AGENDA

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS

REGULAR MEETING
9:00 A.M. – NOVEMBER 19, 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: November 12, 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 November 18, 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 regular meeting of September 17, 2026.

CONSENT AGENDA

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

2. *For Possible Action:* Adopt the Annual Operating Plan for the Southern Nevada Water System.
3. *For Possible Action:* Approve and authorize the General Manager to sign an interlocal agreement between the City of Las Vegas and the Authority for the conversion of 90,390 cubic feet per minute of evaporative cooling to an equivalent of no more than 112.5 tons of dry mechanical cooling and authorize the General Manager to sign any ministerial documents necessary to effectuate the transaction in an amount not to exceed $325,000.
4. *For Possible Action:* Approve the Second Amended and Restated Agreement of the Las Vegas Valley Watershed Advisory Committee among Clark County, the Clark County Regional Flood Control District, the Clark County Water Reclamation District, the City of Henderson, the City of Las Vegas, the City of North Las Vegas, the Las Vegas Valley Water District, and the Authority.
5. *For Possible Action:* Approve a resolution authorizing the submission of a grant proposal to the Bureau of Reclamation's WaterSMART Enhancing Water Resources Projects and authorize the General Manager to execute a future funding agreement provided the Authority's obligations do not exceed $814,701.
6. *For Possible Action:* Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an amendment to the existing agreement among EMD Acquisition LLC d/b/a Borman Specialty Materials, the Las Vegas Valley Water District, and the Authority to correct real property ownership references, rename and expand the service area, and establish how to govern water service transferred to any third-party within that property.
7. *For Possible Action:* Approve and authorize the General Manager, or designee, to sign a deed of dedication granting a 10-foot strip of Authority-owned property to the City of North Las Vegas to support the 3973S Decatur Pumping Station Offsite Improvements Project.

BUSINESS AGENDA

8. *For Possible Action:* Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an agreement among NightPeak Energy LLC, the Las Vegas Valley Water District, and the Authority addressing the exchange of Colorado River water rights with the Authority and outlining the framework for permanent water service to NightPeak Energy LLC within the Black Mountain Industrial Complex.

9. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between De Nora Water Technologies, LLC, and the Authority for the purchase of sodium hypochlorite generators and associated appurtenances in the amount of $3,475,619 and authorize a change order contingency amount not to exceed $500,000.

10. *For Possible Action:* Approve and authorize the General Manager, or designee, to sign a line extension agreement between Nevada Power Company dba NV Energy and the Authority in support of the Garnet Valley Water Transmission System – Apex 2920 Reservoir in an amount not to exceed $397,273.

11. *For Possible Action:* Award a contract to M. M. C., Inc., for the construction of a new 25 million-gallon-per-day rate of flow control station in the amount of $18,983,645, authorize a change order contingency amount not to exceed $1,500,000, and authorize the General Manager to sign the construction agreement.

12. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between HDR Engineering, Inc., and the Authority to provide professional design engineering and construction support services for River Mountains Reservoir Site Piping Upgrades in an amount not to exceed $12,000,000.

13. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between Granite Construction Company and the Authority to provide design build services in support of Intake No. 3 and Low Lake Level Pumping Station modifications for an amount not to exceed $20,855,984.

14. *For Possible Action:* Ratify the Authority's filing of a Motion to Intervene, and participate in, a petition for judicial review filed in the Seventh Judicial District Court, Lincoln County, and related actions, challenging State Engineer Order 1343, which concerns the designation of the Lower White River Flow System and the Authority's water rights to the Muddy River.

15. *For Possible Action:* Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, a transmission Option Agreement between Sloan Canyon Solar, LLC, and the Authority, including a Solar Facility Interconnection and Power Exchange Agreement, the form of which is included as Exhibit B of the Option Agreement.

16. *For Possible Action:* Approve and authorize the General Manager to negotiate and execute four Collaborative Large Scale Dry Cooling Conservation Incentive and Research Partnership agreements for an amount not to exceed $15,000,000 per project.

17. *For Possible Action:* Approve a resolution to support the implementation of Nevada's nonfunctional turf prohibition.

18. *For Possible Action:* Adopt a resolution authorizing the Authority to issue Water Revenue Refunding Bonds, Series 2027, in the maximum principal amount of $217,035,000, to Clark County to refinance certain outstanding Authority bonds held by the Clark County Municipal Bond Bank.

19. *For Possible Action:* Accept the Authority's Annual Comprehensive Financial Report, including the corresponding Independent Auditor's Report on Financial Statements and Other Supplementary Information for the Fiscal Year ended June 30, 2026, and authorize its submission to the Nevada Department of Taxation.

20. *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 acquisitions 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
REGULAR MEETING
SEPTEMBER 17, 2026
MEETING MINUTES

CALL TO ORDER	9:03 a.m.
BOARD MEMBERS PRESENT	Marilyn Kirkpatrick, Chair Dan Stewart, Vice Chair Scott Black Olivia Diaz Jim Gibson Steve Walton
BOARD MEMBERS ABSENT	Justin Jones
STAFF PRESENT	John Entsminger, Colby Pellegrino, Doa Ross, 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 5. She said that the SNWA Board created an artificial turf incentive in March 2021 targeting large turf areas at parks and sports fields. Shortly after that, the SNWA went before the Nevada Legislature concerning AB 356 and identified parks, schools, and playing fields as functional turf that should be protected. Ms. McSwain said SNWA officials publicly claim they target only non-functional turf, but the agency incentivized conversion of grass in parks and athletic fields, which they classified as functional. Ms. McSwain said that the Water Fairness Coalition has already provided the board with information concerning artificial turf temperatures and toxicity, and she brought with her additional research to be submitted into the record. She said that item 5 proposes incentives of up to $4 million for 17 projects, but some of the conversions had already been completed. Ms. McSwain said that water conservation decisions should not be evaluated solely on water savings, but should also account for public health, environmental impacts, urban heat, and community livability. She submitted a copy of her comments and other materials for the record, which are attached to these minutes.

Norm Schilling spoke concerning item 5. He said that he believes SNWA and LVVWD's promotion of artificial turf has caused significant economic and environmental harm in the Las Vegas Valley. Mr. Schilling argued that artificial turf contributes to tree loss, increases urban heat, and creates surfaces that are often hotter than asphalt, damaging soil health and worsening local climate conditions. Mr. Schilling also raised concerns about chemicals associated with artificial turf, including PFAS, phthalates, and other substances he described as potential health hazards, comparing the issue to past public health crises such as asbestos and lead paint. He urged board members to oppose further artificial turf conversions, especially in parks and public spaces, and appealed to them to protect the community, environment, and quality of life for valley residents.

Carol Reynolds spoke concerning item 5. Ms. Reynolds said that SNWA officials testified before the Nevada Legislature in 2021 concerning functional turf being needed for quality of life and recreation at schools, parks, playing fields, and residential backyards. However, the SNWA now is providing incentives to replace functional grass with alternative sporting surfaces. She questioned if long-term costs, safety, and environmental consequences had been considered when evaluating the proposed sporting surfaces.

Julie Wignall spoke concerning item 5. Ms. Wignall said that as an environmental science and conservation professional with more than 30 years of experience, she urged the board to consider the long-term environmental consequences of replacing grass with artificial turf and pickleball courts. Drawing comparisons to past environmental mistakes made with good intentions, such as the introduction of cane toads in Australia and artificial tire reefs in Florida, Ms. Wignall argued that grass removal may appear beneficial for water conservation but ignores the broader ecological system. She said that living grass provides environmental benefits including oxygen production, cooling, carbon capture, air pollution reduction, and recreational space, while artificial turf contributes to heat, microplastic pollution, and potential chemical contamination. Ms. Wignall cautioned that true conservation should account for impacts on public health, urban heat, and future environmental liabilities, warning that short-term savings could lead to significant long-term costs. She urged the board to preserve grass in parks and public spaces, and pursue conservation strategies that balance water savings with environmental and community well-being.

Amelia Wignall spoke concerning item 5. Ms. Wignall reminisced about growing up in Las Vegas and enjoying the natural grass at Rainbow Park. She said that portions of the grass at Rainbow Park had already been removed and that the playground now has artificial grass and tire rubber under the swings. Ms. Wignall cited environmental concerns with artificial grass, and that at high temperatures, the fumes and smell negatively impact her health. She added that replacing natural grass with pickleball courts will increase the community's heat island.

Diane Henry spoke concerning item 5 and requested that the item be removed from the Consent Agenda. Ms. Henry said that municipalities and organizations may not fully understand the long-term financial consequences of replacing natural grass athletic fields with synthetic turf. Ms. Henry noted that SNWA's rebate incentives cover only a portion of initial installation costs and do not address ongoing maintenance, cooling, cleaning, or eventual replacement expenses. She contended that maintaining artificial turf at safe temperatures in the desert can significantly reduce projected water savings, while proper maintenance is often overlooked. Citing cost estimates and a presentation to the Clark County School District Board of Trustees, she stated that synthetic fields can cost an additional $1 million per field over a 20-year period compared with natural grass. Ms. Henry argued that these long-term costs and liabilities outweigh the water savings benefits and asked the board to pause the proposed agreement until the financial and operational impacts of turf conversions are more fully understood by the entities being incentivized. Ms. Henry submitted a copy of her comments and supporting materials for the record, which are attached to these minutes.

Ed McCulloh spoke concerning item 5. Mr. McCulloh questioned the long-term costs of Southern Nevada's water conservation strategy. He noted that the region has already spent billions of dollars on water infrastructure, conservation programs, and landscape rebates, and argued that the proposed $4 million for turf conversion projects should be weighed against the loss of grass, trees, and vegetation that provide cooling, shade, recreation, and quality-of-life benefits. Mr. McCulloh said that while conservation has achieved significant water savings, it has not solved the region's underlying water supply challenges. He urged policymakers to consider not only how much water is being saved, but also the economic and community costs of continued conservation measures and whether additional water supply solutions should be pursued.

Margaret Matherly spoke concerning item 5. Ms. Matherly encouraged the board to vote no on the proposal.

Tera Anderson spoke concerning item 5. Ms. Anderson said that SNWA advertised the program as addressing non-functional grass in commercial areas, which was not programmable grass, and would need to be replaced. This proposal instead would remove programmable grass at parks. Ms. Anderson urged the board to reconsider and recognize the negative health and environmental impacts of artificial grass.

Andrew Reitz spoke concerning item 5. Mr. Reitz talked about his personal experience working at the Nevada Test Site in 1989, where he said workers were assured conditions were safe but later suffered serious health consequences. After developing significant lung damage and other illnesses, he said he is wary of similar assurances being made about artificial turf. Comparing it to past hazards such as asbestos and lead, he expressed concern that children playing on synthetic fields could face unforeseen health risks in the future and urged the board to consider those potential long-term impacts before expanding the use of artificial turf.

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 meeting of August 20, 2026.**

FINAL ACTION: Director Gibson made a motion to approve the agenda for this meeting and to approve the minutes from the meeting of August 20, 2026. The motion was approved.

CONSENT AGENDA **Items 2 – 11 are routine and can be taken in one motion unless a Director requests that an item be taken separately.**

John Entsminger, General Manager, asked Colby Pellegrino, Deputy General Manager – Resources, to address item 5. Ms. Pellegrino said that the Water Efficient Technologies (WET) program, which provides incentives for the type of water conservation initiatives being proposed in item 5, had existed since 2001. In 2021, SNWA began working with the member agencies under the WET program to replace underutilized grass at parks with other amenities, such as pickleball courts, skate parks, and horseshoe pits. Most of the conversions that the City of Las Vegas has participated in were for the installation of pickleball courts and not artificial turf. She reiterated that this was an incentive program to add recreational value for the community at its parks while also using less water. Ms. Pellegrino also said that natural grass was carbon positive in Southern Nevada for only 14 days per year. Because grass needs to be irrigated by potable water that's pumped from Lake Mead elevation up into the valley, there was no carbon neutrality associated with grass in Southern Nevada.

Director Diaz spoke concerning item 5. Director Diaz said that the City of Las Vegas was not removing functional grass fields. She said that most of the grass being removed was along the sides of fields and parking lot medians. She then provided a summary of what was proposed at various park sites. She acknowledged that the project would install a new artificial grass field at Bettye Wilson where a field did not previously exist. Director Diaz said that the Las Vegas City Council and staff were committed to protecting functional, programmable grass areas in its parks, while identifying non-functional grass areas that can be converted to desert landscaping.

2. ***For Possible Action:*** **Approve a resolution authorizing the submission of a grant proposal to the Bureau of Reclamation's WaterSMART Applied Science Grant program and authorize the General Manager to execute a future funding agreement, provided the Authority's obligations do not exceed $435,465.**

3. ***For Possible Action:*** **Approve and authorize the General Manager to sign a joint funding agreement between the U.S. Geological Survey and the Authority for hydrologic data collection for an amount not to exceed $207,495.**

4. ***For Possible Action:*** **Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, a cost reimbursement agreement between the Bureau of Land Management and the Authority for the processing of right-of-way applications for the Horizon Lateral Project in an amount not to exceed $92,543.**

5. ***For Possible Action:*** **Approve and authorize the General Manager to sign an interlocal agreement between the City of Las Vegas and the Authority to rebate the conversion of natural turf at 17 public parks to alternative sporting surfaces and authorize the General Manager to sign any ministerial documents necessary to effectuate the transaction in an amount not to exceed $4,000,000.**

6. ***For Possible Action:*** **Approve an interlocal agreement between the Las Vegas Valley Water District and the Authority for the banking of water in the Las Vegas Valley Groundwater Basin under which the Authority will reimburse the District for activities through 2035. For 2026, the Authority will spend up to $5,562,000, for costs associated with storing up to 10,000-acre-feet of Colorado River water. Creation of storage credits will not exceed 50,000 acre-feet annually, for a total amount not to exceed $100,000,000 for the duration of the agreement.**

7. ***For Possible Action:*** **Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an interlocal agreement between the City of Henderson and the Authority for the design and construction of the Paradise Hills Rate of Flow Control Station Transmission Main and College Drive Control Valve Facilities in an amount not to exceed $21,700,000, and authorize a contingency in the amount of $2,300,000.**

8. ***For Possible Action:*** **Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an agreement with addendum between Southwest Gas Corporation and the Authority for the relocation of an existing gas line to support the future installation of the Horizon Lateral Paradise Hills Pipeline for an amount not to exceed $400,000.**

9. ***For Possible Action:*** **Approve and authorize the General Manager to sign Change Order No. 4 to the contract with SHF International LLC for the refurbishment of an existing space to create an on-premises communications center in the amount of $281,000, authorize an additional change order contingency in an amount not to exceed $100,000, and increase the contract time by 87 calendar days.**

10. ***For Possible Action:*** **Approve and authorize the General Manager to sign Change Order No. 4 to the contract with the Resource Development Company LLC for a potable water tank rehabilitation in the amount of $438,840, and an increase to the contract time by 14 calendar days.**

11. ***For Possible Action:*** **Approve and authorize the General Manager to sign an agreement among EMD Acquisition LLC d/b/a Borman Specialty Materials, the Las Vegas Valley Water District, and the Authority providing for the assignment of a portion of Borman Specialty Materials' Colorado River water rights to the Authority and establishing the framework for permanent water service to Borman Specialty Materials within the Black Mountain Industrial Complex.**

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

BUSINESS AGENDA

12. ***For Possible Action:*** **Approve and authorize the General Manager to sign an amended and restated agreement between CDM Smith Inc., and the Authority to provide additional professional design engineering and construction support services for the Ozone Equipment Upgrade Project for an increase of $1,796,941, resulting in the total amount not to exceed $12,045,692.**

FINAL ACTION: Vice Chair Stewart made a motion to approve staff's recommendation. The motion was approved.

13. ***For Possible Action:*** **Approve and authorize the General Manager to sign an agreement between Hazen and Sawyer and the Authority to provide professional design engineering and construction support services for an in-filter dissolved air floatation addition at the River Mountains and Alfred Merritt Smith Water Treatment Facilities in the amount not to exceed $15,000,000.**

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

14. ***For Possible Action:*** **Award a contract to Menichino Construction LLC for the construction of on-site sewer facilities for up to 44 parcels transitioning from private septic to the public sewer system in the Las Vegas Valley in the amount of $2,399,650, authorize a change order contingency amount not to exceed $230,000, and authorize the General Manager to sign the construction agreement.**

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

15. ***For Possible Action:*** **Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an Amended and Restated Solar Energy Power Purchase Agreement between Boulder Flats Solar, LLC, and the Authority to purchase electrical power from a solar photovoltaic generation facility located on land leased from the City of Boulder City.**

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

16. ***For Possible Action:*** **Adopt a resolution authorizing the refunding of certain Authority water revenue bonds held by the Clark County Bond Bank and requesting the Clark County Board of Commissioners to issue general obligation bond bank refunding bonds (additionally secured by pledged revenues) in the maximum principal amount of $217,035,000 to refinance all or any portion of the Authority bonds.**

FINAL ACTION: Vice Chair Stewart made a motion to approve staff's recommendation. The motion was approved.

17. ***For Possible Action:*** **Ratify the Authority's filing of a federal complaint against the U.S. Department of the Interior challenging the Final Environmental Impact Statement and Record of Decision concerning Operations of Lake Powell and Lake Mead from 2027-2036.**

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

18. ***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. Chair Kirkpatrick asked if the tree incentive program could provide more mature trees. Ms. Pellegrino said that the program was limited by the availability of mature trees from growers. She said that staff was working to establish more local partnerships to increase locally grown desert adapted trees.

NO ACTION REQUIRED

Public Comment

Diane Henry spoke on behalf of preserving natural grass at Bettye Wilson Park. She urged that the park's grass fields remain intact. Ms. Henry raised concerns about a water meter replacement conducted in her neighborhood without prior notice, describing how her water was unexpectedly shut off while she was in the shower. Ms. Henry questioned the lack of communication, potential public safety risks, and whether proper procedures were followed after her water service interruption.

Norman Schilling said that he supports water conservation but believes it should be implemented thoughtfully. He explained that smaller, younger trees are often a better long-term investment because they establish faster and eventually catch up to larger trees in size. Mr. Schilling also argued that artificial turf increases temperatures, stresses surrounding plants, and damages soil health by destroying beneficial soil organisms beneath it. He urged SNWA to take a science-based, long-term approach to conservation that preserves trees and healthy soils while helping the community transition to more water-efficient landscapes.

Laura McSwain, the Water Fairness Coalition, asked the board to take a broader view of water management and conservation policies. She suggested that presentations on Colorado River conditions should include the status of all major basin reservoirs, not just Lake Powell. While supporting tree-planting efforts, Ms. McSwain argued that current turf conversion policies are contributing to the loss of mature trees and that planting new trees does not offset those losses. Ms. McSwain also questioned the implementation of SNWA's artificial turf programs, citing examples of parks where synthetic fields were being used in extreme heat without apparent cooling measures and raising concerns about funding and approval processes for projects that she said had already been completed. She expressed particular concern about plans to install artificial turf at Bettye Wilson Park, emphasizing the scale of the proposed conversion and its proximity to residential areas. Ms. McSwain challenged characterizations of the program as targeting non-functional turf, arguing that the incentive program was being used for functional turf areas such as parks and athletic fields.

Carol Reynolds criticized local water agencies for warning about water scarcity while continuing to support growth and development in Southern Nevada. She argued that residents' concerns about the loss of urban greenery and increasing heat have been largely ignored, despite years of public comments. Pointing to new housing developments, business expansion, disputes over Colorado River allocations, and rising heat-related deaths, Ms. Reynolds questioned whether current water management policies are consistent and sustainable, expressing skepticism about the region's long-term direction.

Tera Anderson questioned the scope of the proposed turf conversion at Bettye Wilson Park, noting that 575,000 square feet equals roughly 13 acres and arguing that such projects deserve closer scrutiny. She urged the board to avoid removing grass in ways that harm mature trees and called for a more thoughtful approach to conservation. Anderson also emphasized that aesthetics matter, arguing that community design and landscaping contribute to quality of life, safety, property values, and neighborhood appeal, and should be considered alongside water conservation goals.

Ed McCulloh argued that while conservation efforts have reduced water use, they do not increase the Colorado River's water supply. He contended that measures such as turf removal, water restrictions, and infrastructure investments address demand rather than the underlying supply challenge. Mr. McCulloh warned that relying solely on conservation is unsustainable and urged leaders to pursue long-term water supply solutions before future costs and impacts become even greater.

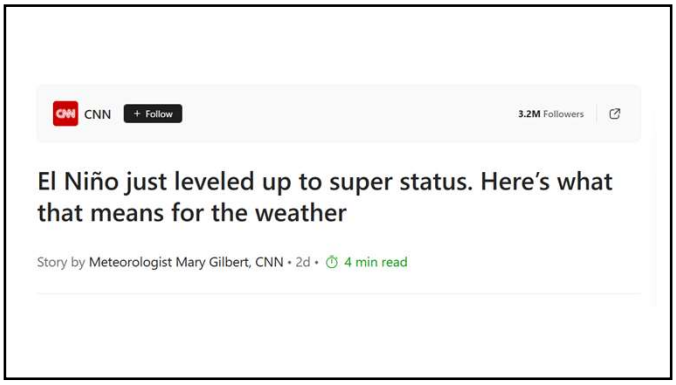
Director Diaz said that she had checked with City of Las Vegas staff for complete information regarding Bettye Wilson Soccer Complex. She said that the City was leaving all existing 10 soccer fields as currently constituted and adding four additional fields, which will be artificial grass.

Adjournment

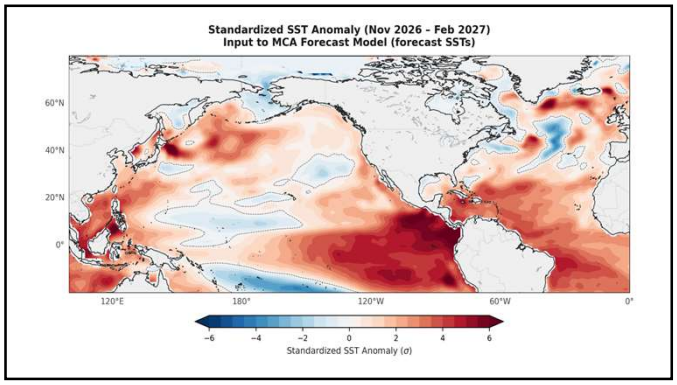
There being no further business to come before the board, the meeting adjourned at 10:08 a.m.


Colorado River Conditions, Conservation
& Water Use Update
September 17, 2026
SOUTHERN NEVADA WATER AUTHORITY

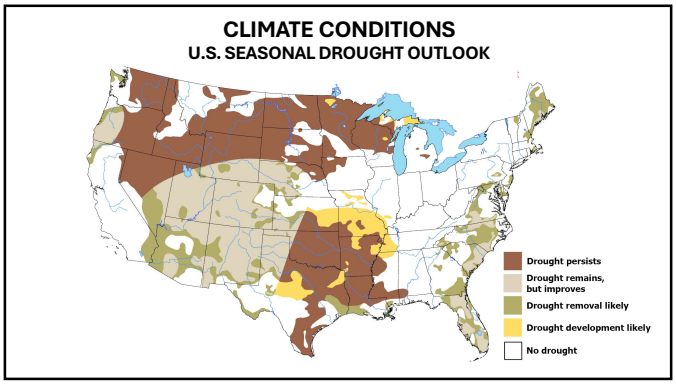
1


CNN
+ Follow
3.2M Followers
El Niño just leveled up to super status. Here's what that means for the weather
Story by Meteorologist Mary Gilbert, CNN • 2d • 4 min read

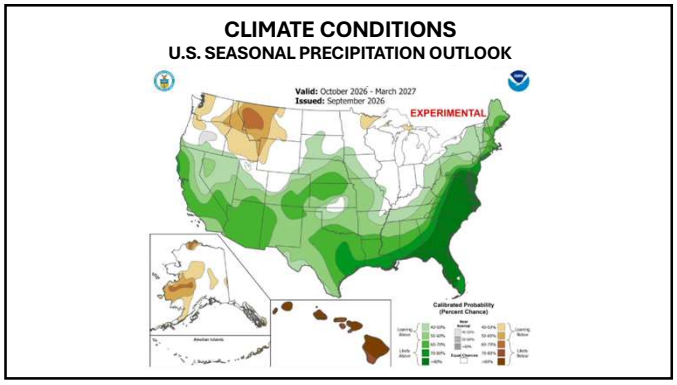
2


Standardized SST Anomaly (Nov 2026 - Feb 2027)
Input to MCA Forecast Model (forecast SSTs)
60°N
40°N
20°N
0°
120°E
180°
120°W
60°W
0°
−6
−4
−2
0
2
4
6
Standardized SST Anomaly (σ)

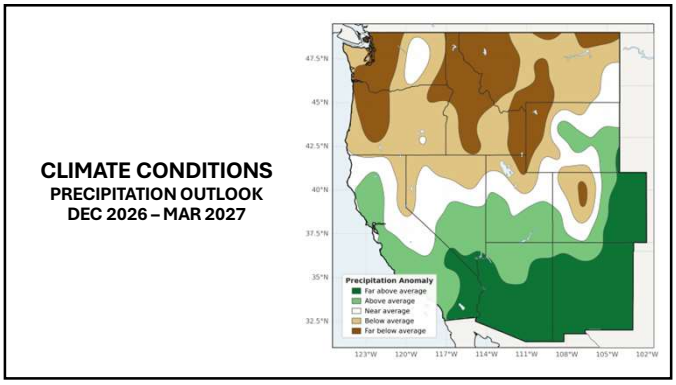
3


CLIMATE CONDITIONS
U.S. SEASONAL DROUGHT OUTLOOK
Drought persists
Drought remains, but improves
Drought removal likely
Drought development likely
No drought

4


CLIMATE CONDITIONS
U.S. SEASONAL PRECIPITATION OUTLOOK
Valid: October 2026 - March 2027
Issued: September 2026
EXPERIMENTAL
Calibrated Probability (Percent Chance)

5

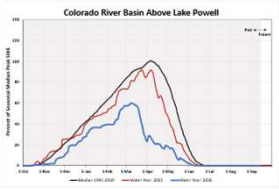

CLIMATE CONDITIONS
PRECIPITATION OUTLOOK
DEC 2026 – MAR 2027
Precipitation Anomaly
Far above average
Above average
Near average
Below average
Far below average

6

CLIMATE CONDITIONS
UPPER BASIN SNOW CONDITIONS

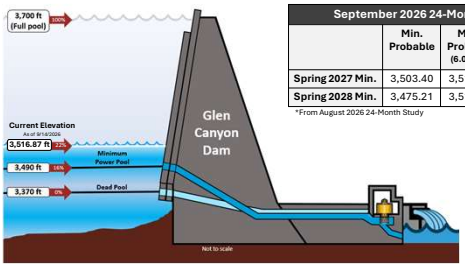
		WY 2025	WY 2026
Water Supply	Snowpack	92% of median peak SWE (Peaked on March 23, 2025)	60% of median peak SWE (Peaked on March 9, 2026)
	Water Year Precipitation	84% of average	84%* of average
Unregulated Inflow to Lake Powell	Water Year	49% of average	37%* of average
	April – July	41% of average	18% of average

*As of September 14, 2026



7

LAKE POWELL KEY ELEVATIONS

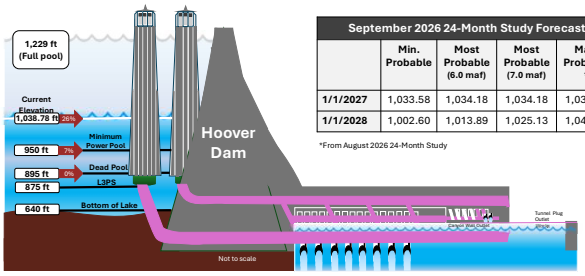


September 2026 24-Month Study Forecast	Min. Probable	Most Probable (6.0 maf)	Most Probable (7.0 maf)	Max. Probable *
Spring 2027 Min.	3,503.40	3,511.43	3,511.43	3,525.23
Spring 2028 Min.	3,475.21	3,518.08	3,510.00	3,573.08

*From August 2026 24-Month Study

8

LAKE MEAD KEY ELEVATIONS



September 2026 24-Month Study Forecast	Min. Probable	Most Probable (6.0 maf)	Most Probable (7.0 maf)	Max. Probable *
1/1/2027	1,033.58	1,034.18	1,034.18	1,035.63
1/1/2028	1,002.60	1,013.89	1,025.13	1,047.66

*From August 2026 24-Month Study

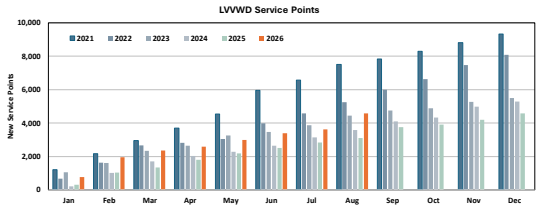
9

WATER USE UPDATE

10

NEW SERVICE POINTS (LVVWD)

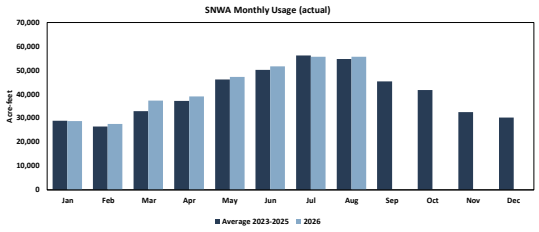
New LVVWD service points are higher than 2025 and prior recent years.



11

SNWA WATER USE

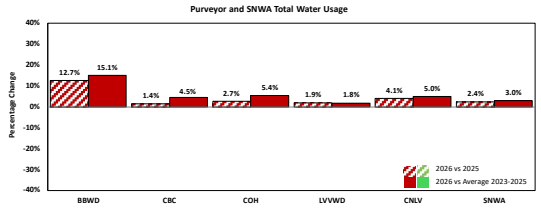
August 2026 SNWA water use was higher than 2025 and the 3-year average.



12

SNWA WATER USE

January-August 2026 SNWA water use was higher than 2025 and the 3-year average.



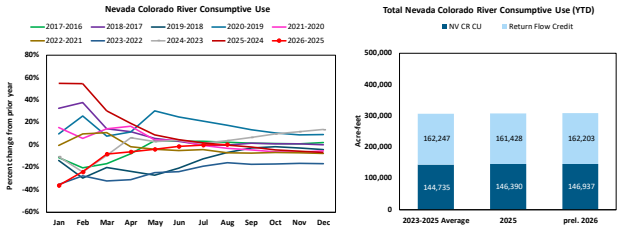
* The change in Henderson and SNWA water usage would have been lower without the addition of service to Black Mountain Industrial Complex, which was previously served by Basic Water Company.

13

13

NEVADA COLORADO RIVER USE

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



14

14

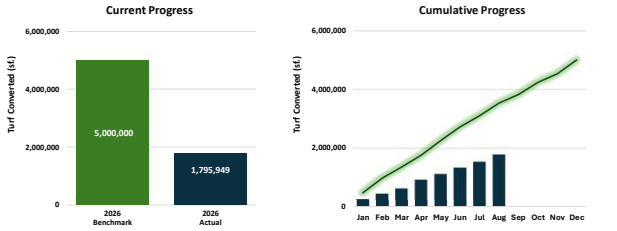
CONSERVATION BENCHMARKS

15

15

WATER SMART LANDSCAPES

Homeowners converted nearly 1.8 million square feet of grass in 2026, saving more than 100 million gallons of water annually.

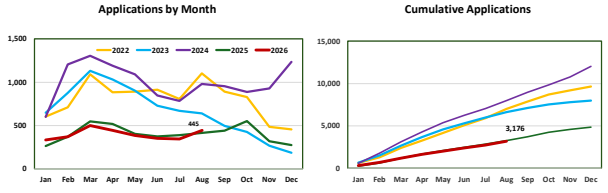


16

16

WATER SMART LANDSCAPES

Homeowner applications through August 2026 are on par with 2025 but down significantly compared to recent years.

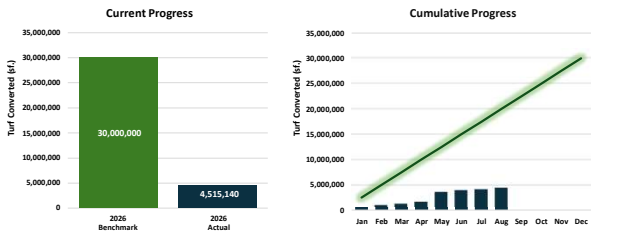


17

17

WATER SMART LANDSCAPES

Enterprise customers converted more than 4.5 million square feet of turf through August 2026, saving nearly 252 million gallons of water annually.



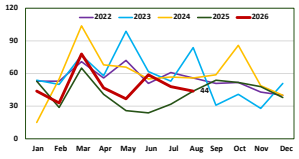
18

18

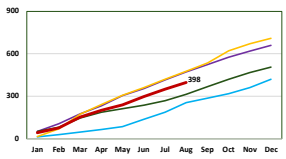
WATER SMART LANDSCAPES

2026 Enterprise WSL applications through August are trending higher than 2025.

Monthly Pre-Measure/Pre-Draws



Cumulative Pre-Measure/Pre-Draws



19

TREE PROGRAMS

The SNWA offers a tree incentive for WSL participants and is partnering with local nonprofits to create shade in our community.

SNWA Tree Enhancement Program

- WSL participants installed approximately 11,108 new trees since program launch, creating nearly 4.9 million sf. of new tree canopy at maturity (2,925 trees installed to date in 2026).

Nonprofit Partnerships

- Nonprofit partners are supporting the installation of trees in high-heat low-income areas.
  - ImpactNV, 1,675 trees
  - Nevada Plants, 494 trees



20

CONVERSION HIGHLIGHTS

Top Enrollments for August

Water Smart Landscapes (WSL):

- Villa Del Oro HOA, 83,376 sf. converted.
- Spring Valley Medical Center, 36,220 sf. converted.
- Oasis Las Vegas RV Resort, 25,558 sf. converted.

Water Efficient Technologies (WET):

- Caesars Palace cooling tower drift reducer saves ~2.9 million gallons annually.
- City of Henderson cool to warm season turf conversion at Sienna Heights trailhead saves ~1.7 million gallons annually.
- Findlay Kia Las Vegas evaporative cooling retrofit saves ~397,000 gallons annually.



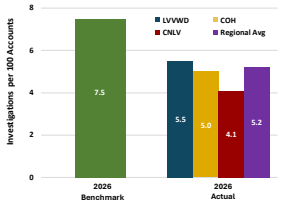
21

21

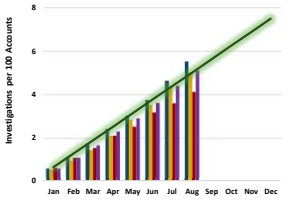
WATER USE COMPLIANCE

SNWA members have conducted nearly 34,750 investigations to date in 2026.

Current Progress



Cumulative Progress



22

22



23

PUBLIC COMMENT SUBMITTED FOR SEPTEMBER 17, 2026, SNWA BOARD OF DIRECTORS MEETING

From: solo.operator@icloud.com
Sent: Sunday, September 13, 2026 9:08 PM
To: &PublicComment
Subject: {External} - {SNWA Public Comment} - Public Comment — September 17, 2026 SNWA Board Meeting — Item 18
Attachments: Southern_Nevada_Water_Abundance_Initiative.pdf

[Some people who received this message don't often get email from solo.operator@icloud.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Please accept the attached Southern Nevada Water Abundance Initiative: More Supply. Fewer Restrictions. as public comment for the September 17, 2026 Southern Nevada Water Authority Board of Directors meeting.

This comment relates specifically to Agenda Item 18, water resource acquisition and development, as well as the broader responsibilities of the Southern Nevada Water Authority.

Please include the attached public comment document in the meeting record and minutes.

Submitted by,
A Nevada Resident

Southern Nevada Water Abundance Initiative

MORE SUPPLY. FEWER RESTRICTIONS.

For public comment to the Southern Nevada Water Authority

Executive Summary

Southern Nevada has become one of the most water efficient major metropolitan regions in the United States. Conservation should remain part of responsible water management, but conservation alone cannot be the long term vision for a growing region. Nevada should now pursue a second objective with equal urgency: materially increase the amount of reliable water available to Southern Nevada.

We, the people of Nevada, are ready to think outside the box and lead water production efforts in the Southwest. We have entrusted our regional water future to the Southern Nevada Water Authority. It is time to change the philosophy. We are hereby demanding more production and fewer restrictions. We demand that SNWA get to work and figure out how to produce and secure significantly more water. It is time.

The goal is not waste. The goal is abundance, resilience, economic growth, a healthier urban environment, and greater independence from a single stressed source. Nevada should use its capital, engineering talent, partnerships, bargaining power, and history of innovation to create new supply through augmentation, desalination, recycling, interstate and international exchanges, and infrastructure that prevents usable Colorado River water from being lost.

MEASURABLE OBJECTIVE

Develop or secure at least 100,000 acre feet per year of additional permanent water supply for Southern Nevada by 2037 through augmentation, desalination, water recycling, interstate and international exchanges, and infrastructure that prevents usable Colorado River water from being lost.

The following projects should form the initial priority agenda. Estimated yields are planning values and should not be simply added together because some projects may overlap with the same augmentation or exchange framework. The purpose of this agenda is to create a measurable pipeline of large supply opportunities and require sustained progress toward the 2037 objective.

Priority Projects

1. Colorado River Augmentation for Nevada

Potential Nevada supply: up to 108,000 AFY

SNWA already identifies Virgin River and Colorado River augmentation of up to 108,000 AFY in its future resource portfolio. Under the 2007 Seven States Agreement, Nevada suspended development of substantial Virgin River rights while the Basin States agreed to cooperatively pursue 75,000 AFY of permanent augmented Colorado River supplies for Nevada.

Nevada should convert this planning category into a formal delivery program with milestones, funding, named projects, and a clear schedule. This should be the central accounting framework through which desalination, recycling, system efficiency, and other regional projects create permanent new supply for Nevada.

Official reference: SNWA 2026 Water Resource Plan, Chapter 4

2. Sea of Cortez Desalination and Mexico Exchange

Project scale studied: 100,000 to 200,000 AFY, Nevada share to be negotiated

The United States and Mexico have already completed a binational study of large desalination opportunities in the Sea of Cortez, including project configurations at 100,000 AFY and 200,000 AFY. Nevada should seek a major ownership or funding position in the first viable project and negotiate a corresponding Colorado River benefit at Lake Mead.

The strategic advantage is that desalinated water does not need to be physically pumped to Las Vegas. New water can serve needs in Mexico or the lower river system while an agreed amount of Colorado River water remains available upstream. Even difficult negotiations are valuable because they place pressure on all parties to focus on creating supply rather than only allocating shortage.

Official reference: International Boundary and Water Commission, Binational Sea of Cortez Desalination Study

3. California Pacific Desalination for Colorado River Exchange

System potential studied: up to 600,000 AFY, Nevada share to be negotiated

The Bureau of Reclamation has evaluated substantial Pacific Ocean desalination potential in California within the broader Colorado River Basin supply portfolio. Nevada should actively propose financing partnerships in which new California desalination capacity substitutes for Colorado River use and Nevada receives a negotiated equivalent benefit at Lake Mead.

This is a large and difficult category, but it creates the kind of regional leverage Nevada should pursue. We should make a standing offer to California: Nevada is prepared to help finance new water production when a fair and permanent Colorado River exchange can be created in return.

Official reference: Bureau of Reclamation, Colorado River Basin Water Supply and Demand Study

4. Pure Water Southern California Exchange

Expected Nevada supply: 20,000 to 40,000 AFY

Pure Water Southern California is one of the most advanced large recycling projects in the country. At full scale it is planned to produce 150 million gallons of purified water per day. SNWA states that it anticipates 20,000 to 40,000 AFY could become available to Nevada in exchange for funding participation.

Nevada should pursue the maximum practical allocation and remain open to additional investment if it can secure additional permanent supply. This is exactly the type of partnership we should favor because California creates a new local supply while Nevada receives an equivalent regional water benefit.

Official reference: Metropolitan Water District, Pure Water Southern California

5. Yuma Desalting Plant Full Operation

Demonstrated conservation: about 30,000 AFY during the pilot scale operation

The Yuma Desalting Plant already exists and has demonstrated that saline agricultural drainage water can be treated and used toward treaty deliveries to Mexico, allowing an equivalent amount of Colorado River water to remain in Lake Mead. A prior pilot involving SNWA conserved about 30,000 acre feet over its operating period.

Nevada should advocate for modernization and sustained operation rather than another limited demonstration. Because much of the major infrastructure already exists, Yuma deserves high priority based

on the amount of recoverable water relative to the effort required. Nevada should seek a water benefit proportional to its financial participation.

Official reference: Bureau of Reclamation, Yuma Desalting Plant Pilot Run

6. Additional Brock Style Lower Colorado Storage and System Efficiency

Target: 25,000 to 50,000 AFY or more for each major successful project

The Warren H. Brock Reservoir proves that relatively small storage infrastructure can conserve very large quantities of water when it corrects operational inefficiency. Reclamation reports that Brock conserved an average of about 55,620 AFY from 2013 through 2019. Nevada received 400,000 acre feet of credits from its investment in the project.

SNWA should request a comprehensive Lower Colorado River engineering review to identify every remaining location where regulating storage, canal improvements, automation, or operational changes could prevent significant quantities of usable water from being lost. Projects with large recurring yields and modest infrastructure requirements should receive immediate priority.

Official reference: Bureau of Reclamation, Warren H. Brock Reservoir Conservation Summary

7. Three Lakes and Tikaboo Groundwater Development

Existing SNWA rights: 10,605 AFY

SNWA already lists 10,605 AFY of groundwater rights in Tikaboo and Three Lakes Valley North and South as a future resource. This is smaller than the regional exchange projects, but it is a Nevada controlled resource already recognized within SNWA planning.

SNWA should advance the engineering, environmental review, sustainable yield analysis, and delivery options needed to determine how much of this water can be responsibly placed into service by 2037. It should proceed as part of a diversified portfolio, not as a substitute for larger augmentation and desalination partnerships.

Official reference: SNWA 2026 Water Resource Plan, Chapter 4

Our Vision

We envision Southern Nevada as the water innovation capital of the American Southwest. A place that remains efficient because efficiency is intelligent, but that refuses to accept permanent scarcity as the only possible future. Nevada should lead by building, financing, partnering, recycling, desalinating, storing, exchanging, and relentlessly searching for ways to expand reliable supply.

By 2037, Southern Nevada should have at least 100,000 AFY of additional permanent supply secured or operating. That additional margin can strengthen drought protection, support families and businesses, expand parks and urban shade, improve the region's quality of life, and allow Las Vegas to mature into a greener and more resilient oasis without sacrificing water security.

Our request to SNWA is simple: make water abundance a primary mission. Set the goal. Publish the project pipeline. Report progress publicly. Pursue every credible large scale opportunity. Work with California, Arizona, Mexico, the federal government, and private industry. Bring engineering solutions to the table before bringing new restrictions to Nevada families and businesses.

More Supply. Fewer Restrictions. Nevada is ready to lead.

Draft public comment for discussion and refinement before submission to the Southern Nevada Water Authority.

Water Fairness
COALITION

September 17, 2026

SNWA Meeting Public Comment – Agenda Item #5
GAME OF CAT & MOUSE

Members of the Board:

While researching Agenda Item 5, I discovered something I did not know.

On **March 18, 2021—before there was a Water Fairness Coalition—this Board created what SNWA itself called a new conservation program: the Artificial Turf Incentive.**

During discussion of that item, Director **Justin Jones** asked who the new incentive was targeting.

Your minutes record the answer: **"large turf areas, such as parks and sports fields, were the target of the program."**

Four members sitting here today were on that Board: **Marilyn Kirkpatrick, Dan Stewart, Jim Gibson and Justin Jones.**

Eighteen days later, SNWA went before the Legislature on AB356, identified parks, schools and playing fields as functional turf and said: **"We support these uses and have made sure our codes continue to protect them."**

And the assurances continued. John Entsminger repeatedly emphasized that SNWA was targeting nonfunctional turf—not grass in parks, playgrounds and ballfields.

In December 2021—months after creating the Artificial Turf Incentive—he again described new-turf restrictions as making exceptions for **parks, cemeteries and schools.**

And this history puts my own testimony during the **2025 Legislature** in a very different light.

SNWA supported Senator Dina Neal's **SB173**, addressing, among other things, PFAS and heat-island mitigation.

When Senator **Lori Rogich** raised artificial turf, I testified immediately afterward and called it a **"missed opportunity"** to address heat islands while artificial turf was being subsidized for schools, playgrounds and athletic fields.

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

Had I known SNWA had created an Artificial Turf Incentive specifically targeting parks and sports fields, I would have brought it up. Apparently, no one from SNWA thought to mention it either.

And now here we are with Item 5.

Water Fairness Coalition has already provided this Board scientific information concerning artificial-turf temperatures and toxicity.

SNWA responded with a "Tap the Truth" video referring to **"myths and conspiracy theories,"** assuring the public that SNWA had done the research and had the facts—without providing that research in the video.

So, I have brought you some more scientific research for the record today.

Item 5 proposes up to **$4 million** for alternative sporting surfaces at 17 projects.

And after all of this—17 projects, more than **1.1 million square feet**, and as much as **$4 million**—the estimated annual water savings are **252 acre-feet.**

How can government spend taxpayer dollars trying to mitigate the urban heat-island problem while this agency simultaneously spends millions of public dollars incentivizing artificial surfaces in our parks and playing fields?

Conservation cannot be evaluated in a vacuum. At some point, temperature, public health, environmental consequences and the livability of this community have to become part of the calculation.

And how disappointing. Four of you have been sitting there knowing that you created a program to "target" grass in parks and sports fields for artificial-turf replacement—and when questions have been raised, you've said nothing.

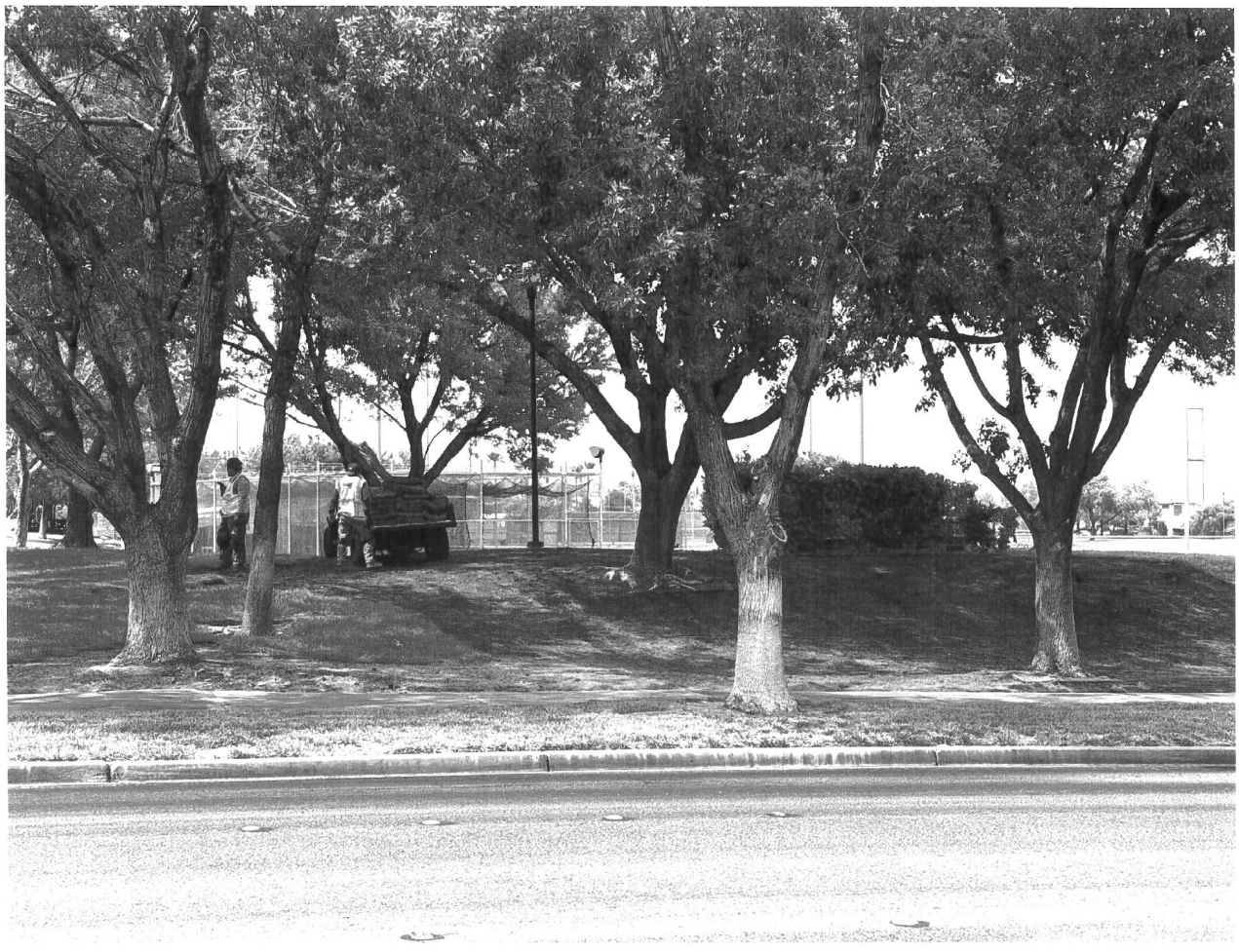
WATER FAIRNESS COALITION, INC

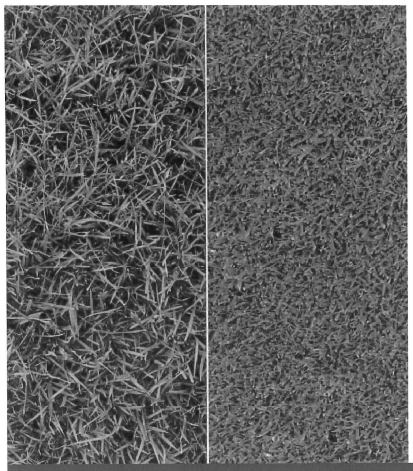


Laura McSwain, President

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







A Comparison of Artificial Turf and Natural Grass

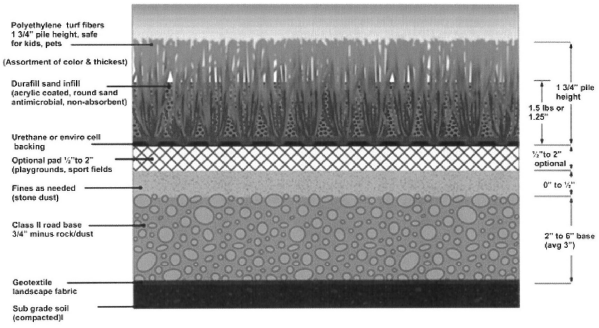
Kelly Kopp, Ph.D.
Professor and Extension Water Conservation/Turfgrass Specialist
Plants, Soils & Climate
Utah State University

Some history….

