
Amount of non-functional turf (NFT) converted by Enterprise customers, in square feet (sf.)	I	Remaining NFT by 2027	5.7 million sf.	2.7 million sf.	26 million sf.
Maintain surface and groundwater rights in good standing in accordance with permit/contract terms.	II	Yes	Yes	Yes	Yes
Habitat maintenance performed at Las Vegas Wash and Warm Springs Natural Area (acres).	III	>50 Acres Annually	81 Acres in CY24	116 Acres in CY25	86 Acres in CY26
Maintain compliance with rights-of-way and environmental permits for construction, operation and maintenance activities.	II, III	Yes	Yes	Yes	Yes

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2025-26	Department Accomplishments
Administered SNWA incentive programs resulting in more than 1.2 billion gallons of new water savings (~3,950 acre-feet) in calendar year 2025; worked with Enterprise customers to support the implementation of AB356, which limits the use of Colorado River water to irrigate non-functional turf in non-SFR application by the end of 2026.	
Conducted more than 56,000 total water use compliance investigations in the SNWA water service area in calendar year 2025, averaging 8.5 annual investigations per 100 accounts.	
Created approximately 35,000 acre-feet of Tributary Conservation ICS in calendar year 2025 that is being used in tandem with other conservation savings to support system conservation commitments. Together, these efforts are helping to bolster Lake Mead water levels and protecting against reaching critically low elevations.	
Conducted modeling and analysis to support Nevada negotiators in seven state discussions for post-2026 Colorado River operations, including review of the U.S. Bureau of Reclamation's Draft EIS; updated the SNWA Water Resource Plan, Water Budget and Annual Operating Plan.	
Supported the installation of nearly 9,800 new trees in calendar year 2025 as part of the SNWA's Tree Enhancement program and other community partnerships, creating more than 4.4 million sf. of new shade upon tree maturity.	

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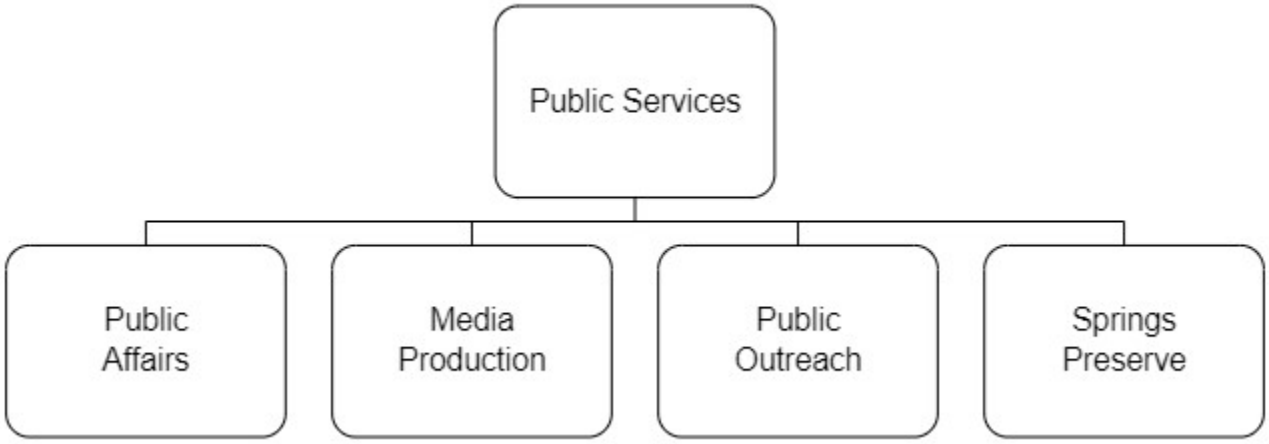
PUBLIC SERVICES



Mission

The Public Services department is responsible for communicating the organization's goals and initiatives to the community and educating the public about water issues. This effort is accomplished through government relations, stakeholder and customer outreach, marketing, and operation of the Springs Preserve.

Department Responsibilities

The department is comprised of four divisions: Public Affairs; Media Production; Public Outreach; and the Springs Preserve. Together, these divisions work to support internal and external customer service efforts and communicate organizational initiatives to various audiences.

The Public Affairs division oversees the organization's government affairs, agenda processes, public participation efforts and committees, grant writing, conference coordination and support, and provides analysis and support to senior management.

Media Production is responsible for producing organizational messaging through the development and maintenance of websites, social media platforms, video production, and various printed materials.

The Public Outreach division is responsible for providing information to the media and customers.

The Springs Preserve's mission is to build culture and community, inspire environmental stewardship, and celebrate the vibrant history of the Las Vegas Valley.

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Department Division Descriptions

Department staff continue to support the organization, its initiatives, and priorities:

Public Affairs. Public Affairs is responsible for Board administration, public processes, special events, tours, government affairs, grant writing, presentations, coordination of special processes and offering support to organizational initiatives through a wide variety of activities.

Staff supported several efforts on behalf of the SNWA, such as administration of the SNWA's Septic Conversion Program which offers funding to help septic users connect to the municipal sewer system. Additionally, to help advance public understanding of water-related issues and strengthen community support, Public Affairs continued to oversee a speakers bureau program, delivering presentations and facilitating discussions with local businesses and organizations. Division staff also supported the organization's funding initiatives through grant development and management to help offset programming, capital and operational expenses.

Media Production. Media Production develops materials to reach customers through websites, social media, television, email and print.

Over the past year, staff expanded website services and supported major conservation initiatives, including the nonfunctional grass deadline, leak reduction programs and increased rebate offerings. To improve accessibility for Southern Nevada's diverse community, staff added Spanish, Tagalog, and Mandarin Chinese on snwa.com.

The Design Production team focused on expanding the reach and effectiveness of water-conservation messaging. The team increased the distribution of customized seasonal watering reminders to single-family households. To improve inclusivity and accessibility, conservation materials were translated into Mandarin, Vietnamese, Korean, and Tagalog. The team reinforced organizational employee communication channels.

Public Outreach. The Public Outreach division is responsible for developing and implementing public awareness and educational campaigns that support organizational initiatives, coordinating public outreach initiatives, and managing communications with media and journalists.

In support of the SNWA, the marketing team launched a new Seasonal Watering Restrictions campaign in English and Spanish to educate the community about adjusting irrigation clocks and the differences between indoor and outdoor water use. The team also developed new campaigns focused on the Water Smart Landscape Rebate Program and an ethics campaign to highlight the community's ongoing conservation achievements. The SNWA's Water Quality campaign continued to advance community education about water safety.

Community and business engagement remained a focus throughout the year as the team participated in community outreach events, as well as targeted events specifically designed to help senior residents better manage their water use and account information. Conservation related materials were distributed to businesses, community centers, and other targeted locations throughout the valley. To support awareness and education about the nonfunctional grass law, strategic advertisements were used and direct mail notifications were distributed to property owners.

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For the SNWA, the team placed several articles and advertorials in local publications and HOA newsletters to educate the public about water conservation and water quality. Collaboration with HOAs, businesses and property owners related to the Horizon Lateral Program continued. The team also responded to hundreds of inquiries from the public and the media regarding a variety of water-related topics.

Budget Objectives and Initiatives

The fiscal year 2026-27 budget for Public Services supports community engagement, outreach, and conservation efforts by maintaining public education programs, enhancing customer awareness, and promoting responsible water use across the service area.

Total expenditures are shown in the table below.

Expenditures

SNWA USES	Actual 2024-25	Budget 2025-26	Budget 2026-27
Materials and supplies	$ 218,467	$ 379,400	$ 388,350
Maintenance and repairs	1,189,745	1,990,150	1,738,420
Rental and leases	—	—	—
Other employee expenses	154,069	149,364	166,664
Other operating expenses	6,020,974	6,812,032	7,357,757
Total operating expenses	7,583,256	9,330,946	9,651,191
Capital expenditures	288,836	—	—
Salaries and benefits	7,605,892	7,729,593	7,590,372
TOTAL DEPARTMENT EXPENDITURES	$ 15,477,984	$ 17,060,539	$ 17,241,563
FTE POSITIONS	32.5	35.0	35.0

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Strategic Objectives and Accomplishments

The Public Services department is committed to help accomplish the goals and objectives outlined in the organization's Strategic Plan. The department works to support these goals through the coordination and administration of support functions.

2026-27	Department Goals & Objectives	SPG-1	SPG-2	SPG-3	SPG-4	SPG-5	SPG-6
I	Coordinate all public meetings for the organization in accordance with state law.		X				
II	Communicate conservation messages to our customers.			X			
III	Coordinate with customers on construction projects and other community outreach activities.		X				X
IV	Manage the Springs Preserve efficiently and enhance the visitor experience.		X			X	X

Department Performance Measure	Dept Goal	Target	2024-25 Actuals	2025-26 Estimate	2026-27 Budget
Properly post agendas for the Las Vegas Valley Water District, Southern Nevada Water Authority, Springs Preserve Board of Trustees, small systems and public participation committees.	I	20	35	32	20
Number of community outreach events.	III	100	110	120	125
Visitor attendance at the Springs Preserve.	IV	200,000	257,400	270,000	250,000

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2025-26	Department Accomplishments
Supported completion of 19 septic conversions, delivering $640,000 in resident reimbursements, and assisted with ongoing conversion projects in partnership with the cities of Las Vegas and Henderson, funded through the Bureau of Reclamation and the Environmental Protection Agency.	
Helped improve accessibility for Southern Nevada's diverse community by adding Spanish, Tagalog, and Mandarin Chinese language options on snwa.com.	
Played a central role in coordinating and supporting the Colorado River Water Users Association conference in December 2025, which attracted 1,770 attendees, the largest attendance to date.	
Increased the distribution of customized seasonal watering reminders to nearly 570,000 single family households—10,000 more than the previous year—and generated an additional 369,000 impressions through email notifications.	
Participated in over 170 community outreach events, plus 55 targeted events focused on helping seniors manage their water use and account information.	

SECTION 6

CAPITAL PLANS

Capital Budget ..... 6 - 149
Major Construction and Capital Plan 2020 ..... 6 - 155

SOUTHERN NEVADA WATER AUTHORITY™

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Capital Budget

The Southern Nevada Water Authority (SNWA) maintains a long-range facility planning process to determine the type, size and location of water distribution and treatment facilities needed to meet the water service demands of its member agencies within Clark County – Las Vegas Valley Water District, City of Henderson, City of North Las Vegas, City of Boulder City and the Big Bend Water District. As water system facilities are defined, they are incorporated into the SNWA's overall construction program. The process is dynamic, with projects added, changed, or deleted as necessary to meet the changing conditions of the member agencies.

The overall capital project-related expenditures for 2026-27, totaling $703.0 million, consist of water resources acquisition and development, Garnet Valley water and wastewater facilities, existing treatment facility replacements and upgrades, pumping stations, reservoirs, water pipelines, equipment and other distribution facilities.

In November 2020, the SNWA Board of Directors approved an amended Major Construction and Capital Plan (MCCP) that guides decisions related to water system expansion, water resource management, water quality compliance activities and asset management. The plan represents an investment of $3.2 billion (2020 dollars) to construct new facilities, manage water resources and improve key system components, ensuring a reliable water system for the SNWA's customers.

Impact of Construction Program on Operation and Maintenance Expenses

The SNWA water distribution facilities, in the near term, does not anticipate any impact on maintenance expenses and only minimal expenses associated with the operation of new facilities added to the SNWA's water distribution system through its overall construction program. This is due to the following three factors:

- Added facilities to the SNWA's system are new and typically require minimal maintenance.
- Designed and constructed facilities have the latest available technology and are not accepted by the SNWA until they are fully inspected and tested and ready for operation.
- The SNWA has conducted process improvement investigations and adopted recommendations that have resulted in significant on-going operational and maintenance efficiencies and savings.

The SNWA, over the long term, anticipates to incur maintenance expenses for the rehabilitation of facilities such as reservoirs, pump stations, and pipelines. However, these costs are minimized through the SNWA's use of state-of-the-art diagnostic equipment and testing procedures, which significantly lower maintenance costs and reduces the rate of catastrophic failures. Finally, these facilities were, and are being constructed, for member agencies who generate additional operating revenues. These revenues offset the added long-term maintenance expense.

Prioritization of Capital Projects

New capital projects are submitted for consideration to the respective department Director with documented scopes of work, project schedules, and estimated project budgets and project criticalities. New projects are also reviewed against existing projects to identify any project scope overlap and when approved, forwarded to the Deputy General Manager for concurrence.

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During the annual capital budget process, project participants update data in the project management system to reflect changes in project schedules and funding requirements with a focus on the three upcoming fiscal years.. This may cause a project to fall out of the budget year review, yet still be prioritized and ranked for future fiscal years. In addition, project participants conduct a criticality evaluation to prioritize and rank projects based on the risk of deferring and negatively impacting water quality, operations, and system reliability. The risk categories listed below present a framework for project prioritization with Category 4 having the highest risk. Senior management may modify these guidelines or re-prioritize projects based on current needs at any time.

Category 4: The projects in this category cannot be deferred.

- The project is active (in construction) and ongoing; or
- The project draws funds from sources other than the Capital Budget and cannot be deferred. Other funding sources for these projects include the oversizing fund, grants, and developer contributions.

Category 3: The projects in this category have a high risk of deferring and have been deemed required or critical to:

- Meet a statutory or regulatory requirement, court order or consent decree; or
- Correct an immediate threat to public health and safety; or
- Correct an immediate threat to worker health and safety; or
- Correct an immediate failure of water quality and treatment systems; or
- Correct an immediate failure of transmission or distribution systems; or
- Strengthen, protect, and/or secure the community's water supply.

Category 2: The projects in this category have a medium risk of deferring and have been deemed necessary to:

- Ensure public health and safety; or
- Maintain worker health and safety; or
- Sustain water quality and treatment systems; or
- Support transmission or distribution systems; or
- Strengthen, protect, and/or secure the community's water supply; or
- Directly reduce costs and/or increase revenues.

Category 1: The projects in this category have a low risk of deferring and are desired to enhance or provide improved:

- Water quality and treatment systems; or
- Transmission or distribution systems; or
- Service to customers.

Category 0: The projects in this category have no risk of deferring.

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The table below lists the capital projects included in the SNWA's capital expenditures for the fiscal year 2026-27.

SNWA: CAPITAL BUDGET 2026-27

EHS & Corporate Security	**4,262,650**
SNWA - Fleet Management	3,253,000
SNWA - Fleet Management (Ranches)	1,009,650
Energy Management	**2,783,000**
Solar Power Project (ENTP)	2,123,000
River Mountains - Newport Building Improvements	660,000
Engineering	**540,957,000**
AMSWTF - Admin, Warehouse, Facility Maintenance, and Chlorine #1 Building - Roof	256,000
AMSWTF & RMWTF FILTER GALLERY & NETWORK IMPROVEMENTS	4,700,000
AMSWTF Fire System Upgrade	1,129,000
AMSWTF Flocculation Area Rehabilitation	9,345,000
AMSWTF Operators Lab Renovation	113,000
Calico Ridge ROFC	12,637,000
Cathodic Protection Systems. Las Vegas, Aqueduct B, and Raw Water Laterals	56,000
Garnet Valley Wastewater System (G1172)	8,275,000
Garnet Valley Water Transmission System - Distribution Pipeline	53,000
Garnet Valley Water Transmission System - Facilities	99,001,000
Garnet Valley Water Transmission System - Transmission Pipeline	46,758,000
Garnet Valley Water Transmission System (G1282)	13,253,000
Gowan Pumping Station Bypass	2,314,000
GV Wastewater System- LV Blvd Interceptor - PH IB	1,436,000
GV Wastewater System- Out Valley System - PH II	8,226,000
Horizon Lateral - Fayle Pumping Station	500,000
Horizon Lateral - Fayle Pumping Station & Pipeline	4,769,000
Horizon Lateral - Horizon Reservoir	1,785,000
Horizon Lateral - Paradise Hills Pumping Station & Pipeline	6,301,000
Horizon Lateral - Rice Pumping Station & Pipeline	4,635,000
Horizon Lateral - South Boulevard Pumping Station & Pipeline	2,946,000
Horizon Lateral Planning & Preliminary Design	7,331,000
Nellis ROFCS 6B Site Improvements and Backup Pipeline	3,291,000
Ozone Equipment Upgrade - AMSWTF	23,519,000
Ozone Equipment Upgrade - RMWTF	24,137,000
Ozone Equipment Upgrade (G1224)	10,158,000
RMWTF - Replace chillers	333,000
RMWTF - Replace roll media feeders at SNWA pumping plants	519,000

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RMWTF Fire Alarm System Replacement	880,000
RMWTF Microbiology Research Laboratory Expansion	11,436,000
RMWTF Sodium Hypochlorite Generator Replacement - Phase II	4,335,000
Stage II Reliability Upgrades	3,320,000
Stage II Reliability Upgrades Early Procurement	207,000
Stage II Reliability Upgrades Interconnect Pipeline	29,112,000
Stage II Reliability Upgrades Monthill PS	22,867,000
Stage II Reliability Upgrades Power Substation	547,000
Stage II: Sloan 2160 PS & Lamb 2350 PS Expansion	53,345,000
Stage III: PRV Installation at Volunteer, Cactus, and Bermuda	9,456,000
AMSWTF - Fleet Maintenance Building Addition	3,500,000
GV Wastewater System Ph II - Black Mountain & Industrial Rail Lift Stations & Central	101,125,000
GV Wastewater System - Mountain View Waterline Seg A & C (G1446)	985,000
RMWTF Water Quality Office Remodel	481,000
AMSWTF Administration Building Switchboard X012 Replacement	291,000
East Valley Lateral & North Las Vegas Lateral Isolation & Interconnect Valve	794,000
SNWA Treatment Facilities Building Renovation	500,000
Information Technology	**350,000**
River Mountains Water Quality & Treatment Lab Lead & Copper Implementation	350,000
Infrastructure Management	**13,409,000**
AMSWTF & RMWTF Multilin Upgrades	30,000
AMSWTF / RMWTF Offsite - Install LED Lighting (G1106)	60,000
AMSWTF Bulk Chemical Tank Repairs	153,000
AMSWTF Equip Evaporators for Trains 1 & 4	30,000
AMSWTF Fish Hatchery Line	132,000
AMSWTF RWW MCC Replacement	221,000
AMSWTF Site - New SNWA Communications Room (MEPS8569) (G1168)	24,000
Bermuda ROFCS Valve Installation	672,000
Ciena Transport Ring Upgrades	64,000
Decatur Pumping Station LV Equipment Upgrades	372,000
IPS1 Utility Water Line Replacement	39,000
Multi-Site Manual Transfer Switch Installation	819,000
Multi-Site Surge Tank Air Piping Upgrades	191,000
OT Systems Firewall Replacement	118,000
OT Systems Network Discovery and Security	432,000
Pumping Station 3 Piping and Forebay Repairs	379,000
Pumping Stations 7 and 7B Electrical Upgrades	932,000
R-8 Pump Replacements	370,000
Revere Surge Tank Electrical Upgrades	167,000

DRAFT

RMWTF - Entry Gates Upgrades	636,000
RMWTF - Replace facility entry doors	154,000
RMWTF - Replace two evaporative coolers with an AHU for the Fleet building	422,000
RMWTF Filter Drain Valve Replacements	90,000
Simmons Pumping Station - Recoat Forebay Interior (MEPS7326)	40,000
SNWA - Misc. Vault Repair (MEPS8110) (G1189)	30,000
SNWA Annual Electrical Improvements	100,000
SNWA Facility Improvements	300,000
System Wide Valve Actuator Upgrades (G1216)	950,000
Update DC Excitation Systems at Various Plants (G1217)	320,000
Valley View Reg Tank ICCP - Pittman/Fayle Laterals Distributed Anode Bed	60,000
SNWS Process Control Systems Hardware Upgrades	430,000
SNWS OT Network and Systems Upgrades	500,000
SNWS SCADA Software Replacement	2,300,000
Paradice ICCP	248,000
AMSWTF Sludge Drying Beds Rehabilitation	698,000
Multiple SNWS Terminal Reservoir Communications Replacements	221,000
North Las Vegas Lateral/Christy Carey ROFC Valve Vault Install	238,000
AMSWTF Machine Shop Waterline Installation	79,000
AMSWTF Clearwell Erosion Remediation	109,000
AMSWTF Administration Building Awning Installation	75,000
Twin Lakes Pumping Station PQM Installation	104,000
South Valley Lateral Meter Vault - ICCP Addition	48,000
SNWA - Infrastructure Capital Equipment	52,000
Operations	**4,147,000**
Machine Shop Equipment	350,000
Motor Refurbishment (originally 6S027)	1,200,000
Sleeve and Miscellaneous Valve Repairs (340V)	250,000
SNWA Transmission Pump Repairs	800,000
SNWA - BPS1A Replace 36" Discharge Isolation Valves (G1204)	200,000
SNWA - BPS1A Replace 48" Suction Isolation Valves (G1205)	200,000
SNWA - BPS2 Replace 36" Discharge Isolation Valves (G1207)	200,000
SNWA - BPS2 Replace 48" Suction Isolation Valves (G1208)	227,000
Hacienda Pump Station Replace Cone Valve Actuators	200,000
SNWA - Operations Capital Equipment	520,000
Water Quality & Treatment	**5,263,845**
AMSWTF Administration Building Electrical Upgrades	230,000
Ozone System Related Needs	106,000
SNWA Necessary Unforeseen Projects	480,000

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Water Quality Testing Equipment (G1225)	240,000
AMSWTF Water Softener Upgrades Replacement	2,182,000
Water Quality Capital Equipment	2,025,845
Water Resources	**131,793,000**
Future Water Supplies	25,000,000
Future Water Supplies - Contingency	4,000,000
Livestock Replacement	325,000
LVV Groundwater Monitoring Network Augmentation	1,239,000
Mountain Block Pipeline replacement (G1220)	360,000
Pivot System Replacement (5)	120,000
SNWA - NR Ranches - Domestic Wells (G1201)	135,000
SNWA Capital - Interim Colorado River Supplies Minute 323	3,750,000
Virgin and Muddy Rivers Water Resource Acquisition & Tributary Conservation ICS	25,000,000
Warm Springs Wash Bay Extension	2,000
Water Resource Acquisition and Development - Conservation - Water Smart Landscape	50,000,000
Warm Springs Natural Area - Trail and Warm Springs Road Crosswalk	600,000
Warm Springs Natural Area Wildlife and Bird Viewing Tower	200,000
Northern Resources - Wahoo Shop Improvement	60,000
Northern Resources - Goff II (Lopez) Improvement	75,000
Northern Resources - Shoshone House Improvements	105,000
Northern Resources - Shoshone Pipeline Installation	65,000
Garnet Valley Environmental	20,757,000
TOTAL CAPITAL	**702,965,495**

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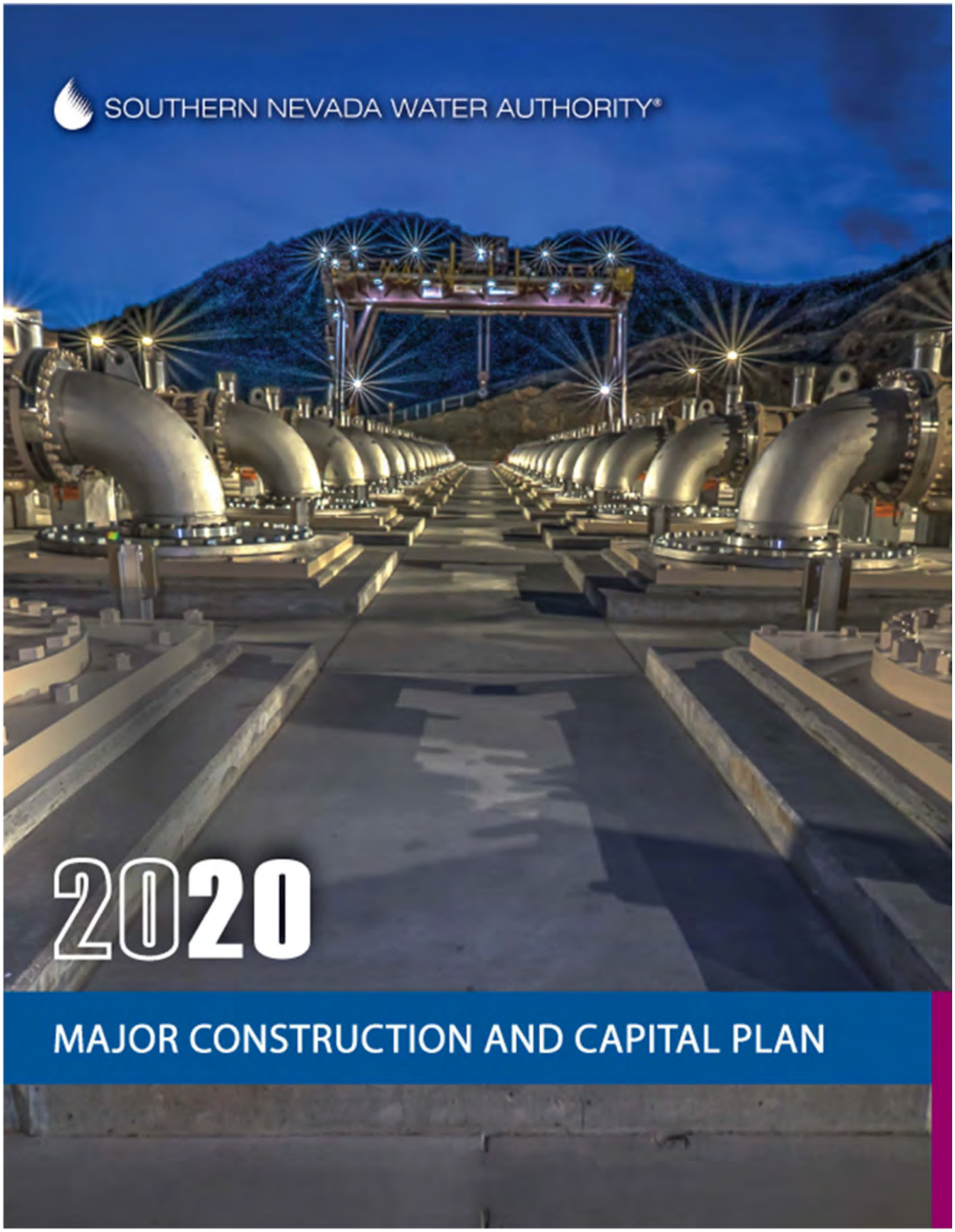
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2020
MAJOR CONSTRUCTION AND CAPITAL PLAN

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SOUTHERN NEVADA WATER AUTHORITY™

MISSION

Our mission is to provide world class water service in a sustainable, adaptive and responsible manner to our customers through reliable, cost effective systems.

GOALS

Assure quality water through reliable and highly efficient systems.

Deliver an outstanding customer service experience.

Anticipate and adapt to changing climatic conditions while demonstrating stewardship of our environment.

Develop innovative and sustainable solutions through research and technology.

Ensure organizational efficiency and manage financial resources to provide maximum customer value.

Strengthen and uphold a culture of service, excellence and accountability.

The Southern Nevada Water Authority (SNWA) is a cooperative, not-for-profit agency formed in 1991 to address Southern Nevada's unique water needs on a regional basis.

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MAJOR CONSTRUCTION AND CAPITAL PLAN

TABLE OF CONTENTS

INTRODUCTION 7

CHAPTER 1: SYSTEM EXPANSION 9

CHAPTER 2: WATER RESOURCES AND CONSERVATION 13

CHAPTER 3: SYSTEM MAINTENANCE AND UPGRADES 15

APPENDICES 19

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MAJOR CONSTRUCTION AND CAPITAL PLAN
INTRODUCTION

The Southern Nevada Water Authority (SNWA) was formed in 1991 by a cooperative agreement among seven water and wastewater agencies. Collectively, the SNWA member agencies serve more than 2.2 million residents in the cities of Boulder City, Henderson, Las Vegas, North Las Vegas and areas of unincorporated Clark County. As their wholesale water provider, the SNWA is responsible for water treatment and delivery, as well as acquiring and managing long-term water resources for Southern Nevada.

SNWA Member Agencies:

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

Major Construction and Capital Plan Background

Efforts to manage Southern Nevada's water resources in a cooperative manner began in the middle of the 20th century when local municipalities, the State of Nevada, and the federal government together began exploring options to deliver Colorado River water to the Las Vegas Valley on an extensive scale. These efforts resulted in a plan for staged financing and construction of the Southern Nevada Water Project. Under the direction of the United States Bureau of Reclamation and the Colorado River Commission of Nevada, the first stage of facilities for pumping, treating and conveying up to 200 million gallons per day (mgd) of Colorado River water from Lake Mead to the Las Vegas Valley and Boulder City was completed in 1971. An expansion of these facilities to a capacity of 400 mgd was accomplished in 1982. These facilities collectively became known as the Southern Nevada Water System (SNWS).