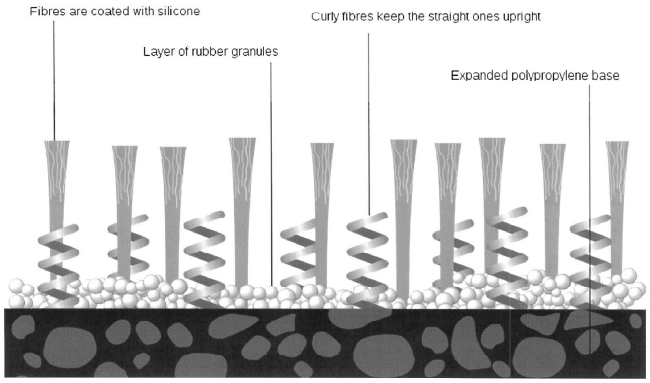
- Originally invented in 1965, NCSU
- First used in the Astrodome in Houston, Texas, hence "astroturf"
- An option as more teams moved to indoor facilities



Artificial Turf with Sand In-fill



Modern Artificial Turfs



Standards of Comparison

- ***Life cycle costs***
  - Installation
  - Maintenance
  - Disposal
- Human health considerations
- Environmental considerations



Case study (Springfield College)

Cost Item	Artificial Turf	Natural Grass
Installation	$800K	$400K
Maintenance	$5K	$28K
8-yr maintenance	$40K	$224K
8-yr total	$840K	$624K
Ave. annual cost	**$105K**	**$78K**

Dr. Brad Fresenberg, University of Missouri (2005)

Case study (Springfield College)

Cost	Artificial Turf (Basic)	Artificial Turf (Premium)	Natural Grass (Native Soil)	Natural Grass (Sand-Capped)
Installation	$600K	$1M	$0	$300K
Maintenance	$5K	$20K	$25K	$25K
16-yr maintenance	$80K	$320K	$400K	$400K
16-yr total	$685K	$1.34M	$425K	$725K
Ave. annual cost	**$42.8K**	**$83.8K**	**$26.6K**	**$45.3**

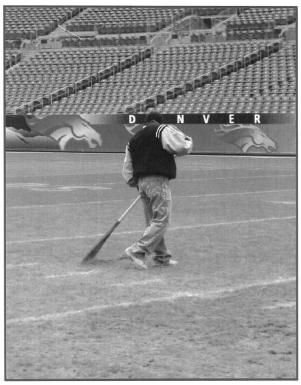
Dr. Brad Fresenberg, University of Missouri (2005)

Location	Duration	Type	Total	Cost per Square Foot
University	10 years	Natural grass	$882K	$153.11
Public School	20 years	Natural grass	$363K	$40.76
Parks Dept.	20 years	Natural grass	$1.3M	$154.40
Parks Dept.	20 years	Natural grass	$1.3M	$159.32
University	20 years	Natural grass	$341K	$33.60
University	16 years	Synthetic turf	$1.8M	$298.10
Public School	16 years	Synthetic turf	$1.5M	$207.05
Parks Dept.	20 years	Synthetic turf	$1.8M	$181.37
Parks Dept.	20 years	Synthetic turf	$1.8M	$181.37
University	20 years	Synthetic turf	$2M	$207.58

Daviscourt, 2016

Maintenance Varies

- Amount/level of play
- Multi-sport use
- Weather & climate
- Soil and terrain
- Water availability/irrigation
- Budget/personnel
- Owner's/facility's goals
- Type & quality of field construction
- Field security

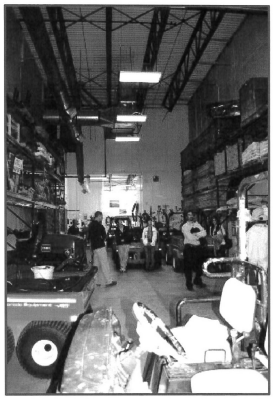


Artificial Turf Maintenance ($5000-20,000+ annually)

- Removal of debris
  - Junk-metal, wood, droppings, other trash
- Reducing compaction
- Reducing migration of granules
- Adding/replacing infill
- Brushing to decrease wear patterns
- Cleansing/disinfecting the surface
  - Biohazards-blood, spit, urine, vomit

Artificial Turf Maintenance

- Removal of weeds
- Irrigation to reduce temperatures
- Irrigation to control particulates
- Irrigation to clean surface
- Maintaining drainage
- Repairing ripped seams and damage
- Removal of paint
- Static control



Irrigation of Artificial Turfgrass

- In arid climates especially, irrigation is required to keep playing surfaces cool enough to be safe
  - 2020 New Mexico State University study found that keeping artificial turf cool enough for play required the same amount of irrigation as a natural grass field
  - 2015 Pennsylvania State University study found that ¾" of irrigation should be applied to artificial turf *per event* to maintain safe playing temperature
- Additional irrigations are required for cleaning artificial turf fields

Natural Grass Maintenance ($5500-8000 annually)

- Water, fertilizer, pesticides
- Paints/dyes
- Aeration
- Mowing
- Sodding and over-seeding



Lifespan and Disposal

- Typical artificial field must be replaced every 8-10 years (USU's Romney Stadium and University of Utah's Rice Eccles Stadium, <8 yrs)
- Natural grass fields viable for at least twice that
- Disposal costs of artificial turf fields
  - $1.75-2.25 per square foot (85K sq. foot field)
  - Transportation
  - Landfill fees
  - Limited recycling facilities
  - Environmental handling costs

Standards of Comparison

- Life cycle costs
  - Installation
  - Maintenance
  - Disposal
- ***Human health considerations***
- Environmental considerations

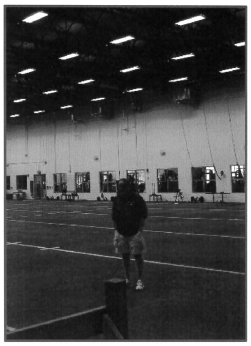


Human Health Considerations

- Injury (orthopedic injuries)
  - More torque, velocity and traction on **artificial surfaces**=more muscle strains/spasms, ACL tears, concussions, turf burns, "turf toe", increased soreness
  - Irregularity of surface on **natural turf**=more concussions
  - Changing surface texture over time is concern for both

Human Health Considerations

- Injury research considerations
  - Shoes
  - Environmental conditions
  - Different synthetic turfs and natural grasses
  - Age of surfaces
  - Levels of maintenance
  - Uses of fields



Human Health Considerations

- Peer reviewed research (orthopedic injury)
  - Some research has found overall higher injury rate on in-fill synthetic turf is not higher
  - 2012 Amer. Journal of Sports Medicine study
    - Overall knee sprains 22% higher (on FieldTurf)
    - Overall ankle sprains 22% higher
    - ACL sprains 67% higher
    - Eversion ankle sprains 31% higher
  - 2004-2014 U.S. NCAA Football League study
    - PCL and ACL injury rates higher on synthetic turf
  - 2018 Amer. Journal of Sports Medicine study
    - 16% increase in lower extremity injuries on synthetic turf

Human Health Considerations

- Peer reviewed research (orthopedic injury)
  - 2023 Amer. Journal of Sports Medicine review study of literature between 1972 and 2020
    - Higher rate of injury on artificial turf both old and new generation
    - Knee and hip injuries similar with exception of elite-level football where athletes are predisposed to more knee injury on artificial turf
    - Only a few articles reported higher injury rates on natural grass, and these were all funded by the artificial turf industry

Human Health Considerations

- Injury
  - Rubber toxicity (Al, Cd, Cr, Cu, Fe, Mg, Mn, Mb, Sn, Su, Zn)
  - Fine particle inhalation/fire concern
  - Silicosis-lung inflammation, scarring, nodules
  - Skin and lung concerns-allergic or toxic dermatitis, asthma
  - Cancer concerns due to inhalation, ingestion, and dermal contact

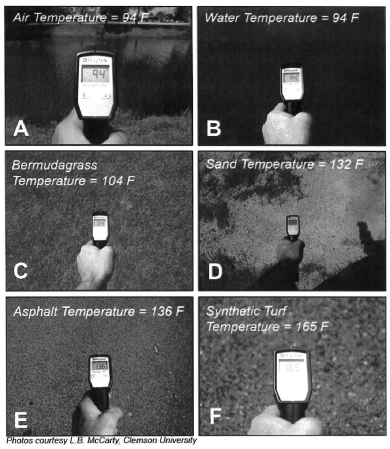
Human Health Considerations

- Injury (bacterial infection)
  - Indoor methicillin-resistant *S. aureus* incidence (MRSA) on artificial turf reduced with detergent and surfactant applications
  - Outdoor MRSA survival rates lowered by UV light and high temperatures
  - Outdoor MRSA survival rate on commonly used natural grass was comparable to artificial turf with no disinfectants required

Human Health Considerations

Source	Surface Temperature
Fresenberg, U of MO	173° F (98° F air temp)
Williams, BYU	156° F
Penn State, CSSR	140-152° F (88-99° F air temp)

- Generally, 50-104° F hotter than natural grass under sun exposure
- Effect is particularly acute in arid and semi-arid climates



Photos courtesy L.B. McCarty, Clemson University

Human Health Considerations

Surface	Average Temperature	Maximum Temperature
Synthetic soccer field	117º F	157º F
Synthetic football field	117º F	156º F
Natural grass	78º F	89º F
Concrete	94º F	*
Asphalt	110º F	*
Bare soil	98º F	*

Brigham Young University, TPI, 2010

Human Health Considerations

- Per- and Polyfluoroalkyl Substances (PFAS)
  - "Forever chemicals" due to persistence in the environment
    - Numerous human health concerns
  - Recent studies have identified the presence of PFAS in synthetic turf (fibers and backing)
  - Elevated PFAS has been found on players' hands after play on artificial turf
  - Environmental leaching and disposal risks also exist

Standards of Comparison

- Financial considerations
  - Installation
  - Maintenance
  - Disposal
- Human health considerations
- ***Environmental considerations***



Environmental Considerations

- Leaching of metals from crumb rubber in-fill (**Zn, Al, Mg, Fe**, Pb, Ba, Co, Cu, Sr)
- Highest leaching was for **Zn**, followed by Fe, Sr, Al, Mn and Ba.
- Toxicity to aquatic organisms (bacteria, fish, algae, invertebrates) from leachate found, particularly following installation
- Toxicity to surrounding soils
- Significant micro- and nano-plastics released during decomposition

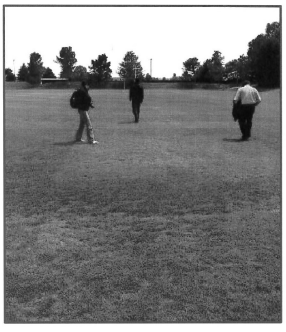
Benefits of Natural Grass

- Ecosystem services
- Improved mental health, social and community stability
- Improved work productivity
- Overall improved quality of life
- Improved hospital patient recovery



Benefits of Natural Grass

- Oxygen production
- Urban heat dissipation
- Dust/smog control
- Water filtration
- Storm water capture
- Reduced air pollution
- Noise abatement
- Fire prevention



Benefits of Artificial Turf

- Applicability in conditions adverse to natural grass
- Traffic tolerance
- Suitable for roof-top gardens and pool surrounds
- May incorporate fiber-optic lighting (advertisements)



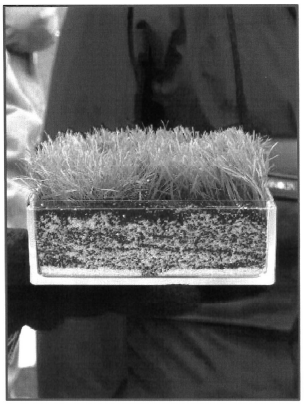
Professional Use Today

- NFL (32 stadiums)
  - 18 natural grass
  - 14 artificial turf
- MLB (30 stadiums)
  - 25 natural grass
  - 5 artificial turf



Summary

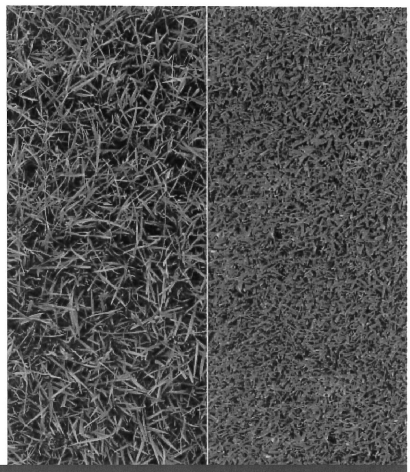
- Life cycle costs
  - Higher for artificial turf
  - Industry acknowledges recycling gap/disposal costs
- Human health considerations
- Environmental considerations



Thank you for your attention!

Questions?

kelly.kopp@usu.edu



SNWA Board of Directors

100 N City Parkway, Seventh Floor, Las Vegas, NV

September 17, 2026

I'd like to respectfully request that Item #5 be pulled from the Consent Agenda to allow for further discussion. We all agree that water conservation is necessary! But aside from the health and safety concerns with artificial turf, which have been well documented and presented to this Board for the record, I do not believe the City of Las Vegas, nor other municipalities and organizations fully understand the ongoing financial implications of replacing cool, natural grass on their park athletic fields with costly plastic turf.

Your rebate incentives only cover up to 50% of initial installation cost. It will not cover any part of on-going maintenance and replacement. If these plastic athletic fields are properly maintained, cleaned and cooled by water cannons, as is required to keep them at a safe, usable temperature in the desert heat, there go a large portion of your proclaimed water savings. So those issues and their associated costs are rarely mentioned, and the required maintenance of synthetic turf is rarely implemented. Water savings are over-estimated, and long term costs are not even part of the conversation.

Your one-time rebate incentives will also not be around to cover the major cost of replacing this synthetic turf every 8-10 years, as will be needed. Because its replacement cost is so high, AI estimates the 20 year total cost of one synthetic athletic field at over $1 million MORE than the cost of that same field with natural grass.

In fact, a 7/2/25 presentation to the CCSD Board of Trustees regarding their athletic field conversions estimated a 20-year $1.2 million ADDITIONAL cost PER FIELD of synthetic turf vs. grass. The 20 year cost of synthetic fields was initially presented as a lower 19 year cost which omitted field replacement costs in year 20, which will be necessary. *(See Attachment page 1).* The actual 20 year estimate *(See Attachment page 2)* shows an additional cost of over $1.2M MORE PER FIELD than those same grass fields. The point is, a 20 year additional cost of over $1 million per field creates a huge long-term financial burden on the communities that take advantage of your functional turf rebates. A cost which I do not believe can be justified by the amount of water saved.

I encourage you to do the right thing, and pause on this interlocal agreement until the ramifications of these costly turf conversions are acknowledged and better understood by the entities you are incentivizing to achieve your goals.

Diane Henry

Member, Water Fairness Coalition

rechenry@aol.com

hm/fax 702-253-6330

CCSD Board of Trustees
2832 E. Flamingo Road, Las Vegas, NV 89121
January 8, 2026

Superintendent Ebert, Chair, Vice Chair and Board Members,

Thank you for allowing me to speak on Item 4.04. I have not been able to find any public information on exactly what this $200 million in Bonds for Facilities is going to be used for. Its file attachment does not include Supporting Documents, but is merely about the Notice for this Public Hearing. And when I looked for what you require of your "Priority 4 Goal of Fiscal Management" which applies to this Agenda Item, I was merely sent to a list of meeting items that reference that goal. A website search, or even clicking on an applicable Agenda Item provides no further information, but merely sends one back to the Agenda. I believe you deserve a failing grade as far as fiscal transparency.

Please correct me if I am wrong, but I assume some of these bonds will be used for artificial turf athletic field conversions or maintenance. Which comes at a much higher cost than your former grass fields. A conservative estimate I presented at your July 2, 2025 Meeting, originally based on a misleading graph from your Facilities presentation, was corrected to an ADDITIONAL $1.2 million PER FIELD for turf vs grass over a 20 year timeline. That is not chump change, we are talking about a LARGE number of fields! But according to that presentation, it was at least good to hear that turf fields do not compete for funding with expenses like teachers' salaries. However athletic fields DO compete for limited resources with other, arguably more urgent, facilties expenses such as HVAC and Security.

I applauded you for pausing turf field conversions last summer, and listening to presentations by both the Water Fairness Coalition and SNWA on the pros and cons of turf fields. But then field conversions resumed. Based on what I know of the pitfalls of plastic turf, no matter what its in-fill material (its high heat index, toxic emissions, over-stated water savings if fields are appropriately cooled by water cannons for student health and safety, increased incidence of head trauma and concussions, as well as much higher installation costs) I was disappointed to hear that these concerns continue to be overlooked by this Board.

Respectfully,

Diane Henry

District F Resident

rechenry@aol.com

home / fax: 702-253-6330

Attachments: CCSD Board 7-2-25, Diane Henry Public Comment; 7-2-25 CCSD Annual Cost of Install and Maintenance on Turf Versus Sod Field; 7-2-25 CCSD Annual Cost of Install and Maintenance on Turf Versus Sod Field, Revised by Diane Henry

CCSD Board of Trustees
2832 E. Flamingo Road, Las Vegas, NV 89121
July 2, 2025

Regarding the problems with artificial turf, I hope you will allow me to refresh your memory on some history regarding CCSD's prior use of synthetic turf fields. In 2019, Darcy Spears and Channel 13 News Investigates uncovered serious issues with the poor condition of artificial turf fields at 5 local high schools. *("Las Vegas high school football fields flagged for fouls", Darcy Spears, 9-12-19, https://www.ktnv.com/news/investigations/high-school-football-fields-flagged-for-fouls).* This prompted the fields to be shut down for the season at Rancho and Clark High Schools until the turf could be replaced. Fields at three other schools were also scheduled for replacement.

Compared to the prior natural grass, concussions and brain injuries on these fields increased 300% due to this unforgiving hard surface. G-Max tests, which measure impact when an object hits a surface, showed Rancho had readings of 240 and 250. Anything over 200 G's is considered unsafe.

Issues were also beginning to surface about the toxicity of the crumb rubber infill being used at the time. Nationwide lawsuits were being filed. Municipalities began to ban it. We now have clear evidence it was a health and safety hazard. And while the newer types of plastic turf no longer have the highly toxic fill from years past, the newer coir, fiber and sand infill eventually breaks down and comes with dust and inhalation hazards of its own. And no matter the infill used, this material is still made from synthetic chemicals and plastics. Our children should not be exposed to potential carcinogens, microplastics, growth inhibiting chemicals, and other health hazards.

Constant maintenance is required to combat the mold and bacteria growth which makes these artificial surfaces even less healthy. But that requires water, which negates much of the water and cost savings you are hoping to achieve by spending tens of millions of dollars replacing these fields. As far as cost savings, this turf has a limited lifespan and it cannot be recycled.

Natural grass is cool and forgiving. But plastic turf gets as hot as asphalt in the sun and continues to cause problems such as heat exhaustion, burns and abrasion injuries due to skin contact. Asthma and breathing problems have been reported.

Many NFL teams, including the Raiders, refuse to use artificial turf on their playing fields. Why must we expose our children to it?

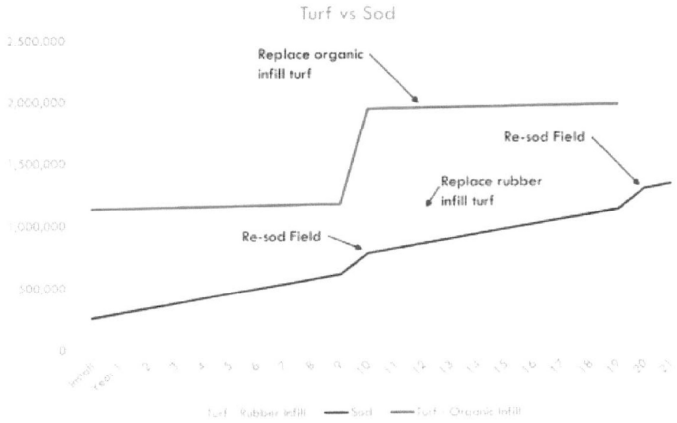
Diane Henry

District F Resident

rechenry@aol.com

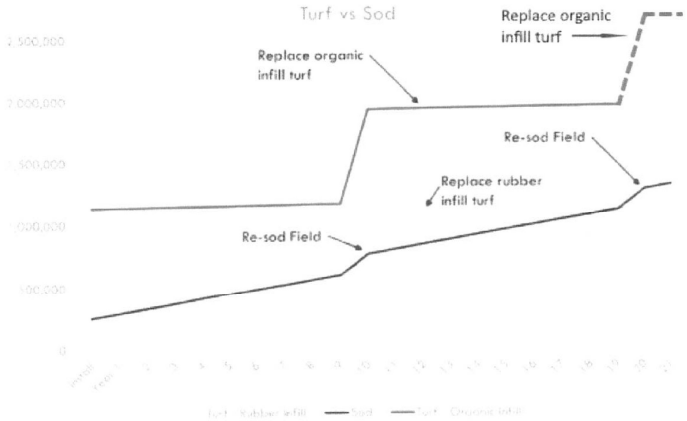
hm/fax 702-253-6330

ANNUAL COST OF INSTALL AND MAINTENANCE ON TURF VERSUS SOD FIELD



CCSD

ANNUAL COST OF INSTALL AND MAINTENANCE ON TURF VERSUS SOD FIELD



CCSD

REVISED BY:
Diane Henry
rechenry@aol.com
7/5/25

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

November 19, 2026

Subject:
SNWS Annual Operating Plan

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

Recommendations:
That the Board of Directors adopt the Annual Operating Plan for the Southern Nevada Water System.

Fiscal Impact:
None by approval of the above recommendation.

Background:
The 2019 Amended Facilities and Operations Agreement between the Authority and Southern Nevada Water System (SNWS) Purveyor Members requires the Authority to maintain in effect, and revise at least annually, an operating plan for the SNWS. The attached Annual Operating Plan (Plan) for the period of January 1, 2027, through December 31, 2029, was developed jointly between the SNWS Purveyor Members and Authority staff.

The Plan establishes key operational parameters for SNWS that ensure water-delivery requirements of the SNWS Purveyor Members are met. These requirements are specified in the Plan as targets for maximum and average daily flows, residual chlorine concentration, and hydraulic grade lines at the turnouts to the water systems of the SNWS Purveyor Members.

The Plan has been reviewed and approved by the SNWS Work Group, which consists of one representative from the Authority, one representative from each SNWS Purveyor Member, and one representative from each non-purveyor member contract user receiving delivery of water through the SNWS, currently Nellis Air Force Base.

This action is authorized pursuant to Section 3.1 of the Authority's 2019 Amended Facilities and Operations Agreement. The office of the General Counsel has reviewed and approved this agenda item.

JJE:CNP:ZLM:eb
Attachment: 2027 Annual Operating Plan

AGENDA ITEM # 2

2027 Annual Operating Plan

SOUTHERN NEVADA WATER SYSTEM



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

Low Lake Level Pumping Station (Cover)
Lake Mead National Recreation Area (Inside Cover)





SOUTHERN NEVADA WATER AUTHORITY

BOARD OF DIRECTORS

Marilyn Kirkpatrick, Chair
Las Vegas Valley Water District

Dan Stewart, Vice Chair
City of Henderson

Scott Black
City of North Las Vegas

Olivia Diaz
City of Las Vegas

James Gibson
Big Bend Water District

Justin Jones
Clark County Water Reclamation District

Steve Walton
City of Boulder City

John J. Entsminger
General Manager



River Mountains Water Treatment Facility



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 system.

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.

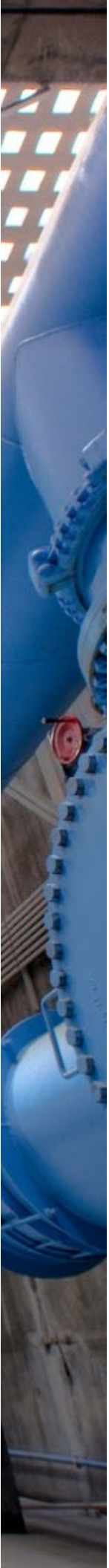
Ensure organizational efficiency and manage financial resources to provide maximum customer value.

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.



River Mountains Water Treatment Facility



INTRODUCTION

The Southern Nevada Water Authority (SNWA) serves as the wholesale water provider for Southern Nevada's largest municipal water providers. The 2027-2029 Annual Operating Plan establishes expected operating targets to guide coordination between SNWA and local water purveyors in meeting projected demands over the stated planning horizon.

The 2019 Amended Facilities and Operations Agreement requires the SNWA to maintain and revise an annual operating plan for the Southern Nevada Water System (SNWS), which includes SNWA water facilities that access, treat and deliver Colorado River water from Lake Mead to the following purveyors, known as the SNWS Purveyor Members:

- City of Henderson
- City of North Las Vegas
- City of Boulder City
- Las Vegas Valley Water District

The current plan was developed by SNWA staff and SNWS Purveyor Members and is effective from January 1, 2027, through December 31, 2029. The plan establishes key water-delivery requirements to guide SNWA operation of the SNWS so that the water deliveries meet criteria established by the purveyors. As further detailed below, these requirements include specified targets for maximum and average daily flows, hydraulic grade lines and chlorine concentrations.

The plan includes the purveyors' best estimate of projected water demands for the three-year planning horizon under normal operating conditions. The SNWA plans to meet these demands at the desired chlorine concentrations and hydraulic grade lines. Plan estimates have been reviewed and approved by the SNWS Work Group, which consists of one SNWA representative, one representative from each SNWS Purveyor Member and one representative from each non-purveyor member contract user that receives water deliveries from the SNWS. At present, other contract users include Nellis Air Force Base.

MAXIMUM AND AVERAGE FLOWS

Purveyors have requested maximum and average daily flows by month for each of their delivery turnouts for 2027 through 2029. These flows are within system capacity. (Figure 1.1)

HYDRAULIC GRADE LINES

Purveyors have requested hydraulic grade lines at each of their delivery turnouts to ensure adequate system pressure under normal conditions. The SNWA plans to deliver water within the requested parameters. (Figure 2.1)

CHLORINE CONCENTRATIONS

Water from Lake Mead is treated with small quantities of chlorine as it is withdrawn, to deter invasive quagga mussels, which do not impact water quality but can plug pumping equipment and pipelines.

Water is then sent to either the Alfred Merritt Smith Water Treatment Facility or the River Mountains Water Treatment Facility, where it is treated with ozone to kill potentially harmful microscopic organisms that may be present. A multistage filtration system is then used to remove particles from the water.

As the water leaves the water treatment facilities, chlorine is added to maintain a residual concentration to maintain disinfection. The SNWA plans to meet the requested chlorine residuals at purveyor turnouts. (Figure 3.1)

CURRENT SYSTEM CAPACITY

Alfred Merritt Smith Water Treatment Facility. The Alfred Merritt Smith Water Treatment Facility and associated high-lift pumping system have a maximum treatment and delivery capacity of 600 million gallons per day (MGD). Pumping Station 1A,



which delivers potable water to Boulder City, has a nominal capacity of 20 MGD.

River Mountains Water Treatment Facility. The River Mountains Water Treatment Facility and associated pumping station have a maximum pumping capacity of 368 MGD.

Together, the Alfred Merritt Smith and River Mountain water treatment facilities have a maximum pumping capacity of 968 MGD.

ANNUAL WATER FLOW PROJECTIONS

Figure 1.1 lists the average and maximum daily flow in millions of gallons projected by SNWS Purveyor Members and Nellis Air Force Base for 2027-2029. Total average flows range from a low of 295.6 million gallons in January 2028 to a high of 469.8 million gallons in July 2027. Maximum day flows range from a low of 358.6 million gallons in December 2027 to a high of 533.8 million gallons in August 2027. Figures 1.2 through 1.4 provide water flow projections by agency turnout.

Figure 1.1 – Annual Water Flow Projection Summary (2027-2029)

2027	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec	
	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max
LVVWD	200.0	229.0	209.0	231.0	243.0	291.0	280.0	307.0	296.0	336.0	272.0	306.0	285.0	318.0	277.0	310.0	237.0	286.0	284.0	317.0	238.0	289.0	208.0	236.0
Henderson	58.5	65.9	61.3	65.4	69.4	72.8	73.6	77.2	93.8	96.6	107.0	109.9	116.2	123.8	114.4	129.3	95.7	103.8	84.4	92.8	67.2	72.6	58.1	61.7
North Las Vegas	35.9	53.6	37.0	55.0	43.0	63.4	46.8	62.3	51.3	67.2	53.1	71.5	56.1	73.3	58.8	77.6	51.5	68.0	48.6	64.4	42.2	59.5	37.5	54.5
Boulder City	2.0	8.4	2.6	7.9	4.2	9.4	6.8	8.9	9.0	12.3	10.7	12.6	11.4	14.9	11.1	14.2	10.3	13.1	7.5	10.5	4.1	7.9	1.9	4.1
Nellis	0.7	2.3	0.7	2.3	0.8	2.3	0.8	2.3	0.9	2.3	1.0	2.8	1.1	2.8	1.1	2.8	1.1	2.8	0.9	2.3	0.8	2.3	0.7	2.3
TOTAL	**297.0**	**359.2**	**310.6**	**361.6**	**360.4**	**438.9**	**408.0**	**457.7**	**450.9**	**514.4**	**443.7**	**502.8**	**469.8**	**532.8**	**462.5**	**533.8**	**395.6**	**473.7**	**425.4**	**486.9**	**352.3**	**431.3**	**306.1**	**358.6**

2028	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec	
	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max
LVVWD	199.0	229.0	203.0	230.0	241.0	289.0	279.0	306.0	303.0	340.0	264.0	298.0	282.0	316.0	275.0	308.0	235.0	285.0	284.0	318.0	236.0	281.0	209.0	241.0
Henderson	58.4	65.9	61.4	65.6	69.5	73.0	73.9	77.4	94.2	97.1	107.5	110.5	116.6	124.3	114.5	129.4	95.6	103.8	84.5	92.9	67.4	72.8	58.3	61.9
North Las Vegas	35.9	53.6	37.0	55.0	43.0	63.4	46.8	62.3	51.3	67.2	53.1	71.5	56.1	73.3	58.8	77.6	51.5	68.0	48.6	64.4	42.2	59.5	37.5	54.5
Boulder City	1.6	7.8	2.2	7.3	3.8	8.9	6.4	8.3	8.6	11.7	10.3	12.1	11.0	14.3	10.7	13.6	9.9	12.5	7.1	9.7	3.7	7.2	1.5	3.4
Nellis	0.7	2.3	0.7	2.3	0.8	2.3	0.8	2.3	0.9	2.3	1.0	2.8	1.1	2.8	1.1	2.8	1.1	2.8	0.9	2.3	0.8	2.3	0.7	2.3
TOTAL	**295.6**	**358.6**	**304.3**	**360.1**	**358.1**	**436.6**	**406.9**	**456.3**	**458.0**	**518.3**	**435.9**	**494.8**	**466.8**	**530.7**	**460.2**	**531.4**	**393.1**	**472.1**	**425.1**	**487.2**	**350.1**	**422.8**	**306.9**	**363.1**

2029	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec	
	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max
LVVWD	201.0	234.0	204.0	240.0	235.0	284.0	276.0	303.0	299.0	338.0	262.0	297.0	277.0	313.0	273.0	304.0	242.0	293.0	281.0	317.0	235.0	279.0	208.0	243.0
Henderson	59.4	67.0	62.4	66.6	70.6	74.2	75.0	78.6	95.7	98.7	109.2	112.2	118.5	126.3	116.4	131.5	97.2	105.5	85.8	94.3	68.5	74.0	58.8	62.4
North Las Vegas	35.9	53.6	37.0	55.0	43.0	63.4	46.8	62.3	51.3	67.2	53.1	71.5	56.1	73.3	58.8	77.6	51.5	68.0	48.6	64.4	42.2	59.5	37.5	54.5
Boulder City	1.2	7.3	1.8	6.6	3.4	8.2	6.0	7.6	8.2	11.0	9.9	11.5	10.6	13.7	10.3	13.0	9.5	11.9	6.7	9.1	3.3	6.6	1.1	2.8
Nellis	0.7	2.3	0.7	2.3	0.8	2.3	0.8	2.3	0.9	2.3	1.0	2.8	1.1	2.8	1.1	2.8	1.1	2.8	0.9	2.3	0.8	2.3	0.7	2.3
TOTAL	**298.1**	**364.2**	**305.9**	**370.5**	**352.8**	**432.1**	**404.6**	**453.8**	**455.1**	**517.2**	**435.2**	**495.0**	**463.3**	**529.1**	**459.6**	**528.8**	**401.2**	**481.1**	**423.0**	**487.1**	**349.8**	**421.3**	**306.0**	**365.0**

Totals may not equal the sum of individual values due to rounding. Values are expressed in millions of gallons and rounded to the nearest tenth. Months with the highest total average flows and highest maximum day flows each year are highlighted in orange.



Figure 1.2 – 2027 Water Flow Projection

LVVWD	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec	
	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max
Campbell	17.0	19.0	18.0	19.0	21.0	24.0	25.0	27.0	26.0	29.0	33.0	34.0	34.0	37.0	33.0	35.0	25.0	30.0	24.0	26.0	20.0	25.0	19.0	20.0
Stewart	16.0	18.0	17.0	18.0	19.0	22.0	23.0	25.0	25.0	27.0	30.0	30.0	30.0	30.0	30.0	30.0	25.0	27.0	24.0	26.0	19.0	23.0	17.0	20.0
Fayle	15.0	18.0	16.0	18.0	19.0	25.0	23.0	27.0	28.0	35.0	31.0	37.0	34.0	38.0	30.0	34.0	22.0	29.0	22.0	26.0	18.0	24.0	17.0	19.0
Broadbent	17.0	20.0	18.0	20.0	22.0	26.0	27.0	33.0	27.0	39.0	23.0	26.0	23.0	27.0	22.0	26.0	20.0	29.0	30.0	35.0	23.0	27.0	20.0	20.0
Charleston Heights	9.0	9.0	9.0	9.0	12.0	14.0	8.0	12.0	1.0	3.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	6.0	10.0	12.0	14.0	10.0	10.0
Carlton Square	11.0	13.0	12.0	13.0	15.0	21.0	21.0	23.0	24.0	30.0	20.0	25.0	23.0	28.0	21.0	26.0	17.0	21.0	23.0	25.0	16.0	21.0	12.0	14.0
Decatur/Tropical	11.0	13.0	12.0	13.0	16.0	20.0	21.0	23.0	21.0	24.0	15.0	20.0	16.0	21.0	15.0	21.0	11.0	16.0	20.0	24.0	14.0	16.0	11.0	13.0
Warm Springs	88.0	99.0	90.0	100.0	96.0	112.0	109.0	110.0	116.0	119.0	95.0	104.0	99.0	106.0	100.0	107.0	92.0	104.0	110.0	118.0	94.0	113.0	85.0	100.0
Bermuda	16.0	20.0	17.0	21.0	23.0	27.0	23.0	27.0	28.0	30.0	25.0	30.0	26.0	31.0	26.0	31.0	25.0	30.0	25.0	27.0	22.0	26.0	17.0	20.0
Linden	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TOTAL	**200.0**	**229.0**	**209.0**	**231.0**	**243.0**	**291.0**	**280.0**	**307.0**	**296.0**	**336.0**	**272.0**	**306.0**	**285.0**	**318.0**	**277.0**	**310.0**	**237.0**	**286.0**	**284.0**	**317.0**	**238.0**	**289.0**	**208.0**	**236.0**

HENDERSON	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec	
	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max
Black Mountain	6.4	7.2	6.4	6.8	7.1	7.4	7.7	8.1	9.0	9.3	9.7	10.0	10.6	11.3	11.4	12.9	10.4	11.2	9.0	9.9	6.2	6.7	6.8	7.2
Equestrian	3.1	3.5	3.2	3.4	3.6	3.8	3.9	4.1	4.6	4.7	4.9	5.1	5.2	5.5	5.1	5.7	4.4	4.8	4.8	5.3	3.7	4.0	3.2	3.4
College	4.5	5.1	4.9	5.3	5.3	5.6	4.5	4.7	5.7	5.8	6.5	6.7	7.2	7.7	7.0	7.9	6.0	6.5	5.2	5.7	3.9	4.2	3.7	3.9
Parkway	14.9	16.8	16.1	17.1	21.1	22.1	22.0	23.1	27.4	28.2	30.3	31.1	32.9	35.0	33.3	37.7	28.4	30.8	25.1	27.6	18.6	20.0	17.4	18.4
Horzon Ridge	11.3	12.8	12.1	12.9	15.0	15.7	15.4	16.2	19.5	20.1	24.2	24.8	24.5	26.1	23.6	26.7	18.9	20.5	17.2	18.9	14.6	15.8	11.4	12.1
Gibson/Galleria	7.3	8.3	7.3	7.7	3.9	4.1	5.3	5.6	7.1	7.3	7.9	8.1	9.6	10.2	8.0	9.0	5.7	6.2	5.5	6.0	6.8	7.3	4.3	4.6
PP No. 3 (HTT R2)	4.9	5.6	4.8	5.2	5.9	6.2	7.2	7.6	8.6	8.9	8.6	8.9	9.8	10.4	9.4	10.6	8.0	8.7	6.7	7.4	6.0	6.5	4.5	4.8
North/Magic	2.4	2.7	2.5	2.7	3.3	3.4	3.3	3.5	7.2	7.4	8.7	9.0	9.8	10.4	9.5	10.8	7.3	7.9	5.3	5.8	3.6	3.9	3.1	3.3
Foothills	3.5	4.0	3.9	4.2	4.3	4.5	4.2	4.4	4.8	4.9	6.1	6.3	6.7	7.2	7.1	8.0	6.6	7.2	5.6	6.2	3.9	4.2	3.8	4.0
COH Bermuda	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
COH Calico Ridge	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TOTAL	**58.5**	**65.9**	**61.3**	**65.4**	**69.4**	**72.8**	**73.6**	**77.2**	**93.8**	**96.6**	**107.0**	**109.9**	**116.2**	**123.8**	**114.4**	**129.3**	**95.7**	**103.8**	**84.4**	**92.8**	**67.2**	**72.6**	**58.1**	**61.7**

NORTH LAS VEGAS	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec	
	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max
6B/6C	4.1	6.5	4.9	8.0	6.3	10.2	7.8	10.5	8.7	11.0	9.0	12.0	9.5	12.5	10.0	13.0	9.0	12.5	8.7	11.0	6.3	10.2	4.9	8.0
Twin Lakes PS	0.4	1.8	0.6	1.6	0.5	1.9	0.6	1.5	0.6	2.0	0.6	2.0	0.6	2.0	0.6	2.0	0.6	1.5	0.6	1.5	0.6	1.5	0.6	1.5
Carlton Square	6.5	9.9	5.9	10.3	5.3	8.9	4.1	6.3	4.7	7.4	5.5	9.0	6.0	9.5	6.5	10.0	6.5	10.0	6.0	9.5	5.3	9.0	5.3	9.0
Grand Teton	13.5	15.5	14.3	16.7	16.3	19.5	16.8	19.3	19.1	20.9	19.1	21.7	19.5	22.1	19.5	24.0	16.5	19.5	16.3	19.2	14.6	17.7	13.9	15.6
Deer Springs	4.1	7.3	3.6	5.7	6.6	9.9	8.0	10.2	8.2	11.3	8.4	12.0	8.5	12.2	9.0	12.5	6.5	8.9	6.0	8.5	5.8	8.0	5.5	7.9
Decatur Moccasin	7.3	12.6	7.7	12.7	8.0	13.0	9.5	14.5	10.0	14.6	10.5	14.8	12.0	15.0	13.2	16.1	12.4	15.6	11.1	14.7	9.6	13.1	7.3	12.6
TOTAL	**35.9**	**53.6**	**37.0**	**55.0**	**43.0**	**63.4**	**46.8**	**62.3**	**51.3**	**67.2**	**53.1**	**71.5**	**56.1**	**73.3**	**58.8**	**77.6**	**51.5**	**68.0**	**48.6**	**64.4**	**42.2**	**59.5**	**37.5**	**54.5**

BOULDER CITY	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec	
	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max
Hemenway	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
PS No. 7	0.2	4.7	0.4	3.5	1.2	3.8	2.3	3.3	3.3	4.0	3.9	4.0	4.0	4.5	4.0	4.3	3.5	4.2	2.4	3.0	1.1	3.1	0.5	1.7
PS No. 7B	1.3	2.2	1.6	2.5	1.5	1.9	2.0	2.3	2.3	3.3	2.6	3.0	3.0	3.6	2.9	3.3	2.5	2.9	2.1	3.0	1.6	2.2	1.1	1.3
Park Service	0.1	0.1	0.1	0.1	0.1	0.2	0.1	0.2	0.1	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.1	0.1	0.1	0.1	0.1	0.1
BC Raw Water PS	0.4	1.5	0.5	1.8	1.3	3.5	2.4	3.1	3.2	4.9	4.0	5.5	4.3	6.7	4.0	6.4	4.2	5.7	2.9	4.3	1.3	2.6	0.3	1.0
TOTAL	**2.0**	**8.4**	**2.6**	**7.9**	**4.2**	**9.4**	**6.8**	**8.9**	**9.0**	**12.3**	**10.7**	**12.6**	**11.4**	**14.9**	**11.1**	**14.2**	**10.3**	**13.1**	**7.5**	**10.5**	**4.1**	**7.9**	**1.9**	**4.1**

NELLIS	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec	
	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max
Nelllis 6B	0.7	2.3	0.7	2.3	0.8	2.3	0.8	2.3	0.9	2.3	1.0	2.8	1.1	2.8	1.1	2.8	1.1	2.8	0.9	2.3	0.8	2.3	0.7	2.3

Totals may not equal the sum of individual values due to rounding. Values are expressed in millions of gallons and rounded to the nearest tenth.



Figure 1.3 – 2028 Water Flow Projection

LVVWD	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec	
	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max
Campbell	17.0	19.0	17.0	19.0	21.0	24.0	25.0	27.0	27.0	30.0	32.0	33.0	34.0	37.0	33.0	35.0	25.0	30.0	24.0	26.0	20.0	25.0	19.0	20.0
Stewart	16.0	18.0	17.0	18.0	19.0	22.0	23.0	25.0	25.0	27.0	30.0	30.0	30.0	30.0	30.0	30.0	25.0	27.0	24.0	26.0	19.0	23.0	17.0	20.0
Fayle	15.0	18.0	15.0	18.0	19.0	25.0	23.0	27.0	29.0	36.0	30.0	36.0	33.0	38.0	30.0	34.0	22.0	29.0	22.0	26.0	18.0	23.0	17.0	19.0
Broadbent	17.0	20.0	17.0	20.0	22.0	26.0	27.0	33.0	28.0	39.0	22.0	25.0	23.0	27.0	22.0	26.0	20.0	29.0	30.0	35.0	22.0	26.0	20.0	20.0
Charleston Heights	9.0	9.0	9.0	9.0	12.0	14.0	8.0	12.0	1.0	3.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	6.0	10.0	12.0	14.0	10.0	10.0
Carlton Square	11.0	13.0	11.0	13.0	15.0	21.0	21.0	23.0	25.0	30.0	19.0	24.0	23.0	28.0	21.0	26.0	17.0	21.0	23.0	25.0	16.0	20.0	12.0	13.0
Decatur/Tropical	11.0	13.0	11.0	13.0	16.0	20.0	21.0	23.0	22.0	24.0	14.0	19.0	16.0	21.0	15.0	21.0	11.0	16.0	20.0	24.0	14.0	15.0	11.0	12.0
Warm Springs	87.0	99.0	89.0	99.0	95.0	111.0	108.0	109.0	117.0	120.0	93.0	102.0	98.0	105.0	99.0	106.0	91.0	103.0	110.0	119.0	93.0	110.0	86.0	108.0
Bermuda	16.0	20.0	17.0	21.0	22.0	26.0	23.0	27.0	29.0	31.0	24.0	29.0	25.0	30.0	25.0	30.0	24.0	30.0	25.0	27.0	22.0	25.0	17.0	19.0
Linden	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TOTAL	**199.0**	**229.0**	**203.0**	**230.0**	**241.0**	**289.0**	**279.0**	**306.0**	**303.0**	**340.0**	**264.0**	**298.0**	**282.0**	**316.0**	**275.0**	**308.0**	**235.0**	**285.0**	**284.0**	**318.0**	**236.0**	**281.0**	**209.0**	**241.0**

HENDERSON	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec	
	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max
Black Mountain	6.4	7.3	6.5	6.9	7.1	7.5	7.8	8.2	9.1	9.4	9.8	10.1	10.7	11.4	11.5	13.0	10.5	11.4	9.1	10.0	6.2	6.7	6.8	7.3
Equestrian	3.3	3.7	3.4	3.6	3.8	4.0	4.1	4.3	4.8	5.0	5.2	5.3	5.4	5.8	5.3	6.0	4.6	5.0	5.1	5.6	3.9	4.2	3.3	3.5
College	4.6	5.2	5.1	5.4	5.5	5.7	4.6	4.9	5.8	6.0	6.7	6.9	7.4	7.9	7.2	8.1	6.2	6.7	5.3	5.9	4.0	4.3	3.8	4.1
Parkway	15.0	16.9	16.2	17.3	21.3	22.3	22.3	23.3	27.6	28.5	30.6	31.4	33.2	35.4	33.7	38.0	28.7	31.1	25.3	27.8	18.7	20.2	17.5	18.6
Horzon Ridge	11.5	12.9	12.2	13.1	15.1	15.9	15.6	16.3	19.7	20.3	24.4	25.1	24.8	26.4	23.9	27.0	19.1	20.8	17.4	19.1	14.7	15.9	11.5	12.2
Gibson/Galleria	7.5	8.5	7.4	7.9	4.0	4.2	5.4	5.7	7.2	7.4	8.1	8.3	9.8	10.4	8.1	9.2	5.8	6.3	5.6	6.2	6.9	7.5	4.4	4.6
PP No. 3 (HTT R2)	3.6	4.1	3.3	3.5	4.0	4.2	5.0	5.2	5.9	6.1	5.8	5.9	6.5	7.0	6.4	7.2	5.4	5.9	4.5	5.0	4.1	4.4	3.1	3.3
North/Magic	2.5	2.8	2.6	2.8	3.4	3.5	3.4	3.6	7.4	7.6	9.0	9.2	10.1	10.7	9.8	11.1	7.5	8.1	5.4	6.0	3.7	4.0	3.2	3.4
Foothills	2.1	2.4	2.2	2.4	2.3	2.4	2.0	2.1	2.3	2.4	3.1	3.2	3.3	3.5	3.7	4.2	3.6	3.9	3.0	3.3	1.9	2.1	2.0	2.1
COH Bermuda	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
COH Calico Ridge	1.9	2.1	2.5	2.7	3.1	3.3	3.7	3.9	4.3	4.4	4.9	5.0	5.5	5.9	4.9	5.5	4.3	4.7	3.7	4.1	3.1	3.3	2.5	2.7
TOTAL	**58.4**	**65.9**	**61.4**	**65.6**	**69.5**	**73.0**	**73.9**	**77.4**	**94.2**	**97.1**	**107.5**	**110.5**	**116.6**	**124.3**	**114.5**	**129.4**	**95.6**	**103.8**	**84.5**	**92.9**	**67.4**	**72.8**	**58.3**	**61.9**

NORTH LAS VEGAS	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec	
	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max
6B/6C	4.1	6.5	4.9	8.0	6.3	10.2	7.8	10.5	8.7	11.0	9.0	12.0	9.5	12.5	10.0	13.0	9.0	12.5	8.7	11.0	6.3	10.2	4.9	8.0
Twin Lakes PS	0.4	1.8	0.6	1.6	0.5	1.9	0.6	1.5	0.6	2.0	0.6	2.0	0.6	2.0	0.6	2.0	0.6	1.5	0.6	1.5	0.6	1.5	0.6	1.5
Carlton Square	6.5	9.9	5.9	10.3	5.3	8.9	4.1	6.3	4.7	7.4	5.5	9.0	6.0	9.5	6.5	10.0	6.5	10.0	6.0	9.5	5.3	9.0	5.3	9.0
Grand Teton	13.5	15.5	14.3	16.7	16.3	19.5	16.8	19.3	19.1	20.9	19.1	21.7	19.5	22.1	19.5	24.0	16.5	19.5	16.3	19.2	14.6	17.7	13.9	15.6
Deer Springs	4.1	7.3	3.6	5.7	6.6	9.9	8.0	10.2	8.2	11.3	8.4	12.0	8.5	12.2	9.0	12.5	6.5	8.9	6.0	8.5	5.8	8.0	5.5	7.9
Decatur Moccasin	7.3	12.6	7.7	12.7	8.0	13.0	9.5	14.5	10.0	14.6	10.5	14.8	12.0	15.0	13.2	16.1	12.4	15.6	11.1	14.7	9.6	13.1	7.3	12.6
TOTAL	**35.9**	**53.6**	**37.0**	**55.0**	**43.0**	**63.4**	**46.8**	**62.3**	**51.3**	**67.2**	**53.1**	**71.5**	**56.1**	**73.3**	**58.8**	**77.6**	**51.5**	**68.0**	**48.6**	**64.4**	**42.2**	**59.5**	**37.5**	**54.5**

BOULDER CITY	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec	
	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max
Hemenway	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
PS No. 7	0.1	4.3	0.3	3.3	1.1	3.7	2.2	3.1	3.2	3.8	3.8	3.9	3.9	4.4	3.9	4.2	3.4	4.1	2.3	2.7	1.0	2.8	0.3	1.5
PS No. 7B	1.1	1.9	1.4	2.2	1.3	1.7	1.8	2.1	2.2	3.0	2.4	2.7	2.8	3.3	2.8	3.0	2.3	2.7	1.9	2.7	1.4	1.9	0.9	1.0
Park Service	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.2	0.1	0.1	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.1	0.1	0.1	0.1	0.1	0.1
BC Raw Water PS	0.3	1.5	0.4	1.6	1.2	3.3	2.3	2.9	3.1	4.7	3.9	5.3	4.2	6.5	3.8	6.2	4.1	5.6	2.8	4.1	1.2	2.4	0.2	0.8
TOTAL	**1.6**	**7.8**	**2.2**	**7.3**	**3.8**	**8.9**	**6.4**	**8.3**	**8.6**	**11.7**	**10.3**	**12.1**	**11.0**	**14.3**	**10.7**	**13.6**	**9.9**	**12.5**	**7.1**	**9.7**	**3.7**	**7.2**	**1.5**	**3.4**

NELLIS	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec	
	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max
Nellis 6B	0.7	2.3	0.7	2.3	0.8	2.3	0.8	2.3	0.9	2.3	1.0	2.8	1.1	2.8	1.1	2.8	1.1	2.8	0.9	2.3	0.8	2.3	0.7	2.3

Totals may not equal the sum of individual values due to rounding. Values are expressed in millions of gallons and rounded to the nearest tenth.



Figure 1.4 – 2029 Water Flow Projection

LVVWD	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec	
	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max
Campbell	17.0	19.0	17.0	20.0	21.0	24.0	25.0	27.0	27.0	30.0	32.0	33.0	34.0	37.0	33.0	35.0	25.0	30.0	24.0	26.0	20.0	25.0	19.0	20.0
Stewart	16.0	18.0	17.0	19.0	19.0	22.0	23.0	25.0	25.0	27.0	30.0	30.0	30.0	30.0	30.0	30.0	25.0	27.0	24.0	26.0	19.0	23.0	17.0	20.0
Fayle	15.0	19.0	15.0	19.0	18.0	25.0	23.0	27.0	29.0	36.0	30.0	36.0	33.0	38.0	30.0	34.0	23.0	30.0	22.0	26.0	18.0	23.0	17.0	19.0
Broadbent	17.0	20.0	17.0	22.0	21.0	25.0	27.0	33.0	28.0	39.0	22.0	25.0	22.0	27.0	22.0	26.0	21.0	30.0	30.0	35.0	22.0	26.0	20.0	20.0
Charleston Heights	9.0	9.0	9.0	10.0	12.0	14.0	8.0	12.0	1.0	3.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	6.0	10.0	12.0	14.0	10.0	10.0
Carlton Square	11.0	14.0	11.0	14.0	14.0	20.0	21.0	23.0	24.0	30.0	19.0	24.0	22.0	28.0	21.0	26.0	18.0	22.0	23.0	25.0	16.0	20.0	12.0	13.0
Decatur/Tropical	11.0	14.0	11.0	14.0	15.0	19.0	21.0	22.0	21.0	24.0	14.0	19.0	15.0	20.0	15.0	20.0	12.0	17.0	20.0	24.0	14.0	15.0	11.0	12.0
Warm Springs	88.0	100.0	90.0	100.0	94.0	110.0	106.0	108.0	116.0	119.0	92.0	101.0	97.0	104.0	97.0	104.0	93.0	106.0	108.0	118.0	92.0	109.0	85.0	109.0
Bermuda	17.0	21.0	17.0	22.0	21.0	25.0	22.0	26.0	28.0	30.0	23.0	29.0	24.0	29.0	25.0	29.0	25.0	31.0	24.0	27.0	22.0	24.0	17.0	20.0
Linden	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TOTAL	**201.0**	**234.0**	**204.0**	**240.0**	**235.0**	**284.0**	**276.0**	**303.0**	**299.0**	**338.0**	**262.0**	**297.0**	**277.0**	**313.0**	**273.0**	**304.0**	**242.0**	**293.0**	**281.0**	**317.0**	**235.0**	**279.0**	**208.0**	**243.0**

HENDERSON	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec	
	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max
Black Mountain	6.5	7.3	6.5	7.0	7.2	7.6	7.9	8.3	9.2	9.5	9.9	10.2	10.8	11.5	11.6	13.1	10.6	11.5	9.2	10.1	6.3	6.8	6.9	7.3
Equestrian	3.5	3.9	3.5	3.8	4.0	4.2	4.3	4.5	5.1	5.2	5.4	5.6	5.7	6.1	5.6	6.3	4.8	5.3	5.3	5.9	4.1	4.4	3.5	3.7
College	4.8	5.4	5.3	5.6	5.6	5.9	4.8	5.0	6.0	6.2	6.9	7.1	7.6	8.1	7.4	8.3	6.4	6.9	5.5	6.0	4.1	4.4	3.9	4.2
Parkway	15.2	17.1	16.4	17.5	21.5	22.6	22.5	23.6	27.9	28.8	30.9	31.7	33.5	35.7	34.0	38.4	28.9	31.4	25.6	28.1	18.9	20.4	17.3	18.4
Horzon Ridge	11.6	13.0	12.4	13.2	15.3	16.0	15.7	16.5	19.9	20.5	24.6	25.3	25.0	26.7	24.1	27.2	19.3	21.0	17.5	19.3	14.9	16.1	11.6	12.3
Gibson/Galleria	7.6	8.6	7.5	8.1	4.1	4.3	5.5	5.8	7.3	7.6	8.2	8.5	10.0	10.6	8.3	9.4	5.9	6.4	5.7	6.3	7.1	7.6	4.5	4.7
PP No. 3 (HTT R2)	3.7	4.1	3.4	3.6	4.1	4.3	5.1	5.3	6.0	6.2	5.9	6.0	6.7	7.1	6.5	7.4	5.5	6.0	4.6	5.1	4.2	4.5	3.2	3.4
North/Magic	2.6	2.9	2.7	2.8	3.5	3.6	3.5	3.7	7.6	7.9	9.2	9.5	10.4	11.1	10.1	11.4	7.7	8.4	5.6	6.1	3.8	4.2	3.3	3.5
Foothills	2.2	2.4	2.3	2.4	2.4	2.5	2.1	2.2	2.3	2.4	3.2	3.3	3.3	3.5	3.8	4.3	3.7	4.0	3.1	3.4	2.0	2.1	2.1	2.2
COH Bermuda	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
COH Calico Ridge	1.9	2.1	2.5	2.7	3.1	3.3	3.7	3.9	4.3	4.4	4.9	5.0	5.5	5.9	4.9	5.5	4.3	4.7	3.7	4.1	3.1	3.3	2.5	2.7
TOTAL	**59.4**	**67.0**	**62.4**	**66.6**	**70.6**	**74.2**	**75.0**	**78.6**	**95.7**	**98.7**	**109.2**	**112.2**	**118.5**	**126.3**	**116.4**	**131.5**	**97.2**	**105.5**	**85.8**	**94.3**	**68.5**	**74.0**	**58.8**	**62.4**

NORTH LAS VEGAS	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec	
	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max
6B/6C	4.1	6.5	4.9	8.0	6.3	10.2	7.8	10.5	8.7	11.0	9.0	12.0	9.5	12.5	10.0	13.0	9.0	12.5	8.7	11.0	6.3	10.2	4.9	8.0
Twin Lakes PS	0.4	1.8	0.6	1.6	0.5	1.9	0.6	1.5	0.6	2.0	0.6	2.0	0.6	2.0	0.6	2.0	0.6	1.5	0.6	1.5	0.6	1.5	0.6	1.5
Carlton Square	6.5	9.9	5.9	10.3	5.3	8.9	4.1	6.3	4.7	7.4	5.5	9.0	6.0	9.5	6.5	10.0	6.5	10.0	6.0	9.5	5.3	9.0	5.3	9.0
Grand Teton	13.5	15.5	14.3	16.7	16.3	19.5	16.8	19.3	19.1	20.9	19.1	21.7	19.5	22.1	19.5	24.0	16.5	19.5	16.3	19.2	14.6	17.7	13.9	15.6
Deer Springs	4.1	7.3	3.6	5.7	6.6	9.9	8.0	10.2	8.2	11.3	8.4	12.0	8.5	12.2	9.0	12.5	6.5	8.9	6.0	8.5	5.8	8.0	5.5	7.9
Decatur Moccasin	7.3	12.6	7.7	12.7	8.0	13.0	9.5	14.5	10.0	14.6	10.5	14.8	12.0	15.0	13.2	16.1	12.4	15.6	11.1	14.7	9.6	13.1	7.3	12.6
TOTAL	**35.9**	**53.6**	**37.0**	**55.0**	**43.0**	**63.4**	**46.8**	**62.3**	**51.3**	**67.2**	**53.1**	**71.5**	**56.1**	**73.3**	**58.8**	**77.6**	**51.5**	**68.0**	**48.6**	**64.4**	**42.2**	**59.5**	**37.5**	**54.5**

BOULDER CITY	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec	
	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max
Hemenway	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
PS No. 7	0.0	4.1	0.2	3.1	1.0	3.5	2.1	2.9	3.1	3.6	3.7	3.7	3.8	4.2	3.8	4.0	3.3	3.9	2.2	2.5	0.9	2.6	0.2	1.3
PS No. 7B	0.9	1.7	1.2	2.0	1.2	1.4	1.6	1.8	2.0	2.7	2.2	2.5	2.6	3.0	2.6	2.8	2.1	2.4	1.8	2.5	1.2	1.7	0.7	0.8
Park Service	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.2	0.1	0.1	0.1	0.1	0.2	0.2	0.2	0.2	0.2	0.2	0.1	0.1	0.1	0.1	0.1	0.1
BC Raw Water PS	0.1	1.5	0.3	1.4	1.1	3.1	2.2	2.7	3.0	4.5	3.8	5.1	4.0	6.3	3.7	6.1	3.9	5.4	2.6	3.9	1.1	2.2	0.0	0.7
TOTAL	**1.2**	**7.3**	**1.8**	**6.6**	**3.4**	**8.2**	**6.0**	**7.6**	**8.2**	**11.0**	**9.9**	**11.5**	**10.6**	**13.7**	**10.3**	**13.0**	**9.5**	**11.9**	**6.7**	**9.1**	**3.3**	**6.6**	**1.1**	**2.8**

NELLIS	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec	
	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max
Nellis 6B	0.7	2.3	0.7	2.3	0.8	2.3	0.8	2.3	0.9	2.3	1.0	2.8	1.1	2.8	1.1	2.8	1.1	2.8	0.9	2.3	0.8	2.3	0.7	2.3

Totals may not equal the sum of individual values due to rounding. Values are expressed in millions of gallons and rounded to the nearest tenth.



Hydraulic Grade Line Projections

Figure 2.1 details hydraulic grade lines by agency turnout for years 2027 through 2029.

Figure 2.1 – 2027-2029 Hydraulic Grade Lines

LVVWD	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec	
	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max
Campbell	1836	1846	1836	1846	1836	1846	1836	1846	1836	1846	1836	1846	1836	1846	1836	1846	1836	1846	1836	1846	1836	1846	1836	1846
Stewart	1973	1988	1973	1988	1973	1988	1973	1988	1973	1988	1973	1988	1973	1988	1973	1988	1973	1988	1973	1988	1973	1988	1973	1988
Fayle	2175	2187	2175	2187	2175	2187	2175	2187	2175	2187	2175	2187	2175	2187	2175	2187	2175	2187	2175	2187	2175	2187	2175	2187
Broadbent	2183	2191	2183	2191	2183	2191	2183	2191	2183	2191	2183	2191	2183	2191	2183	2191	2183	2191	2183	2191	2183	2191	2183	2191
Charleston Heights	2155	2162	2155	2162	2155	2162	2155	2162	2155	2162	2155	2162	2155	2162	2155	2162	2155	2162	2155	2162	2155	2162	2155	2162
Carlton Square	2208	2220	2208	2220	2208	2220	2208	2220	2208	2220	2208	2220	2208	2220	2208	2220	2208	2220	2208	2220	2208	2220	2208	2220
Decatur/Tropical	2527	2541	2527	2541	2527	2541	2527	2541	2527	2541	2527	2541	2527	2541	2527	2541	2527	2541	2527	2541	2527	2541	2527	2541
Warm Springs	2413	2428	2413	2428	2413	2428	2413	2428	2413	2428	2413	2428	2413	2428	2413	2428	2413	2428	2413	2428	2413	2428	2413	2428
Bermuda	2415	2427	2415	2427	2415	2427	2415	2427	2415	2427	2415	2427	2415	2427	2415	2427	2415	2427	2415	2427	2415	2427	2415	2427

CITY OF HENDERSON	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec	
	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max
Black Mountain	2230	2238	2230	2238	2230	2238	2230	2238	2230	2238	2230	2238	2230	2238	2230	2238	2230	2238	2230	2238	2230	2238	2230	2238
Equestrian	2232	2239	2232	2239	2232	2239	2232	2239	2232	2239	2232	2239	2232	2239	2232	2239	2232	2239	2232	2239	2232	2239	2232	2239
College	2494	2501	2494	2501	2494	2501	2494	2501	2494	2501	2494	2501	2494	2501	2494	2501	2494	2501	2494	2501	2494	2501	2494	2501
Parkway	2493	2500	2493	2500	2493	2500	2493	2500	2493	2500	2493	2500	2493	2500	2493	2500	2493	2500	2493	2500	2493	2500	2493	2500
Horzon Ridge	2362	2369	2362	2369	2362	2369	2362	2369	2362	2369	2362	2369	2362	2369	2362	2369	2362	2369	2362	2369	2362	2369	2362	2369
Gibson/Galleria	1865	1873	1865	1873	1865	1873	1865	1873	1865	1873	1865	1873	1865	1873	1865	1873	1865	1873	1865	1873	1865	1873	1865	1873
PP No. 3 (HTT R2)	2093	2101	2093	2101	2093	2101	2093	2101	2093	2101	2093	2101	2093	2101	2093	2101	2093	2101	2093	2101	2093	2101	2093	2101
North/Magic	1831	1839	1831	1839	1831	1839	1831	1839	1831	1839	1831	1839	1831	1839	1831	1839	1831	1839	1831	1839	1831	1839	1831	1839
Foothills	1906	1907	1906	1907	1906	1907	1906	1907	1906	1907	1906	1907	1906	1907	1906	1907	1906	1907	1906	1907	1906	1907	1906	1907
COH Bermuda	2415	2427	2415	2427	2415	2427	2415	2427	2415	2427	2415	2427	2415	2427	2415	2427	2415	2427	2415	2427	2415	2427	2415	2427
COH Calico Ridge	1877	1877	1877	1877	1877	1877	1877	1877	1877	1877	1877	1877	1877	1877	1877	1877	1877	1877	1877	1877	1877	1877	1877	1877

NORTH LAS VEGAS	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec	
	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max
6B/6C	2016	2028	2016	2028	2016	2028	2016	2028	2019	2028	2019	2028	2019	2028	2019	2028	2019	2028	2016	2028	2016	2028	2016	2028
Twin Lakes PS	2194	2208	2194	2208	2194	2208	2194	2208	2200	2208	2200	2208	2200	2208	2200	2208	2200	2208	2194	2208	2194	2208	2194	2208
Carlton Square	2216	2225	2216	2225	2216	2225	2216	2225	2216	2225	2216	2225	2216	2225	2216	2225	2216	2225	2216	2225	2216	2225	2216	2225
Grand Teton	2324	2329	2324	2329	2324	2329	2324	2329	2324	2329	2324	2329	2324	2329	2324	2329	2324	2329	2324	2329	2324	2329	2324	2329
Deer Springs	2317	2329	2317	2329	2317	2329	2317	2329	2322	2329	2322	2329	2322	2329	2322	2329	2322	2329	2317	2329	2317	2329	2317	2329
Decatur Moccasin	2420	2430	2420	2430	2420	2430	2420	2430	2422	2430	2422	2430	2422	2430	2422	2430	2422	2430	2420	2430	2420	2430	2420	2430

BOULDER CITY	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec	
	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max
Hemenway	2305	2310	2305	2310	2305	2310	2305	2310	2310	2311	2310	2311	2310	2311	2310	2311	2310	2311	2305	2310	2305	2310	2305	2310
PS No. 7	2560	2569	2560	2569	2562	2569	2562	2569	2565	2569	2565	2569	2565	2569	2565	2569	2565	2569	2562	2569	2560	2569	2560	2569
PS No. 7B	2655	2660	2655	2660	2655	2660	2655	2660	2660	2667	2660	2667	2660	2667	2660	2667	2660	2667	2655	2660	2655	2660	2655	2660
BC Raw Water PS	2655	2655	2655	2655	2655	2663	2655	2663	2660	2668	2660	2668	2660	2668	2660	2668	2660	2668	2655	2663	2655	2660	2655	2660



Chlorine Concentration Targets

Figure 3.1 details the requested chlorine concentration (Cl_2) by agency from 2027 through 2029.

Figure 3.1 – 2027-2029 Chlorine Concentration (in milligrams per liter (mg/L))

2026	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
LVVWD	1 Cl_2 (mg/L)											
Henderson												
North Las Vegas												
Boulder City												
Nellis												

2027	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
LVVWD	1 Cl_2 (mg/L)											
Henderson												
North Las Vegas												
Boulder City												
Nellis												

2028	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
LVVWD	1 Cl_2 (mg/L)											
Henderson												
North Las Vegas												
Boulder City												
Nellis												

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

November 19, 2026

Subject:
Agreement

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

Recommendations:
That the Board of Directors approve and authorize the General Manager to sign an interlocal agreement between the City of Las Vegas and the Authority for the conversion of 90,390 cubic feet per minute of evaporative cooling to an equivalent of no more than 112.5 tons of dry mechanical cooling and authorize the General Manager to sign any ministerial documents necessary to effectuate the transaction in an amount not to exceed $325,000.

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

Background:
The Authority has implemented the Water Efficient Technologies Program (Program) for the purpose of reducing demand for water resources and reducing or deferring major infrastructure needs through the adoption and installation of water efficient technologies. The Program accomplishes its goal by making incentive rebate payments to participants who install technologies that reduce or eliminate consumptive and non-consumptive water use, pursuant to the Program requirements.

Evaporative cooling is the second largest consumptive use of water in Southern Nevada. Given the water resource challenges facing the community and the necessity of prioritizing consumptive water use reductions, the City of Las Vegas has proposed converting 90,390 cubic feet per minute of evaporative cooling to mechanical cooling at two facilities owned by the City of Las Vegas. These conversions will save approximately 1,012,500 gallons of water annually.

This agreement is being entered into pursuant to NRS 277.180 and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the agreement.

JJE:CNP:ZLM:MAB:HEF:eb
Attachments: Interlocal Agreement

AGENDA ITEM # **3**

INTERLOCAL AGREEMENT
BETWEEN CITY OF LAS VEGAS
AND THE
SOUTHERN NEVADA WATER AUTHORITY
WATER EFFICIENT TECHNOLOGIES PROJECTS

This Agreement is made and entered into this September 16, 2024, by and between CITY OF LAS VEGAS ("Participant") and the Southern Nevada Water Authority, a political subdivision of the State of Nevada ("Authority"). The Participant and the Authority are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Authority has implemented the Water Efficient Technologies Program ("Program") for the purpose of reducing demand for water resources and reducing or deferring major infrastructure needs through the adoption and installation of water efficient technologies;

WHEREAS, the Program accomplishes its goal by making incentive rebate ("Rebate") payments to participants who install technologies that reduce or eliminate consumptive and non-consumptive water, pursuant to Program requirements;

WHEREAS, the Authority has created Program options for non-single-family properties to receive a Program Rebate for the conversion of evaporative cooling to mechanical cooling;

WHEREAS, the Participant has multiple properties, that are more particularly described in Exhibit A;

WHEREAS, the Participant has identified a potential evaporative cooling projects for participation in the Program ("Projects") and which, collectively, qualify for an estimated Program Rebate of up to $325,000.00 based on the estimate shown in Exhibit B, and subject to funding contingency described below;

WHEREAS, the Participant desires to replace an estimated 90,390 cubic feet per minute of evaporative cooling with up to 112.5 tons of mechanical cooling which could conserve up to 1,012,500 gallons of water, for which the Program will pay a Rebate of $1,500 per ton replaced plus any eligible supplemental rebates;

WHEREAS, the Participant has agreed to the terms of the Program which are described within the Program requirements, attached as Exhibit C, to the extent such terms are consistent with this Agreement;

WHEREAS, the Authority has conducted a pre-conversion review, which found the proposed Projects to be compliant with the Program's requirements; and

WHEREAS, upon the Participant's completion of each Project, the Authority will conduct a final inspection ("Final Inspection") to ensure compliance with Program requirements and calculate and pay the Rebate amount; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, terms, conditions, and restrictions contained in and set forth below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Purpose.** This Agreement sets forth the conditions and establishes the responsibilities of the Parties, whereby the Participant will receive a Program Rebate from the Authority for each Project that is satisfactorily completed.

2. **Supplemental Program Terms.** Notwithstanding the standard Program requirements contained in Exhibit C, the Parties agree to the following exceptions to the standard Program requirements, which shall take precedence over conflicting terms in Exhibit C.

   a) Projects where the Participant replaces evaporative cooling with more water efficient mechanical cooling are rebated at $1,500 per ton of cooling replaced, plus any eligible supplemental rebates.
   b) Where the Participant is the lessee of the land upon which the Project is located, the Participant agrees to maintain the Project and sustain its water efficiency benefits for the lesser of (i) ten (10) years; or (ii) for the duration of the Participant's control of the property.
   c) Upon the Effective Date, the Participant will have five (5) years to complete the Projects and receive a Rebate (the "Term"). If the incentive rate is modified during the Term of this Agreement, the Rebate will be paid at the prevailing incentive rate in effect at the time of each Project's completion. Projects not completed within the Agreement's Term shall not be eligible for the Rebate under this Agreement.
   d) If the Authority's Final Inspection occurs less than sixty (60) days prior to termination of the Term of this Agreement, and the Authority determines the Projects do not meet the Program requirements, the Participant shall have sixty (60) days from the date the Authority notifies the Participant of the failed Final Inspection to take corrective action and obtain the Rebate.

3. **Contingency.** The Project size and associated Rebate amounts have been estimated. Actual Rebate amounts will be based upon precise measurements taken upon a Project's completion. This Agreement includes a contingency of approximately ten (10) percent, which is $29,687.50, to accommodate potential variation between Project estimates and completed Project measurements. At the Authority's sole discretion, Project funds not committed or expended may be used to Rebate additional eligible projects identified by the Participant in an amount not to exceed the Agreement's cost ceiling of $325,000.00.

4. **Final Inspection.** After the Participant notifies the Authority of a Project's completion, the Authority will conduct an inspection ("Final Inspection") to verify compliance and determine the final Rebate amount. If the Project fails inspection, as detailed in Section 2(d) above, the Participant will have sixty (60) calendar days or the remainder of the Term of this Agreement, whichever is greater, to take corrective action to fully comply with the Program's conditions. The Authority will notify the Participant of the results of the Final Inspection and the Rebate amount.

5. **Mutual Benefit.** The Parties mutually agree that the subject of this Agreement is for the mutual benefit of the Parties and no further consideration is contemplated, other than that stated under this Agreement.

6. **No Third-Party Rights.** This Agreement is not intended by the Parties to create any right in or benefit to parties other than the Participant and Authority. Except as specifically provided herein, this Agreement does not create any third-party beneficiary rights or causes of action, in the public, or any member of the public.

7. **Liability.** Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, the Parties shall be responsible for all liability, claims, actions, damages, losses, and expenses caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers, employees, and agents arising out of, resulting from, or incidental to the obligations set forth in this Agreement. The Parties do not waive and intend to assert all available NRS Chapter 41 liability limitations.

8. **Notices.** All notices, legal and otherwise, required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed effective and delivered as follows: (i) if hand or courier delivered, upon personal delivery to the Party to whom addressed; and (ii) if mailed, three (3) business days following deposit in the U.S. Mail, provided such mailing is mailed registered or certified, return receipt requested, postage prepaid. For purposes hereof, each Party's notice information is set forth below:

To the Participant:	City of Las Vegas Attn: Marco Velotta 495 S. Main St., 3rd Floor Las Vegas, Nevada 89101
With copy to:	City of Las Vegas Attn: Conservation Division Manager 495 S. Main St., 3rd Floor Las Vegas, Nevada 89101
To the Authority:	Southern Nevada Water Authority Attn: Enterprise Conservation Division 100 City Parkway, Suite 700, MS 530 Las Vegas, Nevada 89153
With copy to:	Southern Nevada Water Authority Attn: Legal Services 1001 S. Valley View Blvd., MS 475 Las Vegas, Nevada 89153

A Party may designate a new contact person under this provision for notices or change the address indicated above by notifying the other Party in writing.

9. **Successors.** This Agreement shall inure to the benefit of and bind the successors of the respective Parties hereto.

10. **Assignment.** The Parties shall not assign any of the rights nor delegate any of the duties under this Agreement without the express written consent of the other Parties.

11. **Non-liability of Officials and Employees.** No official or employee of a Party hereto shall be personally liable for any default or breach by any Party hereto, for any amount, which may become due hereunder, or for any obligation under the terms of the Agreement.

12. **Amendments.** This Agreement may not be amended or modified except by written instrument, duly authorized by the Participant's governing body and executed by the authorized representatives of each Party hereto. Any other attempt at modification, amendment or extension of this Agreement shall have no force or effect and shall not be relied upon by any of the Parties.

13. **Termination.** The Participant may terminate this Agreement as to any uncompleted Project(s) at any time prior to acceptance of the Rebate for the Project(s) being terminated by providing written notice to the Authority.

14. **Further Assurances.** Each undersigned Party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, conditions and agreements herein provided. The Parties agree to use their best efforts to carry out the intent of this Agreement.

15. **No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver except as otherwise provided in this Agreement. The Participant's failure to enforce or delay in the enforcement of any provision hereof or any right hereunder shall not be construed as a waiver of such provision or right. The Participant's exercise of any right hereunder shall not preclude or prejudice the exercise thereafter of the same or any other right.

16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

17. **Effective Date.** For purposes of this Agreement, the Effective Date shall be the date on which each Party's governing body has approved and authorized the execution of this Agreement. The date inserted in the first paragraph above shall be the date on which the Agreement has been signed and dated by each Party following approval by the respective Party's governing body.

18. **Governing Law and Venue.** This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its principles regarding conflicts of law. The courts of Clark County, situated in Las Vegas, Nevada, shall have sole and exclusive jurisdiction over any action or proceeding brought under or pursuant to this Agreement.

19. **Severability.** If any provision hereof is held in any respect to be illegal, prohibited, invalid or unenforceable by any court of competent jurisdiction, such holding shall be effective only to the extent of such illegality, prohibition, invalidity or unenforceability without affecting the remaining provisions hereof, and the Parties hereto do hereby agree to replace such illegal, prohibited, invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

20. **Remedies Cumulative.** The various rights, options, elections and remedies of the Parties contained in this Agreement shall be cumulative, and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Agreement.

21. **Entire Agreement.** This Agreement and the project applications submitted by the Participant set forth the entire understanding and agreement between the Parties hereto and supersedes all previous communications, negotiations, and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Agreement shall be binding on either Party unless reduced to writing and duly executed by or on behalf of the Parties hereto. No representation or statement not expressly contained in this Agreement or in any written, properly executed amendment to this Agreement shall be binding upon the Parties as a warranty or otherwise.

22. **No Real Property Interest.** It is expressly understood that this Agreement establishes a contractual right and does not in any way whatsoever grant or convey any permanent easement, lease, fee, or other interest in the Property to the Authority. This Agreement is not exclusive, and the Participant specifically reserves the right to allow other agreements within the vicinity of the Property that do not interfere with the access and use provided herein.

23. **Headings; Exhibits; Cross-References.** The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of this Agreement. All exhibits attached to this Agreement and the recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits of or to this Agreement, unless otherwise specified.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

CITY OF LAS VEGAS

Date of Council Action: 9/16/2024

Shelley Berkley
Mayor

ATTEST:

Dr. Luann D. Holmes ~~MMC~~, City Clerk
Acting Sabra Newby

APPROVED AS TO FORM:

Carmen Gilbert 8/19/24
Deputy City Attorney

SOUTHERN NEVADA WATER AUTHORITY

APPROVED AS TO CONTENT:

John J. Entsminger
General Manager

APPROVED AS TO FORM:

Steven C. Anderson
Deputy Counsel – Legal Services

EXHIBIT A

Property Legal Description

Assessor Legal Description - CLV - WPCF Facility: PT S2 NE4 SEC 36 20 61

Assessor Legal Description -CLV - Dept of Public Safety building: PT S2 NE4 SEC 36 20 61

Exhibit B

Scope of Potential Projects

City of Las Vegas - WET - Wet-to-Dry Conversions

	Property Name	Address	Agency	Parcel Number	Max Tonnage Incentivized	SNWA Incentive	LVVWD WET Topper	Total Incentive	Gallons Saved
1	CLV - Dept of Public Safety building	3300 Stewart Ave, Las Vegas, NV, 89101	LVVWD	13806604001	35	$ 52,500.00	$ 39,375.00	$ 91,875.00	315,000
2	CLV - WPCF Facility	6005 Vegas Valley Dr, Las Vegas, NV 89122	LVVWD	16110401007	77.5	$ 116,250.00	$ 87,187.50	$ 203,437.50	697,500
Totals					112.5	$ 168,750.00	$ 126,562.50	$ 295,312.50	1,012,500
10.10% Contingency								$ 29,687.50	
Total Incentive								$ 325,000.00	

Exhibit C
Conservation Programs and Conditions

Southern Nevada Water Authority's

Water Efficient Technologies Program

Application and Agreement

WATER SMART

It's time to get smart about water.

Owner or Business Name:		
Conversion Address:		
City, Zip Code:		
Telephone Number(s):		
Contact Person (if not owner)		
E-mail address:		
Rebate address:		

Project Type: ☐ HOA, Apartments or Mobile Home Park ☐ Commercial or Institutional

Multiple property applications (locations) associated with this project? ☐ Yes ☐ No

Application Type (Select one):

☒ Menu item (Technology: Evaporative to Dry Cooling Conversion)

☐ Performance (Technology: _____)

Important! You must participate in a pre-conversion site inspection *before* removing existing equipment. Starting a conversion without Authority approval will make your project ineligible.

The undersigned person executing this application and agreement ("Applicant") represents and warrants that they are the owner of the property or represents and certifies that such person or entity is duly authorized and empowered to execute and deliver this application and agreement. The undersigned understands and agrees to the program conditions on the back of this form.

_____ _____

Applicant's signature Date

_____

Applicant's printed name and title (if owner's agent)

AUTHORITY USE ONLY – The Authority has approved this agreement and hereby authorizes the applicant to proceed with the project.

Authority Representative's Signature	Date	Completion Period Expires

SNWA Conservation – P.O. Box 99956 – Las Vegas, NV 89193-9956

Version February 19, 2026

Water Efficient Technologies Program Conditions

Pre-Conversion Eligibility

- The applicant must be the property owner or the property owner's agent.
- The project must conserve water from a service account(s) in good standing with a Southern Nevada Water Authority (SNWA) agency.
- SNWA must deem the project to be within the scope of an existing, on-going business or manufacturing process. The project cannot be a change in the business type or product type.

Technical Requirements

- The project must be sustained for a minimum of ten (10) calendar years, or transfer of property title, whichever comes first. In the event the equipment requires replacement prior to the ten-year contract requirement, it must be replaced with equipment of equal or greater water efficiency.
- If a project qualifies for other SNWA incentive programs, SNWA may reject the application and instead require the applicant to enroll in an alternative program.

Calculation of Water Savings and Rebates

- SNWA has total and final authority in determining the potential water savings for each type of technology and the costs of that technology that are eligible for rebate. If water efficiency of a replacement device is subject to a regulatory code or standard, only the water savings exceeding the code or standard will be considered in the rebate calculation. Water savings calculations will not include water use attributable to degradation, malfunction, or other defects of existing equipment.
- Menu item applications. A menu of qualifying technologies and their incentive values is available from SNWA. The payment will equal the listed maximum incentive amount, or 50% of the total project/product cost, whichever is less. For select menu items, SNWA may provide an incentive for installations in new buildings at a reduced incentive level. Products that may qualify for incentive as an original installation are identified on the menu with an associated incentive level.
- Performance applications. For items not listed on the menu, SNWA will review applications on a case-by-case basis. SNWA reserves the right to determine conservation savings following a six-month post-installation performance review. This program pays up to per $45 per 1,000 gallons of reduction in annual consumptive water use, $70 per 1000 gallons for reductions in consumptive use for evaporative cooling projects but do not qualify as conversions under the Menu, and $15 per 1,000 gallons annual reduction in uses where the conserved water is normally returned to the sanitary sewer (non-consumptive). In any case, payment will not exceed 50% of the total project cost for consumptive savings and will not exceed 50% of the products cost for non-consumptive use water. SNWA may, at its sole discretion, agree by letter to provide an incentive for original installations at a reduced incentive level.
- Multi-year payments. For qualifying technologies installed under a multi-year contract between the property owner and vendor, SNWA will make multiple incentive payments based on the duration of the contract and the calculated water savings (calculated incentive/number of years in the contract). Terms of multi-year payments shall be specified by letter and will include $100 fees deducted from the incentive award to defray the extra administrative costs associated with managing the incentive over multiple years. The incentive will otherwise be awarded as specified above.
- Projects located within the Las Vegas Valley Water District service area are eligible for an additional incentive of $0.75 for every $1.00 rebated up to 80% of total product or project cost.

Terms of Incentive Rebate

- Participation is conditional upon acceptance of the project by the SNWA. Applications will be accepted or rejected in writing. Letters of approval may specify additional terms and requirements, which will become part of this agreement.
- SNWA reserves the right to limit or reject applications subject to availability of funds.
- Each property or project is limited to $100,000 in approved payments per SNWA fiscal year, July 1 through June 30, for nonconsumptive use water savings, and $500,000 per fiscal year for consumptive use water savings. These limits apply to all program tracks in aggregate. Maximum fiscal year payments may not apply to select menu items at SNWA's discretion.
- This agreement expires in one calendar year. The term begins the day after the applicant's receipt of the letter of acceptance and ends at 5:00 p.m. on the first business day after one calendar year has elapsed. The applicant must notify SNWA of completion prior to expiration of the agreement.
- Upon project completion, SNWA will conduct a final inspection to verify compliance with the program conditions. If the property fails inspection, the applicant will be allowed 60 days or the remainder of the one-year period, whichever is greater, to fully comply with the program conditions.
- Equipment or fixtures that are replaced through the program, for which the rebate has been paid, cannot be reinstalled within the SNWA service area.

Other Responsibilities of the Applicant

- SNWA enforces only the conditions of this agreement. The applicant is responsible for complying with all laws, policies, codes and covenants that may apply. **Rebates may be considered taxable income; therefore, customer must provide a current W-9 form prior to receiving the rebate.**
- The customer is responsible for submitting calculated water savings information in electronic format.
- The customer is responsible for any on-site water sampling needed to verify calculations.

SOUTHERN NEVADA WATER AUTHORITY™

Water Efficient Technologies
Evaporative Cooling Program Conditions

Evaporative cooling rebate incentives encourage the replacement of cooling towers and swamp coolers with mechanical HVAC systems to reduce the consumptive use of water.

Technical Requirements

- The project must be sustained for a minimum of ten (10) calendar years, or transfer of property title, whichever comes first. In the event the equipment requires replacement prior to the ten-year contract requirement, it must be replaced with equipment of equal or greater water efficiency.
- If a project qualifies for other SNWA incentive programs, SNWA may instead require the applicant to enroll in an alternative program.

Calculation of Water Savings and Rebates

- SNWA has total and final authority in determining the potential water savings for each type of technology and the costs of that technology that are eligible for rebate. If water efficiency of a replacement device is subject to a regulatory code or standard, only the water savings exceeding the code or standard will be considered in the rebate calculation. Water savings calculations will not include water use attributable to degradation, malfunction, or other defects of existing equipment.
- Wet-to-Dry Cooling retrofit projects will be paid $1,500 per ton of new mechanical or dry cooling system capacity or 50% of the project cost, whichever is less.
- The new system capacity must be determined by SNWA to be comparable in size to the existing cooling system. SNWA will not incentivize augmenting or supplementing cooling sizes.

Terms of Incentive Rebate

- Participation is conditional upon acceptance of the project by SNWA. Applications will be accepted or rejected in writing. Letters of approval may specify additional terms and requirements, which will become part of this agreement.
- SNWA reserves the right to limit or reject applications subject to availability of funds.
- All retrofit projects must install a new cooling system approved by SNWA. While a new mechanical system's cooling capacity may be expanded by the owner, the rebate amount will be limited to the approximate cooling capacity of the existing system.
- This agreement expires in one calendar year. The term begins the day after the applicant's receipt of the letter of acceptance and ends at 5 p.m. on the first business da after one calendar year has elapsed. The applicant must notify SNWA of completion prior to expiration of the agreement.
- Upon project completion, SNWA will conduct a final inspection to verify compliance with the program conditions. If the property fails inspection, the applicant will be allowed 60 days or the remainder of the one-year period, whichever is greater, to fully comply with the program conditions.
- Equipment or fixtures that are removed through the program, for which the rebate has been paid, cannot be reinstalled within the SNWA service area.

Other Responsibilities of the Applicant

- SNWA enforces only the conditions of this agreement. The applicant is responsible for complying with all laws, policies, codes, and covenants that may apply. **Rebates may be considered taxable income; therefore, the applicant must provide a current W-9 form prior to receiving the rebate.**
- The applicant is responsible for submitting calculated water savings and onsite water sampling data in electronic form.

Last Updated: March 24, 2026

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

November 19, 2026

Subject:
Amendment

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

Recommendations:
That the Board of Directors approve the Second Amended and Restated Agreement of the Las Vegas Valley Watershed Advisory Committee among Clark County, the Clark County Regional Flood Control District, the Clark County Water Reclamation District, the City of Henderson, the City of Las Vegas, the City of North Las Vegas, the Las Vegas Valley Water District, and the Authority.

Fiscal Impact:
None by approval of the above recommendation.

Background:
On October 18, 2007, the Board of Directors adopted an agreement creating the Las Vegas Valley Watershed Advisory Committee (LVVWAC). The first amended agreement was adopted by the Board of Directors on July 19, 2012, and reflected the withdrawal of the Clean Water Coalition as a member agency from the LVVWAC. The agreement was then amended and restated to reflect the implementation of the Las Vegas Wash Long-Term Operating Plan (LTOP) following completion of the Las Vegas Wash Capital Improvements Plan (Wash CIP) and adopted by the Board of Directors on May 19, 2022.

If approved, the attached Second Amended and Restated Agreement (Amendment) will continue to provide a forum to develop a cohesive direction and an integrated approach to addressing water quality issues in the Las Vegas Valley and Lake Mead, including funding and oversight of LTOP implementation, periodic review of the Regional Water Quality Plan, and a biennial report on LVVWAC accomplishments among others. LTOP actions continue implementation of the Las Vegas Wash Comprehensive Adaptive Management Plan and safeguard assets built under the Wash CIP.

In addition, the Amendment provides for a reserve fund of up to one year of operating expenses for emergencies such as extraordinary weir repairs. The LVVWAC approved the reserve fund policy on October 21, 2025, and the Second Amended and Restated Cooperative Agreement on October 20, 2026.

This Amendment is being entered into pursuant to NRS 277.180 and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the Amendment.

JJE:CNP:ZLM:eb
Attachment: Second Amended and Restated Agreement

AGENDA ITEM # 4

SECOND AMENDED AND RESTATED AGREEMENT

OF THE

LAS VEGAS VALLEY WATERSHED ADVISORY COMMITTEE

EFFECTIVE _____

SECOND AMENDED AND RESTATED AGREEMENT OF THE LAS VEGAS VALLEY WATERSHED ADVISORY COMMITTEE

The First Amended and Restated Agreement of the Las Vegas Valley Watershed Advisory Committee (LVVWAC) is hereby repealed in its entirety and shall no longer be in force and effect. It is replaced by this SECOND AMENDED AND RESTATED AGREEMENT OF THE LAS VEGAS VALLEY WATERSHED ADVISORY COMMITTEE (Agreement).

This Agreement is entered into by and among the following Parties, with the "Effective Date" being the date of last Party's execution.

Southern Nevada Water Authority (SNWA), a political subdivision of the State of Nevada established by a joint-powers agreement pursuant to Chapter 277 of the Nevada Revised Statutes.

Las Vegas Valley Water District, a political subdivision of the State of Nevada created by Chapter 167, Statutes of Nevada 1947;

City of Las Vegas, a municipal corporation and political subdivision of the State of Nevada;

City of North Las Vegas, a municipal corporation and political subdivision of the State of Nevada;

City of Henderson, a municipal corporation and political subdivision of the State of Nevada;

Clark County (County), a political subdivision of the State of Nevada created pursuant to Nevada Revised Statutes 243.035;

Clark County Water Reclamation District, a political subdivision of the State of Nevada; and

Clark County Regional Flood Control District (CCRFCD), a political subdivision of the State of Nevada.

Each of these entities may be referred to individually as “PARTY" and collectively as "PARTIES."

RECITALS

A. The SNWA is the regional agency responsible for diversion, treatment and delivery of potable water from Lake Mead to its purveyor member agencies. The SNWA is also the regional agency responsible for acquiring additional water resources for its member agencies’ municipal supply needs.

B. CCRFCD is the regional agency governed by Nevada Revised Statutes 543, responsible for developing a coordinated and comprehensive master plan to solve regional flooding problems, to provide minimum standards for land use in flood hazard areas, to coordinate and fund the design and construction of regional flood control facilities, to develop and contribute to the funding of a maintenance program for regional flood control facilities, and is a National Pollution Discharge Elimination System co-permittee with other entities in the Las Vegas Valley for non-point sources of pollution (e.g. urban runoff).

C. The County is responsible for developing and maintaining approved plans for regional water quality per requirements of Section 208 of the Clean Water Act and per Nevada Revised Statutes 244A.459.

D. The other PARTIES to this Agreement include those municipal corporations and political subdivisions within the Las Vegas Valley watershed that are water purveyors, operate

wastewater treatment plants, implement stormwater programs, or regulate and adopt plans that have a nexus to the overall quantity and quality of water resources within the Las Vegas Valley watershed and Lake Mead.

E. To help protect the quality of and maximize existing and future Colorado River resources and intra-Nevada resources available to the SNWA to meet its purveyor members' municipal supply needs, the treatment, reuse, and discharge of water from point and non-point sources in the Las Vegas Valley must be recognized and managed as critical elements in southern Nevada's long-term water resource planning,

F. The previously established Las Vegas Wash Management Advisory Committee (MAC) was focused solely on the Las Vegas Wash (Wash); however, there is a need for a group with a broad regional focus on water quality in the Las Vegas Valley watershed and Lake Mead. By the original agreement, the LVVWAC was established for this purpose.

G. The LVVWAC implemented the recommendations in the Las Vegas Wash Comprehensive Adaptive Management Plan (CAMP) from 2000 into 2022, overseeing the capital improvements plan and funding the research and studies budget for the Las Vegas Wash with local contributions, and on March 10, 2020, voted to approve the Las Vegas Wash Long-Term Operating Plan (LTOP) to operate and maintain Las Vegas Wash assets and program attributes.

H. Pursuant to Nevada Revised Statutes Chapter 277, the PARTIES hereto are authorized to enter into agreements with other political subdivisions of the State of Nevada.

NOW, THEREFORE, the PARTIES agree as follows:

AGREEMENT

1. LVVWAC. The PARTIES hereby reaffirm the establishment of the LVVWAC. The LVVWAC has assumed the functions the MAC previously performed, as well as additional

responsibilities outlined in this Agreement.

1.1 Appointment of Representatives to LVVWAC. The general manager, city manager, county manager, or chief executive of each PARTY is responsible for appointing one representative and at least one alternate to be voting members of the LVVWAC. Appointed representatives and alternates must have management-level decision making authority in their respective organizations and the authority to seek the commitment of resources from their respective organizations.

2. Goals. The LVVWAC developed and maintains regional water quality goals for the Las Vegas Valley watershed and Lake Mead and recommends mechanisms, through the Regional Water Quality Plan in accordance with Paragraph 3, to enable these goals to be met to help protect the quality and quantity of water resources in the Las Vegas Valley watershed and Lake Mead. The LVVWAC also works on providing a cohesive direction and integrated approach to address treatment issues relating to wastewater, drinking water, and stormwater.

3. Regional Water Quality Plan. The LVVWAC developed and maintains the Regional Water Quality Plan (Water Quality Plan) that includes the water quality goals developed by the LVVWAC and that coordinates all plans, policies, documents, and efforts related to water quality in the Las Vegas Valley watershed and Lake Mead. The Water Quality Plan shall, at a minimum, consider:

- CAMP;
- LTOP;
- Bureau of Reclamation's Lake Powell and Lake Mead release schedules;
- Bureau of Reclamation's Annual Operating Plan;
- Operation of the Southern Nevada Water System Lake Mead raw water intakes and

water treatment system;

- The SNWA Water Resource Plan;
- Plans for discharges from the Muddy and Virgin rivers;
- Las Vegas Wash Surface Water Quality Monitoring and Assessment Plan;
- Bureau of Reclamation's Monitoring Plan;
- U.S. Geological Survey's Water Quality Monitoring Plan;
- The County's Area-Wide Water Quality Management Plan (208 Plan);
- Source Water Assessment Plan for the Las Vegas Valley Surface Waters;
- CCRFCD's Flood Control Master Plan;
- The Las Vegas Valley Stormwater Management Plan;
- The Long-Term Limnological and Aquatic Resources Monitoring and Research Plan for Lakes Mead and Mohave; and
- Other plans that may have an impact on water quality and quantity for the Las Vegas Valley watershed and Lake Mead.

The LVVWAC shall also consider local, state, and federal rules and regulations regarding water quality as it impacts the Las Vegas Valley watershed and Lake Mead. The goal of the LVVWAC is to coordinate the efforts of, at a minimum:

- Las Vegas Wash Coordination Committee;
- Lake Mead Water Quality Forum;
- Sewage and Wastewater Advisory Committee;
- Stormwater Quality Management Committee; and
- The water and wastewater treatment plant operators to manage water quality as it relates to intakes from and discharges to Lake Mead.

3.1 Format. The Water Quality Plan is a forward-looking document that makes projections regarding emerging water quality and quantity issues and constituent treatment options. It may contain specific water quality goals that may be implemented before the next Water Quality Plan is adopted or goals that can be implemented over a longer time period. The Water Quality Plan will provide an opportunity to prioritize the implementation of regional water quality goals. In developing iterations of and maintaining the Water Quality Plan, the LVVWAC will be committed to working together on a watershed approach to water quality and quantity. The LVVWAC will also consider the economic, fiscal, and social impact of the Water Quality Plan on the citizens of the Las Vegas Valley.

3.2 Adoption. The Water Quality Plan was adopted by the governing boards of the PARTIES in 2012 and will be reviewed periodically and revised if needed. Each PARTY is responsible for implementation only of those parts of the Water Quality Plan that are within that PARTY's authority and responsibilities.

3.2.1 For a revised Water Quality Plan to be considered final and replace the prior Water Quality Plan, it must be approved by a majority of the LVVWAC members.

3.2.2 If a requirement or condition in the Water Quality Plan conflicts with a requirement or condition in the 208 Plan, the requirement or condition in the 208 Plan controls.

3.3 Water Quality Plan Accomplishments. All PARTIES to this Agreement will biennially, by January 31 of the even year, submit to the LVVWAC an update of the activities that PARTY has undertaken in advancing the Water Quality Plan over the prior two calendar years.

4. Data Sharing. The PARTIES agree to provide each other with reasonable access to

data concerning regional water quality issues. A central data repository with a web-based interface will contain the data submitted by the PARTIES. The PARTIES are responsible for providing timely notice of relevant data, activities, meetings, and schedules related to regional water quality.

5. Wastewater Reuse. The PARTIES will consider pursuing wastewater reuse projects in the Las Vegas Valley to facilitate optimal use of effluent.

6. Funding. LVVWAC projects that require funding commitments or dedication of significant staff time will be the subject of separate agreements. The PARTIES will also cooperate in seeking funding or grants from other sources, including U.S. Environmental Protection Agency Watershed Management Grants. Some grants, such as Bureau of Reclamation's Cooperative Watershed Management Program, may require the LVVWAC to incorporate or to designate the SNWA as its fiscal agent.

7. Wash. Pursuant to its obligation to coordinate activities related to the enhancement and management of the Wash, the SNWA agrees, subject to available funding, to perform the following:

7.1 LTOP. The SNWA shall maintain the LTOP, which describes the actions and associated costs for long-term operations and maintenance of Wash assets and program attributes created through implementation of the CAMP.

7.2 Operation and Maintenance (O&M). The SNWA shall separately prepare and maintain an O&M Plan for Wash facilities, including all erosion control structures and bank stabilization projects (Exhibit A), in accordance with the approved O&M Plan as described in Paragraphs 7.9 through 7.18 of this Agreement. Furthermore, the SNWA, either directly or through the agreed upon activities of other PARTIES to this Agreement, shall obtain and hold

all necessary federal, state, and local permits required to construct, operate, and maintain such facilities. The O&M budget shall be subject to approval by the SNWA and CCRFCD and shall be included in the LTOP budget in accordance with Paragraphs 7.4.1.1 and 7.4.1.3.

7.3 Biennial Report. The SNWA shall prepare a report of the status of activities and projects identified in the LTOP every two years.

7.4 Annual Budget and Preparation of Funding Agreements.

7.4.1 Annual Budget. The SNWA shall prepare a budget for costs associated with the implementation of the LTOP that includes, but is not limited to, the following criteria:

7.4.1.1 LTOP Costs. The budget prepared by the SNWA shall contain the costs associated with LTOP actions, which will maintain Wash assets created by the implementation of the CAMP as well as important program attributes. That budget will be in effect beginning July 1, 2022.

7.4.1.2 Review and Approval. Each fiscal year, the SNWA shall submit the budget to the LVVWAC for its review by January 5. After the LVVWAC's review of the budget, the SNWA shall submit the budget to each of the PARTIES for approval as part of the individual PARTY's overall budget.

7.4.1.3 O&M Plan Costs. For its portion of LTOP costs, subject to CCRFCD's Board of Directors' approval and the allocation of sufficient funding, CCRFCD will fund fifty (50) percent of the cost of Erosion and Stormwater actions as established in the approved Interlocal Agreement for funding. The SNWA shall submit the annual budget for these actions, which will include O&M Plan costs, to CCRFCD for its review. After CCRFCD's review, the SNWA shall submit the necessary documentation to CCRFCD for consideration and possible approval of these costs by CCRFCD's Board of Directors as part of CCRFCD's overall budget.

7.4.1.4 Components of Budget. The LTOP budget shall include, but not necessarily be limited to, all necessary staffing, consultants, contractors, monitoring, office expenses, and travel related to the administration of Wash activities.

7.4.1.5 Cost Reduction. The SNWA will seek to reduce costs associated with implementing LTOP actions for the PARTIES below the amount of $2,392,189 (2019 dollars; Exhibit B), which the LVVWAC approved March 10, 2020.

7.4.2 Preparation of Funding Agreements. The SNWA shall prepare, as needed, all funding agreements necessary to implement or otherwise effectuate the O&M Plan.