Ongoing growth in Southern Nevada and increasing demands on the SNWS prompted the SNWA to engage community stakeholders in developing a Capital Improvements Plan (CIP) to expand the SNWS to a regional capacity of 900 mgd. When faced with mission-critical decisions, the SNWA often relies on stakeholder advisory committees to consider community impacts and make recommendations. In 1994, the SNWA established an advisory committee that considered how the water system would need to expand to provide the redundancy and capacity the community required. One of their principal recommendations was for the community's regional water system to achieve a capacity of 900 mgd.

By 1996, all the projects initiated by the Colorado River Commission over the previous three years and all the projects identified through the SNWA's stakeholder planning process had been consolidated into a single CIP. These projects included a second water intake in Lake Mead, a new water treatment facility, and a substantial contingent of water pipeline, pumping, and power supply facilities.

As the progress of the CIP began to approach the goal of a total SNWS capacity of 900 mgd, the SNWA recognized a new capital plan was needed that would provide for accomplishment of capital endeavors which were not directly related to the capacity goal. Such endeavors could include acquiring additional water resources, major system repairs and replacements, water quality enhancements, new

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facilities needed for increased reliability, and acquiring energy resources. To identify and authorize these endeavors, in 2002, the SNWA created a new capital plan called the **Major Construction and Capital Plan (MCCP)**.

Since 2002, the MCCP has been updated regularly and modified in size and scope to appropriately meet the changing water needs of the community. In 2010, given that the original purpose of the CIP had been achieved and given the MCCP's greater role as the dynamic document that defines the future major capital initiatives of the SNWA, the few remaining projects of the CIP were integrated into the MCCP and the MCCP became the single capital plan combining all authorized capital projects and initiatives into a unified document. It reports on the costs of all completed projects of the SNWA. It defines all authorized projects and initiatives for new facilities, acquisition of assets such as water and energy resources, and all other capital related activities. It also identifies estimated costs and schedules for all approved projects and initiatives.

The projects outlined within the MCCP are funded by SNWA bond proceeds and revenues generated by SNWA water bill charges, connection charges, State Sales Tax, and Southern Nevada Public Land Management Act funds.

INTEGRATED RESOURCE PLANNING ADVISORY COMMITTEE 2020 PROCESS

As part of its future planning efforts, the SNWA identified a number of projects that had been deferred, facilities needed to meet new demands and projects that if constructed, would capture valuable Colorado River resources for return-flow credits that would otherwise not be returned to Lake Mead.

To ensure community input into the planning process, the SNWA Board convened an advisory committee to consider the projects and resources needed to continue serving customers into the future. Following a comprehensive education, the committee recommended a package of new infrastructure, water resources, power projects and conservation initiatives to support Southern Nevada.

2020 MCCP

The amended 2020 MCCP represents a major update to the document, including its look and organization. The 2020 MCCP includes a wide variety of projects, acquisitions, and initiatives addressing various objectives. To facilitate clarity and order, projects, acquisitions and initiatives are organized by chapters corresponding to their general purpose or other distinguishing characteristics, and are organized as follows:

Chapter 1: System Expansion. These projects are considered new water facilities to meet new anticipated demands within the service area or to facilitate water deliveries in areas where water systems have not yet been constructed. It also includes projects to support the SNWA's efforts to increase its renewable energy resources and maximize the sustainable use of Colorado River supplies.

Chapter 2: Water Resources and Conservation. Water resource projects are assets that require capital funding, but may not involve the construction of SNWA facilities. This chapter also includes the Water Smart Landscapes Program – one of the most important conservation investments the SNWA has made over time.

Chapter 3: System Maintenance and Upgrades. Projects, acquisitions or initiatives described in this chapter are needed to maintain the existing system or improve system reliability.

The chapters include project descriptions to outline intent and purpose, and the estimated costs to complete each project, which includes – where applicable – administration, design, construction and contingency amounts.

The appendices also include related information, including projected future cash flow and completed projects.

The MCCP is periodically revised in response to future reliability, water quality, system capacity, and water resource needs and in accordance with the SNWS Facilities and Operations Agreement.

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MAJOR CONSTRUCTION AND CAPITAL PLAN - CHAPTER 1

SYSTEM EXPANSION

PROJECTS:

- Horizon Lateral
- Garnet Valley Water System
- Garnet Valley Wastewater System
- Large Scale Solar Photovoltaic (PV) Project
- Low Lake Level Pumping Station (L3PS)

Overview

The SNWA continues to assess its existing regional water system needs and proposes projects necessary to meet future demands. Recently completed major projects include the Low Lake Level Pumping Station (2020) and Intake No. 3 (2015); however, those were designed and constructed to respond to drought conditions and not necessarily to meet future demands.

With economic development opportunities in Southern Nevada's horizon, the regional water system requires new, additional facilities to provide the capacity for new demands while maintaining or improving existing service levels for customers.

Projects included within the 2020 amendment include a new water transmission lateral at the southern portion of the community. In the northern area of the valley, wastewater conveyance lines are contemplated to ensure Colorado River water deliveries are efficiently used and returned to Lake Mead for use again.

Other projects include a solar project and final efforts on the Low Lake Level Pumping Station.

SPOTLIGHT ON: The Horizon Lateral

Approximately 40 percent of the residents and businesses in the southern portion of the Las Vegas Valley are currently served by the South Valley Lateral, which is projected to reach 95 percent capacity by 2034. The single-feed transmission lateral does not have redundant facilities to provide back-up water service to the area, highlighting the need for an additional lateral to ensure future reliability and system capacity.

To ensure system redundancy and reliability in the south part of the valley, and to support Southern Nevada's economic development, the SNWA is considering the Horizon Lateral, which will increase the transmission system capacity from the current 306 million gallons per day (MGD). A feasibility study is being prepared for the Horizon Lateral infrastructure and alignment that will define the recommended capacity, pipeline sizes, reservoir location, pumping station size and location, purveyor turnout locations, and pipeline alignments.

The Horizon Lateral project is expected to include:

- Approximately 24 miles of pipeline ranging between 72 and 120 inches in diameter
- Approximately 7 miles of tunneling
- 2 Pump Stations
- 40 Million Gallon Reservoir(s)
- Rate-of-Flow Control Stations

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Horizon Lateral

The Horizon Lateral represents the largest project proposed within this MCCP amendment in terms of both cost, timeline and magnitude. When completed, the new lateral will offer redundancy for a large portion of SNWA customers and the capacity to meet new demands in the southern portion of the water system. For more details about the Horizon Lateral project, refer to the sidebar on the previous page.

Garnet Valley Water System

The APEX Industrial Park is one of Southern Nevada's largest industrial parks located in Garnet Valley in North Las Vegas. The 16-parcel industrial park includes more than 11,000 acres and is attracting technology- and manufacturing-based businesses.

When completed, the Garnet Valley Water System will support the water needs of the Apex Industrial Park. The Garnet Valley Water System will consist of facilities to support supplying 20 million gallons per day (MGD) at full build-out and includes:

- 18 miles of pipeline, 16 inches to 36 inches in diameter
- 1 reservoir (4 million gallons)
- 3 pumping stations with a capacity of 5 MGD
- 2 forebays
- 2 Rate-of-Flow Control Stations (20 MGD total)

Garnet Valley Wastewater System

Southern Nevada maximizes its water resources by treating and recycling 99 percent of the water used indoors in its service area. Treating wastewater and returning it to Lake Mead extends the availability of our water resources through return-flow credits.

Construction of the Garnet Valley Wastewater System will help ensure the sustainable development of resources and reduce water demand impacts to the Colorado River. The wastewater project will support the agency's efforts to maximize our water resources by developing the infrastructure required to capture indoor wastewater from the Garnet Valley area and transport it to existing treatment facilities in accordance with SNWA's out-of-valley water use policy. The project consists of:

- 5 wastewater lift stations
- 43 miles of wastewater pipeline from 8 inches to 48 inches in diameter
- 8 miles of force main pipe from 14 inches to 30 inches in diameter

Large Scale Solar Photovoltaic (PV) Project

A considerable amount of energy is required to pump water uphill from Lake Mead into the Las Vegas Valley, where SNWA member agencies then distribute it to homes and businesses. SNWA is one of the largest energy users in Southern Nevada, and power is a significant portion of the cost of treating and delivering water.

The Large Scale Solar Photovoltaic (PV) Project ensures a clean, cost-effective renewable energy source for the next 25 years and is essential for meeting the Nevada Renewable Portfolio Standard of 50 percent by 2030. Currently, renewable energy is approximately 21 percent of SNWA's existing power portfolio, and this project will ensure SNWA meets the state-mandated standards by securing 88 megawatts (MW) of solar energy for SNWA and 30 MW for several of its purveyor members.

As part of this project, SNWA will enter into a 25-year, fixed-rate Power Purchase Agreement (PPA) with ibV Energy Partners, which will build, operate and maintain the large-scale solar PV facility. The PPA allows SNWA to purchase power below current market cost, saving money when the facility opens in 2023 and throughout the span of the agreement. In addition to the PPA, the project consists of a 10-mile expansion to SNWA's existing power transmission system, a double-circuit 230 kV power line, 230 kV Switchyard and other infrastructure to support energy transmission.

Low Lake Level Pumping Station (L3PS)

The Low Lake Level Pumping Station ensures Southern Nevada maintains access to its primary water supplies in Lake Mead even if water levels decline due to drought.

Development of the pumping station located in the Lake Mead National Recreation Area involves construction of a 26-foot diameter access shaft more than 500 feet deep and the excavation of a 12,500-square-foot underground forebay. The forebay connects with 34 vertical shafts—each 500 feet deep and 6 feet in diameter—to accommodate the station's submersible pumping units.

During construction, SNWA closed off an access trail to the lake to secure a large area in which to stage the construction, which began in mid-2015 and was completed in April 2020.

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This capital will fund final project close-out activities that include contractor retention fees, restoring 10 miles of Lakeshore Road, re-establishing public access to the trail that has been inaccessible during construction, removing a construction access road, and restoring the entire staging area to its pre-construction state.

SYSTEM EXPANSION PROJECTS

TITLE (Projected Completion Year)	ESTIMATED COST TO COMPLETE (Estimates in 2019 million dollars)
Horizon Lateral (2032)	$ 1,596.7
Garnet Valley Water System (2028)	129.8
Garnet Valley Wastewater System (2027)	120.0
Solar PV Project (2022)	20.8
Low Lake Level Pumping Station (2021)	16.4
TOTAL SYSTEM EXPANSION PROJECTS	**$1,883.7**

Totals are rounded

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MAJOR CONSTRUCTION AND CAPITAL PLAN - CHAPTER 2

WATER RESOURCES

PROJECTS:

- Future Water Resources
- Water Smart Landscape Rebate
- Water Resource Contingency
- Virgin and Muddy River Water Resource Acquisition
- Minute 323
- Interim Colorado River Supplies – Water Banking

Overview

Water resources represent a significant and important asset for SNWA and require capital funding to acquire and maintain. While this chapter provides a brief description of resources funded within this MCCP, the SNWA Water Resource Plan provides a comprehensive overview of all SNWA water resources and how they're managed and utilized to meet demands over a 50-year planning horizon.

The estimated total spend for water resource projects over a 10-year planning horizon is $1,068.6 million.

Future Water Resources

SNWA is working to further diversify its water resource portfolio and has identified potential resource options, including investments in water recycling and/or desalination projects developed in partnership with other Colorado River Basin states. In these projects, SNWA would fund part of the construction of the facilities, or lease/purchase water produced by the facilities, in exchange for a portion of that partnering state's Colorado River allocation. Projects under consideration include the Metropolitan Water District of Southern California (MET) Recycled Water Purification Center and the Yuma Desalting Plant in Arizona.

MET, in collaboration with the Los Angeles County sanitation districts, is proposing an advanced water treatment plant to treat wastewater and inject it into groundwater aquifers for future use. The project would create approximately 112,000 acre-feet of water per year. SNWA would partner with MET to help fund a portion of the project in exchange for MET using less of its Colorado River allocation, which SNWA would then utilize and access via Lake Mead.

SNWA also is considering supporting the retrofit of the Yuma Desalting Plant. Built in 1992 to treat agricultural runoff, the plant has operated only three times due to damage caused by a flood and lack of funding. SNWA may have the opportunity to participate in the plant's repair and long-term operation, which could yield up to 30,000 acre-feet of water per year.

Unlike typical construction projects, these water resource acquisitions require negotiations with willing partners. At the time of this plan's development, these were likely options, but neither have finalized opportunities for partnerships. Including these options within the MCCP and establishing a funding threshold approval ensures the SNWA is prepared to take action on valuable water resources when the opportunities arise.

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Water Smart Landscape Rebate

The Water Smart Landscape (WSL) rebate offers financial incentives to residential and commercial customers in the SNWA service area who replace water-thirsty grass with water-efficient landscaping. Since the majority of Southern Nevada's water is used outdoors on landscaping, the WSL program targets the largest consumptive use of water as a top priority.

This capital funding is capable of providing rebates for approximately 5 million square feet of non-functional turfgrass each year. To sustain results, participants in the program must grant a conservation easement that promises the project will be sustained in perpetuity. This capital funding supports the program funding and the easements associated with the property at which the grass is removed.

Water Resource Contingency

SNWA has successfully partnered with the other Colorado River Basin states and the country of Mexico to flexibly manage Colorado River resources, which have been threatened by drought for two decades. The water resource contingency capital will provide SNWA the funding required to react to changing conditions on the Colorado River and act on developing additional water supplies when opportunities become available.

Virgin and Muddy River Water Resource Acquisition

These costs represent the acquisition of water shares in irrigation companies on the Muddy and Virgin rivers.

Minute 323

The United States and Mexico finalized Minute 323 to the 1944 U.S./Mexico Water Treaty in September 2017. Minute 323 helps maintain Lake Mead water levels, delay potential shortages and create additional certainty for all water users, particularly during shortages. This capital funding supports SNWA efforts to invest in conservation and infrastructure projects in Mexico in exchange for Bi-National Intentionally Created Surplus credits.

Interim Colorado River Supplies – Water Banking

This project includes funding for temporary water supplies: Colorado River system conservation projects, interstate water banking, and SNWA activities with Colorado River basin states that alleviate impacts of the ongoing drought, and more specifically, recovery activities associated with banked resources. Colorado River system conservation and drought-related activities develop water resources to bolster Lake Mead water elevation and protect short-term water supplies, water quality, and operation of SNWA intakes.

WATER RESOURCES

TITLE	ESTIMATED COST TO COMPLETE (Estimates in 2019 million dollars)
Future Colorado River Resource Acquisitions	$ 587.7
Water Smart Landscape Program Rebates	152.3
Water Resource Contingency	188.3
Virgin and Muddy River Resource Acquisitions	98.4
Minute 323	36.4
Interim Colorado River Supplies – Water Banking	5.5
TOTAL WATER RESOURCES COSTS	**1,068.6**

Totals are rounded

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MAJOR CONSTRUCTION AND CAPITAL PLAN - CHAPTER 3

SYSTEM MAINTENANCE AND UPGRADES

PROJECTS:

- Stage II Reliability Upgrades
- Stage II Multi-site Medium Voltage Electrical Equipment Upgrades
- Ozone Equipment Upgrade
- AMSWTF Filter Improvements
- In-Valley Maintenance Shop
- Enterprise Asset Management Software Replacement
- RMWTF Microbiology Research Lab Expansion
- Water Quality Testing Equipment
- System-wide Valve Actuator Upgrades
- SCADA System Replacement
- Joint SCADA Site

Overview

Maintaining a world class water system requires ongoing repair, upgrade and investment. The projects outlined within this chapter represent those efforts to support existing infrastructure in a way that significantly upgrades the facilities:

Stage II Reliability Upgrades

These improvement projects are associated primarily with SNWA water conveyance infrastructure along the Pittman Lateral which serves the central Las Vegas Valley. The upgrades will improve reliability for customers in older, more established areas of Southern Nevada.

The Stage II Reliability Upgrades consist of modifications to the Hacienda Pumping Station, rehabilitation of portions of the Pittman Lateral, and localized improvements that would enhance the reliability of delivery along this central corridor, including upgrades to the Gowan, Simmons, Lamb and Sloan pumping stations.

The Hacienda Pumping Station has a conveyance capacity of 180 million gallons per day (MGD) and serves a critical, central area of the Las Vegas Valley. To ensure future reliability, protect against facility aging, provide redundancy in the water delivery system and prevent water loss, additional capital investments are necessary.

This project also includes construction of a new 80 MGD pumping station at the Las Vegas Valley Water District's (LVVWD) Campbell Reservoir site and approximately 1.75 miles of 66-inch diameter discharge pipeline from the new pumping station to the existing Hacienda Pumping Station discharge pipeline. This will facilitate rehabilitation work at the Hacienda Pumping Station.

Additional upgrades to facilities at Sloan, Lamb, Gowan and Simmons pumping stations will be needed to support this project. These upgrades will provide additional back-feed capacity of up to 50 MGD. This capital project includes:

- 1.75 miles of 66-inch diameter pipeline from Campbell to Hacienda Pumping Station
- 4 new pumps to existing pump barrels at Sloan Pumping Station with electrical upgrades
- 4 new pumps to existing pump barrels at Lamb Pumping Station with electrical upgrades
- 30-inch pipeline and two 16-inch pressure reducing vales with electrical upgrades at Gowan Pumping Station
- 60-inch pipeline and 60-inch bypass valve at Simmons Pumping Station

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Stage II: Multi-site Medium Voltage Electrical Equipment Upgrades

Pumping station switchgear that incorporates fuse clip technology has experienced failures, creating water delivery challenges and potential safety concerns for staff. The switchgear — used to control, protect and isolate large pumps — will be replaced at five pumping station sites.

Ozone Equipment Upgrade

In 2002 and 2003, the SNWA implemented Ozone as a primary disinfectant at the Alfred Merritt Smith Water Treatment Facility (AMSWTF) and at the River Mountains Water Treatment Facility (RMWTF).

The systems have been operating continuously for the past 17 years. As the systems age, the potential for equipment failure increases and replacement parts become difficult to acquire. In order to maintain water quality levels, SNWA will fund an analysis of the existing system and, based on the analysis, upgrade or replace the ozone equipment at both treatment plants.

AMSWTF Filter Improvements

The water treatment filters at the AMSWTF have provided reliable service to SNWA's water treatment process since the facility first opened in the 1970s. Due to age and increasing turbidity in the raw water supply due to a drop in Lake Mead's water levels, these filters and related media used to remove sediment and impurities from the water need to be upgraded and deepened. This project consists of demolishing the old filter blocks, raising the height of filter center channel walls, installing new filter blocks, and replacing 135 valves in 15 filters.

In-Valley Maintenance Shop

This project included the design and construction of a maintenance building to support SNWA's water system maintenance activities, including staff, materials and related equipment. The In-Valley Maintenance Shop will provide a centralized location for SNWA to store and use specialized tools and conduct water system repair and maintenance projects. The new facility will improve work efficiencies and reduce travel time required to transport equipment and materials to various sites and locations around the valley.

Enterprise Asset Management Software Replacement

Proactively maintaining, protecting and updating the infrastructure required to meet Southern Nevada's water demands requires a software management system that can track preventative maintenance required at water treatment and transmission facilities and the associated assets such as pipelines, valves, motors, electrical switchgear and pumps. This project consists of replacing outdated, inefficient technology with a software package that allows staff to more effectively manage the agency's many facilities and assets. In addition to maintaining an inventory of these assets and maintenance schedule, the system will also help manage the workflow and costs associated with SNWA's maintenance activities.

RMWTF Microbiology Research Lab Expansion

The SNWA Water Quality Research & Development (R&D) Team conducts cutting-edge water quality research on contaminants of emerging concern and advanced treatment technologies. Since its inception in 2000, the R&D team has helped develop patented technology and has procured $10 million of external research funds to study emerging water quality issues.

To date, the R&D Team has primarily focused its research on chemical contaminants such as bromate and pharmaceuticals. Emerging water quality issues that include Legionella, antimicrobial resistance and algal toxins create new challenges for the water industry, and the Microbiology Research Laboratory will allow SNWA to establish itself as an R&D leader in microbiology.

This project will facilitate building a 5,500 square-foot, state-of-the-art microbiology research facility. The new building will be located adjacent to the existing R&D laboratories at the RMWTF and include the facilities and equipment necessary to conduct leading-edge microbiology research using a combination of culture methods, molecular methods and microscopy.

Water Quality Testing Equipment

Annually, SNWA's water quality scientists collect nearly 55,000 water samples and conduct nearly 300,000 analyses of those samples. Testing for more than 160 regulated and unregulated contaminants, SNWA experts monitor water quality in real time, 24

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hours a day, 365 days a year. These intensive testing process allow staff to detect contaminants at concentrations of parts per billion, and as technology improves, efficiently identifying contaminants in even smaller concentrations.

The SNWA Water Quality Compliance Laboratory and the Water Quality Research Laboratory provide the infrastructure necessary to meet federal Safe Drinking Water Act standards and support the agency's efforts to provide a clean, safe water supply. Both laboratories contain specialized, sensitive water quality testing equipment. This capital project will provide the funding necessary to replace that equipment as it becomes outdated or needs to be replaced with newer technology.

System-wide Valve Actuator Upgrades

As the SNWA water system matures, proactively replacing aging infrastructure is essential to the reliable, cost-efficient operation of the water transmission and distribution systems. Several large valves in the SNWA water system are 50 years old or more, reaching the end of the service lifecycle. Maintaining service reliability, SNWA will update the valve actuators and continue its proactive valve maintenance programs.

SCADA System Replacement

SNWA's water system operators use Supervisory Control and Data Acquisition system (SCADA) to monitor and control the water treatment and distribution system to ensure the safe and reliable delivery of water. This project will replace an existing SCADA with a new SCADA system that simplifies system maintenance and implements new features to help operate the water treatment and distribution system more efficiently. The Las Vegas Valley Water District and Big Bend Water District also are implementing the new SCADA system, creating operating synergies between SNWA and the two water purveyors.

Joint SCADA Site

SNWA is evaluating the current SCADA operations to determine the feasibility of consolidating current SCADA control rooms and the operations staff from multiple locations to a single site. This capital would provide for modifying an existing space or constructing a new space for the colocation of SNWA and Las Vegas Valley Water District SCADA teams in one centralized SCADA control site.

SYSTEM MAINTENANCE AND UPGRADE PROJECTS

TITLE (Projected Completion Year)	ESTIMATED COST TO COMPLETE (Estimates in 2019 million dollars)
Stage II Reliability Upgrades (2024)	$ 61.0
Stage II Multi-site Medium Voltage Electrical Equipment Upgrades (2024)	10.5
Ozone Equipment Upgrade (2025)	38.5
AMSWTF Filter Improvements (2022)	20.7
In-Valley Maintenance Shop (2024)	20.0
Enterprise Asset Management Software Replacement (2027)	15.5
RMWTF Microbiology Research Lab Expansion (2024)	16.0
Water Quality Testing Equipment (2029)	11.8
System-wide Valve Actuator Upgrades (2023)	6.6
SCADA System Replacement (2023)	5.0
Joint SCADA Site (2026)	7.7
TOTAL SYSTEM MAINTENANCE & UPGRADES	**$213.3**

Totals are rounded

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MCCP TOTAL COSTS

PROJECT TITLE	ESTIMATED COST TO COMPLETE *Estimate in 2019 million dollars*
Horizon Lateral	$ 1,596.7
Garnet Valley Water System	129.8
Garnet Valley Wastewater System	120.0
Solar PV Project	20.8
Low Lake Level Pumping Station	16.4
Water Smart Landscape Program Rebates	152.3
Future Colorado River resource acquisitions	587.7
Water Resource Contingency	188.3
Virgin and Muddy River Resource Acquisitions	98.4
Minute 323	36.4
Interim Colorado River Supplies – Water Banking	5.5
Stage II Reliability Upgrades	61.0
Stage II Multi-site Medium Voltage Electrical Equipment Upgrades	10.5
Ozone Equipment Upgrade	38.5
AMSWTF Filter Improvements	20.7
In-Valley Maintenance Shop	20.0
Enterprise Asset Management Software Replacement	15.5
RMWTF Microbiology Research Lab Expansion	16.0
Water Quality Testing Equipment	11.8
System-wide Valve Actuator Upgrades	6.6
SCADA System Replacement	5.0
Joint SCADA Site	7.7
TOTAL MCCP	$3,165.6

Totals are rounded

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MAJOR CONSTRUCTION AND CAPITAL PLAN

APPENDICES

Appendix A – Cash Flow

Appendix B – Completed Projects

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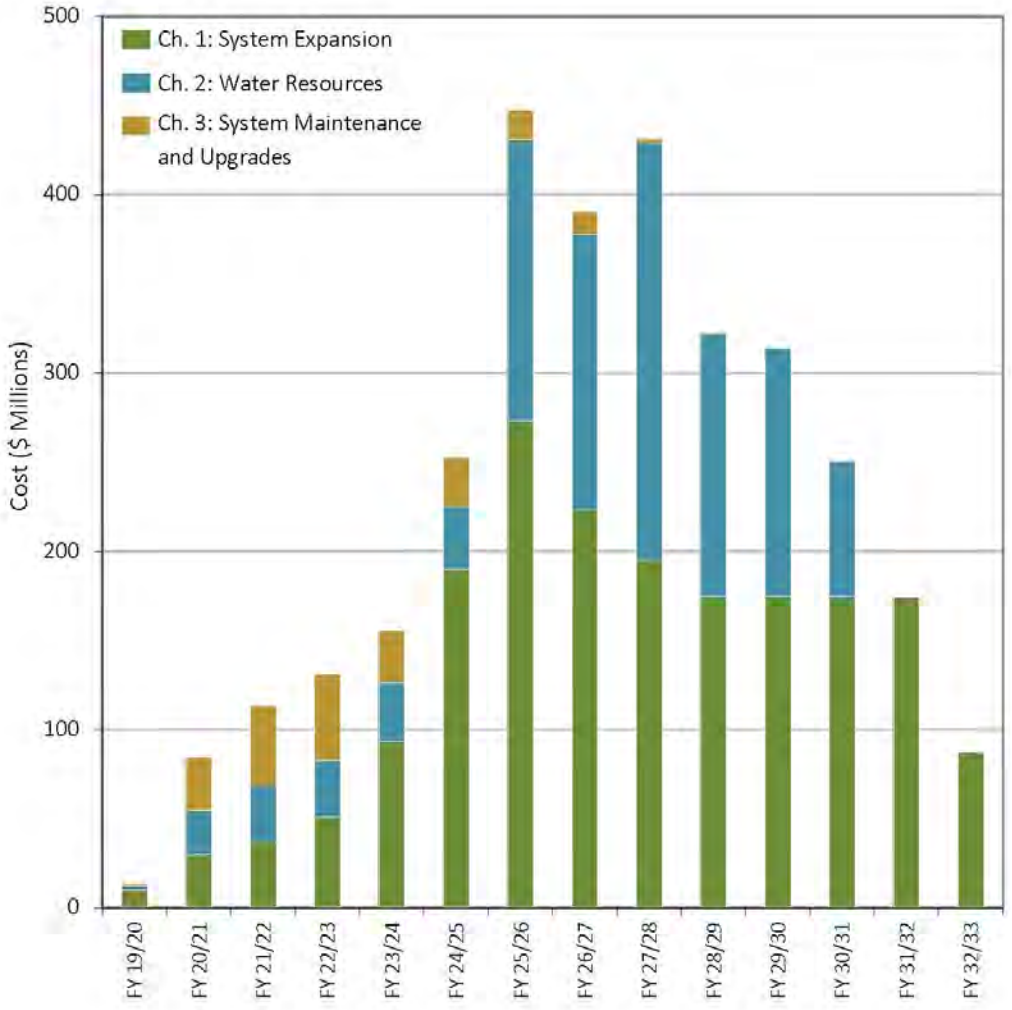
APPENDIX A: Cash Flow

MCCP Projected Cash Flow



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APPENDIX B: Completed Projects

Project Number	Project Title	Completion Year	Actual Cost ($ Millions)
.	Planning/Environmental for 1995 CIP Administrative		41.2
.	Operational Decision Support System	1997	1.3
B01	Batch Plant at AMSWTF	1997	1.8
C11	Communications	1997	1.3
D01	Scrubber Prepurchase at AMSWTF	1997	0.0
D11	Disinfection Facilities Upgrades at AMSWTF	1997	4.1
F11	Filter Additions at AMSWTF	1997	11.1
H01	Hacienda Pumps Prepurchase	1997	0.0
L11	Low Lift Pump Station	1997	0.0
M11	Gibson Lateral (48" - 2.0 miles)	1997	5.4
P11	Plant Improvements at AMSWTF	1997	9.2
P12	Plant Mass Excavation at AMSWTF	1997	0.6
R11	River Mountains Tank (46 MG)	1997	15.9
R12	River Mountains Tank Mass Excavation	1997	1.9
S11	Simmons Pumping Station (71 mgd)	1997	9.0
T01	Valve Prepurchase	1997	1.0
T11	River Mountains Tunnel (144" - 4.0 miles)	1997	20.5
T12	River Mountains Tunnel Portal Connection	1997	13.7
T13	River Mountains Regulating Tank Mass Excavation	1997	1.4
W11A	West Valley Lateral (60" - 3.3 miles) - Section A	1997	17.4
W11B	West Valley Lateral (60" - 2.9 miles) - Section B	1997	15.4
10010C	Substation Mass Excavation	1997	6.9
08010K	East C-1 Detention Basin	1999	7.7
08010L	Chemical Containment System at AMSWTF	1999	1.8
10010Z	CRC Power Development (Phase I)	1999	46.2
11010A	River Mountains Lateral (72" - 3.8 miles)	1999	9.6
11010B	South Valley Lateral - Major Crossings	1999	6.1
11010C	South Valley Lateral (108" - 9.8 miles)	1999	24.6
11010D	Foothills 2210 Pumping Station (140 mgd)	1999	20.1
11010E	River Mountains 2530 Pumping Station (140 mgd)	1999	24.6
11010G	Horizon Ridge 2375 Reservoir (10 MG), South Valley Lateral Regulating Reservoir (4 MG)	1999	13.5
11010H	South Valley Lateral (90" - 5.0 miles, 54" - 0.2 miles)	1999	14.6
11010I	South Valley Lateral - MacDonald Ranch (108" - 1.1 miles)	1999	5.8
11010J	South Valley Lateral Communications	1999	2.9
11010K	South Valley Lateral (84" - 6.8 miles)	1999	20.9
11010L	Burkholder 2210 Regulating Reservoir (25 MG)	1999	14.9
11010M	Rate-of-Flow Control Station	1999	8.0

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11010P	Pipe Prepurchase (108")	1999	27.0
11010Q	Pipe Prepurchase - 11010H Phase I (90")	1999	1.8
11010R	So. Valley Lateral Regul Resv Inlet/Outlet Pipeline (90" - 0.6 miles, 54" - 0.2 miles)	1999	2.6
11010S	South Valley Lateral - MacDonald Ranch Extension (108" - 0.4 miles)	1999	2.0
11010T	South Valley Lateral Controls	1999	1.0
11010W	South Valley Lateral - Disinfection (Complete)	1999	0.5
11010X	Black Mountain Rate-of-Flow Control Station (25 MG)	1999	3.0
11010Z	R-8 Lateral (24" - 0.8 miles)	1999	1.0
12010A	SNWS Phase II Mass Excavation	1999	2.4
12010B	SNWS Phase II System "C" (225 mgd) (27 MG)	1999	75.5
08010C	Ozone Addition to Alfred Merritt Smith Water Treatment Facility (Pre-design)	2000	0.6
08010D	Site Preparation for Ozone Addition to AMSWTF	2000	4.2
090A	Water Resource (Coyote Spring Valley)	2000	31.6
10010M	Nevada Power Company Connections to Sloan PS and Lamb PS	2000	1.4
13010A	East Valley Lateral - Hollywood/DI to Sloan PS (78" - 2.7 miles)	2000	22.4
13010B	East Valley Lateral - Sloan Pumping Station to Las Vegas Bldg. (78" - 5.7 miles)	2000	22.8
13010C	East Valley Lateral - Las Vegas Blvd. To Lamb PS (78" - 4.5 miles)	2000	22.7
13010D	Sloan 2160 Pumping Station (20 mgd)/Structure (175 mgd)	2000	32.2
13010E	Lamb 2350 Pumping Station (20 mgd)/Structure (175 mgd)	2000	26.4
13010F	Grand Teton 2330 Reservoir (10 MG)	2000	12.5
13010I	Disinfection Facilities: Carlton Square/Twin Lakes	2000	3.3
13010J	East Valley Lateral Communications	2000	2.4
13010T	East Valley Lateral Controls	2000	0.5
13010W	East Valley Lateral Disinfection	2000	0.3
10020A	CRC Power Development Project (Phase II)	2001	11.8
10020B	CRC Power Development Project (Phase III)	2001	14.3
07010A	Lake Mead Intake No. 2 (100 mgd)	2002	104.7
07010B	Raw Water Pumping System (108" - 2.0 miles 100 mgd)	2002	143.3
07010C	River Mountain Aqueduct (108" - 3.2 miles)	2002	18.1
07010E	Basic Water Company Pipeline Relocation	2002	0.6
08010A	RMWTF direct Filtration (150 mgd); Ozone at RMWTF (150 mgd); Clearwell Exp. 25 MG/50 MG total)	2002	266.8
08010H	AMSWTF Modulating Weirs	2002	0.4
08010J	Intake System and RMWTF Communications	2002	2.6
08010M	Magic Way RMWTF Entrance Improvements	2002	3.6
08010N	RMWTF Temporary Fluoridation	2002	1.3
10510A	NPC - Leased Fiber Optic systems - Phase I	2002	0.7
13510A	Boulder City Water Delivery Improvements (30" - 7.0 miles, 10 mgd)	2002	24.3
14010A	NVL - Washburn Rd to Decatur 2350 Res. (24" to 72" - 6.0 miles)	2002	12.0
14010B	Carlton Sq. Lateral, Cole Ave to Washburn Rd (42" - 3.9 miles)	2002	10.6
14010C	Gowan 2350 Pumping Station (24 mgd)	2002	8.7
14010D	Decatur 2350 Reservoir (20 MG)	2002	12.7

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14010E	Deer Springs Rate-of-Flow Control Station (80 mgd)	2002	4.3
14010G	College Rate-of-Flow Control Station (25 mgd)	2002	3.8
14010J	North Valley Lateral - Communications	2002	2.2
14010T	North Valley Lateral - Controls	2002	0.5
07010D	Low Lift Pumping Station Improvements (Phase I)	2003	3.7
07210B	Low Lift Pumping Station Improvements (Phase II)	2003	3.0
08010B	Prepurchase Oxygen/Ozone Equipment (AMSWTF & RMWTF)	2003	19.5
08010ER	Ozone Addition to AMSWTF (600 mgd)	2003	96.0
08010T	Intake System and RMWTF Controls	2003	4.3
08010W	AMSWTF Ozone Controls	2003	0.6
100D	SNWS Power System Upgrades - Equipment Prepurchase	2003	6.4
100E	SNWS Power System Upgrades - Equipment Installation	2003	16.9
100F	CRC Power System Upgrades	2003	5.0
100G	SNWS Power System Upgrades - Material Prepurchase	2003	1.0
100T	SNWS Power System Upgrades - Remote Terminal Units	2003	0.5
10510B	NPC - Leased Fiber Optic Systems - Phase II	2003	1.7
14010F	Foothills Pumping Station Turbine Project	2003	2.8
17010C	North Valley Lateral - Grand Teton Drive to Beltway (60" - 2.4 miles)	2003	9.8
17010G	North Valley Lateral - Beltway Crossing (60" - 0.4 miles)	2003	3.0
17010H	North Valley Lateral - Decatur 2538/2430 PS to Grand Teton Drive (60" - 2.5 miles)	2003	6.6
360B	Equity Purchase of Electric Power Generation Facilities	2003	55.3
08010V	Ozone Training and Start-up Services	2004	1.0
10010P	NPC Connection to Decatur 2538 PS	2004	0.0
10010Q	CRC River Mountains Pumping Station Expansion Power Supply	2004	1.9
16010A	River Mountains Pumping Station B (175 mgd/315 mgd total), and Clearwell Expansion C (25 MG/75 MG total)	2004	44.0
17010B	North Valley Lateral - Grand Teton 2330 Res. To Valley Drive (72" - 7.0 miles)	2004	22.4
17010D	Sloan 2160 (91 mgd/111 mgd total) and Lamb 2350 (91 mgd/111 mgd total) Pumping Station Expansion	2004	15.1
17010F	Decatur 2538/2430 PS (54 mgd-2538, 27 mgd-2430/Structure 105 mgd)	2004	31.1
17010J	East Valley Lateral and North Valley Lateral Communications Improvements	2004	0.4
17010K	Valley Drive Isolation Valve	2004	0.6
320C	Disinfection By-Products Control Strategy	2004	0.2
320D	AMSWTF Filter Media and Underdrain Improvements Study	2004	0.2
320G	Lake Mead Intake No. 1 Modifications	2004	7.4
320H	Pumping Plant 6 Rechlorination Station	2004	0.0
360A	Equity Purchase of Electric Power Generation Facilities - Silverhawk Project	2004	120.0
08210B	RMWTF Prepurchase Ozone Equipment (150 mgd/300 mgd total)	2005	6.7
13010K	East Valley Lateral Interconnections	2005	6.5
17010A	East Valley Lateral - River Mtns. Res. To Desert Inn Rd. (78" - 8.2 miles)	2005	49.8
19010A	Horizon Ridge 2375 Reservoir Expansion (10 MG/20 MG total)	2005	11.9

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340F	Transmission Pipeline Cathodic Protection System Repairs	2005	1.1
360E	Feasibility Study of Intermountain Project Unit 3	2005	0.5
370F	AMSWTF Utility Building Chiller Replacement	2005	0.0
07210C	Intake No. 2 to AMSWTF By-pass Pipeline	2006	17.7
08210A	RMWTF Expansion (150 mgd/300 mgd total)	2006	76.8
370H	Flame Detection Equipment for High Pressure Hydraulic System	2006	0.2
07210A	Raw Water Pumping System Expansion (200 mgd RMWTF + 160 mgd AMSWTF 460 mgd total)	2007	68.0
08010F	AMSWTF Process Improvements	2007	71.4
090S	Virgin and Muddy Rivers Surface Water Development	2007	8.8
15010A	River Mountains 2530 Pumping Station Expansion - Equestrian Addition (7 mgd/14 mgd total)	2007	0.9
17010L	In-Valley Isolation Valves	2007	4.4
300G	RMWTF Operators Video Display Upgrade	2007	0.2
340G	Transmission Pipelines Discharge Modifications Study	2007	0.4
370D	Fiber-Optic Network Improvements	2007	1.3
370G	AMSWTF Computer Room HVAC Replacement	2007	0.0
300B	Radio Communication System Upgrades	2008	0.6
300C	Overhead Crane Upgrades	2008	0.2
300I	AMSWTF Asbestos Removal	2008	0.0
310C	IPS-1 Pump and Motor Replacements	2008	28.7
320A	RMWTF Water Quality Laboratory and Pilot Plant	2008	42.1
320E	AMSWTF Cathodic Corrosion Protection System Repairs and Upgrades	2008	1.5
320L	AMSWTF Electrical Disconnect Switch Replacements	2008	0.2
320M	Spare Filter Backwash Control Valve	2008	0.1
320R	Water Quality Sampling and Testing Equipment	2008	1.0
340K	Reservoir Vent Modifications	2008	0.4
340M	Air Vacuum and Relief Valve Piping Adjustments	2008	0.1
360D	Energy Supplier Conversion	2008	0.1
360F	Rate of Flow Control Energy Recovery	2008	8.1
360G	Intermountain Power Project Unit 3 - Predevelopment	2008	0.6
360I	Hacienda Pumping Station Electrical Substation Upgrades	2008	1.8
360J	AMSWTF & RMWTF Solar Photovoltaic Electric	2008	0.1
370J	SNWA Office Tenant Improvements	2008	42.5
370K	AMSWTF Warehouse Storage System Improvements	2008	0.0
370P	Purchase SNWA Office Space	2008	36.5
07011B	Raw Water Pumping System - Warranty	2009	1.7
07012B	Flowserve Pump Replacement at BPS-1A & BPS2	2009	1.5
19010B	Duck Creek Isolation Valve	2009	4.2
19010C	Magic Rate-of-Flow Controls (15 MGD)	2009	5.9
300D	Roofing Replacements	2009	0.9
300J	Warm Springs Rate-of-Flow Control Station Offsite Improvements	2009	0.0
310D	Emergency Bypass Rate-of-flow Control Station Valve Replacements	2009	2.6
310E	North I-15 Treatment and Transmission Facilities Planning - Phase I	2009	0.9

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320J	Disinfection By-Products Studies	2009	0.3
320K	Surface Water Treatment Pilot Studies	2009	1.9
340H	Pumping Plant No. 7 Upgrades	2009	0.6
340I	South Valley Facilities Expansion - Phase I	2009	13.4
340L	Hemenway Rate-of-Flow Control Improvements	2009	0.5
340O	Pumping Station 6 Forebay Relining	2009	0.1
340P	Charleston Heights Lateral Repair and Valve Installation	2009	1.9
360K	High Concentrating Solar Photovoltaic Demonstration and Research	2009	2.3
360N	Solar Photovoltaic Panels at AMSWTF Filters & Flocculation Basins	2009	0.1
370C	RMWTF Fleet Maintenance & Electrical Maintenance Facility	2009	4.0
370E	AMSWTF Mechanic Maintenance Shop Addition	2009	13.0
370L	SCADA Communications Upgrades	2009	0.4
370N	AMSWTF Standby Generator Replacement	2009	0.3
070F05	Lake Mead Intake No. 2 Connection and Modifications	2010	40.4
320S	Quagga Mussel Evaluation and Control Facilities	2010	0.4
340A	Coyote Spring Valley Well and Moapa Transmission System	2010	52.6
370B	Security System Upgrades	2010	2.0
310F	IPS-2 Test Pump Procurement and Installation	2011	40.3
370O	AMSWTF Utility Building Air Handler Replacement	2011	0.3
370S	Mold Abatement at River Mountains Water Treatment Facility	2011	0.3
320N	AMS Clearwell Slide Gates	2012	0.3
070F02C1	Intake No. 3 Pumping Station	2014	21.9
070F02C2	Intake No. 3 - Connector Tunnel	2014	96.9
320F	AMSWTF Filtration System Valve Repairs	2014	0.1
340R	Transmission Pipelines Cathodic Corrosion Protections System Repairs - Phase 2	2014	7.7
360M	Renewable Energy Project Development	2015	3.4
070F01	Lake Mead Intake No. 3 Shafts and Tunnel	2017	532.3
070F06	Lake Mead Intake No. 3 Chemical Feed System	2017	2.6
320B	Remodel Former AMSWTF Laboratory Spaces	2017	0.7
320P	AMSWTF Chlorine Building I Rehabilitation	2017	0.1
340C	Hitachi Motor Retrofit	2017	9.4
341A	Pumping Station 6 Forebay Relining - Phase 2	2017	1.0
360C	Electric Power Transmission Facilities	2017	0.3
340X	Simmons Rate-of-Flow Control Station Pipeline Repairs and Hacienda ROFC Repair	2018	0.1
070F04	Discharge Pipeline	2018	38.2
13010H	Disinfection Facilities - Horizon/Parkway/Bermuda	2018	0.3
300E	Control System Improvements	2018	30.2
340T	Sloan Pumping Station Foundation Repairs (MEPS 6860	2018	0.2
360H	Pumping Station Electrical Transformer Repairs	2018	2.7
	Completed Projects	**TOTAL**	**3,260.6**

DRAFT

SECTION 7

STATISTICAL INFORMATION

Demographic Statistics ..... 7 - 181
Top Ten Employers ..... 7 - 182
Residential Real Estate ..... 7 - 183
Secured Tax Roll ..... 7 - 184
Temperature & Rainfall ..... 7 - 185
Charts: Average Rainfall and Comparison of Lake Elevations ..... 7 - 186

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Demographic Statistics

Clark County, Nevada

Five Calendar Years

Calendar Year	Clark County Population (1)	Per Capita Income (2)	Clark County Personal Income (In Million $)(2)	Median Household Income (3)
2025	2,465,431	N/A	N/A	N/A
2024	2,421,685	66,952	160,608	80,047
2023	2,371,586	64,058	150,811	75,103
2022	2,331,934	60,318	140,057	70,838
2021	2,333,092	58,410	134,148	63,735

Calendar Year	School Enrollment (4)	Total Labor Force(5)	Unemployment Rate (6)
2025	288,326	1,246,567	5.6%
2024	296,145	1,218,685	5.8%
2023	299,186	1,188,035	5.4%
2022	304,276	1,145,666	5.6%
2021	310,556	1,092,773	7.8%

Sources:

(1) Clark County Comprehensive Planning Department.

(2) U.S. Bureau of Economic Analysis as reported for the Las Vegas-Paradise MSA (which is comprised of Clark County), Not Seasonally Adjusted.

(3) U.S. Census Bureau, American Community Survey (Retrieved from FRED, Federal Reserve Bank of St. Louis)

(4) Clark County School District, Count Day Enrollment History (e.g. 2025 is for School Year 2025-2026).

(5) Bureau of Labor Statistics (Local Area Unemployment Statistics) annual averages.

(6) Bureau of Labor Statistics (annual averages).

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Top Ten Employers[1]

Clark County, Nevada

Calendar Year 2023

Employer Trade name	Employees [2]	Ranking
Nellis Air Force Base	10,000 or More	1
Clark County Offices	10,000 or More	2
Las Vegas Metro Police Dept	5,000 to 9,999	3
MGM Grand	5,000 to 9,999	4
Flamingo Las Vegas Hotel-Casino	5,000 to 9,999	5
Orleans Hotel & Casino	5,000 to 9,999	6
Mandalay Bay	5,000 to 9,999	7
Caesars Palace Las Vegas	5,000 to 9,999	8
Aquarius Casino Resort BW	5,000 to 9,999	9
Planet Hollywood Las Vegas	5,000 to 9,999	10

Total Labor Force	1,246,567

Sources:

'(1) Nevada Department of Employment, Training & Rehabilitation (DETR). The data is a 2nd release of 2025 (as of March 12, 2026). In 2018, DETR changed the data source from internally created to a third party provider (Infogroup). Infogroup collects the data at the establishment level not rolled up into a collective whole. For example in the current method, the data set lists each school and/or department separately instead of aggregating it.
Clark County Offices includes Executive and Legislative Offices Combined.

(2) Nevada law prohibits the disclosure of exact employee counts. All employee counts are shown in ranges.

(3) Total Labor Force is sourced from Bureau of Labor Statistics (Local Area Unemployment Statistics) for calender year 2025 for the Clark County.

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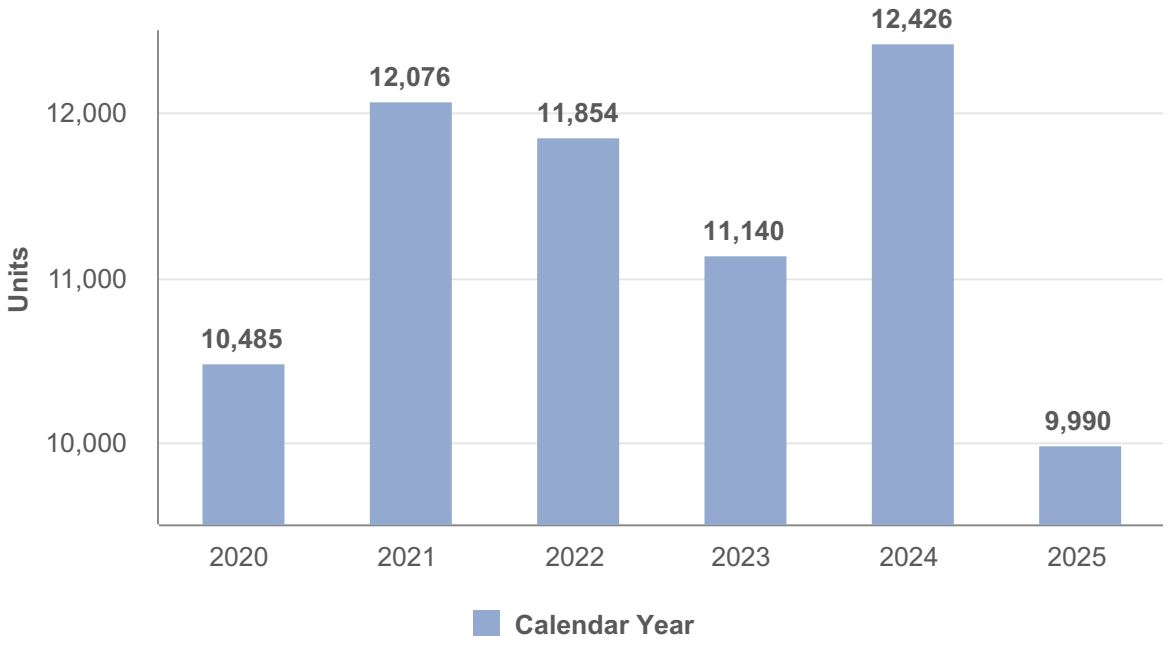
Residential Real Estate

Clark County, Nevada

New Home Sales



New Home Median Price

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Secured Tax Roll
Clark County, Nevada
2026-27

	Taxpayer	Taxable Assessed	Taxable Appraised
1.	VICI PROPERTIES INC	$ 5,632,351,631	$ 16,092,433,231
2.	THE BLACKSTONE GROUP	2,502,884,539	7,151,098,682
3.	CAESARS ENTERTAINMENT	1,395,444,434	3,986,984,097
4.	WYNN RESORTS LIMITED	1,208,274,720	3,452,213,485
5.	HOWARD HUGHES CORPORATION	1,170,060,638	3,343,030,394
6.	STATION CASINOS LIMITED LIABILITY	901,739,238	2,576,397,824
7.	GENTING GROUP	638,813,630	1,825,181,800
8.	BOYD GAMING CORPORATION	607,800,269	1,736,572,197
9.	WITKOFF	572,158,271	1,634,737,918
10.	PROLOGIS	565,679,920	1,616,228,342
		$ 15,195,207,290	$ 43,414,877,970

Source: Clark County Assessor's Report Dated April 1, 2026. 2026-2027 Secured Tax Rolls Based on Assessed Values.

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Temperature and Rainfall

Average Maximum and Minimum Daily Temperature
in Degrees Fahrenheit and Monthly Rainfall in Inches

Month	2020 Temperature Max.	2020 Temperature Min.	2020 Rainfall	2021 Temperature Max.	2021 Temperature Min.	2021 Rainfall	2022 Temperature Max.	2022 Temperature Min.	2022 Rainfall
January	60.3	41.0	0.0	58.5	40.2	0.2	59.5	39.2	0.1
February	64.3	43.5	0.3	64.3	44.6	0.0	64.1	41.8	0.0
March	67.4	50.0	1.6	67.8	47.1	0.6	73.1	50.2	0.1
April	79.6	59.0	0.4	82.6	60.0	0.0	81.4	58.8	0.0
May	92.2	69.2	0.0	90.2	67.4	0.0	89.0	66.2	0.0
June	98.5	74.7	0.0	104.2	80.5	0.0	100.7	77.7	0.0
July	106.5	83.2	0.0	105.7	84.0	0.5	104.1	82.4	0.7
August	107.3	83.9	0.0	104.1	81.9	0.0	100.7	81.5	0.6
September	98.8	73.7	0.0	97.1	75.0	0.1	97.3	75.6	0.5
October	87.6	61.6	0.0	78.1	56.9	0.1	83.3	62.3	0.0
November	69.2	48.1	0.0	74.1	52.7	0.0	61.6	42.7	0.1
December	58.7	38.4	0.0	57.9	41.2	0.3	57.8	39.7	0.1
Average Annual Temperature/ Total Rainfall	82.5	60.5	2.4	82.1	61.0	1.9	81.1	59.8	2.1

Month	2023 Temperature Max.	2023 Temperature Min.	2023 Rainfall	2024 Temperature Max.	2024 Temperature Min.	2024 Rainfall	2025 Temperature Max.	2025 Temperature Min.	2025 Rainfall
January	54.7	39.4	0.7	58.3	41.5	0.3	56.8	38.1	0.0
February	58.8	39.6	0.3	60.8	44.6	1.0	67.6	48.3	0.6
March	62.9	45.9	0.5	66.4	48.7	0.7	70.6	50.6	0.0
April	79.8	56.6	0.0	78.6	56.3	0.2	80.1	58.7	0.0
May	88.5	67.2	0.0	91.3	69.0	0.0	89.6	68.2	1.4
June	93.4	72.0	0.2	106.2	83.0	0.0	101.5	78.4	0.0
July	109.1	85.6	0.0	111.5	88.3	0.1	103.9	81.1	0.0
August	100.0	79.1	1.2	105.2	83.1	0.0	104.1	82.9	0.0
September	91.8	70.7	1.5	97.9	74.5	0.0	93.6	73.4	0.3
October	82.9	60.6	0.1	87.7	65.3	0.0	81.3	61.0	1.0
November	68.4	48.7	0.1	64.2	45.7	0.0	70.8	52.6	1.6
December	62.5	43.8	0.1	62.5	43.3	0.0	64.1	45.6	0.5
Average Annual Temperature/ Total Rainfall	79.4	59.1	4.6	82.6	61.9	2.3	82.0	61.6	5.4

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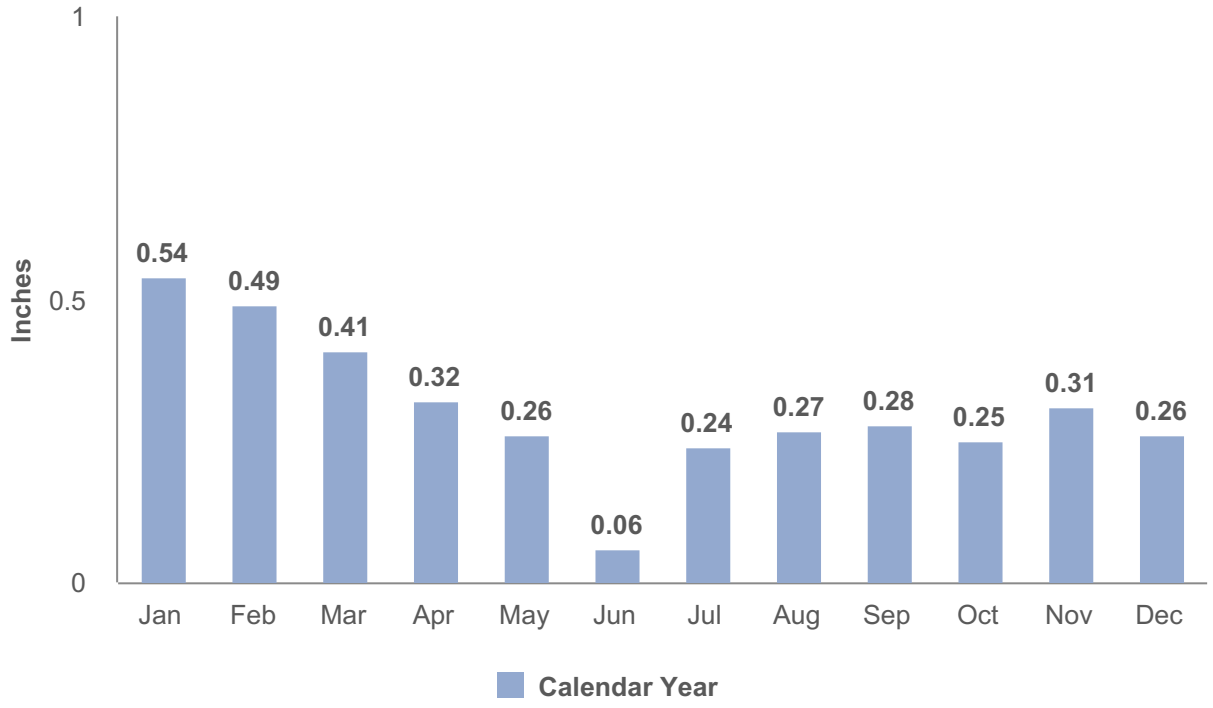
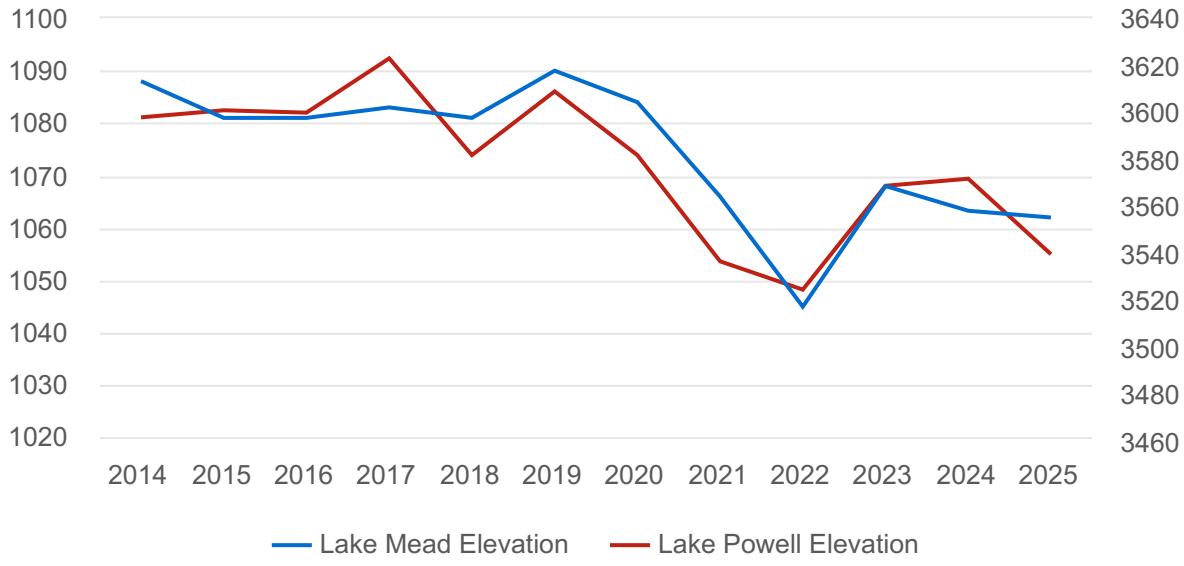
Average Rainfall Per Month
Ten Year Span (2015 to 2025)
Clark County, Nevada



SNWA influences end users to adjust their outdoor watering to reflect changes in rainfall and temperature, thereby reducing burden on the distribution system.