7.5 General Obligations of the PARTIES. The PARTIES hereto agree to use commercially reasonable actions in achieving the goals and objectives enumerated in this Agreement. "Commercially reasonable actions" of a PARTY means, with respect to a given goal, the actions that a reasonable person in the position of that PARTY would use to achieve that goal as expeditiously as possible. Each of the PARTIES hereto does expressly agree to take each of the following actions:

a. Work jointly and cooperate with each other in effectuating the long-term management and operation of the Wash through implementation of the actions outlined in the LTOP;
b. Seek approval of necessary funding agreements for the long-term operation of the Wash, subject to the availability of such funds;
c. Integrate planning activities related to the Wash or projects with potential impacts to the Wash;
d. Inform and coordinate with each of the other PARTIES all activities regarding the issuance of permits and other water quality issues;

e. Assist other PARTIES in obtaining needed permits; and

f. Report and communicate with other PARTIES regarding regulatory issues and requirements.

7.6 Funding. Subject to the annual discretionary approval of the PARTIES' governing bodies, the PARTIES agree to allocate the funds necessary to implement the programs and procedures outlined in this Agreement, provided, however, that no PARTY shall be required under the terms of this Agreement to take any actions outside the scope of that PARTY's statutory authority.

7.7 Approval of Annual Budget. Pursuant to the review and approval process stated in Paragraph 7.4.1.2, each of the PARTIES shall, on an annual basis, submit as part of the PARTY's budget process that PARTY's portion of the annual budget for the implementation of the LTOP to its governing board for consideration and possible approval. Failure of any governing board to approve the necessary funds shall not be deemed a breach of this Agreement.

7.8 Outside Funding. The PARTIES agree to diligently pursue all available funding options to augment and/or mitigate the PARTIES' funding contributions. Such outside funding options shall include, but not be limited to, federal funding through the Southern Nevada Public Land Management Act of 1998, as amended; federal grants; other federal programs through the Army Corps of Engineers, Bureau of Reclamation, Fish and Wildlife Service or other federal agency; and state, local, or private funding options. The PARTIES agree that such alternative funding options will support implementation of actions outlined in the LTOP. Further, each PARTY agrees to work with the SNWA to identify and secure alternative sources of funding.

7.9 O&M Plan. The SNWA shall maintain in effect, and revise as necessary, an O&M Plan which shall govern O&M of facilities related to stabilization and water quality in and

adjacent to the Wash, as identified in the LTOP or as incorporated by separate agreement.

7.10 Maintenance of Water Quality Standards. The SNWA shall provide oversight of the O&M Plan to ensure, as much as practical, that activities associated with O&M of facilities included in the O&M Plan meet regulatory standards associated with erosion control and water quality.

7.11 O&M Activities Included. The O&M Plan shall provide, either through the SNWA or through the agreed upon activities of other PARTIES to this Agreement, for O&M of facilities constructed or improved as identified in and as part of the Las Vegas Wash Capital Improvements Plan (CIP) or as otherwise included by separate agreement. The O&M Plan shall include activities such as monitoring foundation erosion and scour conditions, observing stream discharge impacts, operating water flow control devices, managing vegetation, controlling erosion, and other necessary normal operations and repair activities to conveyance, grade control, stream bank stabilization, and channel bed protection facilities related to stabilization of the Wash channel and non-urbanized overbank flooding areas of the Wash as identified in the CIP. The O&M Plan shall also provide for emergency operations and repair, and major repair of facilities damaged by fire, flood, earthquake, and other natural events.

7.12 Monitoring. The O&M Plan shall provide for routine visual inspection and monitoring of the condition and function of facilities included herein, as required for environmental compliance permits issued for subject facilities. The O&M Plan shall also detail operations, activities, and reporting necessary to meet required compliance conditions.

7.13 Emergency Operations and Repair. The O&M Plan shall identify agencies responsible for emergency repair and response to emergency conditions, including but not

limited to structure failure, flooding, fire, and emergency rescue at facilities included herein. The O&M Plan shall define and make provisions for the creation and update of emergency action plans for each facility included in the plan.

7.14 Prioritization of O&M Activities. The O&M Plan shall present a scheme for prioritization of operations, maintenance, and repair of facilities included in the plan. Prioritization of O&M of facilities shall be based upon: (1) safety to adjacent and downstream facilities and property; (2) degree of expected damage to be experienced without O&M; (3) available resources; and (4) priority of competing interest outside of the Wash.

7.15 Access for O&M. The O&M Plan shall identify available and required access routes and route ownership necessary to access subject facilities for the purpose of inspection, monitoring, operation, and repair. Legal access shall be obtained prior to construction of the subject facility. Physical access shall be developed at the time of construction of the subject facility. The O&M Plan shall describe necessary activities to safeguard and maintain access in passable condition and in conformance with environmental requirements for use. If access is used for multi-purposes such as motor vehicle access for other purposes outside this plan, trail systems, or emergency conditions, written agreements shall be developed prior to construction of the subject facility, identifying financial and physical responsibility for access maintenance and environmental compliance.

7.16 Water Rights for Irrigation Water. The O&M Plan shall identity ownership, volumes, place of diversion, and place of use of water rights necessary to provide irrigation water required for maintenance of vegetation associated with wetlands, other ecosystems, and erosion control purposes. The O&M Plan shall identify the maintenance responsibilities required to maintain delivery of irrigation water to the place of use.

7.17 Revisions to the O&M Plan.

7.17.1 O&M Plan Effective Until Revised. The O&M Plan shall remain in effect until revised and each revision of the O&M Plan shall remain in effect until further revised.

7.17.2 Annual Review of O&M Plan. The O&M Plan shall be reviewed annually and revised as frequently if necessary, so that it will conform to the requirements of this Agreement. During such review, the SNWA shall consider any revisions proposed in writing by the PARTIES to this Agreement.

7.18 Physical Scope. The physical scope of the O&M Plan shall be defined as the areas depicted in Exhibits A and B. The O&M Plan shall not include O&M of the Clark County Wetlands Park, Lake Las Vegas, or other development as deemed appropriate by the PARTIES.

7.19 Ownership of Facilities. With the execution of this Agreement, the SNWA shall transfer ownership to the County of all constructed facilities, including erosion control structures, bank stabilization projects, revegetation acres, and other facilities identified in Exhibits A and B. Such transfer shall be without cost to the County and shall be free of all liens, incumbrances, restrictions, conditions except Section 404 permit conditions issued under the Clean Water Act, if any, and/or covenants, and shall be transferred in a manner acceptable to the County. Notwithstanding anything to the contrary contained in the Agreement, the SNWA shall not be obligated to transfer to the County any infrastructure related to the delivery of water that is otherwise necessary for the SNWA to conduct its regular operations.

7.20 Access. Such transfer of ownership shall not affect the SNWA's management responsibilities pursuant to this Agreement. As part of the transfer, and at no cost to another PARTY, the County shall provide the SNWA, and SNWA’s contractors and consultants, with all necessary rights-of-way or other appropriate means of access to conduct LTOP actions and

to otherwise effectuate the SNWA's management responsibilities under this Agreement for its duration with prior written approval and land use authorization.

7.21 Continued Maintenance. Subject to the annual allocation of sufficient budgeted funds by the LVVWAC and its members' governing boards, the SNWA shall continue to maintain the facilities in accordance with the applicable O&M Plan until such time as the LVVWAC dissolves. Following the dissolution of the LVVWAC, subject to the annual allocation of sufficient budgeted funds by the County's governing board, the County shall maintain the facilities in accordance with the applicable O&M Plan.

7.22 Reserve Fund. The "Sinking Fund" previously established by the PARTIES is reconstituted as the "Reserve Fund" and all money in the Sinking Fund is now deemed to be in the Reserve Fund. SNWA, in cooperation with the other PARTIES, will maintain the Reserve Fund to cover unexpected repairs and other costs incurred as prescribed in this Section.

7.22.1 Amount. The Reserve Fund may accumulate no more than the amount of the LTOP budget adopted pursuant to Section 7.4 of this Agreement ("Operating Budget"), as approved for the same fiscal year.

7.22.2 Funding. At the end of each fiscal year, any unspent operating dollars allocated in the approved Operating Budget will be deposited into the Reserve Fund, up to the maximum amount set forth above, with the exception of monies allocated for Erosion and Stormwater actions, which shall carry over in that Operating Budget category to the next feasible fiscal year in the budget cycle. If the Reserve Fund has reached the maximum amount, excess funds will be used to offset the PARTIES' contributions to the Operating Budget for the next feasible fiscal year, consistent with funding percentages established in the approved Interlocal Agreement for LTOP funding allocations.

7.22.3 Expenditures. SNWA staff may spend up to 10 percent of the Reserve Fund's balance per fiscal year, for actions within the scope of the LTOP. Expenditures of more than 10 percent of the Reserve Fund must be approved by the affirmative vote of at least 75 percent of the LVVWAC voting members at a regular or special meeting.

7.22.4 Annual Summary. In conjunction with Section 7.7 (Approval of Annual Budget) by October 31 of each year, SNWA will provide the PARTIES with a summary of the Reserve Fund's balance, deposits, and expenditures, as of the end of the previous fiscal year.

8. Modification. This Agreement may be amended only in a writing signed by all PARTIES.

9. Termination. This Agreement may be terminated by a majority of the PARTIES hereto by formal vote by the governing body of each PARTY. A PARTY may also unilaterally withdraw from this Agreement by action by its governing body following ninety days written notice to each PARTY. Such unilateral action to withdraw will terminate this Agreement with respect to the withdrawing PARTY and the Agreement will remain in full force and effect for all remaining PARTIES.

10. No Third-Party Beneficiaries. This Agreement shall not be deemed to be for the benefit of any entity or person who is not a PARTY to this Agreement, and this Agreement does not create any rights, benefits, or causes of action for any other person, entity, or member of the general public.

11. Bylaws. The LVVWAC shall adopt bylaws and procedures, including but not limited to quorum and voting rules, as are necessary and convenient to its operation and are consistent with this Agreement.

12. Public Participation. The LVVWAC shall comply with Nevada Revised Statutes

Chapter 241 and hold meetings that are open to the public.

13. Counterparts. This Agreement may be executed and approved in multiple counterparts, each of which shall be deemed an original.

/ / /

IN WITNESS WHEREOF, each of the PARTIES has executed this Agreement as of the date and year first written above.

SOUTHERN NEVADA WATER AUTHORITY

_____
Marilyn Kirkpatrick, Chair

Approved as to form:

Approved on _____, by the Board of Directors for the Southern Nevada Water Authority.

_____
Steven C. Anderson,
Southern Nevada Water Authority
Deputy Counsel

LAS VEGAS VALLEY WATER DISTRICT

_____
Marilyn Kirkpatrick, President

Approved as to form:

Approved on _____, by the Board of Directors for the Las Vegas Valley Water District.

_____
Steven C. Anderson,
Las Vegas Valley Water District
Deputy Counsel

AMENDED AND RESTATED AGREEMENT OF THE LAS VEGAS VALLEY WATERSHED ADVISORY COMMITTEE

Attest:

CITY OF LAS VEGAS

_____
LuAnn D. Holmes, MMC, CPO, MAOM
City Clerk

_____
Shelley Berkley, Mayor

Approved as to form:

Approved on _____, by the City Council for the City of Las Vegas.

_____
John S. Ridilla, Deputy City Attorney

Attest:

CITY OF NORTH LAS VEGAS

_____
Jackie Rodgers, City Clerk

_____
Pamela A. Goynes-Brown, Mayor

Approved as to form:

Approved on _____, by the City Council for the City of North Las Vegas.

_____
Andy Moore, City Attorney

AMENDED AND RESTATED AGREEMENT OF THE LAS VEGAS VALLEY WATERSHED ADVISORY COMMITTEE

CITY OF HENDERSON

_____
Stephanie Garcia-Vause,
ICMA-CM, FAICP
City Manager/CEO

Approved on _____, by the City Council for the City of Henderson.

ATTEST:

_____
Jose Luis Valdez, CMC
City Clerk

Approved as to funding:

_____
Maria Gamboa
Director of Finance

Approved as to content:

_____
Priscilla Howell
Director of Utility Services

Approved as to form:

_____ _____
Nicholas G. Vaskov CAO
City Attorney Review

Attest:

CLARK COUNTY WATER RECLAMATION DISTRICT

_____
Lynn Marie Goya, Secretary

_____
Tick Segerblom, Chair

Approved as to form:

Approved on _____, by the Board of Trustees for the Clark County Water Reclamation District.

_____

David J. Stoft, District General Counsel

Attest:

CLARK COUNTY

_____
Lynn Marie Goya, County Clerk

_____
James B. Gibson, Chair

Approved as to form:

Approved on _____, by the Board of County Commissioners for Clark County

_____
Lisa Logsdon, County Counsel

Attest:

CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT

_____
Deanna M. Hughes, Board Secretary

_____
Debra March, Chair

Approved as to form:

Approved on _____, by the Board of Directors for the Clark County Regional Flood Control District.

_____
Christopher Figgins, Clark County Regional Flood Control District Legal Counsel

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

November 19, 2026

Subject:
Resolution to Submit Grant Proposal

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

Recommendations:
That the Board of Directors approve a resolution authorizing the submission of a grant proposal to the Bureau of Reclamation's WaterSMART Enhancing Water Resources Projects and authorize the General Manager to execute a future funding agreement provided the Authority's obligations do not exceed $814,701.

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

Background:
The Bureau of Reclamation (Reclamation) recently announced available funding for its WaterSMART Enhancing Water Resources Projects grant program. These grants support projects that benefit water resource management for multiple uses, including water conservation and efficiency projects, water infrastructure improvements, and river and watershed restoration.

In accordance with eligibility requirements, the Board of Directors is being asked to approve a resolution authorizing the submission of a grant application to Reclamation. The application requests $1,900,970 in grant funding to construct a new, more natural channel stemming from the Cardy Lamb spring at the Warm Springs Natural Area. Coupled with invasive species removal, this will allow natural passage of federally endangered Moapa dace. The project will also improve water deliveries from the Cardy Lamb spring system into the Muddy River.

If the Board approves the attached Resolution and Reclamation awards the Authority's grant application, Reclamation will submit a funding agreement to the Authority for execution. Approval of this agenda item also authorizes the General Manager to execute that funding agreement, provided the Authority's total contribution does not exceed $814,701, and any subsequent amendments, so long as they do not fiscally affect the Authority.

This Resolution is being entered into pursuant to NRS 277.180 and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the Resolution.

JJE:CNP:KH:ta
Attachment: Resolution

AGENDA ITEM # 5

RESOLUTION IN SUPPORT OF APPLICATION FOR WATERSMART ENHANCING WATER RESOURCES PROJECTS GRANT FUNDING TO THE BUREAU OF RECLAMATION

WHEREAS, the Bureau of Reclamation's (Reclamation) WaterSMART Enhancing Water Resources Projects is soliciting proposals for and may provide financial assistance to irrigation districts, water districts, and other organizations to implement projects that will benefit water resource management for multiple uses, including river and watershed restoration; and

WHEREAS, the WaterSMART Enhancing Water Resources Projects specifically allows for project proposals that restore or improve in-stream habitat or adjacent riparian areas for the benefit of multiple system users, including fish and wildlife; and

WHEREAS, the Warm Springs Natural Area's Stewardship Plan follows management actions on the property consistent with the Muddy River Recovery Program; and

WHEREAS, the Southern Nevada Water Authority (Authority) and its ratepayers will benefit significantly from financial assistance to support environmental protection efforts in Southern Nevada.

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

1. That, if awarded, the Authority's General Manager, John J. Entsminger, or his designee, upon Board approval, has the authority to enter into an assistance agreement, or similar agreement, on behalf of the Authority with Reclamation for WaterSMART Enhancing Water Resources Project funding, and to execute any subsequent amendments to the assistance agreement, so long as they do not affect the Authority financially.

2. That the Authority's application requesting $1,900,970 to support its proposed project, Restoration of Fish Habitat and Fish Passage at the Warm Springs Natural Area, has been reviewed and approved by appropriate Authority staff, and the Board supports its submission to Reclamation's WaterSMART Enhancing Water Resources Projects.

3. That the application includes a funding plan that outlines the Authority's ability to contribute up to $814,701 and that, if awarded, the Authority has the financial capability to provide the cost share contribution, as specified in the funding plan.

4. That, if awarded, the Authority will work with Reclamation to meet established deadlines for entering into an assistance agreement or similar agreement.

Introduced and passed this 19th day of November 2026.

Attest: Southern Nevada Water Authority

_____ _____

John J. Entsminger, Secretary Marilyn Kirkpatrick, Chair

_____

Gregory J. Walch, General Counsel

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

November 19, 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, in substantially the same form as attached hereto, an amendment to the existing agreement among EMD Acquisition LLC d/b/a Borman Specialty Materials, the Las Vegas Valley Water District, and the Authority to correct real property ownership references, rename and expand the service area, and establish how to govern water service transferred to any third-party within that property.

Fiscal Impact:
None by approval of the above recommendation.

Background:
On September 17, 2026, the Board of Directors approved the Agreement Relating to Colorado River Contract Rights Owned by Borman Specialty Materials (Agreement), providing for the framework for permanent water service to EMD Acquisition LLC d/b/a Borman Specialty Materials (Borman) within the Black Mountain Industrial Complex (BMI Complex) and the assignment of 310 acre-feet of Borman 1969 Water Rights to the Authority. The Las Vegas Valley Water District's (District) Board also approved the Agreement on September 1, 2026, and the Agreement has since been executed by all parties. Pursuant to the Agreement, the effective date is pending satisfaction of the conditions precedent in Section 6.1 of the Agreement, including District Board approval and execution of an interlocal agreement for permanent water service between the District and the City of Henderson (City) and a water service agreement between Borman and the City.

Following execution of the Agreement, it was determined that the Nevada Environmental Response Trust (NERT), not Borman, is the fee owner of the property depicted on Exhibit A of the Agreement (Borman Service Area) and is operated by Borman as NERT's lessee. It is now necessary to clarify ownership of the Borman Service Area and to acknowledge water service to NERT by the City.

If approved, the attached First Amendment to the Agreement Relating to Colorado River Contract Rights Owned by Borman Specialty Materials (Amendment) provides the terms and conditions to correct real property ownership references, rename and expand the Borman Service Area, and establish how to govern water service transferred to any third-party within that property. Because the Agreement is not yet effective, this Amendment is structured to be integrated into the Agreement upon approval and execution, and to take effect concurrently with the Agreement upon satisfaction of the conditions precedent in Section 6.1 of the Agreement. If the Agreement does not become effective in accordance with Section 6.1, this Amendment shall have no force or effect. This Amendment will be taken to the District's Board on December 1, 2026.

This Amendment is being entered into pursuant to Sections 5(c), 6(a), and 18(d) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the Amendment.

JJE:DJR:BG:td
Attachments: Disclosure, Amendment, Agreement

AGENDA ITEM # **6**

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:	85
Corporate/Business EntityName:	EMD Acquisition LLC
Doing Business As:	Borman Specialty Materials
Street Address:	560 W. Lake Mead Parkway
City, State, and Zip Code	Henderson, Nevada 89015
Website:	https://bormansm.com/
Contact Name:	William Golden
Contact Email:	wjgolden@bormansm.com
Telephone No:	(702) 651-2200
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):

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?	**2**

Names, Titles and Percentage Owned:

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
William Golden	Director	50
John Wachter	Director	50
William Golden	Director	50
John Wachter	Director	50

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

Business Owner/Principal/Employee 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, principals, or employees 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: William Golden

Signer Title: Director

Signer Email: wjgolden@bormansm.com

Signed Date: 7/28/2026

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	7/28/2026
Signature	Print Name/Title	Date

FIRST AMENDMENT TO AGREEMENT RELATING TO COLORADO RIVER CONTRACT RIGHTS OWNED BY BORMAN SPECIALTY MATERIALS

This First Amendment to Agreement Relating to Colorado River Contract Rights Owned by Borman Specialty Materials (this **"Amendment"**) is made and entered into as of _____, 2026 (the **"Amendment Effective Date"**), by and among EMD Acquisition LLC, a Nevada limited liability company, doing business as Borman Specialty Materials, as successor-in-interest to American Potash & Chemical Corporation (**"BORMAN"**); 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"**). BORMAN, LVVWD, and SNWA are collectively the **"Parties."** Nevada Environmental Response Trust (**"NERT"**) is not a party to this Amendment or the Original Agreement.

RECITALS

A. The Original Parties entered into the Agreement Relating to Colorado River Contract Rights Owned by Borman Specialty Materials, LVVWD Agreement No. 015360.0 (the **"Original Agreement"**), which has been approved by the governing boards of LVVWD and SNWA and executed by all Parties but has not yet become effective pending satisfaction of the conditions precedent set forth in Section 6.1 of the Original Agreement, including Board approval and execution of the Permanent ILA by LVVWD and the City.

B. The Original Agreement provides for BORMAN to assign certain of its Colorado River contract rights to SNWA to support the provision of water by the City of Henderson (**"City"**) within the service area identified in the Original Agreement.

C. The Original Agreement defines the "BORMAN Service Area" by reference to property described as owned by BORMAN and contains other express or implied references to BORMAN's ownership of that property.

D. NERT, rather than BORMAN, owns the real property on which BORMAN conducts its operations and the other NERT property to be included in the service area, and BORMAN leases or otherwise occupies a portion of the NERT-owned property.

E. BORMAN owns the applicable rights under Contract No. 14-06-300-2083, dated September 18, 1969, as amended (the **"1969 Contract"**), and NERT owns no right, title, or interest in BORMAN's rights under the 1969 Contract.

F. BORMAN will provide a revised Exhibit A that includes the entire NERT-owned property intended to constitute the amended service area and identifies the property by legal description, map, or both.

G. NERT receives temporary potable water service from the City under separate agreements between the City and LVVWD and between the City and NERT. Those separate agreements govern the retail terms and conditions of City water service to NERT, while the Original Agreement, as amended by this Amendment, establishes the water-right basis for BORMAN, as the City's customer, to authorize NERT to receive water service as an Authorized User.

H. The Parties desire to correct the property-ownership references in the Original Agreement, replace the existing service-area exhibit, clarify that Assigned Water Rights Type 1 support City water service to BORMAN, as a customer, and NERT, as an Authorized User, within the BORMAN Service Area, and preserve the Original Agreement's allocation of the benefits of BORMAN's assignment of water rights to SNWA by providing that a NERT Transferee approved by BORMAN may receive City water service supported by Assigned Water Rights Type 2, subject to the terms of the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into this Amendment, and the mutual covenants contained below, the Parties agree as follows:

AMENDMENT

1. Defined Terms. Capitalized terms not defined in this Amendment have the meanings stated in the Original Agreement. From and after the Amendment Effective Date, references to the "Agreement" mean the Original Agreement as amended by this Amendment.

2. Replacement of Recital M. Recital M of the Original Agreement is deleted and replaced with the following:

> "M. Subject to the terms of this Agreement, the Permanent ILA, and the separate agreements governing water service to BORMAN, as customer, and NERT, as Authorized User, LVVWD is willing to authorize the City to provide water supported by the Assigned Water Rights Type 1 to BORMAN and NERT for use within the BORMAN Service Area (as now defined in Section 1, below)."

3. New Definitions. The following definitions are added to Section 1 of the Original Agreement:

> "Approved Third-Party Service Property" means property that becomes the subject of a NERT Transfer and for which BORMAN has authorized and approved City water service supported by Assigned Water Rights Type 2 under Section 4.1.
>
> "Authorized User" means a person or entity having a legal right to occupy real property or a structure located within the BORMAN Service Area, including NERT, that BORMAN has authorized in writing to receive City water service, subject to LVVWD's authorization of such service and the applicable City water-service agreement.
>
> "NERT Property" means all real property owned by NERT within the BMI Complex and legally described, depicted, or otherwise identified in Revised Exhibit A, including the portion leased to or otherwise occupied by BORMAN and the portion occupied or used by NERT.
>
> "NERT Transfer" means any sale, conveyance, assignment, or other transfer by NERT of fee title to any portion of the NERT Property to a third party, whether voluntary, involuntary, or by operation of law. "NERT Transferee" means the third party acquiring fee title in a NERT Transfer. The terms "NERT Transfer" and "NERT Transferee" are distinct from the term "Transfer" defined in Section 1.11 of the Original Agreement (which

refers to BORMAN's disposition of Retained Water Rights) and do not affect that definition.

4. Replacement of Section 1.3. Section 1.3 of the Original Agreement is deleted and replaced with the following:

"1.3 "Assigned Water Rights Type 1" means 300 acre-feet of BORMAN's 1969 Water Rights that BORMAN will convey to SNWA pursuant to this Agreement, which is the amount of expected annual water use by BORMAN and NERT within the BORMAN Service Area plus an amount of annual water use BORMAN reasonably believes sufficient for potential expansion of BORMAN's existing or future operations within the BORMAN Service Area, including those of BORMAN's subsidiaries, joint ventures, partnerships or tenants within the BORMAN Service Area. Assigned Water Rights Type 1 may support City water service to NERT within the BORMAN Service Area subject to the applicable separate water-service agreements. NERT acquires no ownership interest in the Assigned Water Rights Type 1."

5. Replacement of Section 1.4. Section 1.4 of the Original Agreement is deleted and replaced with the following:

"1.4 "Assigned Water Rights Type 2" means 10 acre-feet of BORMAN's 1969 Water Rights that BORMAN will convey to SNWA to hold and administer pursuant to this Agreement for the benefit of BORMAN and to support City water service to property within the BORMAN Service Area that becomes the subject of a NERT Transfer, provided BORMAN has authorized and approved the NERT Transferee, the transferred property, the proposed use, and the authorized volume in accordance with Section 4.1. Assigned Water Rights Type 2 also include any additional Retained Water Rights conveyed by BORMAN to SNWA under Section 4.1.3. The Assigned Water Rights Type 2 remain held and administered by SNWA and are not conveyed to a NERT Transferee. A NERT Transferee approved by BORMAN under Section 4.1 may receive, subject to this Agreement, the applicable interlocal agreement, and the applicable City water-service agreement City water service to the transferred property supported by the volume of Assigned Water Rights Type 2 authorized by BORMAN."

6. Replacement of Section 1.10. Section 1.10 of the Original Agreement is deleted and replaced with the following:

"1.10 'BORMAN Service Area' means the parcel or parcels within the BMI Complex identified in Revised Exhibit A, which parcels are owned by NERT as of the Amendment Effective Date and include the real property leased to or otherwise occupied by BORMAN."

7. Amendment to Section 1.11. Section 1.11 of the Original Agreement (defining "Transfer" and "Transferred" as BORMAN's disposition or use of Retained Water Rights) is preserved without modification and continues to govern the use of those terms in Section 2.3 and elsewhere in the Original Agreement. The terms "NERT Transfer" and "NERT Transferee," as defined in Section 3

of this Amendment, are separate defined terms that address NERT's conveyance of NERT Property and do not modify, limit, or expand the Section 1.11 definition.

8. Correction of Residual Property-Ownership References. To the extent not expressly addressed by Sections 2 through 7 of this Amendment, each remaining reference in the Original Agreement to BORMAN ownership of the NERT Property shall be construed to refer NERT's ownership of the NERT Property and BORMAN's lease or other occupancy of the applicable portion of the NERT Property. This Section does not otherwise modify the substantive rights or obligations of the Parties under the Original Agreement, including BORMAN's ownership of the BORMAN 1969 Water Rights.

9. Replacement of Section 4.1. Section 4.1 of the Original Agreement is deleted and replaced in its entirety with the following:

"4.1 NERT Transfer of NERT Property; Water Service for NERT Transferees.

4.1.1 Effect of NERT Transfer of Real Property. In the event NERT conveys or anticipates conveying its fee ownership interest in all or any portion of the BORMAN Service Area to a third party that will require water service, BORMAN shall provide written notice to LVVWD identifying the proposed transferee, the property to be conveyed, the proposed use of the property, and the volume of water service proposed to be supported by Assigned Water Rights Type 2. A conveyance of property by NERT, without BORMAN's written approval under this Section, does not entitle the transferee to receive water service supported by Assigned Water Rights Type 2.

4.1.2 BORMAN Authorization and Approval. BORMAN's prior written authorization and approval of the NERT Transferee, the transferred property, the proposed use, and the authorized volume are express conditions precedent to the NERT Transferee's receipt of City water service supported by Assigned Water Rights Type 2. BORMAN may grant or withhold its authorization and approval in its sole and absolute discretion. BORMAN shall have the right to negotiate and receive for itself the value of BORMAN's authorization to use Assigned Water Rights Type 2 to support City water service to NERT Transferee, and to contract with the NERT Transferee concerning that authorization. Neither SNWA nor LVVWD shall have any responsibility or liability concerning any agreement between BORMAN and a NERT Transferee, including any payment, consideration, representation, obligation, or dispute arising from such agreement. BORMAN's authorization and approval does not obligate SNWA, LVVWD, or the City to provide water service, and all service remains subject to this Agreement, the applicable interlocal agreement, available water rights, system capacity, and the applicable water provider's rules, requirements, approvals, charges, and conditions of service.

4.1.3 City Water Service Supported by Assigned Water Rights Type 2. If BORMAN authorizes and approves a NERT Transferee under Section 4.1.2, the NERT Transferee may apply to the City or LVVWD, as applicable, for new water service supported by Assigned Water Rights Type 2. BORMAN shall specify in its written authorization and approval: the transferred property, the approved use, and the maximum annual volume of

City water service authorized for the NERT Transferee. The approved volume of water service shall be committed from the available and uncommitted Assigned Water Rights Type 2 held and administered by SNWA for BORMAN's benefit. Subject to Section 4.1.2 and the other terms of this Agreement, LVVWD shall enter into or amend, as applicable, the permanent ILA authorizing the City to serve any third party receiving a commitment of Assigned Water Rights Type 2 as provided in this Agreement. If the available and uncommitted Assigned Water Rights Type 2 are insufficient to support the approved volume, BORMAN agrees to convey to SNWA, and SNWA shall accept, Retained Water Rights in an amount sufficient to satisfy the approved volume. The form and substance of such conveyance(s) shall be in a form agreed upon by the Parties and approved by CRC and BOR. Upon conveyance to SNWA, those Retained Water Rights shall constitute Assigned Water Rights Type 2 and shall be held and administered by SNWA in accordance with this Agreement.

4.1.4 Conservation-Based Use Restrictions. The use of City water service supported by Assigned Water Rights Type 2 by a NERT Transferee for use at the transferred property is subject to the SNWA and member-agency conservation-based Colorado River water use restrictions described in Section 2.3 of this Agreement (including without limitation restrictions on use of Colorado River water for evaporative cooling, turfgrass, decorative fountains, and large swimming pools). The Section 2.3 exemption applicable to BORMAN and BORMAN's subsidiaries, joint venturers, affiliates, partnerships, and tenants does not extend to a NERT Transferee solely by reason of its status as a NERT Transferee or its receipt of City water service supported by Assigned Water Rights Type 2.

4.1.5 Subsequent Transfers. The Assigned Water Rights Type 2 remain held and administered by SNWA and are not conveyed to any NERT Transferee or any subsequent owner of the property. Following a subsequent conveyance of Approved Third-Party Service Property, Assigned Water Rights Type 2 may continue to support water service to the property only if BORMAN first authorizes and approves the successor owner in writing. Any change from the use previously approved by BORMAN or any increase above the authorized volume also requires BORMAN's prior written authorization and approval under this Section. All water service remains subject to the applicable water provider's requirements. BORMAN may grant or withhold any authorization or approval required under this Section in its sole and absolute discretion.

4.1.6 No City Water Service Supported by Assigned Water Rights Type 2 without BORMAN Authorization and Approval. If BORMAN does not provide the authorization and approval required by Section 4.1.2, the NERT Transferee has no right under this Agreement to receive water service supported by the Assigned Water Rights Type 2; SNWA will not designate or administer Assigned Water Rights Type 2 for the NERT Transferee's use; and LVVWD will not authorize service in reliance on the Assigned Water Rights Type 2. BORMAN's authorization and approval does not obligate SNWA, LVVWD, or the City to provide water service, and any water service remains subject to this Agreement, the applicable interlocal agreement, the availability of sufficient water rights and system capacity, and the applicable water provider's rules, requirements,

approvals, charges, and conditions of service. Nothing in this Section invalidates or restricts a NERT Transfer or prohibits the City or LVVWD from providing service under another lawful authority and an independently established water-right or water-supply basis that does not rely on the Assigned Water Rights Type 2."

10. **Conforming Amendment to Section 3.1.** Subject to the applicable interlocal agreements, applicable retail water service agreements, and other terms of the Agreement, LVVWD's authorization includes City water service to BORMAN and NERT, as an Authorized User, within the BORMAN Service Area supported by Assigned Water Rights Type 1. The applicable City-NERT water-service agreement governs NERT's enforceable retail-service rights, maximum quantity, permitted uses, rates, metering, conservation obligations, and operational requirements. NERT is not an intended third-party beneficiary of this Agreement.

11. **Replacement of Exhibit A.** Exhibit A to the Original Agreement is deleted and replaced in its entirety by Revised Exhibit A attached to this Amendment. BORMAN shall provide Revised Exhibit A, which must identify the entire geographic area constituting the BORMAN Service Area.

12. **Assigned Water Rights Held and Administered by SNWA.** BORMAN, and not NERT, conveys the Assigned Water Rights to SNWA. The Assigned Water Rights remain held and administered by SNWA and are not conveyed to a NERT Transferee. A NERT Transfer does not by itself provide the NERT Transferee any ownership interest in the Assigned Water Rights or any contractual right under this Agreement to receive City water service supported by the Assigned Water Rights Type 2. A NERT Transferee may receive the contractual benefit of City water service supported by Assigned Water Rights Type 2 only through BORMAN's authorization and approval under Section 4.1. This Section states the effect of the Agreement on BORMAN's water rights and does not impose a covenant or representation on NERT.

13. **Ratification; Priority.** Except as expressly amended by this Amendment, the Original Agreement is ratified and remains in full force and effect. If there is a conflict between this Amendment and the Original Agreement, this Amendment controls. Nothing in the Original Agreement or this Amendment amends or supersedes the agreements governing the City's provision of water service to NERT. Those separate agreements govern the retail terms and conditions of NERT's water service, while this Agreement governs the Assigned Water Rights supporting that service.

14. **Counterparts; Electronic Signatures.** This Amendment may be executed in counterparts and by electronic signature. Each counterpart is deemed an original, and all counterparts together constitute one instrument.

15. **Amendment Effective Date.** This Amendment shall become effective concurrently with, and only upon, the Original Agreement becoming effective in accordance with Section 6.1 of the Original Agreement. Approval of this Amendment by the governing boards of LVVWD and SNWA shall precede the Original Agreement's effectiveness and, if applicable, requires an affirmative vote of two-thirds of the SNWA Directors in office under Section 18(d) of the SNWA 1995 Amended Cooperative Agreement. Upon approval by the governing boards of LVVWD and SNWA and execution by all Parties, this Amendment shall be integrated into the Original Agreement and shall take effect concurrently with the Original Agreement upon satisfaction of the conditions precedent

in Section 6.1 of the Original Agreement. If the Original Agreement does not become effective in accordance with Section 6.1 thereof, this Amendment shall have no force or effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Amendment Effective Date.

SNWA:

SOUTHERN NEVADA WATER AUTHORITY, a political subdivision of the State of Nevada

By: _____
John J. Entsminger
General Manager

Date: _____

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

Date: _____

APPROVED AS TO FORM:

Brent Gunson
_____
Gregory J. Walch
General Counsel

BORMAN:

EMD ACQUISITION LLC, a Nevada limited liability company, d/b/a Borman Specialty Materials

By: _____
William Golden
Director

Date: _____

REVISED EXHIBIT A
BORMAN SERVICE AREA

[Revised Exhibit A, including legal description, APNs, and map identifying the portion occupied by BORMAN and the portion used by NERT.]

APN:178-12-810-001
AND 178-12-410-002

BORMAN SERVICE
AREA AGREEMENT
LEGAL DESCRIPTION

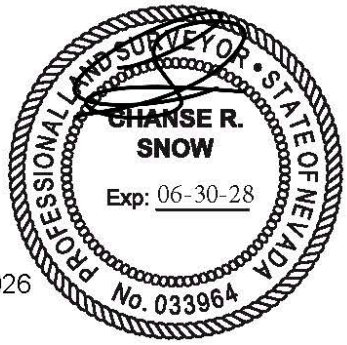
THAT PORTION OF SECTIONS 12 AND 13 TOWNSHIP 22 SOUTH, RANGE 62 EAST, M.D.M., DESCRIBED AS FOLLOWS:

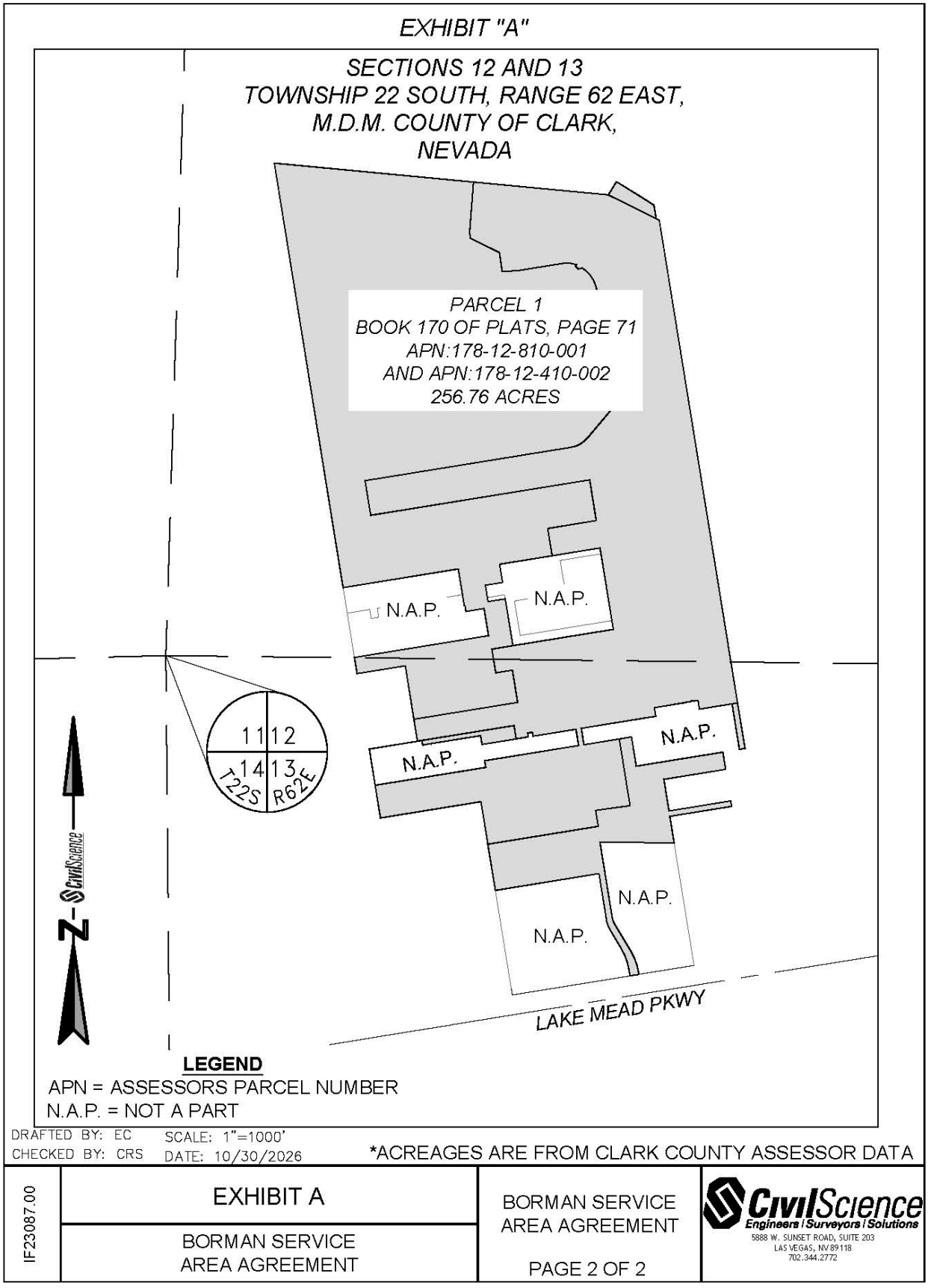
PARCEL 1 AS SHOWN BY MAP THEREOF IN BOOK 170 OF PLATS, PAGE 71, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

CONTAINING 256.76 ACRES MORE OR LESS.

CHANSE R. SNOW
PROFESSIONAL LAND SURVEYOR
NEVADA CERTIFICATE NO. 33964
CERTIFICATE EXPIRES: JUNE 30, 2028
CIVIL SCIENCE INC.
5888 W. SUNSET ROAD, SUITE 203
LAS VEGAS, NEVADA 89118
(435) 986-0100
CSNOW@CIVILSCIENCE.COM
SHEET 1 OF 2

10/30/2026




EXHIBIT "A"
SECTIONS 12 AND 13
TOWNSHIP 22 SOUTH, RANGE 62 EAST,
M.D.M. COUNTY OF CLARK,
NEVADA
PARCEL 1
BOOK 170 OF PLATS, PAGE 71
APN:178-12-810-001
AND APN:178-12-410-002
256.76 ACRES
N.A.P.
N.A.P.
N.A.P.
N.A.P.
N.A.P.
N.A.P.
11 12
14 13
T22S R62E
N
LAKE MEAD PKWY
LEGEND
APN = ASSESSORS PARCEL NUMBER
N.A.P. = NOT A PART
DRAFTED BY: EC
CHECKED BY: CRS
SCALE: 1"=1000'
DATE: 10/30/2026
*ACREAGES ARE FROM CLARK COUNTY ASSESSOR DATA
IF23087.00
EXHIBIT A
BORMAN SERVICE AREA AGREEMENT
BORMAN SERVICE AREA AGREEMENT
PAGE 2 OF 2
CivilScience
Engineers / Surveyors / Solutions
5888 W. SUNSET ROAD, SUITE 203
LAS VEGAS, NV 89118
702.344.2772

AGREEMENT

AGREEMENT RELATING TO COLORADO RIVER CONTRACT RIGHTS OWNED BY BORMAN SPECIALTY MATERIALS

This Agreement Relating to Colorado River Contract Rights Owned by EMD Acquisition LLC, a Nevada limited liability company, d/b/a Borman Specialty Materials ("Agreement"), is made and entered into as of the Effective Date (as such term is defined below) by EMD Acquisition LLC, a Nevada limited liability company, d/b/a Borman Specialty Materials (successor-in-interest to American Potash & Chemical Corporation) ("BORMAN"), 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 BORMAN 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. BORMAN and/or its affiliates produces electrolytic manganese dioxide and other specialty chemicals 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) BORMAN, (2) Pioneer Americas LLC, a Delaware limited liability company, d/b/a Olin Chlor Alkali Products and Vinyls (successor-in-interest to Stauffer Chemical Company), (3) Lhoist North America of Arizona Inc., an Arizona corporation, (successor-in-interest to The Flintkote Company), and (4) Titanium Metals Corporation, a Delaware corporation, (successor-in-interest to Titanium Metals Corporation of America).

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 BORMAN.

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 BORMAN, either directly or through HWC's Water Delivery System, to be used within the BORMAN 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 300 acre-feet of BORMAN's 1969 Water Rights that BORMAN will convey to SNWA pursuant to this Agreement, which is the amount of BORMAN's expected annual water use within the BORMAN Service Area plus an amount of annual water use BORMAN reasonably believes sufficient for potential expansion of its existing or future operations within the BORMAN Service Area, including those of BORMAN's subsidiaries, joint ventures, partnerships or tenants within the BORMAN Service Area.

1.4 "Assigned Water Rights Type 2" means 10 acre-feet of BORMAN's 1969 Water Rights that BORMAN will convey to SNWA to hold for the benefit of BORMAN pursuant to this Agreement, which is the amount of annual water use that BORMAN reasonably believes sufficient for any real property that is located within the BORMAN Service Area and that, after the Effective Date, the fee title to which is conveyed by BORMAN 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 BORMAN within the BORMAN Service Area for industrial and domestic purposes within LVVWD's service territory.

1.8 "Retained Water Rights" means (1) the balance of BORMAN's 1969 Water Rights retained by BORMAN after assignment of the Assigned Water Rights to SNWA, and (2) any Assigned Water Rights that are reconveyed from SNWA back to BORMAN 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 "BORMAN Service Area" means the parcel(s) within the BMI Complex owned by BORMAN as set forth in Exhibit A.

1.11 "Transfer" or "Transferred" means BORMAN'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 BORMAN or BORMAN's subsidiaries, joint ventures, affiliates, partnerships or tenants.

2 OBLIGATIONS OF BORMAN

2.1 Assignment. Prior to the effective date of a Permanent ILA, and as a condition precedent therefore, BORMAN 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. BORMAN 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 BORMAN'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) BORMAN 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 BORMAN or BORMAN's subsidiaries, joint venturers, affiliates, partnerships, or tenants of any Assigned Water Rights within the BORMAN Service Area, including any Assigned Water Rights that revert to BORMAN pursuant to Section 3.3, nor to Retained Water Rights used to increase the capacity of existing or historical operations within the BORMAN Service Area. Provided BORMAN 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 BORMAN's performance of obligations under this Agreement, SNWA and LVVWD shall make water available to BORMAN 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 BORMAN. The Permanent ILA will provide that City has authority to serve BORMAN and BORMAN's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the BORMAN 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 BORMAN for any reason, LVVWD will cooperate with BORMAN and work to provide such retail water service within the BORMAN Service Area directly to BORMAN and BORMAN's subsidiaries, joint, ventures, partnerships, tenants, transferees and assignees. Subject to the foregoing, BORMAN acknowledges and agrees that (a) neither SNWA nor LVVWD will have any contractual or utility/customer relationship with BORMAN for delivery of water to BORMAN or BORMAN's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the BORMAN Service Area, (b) SNWA shall under no circumstances be responsible for delivering water to BORMAN or BORMAN's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the BORMAN Service Area, and (c) neither SNWA nor LVVWD shall be liable to BORMAN for any damages or losses incurred by BORMAN or others occasioned by any failure of City to provide water to BORMAN in a quantity or of a quality necessary for BORMAN's operations or those of BORMAN's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the BORMAN Service Area.

3.2 License for BORMAN and/or HWC Diversion and Use of Assigned Water Rights. SNWA hereby grants an irrevocable license to BORMAN 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 BORMAN's own operations in the BORMAN Service Area or those of BORMAN's subsidiaries, joint ventures, partnerships or tenants within the BORMAN Service Area; provided, however, that as conditions precedent for the exercise of any license rights hereunder, (i) BORMAN, HWC and BOR must be able to accurately account for BORMAN's and HWC's diversions and return flows, if any, through reliable metering or gauging devices, and BORMAN and HWC, as applicable, must provide monthly reports of the foregoing to LVVWD and the City, (ii) BORMAN shall provide not less than thirty (30) days written notice to SNWA, LVVWD, and City before undertaking any such diversions; (iii) BORMAN 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 BORMAN 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) BORMAN 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 BORMAN's exercise of license rights hereunder.

3.3 BORMAN'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 BORMAN or to BORMAN's subsidiaries, joint ventures, partnerships, or tenants, transferees or assignees, then upon BORMAN's written notice of default, and provided SNWA does not restore such service within thirty (30) days of BORMAN's written notice of default, BORMAN may require that SNWA reconvey to BORMAN, through an instrument the substance and form of which is acceptable to BORMAN, CRC, and BOR, the portion of the Assigned Water Rights impacted by the failure of wholesale water service to City for retail delivery to BORMAN, or to BORMAN'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 BORMAN Service Area; Notice of Assigned Water Rights Type 2, and Additional Assigned Water Rights Type 2. In the event BORMAN conveys its fee ownership interest in all or any portion of the BORMAN Service Area to a third party that will require water service from the City, BORMAN 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 BORMAN. 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, BORMAN 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 BORMAN 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 BORMAN considers a sale of any portion of the Retained Water Rights, BORMAN 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 BORMAN has undertaken certain measures to reduce its demand for water both prior to and after BORMAN paid SNWA's Regional Connection Charge ("RCC") that was assessed under the Water Service Agreement and necessary for BORMAN (through the Basic Water Infrastructure) to connect temporarily to City's water system. The Parties further agree that BORMAN will be refunded that portion of the RCC attributable to the volume of water BORMAN will ultimately not be using as a result of its permanently reduced demand for its operations at the BORMAN Service Area, as those operations exist as of the Effective Date, and that BORMAN 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 BORMAN, 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 BORMAN has substantially reduced its water demands and will refund to BORMAN the portion of the deposited RCC represented by the reduction in use within thirty (30) days of the Effective Date. Notwithstanding the foregoing, BORMAN acknowledges that BORMAN and/or BORMAN's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the BORMAN 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 BORMAN Service Area have already been paid.

4.4 WET Program Award. If expenses are not funded through any other third-party funding program, BORMAN 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. BORMAN 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 BORMAN Service Area that will foreseeably lead to an increase in BORMAN's water use (or that of BORMAN's subsidiaries, joint ventures, partnerships or tenants operating within the BORMAN 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 BORMAN and/or BORMAN's subsidiaries, joint ventures, partnerships or tenants within the BORMAN Service Area), BORMAN shall, to the extent the Assigned Water Right Type 1 or 2 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 BORMAN to (a) construct improvements that enable BORMAN 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 BORMAN, 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 BORMAN's ability or that of BORMAN's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the BORMAN Service Area to obtain continued access to water service.

4.8 Agreement with City. Contemporaneously with the execution of this Agreement, BORMAN agrees to enter into an agreement with City related to City's provision of water to BORMAN, either directly or through HWC's Water Delivery System, for use within the BORMAN Service Area.