Historical Lake Mead and Lake Powell End of Year Elevations



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SECTION 8

DEBT MANAGEMENT POLICY

Introduction ..... 8 - 189
Debt Affordability ..... 8 - 191
Issued by the Las Vegas Valley Water District ..... 8 - 191
Issued by the Clark Count, Nevada ..... 8 - 193
Issued by the State of Nevada ..... 8 - 194
Issued by the Southern Nevada Water Authority ..... 8 - 195
Debt Capacity ..... 8 - 195
Debt Per Capita and Assessed Valuation ..... 8 - 196
Policy Statement for Sale of Debt ..... 8 - 196
Operational Costs and Revenue Sources for Projects ..... 8 - 201
Miscellaneous Items ..... 8 - 201
Chief Financial Officer ..... 8 - 204
Appendix ..... 8 - 205

SOUTHERN NEVADA WATER AUTHORITY™

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Debt Management Policy

In Accordance With
NRS 350.013

SOUTHERN NEVADA WATER AUTHORITY™

June 30, 2026

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Introduction

The Southern Nevada Water Authority (SNWA) is a regional agency established in 1991 by seven governmental entities in Clark County (each a "Member", collectively the "Members"). The SNWA was created to address regional water resource challenges, secure and develop water supplies, and construct and operate large-scale water treatment and transmission facilities. The members are the Las Vegas Valley Water District (LVVWD), the City of Boulder City, the City of Henderson, the City of Las Vegas, the City of North Las Vegas, the Big Bend Water District, and the Clark County Water Reclamation District. The SNWA was formed and continues to operate under an Amended Cooperative Agreement among the Members, originally effective as of July 25, 1991, and subsequently amended.

Following its formation, the SNWA acquired the assets and assumed the liabilities of the Southern Nevada Water System (the "SNWS") previously owned by the Colorado River Commission and separately purchased all SNWS facilities formerly owned by the federal government. The SNWA now operates and maintains the SNWS and manages the regional water delivery infrastructure that serves the Las Vegas Valley and surrounding areas.

The SNWA itself has no employees. The LVVWD provides all staffing and operational support, and the SNWA reimburses the LVVWD for the full cost of those services. As part of this arrangement, the SNWA also bears its proportionate share of the LVVWD's pension and other postemployment benefits obligations.

The SNWA has several mechanisms to finance its capital needs:

- **Bank Loan.** The SNWA can take a loan from a bank. However, bond issuance is typically preferred over loans because bonds typically provide lower interest rates, longer repayment terms, and access to larger amounts of capital.
- **SNWA Bonds.** The SNWA is authorized to issue revenue bonds but does not have the authority to pledge ad valorem (property tax) revenues. Because general obligation bonds benefit from the additional security of a property tax pledge, they are typically viewed as a stronger credit than revenue only obligations. As a result, revenue bonds generally carry higher interest costs than general obligation bonds.
- **LVVWD Bonds.** The SNWA and the LVVWD entered into the Master Bond Repayment Agreement (MBRA) on July 1, 1996, which has been amended over time. Under the MBRA, the LVVWD is authorized to issue bonds and provide the resulting proceeds to the SNWA for eligible capital needs. In exchange, the SNWA is obligated to repay all associated debt service and related costs. Because the LVVWD has the authority to issue general obligation bonds, this structure allows the SNWA to benefit from the stronger credit profile associated with a general obligation pledge.
- **County Bond Bank.** Through the Clark County Nevada Bond Bank (County Bond Bank), the County issues bonds using its stronger credit rating and lends the proceeds to local governments within its boundaries. This structure enables participating local agencies, including the LVVWD, to finance long-term infrastructure at a lower effective cost.
- **State Bond Bank.** The Nevada Municipal Bond Bank (State Bond Bank) is a State created financing program, established by the Nevada Legislature in 1981, that allows the State of Nevada to issue its own general obligation bonds and use the proceeds to purchase local government bonds, thereby enabling cities, counties, water districts, and other political subdivisions to borrow at lower interest rates than they could obtain on their own. The program works by pooling local borrowing needs

and leveraging the State's generally stronger credit rating, reducing borrowing costs for local entities and supporting public infrastructure investment across Nevada.

- **SRF Loan.** Nevada's Drinking Water State Revolving Fund (DWSRF) is a federal–state partnership administered by the Nevada Division of Environmental Protection (NDEP) that provides low-interest loans—and in some cases, principal forgiveness—to publicly and privately owned drinking water systems to finance infrastructure projects that protect public health and ensure compliance with the Safe Drinking Water Act. The program funds projects such as drinking water treatment improvements, replacement of aging pipes, development or protection of water sources, and construction or rehabilitation of storage facilities.

The table below summarizes the current credit ratings for each of the four options described above.

Issuer	S&P	Moody's Investor Service
SNWA	Not rated	Not rated
LVVWD	AA+	Aa1
Clark County Bond Bank	AAA	Aa1
Nevada Municipal Bond Bank	AA+	Aa1

The SNWA's Major Construction and Capital Plan (MCCP) outlines the phased construction plan developed to meet the growing demands for water in the Las Vegas Valley. The MCCP is reviewed semi-annually and is presented to the Board as determined appropriate by the SNWS work group. The MCCP has been partially funded with debt.

This document is not intended to review the SNWA's total financial position. Analysis of the SNWA's debt position is important, as growth in the County, as well as impacts from the ongoing drought within the Colorado River Basin, have resulted in an increased need for capital financing. Resources, as well as needs, drive the SNWA's debt issuance program. The MCCP was developed to identify clearly, and in detail, the specific facilities which are to be built, the year in which they are proposed to be completed, and an estimate of how much each will cost. As projects are completed, this plan will also document actual costs of those facilities.

Nevada Revised Statute (NRS) 350.013 outlines the legal requirements for local governments to adopt and submit a debt management policy:

"1. Except as otherwise provided in this section, on or before August 1 of each year, the governing body of a municipality which proposes to issue or has outstanding any general obligation debt, other general obligations or special obligations, or which levies or proposes to levy any special elective tax, shall submit to the Department of Taxation and the commission:

(c) A written statement of the debt management policy of the municipality, which must include, without limitation:

(1) A discussion of its ability to afford existing general obligation debt, authorized future general obligation debt and proposed future general obligation debt;

(2) A discussion of its capacity to incur authorized and proposed future general obligation debt without exceeding the applicable debt limit;

(3) A discussion of its general obligation debt that is payable from property taxes per capita as compared with such debt of other municipalities in this State;

(4) A discussion of its general obligation debt that is payable from property taxes as a percentage of assessed valuation of all taxable property within the boundaries of the municipality;

(5) Policy regarding the manner in which the municipality expects to sell its debt;

(6) A discussion of its sources of money projected to be available to pay existing general obligation debt, authorized future general obligation debt and proposed future general obligation debt; and

(7) A discussion of its operational costs and revenue sources, for the ensuing 5 fiscal years, associated with each project included in its plan for capital improvement submitted pursuant to paragraph (d), if those costs and revenues are expected to affect the property tax rate.

Debt Affordability

Response to NRS *350.013* 1(c):

"(1) A discussion of its ability to afford existing general obligation debt, authorized future general obligation debt and proposed future general obligation debt;"

and

"(6) A discussion of its sources of money projected to be available to pay existing general obligation debt, authorized future general obligation debt and proposed future general obligation debt."

Existing, Authorized and Proposed General Obligation/Revenue Supported Bond Indebtedness Issued by the Las Vegas Valley Water District ("LVVWD Bonds")

The SNWA's Bonds issued in the name of the LVVWD constitute direct and general obligations of the LVVWD, and the full faith and credit of the LVVWD is pledged to the payment of principal and interest due thereon, subject to Nevada constitutional and statutory limitations on the aggregate amount of ad valorem taxes. The LVVWD Bonds are payable from general ad-valorem taxes on all taxable property in the LVVWD service area and are additionally secured by certain SNWA pledged revenues as set forth in Section 4, Chapter 631, Statutes of Nevada 1993. The SNWA pledged revenues currently consist of connection charges, commodity charges, infrastructure charges, reliability surcharges, and sales tax proceeds, which were approved by the SNWA, the LVVWD, and the cities of Henderson and North Las Vegas.

In any year in which the total property taxes levied within the LVVWD's service area by all applicable taxing units (e.g. the State, Clark County, the Clark County School District, any city, or any special district including the LVVWD) exceed such property tax limitations, the reduction to be made by those units must be in taxes levied for purposes other than the payment of their bonded indebtedness, including interest on such indebtedness.

Nevada statutes provide that no act concerning the LVVWD Bonds, or their security may be repealed, amended, or modified in such a manner as to adversely impair the Bonds or their security until all the Bonds have been discharged in full, or provision for their payment and redemption has been fully made.

The payment of the LVVWD Bonds is not secured by an encumbrance, mortgage, or other pledge of property of the LVVWD or the SNWA, and no property shall be liable to be forfeited or taken in payment of the LVVWD Bonds; provided the payment of the Bonds is secured by the proceeds of

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general (ad valorem) taxes and the LVVWD's and the SNWA's revenues, which are pledged for the payment of the Bonds. Furthermore, section 350.606 of the Bond Act provides no recourse shall be had for the payment of the principal of, interest on, or any prior redemption premiums due in connection with municipal securities such as the LVVWD Bonds, or for any claim based thereon or otherwise upon the resolution authorizing their issuance, against any individual trustee, officer, employee or other agent of the LVVWD or the SNWA, past, present or future, either directly or indirectly by virtue of any statute or rule of law. The LVVWD Bonds will be repaid with revenues of the SNWA and/or revenues made available to the LVVWD by certain members of the SNWA.

The LVVWD has never levied an ad valorem tax because theirs, and the SNWA's revenues, have been sufficient to pay debt service on all the LVVWD's bonds and obligations secured by such revenues.

Authorized and Proposed Future LVVWD Water Bonds. The SNWA intends to issue approximately $515 million in new money bonds in fiscal year **2026-27**. In addition, the SNWA intends to refund multiple County and LVVWD bonds.

Debt Service Requirements. See the appendix for the table illustrating the debt service to maturity on the LVVWD Bonds.

Property Tax Rate Impact. Principal and interest on the LVVWD Bonds are payable from the SNWA's pledged revenues. There will be no direct impact on the ad valorem tax rate as long as pledged revenues are sufficient to pay debt service on the outstanding bonds. See the appendix for a table that illustrates the SNWA's pledged revenues and debt service coverage.

Bonded Indebtedness. The following table shows the outstanding LVVWD Bonds as of June 30, 2026.

Bond Series	Issue Date	Original Amount Issued	Outstanding Principal
2017B	Mar-17	$ 22,115,000	$ 9,010,000
2019A	Mar-19	107,975,000	88,325,000
2019B	Oct-19	90,280,000	6,315,000
2020A	Mar-20	123,860,000	80,645,000
2021A	Mar-21	144,685,000	79,445,000
2021C	Mar-21	208,145,000	142,610,000
2022A	Feb-22	292,240,000	270,545,000
2022C	Mar-22	253,820,000	219,780,000
2024A	Sep-24	286,255,000	286,255,000
2025A	Jun-25	415,000,000	394,430,000
2026A	Mar-26	335,060,000	335,060,000
Total			$ 1,912,420,000

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Existing, Authorized and Proposed General Obligation/Revenue Supported Bond Indebtedness Issued by the Clark County, Nevada Bond Bank ("County Bonds")

The County Bonds will be repaid with revenues of the SNWA and/or revenues made available to the SNWA by certain members of the SNWA. AB 201, approved by the 1997 State Legislature, provides that members of the SNWA must contract with the SNWA to make payments from the revenues of the members' water systems that, in the aggregate, are fully sufficient to pay those bonds as they become due. If the water revenues of any such member are insufficient to pay the member's share of the amount due on the bonds, the member shall pay the deficiency out of money available for that purpose in the general fund of the member. If the money in the general fund of the member is insufficient to pay fully any such deficiency promptly, the member shall levy a general ad valorem tax on all taxable property within the member's boundaries at a rate necessary to produce revenue in an amount sufficient to pay that member's share of the payments due on the bonds. The obligations of the members of the SNWA to the SNWA and the State because of the acquisition of bonds of the SNWA pursuant to AB 201 do not constitute indebtedness of the members within the meaning of any constitutional, charter, or statutory limitation or other provision restricting the ability to incur debt. Nevada statutes provide that no act concerning the County Bonds or their security may be repealed, amended, or modified in such a manner as to impair adversely the Bonds or their security until all of the Bonds have been discharged in full, or provision for their payment and redemption has been fully made.

Payment of the County Bonds is not secured by an encumbrance, mortgage, or other pledge of property of the SNWA, and no property shall be liable to be forfeited or taken in payment of the County Bonds; provided payment of the Bonds is secured by the SNWA revenues, which are pledged for payment of the Bonds. Furthermore, Section 350.606 of the Bond Act provides that no recourse shall be had for the payment of the principal of, interest on, or any prior redemption premiums due, in connection with municipal securities such as the County Bonds, or for any claim based thereon or otherwise upon the resolution authorizing their issuance, against any individual trustee, officer, employee or other agent of the SNWA, past, present or future, either directly or indirectly by virtue of any statute or rule of law.

Authorized and Proposed New County Bonds. The SNWA does not intend to issue any new money County Bonds in fiscal year 2026-27. However, the bond market is monitored for savings opportunities via refunding or restructuring existing debt issues.

Debt Service Requirements. See the appendix for the table illustrating the debt service to maturity for the existing County Bonds.

Property Tax Rate Impact. There is no impact on tax rates as principal and interest on the County Bonds is payable from the SNWA's pledged revenues only. See the appendix for the table illustrating the SNWA's pledged revenues and debt service coverage.

Bonded Indebtedness. The following table shows the outstanding County Bonds as of June 30, 2026.

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Bond Series	Issue Date	Original Amount Issued	Outstanding Principal
2016A	Mar-16	$ 263,955,000	$ 40,315,000
2016B	Aug-16	271,670,000	181,325,000
2017	Mar-17	321,640,000	227,030,000
2021	Nov-21	67,620,000	67,620,000
2022A	May-22	75,090,000	75,090,000
Total			$ 591,380,000

Existing, Authorized and Proposed General Obligation/Water Revenue Bonds Issued by the State of Nevada Bond Bank ("State Bonds")

The SNWS was originally financed by a combination of State of Nevada, CRC General Obligation Bonds and Federal Repayment Contracts entered into between the State and the United States Bureau of Reclamation (the Repayment Contracts). These debt obligations were transferred to SNWA effective January 1, 1996, according to the Transfer Act (Assembly bill No. 542, NRS Chapter 393).

The State Bonds are general obligations of the State, and the payment of principal and interest due thereon are secured by general taxes levied against all taxable property within the State, subject to limitations imposed by the constitution and statutes of the State. The full faith and credit of the State is pledged for the payment of the principal, redemption premium, if any, and interest on the State Bonds. For the purpose of paying the principal and interest on the Bonds, there shall be levied, until all the Bonds shall have been fully paid, a general tax on all property, both real and personal, subject to taxation within the boundaries of the State, including the net proceeds of mines, fully sufficient to pay and retire the State Bonds, without regard to any statutory tax limitations now or hereafter existing (other than the limitation of $3.64 on each $100 of assessed valuation in the State statutes, and after there are made due allowances for probable delinquencies).

The payment of the State Bonds is further secured by a lien on the net pledged revenues derived from the operation of the SNWA's facilities.

In any year in which the total property taxes levied within the State by all overlapping units (e.g. the State, any county, the school district, any city, or any special district) exceed such property tax limitations, the reduction to be made by those units (including the State) must be in taxes levied for purposes other than the payment of their bonded indebtedness, including interest on such indebtedness, subject to any implied police power exception.

Nevada statutes provide that the faith of the State be pledged and any law supplemental or otherwise appertaining thereto, and any act concerning the Bonds, or other municipal securities, taxes or pledged revenues, shall not be repealed, amended, or modified in such a manner as to impair adversely the Bonds or their security until all the Bonds have been discharged in full or provision for their payment and redemption has been fully made.

The payment of the State Bonds is not secured by an encumbrance, mortgage, or other pledge of property of the State, except the proceeds of general taxes, net pledged revenues, and other money

pledged for the payment of the Bonds shall be liable or forfeited for, or taken in payment of, the Bonds.

Authorized and Proposed New State Bonds. . The SNWA does not intend to issue and new State Bonds in fiscal year 2026-27. However, the bond market is monitored for savings opportunities via refunding or restructuring existing debt issues.

Debt Service Requirements. See the appendix for the table illustrating the debt service to maturity for the existing State Bonds.

Property Tax Rate Impact. Principal and interest on the State bonds are payable from the SNWA's net pledged revenues. There will be no direct impact on the State's ad valorem tax rate as long as pledged revenues are sufficient to pay debt service on the outstanding bonds. See the appendix for the table illustrating the SNWA's pledged revenues and debt service coverage.

Bonded Indebtedness. The following table shows the outstanding State Bonds as of June 30, 2026.

Bond Series	Issue Date	Original Amount Issued	Outstanding Principal
2009	Oct-09	$ 2,214,457	$ 442,891
2024 SRF	Oct-24	7,627,165	11,363,472
Total			$ 11,806,364

Existing, Authorized and Proposed Water Revenue Bonds Issued by the Southern Nevada Water Authority ("SNWA Bonds")

As of June 30, 2026, there were no SNWA Bonds outstanding.

Authorized and Proposed Future SNWA Water Bonds. The SNWA does not intend to issue any SNWA Bonds in fiscal year 2026-27.

Property Tax Rate Impact. Principal and interest on the SNWA bonds are payable from the SNWA's net pledged revenues. There will be no impact on ad valorem tax rates. See the appendix for the table illustrating the SNWA's pledged revenues and debt service coverage.

Debt Capacity

Response to NRS 350.013 1(c):

> *"(2) A discussion of its capacity to incur authorized and proposed future general obligation debt without exceeding the applicable debt limit.*

General obligation debt requires the issuer to have the legal authority to levy ad valorem (property) taxes and pledge that taxing power as security for repayment. The SNWA does not have independent taxing authority and therefore cannot issue general obligation debt.

Debt Per Capita and Assessed Valuation

Response to NRS *350.013* 1(c):

> *"(3) A discussion of its general obligation debt that is payable from property taxes per capita as compared with such debt of other municipalities in this state;*
> *(4) A discussion of its general obligation debt that is payable from property taxes as a percentage of assessed valuation of all taxable property within the boundaries of the municipality."*

The SNWA lacks authority to issue general obligation debt and thus has no outstanding general obligation debt payable from property taxes.

Policy Statement for Sale of Debt

Response to NRS *350.013* 1(c):

> *"(5) Policy regarding the manner in which the municipality expects to sell its debt*."

Purpose of Issuing Bonds

The SNWA may issue bonds for the following purposes:

1. **Capital Financing.** Bonds are issued to finance the acquisition, construction, or improvement of long-lived assets such as water systems, treatment facilities, pipelines, and other infrastructure. Financing capital projects with long-term debt allows costs to be allocated over the useful life of the assets so that those who benefit from the infrastructure share in its costs.
2. **Refunding Outstanding Debt.** Bonds may also be issued to refund existing debt. Refunding transactions may be undertaken to achieve interest cost savings, restructure debt service requirements, reduce financial or market risk, or remove restrictive or outdated bond covenants.

Method of Issuing Bonds

Bonds may be sold through either a competitive (public) sale or a negotiated sale. NRS 350.105 through 350.195 prescribe the circumstances under which a local government must use each method, and the SNWA will comply with all statutory requirements when determining the appropriate approach for any bond issuance. Consistent with best-practice recommendations of the Government Finance Officers Association, the SNWA recognizes that competitive sales should be used whenever feasible.

Both competitive and negotiated sales may involve one or more pricings, depending upon market conditions or other relevant factors. Each method can provide flexibility to adjust key transaction components such as sale dates, issue size, maturity structure, term, and other bond features. The timing of any sale will be coordinated to comply with the Nevada Open Meeting Law and to ensure transparency and adequate public notice.

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Competitive Sale

In a competitive sale, all underwriter(s) are invited to submit a proposal to purchase an issue of bonds. The bonds are awarded to the underwriter(s) presenting the best bid according to stipulated criteria set forth in the notice of sale. The best bid is determined based on the lowest overall interest rate.

Negotiated Sale

In a negotiated sale, the SNWA enters into an exclusive relationship with an underwriter or underwriting syndicate, and the bonds are awarded following successful negotiation of the terms. A negotiated sale may be used when one or more of the following criteria exist:

1. **Exceptionally large issue size** that may require specialized underwriting capacity.
2. **Complex financing structure**, such as new security features, variable rate instruments, derivatives, or certain revenue issues that provide a distinct benefit to the SNWA.
3. **Marketing challenges** arising from credit considerations or the likelihood of insufficient competitive bids.
4. **Private placement** or sale to another municipality, the state, or a federal agency.
5. **Other circumstances** in which the SNWA determines that a competitive sale would not be the most effective method of securing favorable financing.

Equal Opportunity

The SNWA is committed to equal opportunity. Minority- and women-owned business enterprises will not be disadvantaged on the basis of such status. Underwriters are encouraged to support this commitment throughout their underwriting, sales, and distribution activities.

Underwriter Selection for Negotiated Sale

1. **Pre-qualification.** When a negotiated sale is anticipated, the Chief Financial Officer (CFO) will develop a list of pre-qualified underwriters. This list will consist of firms that have submitted bids for SNWA competitive bond issues within the past five years.
2. **Request for Proposal.** The CFO will issue a Request for Proposal (RFP) to all underwriters on the pre-qualified list and will determine the RFP format. Each firm will be required to submit detailed spread quotations, including:

    - Management fee
    - Direct expenses
    - Underwriting fee
    - Takedown (sales concession)

3. **Proposal Evaluation.** Proposals will be evaluated based on responsiveness to the RFP, demonstrated experience, and overall cost.

4. **Designation of the Underwriting Syndicate.** The CFO will designate the book-running senior manager and other members of the underwriting syndicate. It is the SNWA's intent to provide equal opportunity for firms to serve as book-running senior manager. Accordingly, the CFO will rotate the senior manager role on a deal-by-deal basis when multiple issues are sold for the same project with different dates.

5. **Team Composition.** The underwriting team should include firms with a mix of institutional, retail, and regional sales strengths.

6. **Syndicate Size and Structure.** The number of underwriters included in the syndicate, as well as the appropriateness of appointing more than one senior manager, will be determined based on the size and complexity of the bond issue.

Underwriting Spread

Before work begins on any bond issue to be sold through a negotiated sale, the underwriter must provide the CFO with a detailed estimate of all components of their compensation. This information should be included in the firm's response to the RFP or, if not provided at that time, submitted immediately following the firm's designation as underwriter.

The book-running senior manager must also submit an updated estimate of the expense component of gross spread to the CFO with sufficient lead time before pricing to allow for review and approval.

Establishment of a Selling Group

When deemed appropriate by the CFO, a selling group will also be established to support the underwriting team in marketing the bond issue.

Priority of Orders

For negotiated sales, orders will be allocated according to the following priority:

1. Nevada Investors
2. Group Orders
3. Designated Orders
4. Member Orders

For underwriting syndicates consisting of three or more underwriters, a three-firm rule will apply for net designated orders:

1. The takedown on net designated orders must be allocated to benefit at least three firms within the underwriting team.
2. No firm may receive more than 50% of the takedown, and each participating firm must receive no less than 5% of the takedown.

Allocation of Bonds

1. The book-running senior manager will be responsible for ensuring that the allocation of bonds supports the SNWA's objectives of achieving the most favorable pricing for the issue and maintaining a balanced and appropriate distribution of the bonds.

2. The CFO will review and approve the final bond allocation, taking into consideration the recommendation and rationale provided by the book-running senior manager.

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Refundings

A refunding occurs when the SNWA issues bonds and uses the proceeds to redeem outstanding bonds. Key terms are defined as follows:

- **Current Refunding.** A refunding in which the escrow period is 90 days or less.
- **Gross Savings.** The difference between debt service on refunded bonds and the debt service on refunding bonds, plus any contribution from a reserve or debt service fund.
- **Present Value Savings.** The present value of gross savings, discounted at the yield of the refunding bonds to the closing date, plus accrued interest, and reduced by any contribution from a reserve or debt service fund.

Before initiating a refunding transaction, the SNWA will review an estimate of the potential savings. The SNWA may also evaluate future refunding opportunities by reviewing pro forma schedule illustrating savings under various timing scenarios.

The SNWA will generally consider refunding outstanding bonds if one or more of the following conditions are met:

1. Present value savings are estimated to be at least **3% of the par amount** of the refunding bonds at when initially presented to the Board.
2. The outstanding bonds contain **restrictive or outdated covenants** that the SNWA seeks to eliminate or modify.
3. A **restructuring of debt** is considered beneficial to the SNWA's financial position or long-term strategy.

The SNWA may pursue refundings not meeting these criteria if savings exceed issuance costs and if current savings are reasonable relative to potential future savings.

Maturity Structures

The term of any SNWA debt issuance should not exceed the useful life of the project or equipment financed. When appropriate, the SNWA will structure its debt to provide either level principal or level debt service. Deferral of principal repayment should generally be avoided unless project revenues are not expected to be sufficient to cover debt service in the early years, or if such deferral helps the SNWA to achieve an overall level debt service profile across all outstanding bonds.

Fixed and Variable Rate Debt

The SNWA may issue fixed rate debt or variable rate debt, including (but not limited to) commercial paper, variable rate demand obligations, index bonds, or extendible commercial paper.

- Fixed rate debt includes bonds that are issued generally for terms of 1 year to 30 years at a rate that does not change over the life of the bond.
- Variable rate debt includes debt that will pay an interest rate which varies, and is generally reset either daily, weekly, or monthly. This rate may be based on remarketing or on a generally accepted index, such as SIFMA. In most markets, the interest rate on variable rate debt will be lower than the

interest rate on fixed rate debt since the interest rate is based on a shorter term. But variable rate debt has more interest rate risk as the interest rate is not set for the life of the bonds. In times of market stress, short-term interest rates have suffered significant increases, albeit for short periods of time.

Since variable rate debt has more interest rate risk, the SNWA will not issue more than 25 percent of its debt in the form of variable rate debt. The CFO, in consultation with the General Counsel and the SNWA's Financial Advisors, will determine the appropriate form of variable rate debt, subject to the approval of the Board.

Bond Insurance

The SNWA may consider the purchase of bond insurance as part of the structure of a bond issue. Bond insurance may be obtained by either the SNWA or the underwriter for the entire issue or selected maturities to guarantee payment of principal and interest. While bond insurance can improve credit ratings and potentially reduce borrowing costs, any expected savings must be evaluated against the cost of the insurance premium.

Decisions regarding whether to purchase insurance directly or allow a bidder's option should consider factors such as:

- Market volatility
- Investor demand for insured bonds
- Prevailing insurance premium levels
- The SNWA’s ability to fund the premium from bond proceeds

Bond insurance may be purchased directly by the SNWA prior to the bond sale (direct purchase) or by the underwriter at its own expense (bidder's option). The SNWA will seek to qualify its bond issues for insurance through bond insurers rated AAA by Moody's Investors Service or Standard & Poor's. When the SNWA purchases insurance directly, the present value of the estimated debt service savings must be equal to or exceed the cost of the insurance premium. The insurer will typically be selected based on the projected greatest net present value insurance benefit (present value of savings minus premium).

Financing Sources

Before selecting the financing method, the SNWA will evaluate available State and County bond financing programs. The SNWA may elect to use such programs when they can issue bonds in a manner that satisfies the SNWA's needs, including the lowest cost of capital.

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Operation Costs and Revenue Sources for Projects in Capital Improvement Plan

Response to NRS *350.013* 1(c):

"(7) A discussion of its operational costs and revenue sources, for the ensuing 5 fiscal years, associated with each project included in its plan for capital improvement submitted pursuant to paragraph (d), if those costs and revenues are expected to affect the tax rate."

As illustrated in the Net Pledged Revenues table in the appendix of this document, operational costs are funded with water revenues. It is SNWA's intent to finance future operational costs with water revenues and will therefore have no effect on ad valorem taxes. New capital improvement projects will allow SNWA to expand the service area, thereby expanding the revenue base. New capital improvement projects will be funded with water revenues or bonds payable from water revenues.

Miscellaneous Items

Refundings

A refunding is generally the underwriting of a new bond issue whose proceeds are used to redeem an outstanding issue. Key definitions are described as follows:

- **Current Refunding** - The duration of the escrow is 90 days or less.
- **Gross Savings** - Difference between debt service on refunded bonds less debt service on refunding bonds less any contribution from the SNWA's reserves or debt service fund.
- **Present Value Savings** - Present value of gross savings discounted at the refunding bond arbitrage yield to the closing date plus accrued interest less any contribution from the SNWA's reserves or debt service fund.

Prior to beginning a refunding bond issue, the SNWA will review an estimate of the savings achievable from the refunding. The SNWA may also review a pro forma schedule estimating the savings assuming the refunding is done at various points in the future.

The SNWA will generally consider refunding outstanding bonds if one or more of the following conditions exist:

- For advance refundings, present value savings are estimated to be at least five percent of the par amount of the refunded or refunding bonds (whichever is greater) when initially presented to the Board and escrow efficiency is at least 60 percent.
- Escrow efficiency is defined as net present value savings divided by the sum of net present value savings and negative arbitrage in the escrow.
- For current refundings, net present value savings of at least three percent or the par amount of refunded or refunding bonds.
- The bonds to be refunded have restrictive or outdated covenants.
- Restructuring debt is deemed to be desirable.

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SNWA may pursue a refunding not meeting the above criteria if:

- Present value savings exceed the costs of issuing the bonds and the date of the option to call is three years or less.

Debt Structure

Maturity Structures. The term of the debt issues will not extend beyond the useful life of the project or equipment financed. As appropriate, debt should be structured to provide for level debt service. Deferring the repayment of principal should generally be avoided except in instances where it will take a period of time before project or other revenues of the SNWA are sufficient to pay debt service, or where the deferral of principal allows the SNWA to achieve combined level debt service on all outstanding bonds.

Bond Insurance. The purchase of bond insurance may be considered as part of the structure of a bond issue. A bond insurance policy may be purchased by either an issuer or by an underwriter for either an entire issue or specific maturities to guarantee the payment of principal and interest. While this security provides a higher credit rating, and thus a lower borrowing cost for an issuer, such cost savings must be measured against the premium required for such insurance. The decision to purchase insurance directly versus bidder's option is based on:

- Market volatility
- Current investor demand for insured bonds
- Level of insurance premiums
- Ability to purchase bond insurance from bond proceeds

Bond insurance can be purchased directly by the issuer prior to the bond sale (direct purchase) or at the underwriter's option and expense (bidder's option).

When insurance is purchased directly by the issuer, the present value of the estimated debt service savings from insurance should be greater than the insurance premium. The bond insurance company will usually be chosen based on an estimate of the greatest net present value insurance benefit (present value of debt service savings less insurance premium).

Fixed and Variable Rate Debt

Fixed rate debt or variable rate debt may be issued, including (but not limited to) Commercial Paper, Variable Rate Demand Obligations, Index Bonds, or Extendible Commercial Paper.

- Fixed rate debt includes bonds that are issued generally for terms of 1 year to 30 years at a rate that does not change over the life of the bond.
- Variable rate debt includes debt that will pay an interest rate which varies, and is generally reset either daily, weekly, or monthly. This rate may be based on remarketing or on a generally accepted index, such as LIBOR or SIFMA. In most markets, the interest rate on variable rate debt will be lower than the interest rate on fixed debt since the interest rate is based on a shorter term. But variable rate debt has more interest rate risk as the interest rate is not set for the life of the bonds. In times of market stress, short-term interest rates have suffered significant increases, albeit for short periods of time.

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Since variable rate debt has more interest rate risk, it shall not constitute more than 25 percent of the SNWA's overall debt portfolio. The CFO, in consultation with the Financial Advisors, will determine the appropriate form of variable rate debt, subject to the approval of the Board.

Financing Sources. The SNWA will evaluate available State and County bond financing programs before choosing the financing source. The SNWA will consider utilizing a State or County program if bonds can be sold by the State or County in a manner meeting the SNWA's timing needs, and if it is determined by the CFO that such program is the most cost-effective financing vehicle, and such determination is approved by the Board.

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Chief Financial Officer Information

NRS 350.013 Subsection 1(e)

A statement containing the name, title, mailing address and telephone number of the chief financial officer of the municipality.

NAME:	Paul Johnson
TITLE:	Chief Financial Officer
ADDRESS:	1001 South Valley View Boulevard Las Vegas, NV 89153
TELEPHONE:	(702) 822-8337

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Appendix

Debt Service and Pledged Revenue Tables

1. Next Five Years of Existing and Proposed Debt Service

2. Existing Debt Service Issued by the LVVWD

3. Existing Debt Service Issued by Clark County

4. Existing Debt Service Issued by the State of Nevada

5. Existing Debt Service by all Issuers

6. Proposed Debt Service

7. Existing and Proposed Debt Service

8. Net Pledged Revenues

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Next Five Years of Existing and Proposed Debt Service
As of June 30, 2026

Fiscal Year		Debt Service
2027	$	289,238,441
2028		271,637,664
2029		277,992,238
2030		279,547,992
2031		253,471,647
Total *	$	1,371,887,983

* Total may be off slightly due to rounding.

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Existing Debt Service issued by the LVVWD
As of June 30, 2026

Fiscal Year	Principal	Interest	Total
2027	$ 82,595,000	$ 89,796,875	$ 172,391,875
2028	68,775,000	85,667,125	154,442,125
2029	79,420,000	82,228,375	161,648,375
2030	83,375,000	78,275,925	161,650,925
2031	72,815,000	74,145,875	146,960,875
2032	92,830,000	70,619,500	163,449,500
2033	109,245,000	66,522,450	175,767,450
2034	114,010,000	61,761,500	175,771,500
2035	85,775,000	57,191,450	142,966,450
2036	89,765,000	53,198,850	142,963,850
2037	93,950,000	49,017,150	142,967,150
2038	122,815,000	44,637,050	167,452,050
2039	153,010,000	38,825,100	191,835,100
2040	59,265,000	31,442,150	90,707,150
2041	61,940,000	28,757,150	90,697,150
2042	64,755,000	25,949,450	90,704,450
2043	63,270,000	23,012,600	86,282,600
2044	66,305,000	19,971,600	86,276,600
2045	69,500,000	16,783,750	86,283,750
2046	47,410,000	13,441,250	60,851,250
2047	22,765,000	11,188,488	33,953,488
2048	23,775,000	10,172,450	33,947,450
2049	24,820,000	9,110,575	33,930,575
2050	25,920,000	8,001,275	33,921,275
2051	37,930,000	6,841,975	44,771,975
2052	22,280,000	5,060,213	27,340,213
2053	23,450,000	3,890,513	27,340,513
2054	24,680,000	2,659,388	27,339,388
2055	25,975,000	1,363,688	27,338,688
2056	-	-	-
Totals *	$ 1,912,420,000	$ 1,069,533,738	$ 2,981,953,738

* Total may be off slightly due to rounding.

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Existing Debt Service issued by Clark County
As of June 30, 2026

Fiscal Year	Principal	Interest	Total
2027	$ 59,510,000	$ 23,793,650	$ 83,303,650
2028	62,575,000	20,759,900	83,334,900
2029	64,320,000	17,855,775	82,175,775
2030	68,735,000	15,057,250	83,792,250
2031	60,330,000	12,139,225	72,469,225
2032	46,050,000	9,635,675	55,685,675
2033	35,870,000	7,780,575	43,650,575
2034	41,330,000	6,358,475	47,688,475
2035	38,785,000	4,878,875	43,663,875
2036	44,555,000	3,443,509	47,998,509
2037	45,910,000	2,085,572	47,995,572
2038	23,410,000	936,400	24,346,400
2039	-	-	-
2040	-	-	-
2041	-	-	-
2042	-	-	-
2043	-	-	-
2044	-	-	-
2045	-	-	-
2046	-	-	-
2047	-	-	-
2048	-	-	-
2049	-	-	-
2050	-	-	-
2051	-	-	-
2052	-	-	-
2053	-	-	-
2054	-	-	-
2055	-	-	-
2056	-	-	-
Totals *	$ 591,380,000	$ 124,724,881	$ 716,104,881

* Total may be off slightly due to rounding.

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Existing Debt Service issued by the State of Nevada
As of June 30, 2026

Fiscal Year	Principal	Interest	Total
2027	$ 126,540	$ 103,360	$ 229,900
2028	433,989	113,635	547,624
2029	746,057	109,015	855,072
2030	688,997	102,805	791,802
2031	632,000	96,532	728,532
2032	638,336	90,196	728,532
2033	644,735	83,797	728,532
2034	651,198	77,333	728,532
2035	657,727	70,805	728,532
2036	664,320	64,211	728,532
2037	670,980	57,551	728,532
2038	677,707	50,825	728,532
2039	684,501	44,031	728,532
2040	691,363	37,169	728,532
2041	698,294	30,238	728,532
2042	705,294	23,237	728,532
2043	712,365	16,167	728,532
2044	719,506	9,025	728,532
2045	362,454	1,812	364,266
2046	-	-	-
2047	-	-	-
2048	-	-	-
2049	-	-	-
2050	-	-	-
2051	-	-	-
2052	-	-	-
2053	-	-	-
2054	-	-	-
2055	-	-	-
2056	-	-	-
Totals *	$ 11,806,364	$ 1,181,743	$ 12,988,107

* Total may be off slightly due to rounding.

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Existing Debt Service by All Issuers
As of June 30, 2026

Fiscal Year	Principal	Interest	Total
2027	$ 142,231,540	$ 113,693,885	$ 255,925,425
2028	131,783,989	106,540,660	238,324,649
2029	144,486,057	100,193,165	244,679,222
2030	152,798,997	93,435,980	246,234,977
2031	133,777,000	86,381,632	220,158,632
2032	139,518,336	80,345,371	219,863,707
2033	145,759,735	74,386,822	220,146,557
2034	155,991,198	68,197,308	224,188,507
2035	125,217,727	62,141,130	187,358,857
2036	134,984,320	56,706,571	191,690,891
2037	140,530,980	51,160,273	191,691,254
2038	146,902,707	45,624,275	192,526,982
2039	153,694,501	38,869,131	192,563,632
2040	59,956,363	31,479,319	91,435,682
2041	62,638,294	28,787,388	91,425,682
2042	65,460,294	25,972,687	91,432,982
2043	63,982,365	23,028,767	87,011,132
2044	67,024,506	19,980,625	87,005,132
2045	69,862,454	16,785,562	86,648,016
2046	47,410,000	13,441,250	60,851,250
2047	22,765,000	11,188,488	33,953,488
2048	23,775,000	10,172,450	33,947,450
2049	24,820,000	9,110,575	33,930,575
2050	25,920,000	8,001,275	33,921,275
2051	37,930,000	6,841,975	44,771,975
2052	22,280,000	5,060,213	27,340,213
2053	23,450,000	3,890,513	27,340,513
2054	24,680,000	2,659,388	27,339,388
2055	25,975,000	1,363,688	27,338,688
2056	-	-	-
Total *	$ 2,515,606,364	$ 1,195,440,362	$ 3,711,046,726

* Totals may be off slightly due to rounding.

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Proposed Debt Service
As of June 30, 2026

Fiscal Year	Principal	Interest	Total
2027	$ 7,707,881	$ 25,605,135	$ 33,313,016
2028	8,093,275	25,219,741	33,313,016
2029	8,497,938	24,815,077	33,313,016
2030	8,922,835	24,390,180	33,313,016
2031	9,368,977	23,944,039	33,313,016
2032	9,837,426	23,475,590	33,313,016
2033	10,329,297	22,983,718	33,313,016
2034	10,845,762	22,467,254	33,313,016
2035	11,388,050	21,924,966	33,313,016
2036	11,957,453	21,355,563	33,313,016
2037	12,555,325	20,757,690	33,313,016
2038	13,183,091	20,129,924	33,313,016
2039	13,842,246	19,470,770	33,313,016
2040	14,534,358	18,778,657	33,313,016
2041	15,261,076	18,051,939	33,313,016
2042	16,024,130	17,288,886	33,313,016
2043	16,825,337	16,487,679	33,313,016
2044	17,666,603	15,646,412	33,313,016
2045	18,549,934	14,763,082	33,313,016
2046	19,477,430	13,835,585	33,313,016
2047	20,451,302	12,861,714	33,313,016
2048	21,473,867	11,839,149	33,313,016
2049	22,547,560	10,765,455	33,313,016
2050	23,674,938	9,638,077	33,313,016
2051	24,858,685	8,454,330	33,313,016
2052	26,101,619	7,211,396	33,313,016
2053	27,406,700	5,906,315	33,313,016
2054	28,777,035	4,535,980	33,313,016
2055	30,215,887	3,097,128	33,313,016
2056	31,726,682	1,586,334	33,313,016
Totals *	$ 512,102,701	$ 487,287,767	$ 999,390,468

* Totals may be off slightly due to rounding.

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Existing and Proposed Debt Service
As of June 30, 2026

Fiscal Year	Principal	Interest	Total
2027	$ 149,939,421	$ 139,299,020	$ 289,238,441
2028	139,877,263	131,760,401	271,637,664
2029	152,983,995	125,008,243	277,992,238
2030	161,721,832	117,826,160	279,547,992
2031	143,145,977	110,325,670	253,471,647
2032	149,355,762	103,820,961	253,176,722
2033	156,089,032	97,370,540	253,459,572
2034	166,836,960	90,664,562	257,501,522
2035	136,605,777	84,066,095	220,671,872
2036	146,941,773	78,062,134	225,003,907
2037	153,086,306	71,917,964	225,004,269
2038	160,085,798	65,754,199	225,839,997
2039	167,536,747	58,339,900	225,876,647
2040	74,490,721	50,257,976	124,748,697
2041	77,899,370	46,839,327	124,738,697
2042	81,484,424	43,261,573	124,745,997
2043	80,807,702	39,516,446	120,324,147
2044	84,691,110	35,627,038	120,318,147
2045	88,412,387	31,548,644	119,961,031
2046	66,887,430	27,276,835	94,164,266
2047	43,216,302	24,050,201	67,266,503
2048	45,248,867	22,011,599	67,260,466
2049	47,367,560	19,876,030	67,243,591
2050	49,594,938	17,639,352	67,234,291
2051	62,788,685	15,296,305	78,084,991
2052	48,381,619	12,271,609	60,653,228
2053	50,856,700	9,796,828	60,653,528
2054	53,457,035	7,195,368	60,652,403
2055	56,190,887	4,460,816	60,651,703
2056	31,726,682	1,586,334	33,313,016
Totals *	$ 3,027,709,065	$ 1,682,728,129	$ 4,710,437,194

* Totals may be off slightly due to rounding.

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Net Pledged Revenues

For the Fiscal Years Ended June 30

	Restated 2021[7]	Restated 2022[8]	2023	Restated 2024[9]	2025
Operating Revenues					
Wholesale Delivery Charge	$ 150,770,017	$ 149,758,833	$ 154,732,456	$ 165,476,445	$ 177,817,478
Regional Connection Charge	104,048,099	111,110,114	106,522,272	90,293,423	85,634,704
Regional Water Charges [1]	77,622,015	79,620,810	82,869,198	87,392,088	96,916,948
Regional Infrastructure Charges	171,062,310	180,478,489	199,087,470	213,396,859	223,136,944
Total Operating Revenues	503,502,441	520,968,246	543,211,396	556,558,815	583,506,074
Operating Expenses [2]	179,836,948	197,865,394	231,908,209	225,164,155	236,150,392
Net Operating Revenues	323,665,493	323,102,852	311,303,187	331,394,660	347,355,682
Annual Debt Service on the Superior Obligations [3]	-	-	-	-	-
Remaining Operating Revenues Available for Debt Service	323,665,493	323,102,852	311,303,187	331,394,660	347,355,682
Quarter Cent Sales Tax Revenues [4]	71,202,531	89,300,519	95,233,667	96,605,514	97,593,340
Total Net Revenues Available for Debt Service	394,868,024	412,403,371	406,536,854	426,945,292	444,949,022
Beginning Unrestricted Fund Balance [5]	778,382,776	888,219,468	936,581,669	1,063,759,952	1,278,762,897
Funds Available for Debt Service	1,173,250,800	1,300,622,839	1,343,118,523	1,490,705,244	1,723,711,919
Annual Debt Service on the Parity Obligations [6]	$ 261,661,238	$ 280,121,332	$ 289,984,485	$ 289,835,575	$ 278,822,096
Parity Obligations Debt Service Coverage	4.48	4.64	4.63	5.14	6.18

(1) Consist of Regional Commodity Charge and Regional Reliability Surcharge.
(2) Other non-cash adjustments are included. Excludes depreciation.
(3) Debt service accrued in each fiscal year is accounted for when owed to entities issuing the SNWA's Superior Obligations as required by the terms of the agreements with those entities. There are no SNWA Superior Obligations outstanding.
(4) The Master Bond Repayment Agreement was amended in November 2023 to include sales tax proceeds among the pledged revenues.
(5) SNWA also may use other legally available moneys (including available fund balance) to pay debt service on its outstanding obligations. These figures represent beginning unrestricted fund balances (comprised of unrestricted cash, unrestricted investments and sales tax revenues regardless of classification for each fiscal year). The numbers in this table are not presented using Generally Accepted Accounting Principles (GAAP). Fiscal year 2022-23 amount does not reflect application in February 2023 of approximately $22.0 million of unrestricted funds to defease the State Bond Bank Refunding Bonds, Series 2013A.
(6) Includes debt service on the LVVWD Bonds and County Bonds but does not include debt service on the subordinate debt or Commercial Paper Notes. The Commercial Paper Notes program was terminated in March 2021.
(7) Fiscal year 2021 was restated as a result of the implementation of GASB Statement No. 87, *Leases*.
(8) Fiscal year 2022 was restated as a result of the implementation of GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*.
(9) Fiscal year 2024 was restated as a result of the implementation of GASB Statement No. 101, *Compensated Absences*.

SECTION 9

FINANCIAL POLICIES

Reserve Policy ..... 9 - 216
Investment Policy ..... 9 - 218
Capitalization Policy ..... 9 - 244

SOUTHERN NEVADA WATER AUTHORITY™

Financial Policy

As operating agent for the Southern Nevada Water Authority, the Las Vegas Valley Water District (LVVWD) conducts a process to update and improve its operating policies and procedures on an ongoing basis. The attached financial policies represent a portion of the approved operating policies of LVVWD.

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SOUTHERN NEVADA WATER AUTHORITY BOARD POLICY	SUBJECT: SOUTHERN NEVADA WATER AUTHORITY RESERVE POLICY	NUMBER: 11
		ISSUE: 1
ISSUING DEPARTMENT: FINANCE	APPROVED BY: BOARD OF DIRECTORS (DATE)	PAGE: 1 OF 2

Purpose

The purpose is to establish policy for maintaining adequate reserves of cash and investments. Maintaining adequate and prudent cash reserves is an important tool in mitigating the risks of significant and unexpected decreases in sources of funds and/or increases in the uses of funds. The benefits include stable services and fees. This policy applies to all unrestricted cash and investments of the Southern Nevada Water Authority (SNWA).

Authority

The Government Finance Officers Association (GFOA) recommends local governments adopt a target amount of working capital to maintain in each of their enterprise funds. Because the purposes, customers, and other characteristics of enterprise funds can vary widely, the GFOA recommends that governments develop a target amount of reserves that best fits local conditions for each fund. The following are some of the key considerations for the SNWA's reserve policy:

1. Volatility in Sources of Funds – Some of the SNWA's sources of funds have experienced significant volatility; for example, connection charges and sales tax, in periods where the local economy suffers.

2. Customer Concentration – The SNWA receives the majority of its unrestricted funds from its member agencies. Although none have ever defaulted, such a default or a significant delay could have a substantial impact on the SNWA's operations.

3. Likelihood of Successful Rate Increases – Although the SNWA has enjoyed tremendous support from its member agencies and the community, it is possible that these conditions could change in the future, thus impacting the SNWA's ability to increase rates to meet increasing costs.

4. Asset Age and Condition – As the infrastructure ages, maintenance and replacements costs will increase. Also, there is always the possibility of unexpected failures that can be quite expensive. Such failures could result from age-related causes or natural disasters.

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5. Control Over Expenses – Although most of the SNWA's expenses are predictable, there remains the possibility of large, unexpected expenditures; for example, litigation, natural disasters, increases in energy and chemical costs.

Reserve Components

The following are the four components identified for the SNWA's reserves listed by funding priority:

1. Base Operating Reserve – Adequate reserves to fund 180 days of operating and maintenance expenses. This will help insulate the SNWA and its customers from volatility in operating revenues and expenses, as well as from other casual factors that could interrupt cash flow or impose unforeseen costs.

2. Debt Service Reserve – Adequate reserves to fund one year of the maximum annual debt service. For both credit rating considerations and prudent financial practices, the SNWA should strive to achieve this level of reserves to ensure access to lower cost capital in future years, help mitigate the impact of disruptions in the credit markets on the SNWA operations, and provide assurances to investors that the SNWA has the financial resources necessary to make its ongoing debt service payments.

3. Capital Related Reserve – Adequate reserves to fund a one year average of future capital needs. As a method to determine future capital needs, the capital improvement plan may be used. This reserve will fluctuate over time as projects change. This level of capital reserve will enable the SNWA to better react to capital needs as they may arise and to properly address the timing of infrastructure improvements relative to system needs. This reserve will also enable the SNWA to continue with uninterrupted critical capital improvements during times of difficulty within the capital markets.

4. Unforeseen Events Reserve – Adequate reserves to fund one percent of assets subject to depreciation. This is to mitigate one-time, unforeseen infrastructure or major capital equipment failures and other significant non-recurring impacts to operating revenues and expenses.

Reporting

The General Manager shall notify the Board of Directors of the status of reserves at least annually and more often as significant changes occur.

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LAS VEGAS VALLEY WATER DISTRICT BOARD POLICY	SUBJECT: LAS VEGAS VALLEY WATER DISTRICT INVESTMENT POLICY	NUMBER: 13
		ISSUE: 1
ISSUING DEPARTMENT: FINANCE/TREASURY	APPROVED BY: BOARD OF DIRECTORS November 4, 2025	PAGE: 1 OF 26

AMENDED AND RESTATED LAS VEGAS VALLEY WATER

DISTRICT INVESTMENT POLICY

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Table of Contents

I. Purpose 3
II. Scope 3
III. Objectives 3
IV. Primary Investment Philosophy 3
V. Standard of Prudence 4
VI. Governing Authority 4
VII. Responsibility 4
VIII. Ethics and Conflicts of Interest 4
IX. Limits on Receipt of Gifts, Honoraria, and Gratuities 5
X. Authorized Broker-Dealers 5
XI. Authorized Investments 6
XII. Safekeeping and Custody 9
XIII. Collateralization of Deposits 9
XIV. Recordkeeping 9
XV. Reporting 10
XVI. Measuring Performance 10
XVII. Training 10
XVIII. Audit and Internal Control 10
APPENDIX A – SUMMARY OF AUTHORIZED INVESTMENTS 11
APPENDIX B – GLOSSARY OF CASH MANAGEMENT AND INVESTMENT TERMS 12
AUTHORIZATION SIGNATURE PAGE 26

DRAFT

I. Purpose

To provide a policy for the investment of funds to ensure the preservation of principal, ensure adequate liquidity to meet cash flow needs, and earn a market rate of return compared to an appropriate benchmark(s) while conforming to all Nevada Revised Statutes (NRS) and other regulations governing the investment of public funds.

II. Scope

This policy applies to the investment activities of the Las Vegas Valley Water District (LVVWD) and for other entities which the LVVWD has fiduciary responsibility, such as the Southern Nevada Water Authority. Should bond covenants be more restrictive than this policy, bond proceeds will be invested in full compliance with those restrictions. This policy supersedes and replaces previous and existing LVVWD investment policies. The pension and other retirement-related investment activities are excluded from this policy and are governed by their own investment policies.

III. Objectives

The primary objectives of the investment activities are in order of importance:

A. **Safety of Principal:** Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital. To attain this objective, diversification of security types, sectors, issuers, and maturities is necessary in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

B. **Liquidity:** The investment portfolios shall be structured to timely meet expected cash outflow needs and associated obligations which might be reasonably anticipated. This objective shall be achieved by matching investment maturities with forecasted cash outflows and maintaining an additional liquidity buffer for unexpected liabilities.

C. **Investment Income:** The investment portfolios shall be designed to earn a market rate of investment return compared to an appropriate benchmark(s) in relation to the prevailing budgetary and economic cycles, while considering investment risk constraints and liquidity needs of the portfolio.

IV. Primary Investment Philosophy

The primary investment philosophy of the LVVWD is to match investment maturities with expected cash outflows. Securities shall generally be held to maturity, with the following exceptions:

- A security with declining credit may be sold prior to maturity to safeguard principal.
- The liquidity needs of the portfolio require that a security be sold prior to maturity.

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- A security rebalance or swap would improve the quality, yield, or target duration in the portfolio.

V. Standard of Prudence

The prudent investor rule, as codified in the Uniform Prudent Investor Act of 1994, states that governing bodies of state and local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds are trustees and therefore are fiduciaries. The Prudent Investor Standard is as follows:

> *When investing, reinvesting, purchasing, acquiring, exchanging, selling or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent investor acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.*

VI. Governing Authority

The LVVWD is governed by a Board of Directors (Board) composed of the Clark County Commissioners. The seven-member County Commission is elected from geographic districts on a partisan basis for staggered four-year terms. The jurisdiction of the Board to participate in investment activities is provided by the LAS VEGAS VALLEY WATER DISTRICT ACT, Chapter 167, Statues of Nevada 1947.

VII. Responsibility

In accordance with NRS 355.175, the Board has delegated the authority to conduct investment activities to the Chief Financial Officer (CFO). This delegation includes the authority to conduct business with banks, broker-dealers, custody agents, investment advisors, money managers, and others to carry out the investment activities. Investment advisors must be registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940. The investment advisor must provide the CFO with a copy of their form ADV Part 1 and Part 2 on an annual basis or confirm on an annual basis there have been no substantive changes.

VIII. Ethics and Conflicts of Interest

Officers, employees, and external investment advisors involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Moreover, all employees shall comply with LVVWD's Professional Code of Ethics as well as LVVWD's Conflict of Interest policies.

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IX. Limits on Receipt of Gifts, Honoraria, and Gratuities

No individual responsible for the management of the LVVWD's investment portfolio shall accept honoraria, gifts, or gratuities from any advisor, broker, dealer, banker, or other person with whom they conduct business that aggregate in value more than $100 in any fiscal year.

X. Authorized Broker-Dealers

Investment transactions shall be executed through either banks or securities broker-dealers, excluding purchases of commercial paper (CP) from a direct issuer. Broker-dealers must either be primary dealers, regional dealers, or regional dealers that clear transactions through a dealer which qualifies under Securities and Exchange Commission (SEC) Rule 15C3-1(Uniform Net Capital Rule) and must have been in operation for at least three years. Investment transactions may be executed by internal staff or by an external investment advisor.