5 INDEMNITY

5.1 BORMAN Indemnity. BORMAN 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 BORMAN, a BORMAN subsidiary, joint venture, partnership or tenant, or the use or distribution of such water by BORMAN or a BORMAN subsidiary, joint venture, partnership or tenant ("BORMAN's Indemnity"). BORMAN'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. BORMAN 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 AdobeSign 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, Nevada 89153
Email: doa.ross@lvvwd.com

With a copy to:
Attention: General Counsel
1001 S. Valley View Boulevard
Las Vegas, Nevada 89153
Email: greg.walch@lvvwd.com

If To BORMAN:
Borman Specialty Materials
Attn: Travis Starling
560 W. Lake Mead Parkway
Henderson, Nevada 89015
email: travis.starling@bormansm.com

With a copy to:
William J. Golden, Esq.
c/o Borman Specialty Materials
560 W. Lake Mead Parkway
Henderson, Nevada 89015
Email: wjgolden@bormansm.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
John J. Entsminger (Sep 17, 2026 13:43:02 PDT)
John J. Entsminger
General Manager

APPROVED AS TO FORM:

Brent Gunson
Brent Gunson (Aug 20, 2026 17:56:32 PDT)
Gregory J. Walch
General Counsel

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

By: John J. Entsminger
John J. Entsminger (Sep 17, 2026 13:43:02 PDT)
John J. Entsminger
General Manager

APPROVED AS TO FORM:

Brent Gunson
Brent Gunson (Aug 20, 2026 17:56:32 PDT)
Gregory J. Walch
General Counsel

BORMAN:
EMD Acquisition LLC, a Nevada limited liability company,
d/b/a Borman Specialty Materials

By: William Golden
William Golden (Aug 24, 2026 15:28:17 EDT)
William Golden
Director

Exhibit A

BORMAN Service Area

[Attached]


Exhibit A
EMD Acquisition LLC dba Borman Specialty Materials
Service Area (depicted within bold pink lines)
Warm Springs Road
Boulder Highway
N Water Street
Lake Mead Parkway
Eastgate Road
US Ln1

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

November 19, 2026

Subject:
Grant Deed-Deed of Dedication

Petitioner:
Doa J. Ross, Deputy General Manager, Engineering and Operations

Recommendations:
That the Board of Directors approve and authorize the General Manager, or designee, to sign a deed of dedication granting a 10-foot strip of Authority-owned property to the City of North Las Vegas to support the 3973S Decatur Pumping Station Offsite Improvements Project.

Fiscal Impact:
None by approval of the above recommendation.

Background:
On January 21, 1999, the Board of Directors approved the Authority's Amended Capital Improvements Plan, which included the Decatur Pumping Station Project (Pumping Station). The Board awarded the bid for the Pumping Station on August 22, 2002, and construction was completed in 2004. The Pumping Station was designed to serve both the City of North Las Vegas (CNLV) and the Las Vegas Valley Water District. At the time of construction, adjacent roadway and sidewalk improvements were deferred because surrounding street infrastructure had not been completed. The CNLV is now requesting completion of the deferred offsite improvements. The Authority has assigned those improvements to the 3973S Decatur Pumping Station Offsite Improvements Project (Project).

The public right-of-way surrounding the Pumping Station is owned by the CNLV. In addition to the CNLV right-of-way, a portion of Authority-owned property within Clark County Assessor Parcel Number (APN) 124-07-301-010 (Property), will also need to be dedicated. The Property is located as generally shown on Attachment A, consists of a 10-foot strip of frontage along Decatur with a 20-foot-wide portion on the southern end, totals approximately 3,238 square feet, and will be used to tie-in with the existing sidewalk. The Authority's dedication of the Property will enable completion of previously deferred public infrastructure improvements, enhance pedestrian accessibility, and ensure the Pumping Station frontage conforms to current CNLV public right-of-way standards.

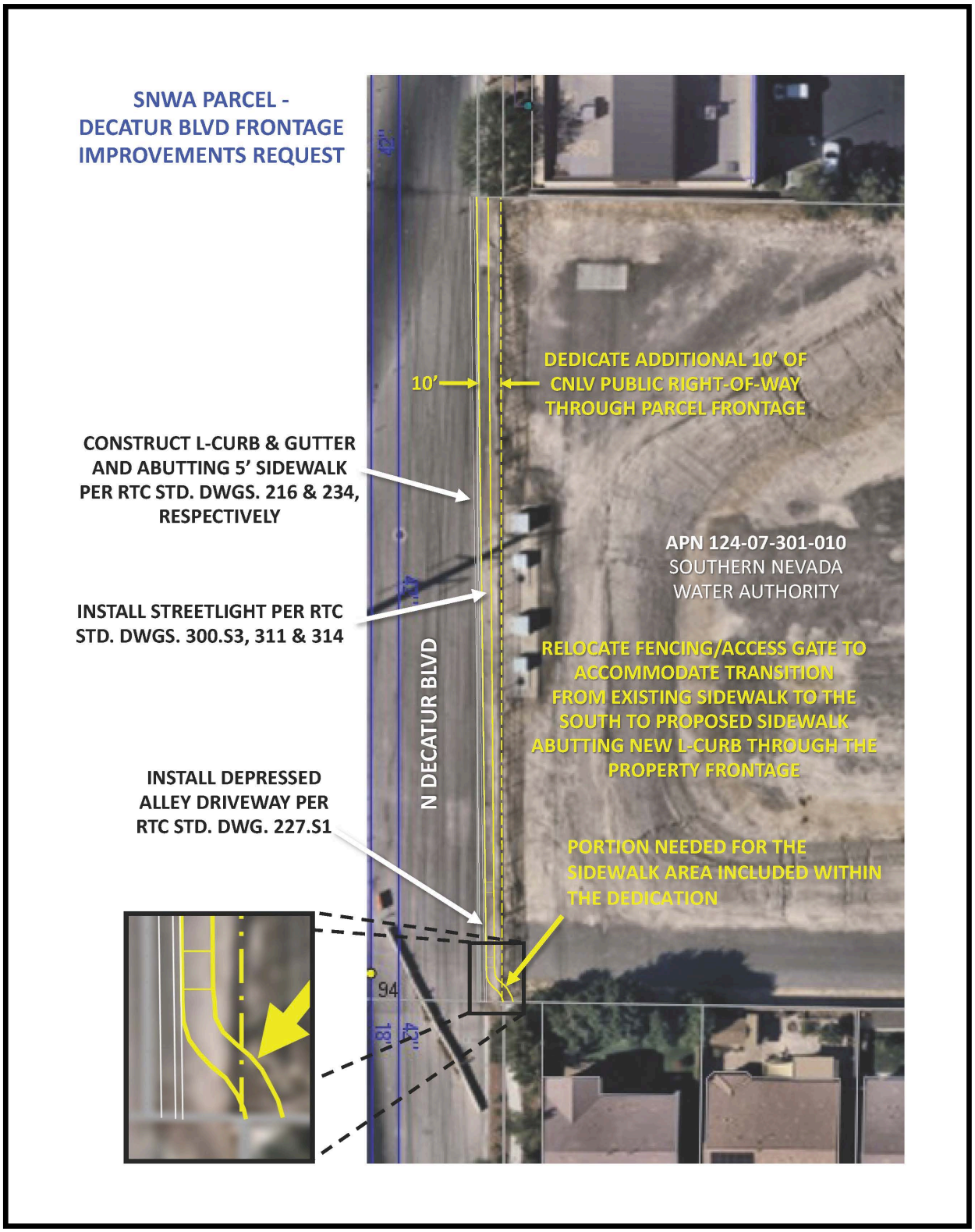
If approved, the attached Grant Deed-Deed of Dedication (Deed) will convey the Property to the CNLV for use as public rights-of-way for roads, utilities and other public purposes under CNLV jurisdiction. The Authority will retain ownership of the Pumping Station and the remaining portion of APN 124-07-301-010.

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

JJE:DJR:PJJ:np
Attachments: Attachment A, Deed, Exhibits

AGENDA ITEM # 7

3973S - DECATUR PUMPING STATION OFFSITE IMPROVEMENTS



APN 124-07-301-010

CITY OF
NORTH LAS VEGAS

GRANT DEED-
DEED OF DEDICATION

WHEREAS, the City of North Las Vegas, State of Nevada, desires the land hereinafter described to provide rights-of-way for roads, utilities, and other public purposes, and

WHEREAS, the proposed route has been determined by the City of North Las Vegas, and

WHEREAS, Southern Nevada Water Authority, a political subdivision of the State of Nevada, as Grantor, desires to grant and convey the land hereinafter described to provide rights-of-way for roads, utilities, and other public purposes to the City of North Las Vegas and to those agencies entitled to occupy public roads, and streets in the City of North Las Vegas, by law or duly granted franchise rights, their successors and assigns, as Grantees, the below described parcel of land for said purposes,

NOW, THEREFORE, in good and sufficient consideration, receipt of which is hereby confessed and acknowledged by, the undersigned Grantor(s) do(es) hereby Grant, Bargain, Sell, and Convey to the City of North Las Vegas the following described parcel of land:

See attached Exhibits "A & B"

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

APN 124-07-301-010

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal this ____ day of _____, _____.

Southern Nevada Water Authority,

By: _____(Signature)

_____ (Print name)

Its: _____(Print title)

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, _____

by _____ as _____

of _____.

_____

Notary Public in and for said County and State
My Commission Expires on _____.

When Recorded Mail To:
City of North Las Vegas
City Clerk
2250 Las Vegas Boulevard North, Suite 135
North Las Vegas, NV 89030

Portion of A.P.N. 124-07-301-010

"EXHIBIT A"

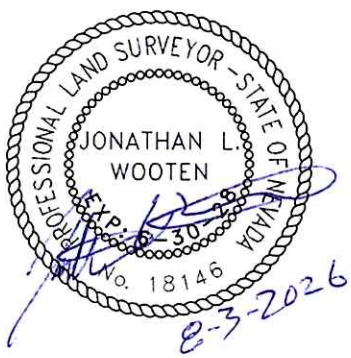
A description of real property being a portion of that parcel of land described in Grant, Bargain, Sale Deed recorded in Book 19990528, Instrument 04005 of Official Records, as PARCEL 3 as shown on File 95, Page 3 of Parcel Maps, on file in the Clark County, Nevada, Recorder's Office, situate within the northwest quarter (NW1/4) of the southwest quarter (SW1/4) of section 7, township 19 south, range 61 east, Mount Diablo Meridian, Clark County, Nevada, being more particularly described as follows:

The west 10 feet of said PARCEL 3, together with the south 10 feet of the east 10 feet of the west 20 feet of said PARCEL 3.

The lands described herein contain 3,238 square feet, more or less.

References:

1) "EXHIBIT B" 26L0409001 DECATUR DIAGRAM attached hereto and made a part hereof
2) File 95, Page 3 of Parcel Maps
3) Book 19990528, Instrument 04005 of Official Records
4) Book 20030402, Instrument 00998 of Official Records

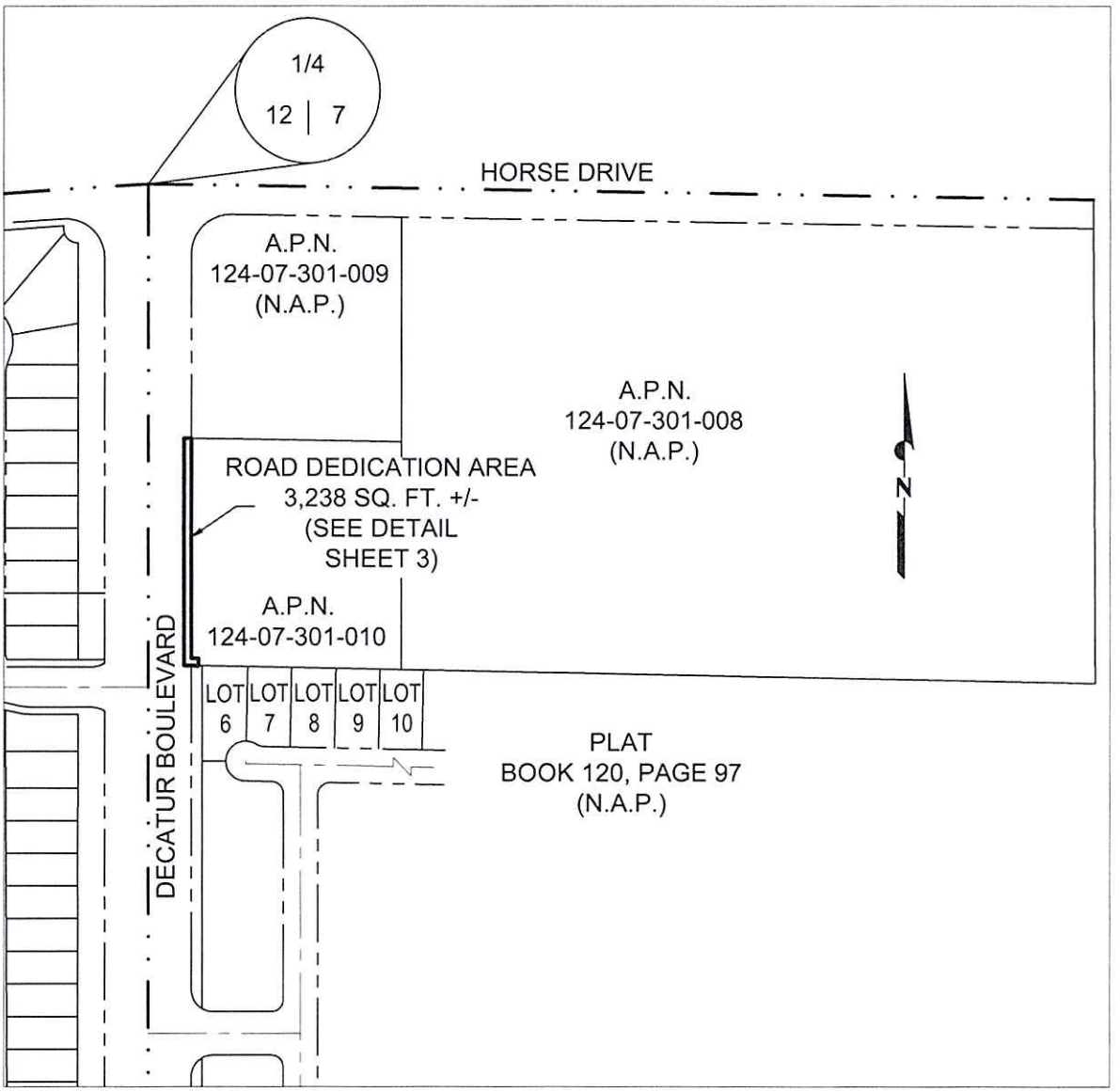


Jonathan L. Wooten
Nevada License No. 18146
Professional Land Surveyor
Las Vegas Valley Water District

Prepared by: jlw Checked by: sjw
G:_PROJECTS_CONTRACT JOBS (DESIGN)\26L0494001\WORKING FILES\WORD\26L0494001 DECATUR PUMP STATION ROAD DEDICATION DESCRIPTION.DOCX

APN:124-07-301-010

"EXHIBIT B"
PT., SECTION 07, T.19 S., R.61 E., M.D.M.



LEGEND

- PARCEL LINES
- CENTERLINE
- TIE LINES
- SECTION LINES
- EASEMENT AREA
- RIGHT OF WAY LINES

(N.A.P.) NOT A PART
SQ.FT. SQUARE FEET

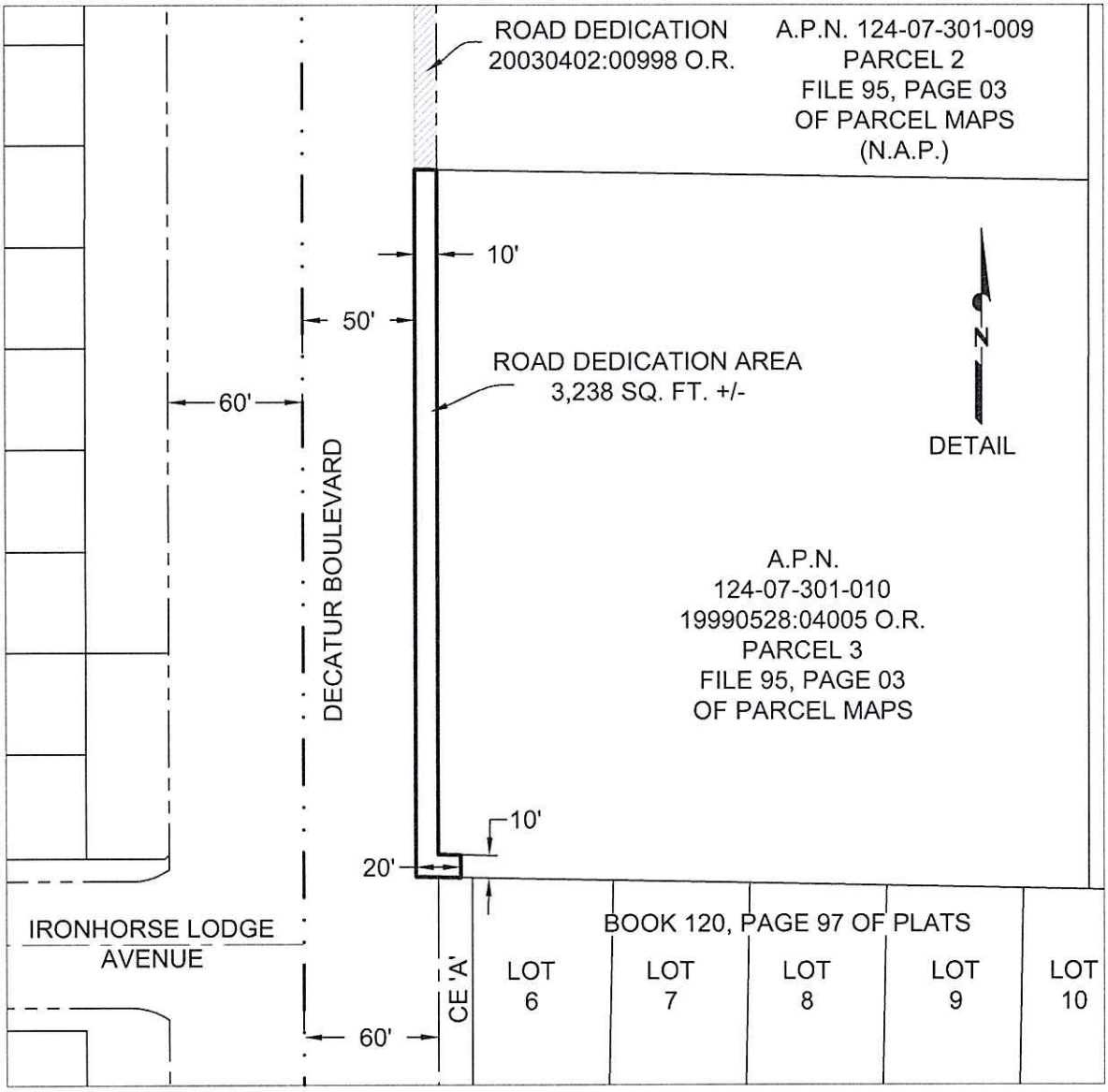
PROFESSIONAL LAND SURVEYOR – STATE OF NEVADA
JONATHAN L. WOOTEN
No. 18146
6-30-26

DATE: 8-3-2026

SCALE	DRAWN BY: JLW 8/3/26	26L0494001
1" =200'	CHECKED BY: SJW 8/3/26	DECATUR PUMP STATION
PAGE 2 OF 3	PLS: JLW 8/3/26	ROAD DEDICATION AREA DIAGRAM

APN:124-07-301-010

"EXHIBIT B"
PT., SECTION 07, T.19 S., R.61 E., M.D.M.



LEGEND

PARCEL LINES			
CENTERLINE			
TIE LINES			
SECTION LINES			
EASEMENT AREA	O.R.	OFFICIAL RECORDS	
RIGHT OF WAY LINES	(N.A.P.)	NOT A PART	

PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA
JONATHAN L. WOOTEN
No. 18146
EXP: 6-30-28

DATE: 8-3-2026

SCALE	DRAWN BY: JLW 8/3/26	26L0494001
1" =80'	CHECKED BY: SJW 8/3/26	DECATUR PUMP STATION
PAGE 3 OF 3	PLS: JLW 8/3/26	ROAD DEDICATION AREA DIAGRAM

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

November 19, 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 NightPeak Energy LLC, the Las Vegas Valley Water District, and the Authority addressing the exchange of Colorado River water rights with the Authority and outlining the framework for permanent water service to NightPeak Energy LLC within the Black Mountain Industrial Complex.

Fiscal Impact:
If the above recommendation is approved, the Authority would refund the previously paid Regional Connection Charge and reassess the charge based upon applicable rates.

Background:
Since the 1950s, Colorado River water has been delivered to the Black Mountain Industrial (BMI) Complex industries, most recently through a 1969 contract with 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 7, 2022, the Las Vegas Valley Water District (District) Board of Directors approved an interlocal agreement with the City of Henderson (City) 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 affiliates filed for Chapter 11 bankruptcy protection. On October 20, 2023, the bankruptcy court approved a plan liquidating Basic's assets, including the Basic water infrastructure, creating an immediate need for a long-term solution for the BMI Complex industries to receive permanent water service.

In December of 2023, NightPeak Energy LLC (NightPeak), an independent power producer, acquired Saguaro Power Company, a limited partnership (Saguaro). On June 6, 2023, the District entered into an interlocal agreement with the City for the provision of temporary water service to Saguaro for a period of 36 months, ending on July 18, 2026. That agreement was amended on April 27, 2026, and extended services through October 1, 2027.

On July 16, 2026, Pioneer Americas LLC d/b/a Olin Chlor Alkali Products and Vinyls (Olin), the District, and the Authority entered into an agreement for the assignment of a portion of Olin's 1969 Water Rights to the Authority (Olin Agreement), which covered Olin's expected operations, reasonable expansion, or for the benefit of any future third-party purchaser of portions of Olin-owned parcels in the BMI Complex. The Olin Agreement also included a provision to allow Olin the right to transfer up to 250 acre-feet of the balance of its rights under the 1969 Water Agreement

to NightPeak, within 6 months following the effective date of the Agreement, and only for the purpose of allowing NightPeak to continue its ongoing power generation and production.

If approved, the attached Agreement Relating to Colorado River Contract Rights Owned by NightPeak Energy LLC (Agreement) includes the terms and conditions for NightPeak's assignment to the Authority of 250 acre-feet of the 1969 Water Rights it acquires from Olin and ensures that NightPeak abides by certain water conservation requirements. Pursuant to the Agreement, the District agrees to enter into a permanent interlocal agreement with the City authorizing the City to provide potable water service to NightPeak within the District's service territory for use in the Service Area. This Agreement requires a vote of two-thirds of the Directors in office.

This Agreement is being entered into pursuant to Sections 5(c), 6(a), and 18(d) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the Agreement.

JJE:DJR:BG:td
Attachments: Disclosure, Agreement

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:	Nightpeak Energy LLC
Doing Business As:	
Street Address:	1423 Broadway, STE 200, PMB 144
City, State, and Zip Code	Oakland, CA 94612
Website:	https://nightpeak.energy/
Contact Name:	Legal Department
Contact Email:	sparikh@nightpeak.energy
Telephone No:	(855) 644-4875
Fax No:	(855) 644-4875

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):

Nightpeak Energy LLC is owned 95% by Energy Spectrum Partners Fund VIII and 5% by Nightpeak Management LLC. No individual or entity invidicually owns 5% or more of Nightpeak Energy LLC

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)
Paris Hays	CEO	0

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

Business Owner/Principal/Employee 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, principals, or employees 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:	Sujay Parikh
Signer Title:	General Counsel
Signer Email:	sparikh@nightpeak.energy
Signed Date:	10/08/2026
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	10/21/2026
Signature	Print Name/Title	Date

AGREEMENT RELATING TO COLORADO RIVER CONTRACT RIGHTS OWNED BY NIGHTPEAK ENERGY LLC

This Agreement Relating to Colorado River Contract Rights Owned by NightPeak Energy LLC ("Agreement"), is made and entered into as of the Effective Date (as such term is defined below) by NightPeak Energy LLC, a Delaware limited liability company ("NIGHTPEAK"), 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 NIGHTPEAK 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. NIGHTPEAK, which acquired the assets of Saguaro Power Company, A Limited Partnership ("SAGUARO"), operates a power generation facility ("Power Facility") within the Black Mountain Industrial Complex ("BMI Complex") on real property leased from Pioneer Americas LLC, a Delaware limited liability company, d/b/a Olin Chlor Alkali Products and Vinyls (successor-in-interest to Stauffer Chemical Company) ("OLIN").

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) OLIN, (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) Titanium Metals Corporation, a Delaware corporation, (successor-in-interest to Titanium Metals Corporation of America) ("TIMET").

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.

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, whose assets were thereafter acquired by NIGHTPEAK and branded Saguaro Power, 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 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. In June of 2023, LVVWD and City entered into an interlocal agreement (LVVWD authorizing City to provide SAGUARO up to 340 AFY of potable water per calendar year, under which NIGHTPEAK, as acquirer of the assets of SAGUARO, currently receives temporary water service.

N. As part of its operation of the Power Facility, NIGHTPEAK and NIGHTPEAK's predecessor, SAGUARO, have relied on Colorado River water delivered by Basic under OLIN's 1969 Water Rights, as OLIN's express assignee of such deliveries, and, following the failure of the Basic Water Infrastructure, on temporary water service from City. NIGHTPEAK is now negotiating with OLIN for the purchase of a portion of OLIN's 1969 Water Rights (as defined in Section 1 below) (the "Water Rights Purchase"), which NIGHTPEAK and OLIN intend to complete as the one-time transfer authorized under Section 2.4 of LVVWD Agreement No. 015099.0 among OLIN, LVVWD, and SNWA (the "OLIN Agreement").

O. 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 NIGHTPEAK, either directly or through HWC's water delivery system, to be used within the NIGHTPEAK 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. For purposes of this Agreement, "NIGHTPEAK's 1969 Water Rights" means the portion of OLIN's 1969 Water Rights conveyed to NIGHTPEAK through the Water Rights Purchase, as approved and documented by CRC and BOR.

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 240 acre-feet of NIGHTPEAK's 1969 Water Rights that NIGHTPEAK will convey to SNWA pursuant to this Agreement, which is the amount of NIGHTPEAK's expected annual water use within the NIGHTPEAK Service Area plus an amount of annual water use NIGHTPEAK reasonably believes sufficient for potential expansion of its existing or future operations within the NIGHTPEAK Service Area, including those of NIGHTPEAK's subsidiaries, joint ventures, partnerships or tenants within the NIGHTPEAK Service Area.

1.4 "Assigned Water Rights Type 2" means 10 acre-feet of NIGHTPEAK's 1969 Water Rights that NIGHTPEAK will convey to SNWA to hold for the benefit of NIGHTPEAK pursuant to this Agreement, which is the amount of annual water use that NIGHTPEAK reasonably believes sufficient for any real property that is located within the NIGHTPEAK Service Area and that, after the Effective Date, the fee title to which is conveyed by NIGHTPEAK 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 NIGHTPEAK within the NIGHTPEAK Service Area for industrial and domestic purposes within LVVWD's service territory.

1.8 "Retained Water Rights" means (1) the balance of NIGHTPEAK's 1969 Water Rights retained by NIGHTPEAK after assignment of the Assigned Water Rights to SNWA, and (2) any Assigned Water Rights that are reconveyed from SNWA back to NIGHTPEAK 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 "NIGHTPEAK Service Area" means the real property within the BMI Complex, as set forth in Exhibit A. The Parties acknowledge that the NIGHTPEAK Service Area lies within the OLIN Service Area (as defined in the OLIN Agreement), and that water service within the NIGHTPEAK Service Area under the Permanent ILA shall be supplied from the Assigned Water Rights under this Agreement and not from the Assigned Water Rights under the OLIN Agreement.

1.11 "Transfer" or "Transferred" means NIGHTPEAK'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 NIGHTPEAK or NIGHTPEAK's subsidiaries, joint ventures, affiliates, partnerships or tenants.

1.12 "Water Rights Purchase" means the transaction contemplated by the definitive agreement between NIGHTPEAK and OLIN pursuant to which OLIN will sell, assign, and convey to NIGHTPEAK a portion of OLIN's 1969 Water Rights as the one-time transfer authorized under Section 2.4 of the OLIN Agreement.

2 OBLIGATIONS OF NIGHTPEAK

2.1 Assignment. Prior to the effective date of a Permanent ILA, and as a condition precedent therefore, NIGHTPEAK 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. NIGHTPEAK 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 NIGHTPEAK'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) NIGHTPEAK 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 NIGHTPEAK or NIGHTPEAK's subsidiaries, joint ventures, affiliates, partnerships, or tenants of any Assigned Water Rights within the NIGHTPEAK Service Area, including any Assigned Water Rights that revert to NIGHTPEAK pursuant to Section 3.3, nor to Retained Water Rights used to increase the capacity of existing or historical operations within the NIGHTPEAK Service Area. Provided NIGHTPEAK 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 NIGHTPEAK's performance of obligations under this Agreement, SNWA and LVVWD shall make water available to NIGHTPEAK 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 NIGHTPEAK. The Permanent ILA will provide that City has authority to serve NIGHTPEAK and NIGHTPEAK's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the NIGHTPEAK 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 NIGHTPEAK for any reason, LVVWD will cooperate with NIGHTPEAK and work to provide such retail water service within the NIGHTPEAK Service Area directly to NIGHTPEAK and NIGHTPEAK's subsidiaries, joint ventures, partnerships, tenants, transferees and assignees. Subject to the foregoing, NIGHTPEAK acknowledges and agrees that (a) neither SNWA nor LVVWD will have any contractual or utility/customer relationship with NIGHTPEAK for delivery of water to NIGHTPEAK or NIGHTPEAK's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the NIGHTPEAK Service Area, (b) SNWA shall under no circumstances be responsible for delivering water to NIGHTPEAK or NIGHTPEAK's subsidiaries, joint ventures,

partnerships, tenants, transferees or assignees within the NIGHTPEAK Service Area, and (c) neither SNWA nor LVVWD shall be liable to NIGHTPEAK for any damages or losses incurred by NIGHTPEAK or others occasioned by any failure of City to provide water to NIGHTPEAK in a quantity or of a quality necessary for NIGHTPEAK's operations or those of NIGHTPEAK's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the NIGHTPEAK Service Area.

3.2 License for NIGHTPEAK and/or HWC Diversion and Use of Assigned Water Rights. SNWA hereby grants an irrevocable license to NIGHTPEAK 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 any portion of the Assigned Water Rights for NIGHTPEAK's own operations in the NIGHTPEAK Service Area or those of NIGHTPEAK's subsidiaries, joint ventures, partnerships or tenants within the NIGHTPEAK Service Area; provided, however, that as conditions precedent for the exercise of any license rights hereunder, (i) NIGHTPEAK, HWC and BOR must be able to accurately account for NIGHTPEAK's and HWC's diversions and return flows, if any, through reliable metering or gauging devices, and NIGHTPEAK and HWC, as applicable, must provide monthly reports of the foregoing to LVVWD and the City, (ii) NIGHTPEAK shall provide not less than thirty (30) days written notice to SNWA, LVVWD, and City before undertaking any such diversions; (iii) NIGHTPEAK 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 NIGHTPEAK 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) NIGHTPEAK 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 NIGHTPEAK's or HWC's exercise of license rights hereunder.

3.3 NIGHTPEAK'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 NIGHTPEAK or to NIGHTPEAK's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees, then upon NIGHTPEAK's written notice of default, and provided SNWA does not restore such service within thirty (30) days of NIGHTPEAK's written notice of default, NIGHTPEAK may require that SNWA reconvey to NIGHTPEAK, through an instrument the substance and form of which is acceptable to NIGHTPEAK, CRC, and BOR, the portion of the Assigned Water Rights impacted by the failure of wholesale water service to City for retail delivery to NIGHTPEAK, or to NIGHTPEAK's subsidiaries, joint ventures, partnerships, 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 NIGHTPEAK Service Area; Notice of Assigned Water Rights Type 2, and Additional Assigned Water Rights Type 2. In the event NIGHTPEAK conveys its fee ownership interest in all or any portion of the NIGHTPEAK Service Area to a third party that will require water service from the City, NIGHTPEAK shall provide notice to City and LVVWD of the volume of water that may be used by such third party, which volume shall then be committed from the Assigned Water Rights Type 2 held by SNWA for the benefit of NIGHTPEAK. 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, NIGHTPEAK 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 NIGHTPEAK 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 NIGHTPEAK considers a sale of any portion of the Retained Water Rights, NIGHTPEAK agrees to promptly notify and consult with SNWA regarding such sale.

4.3 Regional Connection Fee Refund; Future Regional Connection Fees. In connection with NIGHTPEAK's application for permanent water service under the Permanent ILA, the applicable Regional Connection Charge will be determined based on the rates, rules, policies, meter sizes, service capacity, projected water demands, and other requirements in effect at the time of the application (the "New RCC"). Concurrently with NIGHTPEAK's payment of the New RCC, City will refund to NIGHTPEAK the full amount of the Regional Connection Charge previously paid in connection with the temporary water service provided for the Power Facility under the Water Service Agreement (the "RCC Refund"). Payment of the New RCC and the RCC Refund will occur on or after the Effective Date; provided, however, that SNWA and City may, in their joint and sole discretion, authorize the payment of the New RCC and the RCC Refund before the Effective Date. Payment of the New RCC and the RCC Refund before the Effective Date will not cause this Agreement or the Permanent ILA to become effective or constitute a waiver or satisfaction of any condition to the effectiveness of this Agreement or the Permanent ILA. The previously paid Regional Connection Charge will not constitute payment of, or a credit against, the New RCC, and each payment will be separately calculated and accounted for; provided that City may, with the consent of SNWA and NIGHTPEAK, apply the RCC Refund against the New RCC and require NIGHTPEAK to pay any remaining balance. Neither SNWA nor LVVWD will be responsible for calculating, processing, or paying the RCC Refund. Nothing in this Agreement guarantees the amount of the New RCC or exempts NIGHTPEAK from satisfying any requirement otherwise applicable to permanent water service.

4.4 WET Program Award. If expenses are not funded through any other third-party funding program, NIGHTPEAK 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. NIGHTPEAK 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 NIGHTPEAK Service Area that will foreseeably lead to an increase in NIGHTPEAK's water use (or that of NIGHTPEAK's subsidiaries, joint ventures, partnerships or tenants operating within the NIGHTPEAK 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 NIGHTPEAK and/or NIGHTPEAK's subsidiaries, joint ventures, partnerships or tenants within the NIGHTPEAK Service Area, NIGHTPEAK shall, to the extent the Assigned Water Rights Type 1 or 2 are insufficient to cover the new or expanded 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 NIGHTPEAK to (a) construct improvements that enable NIGHTPEAK to connect to the water facilities of City or HWC, or (b) operate, maintain, add to, survey, construct, reconstruct, modify, 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 NIGHTPEAK, 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 NIGHTPEAK's ability or that of NIGHTPEAK's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the NIGHTPEAK Service Area to obtain continued access to water service.

4.8 Agreement with City. Contemporaneously with the execution of this Agreement, NIGHTPEAK agrees to enter into an agreement with City related to City's provision of water to NIGHTPEAK, either directly or through HWC's water delivery system, for use within the NIGHTPEAK Service Area.

5 INDEMNITY

5.1 NIGHTPEAK Indemnity. NIGHTPEAK 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 NIGHTPEAK, a NIGHTPEAK subsidiary, joint venture, partnership or tenant, or the use or distribution of such water by NIGHTPEAK or a NIGHTPEAK subsidiary, joint venture, partnership or tenant ("NIGHTPEAK's Indemnity"). NIGHTPEAK'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 Parties; (c) Board approval and execution of the Permanent ILA by both LVVWD and City; and (d)consummation of the Water Rights Purchase and conveyance by OLIN to NIGHTPEAK of a portion of OLIN's 1969 Water Rights, as approved and documented by CRC and BOR. Satisfaction of the foregoing conditions precedent (a) and (b), above, is required on or before December 31, 2026. Satisfaction of the foregoing conditions precedent (c) and (d), above, is required on or before June 30, 2027. If any condition precedent is not satisfied on or before the applicable date, this Agreement shall not take effect and the Parties shall have no rights or obligations whatsoever under it. LVVWD and SNWA may extend any of the foregoing dates, one or more times, by written notice to NIGHTPEAK signed by the General Manager, and no such extension shall constitute an amendment for purposes of Section 6.7.

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, OLIN or any other Producing Companies.

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. NIGHTPEAK 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 any 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 AdobeSign 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, Nevada 89153
Email: doa.ross@lvvwd.com

With a copy to:
Attention: General Counsel
1001 S. Valley View Boulevard
Las Vegas, Nevada 89153
Email: generalcounsel@lvvwd.com

If To NIGHTPEAK:
NightPeak Energy LLC
c/o Legal Department
1440 Broadway
Ste 200 PMB 144
Oakland, California 94612
Email: legal@nightpeak.energy

With a copy to:
Attention: Curt R. Ledford, Davison Van Cleve, P.C.
4675 W. Teco Ave., Suite 230
Las Vegas, Nevada 89118
Email: CRL@dvclaw.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 Parties 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

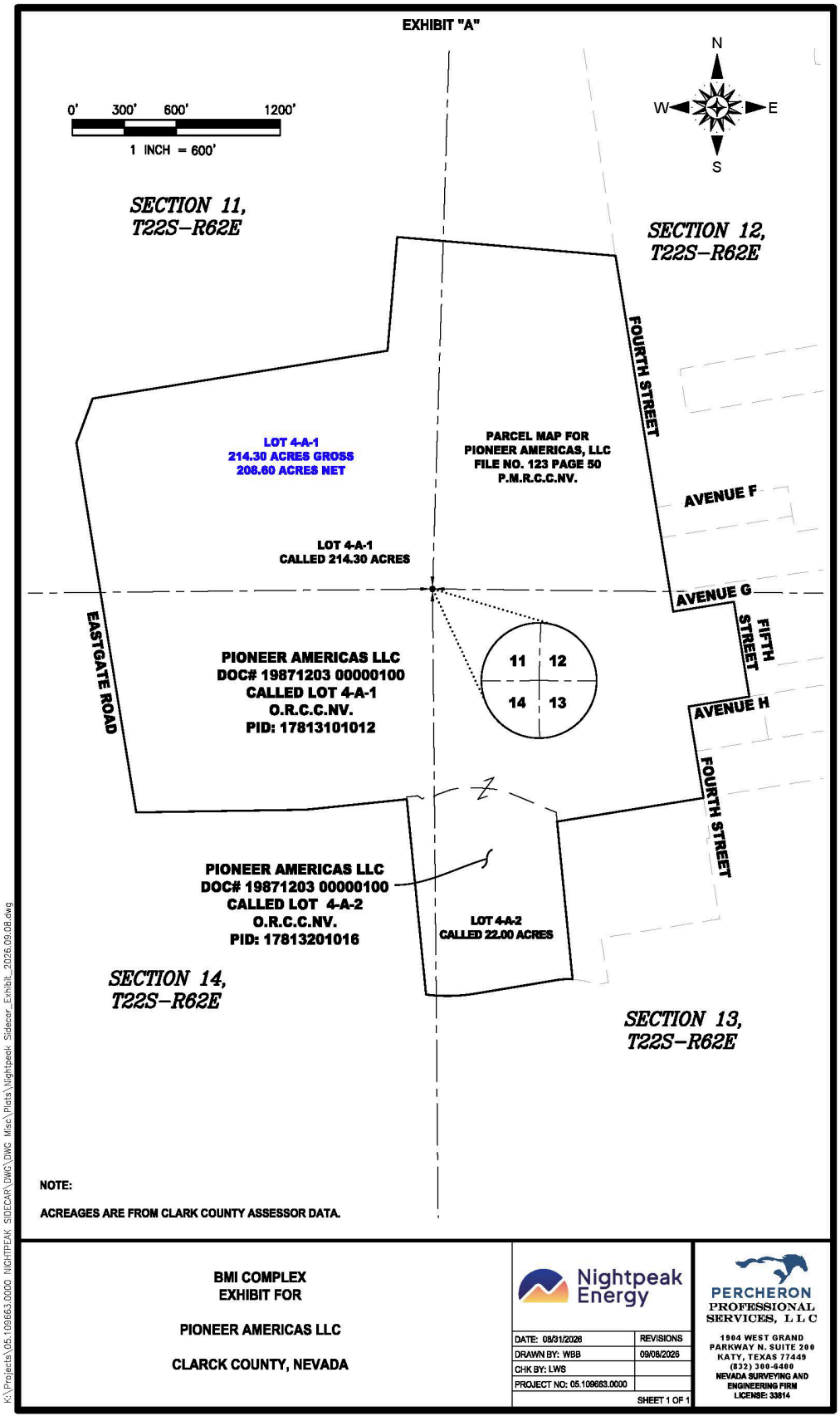
NIGHTPEAK:
NightPeak Energy LLC, a Delaware limited liability company

By: _____
Paris Hays
Chief Executive Officer

Exhibit A

NIGHTPEAK SERVICE AREA

[Attached]


EXHIBIT "A"
0' 300' 600' 1200'
1 INCH = 600'
N
W
E
S
SECTION 11,
T22S–R62E
SECTION 12,
T22S–R62E
FOURTH STREET
LOT 4-A-1
214.30 ACRES GROSS
208.60 ACRES NET
PARCEL MAP FOR
PIONEER AMERICAS, LLC
FILE NO. 123 PAGE 50
P.M.R.C.C.NV.
AVENUE F
LOT 4-A-1
CALLED 214.30 ACRES
AVENUE G
FIFTH STREET
EASTGATE ROAD
PIONEER AMERICAS LLC
DOC# 19871203 00000100
CALLED LOT 4-A-1
O.R.C.C.NV.
PID: 17813101012
11
12
14
13
AVENUE H
FOURTH STREET
PIONEER AMERICAS LLC
DOC# 19871203 00000100
CALLED LOT 4-A-2
O.R.C.C.NV.
PID: 17813201016
LOT 4-A-2
CALLED 22.00 ACRES
SECTION 14,
T22S–R62E
SECTION 13,
T22S–R62E
NOTE:
ACREAGES ARE FROM CLARK COUNTY ASSESSOR DATA.
BMI COMPLEX
EXHIBIT FOR
PIONEER AMERICAS LLC
CLARCK COUNTY, NEVADA
Nightpeak Energy
DATE: 08/31/2026
DRAWN BY: WBB
CHK BY: LWS
PROJECT NO: 05.109663.0000
REVISIONS
09/08/2026
SHEET 1 OF 1
PERCHERON PROFESSIONAL SERVICES, LLC
1904 WEST GRAND PARKWAY N. SUITE 200
KATY, TEXAS 77449
(832) 300-6400
NEVADA SURVEYING AND ENGINEERING FIRM
LICENSE: 33814
K:\Projects\05.109663.0000 NIGHTPEAK SIDECAR\DWG\DWG Misc\Plats\Nightpeak Sidecar_Exhibit_2026.09.08.dwg

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

November 19, 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 an agreement between De Nora Water Technologies, LLC, and the Authority for the purchase of sodium hypochlorite generators and associated appurtenances in the amount of $3,475,619 and authorize a change order contingency amount not to exceed $500,000.

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

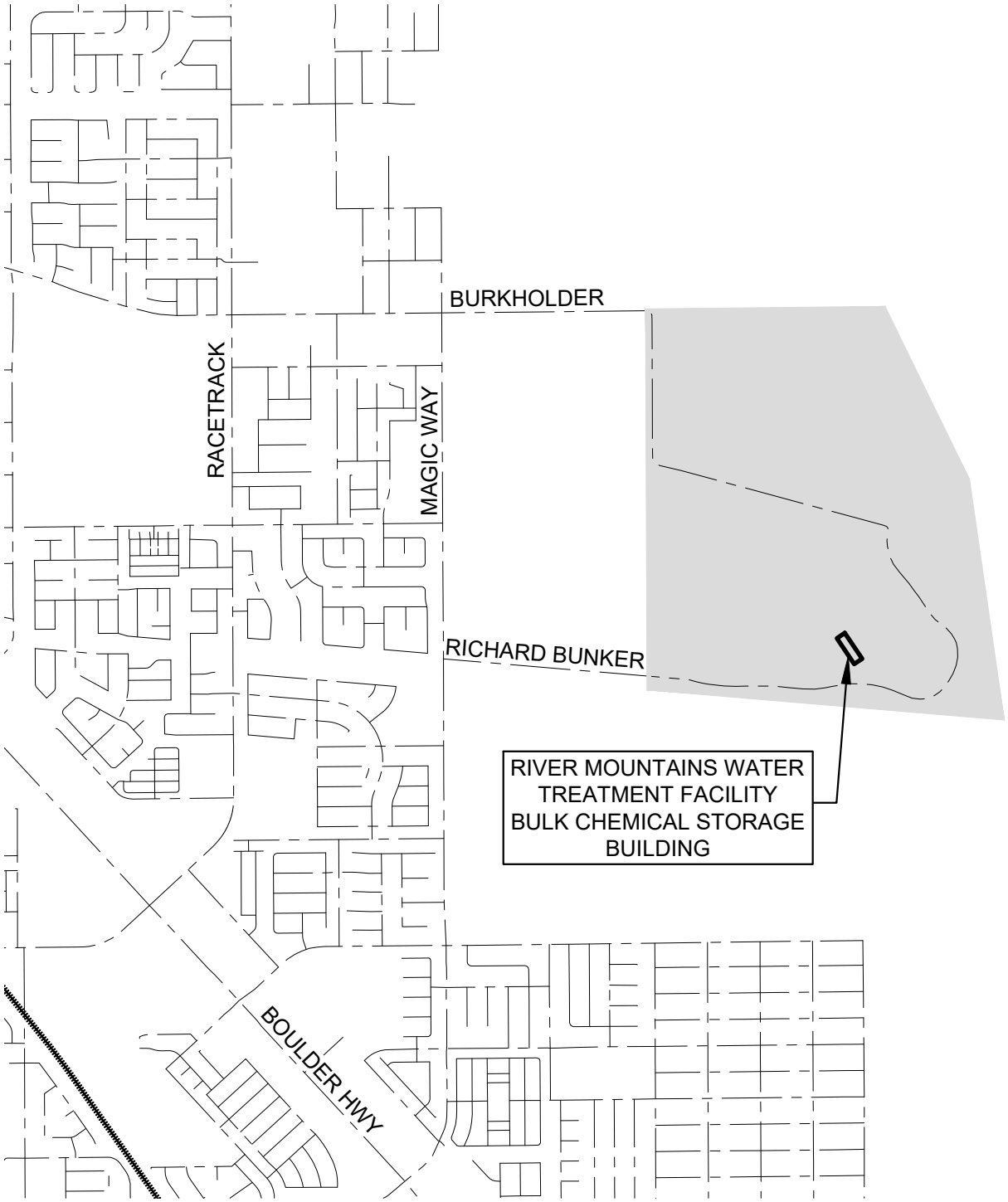
Background:
Project 3695S, RMWTF Sodium Hypochlorite Generator Replacement – Phase II (Project) was created for the replacement of four existing sodium hypochlorite (SHC) generators at the River Mountains Water Treatment Facility (RMWTF) that are coming to the end of their useful life, with replacement parts no longer available. This Project included the review and evaluation of individual SHC generator system manufacturers' products and from four manufacturers, and it was determined that the ClorTec system generators (ClorTec) by De Nora Water Technologies, LLC (De Nora), would best meet the required performance, maintenance, and configuration requirements of the Authority at RMWTF. Because of the time needed to manufacture these SHC generators, the Authority believes it is prudent to purchase directly from the manufacturer to have installed as part of the Project.

If approved, the attached agreement for Commitment No. 014591.0 (Agreement) allows a competitive bidding exception to utilize De Nora for the purchase of four ClorTec units at RMWTF. The purchase of these ClorTec units would provide chlorine necessary for potable water disinfection. The ClorTec units would also fit into the existing SHC generator unit space, eliminating renovations to the existing building, pads, and piping configuration.

This Agreement is being entered into pursuant to NRS 332.115.1(c) and Sections 6(e) and 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the Agreement.

JJE:DJR:PJJ:np
Attachments: Attachment A, Disclosure, Agreement

AGENDA ITEM # **9**



SOUTHERN NEVADA WATER AUTHORITY
ATTACHMENT A

RMWTF SODIUM HYPCHLORITE GENERATOR REPLACEMENT

DRAWN BY
ISAAC GUZMAN

DATE
9/17/26

SCALE:
1" = 2000'

PROJECT NO.
3695S

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:	De Nora Water Technologies, LLC
Doing Business As:	
Street Address:	3000 Advance Lane
City, State, and Zip Code	Colmar, PA 18915
Website:	denora.com
Contact Name:	Emile Musallam
Contact Email:	Emile.Musallam@DeNora.com
Telephone No:	(215) 997-4000
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):

De Nora Holdings US, Inc

Listed Disclosures Below *(additional supplemental information may be attached, if necessary):*

Additional Supplemental Information to be Attached?
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/Employee 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, principals, or employees 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)?

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?

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:	Steve HinkleCarlos
Signer Title:	Credit ManagerPrado
Signer Email:	steven.hinkle@denora.comcarlos.prado@denora.com
Signed Date:	04/06/2026
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.

N 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 Signature	Pearson, Natalie Executive Assistant I Print Name/Title	10/20/2026 Date

De Nora Water Technologies, LLC is 100% owned by De Nora Holdings US, Inc., which is 100% owned by De Nora Holdings (UK) Ltd., which is 100% owned by Industrie De Nora S.p.A., a publicly traded company on the Milan stock exchange.

BOARD OF DIRECTORS:

Federico de Nora (Chairman)

Paolo Dellachà (Chief Executive Officer and Director)

Elisabetta Oliveri – Independent non-executive Director

Maria Giovanna Calloni– Independent non-executive Director

Alice Vatta – Independent non-executive Director

Giovanni Toffoli – Non-executive Director

Giorgio Metta – Independent non-executive Director

Anna Chiara Svelto – Independent non-executive Director

Michelangelo Mantero – Non-executive Director

Alessandro Garrone – Independent non-executive Director

Luca Passa – Non-executive Director

Maria Antonietta Giannelli – Non-executive Director

CONTRACT NO. 014591

RMWTF Sodium Hypochlorite Generator Replacement - Phase II (3695S)

September 2, 2026



Southern Nevada Water Authority

CONTRACT NO. 014591

RMWTF Sodium Hypochlorite Generator Replacement - Phase II (3695S)

TABLE OF CONTENTS

Part 1	Requirements and Contract Forms
Part 2	Agreement
Part 3	Conditions of the Contract
Part 4	Contract Requirements
Part 5	Technical Specifications List
Part 6	Reference Drawings List
Part 7	DISTRICT/SNWA System Access Security Checklist
Exhibit A	Supply Bond Form
Exhibit B	Early Procurement Package Technical Specifications
Exhibit C	Precedence Reference Drawings
Exhibit D	Work Responsibilities Matrix: SHC System

PART 1 - REQUIREMENTS AND CONTRACT FORMS

1) INTRODUCTION:

A. The Southern Nevada Water Authority “Owner” is hereby agreeing to purchase four (4) complete working sodium hypochlorite generators with transformers/rectifiers and all associated appurtenances for the River Mountain Water Treatment Facility (RMWTF) from De Nora Water Technologies LLC “Contractor”. The Work will be accomplished under the terms and provisions of this Contract entitled, “014591 RMWTF Sodium Hypochlorite Generator Replacement - Phase II (3695S)”.