When the internal staff manages the investments, the Treasurer shall approve and maintain a list of broker-dealers and direct issuers authorized to provide investment services. The criteria for approval are described below:

A. Primary dealers are eligible. A primary dealer is a bank or securities broker-dealer that may trade directly with the Federal Reserve System of the United States (U.S.).

B. Banks are eligible if they are chartered to do business within the U.S., including U.S. branches or agencies of foreign banks.

C. Those not considered primary dealers or chartered banks must provide:

   1. Audited financial statements annually

   2. Proof of registration with the Financial Industry Regulatory Authority (FINRA) as a broker or broker-dealer

   3. Proof that they meet the minimum capital requirements of the Uniform Net Capital Rule set forth in 17 CFR s 240.15c3-1

D. All must provide proof that they are registered to conduct business in the State of Nevada

E. All must certify that they:

   1. Are familiar with the precautions and statutes pertaining to public sector investments

   2. Understand the LVVWD's investment policy and will not participate in transactions with the LVVWD that violate this policy

F. Preference will be given to firms whose operations have offices within Nevada

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When an external investment advisor manages the investments, they are allowed to maintain their own list of authorized broker-dealers and financial institutions for investment purposes. The investment advisor shall make the list of authorized broker-dealers available to the Treasurer when requested. The Treasurer reserves the right to disallow any broker-dealers or financial institution.

XI. Authorized Investments

The LVVWD may buy, sell, or trade securities authorized by NRS 355. The following is a summary of some of those securities:

U.S. Treasury Obligations or other securities backed by the full faith and credited of the U.S.

NRS:	355.170,1(a); 355.170,1(e)
Maximum Term:	10 years
Maximum Type Allocation:	100%
Maximum Issuer Concentration:	Unlimited
Minimum Issuer Rating:	None
Other:	Bonds, bills, notes, or other debentures that are backed by the full faith and credit of the U.S.

Obligations issued by any agency or instrumentality of the U.S. Government (U.S. Government - Sponsored Enterprises or GSE)

NRS:	355.170,1(d); 355.170,1(f); 355.170,1(o)
Maximum Term:	10 years
Maximum Type Allocation:	100%
Maximum Issuer Concentration:	Unlimited
Minimum Issuer Rating:	None
Other:	Examples include Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), Federal Home Loan Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), Federal Agricultural Mortgage Corporation (FAMC), and Tennessee Valley Authority (TVA)

Money Market Mutual Funds

NRS:	355.170,1(n)
Maximum Term:	Not applicable
Maximum Type Allocation:	100%
Maximum Issuer Concentration:	Unlimited
Minimum Fund Rating:	AAA equivalent or better by a Nationally Recognized Statistical Ratings Organization (NRSRO)
Other:	Registered with the Securities and Exchange Commission. Invest only in U.S. treasuries, U.S. federal agencies, or repurchase agreements fully collateralize by U.S. treasury/federal agency securities, and maintain a constant net asset value (NAV)

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Commercial Paper

NRS:	355.170,1(m)
Maximum Term:	270 days
Maximum Type Allocation:	25%
Maximum Issuer Concentration:	5% combined with other security types
Minimum Issuer Rating:	A-1, P-1, F-1 equivalent or better by a NRSRO
Other:	Issued by a corporation organized and operating in the U.S. or by a depository institution licensed by the U.S. or any state

Negotiable Certificates of Deposit

NRS:	355.170,1(g)
Maximum Term:	5 Years
Maximum Type Allocation:	25%
Maximum Issuer Concentration:	5% combined with other security types
Minimum Issuer Rating:	A-1, P-1, F-1 equivalent or better by a NRSRO. If longer than one year, the issuing entity shall have a long-term rating of "A" category, equivalent or better, by a NRSRO. Not applicable if at or below the Federal Deposit Insurance Corporation (FDIC) limit.
Other:	Issued by commercial banks, insured credit unions, savings and loan associations, or savings banks

Non-Negotiable Certificates of Deposit (At or below the FDIC Limit)

NRS:	355.170,1(i)
Maximum Term:	5 years
Maximum Type Allocation:	25%
Maximum Issuer Concentration:	FDIC Limit
Minimum Issuer Rating:	None
Other:	Issued by commercial banks, insured credit unions, savings and loan associations, or savings banks.

Corporate Note, Bonds, and Other Unconditional Obligations

NRS:	355.171,1(a); 355.171,2(a)(b)(c)
Maximum Term:	5 years
Maximum Type Allocation:	25%
Maximum Issuer Concentration:	5% combined with other security types
Minimum Issuer Rating:	"A" category, equivalent or better by a NRSRO
Other:	Purchased from a registered broker dealer, issued by corporations organized and operating in the U.S.

Asset-Backed Securities

NRS:	355.171,1(c)
Maximum Term:	Not applicable
Maximum Type Allocation:	20%
Maximum Issuer Concentration:	5%
Minimum Issuer Rating:	AAA equivalent or better by a NRSRO

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Collateralized Mortgage Obligations (Federal Agencies or GSEs)

NRS:	355.171,1(c)
Maximum Term:	Not applicable
Maximum Type Allocation:	20%
Maximum Issuer Concentration:	40% combined with other security types
Minimum Issuer Rating:	AAA equivalent or better by a NRSRO

State and Local Government Obligations

NRS:	355.170,1(j); 355.170,1(l); 355.177
Maximum Term:	10 years
Maximum Type Allocation:	20%
Maximum Issuer Concentration:	5%
Minimum Issuer Rating:	"A" category, equivalent or better by a NRSRO, cannot invest in own securities

Bankers' Acceptances

NRS:	355.170,1(k)
Maximum Term:	180 days
Maximum Type Allocation:	20%
Maximum Issuer Concentration:	5%
Minimum Issuer Rating:	A-1, P-1, F-1 equivalent or better by a NRSRO
Other:	The kind and maturities made eligible by law for rediscount with Federal Reserve Banks and generally accepted by banks or trust companies which are members of the Federal Reserve System.

State of Nevada Local Government Investment Pool (LGIP)

NRS:	355.167,2 and 355.170,1(h)
Maximum Term:	Not applicable
Maximum Type Allocation:	100%
Maximum Issuer Concentration:	Not applicable
Minimum Issuer Rating:	Not applicable

Supranational Obligations

NRS:	355.170,1(b)
Maximum Term:	5 years
Maximum Type Allocation:	15%
Maximum Issuer Concentration:	10%
Minimum Issuer Rating:	"AA" category, equivalent or better by a NRSRO
Other:	Issued by International Bank for Reconstruction and Development, the International Finance Corporation, or the Inter-American Development Bank. Obligations shall be denominated in U.S. dollars, be senior unsecured unsubordinated debt.

Obligations issued by Foreign Financial Institutions, Corporations, and Governments

NRS:	355.170,1(c)
Maximum Term:	5 years

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Maximum Type Allocation:	10%
Maximum Issuer Concentration:	5% combined with other security types
Minimum Issuer Rating:	"AA" category, equivalent or better by a NRSRO
Other:	Denominated in U.S. Dollars, senior unsecured unsubordinated obligation, registered with the Securities and Exchange Commission in accordance with the provisions of the Securities Act, purchased from a registered broker-dealer.

Repurchase Agreements

NRS:	355.170,2
Maximum Term:	90 days
Maximum Type Allocation:	20%
Maximum Issuer Concentration:	Unlimited
Minimum Issuer Rating:	Not applicable
Collateral:	102%, by treasury and federal agency securities with a stated final maturity of 10 years or less
Mark-to-Market:	At least weekly
Other:	Executed with a bank organized and operating or licensed to operate in the U.S. under federal or state law or a securities dealer which is a registered broker-dealer designated by the Federal Reserve Bank of New York as a primary dealer in U.S. government securities, and in full compliance with all applicable capital requirements. Treasurer maintains a list of approved counterparties following a thorough review, counterparties execute a SIFMA Master Repurchase Agreement, counterparties regularly provide audited financial statements.

XII. Safekeeping and Custody

Security purchases shall be delivered against payment (delivery vs. payment) and held in a custodial safekeeping account with the trust department of a third-party bank insured by the FDIC that qualifies under NRS 355.172(4) (i.e., rated "AA-" or better" by a nationally recognized rating service) and is designated by the CFO. A custody agreement between the bank and the LVVWD is required before execution of any transactions.

XIII. Collateralization of Deposits

All LVVWD money deposited with a bank, savings and loan, savings bank or credit union including checking accounts, savings accounts, NOW accounts, non-negotiable certificates of deposit, time deposits or similar accounts provided by the financial institution more than the amount of federal insurance will be fully collateralized in accordance with the guidelines set forth in NRS 356.

XIV. Recordkeeping

For investment activities conducted internally, the CFO shall maintain records of those transactions. Those records shall include, but are not limited to, a description of the securities,

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disposition of those securities, date and amount of transactions. If an external investment advisor is used, then these records will be maintained by each and any external investment advisor and be made available upon request by the LVVWD. The transactions shall be recorded in the accounting system of the respective entity in accordance with standards established by the Governmental Accounting Standards Board and other Generally Accepted Accounting Principles.

XV. Reporting

An investment summary report shall be prepared monthly and reviewed by the CFO or their designee. Such reports will include a complete listing of securities held, income earned, weighted average maturity, aggregate yield, and comparison to appropriate benchmark(s) to determine whether competitive market returns are being achieved.

Investment activities shall be reported in the Annual Comprehensive Financial Report for their respective entity in compliance with the standards established by the Governmental Accounting Standards Board and other Generally Accepted Accounting Principles.

XVI. Measuring Performance

One or more benchmarks shall be designated against which portfolio performance shall be compared on a regular basis. The benchmark may be adjusted periodically as changes take place regarding cash flow needs and market conditions.

XVII. Training

The District strives for professionalism and accountability in the investment of its funds. To assure the highest possible professional standards, District personnel responsible for overseeing the investment activities of an external investment advisor shall complete at least four hours of continuing professional education (CPE) each fiscal year. Internal staff whose primary responsibility is to execute investment activities shall obtain eight hours of CPE per fiscal year.

XVIII. Audit and Internal Control

The transaction records, account statements, and monthly reports must be made available to the internal auditors and duly authorized external auditors within a reasonable time. In addition, internal controls will be implemented to prevent and/or detect losses of public funds arising from fraud, error, misrepresentation by third parties, or imprudent actions by employees and officers of the LVVWD as well as external investment advisors.

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APPENDIX A – SUMMARY OF AUTHORIZED INVESTMENTS

AUTHORIZED INVESTMENTS	MAXIMUM % HOLDINGS	PURCHASE RESTRICTIONS	MAXIMUM MATURITY	MINIMUM CREDIT RATING
U.S. Treasury Obligations	100%	N/A	10 years	None
Federal Agency Obligations	100%	N/A	10 years	None
Money-Market Mutual Funds	100%	Government only, must maintain constant NAV	N/A	AAA rated from a NRSRO
Commercial Paper	25%	Max issuer 5%, combined with corporates and CD	270 days	A-1 equivalent or better by a NRSRO
Negotiable CDs	25%	Max issuer 5%, combined with corporates and CP	5 Years	A-1 equivalent or better by a NRSROs. Not applicable if at or below FDIC limit.
Non-Negotiable CDs	25%	FDIC limit (currently $250,000)	5 years	N/A
Corporate Notes/Bonds	25%	Max issuer 5%, combined with CDs and CP	5 years	An equivalent or better by a NRSROs
Asset-Backed Securities	20%	Max issuer 5%	N/A	AAA by a NRSRO
Collateralized Mortgage Obligations	20%	Max issuer 40%, combined with federal agencies	N/A	AAA by a NRSRO
State and Local Government Bonds	20%	Max issuer 5%, tax exempt from federal taxes	10 years	An equivalent or better by a NRSRO
Bankers' Acceptances	20%	Max issuer 5%, generally accepted by banks or trust companies which are members of the Federal Reserve System	180 days	A-1 equivalent or better by a NRSRO
State of NV LGIP	100%	N/A	Daily	N/A
Supranational Obligations	15%	Max 10% issuer, senior unsecured unsubordinated or unconditionally guaranteed by IBRD, IFC, or IADB	5 years	AA equivalent or better by a NRSRO
Foreign Financial Institutions, Corporations, and Governments	10%	Max issuer 5%, combined with CDs and CP. Denominated in U.S. dollars. Publicly traded.	5 Years	AA equivalent or better by a NRSRO
Repurchase Agreements	20%	Counter-party restrictions, collateral to be U.S. Government or Federal Agency securities with maximum maturity of 10 years. 102% of funds borrowed and marked-to-market weekly	90 days	N/A

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APPENDIX B – GLOSSARY OF CASH MANAGEMENT AND INVESTMENT TERMS

The following is a glossary of terms which appear in the Government Investment Officer's Model Investment Policy:

144A – A Section of the Securities and Exchange Commission (SEC) which restricts trades of privately placed securities so that these investments can be traded among qualified institutional buyers.

Accretion – The increase in value of a discounted instrument as time passes and as the maturity date gets closer. The value of the instrument will accrete (grow) at the interest rate implied by the discounted issuance price, the value at maturity, and the term to maturity.

Accrued Interest - The interest that has accumulated but has not yet been paid from the most recent interest payment date or issue date to a certain date.

Agency - A debt security issued by an agency or instrumentality of the U.S. Agencies are backed by each agency or instrumentality of the U.S. with a market perception that there is an implicit government guarantee.

Amortized Cost – The original cost of the principal adjusted for the periodic reduction of any discount or premium from the purchase date until a specific date (also called "Book Value").

Amortization – The systematic reduction of the amount owed on a debt issue through periodic payments of principal. The decrease in the value of a premium instrument as time passes and as the maturity date gets closer. The value of the instrument will amortize (decrease) at the interest rate implied by the discounted issuance price, the value at maturity, and the term to maturity.

Annual Comprehensive Financial Report (ACFR) – An entity's official annual financial report. It consists of three major sections: introductory, financial, and statistical. The introductory section furnishes general information on the entity's structure, services, and environment. The financial section contains all basic financial statements and required supplementary information, as well as information on all individual funds and discretely presented component units not reported separately in the basic financial statements. The reported information is in conformity with generally accepted accounting principles (GAAP) in the U.S. The financial section may also include supplementary information not required by GAAP. The statistical section provides trend data and nonfinancial data useful in interpreting the basic financial statements and is important for evaluating economic conditions.

Asset-Backed Security – A security backed by notes or receivables against assets other than real estate. Examples are autos, credit cards, and equipment.

Ask/Offer – The price at which securities are offered.

Bankers' Acceptances – A short-term credit instrument created by a non-financial firm and guaranteed by a bank as to payment. Acceptances are traded at discounts from face value in the secondary market based on the credit quality of the guaranteeing banks.

Basis Point – A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield. As an example, the difference between a security yielding 2.00% and 2.25% is 25 basis points.

DRAFT

Benchmark – A comparative base for measuring the performance or risk tolerance of an investment portfolio. A benchmark should represent the persistent and prominent characteristics of a portfolio, considering metrics such as duration, investment type, and asset allocation.

Bid – The indicated price at which a buyer is willing to purchase a security or commodity.

Bond – A long-term debt instrument of a government or corporation promising payment of the original Investment, plus interest by a specified future date.

Book or Effective Return – The sum of all investment income plus realized gains and losses.

Book Value – The value at which a security is carried on the inventory lists or other financial records of an investor. The book value may differ significantly from the security's current value in the market.

Broker – A financial services firm that facilitates security trades on behalf of investors (see Dealer).

Bullet – A colloquial term for a bond that cannot be redeemed, or called, prior to maturity.

Callable Bond – A type of bond in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

Call Price – The price at which an issuer may redeem a bond prior to maturity. The price is usually at a slight premium to the bond's original issue price to compensate the holder for loss of income and ownership.

Call Risk – The risk to a bondholder that a bond may be redeemed prior to maturity.

Cash Sale/Purchase – A transaction which calls for delivery and payment of securities on the same day that the transaction is initiated.

Certificate of Deposit (CD) – A debt instrument issued by financial institutions that will pay interest, periodically or at maturity, and principal when it reaches maturity. Maturities range from a few weeks to several years.

Collateralization – A process by which a borrower pledges securities, property, or other deposits for the purpose of securing the repayment of a loan and/or security.

Collateralized (Guaranteed) Investment Contracts (CIC) – A fixed rate, fixed maturity contract like a bond that is typically collateralized by an insurance company. However, unlike a bond, a CIC is always carried or valued at par. CICs are primarily utilized for the investment of bond proceeds.

Commercial Paper – An unsecured short-term promissory note issued by corporations, with maturities typically ranging from 1 to 270 days, and usually transacts at a discount with no coupon payments.

Convexity – A measure of how much a fixed-income instrument's duration changes when interest rates change. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

Corporate Security – A debt obligation issued by a corporation.

Coupon or Coupon Rate – The stated interest rate on a debt security that an issuer promises to pay.

DRAFT

The origin of the term "coupon" is that bonds were historically issued in the form of bearer certificates. Physical possession of the certificate was proof of ownership. Several coupons, one for each scheduled interest payment, were printed on the certificate.

Credit Quality – The measurement of the financial strength of a bond issuer. This measure helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized rating agencies.

Credit Rating – A quantified assessment of the creditworthiness of a borrower in general terms or with respect to a particular debt or financial obligation. A credit rating can be assigned to any entity that seeks to borrow money—an individual, corporation, state or provincial authority, or sovereign government.

Credit Risk – The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

Current Yield (Current Return) – A yield calculation determined by dividing the annual interest received on a security by the current market price of that security.

CUSIP – A unique identifier for a security developed by the Committee on Uniform Security Identification Procedures (CUSIP). The identifier is a nine-digit alphanumeric character. The first six characters identify the issuer, the following two identify the issue, and the final character is a check digit. CUSIPs are correlated to an alphabetical listing of the issuer's name.

Day Count Convention – A system used to calculate the amount of accrued interest or the present value when the next coupon payment is less than a full coupon period away. Each bond market and financial instrument has its own day-count convention, which varies depending on the type of instrument, whether the interest rate is fixed or floating, and the country of issuance. Among the most common conventions are 30/360 or 365, actual/360 or 365, and actual/actual.

Dealer – A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for their own account. (see Broker).

Debenture – A bond secured only by the general credit of the issuer and not by physical assets or collateral of the company.

Delivery (Settlement) – There are typically four types of delivery or settlement of securities: cash, which is the same day as the transaction occurred; regular, which trade day plus one; corporate, which is trade day plus two; and forward, which typically occurs three to thirty days after the trade date.

Delivery Versus Payment (DVP) – A type of securities transaction in which the purchaser pays for the securities when they are delivered either to the purchaser or his/her custodian.

Derivative Security – Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Discount – The amount by which the par value of a security exceeds the price paid for the security.

DRAFT

Discount Rate – The interest rate member banks pay the Federal Reserve when the banks use securities as collateral.

Discount Securities - Noninterest-bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury Bills.

Diversification – A process of investing assets among a range of security types by sector, maturity, and quality rating.

Duration – A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates. There are three primary types of duration: Macaulay Duration, Modified Duration, and Effective Duration.

> **Macaulay Duration** was developed in 1938 by Frederic Macaulay, this form of duration measures the number of years required to recover the true cost of a bond, considering the present value of all coupon and principal payments received in the future. Thus, it is the only type of duration quoted in "years." Interest rates are assumed to be continuously compounded.
>
> **Modified Duration** expands or modifies Macaulay duration to measure the responsiveness of a bond's price to interest rate changes. It is defined as the percentage change in price for a 100-basis point change in interest rates. The formula assumes that the cash flows of the bond do not change as interest rates change (which is not the case for most callable bonds). Effective Duration (sometimes called option-adjusted duration) further refines the modified duration calculation and is particularly useful when a portfolio contains callable securities.
>
> **Effective duration** requires the use of a complex model for pricing bonds that adjusts the price of the bond to reflect changes in the value of the bond's "embedded options" (e.g., call options or a sinking fund schedule) based on the probability that the option will be exercised. Effective duration incorporates a bond's yield, coupon, final maturity, and call features into one number that indicates how price-sensitive a bond or portfolio is to changes in interest rates.

Earnings Apportionment – The distribution of investment income to investment pool participants.

Environmental, Social, and Governance (ESG) – A set of standards for a company's operations that socially conscious investors use to screen potential investments. Environmental criteria consider how a company performs as a steward of nature. Social criteria examine how it manages relationships with employees, suppliers, customers, and the communities where it operates. Governance deals with a company's leadership, executive pay, audits, internal controls, and shareholder rights.

Fair Value – The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

Federal Agricultural Mortgage Corporation (FAMC/Farmer Mac) – A stockholder-owned, federally chartered corporation with the mission of providing a secondary market for a variety of loans made to borrowers in rural America. Farmer Mac was established under federal legislation in 1988. Farmer Mac is an instrumentality of the United States and government-sponsored enterprise ("GSE") by virtue of the status conferred by its charter. s. Farmer Mac is part of the Farm Credit System but is separate from

DRAFT

the Federal Farm Credit Banks and Funding Corporation. It is based primarily in Washington, D.C, and has offices in Iowa, Idaho, and California.

Federal Deposit Insurance Corporation (FDIC) – An independent agency of the U.S. government that promotes public confidence in the U.S. financial system by insuring deposits in banks and thrift institutions for at least $250,000; by identifying, monitoring and addressing risks to the deposit insurance funds; and by limiting the effect on the economy and the financial system when a bank or thrift institution fails. An independent agency of the federal government, the FDIC was created in 1933 in response to the thousands of bank failures that occurred in the 1920s and early 1930s. Since the start of FDIC insurance on January 1, 1934, no depositor has lost a single cent of insured funds because of a bank failure. The FDIC receives no Congressional appropriations - it is funded by premiums that banks and thrift institutions pay for deposit insurance coverage and from earnings on investments in U.S. Treasury securities. The FDIC insures trillions of dollars of deposits in U.S. banks and thrifts - deposits in virtually every bank and thrift in the country.

Federal Funds (Fed Funds) – Funds placed in Federal Reserve banks by depository institutions more than current reserve requirements. These depository institutions may lend fed funds to each other overnight or on a longer basis. They may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed funds are immediately available funds.

Federal Funds Rate – Interest rate charged by one institution lending federal funds to the other.

Federal Farm Credit Bank (FFCB/Farm Credit) – The funding corporation that is responsible for issuing and marketing debt securities on behalf of the four Banks of the Farm Credit System: AgFirst FCB, Agribank FCB, FCB of Texas. And CoBank, ACB. These four Banks (located in South Carolina, Minnesota, Texas, and Colorado) are a leading provider of loans, leases and services to rural communities and U.S. agriculture. The Farm Credit System is a government-sponsored enterprise, created in 1916 and dedicated to assuring a steady source of financing to qualified borrowers. The Federal Farm Credit Banks Funding Corporation is based in Jersey City, New Jersey.

Federal Home Loan Banks (FHLB/Home Loan) – The system of 11 privately-owned, federally chartered cooperative financial institutions in the U.S. that provide reliable liquidity to member financial institutions to support housing finance and community investment. With their members, the FHLB represents the largest collective source of home mortgage and community credit in the United States. FHLB was created by Congress in 1932 by the Federal Home Loan Bank Act and is located in Reston, Virginia.

Federal Home Loan Mortgage Corporation (FHLMC/Freddie Mac) – A government-sponsored enterprise that was created by Congress in 1970 to expand the secondary market for mortgages in the U.S. Along with the Federal National Mortgage Association, buys mortgages on the secondary market, pools them, and sells them as a mortgage-backed security to investors on the open market. This secondary mortgage market increases the supply of money available for mortgage lending and increases the money available for new home purchases. Freddie Mac is headquartered in McLean, Virginia.

Federal National Mortgage Association (FNMA/Fannie Mae) – A government-sponsored enterprise that was created Congress in 1938 to provide supplemental liquidity to the mortgage market, like the FHLMC. Fannie Mae is headquartered in Washington, D.C.

DRAFT

Federal Open Market Committee (FOMC) – The primary monetary policymaking body of the Federal Reserve System, the central bank of the U.S. It meets several times per year to discuss and set monetary policy.

Federal Reserve Board (FRB) – The governing body of the Federal Reserve System (12 regional Federal banks monitoring the commercial and savings banks in their regions). The board establishes policies on such key matters as reserve requirements and other regulations, sets the discount rate, and tightens or loosens the availability of credit in the economy.

Federal Reserve System – The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., 12 regional banks and about 6,000 commercial banks that are members of the system. These member banks hold stock in the Federal Reserve Banks and earn dividends.

Financial Industry Regulatory Authority (FINRA) – A private corporation, authorized by Congress, which acts as a self-regulatory organization. FINRA is the successor to the National Association of Securities Dealers, Inc. and the member regulation, enforcement, and arbitration operations of the New York Stock Exchange. FINRA also provides BrokerCheck, which is a service to obtain information regarding brokers, brokerage firms, and investment advisors.

Fitch Ratings – A financial services firm that analyzes and provides credit ratings for debt securities and issuers of debt securities. Fitch is one of the "Big Three" credit rating agencies, along with Moody's and Standard and Poor's (S&P).

Floating Rate Securities – A bond whose interest rate is adjusted according to the interest rates of other financial instruments. These instruments provide protection against rising interest rates but pay lower yields than fixed rate notes.

Futures – A derivative financial contracts that obligate the parties to transact an asset at a predetermined future date and price. Here, the buyer must purchase, or the seller must sell the underlying asset at the set price, regardless of the current market price at the expiration date.

Generally Accepted Accounting Principles (GAAP) – A common set of accepted accounting principles, standards, and procedures that companies and their accountants must follow when they compile their financial statements. GAAP is a combination of authoritative standards (set by policy boards) and the commonly accepted ways of recording and reporting accounting information. GAAP improves the clarity of the communication of financial information.

Governmental Account Standards Board (GASB) – A non-profit entity that was organized in 1984 by the Financial Accounting Foundation (FAF) to establish standards of financial accounting and reporting for state and local governmental entities. Its standards guide the preparation of external financial reports of those entities.

Government National Mortgage Association (GNMA/Ginnie Mae) – A U.S. government-owned corporation that guarantees the timely payment of principal and interest on mortgage-backed securities issued by approved GNMA lenders. That assurance allows the mortgage lenders to obtain a better price for these offerings in the capital markets. Those improved proceeds, in turn, allow the lenders to make additional mortgage loans, and at lower costs to finance. It was created by Congress in 1968 and is headquartered in Washington D.C.

DRAFT

Government Securities – An obligation backed by the full faith and credit of the U.S. government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, and Bonds."

Government Sponsored Enterprises (GSEs) – Federally-chartered agency or instrumentality of the United States Government

IDC Ranking – IDC Financial Publishing, Inc. compiles financial data on all banks, thrifts, and credit unions reporting to the federal government, and publishes a ranking based on 24 key indicators.

Interest Rate – See "Coupon Rate."

Interest Rate Risk – The risk associated with declines or rises in interest rates, which cause an investment in a fixed-income security to increase or decrease in value. Duration is a measure of interest rate risk.

Interest Rate Swap – A forward contract in which one stream of future interest payments is exchanged for another based on a specified principal amount. Interest rate swaps usually involve the exchange of a fixed interest rate for a floating rate, or vice versa, to reduce or increase exposure to fluctuations in interest rates or to obtain a marginally lower interest rate than would have been possible without the swap.

Inter-American Development Bank (IADB) – An international financial institution that supports Latin American and Caribbean economic development, social development, and regional integration by lending to governments and government agencies, including State corporations. The IADB is headquartered in Washington, D.C. IADB is a supranational organization and was established in 1959.

International Bank for Reconstruction and Development (IBRD) – An international financial institution that offers loans to middle-income developing countries. The IBRD is the first of five member institutions that compose the World Bank Group and is headquartered in Washington, D.C. IBRD is a supranational organization and was established in 1944.

International Finance Corporation (IFC) – An international financial institution that offers investment, advisory, and asset-management services to encourage private-sector development in less developed countries. The IFC is a member of the World Bank Group and is headquartered in Washington, D.C. IFC is a supranational organization and was established in 1956.

Inverse Floater – A bond or other type of debt whose coupon rate has an inverse relationship to a benchmark rate. An inverse floater adjusts its coupon payment as the interest rate changes.

Inverted Yield Curve – A chart formation that illustrates long-term securities having lower yields than short-term securities. This configuration usually occurs during periods of (or anticipation of) high inflation coupled with low levels of confidence in the economy and a restrictive monetary policy.

Investment Company Act of 1940 – Federal legislation, which sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

Investment Policy – A concise and clear statement of the objectives and parameters formulated by an

DRAFT

investor or investment manager for a portfolio of investment securities.

Investment-Grade Obligations – Obligations that are rated BBB or higher by a rating agency.

Leverage – The use of financial leverage to control a greater amount of assets (by borrowing money) will cause the returns on the owner's cash investment to be amplified.

Liquidity – The amount of a portfolio or an asset that can be converted easily and quickly into cash.

Local Government Investment Pool (LGIP) – An investment by local governments in which their money is pooled as a method for managing local funds.

Make Whole Call – A make whole call provision is a type of call provision on a bond allowing the issuer to pay off remaining debt early. The issuer typically must make a lump sum payment to the investor derived from a formula based on the net present value (NPV) of future coupon payments that will not be paid incrementally because of the call combined with the principal payment the investor would have received at maturity.

Mark-to-Market – The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

Market Risk – The risk that the value of a security will rise or decline because of changes in market conditions.

Market Value – Current market price of a security.

Master Repurchase Agreement (MRA) – A written contract covering all future transactions between the parties to repurchase—reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller borrower. SIFMA's MRA is the industry standard agreement.

Maturity – The date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a bond and pay the face value to the bondholder. See "Weighted Average Maturity."

Maximum Issuer Concentration – Maximum allowable allocation to any one issuer.

Maximum Term – Maximum allowable maturity of an investment.

Maximum Type Allocation – Maximum allowable allocation to a specific investment type or category, such as treasuries, federal agencies, or corporate bonds.

Medium Term Notes – Debt obligations of banks, corporations, and insurance companies. They are issued at a specific rate of return for a specific period of time.

Minimum Issuer Rating – Minimum allowable rating by a NRSRO.

Monetary Policy – The way in which the money supply is managed by the Federal Reserve Board. The FRB manipulates the money supply either through open market transactions, member bank reserve

DRAFT

requirements, or through changing the Fed Funds Rate or the Discount Rate.

Money Market – Typically refers to short-term debt instruments (bills, commercial paper, discount notes, etc.).

Money Market Fund – Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repos, and federal funds).

Moody's Investors Service – A financial services firm that analyzes and provides credit ratings for debt securities and issuers of debt securities. Moody's is one of the credit rating agencies, along with Fitch and S&P.

Mortgage-Backed Security – A security that is backed by a pool of mortgages. Generally, the security is issued or guaranteed by the United States or its agencies or instrumentalities but also may be issued by financial institutions such as banks.

Municipal Bond – A debt security issued by a local government, such as county, state, city, special improvement district, to finance its capital expenditures, including the construction of highways, bridges, or schools. Municipal bonds can issue taxable or tax-exempt from federal, state, and local taxes.

Mutual Fund – A professionally managed investment fund that pools money from many investors to purchase securities. These investors may be retail or institutional in nature. Mutual funds have advantages and disadvantages compared to direct investing in individual securities.

Nationally Recognized Statistical Rating Organization (NRSRO) – A credit rating agency that issues credit ratings that the U.S. Securities and Exchange Commission (SEC) permits other financial firms to use for certain regulatory purposes. The most recognized NRSROs are Fitch, Moody's, and Standard and Poor's.

National Association of Securities Dealers (NASD) – A self-regulatory organization of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

Nominal Yield – The stated rate of interest that a bond pays its current owner, based on par value of the security. It is also known as the "coupon," "coupon rate," or "interest rate."

Offer – An indicated price at which market participants are willing to sell a security or commodity. Also referred to as the "Ask price."

Open Market Operations – Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

Option Adjusted Spread (OAS) – The yield spread added to a benchmark yield curve to discount a security's payments to match its market price, using a dynamic pricing model that accounts for embedded options. OAS is hence model-dependent.

DRAFT

Overnight Indexed Swap (OIS) – An interest rate swap where the periodic floating payment is generally based on a return calculated from a daily compound interest investment. ... The LIBOR–OIS spread is the difference between LIBOR and the OIS rates.

Par – Face value or principal value of a bond, typically $1,000 per bond.

Pass-Thorough Securities – A debt instrument that reflects an interest in a mortgage pool, consumer receivables pool and equipment lease-backed pool that serves as collateral for a bond.

Portfolio – Collection of securities held by an investor.

Positive (Normal) Yield Curve - A chart formation that illustrates short-term securities having lower yields than long-term securities.

Premium – The amount by which the price paid for a security exceeds the security's par value.

Primary Dealer – A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers and banks.

Prime Rate - A preferred interest rate charged by commercial banks to their most creditworthy customers. Many interest rates are keyed to this rate.

Principal - The face value or par value of a debt instrument. Also, it may refer to the amount of capital invested in a given security.

Private Placements – Securities that do not have to be registered with the Securities and Exchange Commission because they are offered to a limited number of sophisticated investors.

Prospectus - A legal document that must be provided to any prospective purchaser of a new securities offering registered with the SEC. This can include information on the issuer, the issuer's business, the proposed use of proceeds, the experience of the issuer's management, and certain certified financial statements.

Prudent Person/Investor Standard – An investment standard that outlines the fiduciary responsibilities of public funds investors relating to investment practices.

Range Notes – Notes which pay interest only if the underlying index upon which it is benchmarked, falls within a certain range.

Real Adjustment – When a specific metric or economic indicator is adjusted for inflation.

Regional Dealer – Non-Primary broker-dealers and banks, which transact in the fixed-income markets.

Regular Settlement – Securities settlement that calls for delivery and payment on the next business day following the trade day for government securities and the second business day following the trade date for corporate and municipal securities. Money market funds and money market instruments are settled on a same day basis.

DRAFT

Reinvestment Risk – The risk that a fixed-income investor will be unable to reinvest income proceeds from a security holding at the same rate of return currently generated by that holding.

Repurchase Agreement (Repo or RP) – An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

Reverse Repurchase Agreement (Reverse Repo) – An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

Rule 2a-7 of the Investment Company Act – Applies to all money market mutual funds and mandates such funds to maintain certain standards, including a 13- month maturity limit and a 90-day average maturity on investments, to help maintain a constant net asset value of one dollar ($1.00).

Safekeeping – The holding of assets (e.g., securities) by a financial institution.

Secondary Market – A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities and Exchange Commission (SEC) – The government agency that regulates and supervises the securities industry. The commission administers federal law, formulates and enforces rules to protect against malpractice, and seeks to ensure that companies provide the fullest possible disclosure to investors. All the national exchanges and virtually all institutions in the securities industry fall under its jurisdiction.

SEC RULE I5(C))3-1 – See Uniform Net Capital Rule.

Securities Lending – When entities transfer or "loan" their securities to broker-dealers in return for cash collateral and simultaneously agree to return the collateral in exchange for the same securities in the future. Entities then invest the cash received as collateral in allowable investments, such as commercial paper, at a rate that exceeds the "rebate" or loan rate paid to the broker-dealer for the cash collateral. These transactions are structured to result in earning an incremental income on a portion of the investment portfolio. The amount of securities loaned from the portfolio and the income generated is dependent upon market conditions.

Security Swap – Selling one asset and buying another.

Securities Industry and Financial Markets Association (SIFMA) – The leading trade association for broker-dealers, investment banks and asset managers operating in the U.S. and global capital markets. SIFMA was formed in 2006, from the merger of the Bond Market Association and the Securities Industry Association. SIFMA also provides a recommended holiday schedule for the U.S. financial markets.

Standard and Poor's (S&P) – A financial services firm that analyzes and provides credit ratings for debt securities and issuers of debt securities. S&P is one of the "Big Three" credit rating agencies, along with Fitch and Moody's.

Standard of Prudence – An investment standard outlining the fiduciary responsibilities of public funds investors relating to investment practices. Generally, the Prudent Person and Prudent Investor are

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used, with the Prudent Investor being more relevant to state and local governments.

Stated Final Maturity – The date when the final principal amount of a note, draft, or other debt instrument becomes due and is repaid to the investor.

Straight Line Amortization – A common method of calculating accretion or amortization of a discount or premium security to par or 100 from the purchase date to the maturity date. It is calculated by dividing the discount/premium amount by the number of days to maturity, without regard to a security's day count convention.

Structured Notes – Notes issued by Government Sponsored Enterprises (FHLB, FNMA, etc.) and corporations, which have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

Structured Overnight Financing Rate (SOFR) – A broad measure of the cost of borrowing cash overnight collateralized by Treasury securities. The SOFR includes all trades in the Broad General Collateral Rate plus bilateral Treasury repurchase agreement (repo) transactions cleared through the Delivery-versus-Payment (DVP) service offered by the Fixed Income Clearing Corporation (FICC), which is filtered to remove a portion of transactions considered "specials."

The SOFR is calculated as a volume-weighted median of transaction-level tri-party repo data collected from the Bank of New York Mellon as well as GCF Repo transaction data and data on bilateral Treasury repo transactions cleared through FICC's DVP service, which are obtained from DTCC Solutions LLC, an affiliate of the Depository Trust & Clearing Corporation. Each business day, the New York Fed publishes the SOFR on the New York Fed website at approximately 8:00 a.m.

Supranational – An entity formed by two or more central governments with the purpose of promoting economic development for the member countries. Supranational institutions finance their activities by issuing debt, such as supranational bonds. The three U.S. based supranational organizations are the International Bank for Reconstruction and Development, the International Finance Corporation, and the Inter-American Development Bank.

Supranational Obligation – A bond, note, or other obligation that is issued or unconditionally guaranteed by one of the following international institutions: the International Bank for Reconstruction and Development (commonly known as the World Bank), the International Finance Corporation, and the Inter-American Development Bank.

Tennessee Valley Authority (TVA) – A corporate agency of the United States that provides electricity for business customers and local power companies serving 10 million people in parts of seven southeastern states.

Total Return – The sum of all investment income plus realized and unrealized gain and losses.

Trade Reporting and Compliance Engine (TRACE) – The FINRA-developed vehicle that facilitates the mandatory reporting of over-the-counter secondary market transactions ineligible fixed income securities. All broker-dealers who are FINRA member firms have an obligation to report transactions in corporate bonds to TRACE under an SEC-approved set of rules.

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Treasury Bills – Short-term U.S. government noninterest-bearing debt securities with maturities of no longer than one year and issued in minimum denominations of $10,000. Auctions of three- and six-month bills are weekly, while auctions of one-year bills are monthly. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

Treasury Bonds – Long-term U.S. government debt securities with maturities of ten years or longer and issued in minimum denominations of $1,000. Currently, the longest outstanding maturity for such securities is 30 years.

Treasury Notes – Intermediate U.S. government debt securities with maturities of one to 10 years and issued in denominations ranging from $1,000 to $1 million or more.

Uniform Net Capital Rule – SEC Rule 15C3-1 outlining capital requirements for broker/dealers who must maintain a maximum ratio of indebtedness to liquid capital of 15 to 1. Indebtedness covers all money owed to a firm, including margin loans, and commitments to purchase securities (one reason new issues are spread among members of underwriting syndicates). Liquid capital includes cash and assets easily converted to cash.

Volatility – A degree of fluctuation in the price and valuation of securities.

Volatility Risk Rating – A rating system to clearly indicate the level of volatility and other non-credit risks associated with securities and certain bond funds. The ratings for bond funds range from those that have extremely low sensitivity to changing market conditions and offer the greatest stability of the returns to those that are highly sensitive with currently identifiable market volatility risk.

Warrant – A type of security that entitles the holder to buy the underlying stock of the issuing company at a fixed price called exercise price until the expiry date. Warrants and options are similar in that the two contractual financial instruments allow the holder special rights to buy securities.

Weighted Average Life (WAL) – The average number of years that each dollar of unpaid principal due on loan, asset-backed security, or mortgage-backed security remains outstanding. WAL delineates how many years it will take to pay half of the outstanding principal.

Weighted Average Maturity (WAM) – The average maturity of all the securities that comprise a portfolio, weighted by the individual securities.

When Issued – A transaction that is made conditionally because a security has been authorized but not yet issued. Treasury securities, stock splits, and new issues of stocks and bonds are traded on a when issued basis.

World Bank – An international financial institution that provides loans and grants to the governments of poorer countries for the purpose of pursuing capital projects. It comprises two institutions: the International Bank for Reconstruction and Development, and the International Development Association.

Yield – The current rate of return on an investment security generally expressed as a percentage of the security's current price.

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Yield-to-Call (YTC) – The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

Yield Curve – A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

Yield-to-Maturity (YTM) – The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

Yield-to-Worst (YTW) – The lowest potential yield that can be received on a bond without the issuer defaulting. The YTW is calculated by making worst-case scenario assumptions on the issue by calculating the return that would be received if the issuer uses provisions, including prepayments or calls.

Zero-Coupon Securities – Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual accretion of the principal and is payable at par upon maturity.

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AUTHORIZATION

This Investment Policy has been adopted by the undersigned, as of November 4, 2025:

Paul Johnson, Chief Financial Officer

John Entsminger, General Manager

Marilyn Kirkpatrick, President

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LAS VEGAS VALLEY WATER DISTRICT FINANCE POLICY		
SUBJECT:	CAPITALIZATION POLICY	NUMBER: 2
APPROVED BY:	CHIEF FINANCIAL OFFICER	
DATE:	January 2, 2023	PAGES: 9

I. PURPOSE

This policy establishes the standards and procedures for ensuring that accounting for capital assets and depreciation follow management's objectives and generally accepted accounting principles ("GAAP").

II. SCOPE

This policy applies to the Las Vegas Valley Water District (LVVWD), the Southern Nevada Water Authority (SNWA) and other entities for which the LVVWD has fiduciary responsibility.

III. CAPITAL ASSETS

Capital assets are defined as tangible and intangible assets used in operations that generally provide benefits well beyond a single reporting period.

Costs related to capital assets can be classified into one of two categories. The accounting treatment of the same type of cost will vary depending upon which of the two categories below that it falls under:

A. Costs to the original purchase/construction of an asset.

For costs related to the original purchase/construction of an asset - All land, improvements to land, buildings, building improvements, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, and all other tangible or intangible assets other than software (assets that lack physical substance such as easements, water rights, etc.) that are used in operations, with an initial individual cost greater than $10,000 and an estimated useful life of at least three years should be capitalized.

DRAFT

- Cost includes freight, taxes, fees, installation, labor, materials, as well as any other allowable costs necessary to place the asset into service in its intended location.
- Identifying details of any new capital asset will be gathered by Finance and added to the capital asset subledger when applicable. Examples of identifying details consist of, but are not limited to – Model, Manufacturer, General Description, Serial Number, Capital Project Number, Physical Location and Department Owner.
- Generally, the capitalization threshold is applied to individual items rather than groups of items. However, groups of assets with individual unit costs equal to or less than $10,000 have been identified as significant to our operations and are capitalized regardless of individual unit cost. These groups of assets include meters, service laterals and pipelines. Assets/asset groups deemed significant may be revised only with written approval of the Chief Financial Officer.

B. Costs to an already existing asset, such as a repair or an improvement.

For costs related to an already existing asset, such as a repair or an improvement - A decision must be made as to whether the cost can be capitalized as an improvement to the original asset or should be recorded as an operating maintenance expense.

Capital asset related costs are deemed improvements and should be capitalized only if:

1. The costs exceed the capitalization dollar threshold, and
2. At least one of the following criteria is met:
    - The useful life of the asset is significantly extended past its original estimated life, or
    - The capacity of the asset is significantly increased, or
    - The quality of the output of the asset is significantly increased, or
    - The efficiency of the asset is significantly increased

Otherwise, the cost is considered normal maintenance and repairs since it does no more than return a capital asset to its original condition and does not qualify for capitalization. Costs related to normal maintenance and repairs are expensed and not capitalized. See Attachment A for a decision-tree to assist in determining whether expenditures are capital or operating and maintenance.

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IV. COMPUTER SYSTEM SOFTWARE

Major on-premises computer software and Software-as-a-Service (SaaS) that includes a software license component that allows both the contractual right to take possession of the software at any time during the hosting period without significant penalty, and the ability to run the software on our own hardware or contract with another party unrelated to the vendor to host the software, whether purchased or internally developed, should be capitalized if the capitalizable cost exceeds $100,000 and the useful life is at least three years.

Internally developed software has three phases of development. The accounting treatment of internally developed software costs depend heavily on both the nature of the activity and what phase of the project the cost is incurred. The type of costs typically found in each phase of the project and its proper accounting treatment are listed in the phases below.

A. Preliminary Project Phase (Period before the date a commitment was made to purchase the software) – Expensed as incurred
   - Due diligence leading up to selection of software, including evaluation of alternatives and conceptual formulation

B. Application Development Phase (Period starting after the date a commitment was made to purchase the software, but before the software is deemed substantially complete and operational) – Capitalized into the cost of software and amortized over useful life
   - Initial cost of software
   - Design of chosen path
   - Software configuration and software interfaces
   - Coding
   - Installation of software to hardware
   - Testing (Including parallel processing phase)
   - Data conversion (Only to the extent it is determined to be necessary to make the software operational)

C. Post-Implementation/Operation Phase (Period after the date that the software is considered substantially complete and operational) – Depends on the situation, see below
   - Software support/maintenance agreement costs – Expense
   - Application training costs – Expense
   - Annual licensing fees – Expense
   - Data conversion – Expense (Only for data conversion that takes place after the software is determined to be operational)

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- Modifications/updates – Depends on the situation, see below
  1. Modifications made to the software post-implementation that exceed $100,000, by either internal parties such as IT, or an outside party, that do any of the following should be capitalized as an improvement to the existing software.
     a. An increase in the functionality of the computer software, that is, the computer software can perform tasks that it was previously incapable of performing.
     b. An increase in the efficiency of the computer software, that is, an increase in the level of service provided by the computer software without the ability to perform additional tasks.
     c. An extension of the original useful life of the software.
     d. If the modification/update does not result in any of the above outcomes (a., b., or c.) the modification should be considered maintenance, and the associated costs should be expensed as incurred.

NOTE: The activities within the phases of development may occur in a sequence different than described above. The recognition guidance for costs associated with the development of internally generated software should be applied based on the nature of the activity as the overriding factor, not the timing of its occurrence. For example, costs associated with application training activities that occur during the application development phase should still be expensed as incurred.

V. DONATED FACILITIES

Donated developer facilities are capitalized at the engineering estimates of acquisition value at the time the assets are donated.

VI. DISPOSAL OF CAPITAL ASSETS

Departments should notify Finance, via the Capital Asset Change Form found in Attachment B, when disposing of capital assets so that Finance can remove the disposed assets from the capital asset system and properly calculate any gain/loss on disposal.

VII. TRANSFER OF CAPITAL ASSETS

Departments should notify Finance, via the Capital Asset Change Form found in Attachment B, when an asset under their custody is being transferred to another department/location. This allows for Finance to update the location of the asset in the capital asset system.

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VIII. IMPAIRMENT OR LOSS OF CAPITAL ASSETS

An impairment of a capital asset is defined as a significant, unexpected decline in the service utility of a capital asset. A capital asset should be tested for impairment by Finance when any one of the following triggering events occurs:

- Significant decline in the market value of the asset
- Significant change in the way the asset is used or a physical change in the asset
- Adverse changes in legal factors or business climate that affect the asset
- Current expectation that the asset will be disposed of significantly before the end of its useful life
- Project cancellation for capital asset still in development/construction
- An asset is lost or stolen

NOTE: If it is determined that a significant and unexpected decline in service utility has occurred that is more than temporary, it must be measured and reported in the financial statements. Departments should notify Finance, via the Capital Asset Change Form found in Attachment B, of any potentially impaired or lost assets.

IX. CONSTRUCTION WORK-IN-PROCESS

In-process capital project costs will be recorded as Construction Work-in-Process (CWIP) until the project is deemed ready to be placed into service. Departments should notify Finance of any capital projects that reach substantial or final completion as soon as possible. Costs to be capitalized include material costs and labor, as well as any allowable ancillary costs that are necessary to place the asset into service in its intended location.

X. DEPRECIATION

Capital assets will be depreciated in the month placed into service using the straight-line method over the assets estimated useful life. Useful lives are determined by asset category. See below for a list of asset types and their useful lives. Assets with indefinite lives, such as land, will not be depreciated.

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Major Capital Asset Categories

LVVWD, and other entities for which LVVWD has fiduciary responsibility	Global #	Useful Life (Years)
Collect/Impounding Structure	10201	20-50
Land/Land Rights	10101	Indefinite
Office Furniture/Equip (Excluding Computer System Software)	10901	5-10
Office Furniture/Equip (Computer System Software)	10901	5
Organizations & Improvements	10001	20-50
Pump Station/Wells	10401	11-30
Purification Equipment	10501	15-25
Services/Meters	10801	20-30
Telemetering/Valves/Miscellaneous	10701	10-75
Transportation/Work/Equipment	11001	3-10
Transmission/Distribution/Mains	10601	75

SNWA	Global #	Useful Life (Years)
SNWA - Land Warm Springs Ranch	19513	Indefinite
SNWA - Communication Equipment	19556	12
SNWA - Distribution Reservoirs	19526	50
SNWA - Laboratory Equipment	19552	15
SNWA - Lakes, Rivers, Other Intake	19512	75
SNWA - Land/Land Rights	19506	Indefinite
SNWA - Leasehold Improvement	19500	10
SNWA - Miscellaneous Equipment	19558	15
SNWA - Office Furniture/Equip (Excluding Computer System Software)	19548	5
SNWA - Office Furniture/Equip (Computer System Software)	19548	5
SNWA - Power Operated Equipment	19554	10
SNWA - Pumps & Pumping Equipment	19518	40
SNWA - Silverhawk Power Plant	19564	30
SNWA - Stores Equipment	19560	15
SNWA - Structures & Improvement	19508	20
SNWA - Supply Mains	19514	50
SNWA - Tool Shop/Garage Equipment	19550	15
SNWA - Transmission & Distribution Mains	19528	75
SNWA - Transportation Equipment	19562	5-10
SNWA - Water Treatment Equipment	19534	15
SNWA - Ranch Fencing	19576	7
SNWA - Ranch Machinery & Equipment	19577	7
SNWA- Ranch Miscellaneous	19582	5-7
SNWA- Ranch Office/Computer Equipment	19583	5
SNWA- Ranch Pumping Equipment	19580	7
SNWA- Ranch Residential Property	19579	27
SNWA- Ranch Structures	19578	10
SNWA- Ranch Vehicles	19581	5
SNWA- Ranch Wells	19575	15

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XI. PHYSICAL INVENTORY

Departments who are in custody of major capital asset equipment or vehicles shall perform physical inventories of those assets compared to their internal listings and/or listings provided from Finance from the capital assets subledger at least once every five years. The results of these inventories are shared with Finance personnel responsible for updating the asset listing in the capital assets subledger. Those counts are reconciled to the capital asset subledger by Finance.

XII. ANNUAL REVIEW

This policy is to be reviewed annually to ensure compliance with accounting standards, evaluate efficiency of capitalization-related processes, and periodically review established capitalization thresholds.

XIII. GLOSSARY

Capital Assets: Capital assets are constructed or acquired for use in operations and not for resale. They are long term in nature.

Depreciation: The systematic and rational allocation of the historical cost of a capital asset – or if donated, the acquisition value of the capital asset at the time of donation – over its estimated useful service life.

Estimated Useful life: The estimated amount of time that an asset is expected to be useful. It is the period over which an asset's cost will be depreciated.

Historical Cost: The actual exchange value in dollars at the time the asset was acquired. It is measured by cash or cash equivalent price of obtaining the asset and any charges necessary to bring it to its intended location and to place the asset in its intended condition for use.

Straight-Line Depreciation Method: Is determined by the formula: Cost – Salvage value/Estimated useful life = Depreciation per period.

XIV. AUTHORITY

- GASB Statement No. 34, *Basic Financial Statements–and Management's Discussion and Analysis–for State and Local Governments*
- GASB Statement No. 42, *Accounting and Financial Reporting for Impairment of Capital Assets and for Insurance Recoveries*
- GASB Statement No. 51, *Accounting and Financial Reporting for Intangible Assets*
- GFOA Best Practices, *Capitalization Thresholds for Capital Assets*
- GFOA Best Practices, *Inventories of Tangible Capital Assets*

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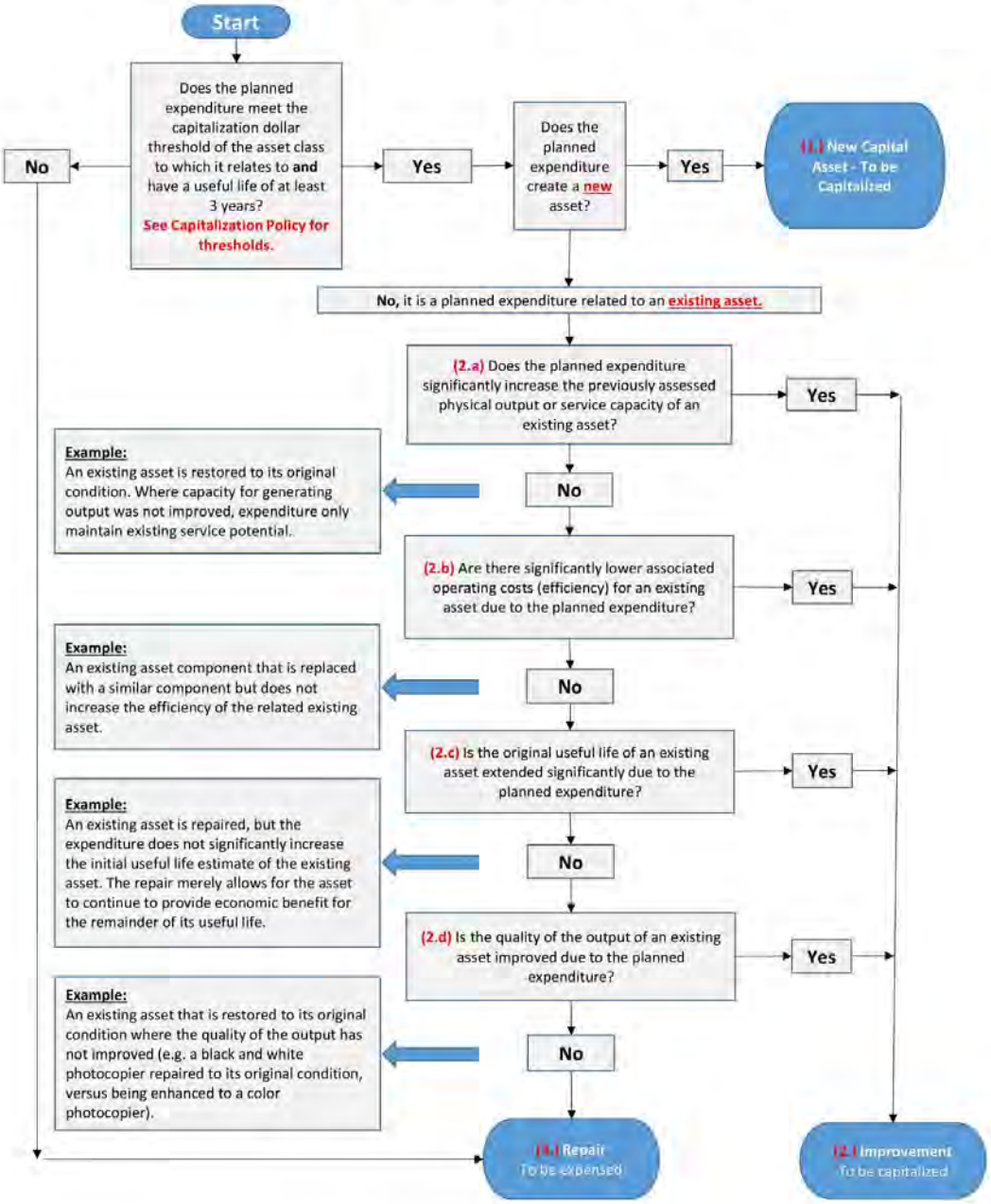
ATTACHMENT A

New Asset vs. Improvement vs. Repair Decision Tree



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ATTACHMENT B

LVVWD - SNWA - SPRINGS PRESERVE

Capital Asset Change Form

Date of Action: _____

Reason for disposal/move action:

___ Damaged Beyond Repair
___ Obsolete
___ Destroyed
___ Donated to: _____. *Please attach documentation.*
___ Lost/Stolen
___ Sold, Sale Price $_____. *Please attach sales paperwork.*
___ Transfer
___ Traded In
___ Other

Explain:

Property Detail

Asset Manufacturer	Serial #/VIN	Asset Description	Physical Location Before Action Date	New Physical Location

(Attach additional pages if necessary)

_____ _____
Person Completing this form Date

Transfer Details (If Transferring)

From Department _____ To Department _____

Approvals

_____ _____
Signature of Department Releasing the Capital Asset Date

_____ _____
Signature of Department Receiving the Capital Asset Date
(If Transferring)

Please send the completed form to Finance at AssetAccounting@lvvwd.com. Contact Finance with any questions regarding completion of this form:

SECTION 10
GLOSSARY

Glossary ..... 10 - 254

SOUTHERN NEVADA WATER AUTHORITY™

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Accrual Basis Accounting. An accounting method that measures the performance and position of a company by recognizing revenue or expense events regardless of when cash transactions occur.