B. This Agreement (Agreement) is not adapted to award by competitive bidding and is entered into pursuant to Nevada revised Statutes NRS 332.115.

C. The required delivery point for the sodium hypochlorite generators to be furnished under this Work is the RMWTF located at 1350 Richard Bunker Ave., Henderson, Nevada 89015. Exhibit B, Early Procurement Package Technical Specifications, and associated drawings provides specific technical requirements for the sodium hypochlorite generators units to be supplied under this Work. The Work will require design, manufacture, test, delivery, and warranty of sodium hypochlorite generators (and all associated appurtenances), capable of producing 2,000-lbs per day chlorine equivalent per generator for the RMWTF.

2) AWARD OF CONTRACT:

A. Executed Contract: The Owner desires to approve the purchase contract for supply of the sodium hypochlorite generators at its regularly scheduled Board of Directors meeting on November 19, 2026, to facilitate the issuance of the Notice to Proceed. Contractor will submit require Bonds, certificate of insurance, and other required documents within 15 Days after the Notice of Award date or within the additional time period granted by Owner.

3) SUPPLY FORM:

Southern Nevada Water Authority
Contract No. 014591
RMWTF Sodium Hypochlorite Generator Replacement - Phase II

THIS QUOTE IS SUBMITTED BY:

De Nora Water Technologies LLC
1110 Industrial Blvd.,
Sugar Land, Texas 77478

THIS Supply Form is submitted to:

Southern Nevada Water Authority
100 N City Pkwy, Suite 700
Las Vegas, Nevada 89106

A. This Contract will enter into effect on the Effective Date of this Contract.

4) SUPPLY SCHEDULE:

A. The Contractor will complete the Work for the following total price:

	UNIT PRICE ITEMS			
ITEM	**DESCRIPTION OF WORK**	**EST QTY**	**UNIT PRICE**	**TOTAL**
1	Furnish four (4) new complete sodium hypochlorite generators systems, two (2) hydrogen ventilation blowers, and one (1) portable acid wash cleaning skid and all associated components in accordance with the Contract Documents	1 (EA)	$3,113,840	$3,113,840
2	Attend twelve (12) days of in-person programming workshops and development meetings with Owner	1 (LS)	$66,000	$66,000
3	Perform Factory Acceptance Testing (FAT) for four (4) generators and components in accordance with the Contract Documents for RMWTF	1 (LS)	$57,455	$57,455
4	Attend fifteen (15) days in-person at RMWTF to provide installation inspection, performance testing, startup and training services	1 (LS)	$134,500	$134,500
5	Sodium hypochlorite generator skid programming in coordination with SNWA in accordance with Contract Documents	824 (HR)	$126	Not To Exceed $103,824
TOTAL QUOTE PRICE (Items 1 through 5)				$3,475,619.00

PART 2 - AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement"), made and entered into, by and between Southern Nevada Water Authority, hereinafter referred to as Owner, and De Nora Water Technologies, LLC, 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:

Owner has awarded to Contractor the Contract for:

Contract Title: RMWTF Sodium Hypochlorite Generator Replacement - Phase II

Contract No: 014591

1) Contractor agrees to perform and complete, in a good and workmanlike manner, Work as defined in the Contract Documents and to furnish materials, 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 bond, which are hereby declared and accepted as essential parts of this Agreement and to accept as full compensation therefore the Contract Price as defined in the Contract Documents.

2) 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.

3) 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.

4) Contract Documents which comprise the entire Agreement between the Owner and Contractor for the performance of Work consist of the following:

   A. Change Orders
   B. Reference Drawings and Related Documents
   C. Technical Specifications
   D. Contract Requirements
   E. Conditions of the Contract
   F. Agreement
   G. Submittals
   H. DISTRICT/SNWA System Access Security Checklist
   I. Supply Bond
   J. Progress Schedule
   K. Notice of Award
   L. Final Notice to Proceed

   To the extent that any of these Contract Documents conflict with any other Part of these Contract Documents or any Laws or Regulations referenced, the more stringent requirement shall prevail.

5) Affirmative Agreement to Arbitrate. By the signing of this Agreement, the Contractor expressly authorizes Part 3, Paragraph 21 of the Conditions of the Contract and affirmatively agrees to settle all disputes, claims, or questions by binding arbitration.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year last entered below.

DE NORA WATER TECHNOLOGIES LLC

By _____
Signatory Empowered to Bind Contractor

_____
Type or Print Name

_____
Official Title

Southern Nevada Water Authority

By _____
John J. Entsminger
General Manager

PART 3 - CONDITIONS OF THE CONTRACT

1) DEFINED TERMS:

A. In addition to terms defined in other parts of the Contract Documents, wherever used in the Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural thereof:

i) *Agreement* - The written contract between the Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

ii) *Alternative Dispute Resolution* - Any method of dispute resolution falling outside a judicial resolution process, including, but not limited to, negotiation, arbitration, project neutral, dispute review board, or mediation.

iii) *Application for Payment* – The form accepted by the Owner, which is to be used by contractor in requesting progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

iv) *Change Order* - A document signed by the Contractor and Owner that authorizes an addition, deletion or revision of the Work and if warranted, an adjustment in price or time of the Contract.

v) *Claim* - A written statement requesting an adjustment in the Contract price or Contract time of the Work for acts or omissions during the performance of the Work for which there may be some dispute over entitlement to the requested adjustment.

vi) *Contract* - the Agreement and all other Contract Documents establishing the rights and obligations between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or Agreements, whether written or oral.

vii) *Contract Documents* - Those documents which comprise the entire Contract between the Owner and Contractor for the performance of the Work as enumerated in Part 2 – Agreement, and all attachments thereto; together with all written Amendments, Change Orders, ~~,~~ Field Orders, and Owner's Representative's written interpretations and clarifications issued on or after the Effective Date of the Contract. Approved shop drawings are not Contract Documents.

viii) *Contract Price* - The monies payable by the Owner to the Contractor for completion of the Work in accordance with the Contract Documents and subject to all adjustments made in accordance with the Contract Documents, including but not limited to any amendments hereto and the assessment of liquidated damages.

ix) *Contractor* - The person, firm or corporation with whom the Owner has entered into the Agreement, as well as all Subcontractors performing Work as part of this Agreement.

x) *Day* - A calendar day of 24 hours measured from midnight to the next midnight.

xi) *Drawings* - The drawings which show the scope, extent, and character of the Work to be furnished and performed by the Contractor.

xii) *Effective Date of the Agreement* - The date the 1Agreement is awarded by the Owner.

xiii) *Field Order* - A written order issued by the Owner which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract times.

xiv) *Final Acceptance* - The date that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, and the Work has been accepted by the Owner, as evidenced by Owner's written recommendation for final payment upon which Contractor may submit Final Payment request except for future warranty obligations.

xv) *Final Completion* – A milestone that the days of which the Owner indicates to Contractor that the Work required to achieve under this milestone has been completed or if no such certificate is issued, when the Work is complete and ready for final acceptance and payment as evidenced by Owner's written recommendation for Final Payment.

xvi) *Final Payment* – The last payment the Owner will pay to Contractor under this Contract upon which the Contract will be closed out and no additional obligations, financial or

otherwise, under this Contract will remain related to the Parties except for future warranty obligations in accordance with the Warranty provisions in this Contract.

xvii) *Force Majeure Event* - 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 Contract; (d) embargoes or blockades in effect on or after the date of this Contract and not in effect at the time Contractor submitted its Quote; (e) Site restrictions for elevated security risks; and (f) industry wide strikes with a direct impact on this Contract. Contractor's economic hardship, increases in tariffs, changes in market conditions, jurisdictional disputes, increased fuel costs, broken equipment, and equipment malfunction are not considered Force Majeure Events.

xviii) *Holidays* - Days of which the legal observance occurs for the following: New Year's Day, Martin Luther King, Jr. Birthday, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Nevada Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day.

xix) *Inspector* - Person duly authorized by the Owner to observe and inspect the execution of the Work, and as identified at the preconstruction conference.

xx) *Laws and Regulations; Laws or Regulations* - Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction over the Agreement.

xxi) *Liquidated Damages* - An amount of money defined in the Supplementary Conditions and agreed to by the Contractor to be assessed and recovered by the Owner for each Week of delay in achieving each specified milestone.

xxii) *NRS* - Nevada Revised Statutes.

xxiii) *Normal Working Hours* - Normal working hours shall be from 6:00 a.m. to 4:30 p.m., Monday through Thursday, excluding Holidays, unless otherwise required by these Contract Documents or approved in writing by the Owner when requested in writing by the Contractor.

xxiv) *Notice of Award* - The written notice by the Owner to the Contractor stating that upon compliance with the conditions precedent enumerated therein and the submission of the required Insurance Certificates and Bonds (if any) within the time specified, the Owner will enter into a Contract.

xxv) *Notice to Proceed (NTP)* - The written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.

xxvi) *Owner* - The Las Vegas Valley Water District or Southern Nevada Water Authority, as represented by its Board of Directors or by staff acting within the scope of their authority.

xxvii) *Owner's Representative* - Representative(s) assigned by Owner that is duly authorized to observe the execution of the Work within the scope of delegated authority.

xxviii) *Parties* - The Owner and Contractor.

xxix) *SDS* - Safety Data Sheets (formerly known as MSDS).

xxx) *Shop Drawings* - All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work.

xxxi) *Site (Construction Site)* - Lands or other areas designated in the Contract Documents as being furnished by Owner for the performance of the construction, storage or access.

xxxii) *Specifications* - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

xxxiii) *Subcontractor* - An individual, firm or corporation having a direct contract with Contractor or with another Subcontractor for the performance of a part of the Work at the Site.

xxxiv) *Supply Bond* – The supply bond posted by Contractor in accordance with these Contract Documents.

xxxv) *Week –* A calendar week of seven (7) days.

xxxvi) *The Work* --The entire completed manufacture and delivery or the various separately identifiable parts hereof required to be furnished under the Contract Documents. The Work includes and is the result of performing or furnishing labor, and furnishing and incorporating materials and equipment into the manufacture and supply, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

xxxvii) *Work Order* - A written correspondence generated by the Owner and issued to Contractor that describes the location and scope of Work, to be used as the Notice to Proceed.

2) INTENT:

A. Contractor hereby agrees to supply and perform the Work described in the Contract Documents, in a good and workmanlike manner and shall furnish at its own cost and expense all tools, equipment, labor, materials, and services necessary to complete the Work. The Contractor and any Subcontractors utilized by the Contractor shall perform the Work in accordance with all applicable federal, state and local codes, regulations, statutes, laws, and ordinances.

3) ORDER OF PRECEDENCE:

A. The Contract Documents comprise the entire Agreement between the Owner and Contractor concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. In resolving inconsistencies among two or more components of the Contract Documents, precedence shall be given in the order enumerated in this Agreement's Part 2, paragraph 4.

B. Change Orders, Field Orders will take precedence over all other Contract Document components referenced therein. Figure dimensions in Drawings will take precedence over scale dimensions. Detailed Drawings will take precedence over general Drawings.

4) PAYMENT TO CONTRACTOR:

A. Payment shall be made corresponding to the progress in completing the Work phases as defined in Part 4, Section 1.G. It is the responsibility of Contractor to submit an Application for Payment (Invoice) to the Owner when Contractor believes that payment is due for Work completed.

B. The Owner shall pay invoiced amounts from Contractor within thirty (30) days after the date the invoice is received and approved by the Owner. In the event of unreasonable delay of payment by the Owner and at no fault of Contractor, interest will be accrued on any overdue amounts as of the due date at the interest rate provided in Nevada Revised Statute NRS 99.040(1), without prejudice to any other rights Contractor may have.

5) INDEMNIFICATION, INSURANCE, AND BONDS:

A. The Contractor shall indemnify, save harmless and defend the Owner, its directors, officers, employees, and the Owner's Representatives against any and all claims arising out of the Contractor's services or the Work including, without limitation, any claims, liability, loss, damage, cost, expense, award, fine, or judgment arising by reason of failure to pay, death or bodily injury of persons, tangible injury or damage to property, defects in workmanship or materials, or design defects arising by reason of the Contractor's negligent act or omission in the prosecution of the Work except to the extent those losses are solely caused by the Owner, its directors, officers, and employees but only to the proportionate extent arising by reason of Supplier's negligent act or omission, wilful misconduct or other legal fault in the prosecution of the Work. This indemnity is subject to Owner providing timely written notice of any such third-party claim to Supplier and allowing Supplier to control the defense and resolution of such claim.

B. To the fullest extent permissible by applicable law, Contractor's total aggregate liability to Owner with respect to any cause of action or claim hereunder including, without limitation, any indemnities hereunder, shall not exceed the purchase price payable pursuant to the Contract.

C. Notwithstanding any other provision of the Contract Documents, and to the fullest extent permitted by law, neither the Owner nor the Contractor, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Owner and the Contractor shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with other subcontractors, suppliers, and subconsultant involved in the Project.

D. Notwithstanding the foregoing waiver of consequential damages this waiver shall not apply to:

i) Any third-party claims against the Owner;
ii) Reasonable costs or losses incurred by the Owner to avoid other direct losses due to the Contractor's breach;
iii) Property damage;
iv) Personal injury or death;
v) Fees and costs of any attorneys, experts, court/arbitration, internal staff, or other personnel costs that the Owner expends in addressing the Contractor's breach;
vi) Fines, levies, or other damages assessed against the Owner by any governmental or regulatory agency related to the Contractor's breach;
vii) Fraud;
viii) Intentional, willful, or reckless misconduct or breach; and
ix) Breach of confidentiality or data privacy and security obligations.

E. Insurance Requirements. The Contractor shall provide and maintain the following insurances, and all insurances shall be primary (pay first) with respect to any other insurance which may be available to Owner, or how any "other insurance" provisions may read:

i) Commercial General Liability Insurance including products and completed operations coverage, in the amount of no less than $1,000,000 per occurrence, $2,000,000 aggregate;
ii) Products and Completed Operations Pollution Liability Insurance in the amount of no less than $1,000,000 per occurrence and $2,000,000 aggregate, providing coverage for products pollution liability including third-party bodily injury, property damage, and environmental cleanup/remediation costs, and legal defense expenses arising out of a pollution condition caused by, or originating from, the purchase of products and services provided in this Agreement. Coverage shall include pollution leaks concentrated in sodium hypochlorite or chemical byproducts, byproducts of hydrogen gas or chlorine gas fumes.
iii) Automobile Liability Insurance in the amount of no less than $1,000,000 combined single limit;
iv) Workers' Compensation & Employers Liability Insurance. Contractor shall maintain statutory workers compensation insurance in accordance with the laws of the state where such compensation is payable. Such insurance 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. Contractor shall maintain employers' liability insurance with limits of $1,000,000 per accident and $1,000,000 for each employee for injury by disease.
v) Professional Liability Insurance in the amount of no less than $1,000,000 per claim and $1,000,000 aggregate.

F. Extended Reporting Period. For all claims-made insurance policies, Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of this Agreement.

G. Additional Insured. The Commercial General Liability, Automobile Liability, Products and Completed Operations Pollution Liability and policies shall name the Owner as additional insured. The Contractor shall include the cost of the insurance coverages in the Quote Price.

The additional insured and waiver of subrogation wording will be typed on the Certificate of Insurance and shall read as follows:

> "Southern Nevada Water Authority, Parsons Water & Infrastructure, Inc. and their members, and affiliated companies, successors, or assignees, including their directors, officers, and employees individually and collectively, when acting within the scope of their employment."

H. Waiver of Subrogation. Contractor's Commercial General Liability, Products and Completed Operations Pollution Liability, Automobile Liability, Cyber and Technology Liability, and Worker's Compensation Insurance carriers shall waive their transfer rights of recovery (Waiver of Subrogation) against the Owner, its members and affiliated companies, successors or assignees, including their directors, officer, and employees individually and collectively.

I. Evidence of Insurance. Certificates of Insurance shall be delivered to Owner at RiskManagement.Department@lvvwd.com within 10 working days of Award.

J. Supply Bond. Contractor shall furnish the following supply bond with the executed Agreement documents:

> A Supply Bond in the amount equal to fifty percent (50%) of the Total Contract Price. The supply bond shall be in force until Final Completion of the Work. Contractor shall use the Supply Bond form provided by Owner in Exhibit A of this Agreement.

6) PREFERENTIAL EMPLOYMENT:

A. In all cases where persons are employed in the construction of the Work, Contractor shall comply with the preferential employment requirements in accordance with NRS Chapter 338.130.

B. If the Contractor fails or refuses to comply with the provisions of this section or NRS 338.130, the Contract is void ab initio. The Contractor or any other person who violates any of the provisions of this section are subject to penalties provided in NRS 338.130.

7) DISCRIMINATION:

A. The Contractor and its Subcontractors shall not discriminate against employees or applicants based on race, color, religion, sex, gender, sexual orientation, identity or expression, age, disability, national origin, or any other protected status. The Contractor and its Subcontractors shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the U.S. Commission on Civil Rights setting forth these provisions.

B. The Contractor and its Subcontractors further agree that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has a Contract a notice of the commitments required herein.

C. The Contractor and its Subcontractors will comply with all local, state, and federal laws prohibiting discrimination in hiring or employment opportunities. Failure to comply with the above-mentioned provisions may be cause for the Owner to declare the Contractor in breach of Contract, terminate the Contract, and designate Contractor as non-responsible.

8) CONFLICT OF INTEREST:

A. The Contractor is not an employee of the Owner and the Owner approvals of personnel, costs, schedules, documents, and/or services of Contractor required or permitted by this Contract shall not be construed as making the Owner responsible for any negligent acts, errors or omissions of Contractor.

9) CHANGES:

A. Without invalidating the Contract and without notice to any surety, the Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work within the scope of this Contract, the Owner and Contractor will negotiate in good faith as to the time, cost impacts, and all other applicable requirements associated with such change. Owner will determine the appropriate method to utilize to memorialize the change, will authorize such additions, deletions, or revisions. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved, which will be performed under the conditions of the Contract Documents except as otherwise specifically provided.

B. No authorization for the performance of extra Work or the furnishing of extra material or equipment or the omission of Work, material, or equipment required under the Contract shall be binding unless ordered through a written Change Order or Field Order by the Owner.

C. Where the Contractor is prevented from completing any part of the Work within the Contract Times due to a Force Majeure Event, an extension of the Contract Times in an amount equal to the time lost due to such delay shall be the Contractor's sole and exclusive remedy for such delay. 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. The Owner will render a formal decision on the validity of the Force Majeure Event in writing within 30 Days after receipt of the 5 Day notice.

Both the Owner and the Contractor have evaluated the effects of COVID-19 on this Contract. The Nevada Department of Public Safety, Division of Emergency Management, adopted an emergency regulation on March 20, 2020, defining Owner and construction companies as an Essential Licensed Business. The Owner and the Contractor 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.

10) CLAIMS :

A. This section intentional left blank.

11) OWNER'S RIGHT TO AUDIT :

A. The Contractor will establish and maintain records of the cost of the Work and various separately identifiable parts thereof in accordance with generally accepted accounting practices. The performance of this agreement by Contractor is subject to review by Owner to ensure contract compliance at the discretion of Owner. Contractor agrees to provide Owner all information requested that relates to the performance of this agreement. All requests for information will be in writing to Contractor. 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 this agreement.

12) CONTRACT TIMES AND LIQUIDATED DAMAGES:

A. The Owner and Contractor recognize that time is of the essence for the performance of the Contractor's obligations pursuant to this Contract, that the Work under other Contracts is dependent on timely and satisfactory completion of the Work, and that the Owner will suffer financial loss if the Work is not completed within the time specified in the Contract Documents. The Owner and Contractor recognize that losses incurred by the Owner for delay would be

extremely difficult or impossible to calculate or ascertain and that there would be delays, expenses, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the pumps are not delivered on time. Accordingly, instead of requiring any such proof, the Owner and Contractor agree to the milestones set in the Contract Documents for delivery of the sodium hypochlorite generators, and that Liquidated Damages for delay (but not as a penalty) the Contractor shall pay Owner the amounts as indicated in as indicated in Part 4, Section 1.E. subsection of the Contract Documents for each Week that expires after the time specified for each Milestone subject to liquidated damages.

13) Not used.

14) TERMINATION:

A. The Owner, at any time, by written notice to Contractor may discontinue the Work and terminate the Contract; or if the entire Work shall have been suspended for a period in excess of 60 consecutive Days and termination is demanded by Contractor in writing, the Contract shall be discontinued. Upon service of such notice of termination, Contractor shall discontinue the Work in such manner and sequence and at such times as the Owner may direct continuing and doing after said notice only such Work and only until such time or times as the Owner may direct. The Contractor shall have no claim for damages for such discontinuance or termination of the Contract nor shall Contractor have any claim for anticipated profits on the Work thus dispensed with nor any other claim except for the Work actually performed up to the time of complete discontinuance including any extra Work ordered by the Owner after the date of said order, and any work in progress involving materials, components, or other items specially ordered, assembled or manufactured, but not yet delivered, less any assessed Liquidated Damages occurring up to the date of said notice of termination.

15) SAFETY REQUIREMENTS:

A. The Contractor's safety program shall conform to the requirements of all applicable provisions of the NRS Chapter 618 and corresponding regulations pertaining to Occupational Safety and Health Administration (OSHA); the Environmental Protection Agency, and such rules conveyed by the Owner that are specific to operations at the Work Site. The Owner shall have no responsibility for the monitoring or performance of the Contractor's safety program. The Owner reserves the right to conduct performance reviews, worksite inspections, and monitoring at its discretion.

B. Hazardous Substances:

i) The Contractor shall provide the Owner with a list of all hazardous substances the Contractor anticipates he will bring on-Site.
ii) The Contractor shall have on Site Safety Data Sheets, prior to arrival of any hazardous substances on the Work Site.
iii) The Contractor shall be responsible for removing all of its used and/or unused hazardous substances from the Site after completion of the Work.
iv) In the event of a chemical spill, the Contractor shall immediately stop Work, contain the spill, and report it to Owner's 24-hour Security Desk at 702-258-7101.

C. The Contractor shall comply with safety directives provided by the Owner that are necessary to maintain the safe operation of the existing facilities in which the Work is performed. These directives shall be incorporated in the Contractor's safety program and be communicated to all employees of the Contractor and Subcontractors and suppliers. The Contractor is required to comply with all environmental regulations and permits that are applicable to the Site or this Contract.

D. Tools and Safety: The Contractor will be working in a highly travelled public area. The designated work area should be roped off at all times and all tools and equipment (except during transportation) should be confined in the work area. Tools must be put away/locked up each night. The responsibility for storage and safety of contractor tools and equipment shall be borne

by the Contractor. While on the job Site, tools (shovels, hammers, axe, etc.) should never be left unattended.

E. In order to prevent the accidental start of fire and/or respond to an accidental fire, contractors and their sub-contractors are required to comply with the following procedures: All vehicles are required to have a fire extinguisher. No open flames are allowed. No smoking on property. No parking of vehicles in vegetation where there is a chance of vegetation contact with vehicles' catalytic converter or exhaust system. If using spark producing equipment, a fire extinguisher is required within 10 feet of equipment and a hot work permit and procedures will be implemented by the Contractor and its subcontractors. Work with an associated risk of accidental fire will be reviewed on a case-by-case basis and may require additional preventative and response measures including having a water truck on stand-by. Any accidental fires need to be reported. If out of control – first to 911 and then to Owner's 24-hour Security Desk at (702) 258-7101. If controlled (out) – to Owner's 24-hour Security Desk at (702) 258-7101.

16) PROTECTION OF EXISTING FACILITIES:

A. Contractor shall perform all Work in such manner that does not damage Owner's property. In the event damage occurs to Owner's property or adjacent property by reason of the Work performed under the Contract Documents, Contractor shall replace or repair the same at no cost to Owner. If damage caused by Contractor has to be repaired or replaced by Owner, the cost of such work shall be deducted from monies due to Contractor.

17) SECURITY:

A. During the Contractor's Work, the Owner will occupy and control access to the Site and operate its facilities.

B. Only properly authorized and identified personnel will be allowed on the Site. The Contractor employees, visitors, Subcontractors, and Suppliers shall wear identification badges at all times when on the Site. The Contractor employees, visitors, Subcontractors, and Suppliers shall have durable, weatherproof identification badges with name, picture, company affiliation, Contract number, and expiration date visible at all times. The required badge layout will be provided by the Owner. Minimum size of the identification badge shall be 2-1/8 inches by 3-3/8 inches. Submit a copy of each issued badge to the Owner at the time of issuance. The Contractor shall collect each badge when the identified person no longer needs access to the Site.

C. Badges shall be prominently displayed on the front chest, on the exterior of clothing and safety vests, at all times.

D. The Contractor access to Owner controlled Sites will require the Contractor to coordinate gate opening times with the Owner.

E. The Contractor is responsible for security within its designated Work areas and shall take measures it deems necessary to protect itself, equipment, materials and other effects from harm or damage.

F. All vehicles and personnel entering or exiting the Site will be required to check in with the on-Site security officers. All vehicles and personnel entering the Site are subject to inspection. Failure to comply with an inspection request by Security personnel will result in immediate removal of the vehicle or person from the Site and banning the vehicle or person from future entrance to the Site.

G. Limits on access to the Owner's facilities or Sites may be imposed at any time by the Owner due to elevated security situations, necessary maintenance activities, or other situation. The Contractor's remedy for such limitations during periods up to 60 Days cumulative will be defined by the following conditions:

i) Where access limitations are imposed only on Work performed outside of Normal Working Hours – no increase in Contract Price, no extension of Contract Time.

ii) Where access limitations are imposed on Work performed during Normal Working Hours – no increase in Contract Price, a Day-for-Day extension of Contract Time.

H. Firearms and explosives are strictly prohibited on the Site. Failure to comply will result in immediate removal from the Site and may result in banning from future entrance to the Site and possible criminal action.

18) COORDINATION WITH OTHER WORK:

A. The Contractor shall cooperate fully with the Owner's forces, other contractors of the Owner and forces of other public or private agencies engaged in any type of work that may interfere with the progress of Contractor's Work. The Contractor shall schedule the Work so as to minimize any interference with these forces and entities.

19) THIRD PARTY INSPECTIONS:

A. Owner reserves the right to contract with a third party recognized by industry standards as qualified to perform inspections, to ascertain that the requirements of Contract are being fulfilled.

B. Contractor shall receive a copy of the official findings of all inspections from Owner with 30 calendar days of Owner's receipt of documents and prior to Owner's demand for corrective action.

C. Should the inspection determine that performance by Contactor has been below the industry standard or not in compliance with the terms and conditions of the Contract, Owner reserves the right to seek reimbursement of the third-party inspection costs from Contractor.

20) EMERGENCIES:

A. In emergencies or imminent danger situations affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, the Contractor, without special instruction or authorization from the Owner, is obligated to act to prevent threatened damage, injury or loss.

B. The Contractor shall give the Owner prompt written notice if the Contractor experiences any accident or injury or believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

C. If action taken by the Contractor is in response to an emergency not caused by the Contractor or its Subcontractors, the Owner will determine whether a change to the Contract Documents is required and will issue a Work Change Directive or Change Order if such a change is required. If action taken by Contractor is in response to an emergency caused by the Contractor or its Subcontractors, the Owner will not issue a Work Change Directive or Change Order and reserves the right to make a Claim.

21) DISPUTE RESOLUTION:

A. In accordance with NRS 338.150, for any dispute arising between the Owner and Contractor, an Alternative Dispute Resolution (ADR) method must be used before initiation of a judicial action. Any dispute arising between the Owner and the Contractor under or relating to this Contract shall be settled by binding arbitration according to the procedures described in this Section, and a judgment may be entered upon the award rendered by the arbitrator in any court of proper jurisdiction. The question as to the arbitrability of any Claim shall be determined by the arbitrator.

i) Commencement of the Arbitration: A Party may begin arbitration by serving the other Party with a written notice to commence arbitration by certified mail or electronic document transfer at the addresses set forth in the Contract. The written notice will provide a detailed statement of the nature and subject of the Claim and the amount of damages claimed or the type of non-monetary relief sought. Within 30 Days of service

of the commencing-Party's Claim, the other Party shall submit a detailed statement of its counterclaim, if any.

ii) Arbitrator: A single arbitrator will be selected by agreement of the Parties, or if no agreement is reached by application to a court of competent jurisdiction. The arbitrator must be a lawyer experienced in arbitrating disputes. The arbitrator shall be neutral and have no ex parte communications with any Party regarding the arbitration proceeding or the subject of the arbitration. The arbitrator will be fully compensated in accordance with the agreed to hourly or per diem rates for all time spent by the arbitrator in connection with the arbitration proceeding. All costs of the arbitration will be shared equally among the Parties and will be paid not less than quarterly.

iii) Location of the Arbitration: The arbitration will be conducted in Clark County, Nevada.

iv) Governing Law: Except as stated in this Contract, the arbitration will be governed by the Nevada Uniform Arbitration Act of 2000; the Federal Arbitration Act shall not be used in accordance with this Contract. Discovery and other procedural matters may generally follow the Nevada Rules of Civil Procedure, provided that the Parties will be free to agree upon, and the arbitrator will be free to prescribe such discovery and other procedures as shall facilitate the fair, impartial and expeditious completion of the arbitration and strict compliance with the Nevada Rules of Civil Procedure will not be required.

v) Preliminary Hearing: Within 20 Days after the appointment of the arbitrator, the arbitrator shall conduct a preliminary hearing for the purpose of preparing an arbitration management plan, which will be memorialized in an appropriate order. The plan and order may address any appropriate subject, including but not necessarily limited to the following: Specification of the issues to be decided; filing of detailed statements of claim and defense and prehearing and other memoranda; timetable for the conduct of the arbitration; the scope, timing and types of discovery, if any; exchange of documents and other evidence related to the claims and defenses; inspection of premises or other subjects of the dispute; schedule and location of hearings; authentication of documents and other evidence; the extent to which expert testimony will be required and efficient management of expert witnesses; and any other matters that promote the efficient, expeditious and cost-effective management of the proceeding.

vi) Discovery: The arbitrator shall permit and facilitate such discovery as it determines to be appropriate, taking into account the needs of the Parties and the desirability of making discovery expeditious and cost-effective. Unless otherwise stipulated or ordered by the Arbitrator, a deposition of a fact or expert witness is limited to one day of seven hours of testimony, with the Parties dividing the one day of seven hours equally amongst each Party. Discovery may include oral depositions upon a showing of a substantial, demonstrated need. The arbitrator may issue orders to protect the confidentiality of trade secrets and other confidential or proprietary information disclosed in discovery.

vii) Service of Communications: After arbitrator's appointment, all papers, documents, and written communications will be served by the Parties directly upon each other and the arbitrator simultaneously.

viii) Time Limits and Schedules: The proceedings will be conducted in an expeditious manner and, to the extent possible, having the final award rendered within six months after the selection of the arbitrator. The arbitrator may impose time limits it considers reasonable on each phase of the proceeding, including without limitation the time allotted to each Party for presentation of its case and for rebuttal.

ix) Evidentiary Proceedings: Evidentiary hearings will be conducted with reference to the Nevada Rules of Evidence; provided, however, that the arbitrator will have broad discretion in the admission and consideration of evidence and no evidentiary ruling of the arbitrator may constitute grounds for setting aside the arbitration award. Unless otherwise stipulated or ordered by the Arbitrator, arbitration testimony of a fact or expert witness is limited to one day of seven hours of testimony, with the Parties dividing the

one day of seven hours equally amongst each Party. The arbitrator will actively manage the proceeding as it deems best in order to make it fair, expeditious, economical and less burdensome and adversarial than litigation. The arbitrator may limit the presentation time allotted to each Party and it may exclude testimony and other evidence that it deems irrelevant, cumulative or inadmissible.

x) Transcripts: There shall be a stenographic transcript of the proceedings the cost of which will be borne equally by the Parties.

xi) Self-Authentication of Documents: All documents that a Party proposes to offer in evidence shall be considered authentic unless specifically objected to by the opposing Party stating the grounds for the objection.

xii) Interest, Attorney's Fees, Exemplary Damages: The arbitrator may grant pre-award and post-award interest as prescribed by the Contract Documents or, if the Contract Documents are silent, at the Nevada statutory rate. The arbitrator may also award all or part of a Party's reasonable attorney's fees, professional fees, and costs expended, including the reimbursement of costs spent on the arbitration, including but not limited to the cost of the arbitrator, expert(s), transcripts, and hearing location, taking into account the final result of the arbitration, the conduct of the Parties and their counsel during the course of the arbitration, and other factors that the arbitrator may deem to be relevant. The arbitrator may not award exemplary or punitive damages except as provided by Nevada law and upon a showing by clear and convincing evidence that the offending conduct was committed deliberately with the subjective intent of causing substantial and irreparable harm.

xiii) Award: Unless otherwise agreed by the Parties, the arbitrator will prepare a reasoned award within 30 Days of the close of the arbitration.

22) ASSIGNMENT FORBIDDEN:

A. The Contractor shall not assign, transfer, convey, or otherwise dispose of this Contract or of its right, title, or interest in or to the same of any part thereof without the previous consent in writing of the Owner (such consent not to be unreasonably withheld or delayed) and he shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract. If the Contractor shall, without such previous written consent, assign, transfer, convey, or otherwise dispose of the Contract or of its right, title, or interest therein or of any of the monies to become due under the Contract to any other person, company, or other corporation, the Contract may at the option of the Owner be terminated and revoked and the Owner shall thereupon be relieved and discharged from any and all liability and obligation growing out of the same to the Contractor and to its assignee or transferee.

23) CORRECTION PERIOD:

A. The Contractor hereby guarantees that the entire Work to be performed by him under this Contract will meet fully all Contract requirements as to quality of workmanship and materials furnished by him. The Contractor hereby agrees to make, at its own expense, any repairs or replacements made necessary by defects in materials or workmanship supplied by him that become evident within 1 year after the date of acceptance of the Work by the Owner and to restore to full compliance with the requirements of the Specifications, including any test requirements set forth herein for any part of the Work performed hereunder, which during said 1 year period are found to be deficient with respect to any provisions of the Specifications. Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If Contractor fails to make the repairs and replacements promptly, the Owner may do the Work and Contractor shall be liable to the Owner for the cost hereof.

B. Where defective Work, and damage to other Work resulting therefrom, has been corrected, removed, or replaced under this warranty, the correction period hereunder with respect to such

Work will be extended for an additional period of 1 year after such correction or removal and replacement has been satisfactorily completed.

24) LATENT DEFECTS:

A. Contractor warrants the Work against latent defects for a period of 14 months from the date the sodium hypochlorite generator successfully completes startup, commissioning and is placed into full operation by Owner's contracted installer under a separate agreement.

B. This warranty shall otherwise be subject to the same obligations and exclusions set forth in Section 28, Warranty of Work.

25) FINAL COMPLETION AND PAYMENT:

A. If, on the basis of the Owner's observation of the Work during manufacturing and delivery process and final inspection, and the Owner's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the Owner is satisfied that the Work has been completed and the Contractor's other obligations under the Contract Documents have been fulfilled, the Owner will start the process of Final Acceptance required for final payment. Otherwise, the Owner will return the application to the Contractor indicating in writing the reasons for refusing to recommend Final Completion and final payment, in which case the Contractor shall make the necessary corrections and resubmit the application. The Owner may keep any monies which would otherwise be payable at the time hereunder and apply the same or so much as may be necessary therefor to the payment of any expenses, losses, or damages incurred by the Owner for which the Contractor is liable under the Contract, including Liquidated Damages.

B. If, through no fault of the Contractor, Final Completion of the Work is significantly delayed the Owner will, upon receipt of the Contractor's final Application for Payment and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

26) GOVERNING LAW AND VENUE:

A. The Contract Documents shall be governed and interpreted in accordance with the laws of the State of Nevada. The Contractor hereby agrees and consents to the exclusive jurisdiction of the courts of the State of Nevada, and that venue of any action brought hereunder shall be in Clark County, Nevada.

27) DISCLOSURE OF NO EMPLOYEE/OFFICIAL RELATIONSHIP AND NO EMPLOYEE/OFFICIAL OWNERSHIP/INVOLVEMENT:

Contractor affirms that:

A. No individuals holding more than five percent ownership or financial interest in the Contractor and none of the Contractor's principals have a relationship with any employee or official of the Owner 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).

B. No employee or official of the Owner has any ownership or financial interest in the Contractor exceeding five percent.

C. No employee or official of the Owner has any involvement with the negotiation of this Agreement on behalf of the Contractor or involvement in the day-to-day activities of the Contractor.

28) WARRANTY OF WORK:

A. The Contractor warrants and guarantees that all the Work will be in accordance with the Contract Documents and will not be defective.

B. The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of the Work that is not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents:

i) Observations by the Owner's Representative.
ii) Recommendation of any milestone payment or the final payment by the Owner's Representative.
iii) The issuance of a certificate of Substantial Completion or any payment by the Owner to Contractor under the Contract Documents.
iv) Use or occupancy of the Work or any part thereof by the Owner.
v) Any acceptance by the Owner or any failure to do so.
vi) Any review of a Shop Drawing or sample submittal or the issuance of a notice by the Owner's Representative.
vii) Any inspection, test or approval by others; or
viii) Any correction of defective Work by the Owner.

C. The warranty provided by the Contractor and all warranties provided by the Subcontractors or Suppliers as required herein are all subject to the following requirements:

i) The Work and all materials, equipment, and supplies provided as part of the work shall be free from defects in material and workmanship.
ii) The warranty period for the warranty provided by the Contractor shall commence upon Final Completion and acceptance of the Work by Owner. Unless otherwise stated in the Contract Documents, the Contractor shall provide the following: a 7 year period for replacement of the electrodes or the electrolytic cell (chassis) – full replacement within 0-2 years from the date of final acceptance, and prorated straightline replacement within 3-7 years from the date of final acceptance; and a 5-year-not-to-exceed cost guarantee for replacement of the anodes.
iii) Warranties for equipment shall cover all equipment, parts, and labor required to correct equipment failures which are related to defects in workmanship, construction or materials, including but not limited to all inspection, removal, shipping, and reinstallation costs. This requirement takes precedence over any warranty document provided by a supplier that provides otherwise.
iv) The Owner assistance in association with warranty-related Work will be limited to the electrical and mechanical isolation of the affected equipment. The Owner will lock and tag out equipment, but the Contractor or supplier is also expected to lock and tag out the equipment.
v) The Owner will provide written notification of warranty Claims via U.S. mail, courier, or e-mail with verified receipt.
vi) The Contractor or the supplier shall have 10 consecutive Days from the date of receipt of notification to provide the Owner with a corrective action plan. If a correction plan is not provided by the end of the 10 Day period, the Owner may initiate correction and back charge the Contractor or the supplier for the cost of correction.
vii) Unless otherwise agreed to by the Owner, Contractor or supplier shall correct the issue within no more than 28 consecutive Days from the date of receipt of notification of a warranty issue. Should the Contractor or the supplier fail to so complete corrections within that time or the time otherwise agreed to by the Owner, Owner may correct the defect at its own cost in the manner it deems appropriate and back charge the Contractor or the supplier for the full cost of correction.
viii) THE WARRANTIES SET FORTH HEREIN, IF ANY, ARE MADE EXPRESSLY IN LIEU OF OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND ANY IMPLIED WARRANTY

OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, EVEN IF THAT PURPOSE IS KNOWN TO CONTRACTOR, OR INFRINGEMENT OF THIRD-PARTY RIGHTS IS HEREBY EXPRESSLY EXCLUDED. CONTRACTOR'S LIABILITY AND OWNER'S EXCLUSIVE REMEDY FOR ANY FAILURE BY CONTRACTOR TO SUPPLY PRODUCTS THAT MEET THE FOREGOING WARRANTY IS EXPRESSLY LIMITED TO, AT CONTRACTOR'S SOLE OPTION, THE REPAIR OR REPLACEMENT OF THE NON-CONFORMING PRODUCTS.

29) DESIGNATION OF OWNER'S REPRESENTATIVE AND RESPONSIBILITY:

A. The Owner will assign representative(s) that are duly authorized to observe the execution of the Work within the scope of their delegated authority.

B. The Owner's Representative will be on the Site during the various stages of construction as the Owner deems necessary in order to observe the progress that has been made and the quality of the various aspects of the Contractor's executed Work. Based on information obtained during such observations, the Owner will endeavour, for the benefit of the Owner, to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

C. Parsons Water & Infrastructure, Inc. is designated as the Owner's Representative for this Contract.

30) CONFIDENTIALITY AND RELEASE OF INFORMATION.

A. Through the terms of this Agreement, Contractor may furnish the Owner with information that Contractor has independently determined to be confidential under Nevada law and that Contractor will label "Confidential Information". "Confidential Information" means confidential and proprietary information of Contractor that is disclosed to the Owner 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 Contractor to the Owner 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 the Owner; (2) the Owner can demonstrate to have had rightfully in its possession prior to disclosure by Contractor; (3) is independently developed by the Owner without the use of any Confidential Information; or (4) the Owner rightfully obtains from a third party who has the right to transfer or disclose it.

B. The Owner and Contractor recognize the Owner's duties under the Nevada Public Records Act and do not, by this Agreement, intend to alter the Owner's duties thereunder or to require the Owner to do, or refrain from doing, anything contrary to the Nevada Public Records Act. The Owner's 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 Owner's Office of General Counsel determines that any document or record supplied by Contractor and marked "confidential" is determined to be a public record the Owner may disclose that document or record to the extent required by the Nevada Public Records Act with prior notice to Contractor. Upon receipt of any request for Confidential Information, this Agreement, or any part thereof, the Owner will promptly forward the request to Contractor and work with Contractor 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.

C. Further, Contractor shall make public information releases only as provided for and in accordance with this Agreement. Any and all other public releases of information gathered, obtained, or produced during the performance of this Agreement must be specifically approved in writing by the Owner 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 the Owner. 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. Contractor's use of Facility Information is governed in this Agreement's Data Privacy and Security section below.

31) DATA PRIVACY AND SECURITY:

A. During the course of this Agreement, Contractor will create, receive, or have access to the Owner's Facility Information and the Facility Information of the Southern Nevada Water Authority's members ("Authority Members"). The Authority Members include Big Bend Water District, City of Boulder City, City of Henderson, City of Las Vegas, City of North Las Vegas, Clark County Reclamation District, and the Las Vegas Valley Water District. Facility Information means drawings, maps, plans, or records that reveal the Owner's or the Authority Members' 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 Owner and the Authority Members. Facility Information is deemed to be Confidential Information of the Owner and the Authority Members.

B. Contractor 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 Owner without the Owner's prior written consent; and
vi) Not, directly or indirectly, disclose Facility Information to any person other than its Authorized Persons, without the Owner's prior written consent. Authorized Persons means the Contractor's employees, contractors, subcontractors, consultants, subconsultants, agents, or auditors who have a need to know or otherwise access Facility Information to enable Contractor 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. Contractor acknowledges that it will be liable to the Owner for any and all damages the Owner incurs from Contractor'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. CONTRACTOR ACKNOWLEDGES THAT THE UNLAWFUL DISCLOSURE OF SUCH RECORDS MAY SUBJECT THE CONTRACTOR 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 the Contractor or by the Owner to the extent that Contractor has access to Owner'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. The Contractor shall:

i) Notify the Owner of any Security Breach as soon as practicable, but no later than twenty-four (24) hours after the Contractor 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 Owner's contacts listed in the Notices Section below;
ii) At its own expense, coordinate and fully cooperate with the Owner in the Owner'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 Owner for all actual costs incurred by the Owner in responding to and mitigating damages caused by any Security Breach.

F. Contractor acknowledges that any breach of its covenants or obligations set forth in this Data Privacy and Security Section may cause Owner irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, Owner 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 Owner 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. Contractor has completed and provided to Owner the System Access Security Checklist providing accurate information on its security program including appropriate policies and procedures. Contractor agrees to maintain a comparable or better information security program to that disclosed in the System Access Security Checklist throughout the course of this Agreement that is reviewed for new risk assessments at least annually.

H. Contractor shall implement the administrative, physical and technical safeguards disclosed in the System Access Security Checklist to protect Facility Information from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than the current version of the CIS Controls as published by the Center for Internet Security, Inc. or its successor organization, or corresponding standards adopted by the National Institute of Standards and Technology of the United States Department of Commerce, 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.

I. Contractor shall return, destroy, or otherwise appropriately disposition any Facility Information and copies thereof upon the termination or completion of this Agreement, or as otherwise provided by law.

PART 4 - CONTRACT REQUIREMENTS

1) CONTRACT PERFORMANCE:

A. Performance of the Work: The Work shall be completed in accordance with the Contract, these Specifications and Drawings, standard industry practices, and as directed by the Owner. All Work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed by the Contractor at the Contractor's sole expense whether or not specifically called for.

B. Owner's Project Management Information System:

i) The Contractor shall provide competent staff to interface with the Owner's Project Management Information System. This Work shall include, at a minimum, submittal of RFI's and submittal delivery. The following information will be required immediately following the issuance of the Notice of award:

(1) A list of names and corresponding email addresses of the Contractor's staff who will perform the above functions.

(2) Each Contractor employee that requires access to the Owner's Project Management Information System will be required to accept the Owner's conditions of use at the time of initial login.

C. Substantial Completion:

i) Substantial Completion is not a condition of this Contract. When Substantial Completion is referenced throughout the Contract, refer to Final Completion.

D. Time for Completion: The Work shall be completed within the number of calendar Days from the date of the Notice to Proceed for the Milestones as listed and defined below:

Milestone	Days from NTP
1. Initial Submittals. Contractor makes the delivery to Owner of required initial equipment submittals identified in Exhibit B, Early Procurement Package Technical Specifications.	70
2. Delivery of four (4) complete working sodium hypochlorite generators and appurtenances necessary for installation and operation to RMWTF after approval of submittals identified in Exhibit B, Early Procurement Package Technical Specifications	300

This agreement does not include installation services. Contractor shall provide 10-day onsite equipment inspection, startup, and training of the system after installation.

E. Liquidated Damages for each Week that the Contract time for completion milestone described above is not met, is as follows:

Milestone	Amount of Liquidated Damages Week
Milestone 1	$7,500
Milestone 2	$12,500

F. Liquidated Damages shall be assessed on each milestone separately until that milestone is completed. If the Substantial Completion milestone has not been achieved by the milestone date for Final Completion, then only the Liquidated Damages for not achieving Substantial Completion shall be assessed until such time as Substantial Completion is achieved. Thereafter the Liquidated Damages for Final Completion shall apply. Contractor's maximum aggregate liability for Liquidated Damages shall not exceed ten percent (10%) of the Total Contract Price and shall be Owner's sole remedy for delays.

G. Payment: Progress payments will be made based on completion of the Milestone and/or following Work Phases:

i) 10% upon order receipt;
ii) 30% upon delivery and favorable review by Owner of initial submittals;
iii) 10% upon favorable review of remaining submittals
iv) 20% upon receipt of major materials, defined as Clortec Rack/Electrodes, Transformer Rectifiers, and Control Panels . Contractor shall provide documentation verifying receipt of such materials
v) 20% upon successful delivery and acceptance of equipment;
vi) 10% upon Final Acceptance of Equipment with 10-day onsite inspection, startup, training, submittal of final O&M manuals, spare parts delivery and remaining close out requirements, not to take place more than 120 days from delivery, otherwise final payment becomes due.

H. Miscellaneous Delivery Requirements:

i) Notice of Delivery: Owner shall be given seven (7) calendar day(s) notice prior to delivery. Notify Jack Luna, at (i) Jack.Luna@lvvwd.com and (ii) telephone number 702-675-5274 or 702-856-5055.
ii) Location and Hours: Deliveries shall be made to the River Mountain Water Treatment Facility, 1350 Richard Bunker Ave., Henderson, Nevada 89015, Monday through Thursday (excluding State of Nevada holidays), between the hours of 7:30 am to 3:30 pm.
iii) Maximum Delivery Time: Maximum delivery time is 26 to 28 weeks as specified in Part 4, Section 1.d, above.
iv) F.O.B. Destination – Freight Pre-Paid & Allowed: Contractor shall pay freight charges. Provider shall file all claims and bears all responsibility for the products from the point of origin to Owner's designated location at RMWTF. All prices shall be F.O.B. the delivery points as required. All prices shall include delivery, as well as any necessary unloading. If the sodium hypochlorite generators are not produced within the USA, the said generators shall be delivered to the RMWTF as Delivered Duty Paid (DDP) Incoterms 2020, as well as any necessary unloading.
v) Partial Shipments: Partial shipments will only be permitted if authorized by the Owner in writing.
vi) Damaged or Defective Products: Provider shall replace, at no cost to Owner, damaged or defective products within ten (10) weeks after notice. This shall include freight and any and all other associated costs. Since these are made-to-order valves, the replacement order shall be given a priority expedite production schedule at the factory.
vii) Service and Inspection Instructions: Prior to delivery, the product shall be completely inspected and serviced by the manufacturer's pre-delivery service center. A copy of the manufacturer's standard pre-delivery service check list shall be completed for the product, signed by a representative of the organization performing the inspection/service and delivered with the product.
viii) Inspection: The product will be inspected at time of delivery, by an authorized representative of Owner, for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements of this specification. In the event deficiencies are detected, the product will be rejected to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not be made until the corrective action is made, the product re-inspected

and accepted. If the product is accepted at delivery and later rejected because of deficiencies, it shall be the dealer's responsibility to pick up the product, make the necessary corrections and redeliver the product for re-inspection and acceptance.

I. The Contractor shall submit to the Owner an Application for Payment completed and signed by the Contractor covering the Work phases completed as of the date of the requested and accompanied by supporting documentation as is required by the Contract Documents.

J. The Application for Payment shall include the following written representations and warranties by Contractor:

"The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due."

K. The same representations and warranties shall be included in each Application for Payment submitted by the Contractor on behalf of any Subcontractor or Contractor and will be executed by the Subcontractor or Contractor, as well as the Contractor.

L. The Owner shall have the right to exclude the Contractor from the Site after the date of Substantial Completion, but the Owner shall allow the Contractor reasonable access to complete or correct items on the punch list.

2) REFERENCE SPECIFICATIONS, CODES, AND STANDARDS:

A. Any and all Laws and/or Regulations. To the extent that any Laws and/or Regulations conflict with any Parts of these Contract Documents, the more stringent requirement shall prevail.

B. See Exhibit B, Early Procurement Package Technical Specifications.

3) CONTRACTOR SUBMITTALS:

A. Contractor and Business Licenses: The Contractor shall be licensed in the State of Nevada, Clark County, and the applicable local jurisdictions with the appropriate contractors and business licenses. Verification of such shall be provided to the Owner.