Acre-Foot (AF). A water measurement equating to 325,851 gallons or 43,560 cubic feet. An acre foot will supply the annual water needs of approximately 2 single family homes in the LVVWD's service area.

Alfred Merritt Smith Water Treatment Facility (AMSWTF). Built in 1971, the Alfred Merritt Smith Water Treatment Facility currently treats most of the Las Vegas Valley's drinking water. The facility can treat up to 600 million gallons a day (MGD).

American Water Works Association (AWWA). A 50,000-member nonprofit dedicated to science, technology, education and the managing and treating of water.

Amortization. Amortization is paying off a debt with a fixed repayment schedule in incremental installments over a period of time.

Annual Comprehensive Financial Report. A set of U.S. government financial statements comprising the financial report of a state, municipal or other governmental entity that complies with the accounting requirements promulgated by the Governmental Accounting Standards Board (GASB).

Arizona Groundwater Banking Program. A program between SNWA and the Arizona Water Banking Authority (AWBA). In exchange for financial consideration, the AWBA will bank recharged water in Arizona for future use by Clark County, Nevada.

Arizona Water Banking Authority. (AWBA)

Army Corps of Engineers. (ACE)

Association for Supply Chain Management. (ASCM)

Association of Metropolitan Water Agencies (AMWA). An organization of the largest publicly owned water utilities in the USA speaking on water policy issues and programs that foster sustainable innovation.

Atmospheric Water Generator. (AWG)

Automatic Transfer Switch (ATS). An electrical switch that switches a load between two sources.

Average Speed of Answer. (ASA)

Balanced Budget. A budget where sources of funds are equal to uses of funds. The LVVWD is not required to issue a balanced budget.

Beginning Balance. Cash and cash equivalent balances at the beginning of an accounting period. For budget years this amount is an estimate. For actual years this amount is the actual amount of cash either in demand deposits or investments.

Big Bend Water District (BBWD). A general improvement district created in 1983 to supply water to Laughlin, Nevada.

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Bond. A certificate of debt issued by a government or corporation guaranteeing payment of the original investment plus interest by a specified future date.

Bond Funds. Monies raised through debt issuance that are used for the acquisition or construction of capital assets.

Budget. Proposed financial plan over a given period of time, usually one year.

Budget Calendar. The schedule of key dates or milestones the LVVWD follows in the preparation and adoption of the budget.

Budget Document. The official written document prepared by the LVVWD and approved by the LVVWD's Board of Directors.

Budgetary Control. The management or control of a governmental unit or enterprise in accordance with an approved budget to keep expenditures within limitations of available appropriations and available revenues.

Budgeted Positions. A position that has been authorized (created by action of the LVVWD Board of Directors) and may be specifically funded through the budget process.

Bureau of Labor Statistics (BLS). A unit of the United States Department of Labor, serves as a statistical resource to the United States Department of Labor, and conducts research into how much families need to earn to be able to enjoy a decent standard of living.

Bureau of Reclamation (BOR). A federal agency under the U.S. Department of the Interior, which oversees water resource management, specifically as it applies to the oversight and operation of the diversion, delivery, and storage projects that it has built throughout the western United States for irrigation, water supply, and attendant hydroelectric power generation.

Capital Contributions. For net position purposes, defined as regional connection, commodity, reliability and infrastructure surcharge revenues as well as grant receipts.

Capital Expenditure. Funds used by a company to acquire, upgrade, and maintain fixed assets during a fiscal year, generally with a value of over $10,000 and an estimated life of over three years.

Capital Improvement Plan (CIP). A multi-year plan project portfolio that identifies the time, cost and scope of capital projects and identifies options for financing.

Capital Revenue. A revenue source that is used solely to either retire debt or pay for construction of capital assets.

Captive Insurance. An alternative to self-insurance in which a parent group or groups create a licensed insurance company to provide coverage for itself.

Cathodic Protection (CP). A technique used to control the corrosion of a metal surface by making it the cathode of an electrochemical cell.

Center for Business and Economic Research. (CBER)

Citizens Advisory Committee (CAC). A group of citizens convened to seek recommendations and help guide decision-making of the organization.

City of Henderson. (COH)

City of Las Vegas. (COLV)

City of North Las Vegas. (CONLV)

Clark County School District. (CCSD)

Clark County Water Reclamation District (CCWRD). Nevada's largest wastewater agency, treating wastewater from 248,000 accounts with over 2,200 miles of pipeline and 23 pumping stations.

Client-Defined Entity. (CDEs)

Closed-Circuit Television (CCTV). Also known as video surveillance, is the use of video cameras to transmit a signal to a specific place, on a limited set of monitors.

Colorado River Commission (CRC). An agency of the of the State of Nevada created to acquire and hold in trust Nevada's right to water and power resources from Colorado River water apportioned among the seven Colorado River Basin states and Mexico.

Commercial Driver's License. (CDL)

Commercial Paper. Short-term, unsecured, discounted, and negotiable notes sold through the open market. In most cases commercial paper provides immediate cash needs at lower rates than standard debt issues.

Connection. Generic term for a retail customer. Currently a connection is estimated to increase the annual load on the water delivery system by 0.45 acre-foot per year. A customer whose annual load is estimated at more than 0.45 acre-foot per year is said to have multiple connections.

Conservation. The act of reducing demands for water in the most efficient manner. Encompassing policies, strategies and activities to manage water as a sustainable resource and protect the environment while meeting current and future demands. The LVVWD achieves the benefits of conservation through education of the end user, promoting water efficient hardware, and pricing signals.

Content Services Platform.(CSP)

Construction Expenditures. Generally, expenses made to build, supervise, or provide materials used in the construction of capital assets.

Continuity of Operations Plan. (COOP)

Consumer Price Index. (CPI)

Coyote Springs Water Resources General Improvement District (CSWRD). Created in 2006 to provide necessary water and wastewater services to the Coyote Springs community.

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Cross Departmental Team. (CDT)

Debt Issuance Proceeds. Principal amount or face value of debt issues. These proceeds are used to pay for major construction expenditures incurred by the LVVWD.

Debt Service Payments. Funds used for the repayment of annual principal and interest charges on debt the LVVWD has issued.

Deoxyribonucleic Acid (DNA). A self-replicating material which is present in nearly all living organisms as the main constituent of genetic information.

Department. A basic organizational unit of the LVVWD that is functionally unique in its delivery of services.

Depreciation. A reduction in the value of a physical asset with the passage of time.

Disbursements. Funds actually expended.

Disinfection by Products. (DBPs)

Dissolved Air Flotation (DAF). A water treatment process that clarifies wastewaters (or other waters) by the removal of suspended matter such as oil or solids.

Division. Organizational component of a department.

Drought Contingency Plan (DCP). Due to the historic drought conditions since 2000, the Department of the Interior requested State Governors along the Colorado River to submit Drought Contingency Plans (DCPs) to reduce the risks the Colorado River Basin is facing for Lake Powell and Lake Mead.

Eastern Nevada Transmission Project (ENTP). A 230 kV transmission system that would allow for the interconnection of SSEA members' electrical systems with each other and with the mead substation.

Emergency Response Plan (ERP). A plan created by the EHS&CS department to prepare for and mitigate risk.

Employee Performance Development System. (EPDS)

Ending Balance. Cash and cash equivalent balances at the ending of an accounting period. For budget years this amount is an estimate. For actual years this amount is the actual amount of cash either in demand deposits or investments.

Energy. Collective name for electricity and natural gas purchases used to treat and distribute water throughout the LVVWD's service area as well as power office buildings and other ancillary locations.

Engineering Department Management System. (EDMS)

Engineering News Record. (ENR)

Engineering Project Management. (EPM)

Engineering Project Scheduling and Management System. (EPSM)

DRAFT

Enterprise Asset Management. (EAM)

Enterprise Funds. Funds used to account for operations: 1) that are financed and operated in a manner similar to private business enterprises - where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods and services to the general public on a continuing basis be financed or recovered primarily through user charges; or 2) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

Enterprise Risk Management. (ERM)

Environmental Protection Agency (EPA). An agency of the U.S. federal government which was created for the purpose of protecting human health and the environment by writing and enforcing regulations based on laws passed by Congress.

Environmental, Health, Safety & Corporate Security (EHSCS). A department of the SNWA and LVVWD. Also abbreviated as EHS&CS.

Environmental, Health, and Safety (EHS). A division of the SNWA and LVVWD EHSCS department.

Escherichia Coli (EC). A bacterium commonly found in the intestines of humans and other animals, some strains of which can cause severe food poisoning.

Excessive Use Charge. (EUC)

Expenditure. The payment of cash on the transfer of property or services for the purpose of acquiring an asset, service or settling a loss.

Federal Bureau of Investigation. (FBI)

Fiscal Year (FY). For the Las Vegas Valley Water District, the 12-month period begins with July 1, and ends with June 30 of the designated fiscal year; e.g. FY 2026-27 ends on June 30, 2027.

Fringe Benefits. Various types of non-wage compensation provided to employees in addition to their normal wages or salaries.

Full-Time Equivalent (FTE). The number of positions that equate to a 40-hour work week for 52 weeks, or one full year. For example, two part-time positions, each working 20 hours per week, equals one FTE.

Full-Time Equivalent Employee (FTE). A person employed in the capacity of a Full-Time Equivalent.

Fund. A fiscal and accounting tool with a self-balancing set of accounts to record revenue and expenditures.

Fund Balance. Also known as beginning balance and ending balance. This represents the estimated cash balance in a specific fund at the beginning or ending of an accounting period.

Fund Equity. The excess of an entity's assets over its liabilities.

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Gallons Per Minute (GPM). Also known as 'flow rate', GPM is a measure of how many gallons of water flow out of your shower head each minute.

General Obligation Debt. Bonds where the full faith and credit of the issuer is pledged to the repayment of the bonds.

Generally Accepted Accounting Principles (GAAP). A body of accounting and financial reporting standards set by the Governmental Accounting Standards Board (GASB) for state and local governments, and by the Financial Accounting Standards Board (FASB) for private sector organizations.

Government Finance Officers Association (GFOA). A professional association of approximately 21,000 state, provincial, and local government finance officers in the United States and Canada. In 1984, the GFOA signed an agreement with the Financial Accounting Foundation that gave them a voice and appointments in the creation of the Governmental Accounting Standards Board (GASB).

Grant. A contribution by a government or other organization to support a particular function. Grants may be classified as categorical or block, depending upon the amount of discretion allowed the grantee.

Great Recession. A global economic decline which began after 2005 and lasted roughly through the end of 2010.

Groundwater Management Fees. Fees imposed on municipalities and individual well owners. The proceeds of these fees are used to implement artificial recharge to benefit well users, provide financial assistance to well owners who are required to connect to municipal water by the Nevada State Engineer, and pay for general maintenance costs of the groundwater management program.

Home Owner Association (HOA). An organization in a subdivision, planned community or condominium that makes and enforces rules for the properties within its jurisdiction.

Human Resources Information System. (HRIS)

IDEXX. Diagnostic and software production company.

Incident Command System. (ICS)

Information Governance. (IG)

Information Technology. (IT)

Information Technology Customer Support team. (ITCS)

Intake No. 3. One of the largest municipal water projects in the United States constructed to draw water from Lake Mead at levels as low as 1,000 feet, 75 feet lower than SNWA's highest intake.

Intelligent Water (iWater). A tool to provide additional features, making it easier to create pumping plans, and will incorporate PRV and pressure station data for model calibration.

Intentionally Created Surplus. A type of surplus water that has been created or credited to a water agency through actions that conserve water and increase Lake Mead storage.

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Interest Earned. Monies earned by investing idle funds in the open market.

Inter-fund Loan. An internal financing device used by the wholesale delivery operations, capital improvements plan, and Las Vegas wash sub funds wherein money is "loaned" to the sub funds by the new expansion debt service sub fund. The WDO sub fund will repay the loan as the actual market price of power falls below the model clearing price. The MCCP sub fund will repay the loan when additional bond proceeds become available. The LVW sub fund will repay the loan with future sales tax revenues. In each case the repayments will include amounts equal to the estimated amount of interest the NEDS could have earned from the loan proceeds in addition to the principal.

Interest Earned. Monies earned by investing idle funds in the open market.

Intergovernmental Revenue. Revenue received from other governments in the form of grants, entitlements, shared revenues, or payments in lieu of taxes.

International Ozone Association – Pan American Group (IOA-PAG). A nonprofit educational and scientific organization dedicated to the collection and dissemination of information on, and to promote research in, any and all aspects of ozone and related oxygen species technologies.

Investment. Securities and real estate purchased and held for the production of income in the form of interest, dividends, rentals or base payments.

Kyle Canyon Water District. (KCWD)

Labor. A budget category that includes all LVVWD employee salaries including overtime, longevity pay, and benefits. Labor can either be paid by operating funds or capital funds according to then activity/ project in which it was expended.

Laboratory Information Management System (LIMS). A laboratory information management system is a software-based laboratory and information management system with features that support a modern laboratory's operations.

Las Vegas Metropolitan Police Department. (LVMPD)

Las Vegas Review Journal. (LVRJ)

Las Vegas Valley Groundwater Management Program (LVVGMP). In 1997, the Nevada Legislature directed the Southern Nevada Water Authority (SNWA) to develop the Las Vegas Valley Groundwater Management Program to protect and manage the valley's primary groundwater supply. The program protects the local groundwater basin from over-drafting and potential sources of contamination.

Las Vegas Valley Groundwater Management Program Sub Fund. Sub fund that tracks revenues and expenses incurred from the SNWA program designed to protect and manage the Las Vegas valley's primary groundwater supply.

Las Vegas Valley Water District (LVVWD). The major largest water retailer in southern Nevada with a customer base of more than 1.5 million people. The LVVWD is the operating agent of the Southern Nevada Water Authority although the two companies are autonomous and produce financial records and statements independent of each other.

Las Vegas Wash (LVW). The primary channel through which the valley's excess water returns to Lake Mead. The water flowing through the wash comprises less than 2 percent of the water in Lake Mead and consists of urban runoff, shallow groundwater, storm water and releases from the valley's three water reclamation facilities.

Las Vegas Wash Program Fees. Fees imposed on signatories of the Las Vegas Wash Inter local Agreement that will be used for Las Vegas Wash operating expenses. The fees are net of any anticipated grant proceeds. Participants in the Inter local Agreement are the SNWA, the City of Henderson, the City of Las Vegas, Clark County, the Clark County Regional Flood Control District, and the Clark County Water Reclamation District.

Las Vegas Wash (LVW) Sub Fund. Sub fund that tracks capital and operational revenues and expenses pertaining to the Las Vegas Wash.

Leading Utilities of the World (LOUW). A global network of the world's most successful and innovative water and wastewater utilities.

Leak Repair Reimbursement Program. (LKRP)

Lease. A contract that conveys control of the right to use another entity's nonfinancial asset (the underlying asset) as specified in the contract. Lease contracts are bound by a period of time.

Light Detection and Ranging. (LiDAR)

London Interbank Offered Rate (LIBOR). An interest rate index used in financial contracts worldwide.

Long-Term Operating Plan. (LTOP)

Low Lake Level Pumping Station (L3PS). A significant component of the entire Intake No.3 Project, this portion includes the construction of a pumping station which will facilitate drawing water from lower levels of Lake Mead.

Major Construction and Capital Program (MCCP). A schedule of approved capital projects for SNWA, their estimated costs, and funding sources.

Megawatt Hour (MWh). A unit of power equal to one-million-watt hours. Energy in watt hours is the multiplication of power in watts and time in hours.

Metropolitan Water District of Southern California. (MWD)

Million-Gallon per Day (MGD). A unit of flow measurement. MGD is a standard measurement in the water utility industry.

Model Clearing Price. A power cost calculated per MWh and established to reflect the projected cost of electrical power over a ten-year period.

Moderate Resolution Imaging Spectroradiometer (MODIS). A key instrument that helps scientists determine the amount of water vapor in a column of the atmosphere and the vertical distribution of temperature and water vapor.

Modified Accrual Accounting. A basis of accounting in which expenditures are accrued when liability is incurred, but revenues are recognized only when they are measurable and available as net current assets. This method of accounting is statutorily required in Nevada.

Nellis Air Force Base's fifth Unregulated Contaminant Monitoring Rule. (UCMR 5)

Net Gallons per Capita per Day (GPCD). Measurement of water used in comparison between communities.

Net Position. Financial liabilities minus cash and cash equivalents. Net position was formerly known as fund equity until the application of GASB 65.

Nevada Department of Environmental Protection-Bureau of Safe Drinking Water. (NDEP-BSDW)

Nevada Department of Transportation. (NDOT)

Nevada Division of Environmental Protection (NDEP). State of Nevada agency whose mission is to preserve and enhance the environment of the State in order to protect public health, sustain healthy ecosystems, and contribute to a vibrant economy.

Nevada Revised Statutes (NRS). The current codified laws of the State of Nevada.

Nevada State Engineer (NSE). Leader of the Nevada Division of Water Resources and responsible for administering and enforcing Nevada Water Law.

New Expansion Debt Service (NEDS) Sub Fund. Sub fund that tracks revenues and expenses relating to debt service incurred from the expansion of the SNWA transmission and distribution system.

Northern Resources. All-inclusive term for water rights, land, and ranching operations owned by the SNWA and found in Lincoln and White Pine County, Nevada.

NvWARN. Network to support Nevada safe drinking water/wastewater facility resilience.

Occupational Health and Safety Administration (OSHA). An agency of the United States Department of Labor. OSHA's mission is to "assure safe and healthful working conditions for working men and women by setting and enforcing standards and by providing training, outreach, education and assistance".

Open Access Technology International Trade Capture System. (OATI)

Operating Budget. Authorized expenditures for on-going day-to-day services, e.g., maintenance, materials, supplies, etc.

Operating Expenses. This classification contains expenses such as professional services, rental expenses, research, and studies, etc. that are projected to be spent in the course of operations. On a GAAP prepared financial statement, these costs will appear on the Statement of Revenues, Expenses and Changes in Net Position.

Operating Revenue. For net position purposes, defined as wholesale delivery charge, net income from ranch operations, program fees collected from the operation of the Las Vegas Wash and groundwater management fees.

Other Revenues. Various sundry revenues from minor sources. Other revenues include, but are not limited to, reimbursement of Authority operating expenses for purveyors who do not use the SNWA's treatment facilities and income from the SNWA's Northern Resource holdings.

Period. The date (usually a 12 month span) that expenditures, encumbrances, etc. are recorded for reporting purposes.

Period Ending. The last date any expenditures, encumbrances, etc. are recorded for reporting purposes. Any data received after this date will be reflected in the next report. A Period Ending may be the end of a pay period, the end of the last pay period of a month, or the end of a calendar month.

Polyfluoroalkyl Substances (PFAS). A group of synthetic chemicals that have been used in many consumer products since the 1950s. PFAS are made up of carbon and fluorine atoms linked in a chain, which makes them difficult to break down in the environment.

Polymerase Chain Reaction (PCR). A method widely used in molecular biology to make many copies of a specific DNA segment.

Positions. Authorized (created by the LVVWD Board of Directors) employee slots (either currently filled or vacant) that are specifically funded through the budget process.

Potable Water. Water that has been treated and meets or exceeds standards set by the Safe Water Drinking Act.

Power. Electricity and natural gas costs that are used for the transportation and transmission of water throughout the LVVWD distribution system.

Power Purchase Agreement. (PPA)

Pressure Reducing Valve. (PRV)

Programmable Logic Controller. (PLC)

Proprietary Funds. Enterprise Funds and Pension Funds.

Public Records Requests. (PRRs)

Purveyor. A subset of the members of SNWA consisting of City of Boulder City, City of Henderson, City of Las Vegas, City of North Las Vegas, and the Las Vegas Valley Water District. These members purchase potable water from SNWA and remit a form of capital revenue.

Rate-of-Flow Control Systems (ROFCS). Flow control in a hydraulic system is to regulate speed. The device control the speed of an actuator by regulating the flow rate.

Recharge. Lake water injected directly into the aquifer by wells to store it for future use.

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Regional. Pertaining to the area of Clark County, Nevada (the jurisdiction of SNWA).

Regional Commodity Charge. Charge placed each thousand gallons of potable water sold. This charge is collected by SNWA's purveyor members (City of Henderson, City of North Las Vegas, and Las Vegas Valley Water District only) and remitted monthly to SNWA.

Regional Connection Charge. Charge placed on new connections to the system. Mainly based on service size, although adjustments to certain customer classes are made. This charge is collected by SNWA's purveyor members (City of Henderson, City of North Las Vegas and Las Vegas Valley Water District only) and remitted monthly to SNWA.

Regional Infrastructure Surcharge. Surcharge placed on all retail water bills. Revenue collected by the purveyors on this charge is forwarded to SNWA monthly. The charge is based on the size of meter or meters that service a customer. Different rates apply for residential, nonresidential, and nonresidential fire services. Residential fire services are not assessed this charge.

Reliability Centered Maintenance.(RCM)

Reliability Surcharge. Surcharge placed on retail water bills. Currently the charge is 0.25% of total retail bill for residential customers, and 2.5% of total retail bill for non-residential services. This charge is collected by SNWA's purveyor members (City of Henderson, City of North Las Vegas, and Las Vegas Valley Water District only) and remitted monthly to SNWA.

Remote Operated Vehicle (ROV). Unoccupied, highly maneuverable underwater robots, typically operated by at, or above, the water surface.

Remote Terminal Unit, Programmable Logic Controller (RTU/PLC). A microprocessor-controlled electronic device that interfaces objects in the physical world to a distributed control system or SCADA.

Request for Proposal. (RFP)

Research and Development (R&D). Work directed toward the innovation, introduction, and improvement of products and processes.

Restricted Revenues. For net position purposes, defined as operating capital and expenses, payroll, recharge purchases and power costs. However, it excludes these costs if they are present in the MCCP sub-fund or if they are associated with capital costs for the Las Vegas Wash.

Revenues. Funds received from various sources and treated as income to LVVWD to finance expenditures.

Revenue Bonds. Bonds where pledges are made to dedicate specific revenue sources to repay the bonds.

Risk Management. An organized attempt to protect organization's assets against accidental loss in the most economical method.

River Mountains Treatment Plant (RMTP). Facility treats up to 300 million gallons of water per day. The facility provides additional reliability and capacity to Southern Nevada's municipal water treatment and distribution capabilities. It began delivering treated water in October 2002.

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Rural System Operator. (RSO)

Safe Drinking Water Act (SDWA). Act is the principal federal law in the United States intended to ensure safe drinking water for the public. Pursuant to the act, the Environmental Protection Agency (EPA) is required to set standards for drinking water quality and oversee all states, localities, and water suppliers who implement these standards.

Safety Stand Down Day (SSDD). An educational safety event.

Salaries and Benefits. A budget category that includes all LVVWD employee salaries including overtime, longevity pay, and benefits. Labor can either be paid by operating funds or capital funds according to then activity/project in which it was expended.

Sales Tax. One quarter of one penny of the Clark County sales tax rate that is remitted to SNWA monthly. The rate was added on April 1999, and is shared with wastewater agencies, rural water and wastewater systems and the Las Vegas Wash.

Securities Industry and Financial Markets Association (SIFMA). A United States industry trade group representing securities firms, banks, and asset management companies. SIFMA was formed on November 1, 2006, from the merger of the Bond Market Association and the Securities Industry Association.

Senior Management Team. (SMT)

Significant Financial Impact. Five years immediately following when a capital item is placed into service. The term is required by the Government Finance Officers Association.

Silver State Energy Association (SSEA). A cooperative association created to purchase energy for members consisting of the SNWA, City of Boulder Nevada, Overton Power District, Lincoln County Power District and the Colorado River Commission of Nevada.

Sloan Army Reserve Center. (SARC)

Snow Telemetry Network. (SNOTEL)

Solar Photovoltaic (PV). A technology that converts sunlight (solar radiation) into direct current electricity by using semiconductors.

Southern Nevada Health District. (SNHD)

Southern Nevada Public Lands Funds. A federal law governing the disposition of certain public lands in the Las Vegas Valley by the Bureau of Reclamation. The SNPLMA calls for SNWA to receive 10% of the purchase price of all public lands sold pursuant to the Act. These funds are restricted in use to paying for the SNWA Capital Improvement Plan.

Southern Nevada Water Authority (SNWA). Formed in 1991 to manage Southern Nevada's water needs on a regional basis. The SNWA comprises seven member agencies including the city of Henderson, city of Las Vegas, city of North Las Vegas, Big Bend Water District (Laughlin), the Clark County Water Reclamation District and the Las Vegas Valley Water District. SNWA provides wholesale

water treatment and delivery for the greater Las Vegas Valley and is responsible for acquiring and managing long-term water resources for Southern Nevada.

Southern Nevada Water System (SNWS). Refers to the system of distribution facilities that delivers raw Colorado River water from Lake Mead and delivers potable water to Southern Nevada's municipal water providers.

State Revolving Fund (SRF). A fund administered by a U.S. state for the purpose of providing low-interest loans for investments in water and sanitation.

Steel Cylinder Concrete Pipe. (SCCP)

Sub Fund. An internal control measure used to ensure that revenues and expenses from similar operations are matched. Although SNWA is an enterprise fund under Nevada law, the sub fund philosophy assists SNWA in analyzing and controlling its costs throughout the year.

Subscription Based Information Technology Arrangements (SBITA). A SBITA is defined as a contract that conveys control of the right to use another party's information technology software, alone or in combination with tangible capital assets for a period of time specified in the contract.

Supervisory Control and Data Acquisition (SCADA). Water operations control systems.

Supplemental Environmental Impact Statement. (SEIS)

Technical Purchasing Review. (TPR)

Total Coliform (TC). A group of related bacteria that are (with few exceptions) not harmful to humans.

Ultraviolet Light Emitting Diode. (UV-LED)

Uniform Design and Construction Standards (UDACS). The Uniform Design and Construction Standards for Potable Water Distribution Systems represent the minimum design and construction criteria for water distribution systems within the participating Agency's jurisdiction.

US Bureau of Reclamation. (USBR)

U.S. Environmental Protection Agency. (USEPA)

Utility Pipeline and Coordinating Group. (UPCG)

Vacuum Pressure Swing Adsorption. (VPSA)

Variable Frequency Drive (VFD). A type of motor controller that drives an electric motor by varying the frequency and voltage supplied to the electric motor.

Warehousing Education and Research Council. (WERC)

Warm Springs Natural Area (WSNA). A facility opened in 2017 that includes public access walking trails and interpretive signage to educate and inform the public about its environmental resources.

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Water Investment Rating tool (WIR). A tool that integrates water sustainability considerations into local decision-making associated with economic development.

Water Quality and Treatment (WQ&T). A department of the LVVWD/SNWA that ensures the quality of the water meets or surpasses SDWA standards.

Water Quality Process Improvement Team. (WQPIT)

Water Smart Landscape (WSL). The SNWA's rebate of $3 per square foot of grass removed and replaced with desert landscaping up to the first 10,000 square feet converted per property, per year.

Water Utility Network. (WUN)

Wholesale Delivery Charge (WDC). The per acre-foot charge that SNWA charges purveyor members for the treatment and delivery of treated, potable water.

Wholesale Delivery Operations (WDO) Sub Fund. Sub fund that tracks revenues and expenses incurred from the production of potable water.

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

May 21, 2026

Subject:
Update on Water Resources

Petitioner:
Colby N. Pellegrino, Deputy General Manager, Resources

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, conservation programs and initiatives, activities on the Colorado River, and water resource acquisition and development.

Fiscal Impact:
None by approval of the above recommendation.

Background:
Since 2000, the Colorado River Basin has been experiencing severe drought conditions affecting 90 percent of Southern Nevada's water supplies. Persistent drought has led the Authority to launch initiatives and investments in new infrastructure, conservation programming, water resource development, and water banking to provide reliable and safe water supplies for the community.

To keep the Board of Directors apprised of related activities, this agenda item provides for an update from staff on the drought and preparedness activities, conservation programs and initiatives, activities on the Colorado River, and water resource acquisition and development.

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

JJE:CNP:db
Attachments: None

AGENDA ITEM # 12