B. Manufacturing Schedule: The Contractor shall provide a preliminary schedule to the Owner indicating project duration and date, including but not limited to the following: The Shop Drawing submittals and reviews, material procurements schedule including identification of all long-lead items and anticipated delivery dates, quality control procedures, contingency plans, manufacturing and fabrication sequence including major work phases, quality control checkpoints; factory testing schedule including all test dates, prerequisites and all required notices; field installation submittals/specifications, transportation and logistics schedule, final completion activities, and any other information requested by Owner. The Contractor shall provide the preliminary schedule to the Owner within 15 days of the issuance of the NTP.

C. Technical Submittals: The Contractor shall submit all required submittals as referenced within Exhibit B, Early Procurement Package Technical Specifications, and Exhibit C, Reference Drawings.

4) SUBMITTAL PROCEDURES:

A. See Section 01 33 00 Submittal Procedures in Exhibit B, Early Procurement Package Technical Specifications.

5) PRODUCTS:

A. General: Provide products in compliance with Specifications and all attached and/or referenced design plans and as directed by the Owner.

B. Operational System. Contractor shall furnish a completely operational system whether or not all items necessary to make the system operational are specified.

C. Replacement Parts. All major component replacement parts shall be readily available from suppliers' inventory within four (4) calendar days of Owner's request, or within such other period mutually agreed upon by the Parties. All other major components not maintained in Supplier's inventory shall be provided within the manufacturer's then current lead time.

6) PERMITS:

A. This section intentionally left blank.

7) EXECUTION:

A. General: Comply with Specifications and all attached and/or referenced design plans as directed by the Owner. All Work under this section and all testing, where applicable, shall be performed in accordance with manufacturer's printed recommendations, specifications, and installation instructions except where more stringent requirements are indicated herein; and, except where project conditions require extra precautions or provisions to assure proper material performance.

B. Quality Control: The Contractor shall monitor quality control over subcontractors, suppliers, manufacturers, products, services, site conditions, and workmanship to produce the Work of specified quality.

C. Defective Work: Promptly remove, replace and/or repair any materials or workmanship determined to be defective.

8) SITE CONDITIONS:

A. RMWTF Site Orientation: If requested by Owner, the Contractor, Subcontractor, and all personnel to be on-Site shall attend one Site orientation presentation. The presentation will be chaired by the Owner. The Contractor shall be prepared to discuss the schedule of work for the Contract.

B. Site Rules: All visitors to the Site, including Contractors, Subcontractors, and personnel, are expected to observe the following rules when on location:

i) Stay within designated construction zones, on existing roads. Do not drive over any vegetation or block roads to vehicular traffic.
ii) Observe the speed limit.
iii) Remove ALL trash - do not leave any behind.
iv) Observe road closures.
v) Do not harm, remove or take* any plants or animals.
* This means do not harass, harm, pursue, hunt, shoot, wound, kill, trap, capture of collect, or attempt to engage in any such conduct.
vi) No smoking on Site.
vii) Do not touch or pick up any object or artifacts.
viii) Confirm your presence on Site with the Owner's Representative.

C. The Contractor shall maintain fire access to all buildings.

9) DIFFERING SITE CONDITIONS:

A. This section intentionally left blank.

10) USE OF MATERIALS:

A. The Owner shall make available to the Contractor such materials from its files as may be required by the Contractor in connection with its performance of the Work under this Contract. Such materials shall remain the property of the Owner while in the Contractor's possession.

B. Upon termination of this Agreement, the Contractor shall turn over to the Owner any property of the Owner in its possession and any calculations, notes, reports, or other materials prepared by the Contractor in the course of performing this Contract. Any proprietary software or other tools of the Contractor used to execute the Work shall remain the property of the Contractor.

11) RECORDS:

A. The Contractor shall retain financial and other records related to this Contract for six years after the completion or termination of this Agreement, and shall make available to the Owner for inspection, all books, records, documents, and other evidence directly pertinent to performance under this Contract upon reasonable notice.

12) ASSIGNMENT:

A. The Contractor shall not assign or transfer its interest in this Agreement without the prior written consent of the Owner such consent not to be unreasonably withheld or delayed. If Contractor assigns or transfers without prior written approval, the assignment or transfer shall be void, and not merely voidable.

13) NOTICES:

A. Any and all notices, demands or requests required or appropriate under this Contract (including invoices) shall be given in writing and signed by a person with authorization to bind the Contractor or Owner, 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 CONTRACTOR	De Nora Water Technologies, LLC Attention: Emile Musallam emile.musallam@denora.com 1110 Industrial Blvd., Sugar Land, Texas 77478
To OWNER	Southern Nevada Water Authority Attention: Anita Marquez 1350 Richard Bunker Ave., Henderson, Nevada 89015 marqueza@lvvwd.com
With Copy to (excluding invoices)	Southern Nevada Water Authority Attention: General Counsel 1001 S. Valley View Blvd., MS 475 Las Vegas, Nevada 89153 generalcounsel@lvvwd.com

i) 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.

ii) 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.

PART 5 - TECHNICAL SPECIFICATIONS LIST

Party References: For purposes of this Part 5 Technical Specifications List, all references to "Supplier", "Manufacturer", or "Vendor" " shall mean Contractor, as defined in the Agreement. References to "Contractor" contained within the referenced technical specifications shall mean the Owner's installer retained under separate contract.

Please refer to Exhibit B for complete Early Procurement Package Technical Specifications – as applicable within Exhibit D, Work Responsibilities Matrix, SHC System

Technical Specification #	**Description or Title of Technical Specification**
01 11 00	SUMMARY OF WORK
01 33 00	SUBMITTAL PROCEDURES
01 41 00	REGULATORY REQUIREMENTS
01 66 00	PRODUCT DELIVERY, STORAGE, AND HANDLING REQUIREMENTS
01 78 23	OPERATIONS AND MAINTENANCE DATA
01 78 36	WARRANTIES
01 78 39	PROJECT RECORD DOCUMENTS
01 79 00	DEMONSTRATION AND TRAINING
01 81 50	DESIGN CRITERIA
01 91 00	TESTING AND STARTUP
26 05 00	COMMON WORK RESULTS FOR ELECTRICAL
26 05 01	ELECTRICAL TESTING AND REPORTING
26 05 26	GROUNDING AND BONDING
26 05 53	ELECTRICAL IDENTIFICATION
26 26 10	CONDUCTORS AND CABLES
26 26 20	CONDUITS, CABLE TRAYS, BOXES, MANHOLES AND PULLBOXES
26 28 16	ENCLOSED SWITCHES AND CIRCUIT BREAKERS
27 15 23	COMMUNICATIONS OPTICAL FIBER HORIZONTAL CABLING
33 05 10	MECHANICAL IDENTIFICATION
33 05 26	IDENTIFICATION DEVICES
40 61 00	COMMON WORK RESULTS FOR PROCESS CONTROL AND INSTRUMENTATION SYSTEMS
40 61 15	CONTROL STRATEGIES
40 61 16.10	SPECIFIC CONTROL STRATEGIES – SODIUM HYPOCHLORITE GENERATION
40 64 01	CONTROL SYSTEMS: PROGRAMMABLE LOGIC CONTROLLERS
40 64 21	CONTROL SYSTEMS: LOCAL OPERATOR INTERFACE (LOI)
40 64 22	CONTROL SYSTEMS: PROGRAMMING REQUIREMENTS
40 66 01	CONTROL SYSTEMS: NETWORK MATERIALS AND EQUIPMENT
40 67 01	CONTROL SYSTEMS: PANELS, ENCLOSURES, AND PANEL COMPONENTS
40 73 13	PRESSURE/VACUUM MEASUREMENT: GAUGES
46 33 11	SODIUM HYPOCHLORITE PIPING AND VALVE
46 33 13	SODIUM HYPOCHLORITE GENERATING EQUIPMENT

PART 6 - REFERENCE DRAWINGS LIST

Party References: For purposes of this Part 6 Reference Drawing List, all references to "Supplier", “Manufacturer”, or “Vendor” " shall mean Contractor, as defined in the Agreement. References to "Contractor" contained within the referenced drawings list shall mean the Owner’s installer retained under separate contract.

Please refer to Exhibit C for complete Reference Drawing set

Proposed List of Drawings:

Drawing No.	**Description**
G1	COVER SHEET AND LOCATION MAP
G2	LIST OF DRAWINGS
G3	PROJECT LOCATION / KEY MAP
G4	ABBREVIATIONS
G5	DESIGN CRITERIA
G6	LEGEND AND GENERAL NOTES
S1	STRUCTURAL GENERAL NOTES / LEGEND / ABBREVIATIONS
S2	STRUCTURAL BASEMENT FLOOR PLAN – AREA C
S3	STRUCTURAL GROUND FLOOR PLAN – AREA C
SD1	STRUCTURAL TYPICAL DETAILS – 1
M1	MECHANICAL GENERAL NOTES
M2	MECHANICAL LEGEND AND ABBREVIATIONS
M3	HVAC GENERAL NOTES / LEGEND / ABBREVIATIONS
M4	BASEMENT FLOOR PLAN – AREA C SHC GENERATORS 6, 7, 8 AND 9 DEMOLITION
M5	BASEMENT FLOOR PLAN – AREA D SHC DAY TANK NO. 3 AND SHC BULK TANK DEMOLITION
M6	GROUND FLOOR PLAN – AREA C RECTIFIERS 6, 7, 8 AND 9 DEMOLITION
M7	SECTION – SHC GENERATOR AND RECTIFIER DEMOLITION
M8	BASEMENT FLOOR PLAN – AREA C SHC GENERATORS 6, 7, 8 AND 9
M9	SECTION – SHC GENERATOR AND RECTIFIER
M10	FRONT SECTION – SHC GENERATORS 6, 7, 8, AND 9
M11	SHC GENERATORS ENLARGED PLAN
M12	BASEMENT FLOOR PLAN – AREA D HYDROGEN VENTING – PLAN
M13	GROUND FLOOR PLAN – AREA D HYDROGEN VENTING – PLAN
M14	SECTION – HYDROGEN VENTING
M15	SHC GENERATOR HYDROGEN VENTING SYSTEM SCHEMATIC
M16	SHC GENERATOR PLANS AND SECTIONS
M17	HVAC ROOF PLAN FOR AHU-7-VEN-101A & AHU-7-VEN-102A DEMOLITION
M18	HVAC FLOOR PLAN FOR AHU-7-VEN-101A & AHU-7-VEN-102A DEMOLITION
M19	HVAC DEMOLITION DETAILS
M20	HVAC ROOF PLAN FOR AHU-7-VEN-101A & AHU-7-VEN-102A

M21	HVAC FLOOR PLAN FOR AHU-7-VEN-101A & AHU-7-VEN-102A
M22	HVAC ROOF PLAN FOR AHU-7-VEN-103
MD1	MECHANICAL TYPICAL DETAILS – 1
MD2	MECHANICAL TYPICAL DETAILS – 2
E1	ELECTRICAL LEGEND AND SYMBOLS
E2	ELECTRICAL ABBREVIATIONS
E3	SITE ELECTRICAL SYSTEM SINGLE LINE DIAGRAM
E4	EE-07-SS-1 SINGLE-LINE DIAGRAM DEMOLITION
E5	EE-07-SS-1 ELEVATION
E6	EE-07-SS-1 SINGLE-LINE DIAGRAM
E7	MCC ELEVATIONS
E8	EE-07-MCC-1 SINGLE-LINE DIAGRAM
E9	EE-07-MCC-2 SINGLE-LINE DIAGRAM
E10	EE-07-MCC-SP1 SINGLE-LINE DIAGRAM
E11	PANELBOARD SCHEDULES
E12	POWER AND CONTROL PLAN SHC GENERATORS 6, 7, 8, AND 9
E13	POWER AND CONTROL PLAN SHC GENERATORS ENLARGED PLAN
E14	POWER AND CONTROL PLAN RECTIFIERS 6, 7, 8, AND 9
E15	SHC GENERATORS AND RECTIFIERS SECTION
E16	SECTION HYDROGEN VENTING
E17	BULK CHEMICAL STORAGE FACILITY ELECTRICAL ROOM PLAN
E18	CONDUIT SCHEDULE 1
E19	CONDUIT SCHEDULE 2
ED1	ELECTRICAL TYPICAL DETAILS
I1	INSTRUMENTATION LEGEND — 1
I2	INSTRUMENTATION LEGEND — 2
I3	INSTRUMENTATION LEGEND — 3
I4	INSTRUMENTATION LEGEND — 4
I5	INSTRUMENTATION LEGEND — 5
I6	NETWORK BLOCK DIAGRAM
I8	P&ID SODIUM HYPOCHLORITE GENERATION SYSTEM – 1
I9	P&ID SODIUM HYPOCHLORITE GENERATION SYSTEM – 2
I10	P&ID SODIUM HYPOCHLORITE GENERATION SYSTEM – 3
I11	P&ID HYDROGEN VENTILATION BLOWERS
I12	NETWORK I/O TABLES
I13	CONTROL SCHEMATIC 1 – H2 DILUTION BLOWERS

PART 7 - DISTRICT/SNWA System Access Security Checklist

Contractor is required to complete the following checklist verifying the following minimum-security standards are met for use of Owner provided applications.

CONTRACTOR INFORMATION:

COMPANY NAME	
SIGNATURE OF AUTHORIZED REPRESENTATINVE	
DATE	
OWNER CONTACT	TO BE PROVIDED WITH ISSUED LNTP

INFORMATION SECURITY CONCERN	**YES**	**NO**
1) All computing devices used to connect with Owner's systems are:		
a) Kept current with operating system patches	☐	☐
b) Kept current with software patches	☐	☐
c) Kept current with antivirus updates	☐	☐
d) Enabled with a host-based firewall	☐	☐
e) Accessing Owner's systems only from within US boundaries	☐	☐
2) Contractor maintains policies within their organization that cover:		
a) Acceptable Use of Technology Resources	☐	☐
b) Incident Response	☐	☐
c) Breach Notification	☐	☐
d) Account & Password Management	☐	☐
e) Session Management	☐	☐
f) User Cybersecurity Awareness Training	☐	☐
3) Contractor will notify Owner, within 24 hours, confirmation of:		
a) Termination of any authorized user	☐	☐
b) Loss of any device used to access Owner's system(s)	☐	☐
c) Breach of any Contractor system(s)	☐	☐
d) Breach of any vendor 3rd-Party service(s)/system(s)	☐	☐
e) Compromise of any Contractor account(s)	☐	☐

Any questions regarding this checklist should be directed to:

- Purchasing.HelpDesk@lvvwd.com prior to Bid submission (if applicable).
- ISC@lvvwd.com and your Owner Contract Contact for all other engagements.

Please refer to the backside of this document for additional information regarding these requirements.

Please review this supplemental information for guidance on the questions from page 1.

1.
   a. The operating systems (e.g. Windows/MacOS) must be updated within 90 days of the last version issued by the operating system manufacturer.
   b. Installed software must be updated within 90 days of the last version issued by the software manufacturer.
   c. Antivirus/Antimalware software must be installed and maintained with antivirus updates installed daily.
   d. The PC or laptop must have a firewall installed, enabled and configured to block unauthorized network traffic.
   e. Access to Owner's system(s) from outside of United States boundaries must be authorized in advance and in writing.

2.
   a. A policy for Acceptable Use of Technology Resources would include, but not be limited to: proper use of communication channels, internet use, restrictions against fraud and/or malicious activity, restrictions against circumventing security, data loss prevention, and authorized remote access.
   b. An Incident Response Plan outlines the process of how a compromised system in Contractor's environment is addressed. It should follow a nationally recognized standard such as NIST.
   c. A Breach Notification Plan outlines how, and how soon, Contractor will notify Owner when any system in Contractor's environment (or control) is compromised (regardless of data loss).
   d. A policy for Account & Password Management outlines how Contractor manages user accounts within Owner's organization, from creation to deletion, along with password complexity rules and password reuse guidelines.
   e. A Session Management policy outlines how long a computer, desktop application, or web application can remain idle before logging out a user. It also outlines requirements for screen locking when a device is unattended.
   f. User Cybersecurity Awareness Training is an education program for staff within Contractor's organization. The program would address safe internet activity, safe email practices, how to respond to malware and other cyber security matters that affect Contractor's organization.

3.
   a. Contractor is required to notify Owner within one business day regarding termination of any authorized user of Owner's system(s).
   b. Contractor is required to notify Owner within one business day regarding loss of any device used to access Owner's system(s).
   c. Contractor is required to notify Owner within one business day regarding verified breach of any systems in Contractor's environment or under Contractor's control.
   d. Contractor is required to notify Owner within one business day regarding verified breach of any 3rd-Party service(s)/system(s) of Contractor's environment or under Contractor's control.
   e. Contractor is required to notify Owner within one business day regarding compromise of any authorized user of Owner's system(s).

EXHIBIT A

SUPPLY BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that _____ "Principal" and _____"Surety" are held and firmly bound unto the Southern Nevada Water Authority "Obligee" in the amount of _____ _____ (write out amounts in U.S. Dollars equal to 50 percent of the Total Contract Price), $_____ "Bonded Sum" for which payment well and truly to be made we do bind ourselves, our heirs, executors, administrators, and assigns, firmly by these presents.

WHEREAS, Obligee has awarded to Principal a material contract entitled **"Contract No. 014591 RMWTF Sodium Hypochlorite Generator Replacement - Phase II,"** dated _____ ("Contract") on the terms and conditions set forth in the Contract Documents as defined by the Contract, which Contract Documents shall be deemed a part hereof as fully as if set out herein; and

WHEREAS, Principal is required to furnish a Bond guaranteeing the faithful performance of its obligations under the Contract Documents, and Surety, which is an admitted surety in the State of Nevada, is willing to provide such Bond on the terms and conditions set forth herein.

NOW, THEREFORE, if the said Principal 1) shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, warranties and all other obligations contained in or arising out of the Contract during the original term of the Contract including warranty periods and any extensions thereof that may be granted by the Contractor, with or without notice to the Surety, 2) shall well and truly perform and fulfill those obligations that by their nature extend beyond the term of the Contract warranty periods, 3) shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, warranties and all other obligations of any and all duly authorized additions to and modifications of the Contract that may hereafter be made, notice of which additions and modifications to the Surety being hereby waived, 4) shall promptly make payment to all persons or entities providing the Principal directly or indirectly through other tiers with labor, equipment or materials in the prosecution of the work provided for in the Contract, and any and all duly authorized additions to and modifications of the Contract that may hereafter be made, 5) shall promptly pay all other obligations incurred by the Principal in connection with such work, and 6) shall defend, indemnify and hold harmless the Owner and Obligee from any claims, demands, liens or suits by any person or entity on account of such labor, equipment, material or other benefits or obligations, then this obligation to be void; otherwise to remain in full force and effect.

This bond specifically covers all damages for which the Principal is liable to the Obligee under the Contract, including, but not limited to legal, design professional and delay damages suffered by the Obligee as a result of the Principal's failure to well and truly perform and fulfill all the undertakings, covenants, terms, conditions, warranties and all other obligations and agreements of the Contract.

Without limitations of the foregoing, in the event that the Obligee exercises its right to terminate for default or take over the work of Principal, the Surety will upon notice take immediate action to fulfill its obligations under the bond and indemnify and reimburse Obligee for costs and damages incurred. The Surety recognizes that time is of the essence and agrees that Obligee is permitted to take reasonable actions after Principal's default which are necessary to maintain the Project schedule and complete the work.

No suit or action shall be commenced under the payment portion of this bond by any claimant unless claimant, other than one having a direct contract with the Principal, shall have given written notice to the Surety, within ninety (90) days after such claimant performed or furnished the last of the labor, equipment, or material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party for whom the labor, equipment or material was performed or furnished. Such notice shall be served by mailing the same by such form of mailing as which will provide a mailing receipt evidencing the fact of mailing and delivery to any office of the Surety which is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the project is located. For claimants who meet the above condition and for claimants with a direct contract with the Principal, the intent of this bond is for such claimants to have the status of third-party beneficiaries of this bond.

Unless the Surety has notified the Obligee in writing of a prior claim by the Surety to any sums earned by the Principal under the Contract, the Obligee may, at its option and without notice to the Surety, pay to the Principal any sums earned by the Principal under the Contract, including any retained percentage thereon, prior to the time of final approval and acceptance of the Principal's work and materials by the Obligee; and such payment shall not diminish Surety's obligation under the bond. Should the Principal make any payments to the Obligee under the Principal's indemnity obligations contained in the Contract up to fullest extent of the Principal's liability under the Contract, such payments shall not diminish the Surety's obligations under this bond. For the removal of doubt, should the Principal breach the Contract and indemnify the Obligee for an amount including and up to the total Contract price, such indemnification by the Principal shall not diminish the Surety's obligations under this bond.

This bond shall be valid within the Final Completion of the Work according to the Contract.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 20___, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

By: _____ By: _____

Principal Name Principal Name/Title (Print)

(SEAL)

By: _____ By: _____

Surety Name Surety Signatory Name/Title (Print)

(SEAL)

*Bond must be executed by an officer of the Bonding Company or by a duly authorized Attorney-in-Fact. If executed by an Attorney-in-Fact, a properly notarized power of attorney from the Bonding Company showing such authority must be attached hereto.

END OF DOCUMENT

EXHIBIT B

Early Procurement Package Technical Specifications

This Page Intentionally Left Blank

EXHIBIT C

Reference Drawings

This Page Intentionally Left Blank

EXHIBIT D

Work Responsibilities Matrix: SHC System

Item / Task	Owner (SNWA)	General Contractor	Equipment Supplier (DeNora)	Notes:
Mechanical and Process				
SHC Generator System - Pre-Procured Equipment			✓	Owner-procured equipment per 46 33 13.
Interconnecting piping, tie-ins, valves, equipment not pre-procured by Owner		✓		Coordinate with Owner.
Demolition, removal, salvage of existing equipment, per specs.		✓		Coordinate with Owner.
Installation of SHC Generator System	✓ (assist)	✓		
Installation of water heater, piping, and valves		✓		Water heater procured by Owner.
Hydrogen Safety				
Hydrogen dilution blowers		✓ (install)	✓	Owner-procured equipment per 46 33 13.
Hydrogen dilution blower motor starters with disconnect switch		✓		GC to furnish and install.
Hydrogen ventilation piping		✓		GC to furnish and install.
Electrical and Controls				
MCP	✓ (furnish)	✓ (install)		Owner-procured equipment per 46 33 13.
Wiring of MCP (MCP with RIO-65)	✓	✓ (assist)		
MCP HMI Screen Development	✓			
Programming MCP (MCP with SCADA)	✓	✓ (assist)	✓ (assist)	

Item / Task	Owner (SNWA)	General Contractor	Equipment Supplier (DeNora)	Notes:
LCP		✓ (install)	✓ (furnish)	SHC skid LCP provided by DeNora. Ethernet switch and patch panel inside the cabinet provided by SNWA.
Wiring of LCP (LCP with SHC Gen equip)		✓	✓ (assist)	
Wiring of LCP (LCP with MCP)	✓ (assist)	✓ (furnish and install)	✓ (assist)	
Programming LCP (LCP with MCP)	✓ (assist)	✓ (assist)	✓	
LCP HMI Screen Development	✓ (assist)	✓ (assist)	✓	
SCADA Integration	✓			
Rectifiers		✓ (install)	✓ (furnish)	Owner-procured equipment per 46 33 13.
Cable from Rectifier to SHC Generator Skid		✓ (install)	✓ (furnish)	Owner-procured equipment per 46 33 13.
Cable Tray from Rectifier to SHC Generator Skid		✓		
Logistics and Startup				
Delivery of SHC Generators to RMWTF	✓ (support)	✓ (support)	✓	
Offloading and Rigging of equipment		✓	✓ (support)	Moving units from truck to final pads.
Startup/Testing	✓	✓	✓	
Training		✓	✓	
Warranty		✓ (administer)	✓ (provide)	

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

November 19, 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, or designee, to sign a line extension agreement between Nevada Power Company dba NV Energy and the Authority in support of the Garnet Valley Water Transmission System – Apex 2920 Reservoir in an amount not to exceed $397,273.

Fiscal Impact:
The requested $397,273 is available in the Authority's Capital Budget.

Background:
On September 18, 2025, the Board of Directors approved the Owner-CMAR Construction Agreement with Ames Construction, Inc. (Ames), for work on various projects within the Garnet Valley Water Transmission System – Facilities program, including the Apex 2920 Reservoir (Reservoir), located as generally shown on Attachment A. To allow for the operation of the Reservoir, Nevada Power Company dba NV Energy (NVE) must install additional facilities to deliver sufficient energy to the Reservoir.

On November 20, 2025, the Board approved a line extension agreement with NVE for the installation of underground and overhead electrical cable and power poles within Bureau of Land Management (BLM) owned land along the City of North Las Vegas' BLM grant corridor to provide power to the Reservoir.

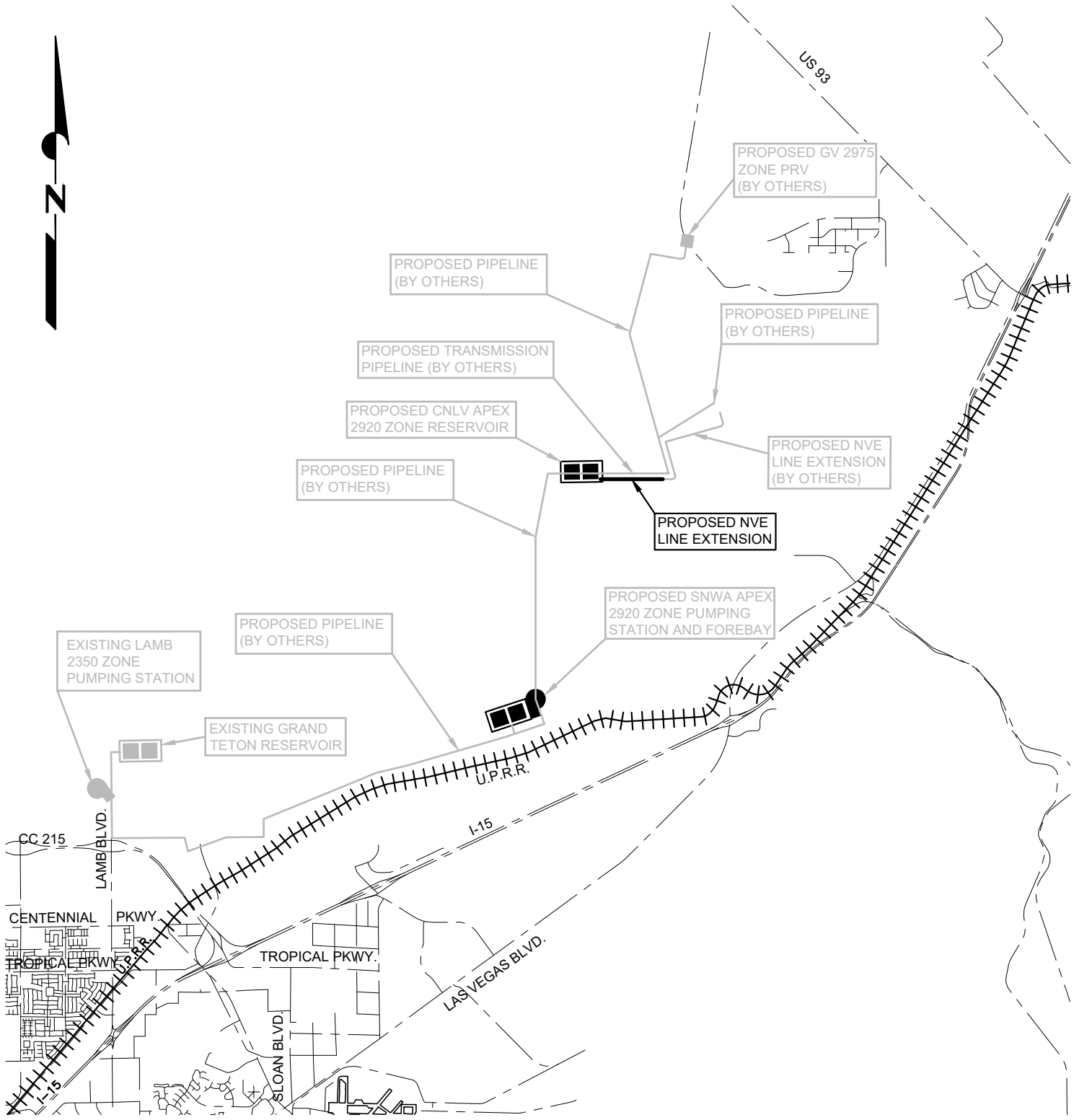
If approved, the attached Rule 9 Large Project Line Extension Agreement 42645971 (Agreement) includes the terms and conditions necessary for the installation of underground and overhead electrical cable, power poles, pull boxes, and a transformer in proposed easements within properties owned by Propstrike LLC and the Authority that will provide power to the Reservoir for a total estimated cost of $397,273. In accordance with the Agreement and NV Energy Rule 9, the Authority will pay to NVE a construction utility advance not to exceed $353,935, with a portion of that amount, $347,628, eligible for a potential refund.

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

JJE:DJR:PJJ:np
Attachments: Attachment A, Disclosure, Agreement, Exhibits

AGENDA ITEM # **10**

ATTACHMENT A



SOUTHERN NEVADA WATER AUTHORITY
GENERAL LOCATION MAP

GARNET VALLEY WATER TRANSMISSION SYSTEM - FACILITIES
NVE LINE EXTENSION - II

DRAWN BY	MEN
DATE	07/06/2026
SCALE	NONE
PROJECT NO.	3533S

I:\CONTRACT_SNWA Garnet Valley Projects\Status\3533S - Garnet Valley Water NVE Power Extension.dwg, 7/6/2026 11:14:56 AM

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:	1326
Corporate/Business EntityName:	Nevada Power Company
Doing Business As:	NV Energy
Street Address:	6226 W. Sahara Ave.
City, State, and Zip Code	Las Vegas, NV 89146
Website:	https://www.nvenergy.com/
Contact Name:	Lisa Shelton
Contact Email:	lisa.shelton@nvenergy.com
Telephone No:	(702) 402-5000
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):

Subsidiary Company Subsidiary Company Nevada Power Company is a subsidiary of NV Energy, Inc. (100% ownership), which is a subsidiary of Berkshire Hathaway Energy (100% ownership), which is a subsidiary of Berkshire Hathaway (100% ownership).

Nevada Power Company dba NV Energy
OFFICERS:

Brandon Barkhuff, President and CEO
Jennifer Oswald, Senior Vice President, Human Resources, Safety, & Corporate Services
Tony Sanchez, Executive Vice President, Business Development & External Relations
Michael Behrens, Vice President, Chief Financial Officer
Ryan Bellows, Vice President, General Counsel, Corporate Secretary and Government Relations

Berkshire Hathaway Energy:
OFFICERS:
Gregory E. Abel, Chair
Mark Hewett, President and CEO
Natalie L. Hocken, Senior Vice President, Chief Legal Officer
Jennifer A. McIvor, Senior Vice President, Chief Environment and Sustainability Officer
Charles C. Chang, Senior Vice President and Chief Financial Officer
R. Patrick Reiten, Senior Vice President, Public Policy
Christina R. Harlow, Senior Vice President, Chief Human Resources Officer
Scott Thon, Executive, BHE Board of Directors

Berkshire Hathaway:
OFFICERS:
Warren E. Buffett, Chairman and CEO
Gregory E. Abel, Vice Chairman, Non-Insurance Operations, Director)
Ajit Jain, Vice Chairman, Insurance Operations, Director
Marc D. Hamburg, Senior Vice President, CFO, Secretary
Charles C. Chang, Senior Vice President, CFO (effective June 1, 2026)
Daniel J. Jaksich, Vice President, Principal Accounting Officer
Jo E. Rieck, Vice President, Taxes
Michael J. O'Sullivan, Senior Vice President and General Counsel (effective January 1, 2026)
Nancy Pierce, Investment Manager and CEO of GEICO
Ted Weschler, Investment Manager
Howard G. Buffett, Director
Susan A. Buffett, Director
Stephen B. Burke, Director
Kenneth I. Chenault, Director
Christopher C. Davis, Director
Susan L. Decker, Director
Charlotte Guyman, Director
Thomas S. Murphy, Jr., Director
Ronald L. Olson, Director
Wallace R. Weitz, Director
Meryl B. Witmer, Director
Jennifer Tselentis, Comptroller

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:	Lisa Shelton
Signer Title:	Major Account Executive
Signer Email:	lisa.shelton@nvenergy.com
Signed Date:	12/17/2025
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.

Pearson, Natalie	Pearson, Natalie	12/22/2025
Signature	Executive Assistant I	Date
	Print Name/Title	

08/20/2026

SOUTHERN NEVADA WATER AUTHORITY
100 N CITY PKWY STE 700
LAS VEGAS , NV 891064615
(702) 333-5513

Dear Anita Marquez ,

RE : SNWA-3257-GARNET VALLEY WATER SYSTEM 2920 RESERVOIR-II
Project ID# : 11855538

The enclosed documents specify costs and responsibilities to provide electric facilities to the above referenced project. Should you decide to proceed with this project, please sign and return an original copy of the enclosed document(s) to the address listed on the enclosed document.

The Agreement constitutes a contract regarding installation costs for the requested service. As such, it requires the signature of a person legally authorized to enter into this Agreement. Please ensure that the name and title of the person signing the contract are clearly printed or typed on the lines immediately following the signature. Confusion regarding the authority of the person signing the contract may result in a delay to the installation of electric facilities. A copy of the executed agreement will be returned to you at the above address.

The Terms and Conditions of this proposal shall be firm for 90 business days from the date of this letter, at which time the Agreement is no longer valid. After 90 business days we may provide you with a new Agreement with revised costs and/or design changes. These changes could be a result of, but are not limited to, field condition changes, project work order connection point, proportionate share and attachment costs, contingent projects, and project labor, material, and tax cost increases. The project is subject to cancellation 180 business days from the date of this letter. In the event of project cancellation, you must reimburse Utility for all costs expended on the project and the design in accordance with Rule 9, Section A.2.

In an effort to facilitate completion of this utility work, please submit an application for meter set upon assignment of address(es) from your government agency. This meter set information is required prior to receiving service.

Should you have any other questions regarding this Agreement, please contact me at +1 (702) 402-3134.

Sincerely,

Luis C Montoya Jr
Coord Sr,Proj

This Rule 9 Line Extension Agreement ("**Agreement**") is made and entered between Nevada Power Company, a Nevada Corporation, d/b/a NV Energy ("**Utility**") and SOUTHERN NEVADA WATER AUTHORITY , a(n) NV Political subdivision of the State of Nevada "**Applicant**" (individually, a "**Party**" and collectively, the "**Parties**").

RECITALS

A. Utility owns and operates electric transmission and distribution facilities and provides electric service within Nevada, in accordance with Tariff Schedules filed with and approved by the Commission.

B. Applicant has requested an Alteration of Existing Facilities and/or Service to its Development.

C. In accordance with Rule 9, other applicable provisions in its Tariff Schedules and this Agreement, Utility will complete the Project.

D. Applicant acknowledges that it must follow Utility's procedures for identifying and resolving conflicts between its Development and the Electric System and that Utility will only waive or approve a particular conflict through Utility's standard use agreement signed by the property owner(s) and Utility, duly notarized, and recorded.

In consideration of the above recitals, mutual covenants, terms and conditions contained in this Agreement, the Parties agree as follows:

1. Summary of Costs and Contingencies

1.1 Project. In order to provide 318KVA of Service to Applicant and/or perform an Alteration of Existing Facilities, Utility will modify the Electric System as shown on the Design titled SNWA-3257-GARNET VALLEY WATER SYSTEM 2920 RESERVOIR-II and attached as Exhibit A.

1.2 Estimated Total Costs.The Estimated Total Costs for the Project are **$397,272.69**,as summarized on Exhibit B.

1.3 Estimated Advance. The estimated Advance is **$353,934.27**, consisting of:

(A) CIAC. An estimated CIAC in the amount of **$1,010.58**("**Estimated CIAC**"). This amount includes a non-taxable, non-refundable cost of $0.00 and a taxable, non-refundable cost of **$1,010.58**. If the Estimated CIAC exceeds $40,000, it is subject to a Total Cost True-up.

(B) Advance Subject to Potential Refund. An Advance Subject to Potential Refund in the amount of $306,010.11 . This amount includes Applicant's responsibility for any Proportionate Share Allocation and any applicable Commission order in the amount of **$0.00** .

(C) Tax Gross-Up. The estimated Tax Gross-up is:

(1) Advance Subject to Potential Refund. A Tax Gross-up relating to the Advance Subject to Potential Refund in the amount of $41,617.37. This Tax Gross-up is subject to refund.

(2) CIAC. A Tax Gross-up relating to CIAC in the amount of $137.44. This Tax Gross-up is subject to adjustment in connection with any Total Cost True-Up.

(3) Non-Cash Contributions. A Tax Gross-up relating to Applicant's non-cash contributions to Utility under Rule 9, Section A.12.a (such as trenching and substructures performed by Applicant, its contractors or its subcontractors) in the amount of $5,158.77. This Tax Gross-up is not subject to refund.

1.4 Up-front Allowance. The Maximum Allowance is $138,648.00 . As shown on Exhibit C, the Up-front Allowance is $90,252.00 .

1.5 Payment. Applicant must pay Utility $353,934.27("**Initial Payment**") when Applicant delivers the signed Agreement to Utility. When calculating this payment, Utility applied any Up-front Allowance and, if applicable, a credit for any Utility Betterment.

1.6 Related Contracts.

(A) Proportionate Share Contracts. If Applicant attaches to a Line Extension installed by a previous Applicant (defined in Rule 1), such as those identified in this Subsection, Applicant must pay a Proportionate Share Allocation(s):

PID	Title

(B) Master Planned Community Contracts. This Agreement is associated with the following master planned community contracts:

PID:	Title:

2. Description and Design of the Project

2.1 Design for Project; Amendment. The design for the Project, including any Betterments is attached to this Agreement as Exhibit A (the "**Design**"). Applicant approves the Design and acknowledges that Applicant is bound by and must comply with all notes on the Design. If any Contingent Facilities are identified on the Design and not installed, then the Design will change, and the Total Costs, may change. The Parties may revise the Design by amending this Agreement in accordance with Section 11.10.

2.2 Condition to Providing Service. Utility is not obligated to provide electric Service to the Development and may stop work on the Project until after Applicant meets its obligations under Section 4.4 to Utility's satisfaction. Applicant agrees that, if Utility provides Service to the Development or continues working on the Project even though conflicts remain, Applicant is responsible for resolving those conflicts at its Total Cost and to Utility's satisfaction and Applicant must (at its Total Cost) acquire and deliver to Utility all Property Rights Utility deems necessary.

2.3 Inaccurate Information and Field Conditions. Applicant understands that inaccurate, incomplete or outdated information and that surface and subsurface field conditions could delay Construction Complete and Service to the Development.

2.4 Sources of Power. The sources of power from the Electric System to the Development are subject to change, at Utility's discretion. Applicant understands that the Electric System configuration is dynamic and at the sole discretion of Utility and that interruptions of electric service to the Development, both on a scheduled and unscheduled basis, are inherent in the provision of service to the Development.

2.5 Providing Service to Applicant. Utility will provide Service to Applicant in accordance with this Agreement, applicable Laws and Utility's Tariff Schedules. However, if Applicant is not using the capacity Utility made available to Applicant in connection with this Agreement after the Agreement terminates, Utility (in its discretion) may reallocate the unused capacity to other Customers or Applicants.

3. Betterments; Refunds; True-Ups

3.1 [INTENTIONALLY OMITTED]

3.2 Limitation on Refunds. The Advance Subject to Potential Refund is the maximum possible Refund that Applicant may receive. The Refund may range from $0 to the balance of the Advance Subject to Potential Refund.

3.3 Performance of True-Ups. Utility will perform any Allowance True-up if required and in accordance with Rule 9, Section A.31. Utility will perform any Total Cost True-up if required and in accordance with Rule 9, Section A.31. After Utility performs any required Allowance True-up and/or Total Cost True-up, Utility will either invoice Applicant or provide a Refund to Applicant. In accordance with Rule 9, Section A.31, Utility might perform more than one Allowance True-up and/or send Applicant an invoice(s) or Refund for Total Cost items that were finalized or became known after the original Total Cost True-up.

3.4 [INTENTIONALLY OMITTED]

3.5 [INTENTIONALLY OMITTED]

4. Applicant's Obligations

4.1 Responsibility for Total Costs; Purchase Order Process. Applicant is responsible for the Total Costs, except for those Utility is specifically responsible for under Rule 9. If Utility agreed to accept a purchase order from Applicant for the Initial Amount, Utility will invoice Applicant's Total Costs against that purchase order. Applicant acknowledges that these invoices will likely include AFUDC. At any time after Utility receives a purchase order in connection with this Agreement, Utility may send Applicant a written request to increase the purchase order. Within thirty (30) days after the date identified on that request, Applicant must deliver the modified purchase order to Utility. If Applicant does not deliver the modified purchase order to Utility before that 30-day period expires, Utility may stop work and/or not provide Service to Applicant, until after Utility receives the modified purchase order. Any delay in delivering the modified purchase order to Utility might delay completion of the Project and Service to the Development.

4.2 Payment of Advances. Applicant must pay all Advances based on the Estimated Total Costs identified initially in Exhibit B and those identified subsequently by Utility in accordance with Rule 9.

4.3 Obligation to Construct Facilities in Compliance with Laws. At its expense, Applicant and its contractors must construct and install Rule 9, Section A.12.a improvements as shown on the Design, in a manner consistent with the Property Rights for those improvements and in compliance with all Permits, applicable Laws, Utility's Standards, the Tariff Schedules and the National Electrical Safety Code.

4.4 Identification and Resolution of Conflicts; Costs Associated with Conflicts.

(A) Identification of Conflicts. Applicant must identify, in writing and in a manner satisfactory to Utility, all conflicts between (1) the Development and the Electric Systemlocated within the Development, (2) the Development and the Electric System located within or adjacent to offsite improvements required for the Development, (3) the Development and the Electric Systemlocated adjacent to the Development, and (4) the Development and Utility's Property Rights within and adjacent to the Development.

(B) Resolution of Conflicts with Utility's Facilities and Payment of Costs. If Applicant, its agents, its contractors, or its subcontractors damage, have damaged, render unsafe or have rendered unsafe the Electric System located within or adjacent to the Development or to the offsite improvements required for the Development, Applicant must (1) pay all costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed and (2) provide or obtain Property Rights in Utility's name for the relocated facilities and/or new facilities, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of Property Rights, the dimensions of the Property Rights area, and terms and conditions of the Property Rights).

(C) Resolution of Conflicts with Utility's Easements and Payment of Costs. If Applicant, its agents, its contractors, or its subcontractors interfered with Utility's Property Rights, Applicant must (1) pay all costs incurred by Utility that are associated with the interference and (2) either remove the interference and return the Property Rights area to a condition that is usable by Utility or provide or obtain replacement Property Rights in Utility's name, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of Property Rights, the dimensions of the Property Rights area, and terms and conditions of the Property Rights).

4.5 Payment of Invoices; Work Stoppage and Service Delay for Non-Payment. In addition to providing Applicant with an invoice for the Initial Amount, Utility might periodically invoice Applicant in connection with this Agreement for new or increased Total Costs. If Utility agreed to accept a purchase order from Applicant, Utility will invoice Applicant for the Total Costs against that purchase order (as amended). Otherwise, the Initial Amount is due when Applicant delivers the signed Agreement to Utility. Applicant must pay Utility's invoices within sixty (60) days of receipt. If mailed, Utility's invoices are deemed received by Applicant three (3) days after the invoice date. Applicant must reference PID 11855538 on any payment. If Utility does not receive timely payment of its invoices, then Utility, without liability to Applicant, may stop work on the Project and/or not provide Service to the Development until after Utility receives payment in full. Any delay in payment might result in a delay in completion of the Project.

4.6 Interest. Any amount unpaid and due by Applicant under this Agreement will accrue interest at the then current per annum simple prime rate, as published in the Market Data section of the Wall Street Journal, plus one percent (1%), from the original due date through the date of receipt of payment by Utility. However, Utility will not pay Applicant any interest on the amount of any payment made in connection with this Agreement.

4.7 Information Provided by and Needed from Applicant. Applicant acknowledges that Utility relies on information provided by Applicant when performing Utility's obligations under this Agreement. Applicant acknowledges that it has a continuing obligation to provide the most current and accurate information concerning its Development to Utility and to notify Utility of any inconsistencies between the Design and facilities constructed (or being constructed) for the Project and/or the Property Rights for those facilities. Applicant also understands that Utility is not aware of and cannot know all surface and subsurface field conditions. Notwithstanding anything to the contrary in this Agreement, Applicant agrees to assume all responsibilities and Total Costs for repair, replacement, redesign, modification, relocation or other work to the facilities constructed, or being constructed, for the Project:

(A) Resulting from or arising out of incomplete, inaccurate or outdated data and other information supplied to Utility by Applicant; or

(B) Resulting from or arising out of changes affecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or

(C) Resulting from or arising out of surface or subsurface field conditions; or

(D) That were installed outside the Property Rights intended for such facilities; or

(E) That were installed based on surveys or staking provided by Applicant or Applicant's agents that are found to be located outside the Property Rights intended for such facilities.

4.8 Inspection of and Responsibility for Rule 9, Section A.12.a Improvements Installed by Applicant. For Rule 9, Section A.12.a improvements installed by Applicant, Applicant must:

(A) Allow Utility to inspect the construction and installation of these improvements.

(B) Maintain, repair, and (as Utility deems necessary) replace these improvements until Utility's Acceptance, in addition to providing the guarantees in Section 6. If Applicant must use conduit it installed or pre-existing conduit for Service to the Development, Applicant (in Utility's discretion and at Applicant's expense) must video inspect, re-mandrel, re-mule tape, and repair the conduit. If all or a portion the conduit cannot be repaired, Applicant (at its expense and to Utility's satisfaction) must replace the damaged conduit.

4.9 Obligation to Provide Information to Utility. In addition to providing the information required by Rule 9, Subsection A.2.c and within ten (10) days of Utility's written request, Applicant must provide information and documentation requested by Utility, including but not limited to absorption information, information and documentation relating to the amount(s) Applicant paid, if any, for third-party Property Rights, and information and documentation relating to the actual cost of Applicant's non-cash contributions to Utility under Rule 9, Section A.12.a.

5. Property Rights; Ownership and Lien Release(s)

5.1 Obligation to Acquire and Convey Property Rights. Applicant must, without cost to Utility, grant and convey, or obtain for Utility, all Property Rights that Utility deems it requires for the Utility facilities (or any portion thereof) affected under this Agreement. In Utility's discretion and at Applicant's Total Cost, Utility may obtain an appraisal(s) of the Property Rights.

5.2 Condition to Commencing Construction. Utility is not obligated to commence construction of any facilities until after the required Property Rights are permanently granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the type of Property Rights, dimensions of the Property Rights area and terms and conditions relating to the Property Rights).

5.3 Responsibility for Use of Utility's Property Rights. Applicant is responsible for (A) any violation or breach of any Property Rights for the Project or any agreements or instruments creating or evidencing any Property Rights for the Project (collectively, "**Property Rights Documents**") by Applicant or any of its contractors or any of their respective subcontractors, directors, officers, employees, representatives or agents ("**Responsible Parties**"); (B) any requirement of or obligation imposed by any Property Rights or Property Rights Documents in connection with any Rule 9, Section A.12.a improvements or other work performed by one or more Responsible Parties in connection with this Agreement (the "**Work**"); and (C) any violation of applicable Law or of a Permit by one or more Responsible Parties in connection with the Work.

5.4 Ownership of Facilities and Equipment. All facilities constructed and equipment installed by Applicant and Utility, including Betterments, under this Agreement are property owned, maintained, and controlled by Utility upon Utility's Acceptance. Utility (not Applicant) owns all material Utility orders for the Project for use on Utility's side of the Point of Delivery. Upon Utility's written request, Applicant will sign and deliver a bill of sale in a form acceptable to Utility that conveys all of Applicant's rights, title and interest in the Rule 9, Section A.12.a improvements to Utility and certifies that these improvements are free of liens and other encumbrances. Utility has the right to use, and allow other Customers to use, these improvements for any purpose. Utility may also allow designated telecommunications carriers and cable television companies to use these improvements if Utility is required to do so by the federal Telecommunications Act or other applicable Laws. If Applicant requests that additional spare conduit be installed in connection with this Agreement (above and beyond Utility's standard requirement for spare conduit) and pays the Total Costs associated with that additional conduit, Utility will reserve that conduit for Applicant if requested by Applicant and Utility and Applicant enter into a separate agreement for the reserved additional spare conduit. If Utility and Applicant do not enter into such an agreement and Applicant still requests additional spare conduit, Utility may use any spare conduit for other Utility customers and allow designated telecommunications carriers and cable television companies to use that conduit.

5.5 Release of Lien or Claim. Upon Utility's written request, Applicant must furnish to Utility a complete release of any lien or claim and receipts covering in full all labor, material, and equipment for which a lien could be filed in relation to the Rule 9, Section A.12.a improvements.

6 Guarantees

6.1 Guarantee Against Defects. Applicant guarantees, regardless of Utility's Acceptance, all work Applicant and its contractors/subcontractors perform and all material and equipment they furnish under this Agreement against defects in materials and workmanship for a period of two (2) year following completion of the Project. Applicant also guarantees any corrective work and replaced or repaired materials against defects for an additional two-year period following completion of the work.

6.2 Utility's Option to Remedy Defect. Utility may, at its option and Applicant's sole Total Cost, either itself remedy or require Applicant to remedy any defect in materials or workmanship provided by Applicant and its contractors/subcontractors that develop during the two-year period provided for in Section 6.1. The option and obligation to repair extend to any damage to facilities or work caused by the particular defect or repair of the defect. Applicant must remedy the defect(s) to Utility's satisfaction. Should Utility choose to remedy a defect, Applicant must pay Utility all amounts it incurred within sixty (60) days of receiving an invoice from Utility.

6.3 Modification or Relocation of Electric Facilities. If Applicant requests that the Line Extension or relocation be constructed prior to the establishment of final grade or the alignment of the roads, streets, or alleys and a conflict arises, Applicant is responsible for the Total Cost to relocate, modify and remove the electric facilities in accordance with Rule 9, Section A.10. Any replacement Property Rights Utility determines are needed must be granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the dimensions of the Property Rights area and terms and conditions relating to the Property Rights).

7. Default

7.1 Procedure. If a Party ("**Defaulting Party**") fails to comply with the terms and conditions of this Agreement, within ten (10) days of receiving written notice of such failure from the other Party ("**Non-Defaulting Party**"), the Defaulting Party and Non-Defaulting Party must meet and cooperate in good faith to expedite a solution of the breach. If no solution is reached and the failure continues for thirty (30) days after the meeting between the Defaulting Party and Non-Defaulting Party (or after this meeting was scheduled to occur), then the Non-Defaulting Party is entitled to declare the Defaulting Party in default and is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date that is dependent on Applicant's or a third-party's performance is not an event of default.

7.2 Notice to Utility's Legal Department. In addition to sending written notice to Utility's Project Coordinator and to the Utility department identified in Section 13.2, Applicant must also send a copy of any notice required under Section 7 to Utility's Legal Department at the address specified in the "Notices" Section of the Agreement.

8 Confidentiality

8.1 Exchanging Information. Utility might provide Applicant with information to be used in complying with the Agreement. Some or all of this information, including, but not limited to, oral information, documents, supplier information, files, drawings, and data, might be confidential.

8.2 Labeling Information Confidential. If Utility wants information to be treated as confidential, Utility must label the written information as "CONFIDENTIAL" or inform Applicant that non-written information requires confidential treatment ("**Confidential Information**").

8.3 Procedures for Protection of Confidential Information. To the extent allowed by Law, Applicant must keep all information designated as "Confidential Information" strictly confidential and not disclose any Confidential Information to any person or entity except as expressly provided in these procedures or as otherwise approved in writing in advance by Utility. Applicant must establish commercially reasonable procedures designed to maintain the confidentiality of Confidential Information, which procedures must include, but are not limited to:

(A) Not permitting or making any copies of, or otherwise duplicating, any Confidential Information; and

(B) Keeping all Confidential Information obtained or possessed by Applicant in a secure location.

8.4 Return or Destruction of Confidential Information. Upon Utility's request, Applicant must promptly either return to Utility, or certify the destruction of, all Confidential Information that Applicant received, together with all copies, excerpts, notes and documents derived or generated from the Confidential Information.

8.5 Sharing Confidential Information. Applicant may disclose Confidential Information to its affiliates, attorneys, consultants, contractors and subcontractors (collectively, "**Other Parties**"); provided, however, Utility approves disclosure to the Other Party in writing in advance. Applicant will ensure that these Other Parties abide by the terms of this Confidentiality Section. Utility reserves the right to refuse to approve or agree to the disclosure of Confidential Information to any person.

8.6 Request for Confidential Information Through Legal Process. Notwithstanding anything to the contrary in this "Confidentiality" Section, if Applicant is requested by a third party or might be legally compelled to disclose any Confidential Information, to disclose excerpts, notes or documents derived or generated from the Confidential Information, or to disclose discussions regarding the Confidential Information, it must provide Utility with immediate written notice after Applicant learns that a disclosure is requested or may be compelled, so that Utility may seek a protective order, injunction, or any other remedy. The written notice must identify with particularity the Confidential Information that is the subject of the request or for which disclosure may be compelled. If a protective order, injunction, or other remedy is not obtained, Applicant will furnish only that portion of the Confidential Information that Applicant is legally required to disclose. Applicant will cooperate with Utility's counsel, at Applicant's Total Cost, if Utility seeks to obtain a protective order, injunction, or other remedy or other reliable assurance that confidential treatment will be accorded the Confidential Information.

8.7 Rights and Limitations. Utility does not grant any right or license, by implication or otherwise, to Applicant as a result of Utility's disclosure or discussion of Confidential Information. Utility makes no representation or warranties regarding the accuracy or completeness of this information. Applicant expressly recognizes that this information is provided "AS IS, with all faults" and Utility makes NO WARRANTIES, EXPRESS OR IMPLIED STATUTORY OR OTHERWISE, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES.

9. Force Majeure

9.1 Notice of Force Majeure Event. If a Force Majeure Event occurs or is anticipated, the affected Party must promptly notify the other Party in writing of the Force Majeure Event. This notice must include a description, cause and estimated duration of the Force Majeure Event. Regardless of the cause, Applicant's failure or inability to pay some or all of the Total Costs is not a Force Majeure Event.

9.2 Duty to Mitigate Effects of Delay. The affected Party must exercise Commercially Reasonable Efforts to shorten, avoid, and mitigate the effects of the Force Majeure Event.

9.3 Notice of Resumption of Performance. The affected Party must promptly notify the other Party in writing when the Force Majeure Event has ended and when performance will resume.

9.4 Liability; Termination Option. Utility is not liable to Applicant for Total Costs incurred as a result of any delay or failure to perform as a result of a Force Majeure Event. In accordance with Rule 9, Section A.27.c.4 and with prior written notice to Applicant, Utility may terminate the Agreement without liability to Applicant provided Utility, in consultation with Applicant, first determines the Force Majeure Event renders Project performance impossible or impractical.

9.5 Notice to Utility's Legal Department. In addition to sending notices required under this "Force Majeure" Section to the Project Coordinator, Applicant must also send a copy of all required notices to Utility's Legal Department at the address specified in the "Notices" Section of this Agreement.

10. Representations

10.1 No Pending Actions, Suits or Proceedings. Applicant represents that to its knowledge as of the date of this Agreement, there are no actions, suits or proceedings pending or threatened against Applicant in any court or before any administrative agency that would prevent its performance under this Agreement.

10.2 Authority. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The individuals executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

11 Miscellaneous Provisions

11.1 Insurance. Applicant must require that the contractor and subcontractors performing the Work (defined in Section 5.3) procure and maintain in effect the insurance coverages set forth in Exhibit D-1 until after Utility's Acceptance of the Work. If Applicant performs any Work, Applicant must procure and maintain in effect the insurance coverages set forth in Exhibit D-2 until after Utility's Acceptance of the Work. The requirements of this "Insurance" Section are not intended to and will not in any manner limit or qualify the liabilities and obligations of Applicant under this Agreement.

11.2 Utility's Tariff Schedules; Commission. This Agreement is made by the Parties pursuant to Utility's Tariff Schedules. Those Tariff Schedules apply to this Agreement, are binding on the Parties and supersede any portion of this Agreement should a conflict arise. However, Rule 9 is the version in effect on the Effective Date unless otherwise specified. Notwithstanding Section 11.10, this Agreement is, at all times, subject to such changes

or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction. This Section survives default, expiration, or termination of this Agreement or excuse of performance.

11.3 Integration. This Agreement, together with documents executed with the same formality as this Agreement, represent the entire and integrated agreement between Utility and Applicant and supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

11.4 Assignment. This Agreement is binding upon the successors and assigns of Applicant effective upon receipt of written consent of Utility, such consent not to be unreasonably withheld. However, no assignment is effective until after the requirements in Rule 9, Section A.19 are complied with, including but not limited to (A) Applicant's successor or assignee agrees in writing to assume all obligations and liabilities under this Agreement and (B) Applicant (in Utility's discretion) agrees in writing to continuing liability in connection with certain obligations.

11.5 Limitation of Damages. Notwithstanding anything to the contrary, Utility is not liable to Applicant for any consequential, indirect, exemplary or incidental damages, including but not limited to damages based upon delay, lost revenues or profits. This Section survives default, expiration, or termination of this Agreement or excuse of performance.

11.6 Choice of Law and Venue. This Agreement is governed by and will be construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions. All actions that are beyond the scope of the Commission's jurisdiction must be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. The Parties agree they will not initiate an action against each other in any other jurisdiction.

11.7 No Waiver. The failure of either Party to enforce any of the provisions of this Agreement at any time, or to require performance by the other Party of any of the provisions of this Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of this Agreement, or the right of any Party to enforce each and every provision.

11.8 Independent Contractor. Neither Applicant nor Utility is, nor will they be deemed to be, for any purpose, the agent, representative, contractor, subcontractor or employee of the other by reason of this Agreement. Nothing in this Agreement or any contract or subcontract by Applicant will create any contractual relationship between Applicant's employee, agent, contractor or subcontractor and Utility.

11.9 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.

11.10 Amendments. Any changes, modifications, or amendments to this Agreement are not enforceable unless consented to in writing by the Parties and executed with the same formality as this Agreement.

11.11 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any Person not a party to this Agreement, such as a Party's contractors, any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

11.12 Remedies. All rights and remedies of a Party provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to a Party at law, in equity, or otherwise.

11.13 Headings; Exhibits; Cross References. The headings or 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 exhibits attached to this Agreement are incorporated into this Agreement by reference. All references in this Agreement to Sections, Subsections, and Exhibits are to Sections, Subsections, and Exhibits of or to this Agreement, unless otherwise specified. And, unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes feminine and masculine.

11.14 Discretion. Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. Such discretion is not subject to any external standard, including but not limited to any standard of custom or reasonableness.

11.15 Severability. If any portion or provision of this Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of this Agreement void, the other portions or provisions of this Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.

11.16 Counterparts. The Parties may execute this Agreement in counterparts. Each of these counterparts, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument. A facsimile or email copy of a signature has the same legal effect as an originally-drawn signature.

11.17 Performance of Acts on Business Days. Any reference in this Agreement to time of day refers to local time in Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. Any reference in this Agreement to a "business day" refers to a day that is not a Saturday, Sunday or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Agreement falls on a Saturday, Sunday or legal holiday, that payment is required to be made or act is required to be performed on the next business day.

11.18 [INTENTIONALLY OMITTED]

11.19 Jury Trial Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

12 Term and Termination

12.1 Term of Agreement. This Agreement is effective on the Effective Date and will continue for a term of five (5) years unless terminated earlier under this Agreement.

12.2 Termination of Project by Applicant or Mutual Agreement. Applicant may terminate the Project with prior written notice to Utility. If Applicant terminates the Project, this Agreement will terminate thirty (30) days after Utility receives that termination notice. If the Parties mutually agree to terminate the Project, Utility will document that in a writing sent by Utility to Applicant; and, this Agreement will terminate thirty (30) days thereafter.

12.3 Termination of Project by Utility. Utility may terminate the Project in accordance with Rule 9, Section A.27.c. If Utility terminates the Project under Rule 9, Section A.27.c(2) or Rule 9, Section A.27(c)(3), this Agreement will terminate thirty (30) days after Utility provides Applicant with written confirmation that Utility met and conferred with Applicant, or made Commercially Reasonable Efforts to do so.

12.4 Surviving Obligations. Any default or termination of this Agreement or excuse of performance for a Force Majeure Event or otherwise does not release Applicant from any liability or obligation to Utility for:

(A) Obligations under Section 4.3;

(B) Obligations under Section 4.4

(C) Obligations under Section 4.7;

(D) Obligations under Section 5;

(E) Obligations under Section 6;

(F) Obligations under Section 8;

(G) Obligations that arise under Section 11.1; and

(H) Paying the Total Costs associated with this Agreement incurred before default or termination or excuse of performance and paying Total Costs that result from default, termination and excuse of performance.

The provisions of Section 4.5, Section 4.6, Section 11.2, Section 11.5, Section 11.6, Section 11.19 and Section 13 continue to apply to this Section.

13. Notices

13.1 Method of Delivery; Contacts. Each notice, consent, request, or other communication required or permitted under the Agreement must be in writing, delivered personally, sent by electronic mail or sent by certified mail (postage prepaid, return receipt requested) or

by a recognized international courier, and addressed to the Party's Project Coordinator as follows:

Utility:
NV Energy
Luis C Montoya Jr
Physical Address: 7155 LINDELL ROAD LAS VEGAS, NV 89118
Mailing Address: PO BOX 98910, MAIL CODE SB54RN, LAS VEGAS, NV 89151
Telephone No.: +1 (702) 402-3134
Email Address: Luis.Montoya@nvenergy.com

Applicant:
SOUTHERN NEVADA WATER AUTHORITY
Anita Marquez
Physical Address: 100 N CITY PKWY STE 700, LAS VEGAS, NV, 89106, 4615
Mailing Address: 100 N CITY PKWY STE 700, LAS VEGAS, NV, 89106, 4615
Telephone No.:(702) 333-5513
Email Address: anita.marquez@snwa.com

13.2 Additional Notice to Utility. For any notice given by Applicant to Utility under Section 7, Section 8.6, Section 9, Section 12.2, Rule 9, Section A.28, Rule 9, Section A.32.b, Rule 9, Section A.32.d, to review certain CIAC True-up Support or to review certain Total Cost True-up Support, Applicant must also send a copy to:

NV Energy
Attn.: Rule 9 Contract Administration
7155 Lindell Rd M/S B90SD
Las Vegas, NV 89118
Email Address: Rule9department@nvenergy.com

13.3 Notice to Utility's Legal Department. For any notice given by Applicant to Utility under Section 7, Section 8.6, Section 9, Section 12.2 or Rule 9, Section A.28, Applicant must also send a copy to Utility's Legal Department. Notwithstanding Section 13.1, this notice is not effective if provided through electronic mail and may only be delivered to the following address:

NV Energy
Attn: Legal Department
6226 West Sahara Avenue, M/S 3A
Las Vegas, Nevada 89146

13.4 Receipt of Notice; Change of Information. Each notice, consent, request, or other communication required or permitted under this Agreement is deemed to have been received by the Party to whom it was addressed (A) when delivered if delivered personally; (B) on the third business day after the date of mailing if mailed by certified mail; (C) on the date the Party sends the electronic mail provided that Party does not receive a failed delivery notification; or (D) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Each Party may change its Project Coordinator or contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

13.5 Notice to Applicant's Legal Department. For any notice given by Utility to Applicant as required by this Agreement, including Rule 9 and any other applicable Rules, Utility must also send a copy to Applicant's Legal Department at:

With Copy to: Southern Nevada Water Authority
Attention: General Counsel
1001 S. Valley View Blvd.
Las Vegas, NV 89153
generalcounsel@lvvwd.com

14. Definitions

14.1 Terms Defined in Rule 1. As used in this Agreement, the following capitalized terms have the meanings ascribed to them in Rule 1: Commission; Contribution in Aid of Construction ("**CIAC**"); Customer; Maximum Demand; Line Extension; Service; Standards.

14.2 Terms Defined in Rule 9. As used in this Agreement, the following capitalized terms have the meanings ascribed to them in Rule 9: Advance; Advance Subject to Potential Refund; Affiliate; Allowance True-up; Alteration of Existing Facilities; Commercially Reasonable Efforts; Construction Complete; Contingent Facilities; Estimated Total Costs; Maximum Allowance; Person; Project; Property Rights; Proportionate Share Allocation; Refund; Tax Gross-up; Total Costs; Total Cost True-up; Total Cost True-up Support; Up-front Allowance.

14.3 Additional Definitions. In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the capitalized terms below will have the following definitions:

(A) Acceptance: Utility's written acknowledgement that a particular component of applicable drawings or work is, to the best of its knowledge, compliant with applicable Utility Standards.

(B) Betterment: Any deviation or upgrade to the Project made primarily for the benefit of and at a Party's voluntary election that involves:

(1) Facilities in excess of the Minimum Requirements necessary to meet the Applicant's requirements for Service or Utility's requirements for an Alteration of Existing Facilities; or

(2) An alternate route for the facilities as set forth in Rule 9, Section A.5

(C) Development: Applicant's project for which Applicant has requested that Utility prepare the Design for new Service and/or an Alteration of Existing Facilities.

(D) Effective Date: The date this Agreement is last signed below.

(E) Electric System: Utility's underground and/or above-ground communication facilities and electric line systems for the distribution and transmission of electricity

(F) Force Majeure Event: An event or condition that is beyond the affected Party's control, occurs without the fault or negligence of the affected Party and renders Project performance impossible or impractical. Force Majeure may include, but is not limited to, government agency orders, war, riots, acts of terrorism, civil insurrection, fires, floods, earthquakes, epidemics, weather, strikes, lock-outs, work stoppages and other labor difficulties.

(G) Law: Any federal, state, or local code, ordinance, rule, statute, enactment, regulation, or order. Any specific reference to a Law in this Agreement refers to the Law as amended from time to time unless otherwise specified.

(H) Permit: Any applicable approval, permit, consent, waiver, exemption, variance, franchise, order, authorization, right, action, or license required from any federal, state, or local governmental authority, agency, court or other governmental body having jurisdiction over the matter in question which is necessary for the Parties to perform their obligations under this Agreement and under the applicable Laws. Any specific reference to a Permit in this Agreement refers to the Permit as amended from time to time unless otherwise specified.

(I) Project Coordinator: The individual with authority to act on behalf of Utility or Applicant for purposes of the Agreement, as identified in Section 13.1.

(J) Project ID or PID: The identification number Utility assigns to a Project.

(K) Property: The premise(s) owned or controlled by Applicant commonly known as POWER LINE RD AND UPRR and further described as being within Assessor's Parcel Number(s) (APN(s)) 1033201004;12205010101 .

(L) Rule 1: Utility's Electric Service Rule No. 1, Definitions. Rule 1 is part of the Tariff Schedules.

(M) Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules.

(N) Tariff Schedules: The entire body of effective rates, charges, and rules, collectively, of Utility as set forth in its rate schedules and rules for electric Customers, as those rates, charges, and rules are amended from time to time.

Exhibit A
Design

[Attached]

NVEnergy REQUIRES
24 HOUR
ACCESS TO EQUIPMENT

METER LOCATION & ACCESS REQUIREMENTS

APPLICANT IS RESPONSIBLE TO ADHERE TO ALL REQUIREMENTS LISTED IN NVE STANDARDS RPI-15 & RPI-G

THESE STANDARDS SPECIFY THE REQUIREMENTS FOR THE LOCATION OF ALL NVENERGY (NVE) METERS AND SERVICE EQUIPMENT ASSOCIATED WITH THE EXCEPTION OF SINGLE-FAMILY AND MULTI-FAMILY RESIDENTIAL METERS THAT ARE REQUESTING SINGLE PHASE POWER. REQUIREMENTS IN THESE STANDARDS FACILITATE ACCESS TO SERVICE EQUIPMENT BY NVE PERSONNEL FOR PERFORMING OPERATIONS AND MAINTENANCE FUNCTIONS, AS WELL AS FOR FIRE AND POLICE AGENCIES IN EMERGENCY SITUATIONS.

NVE RPI-15 NVE RPI-G

CREW NOTE:

UNLESS OTHERWISE NOTED IN DESIGN:

- ALL 1/0 CABLES ENTERING RS-82/RS-85 BOXES TO BE TERMINATED AND PLACED ON THEIR RESPECTIVE PHASE MODULE OR STANDOFF AS DIRECTED BY SYSTEM OPERATIONS.
- ALL 1/0 CABLES ENTERING RS-80 BOXES TO BE SPLICED TO THE MATING PHASE/CIRCUIT.

1/0 SPLICES AND MODULES ARE NEVER TO BE INSTALLED IN THE SAME BOX.

CONDUIT SEALING REQUIREMENT:

CONDUIT SEALING PER NESC AND OR NEC LATEST VERSION.
ALL ELECTRIC CONDUITS ENTERING BUILDING THROUGH OR PENETRATING CONCRETE SLAB SHALL BE SEALED AT BOTH ENDS WITH EXPANDING PLUG(S) AFTER CONDUIT IS MANDRILLED. NVE WILL INSTALL A PERMANENT SEAL, AFTER CONDUCTORS ARE INSTALLED.

CNLV UTILITIES NOTE:

NVE to maintain minimum Horizontal distance Per Section 2.04.02 of the Uniform Design And Construction Standards for Potable Water Systems (UDACS) and minimum Vertical distance Per Section 2.04.06 of the Uniform Design And Construction Standards for Potable Water Systems (UDACS) to all Water Main/Lateral(s).

NVE to maintain minimum Horizontal and Vertical distance to all Sanitary Sewer Main/Lateral(s).
Per Section 2.3.12 of the Design and Construction for Wastewater Collection Systems (DCSWCS).

CONSTRUCTION / INSPECTION REQUIREMENTS

WORK MUST CONFORM TO NVE ELECTRIC SERVICE STANDARDS, AVAILABLE AT:
www.nvenergy.com/business/building-and-new-construction/electric-service-standards-south

NVE INSPECTOR MUST BE PRESENT TO INSPECT TRENCHING (SCHEDULE AT LEAST 72 HOURS IN ADVANCE) AT EACH OF THE FOLLOWING STAGES:
1. BOTTOM SAND AND CONDUIT INSTALLED
2. TOP SAND INSTALLED
3. BACKFILL INSTALLED

CONDUIT MUST BE MANDRILLED PRIOR TO RELEASE (COORDINATE WITH INSPECTOR).

NVE STAND BY CREW IS REQUIRED WHEN WORKING AT AN ENERGIZED VAULT OR TRANSFORMER, CALL STAND BY NUMBER (SEE TITLE BLOCK) TO SCHEDULE.

NVE ELECTRICAL INSTALLATION WILL NOT BE SCHEDULED UNTIL AFTER THE NVE INSPECTOR HAS COMPLETED THE OFFICIAL RELEASE.

METER(S) WILL NOT BE SET UNTIL ALL OF THE FOLLOWING ARE COMPLETE:
- INSTRUMENT-RATED ONLY METERING EQUIPMENT HAS BEEN SUBMITTED TO NVE METERING ENGINEER AND APPROVED. (submittals_southern@nvenergy.com)
- APPLICATION FOR METER SET HAS BEEN SUBMITTED TO NVE'S NEW DEVELOPMENT CENTER. FORM AVAILABLE AT:
  www.nvenergy.com/brochures_arch/new_construction/meter_set.pdf
- THE LOCAL BUILDING AUTHORITY HAS INSPECTED AND APPROVED THE METERING EQUIPMENT.
- METERING EQUIPMENT IS ACCESSIBLE AND CLEARLY IDENTIFIED WITH PERMANENT MARKINGS. ADDRESSES, SUITE NUMBERS, AND STREET SIGNS ARE POSTED IN PERMANENT LOCATIONS (SEE RPI-G).

TRACK PROJECT STATUS ONLINE WITH NVE'S DEVELOPER DASHBOARD:
www.nvenergy.com/business/building-and-new-construction/developer-dashboard-south

RTC NOTES:

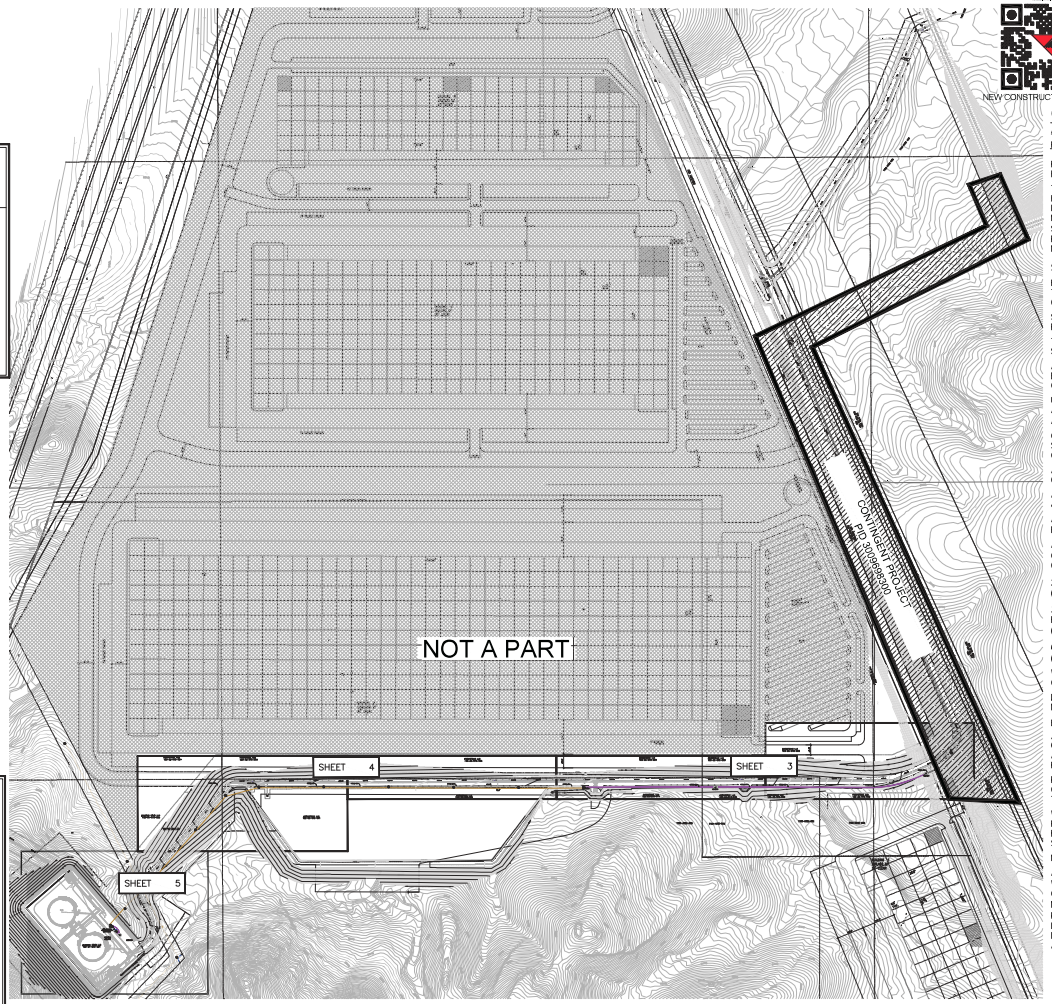
BACKFILL AND RIGHT OF WAY RESTORATION SHALL CONFORM TO CLARK COUNTY UNIFORM STANDARD DRAWINGS

1	500.1	0 TO 5 YEARS PAVEMENT RESTORATION LONGITUDINAL CUT
2	500.2	0 TO 5 YEARS PAVEMENT RESTORATION TRANSVERSE CUT
3	500.3	OVER 5 YEARS PAVEMENT RESTORATION LONGITUDINAL CUT. GREATER THAN 60' R.O.W
4	500.4	OVER 5 YRS PAVEMENT RESTORATION LONGITUDINAL CUT. 60' R.O.W OR LESS
5	500.5	OVER 5 YRS PAVEMENT RESTORATION TRANSVERSE ALL R.O.W WIDTHS
6	501	TYPICAL UNDERGROUND UTILITY LOCATIONS IN RESIDENTIAL STREETS 60' OR LESS R.O.W.
7	501.1	TYPICAL UTILITY UNDERGROUND LOCATIONS IN STREETS WITH GREATER THAN 60' R.O.W.
8	503	METHOD B FOR RIGID AND FLEXIBLE PIPE TRENCH BACKFILL – PAVED AREAS
9	503.1	METHOD A FOR FLEXIBLE PIPE TRENCH BACKFILL – PAVED AREAS
10		BACKFILL IN UNPAVED AREA AS REQUIRED BY LOCAL CODE OR AS APPROVED BY AGENCY.
12	234	SIDEWALK
13	224	COMMERCIAL AND INDUSTRIAL DRIVEWAY (OPTION A)
14	216	"L" TYPE CURB AND GUTTER
15	228	CROSS GUTTER
16	235	ADA SIDEWALK RAMP
17	506	UTILITY POTHOLE REPAIR

NV ENERGY SCHEDULING NOTE: DAY (NO LANE BLOCKS)

THIS PROJECT WAS ESTIMATED WITH THE ASSUMPTION THAT ALL THE WORK BEING PERFORMED ON THIS PROJECT BY NV ENERGY CREWS CAN BE DONE DURING THE DAYTIME WITH NO TRAFFIC CONTROL REQUIRED.

GOVERNMENT APPROVAL OF THESE DRAWINGS DOES NOT INDICATE APPROVAL OF TRAFFIC CONTROL. PLEASE REFER TO THE BARRICADE PLAN FOR APPROVED TRAFFIC CONTROL REQUIREMENTS.



NEW CONSTRUCTION PORTAL | NVE STANDARDS

N

T,R,S: 18-63-31
APN: 10331010001
10332010009

GENERAL NOTES:

ANY NOTES LOCATED IN DRAWING AREA TAKE PRECEDENCE OVER STANDARD NOTES.

REFER TO A CURRENT NVEnergy ELECTRIC SERVICE REQUIREMENTS HANDBOOK FOR FURTHER CLARIFICATION OF NVEnergy STANDARDS.

THE APPLICANT SHALL INFORM THE INSPECTOR AT LEAST 48 HOURS BEFORE COMMENCING ANY ITEM OF CONSTRUCTION OR INSTALLATION OF MATERIAL TO ENABLE PROPER INSPECTION OF MATERIALS AND WORKMANSHIP. MAIN TRENCH WIRE PULLS TO BE SCHEDULED 72 HOURS IN ADVANCE OF INSTALLATION. APPLICANT'S PROJECT WILL NOT BE SCHEDULED UNTIL FINAL APPROVAL FROM NVEnergy UNDERGROUND & ELECTRICAL INSPECTORS.

ALL WORK SHALL BE ACCOMPLISHED IN STRICT ACCORDANCE WITH THE SPECIFICATIONS SET FORTH IN THE ELECTRIC SERVICE REQUIREMENTS HANDBOOK, AS CURRENTLY ADOPTED BY NVEnergy. THE CONTRACTOR SHALL SECURE COPIES OF THE AFOREMENTIONED CONSTRUCTION SPECIFICATIONS ON HIS OR HER OWN BEHALF.

SYMBOLS ARE NOT TO SCALE AND DO NOT NECESSARILY REPRESENT ACTUAL LOCATIONS OF FACILITIES.

THIS DRAWING ILLUSTRATES DATA COLLECTED FROM VARIOUS SOURCES AND MAY NOT REPRESENT A SURVEY OF THE PREMISES.

APPLICANT SHALL FIELD DETERMINE POSITION AND DEPTH OF EXISTING UTILITY EQUIPMENT PRIOR TO COMMENCING CONSTRUCTION.

USE CAUTION PRIOR TO EXCAVATION. CHECK TO ENSURE ADDITIONAL DEPTH IS NOT REQUIRED TO ACCOMMODATE GAS AND/OR WATER FACILITIES AND DRAINAGE CHANNELS.

CALL NVEnergy UNDERGROUND INSPECTORS 48 HOURS PRIOR TO START OF CONSTRUCTION FOR TRENCH INSPECTION BEFORE COVERING TRENCH.

ALL NVEnergy CABLE TO BE INSTALLED BEHIND CURB, UNLESS OTHERWISE STATED.

APPLICANT IS RESPONSIBLE FOR STAKING OF PROPERTY CORNERS & ELEVATIONS.

ALL HANDHOLES AND PULLBOXES SHALL BE INSTALLED TO FINISHED GRADE OR 6" ABOVE IF GRADE IS NOT ESTABLISHED.

ANY SUBSTRUCTURE VAULT INSTALLED IN GRAVEL, GRASS, OR BARE GROUND WILL REQUIRE A CONCRETED 8" WIDE AND 6" DEEP COLLAR AROUND BOX IN ACCORDANCE TO RS-G6.

2" PLASTIC CONDUIT BENDS (90°, 45°) WITH 36" MIN. RADIUS. (USE FIBERGLASS IF CONDUIT LENGTH IS OVER 500')

3" & 4" PLASTIC CONDUIT BENDS (90°, 45°) WITH 36" MIN. RADIUS.
(USE RGS IF CONDUIT LENGTH IS OVER 100')

6" PLASTIC CONDUIT BENDS (90°, 45°) WITH 48" MIN. RADIUS.
(USE RGS IF CONDUIT LENGTH IS OVER 100')

WHEN INSTALLING CONDUIT IN FIELD, USE APPROPRIATE BENDS TO COMPLETE THE INSTALLATION.

DEFLECTION OF CONDUIT BENDS AND CONDUIT NOT TO EXCEED NVEnergy STANDARDS.

EXISTING STUB-OUT/CONDUIT INSTALLED BY PREVIOUS CONTRACTOR / DEVELOPER. NVEnergy DOES NOT GUARANTEE LOCATION, LENGTH, OR ACCESSIBILITY OF EXISTING STUB-OUT/CONDUIT. IF UTILIZING ANY PORTION OF EXISTING CONDUIT, IT MUST BE MANDRELED PRIOR TO FINAL RELEASE.

PREVIOUSLY MANDRELED CONDUIT WHICH HAS BEEN IN THE GROUND FOR OVER 6 MONTHS MUST BE RE-MANDRILLED PRIOR TO FINAL RELEASE.

WHEN NVEnergy FACILITIES ARE TO BE REMOVED, NVEnergy WILL REMOVE ALL WIRES AND EQUIPMENT. NVEnergy IS NOT RESPONSIBLE FOR THE REMOVAL OF CONDUIT RUNS OR SUBSTRUCTURES FROM THE PROPERTY.

NO COVERED PARKING IN FRONT OF EQUIPMENT.

ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE "UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION OFF-SITE IMPROVEMENTS, CLARK COUNTY AREA NEVADA", LATEST ISSUE; THE "UNIFORM STANDARD DRAWINGS FOR PUBLIC WORKS CONSTRUCTION, CLARK COUNTY AREA NEVADA", LATEST ISSUE; AND OTHER APPLICABLE APPROVED STANDARDS ISSUED BY THE CONTROLLING AGENCY; ALL LOCAL CITY CODES AND ORDINANCES APPLICABLE.

CIVIL LINETYPE LEGEND

CENTERLINE
PROPERTY LINE/ROW
CURB
EDGE OF PAVEMENT
EDGE OF SIDEWALK
SEWER LINE
WATER LINE
COHW WATER LINE
LVWD WATER LINE
SNWA WATER LINE
GAS LINE
TELEPHONE LINE
CABLE TV LINE
CABLE TV LINE
STORM DRAIN LINE
FIRE HYDRANT — SERVICE INDICATOR
SIGNAL LIGHT — STREET LIGHT

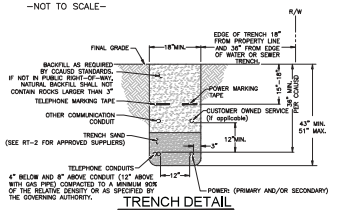
CONSTRUCTION OF THIS JOB IS CONTINGENT UPON THE COMPLETION OF WR#3009698300

OVERALL PROJECT

–NOT TO SCALE–

DESIGN ADJUSTMENTS

ADJ#	DESCRIPTION	DATE
1	ADDED PAGE 6 AND 7 FOR STEEL POLE INFO PER NVE REQ ENG REQUEST.	8/20/2026



TRENCH DETAIL
NVE U.G. STD. RT-12 (REV. 06/2019)
(RESIDENTIAL AND COMMERCIAL)

NVE WILL NOT VERIFY THE EXISTING CONDUIT. CUSTOMER TO ENSURE ITS INTEGRITY AND REPAIR IF NECESSARY.

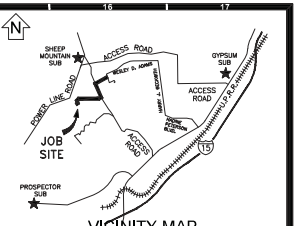
North Las Vegas City Engineer by:

Note: City of North Las Vegas' approval of this plan is limited to the portion of the design plan located within the City of North Las Vegas right of way and expressly excludes any work or design depicted within any other jurisdiction or private property. It is your exclusive responsibility to obtain permits from any other jurisdiction as well as easements to utilize any and all private property.

9/11/2025
City of North Las Vegas City Engineer Designee — DATE

CITY OF NORTH LAS VEGAS
PERMIT REQUIRED

CITY OF NORTH LAS VEGAS CONSTRUCTION SERVICES
INSPECTIONS@CITYOFNORTHLASVEGAS.COM
MUST BE NOTIFIED 72 HOURS PRIOR TO COMMENCING CONSTRUCTION



VICINITY MAP
(NOT TO SCALE)

EVERY EFFORT HAS BEEN MADE TO IDENTIFY ALL NVE FACILITIES. THE CUSTOMER SHALL CONFIRM THE EXISTENCE AND LOCATION OF THESE FACILITIES.

AVOID HITTING OVERHEAD POWER LINES. IT'S COSTLY.
CALL BEFORE YOU DO OVERHEAD
CALL 1-702-402-2929

Call before you Dig
Avoid cutting underground utility lines. It's costly.
CALL 811
REGIONAL 'CALL BEFORE YOU DIG' NUMBER: 1-800-642-2444

REVISIONS

NO.	DESCRIPTION	DATE

NON-STANDARD OVERHEAD

PROJECT PURPOSE:

SERVE WATER RESERVOIR
800AMP 277/480V PANEL

PROJECT CONTINGENT ON PID 3009698300

EXHIBIT 'A'

NVEnergy INFORMATION:
PROJECT COORDINATOR: LUIS MONTOYA
PROJECT COORDINATOR PHONE: 702-217-8222 D.F. BM
PROJECT DESIGNER: LUIS MONTOYA
CONSTRUCTION COORDINATOR:
LVNORTHCC@NVENERGY.COM – 702-402-4898
DCA: N/A
INSPECTOR: 702-402-3008 OR UGI@NVENERGY.COM
STAND BY: (702) 402-4222
DISTRICT: LAS VEGAS NORTH DISTRICT

JPA INFORMATION:
JPA ADMIN PHONE: (702)402-3358 JPA#:

CONTACT INFORMATION:
CONTACT NAME: ANITA MARQUEZ
CONTACT PHONE: 702-333-5513
CONTACT EMAIL: ANITA.MARQUEZ@SNWA.COM

GOVERNMENT INFORMATION:
AGENCY(S): NLV
APPROVAL DATE(S): 9/11/2025

FOR EACH SERVICE POINT (POINT OF DELIVERY), ENERGY FOR EACH TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. ENERGY FOR ALL NON-TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. CONTACT NVE METER OPERATIONS FOR MULTIPLE RATE CLASS INSTALLATIONS.

NVEnergy.

SNWA-3257-GARNET VALLEY
WATER SYSTEM 2920
RESERVOIR-II

W ADAMS & H BECKWITH

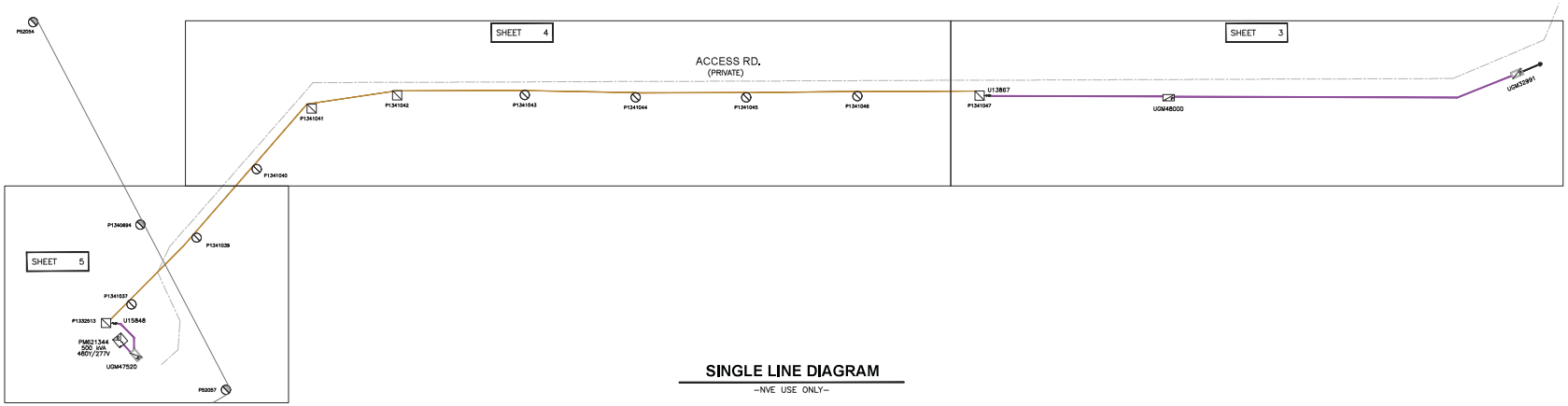
WO # 11855538	# 3012735472
SHEET # 1 OF 7	SCALE: 1"=30'

Sharing of this drawing and the information contained herein shall be only to individuals/parties who have entered into an agreement with Applicant for the completion of work associated with this specific project. Use for purposes other than this specific project requires the written consent of NV Energy.

lm21910 8/20/2026 11:18 AM 1 ADJ(S) 0 REVISION(S)

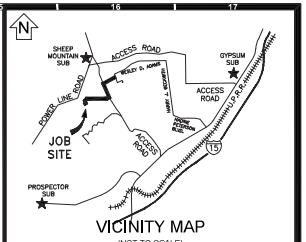
T,R,S: 18-63-31

APN: 10331010001
10332010009



SINGLE LINE DIAGRAM

–NVE USE ONLY–



VICINITY MAP

(NOT TO SCALE)

EVERY EFFORT HAS BEEN MADE TO IDENTIFY ALL NVE FACILITIES. THE CUSTOMER SHALL CONFIRM THE EXISTENCE AND LOCATION OF THESE FACILITIES.

AVOID HITTING OVERHEAD POWER LINES. IT'S COSTLY.



CALL 1-702-402-2929

Call before you Dig. Avoid cutting underground utility lines. It's costly.

CALL 811

REGIONAL 'CALL BEFORE YOU DIG' NUMBER: 1-800-642-2444

REVISIONS

NO.	DESCRIPTION	DATE

NON-STANDARD OVERHEAD

PROJECT PURPOSE:
SERVE WATER RESERVOIR
800AMP 277/480V PANEL

PROJECT CONTINGENT ON PID 3009698300

EXHIBIT 'A'

NVEnergy INFORMATION:

PROJECT COORDINATOR: LUIS MONTOYA
PROJECT COORDINATOR PHONE: 702-217-8222 D.F. BM
PROJECT DESIGNER: LUIS MONTOYA
CONSTRUCTION COORDINATOR:
LVNORTHCC@NVENERGY.COM – 702-402-4898
DCA: N/A
INSPECTOR: 702-402-3008 OR UGI@NVENERGY.COM
STAND BY: (702) 402-4222
DISTRICT: LAS VEGAS NORTH DISTRICT

JPA INFORMATION:

JPA ADMIN PHONE: (702)402-3358 JPA#:

CONTACT INFORMATION

CONTACT NAME: ANITA MARQUEZ
CONTACT PHONE: 702-333-5513
CONTACT EMAIL: ANITA.MARQUEZ@SNWA.COM

GOVERNMENT INFORMATION:

AGENCY(S): NLV
APPROVAL DATE(S): 9/11/2025

FOR EACH SERVICE POINT (POINT OF DELIVERY), ENERGY FOR EACH TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. ENERGY FOR ALL NON-TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. CONTACT NVE METER OPERATIONS FOR MULTIPLE RATE CLASS INSTALLATIONS.

NVEnergy.

SNWA-3257-GARNET VALLEY
WATER SYSTEM 2920
RESERVOIR-II

W ADAMS & H BECKWITH

WO # 11855538	# 3012735472
SHEET # 2 OF 7	SCALE: 1"=30'

DESIGN ADJUSTMENTS

ADJ#	DESCRIPTION	DATE
1	ADDED PAGE 6 AND 7 FOR STEEL POLE INFO PER NVE REG ENG REQUEST.	8/20/2026

North Las Vegas City Engineer by:

Note: City of North Las Vegas' approval of this plan is limited to the portion of the design plan located within the City of North Las Vegas right of way and expressly excludes any work or design depicted within any other jurisdiction or private property. It is your exclusive responsibility to obtain permits from any other jurisdiction as well as easements to utilize any and all private property.

9/11/2025
City of North Las Vegas City Engineer Designee DATE

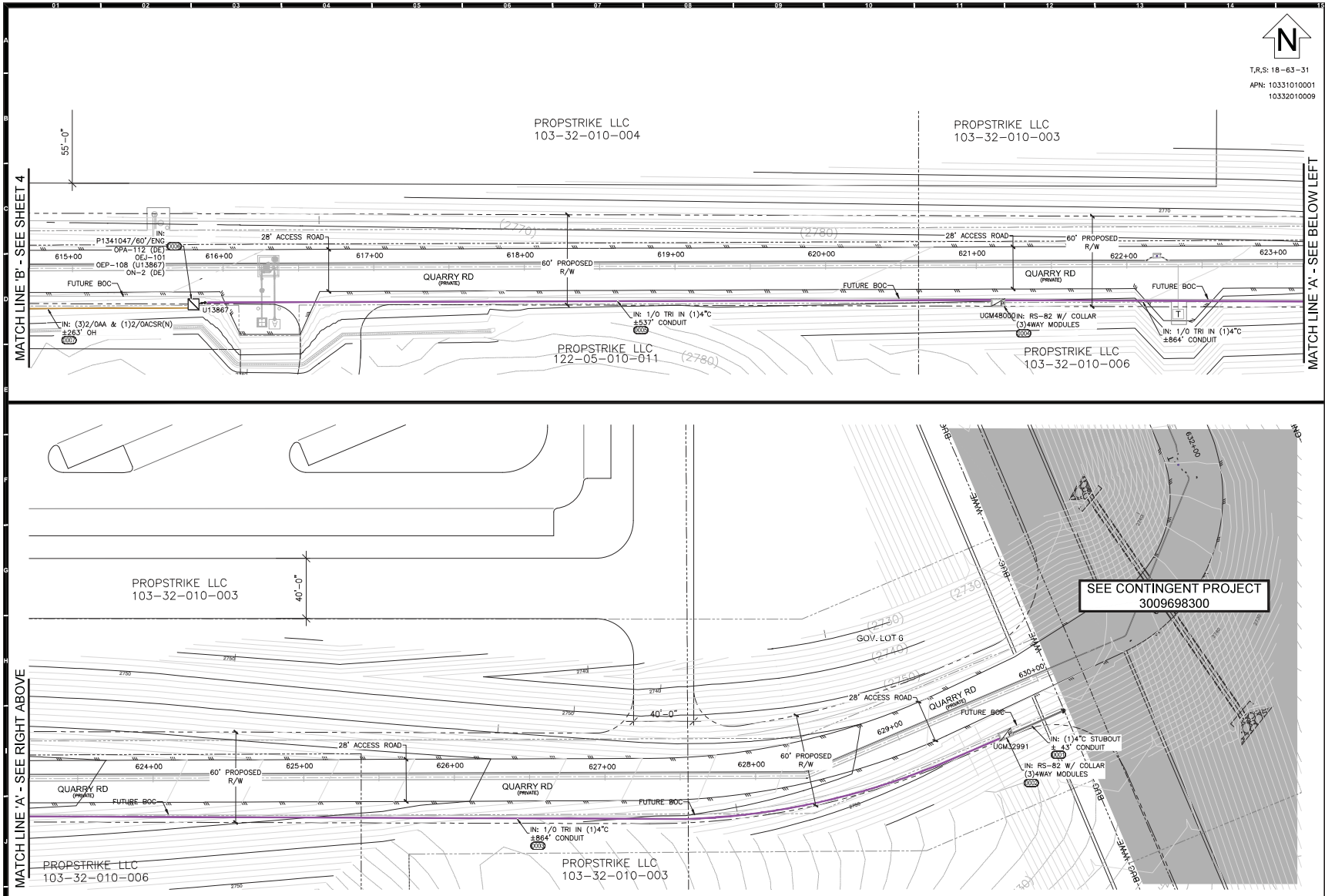
CITY OF NORTH LAS VEGAS
PERMIT REQUIRED

CITY OF NORTH LAS VEGAS CONSTRUCTION SERVICES

INSPECTIONS@CITYOFNORTHLASVEGAS.COM

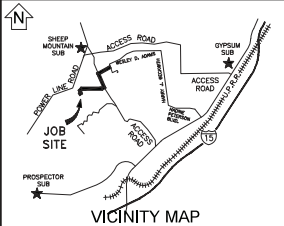
MUST BE NOTIFIED 72 HOURS PRIOR TO COMMENCING CONSTRUCTION

Sharing of this drawing and the information contained herein shall be only to individuals/parties who have entered into an agreement with Applicant for the completion of work associated with this specific project. Use for purposes other than this specific project requires the written consent of NV Energy.



T,R,S: 18-63-31

APN: 10331010001
10332010009



VICINITY MAP

(NOT TO SCALE)

EVERY EFFORT HAS BEEN MADE TO IDENTIFY ALL NVE FACILITIES. THE CUSTOMER SHALL CONFIRM THE EXISTENCE AND LOCATION OF THESE FACILITIES.

AVOID HITTING OVERHEAD POWER LINES. IT'S COSTLY.

CALL BEFORE YOU DIG OVERHEAD

CALL 1-702-402-2929

Call before you Dig
Avoid cutting underground utility lines. It's costly.

CALL 811

REGIONAL 'CALL BEFORE YOU DIG' NUMBER: 1-800-642-2444

REVISIONS

NO.	DESCRIPTION	DATE

NON-STANDARD OVERHEAD

PROJECT PURPOSE:

SERVE WATER RESERVOIR
800AMP 277/480V PANEL

PROJECT CONTINGENT ON PID 3009698300

EXHIBIT 'A'

NVEnergy INFORMATION:

PROJECT COORDINATOR: LUIS MONTOYA
PROJECT COORDINATOR PHONE: 702-217-8222 D.F. BM
PROJECT DESIGNER: LUIS MONTOYA
CONSTRUCTION COORDINATOR: LVNORTHCC@NVENERGY.COM - 702-402-4898
DCA: N/A
INSPECTOR: 702-402-3008 OR UGI@NVENERGY.COM
STAND BY: (702) 402-4222
DISTRICT: LAS VEGAS NORTH DISTRICT

JPA INFORMATION:

JPA ADMIN PHONE: (702)402-3358 JPA#:

CONTACT INFORMATION

CONTACT NAME: ANITA MARQUEZ
CONTACT PHONE: 702-333-5513
CONTACT EMAIL: ANITA.MARQUEZ@SNWA.COM

GOVERNMENT INFORMATION:

AGENCY(S): NLV

APPROVAL DATE(S): 9/11/2025

FOR EACH SERVICE POINT (POINT OF DELIVERY), ENERGY FOR EACH TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. ENERGY FOR ALL NON-TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. CONTACT NVE METER OPERATIONS FOR MULTIPLE RATE CLASS INSTALLATIONS.

NVEnergy

SNWA-3257-GARNET VALLEY
WATER SYSTEM 2920
RESERVOIR-II

W ADAMS & H BECKWITH

WO # 11855538	# 3012735472
SHEET # 3 OF 7	SCALE: 1"=30'

DESIGN ADJUSTMENTS

ADJ#	DESCRIPTION	DATE
1	ADDED PAGE 6 AND 7 FOR STEEL POLE INFO PER NVE REG ENG REQUEST.	8/20/2026

!!!! CAUTION !!!!

ENERGIZED CABLES...
CALL BEFORE YOU DIG

North Las Vegas City Engineer by:

Note: City of North Las Vegas' approval of this plan is limited to the portion of the design plan located within the City of North Las Vegas right of way and expressly excludes any work or design depicted within any other jurisdiction or private property. It is your exclusive responsibility to obtain permits from any other jurisdiction as well as easements to utilize any and all private property.

9/11/2025
City of North Las Vegas City Engineer Designee DATE

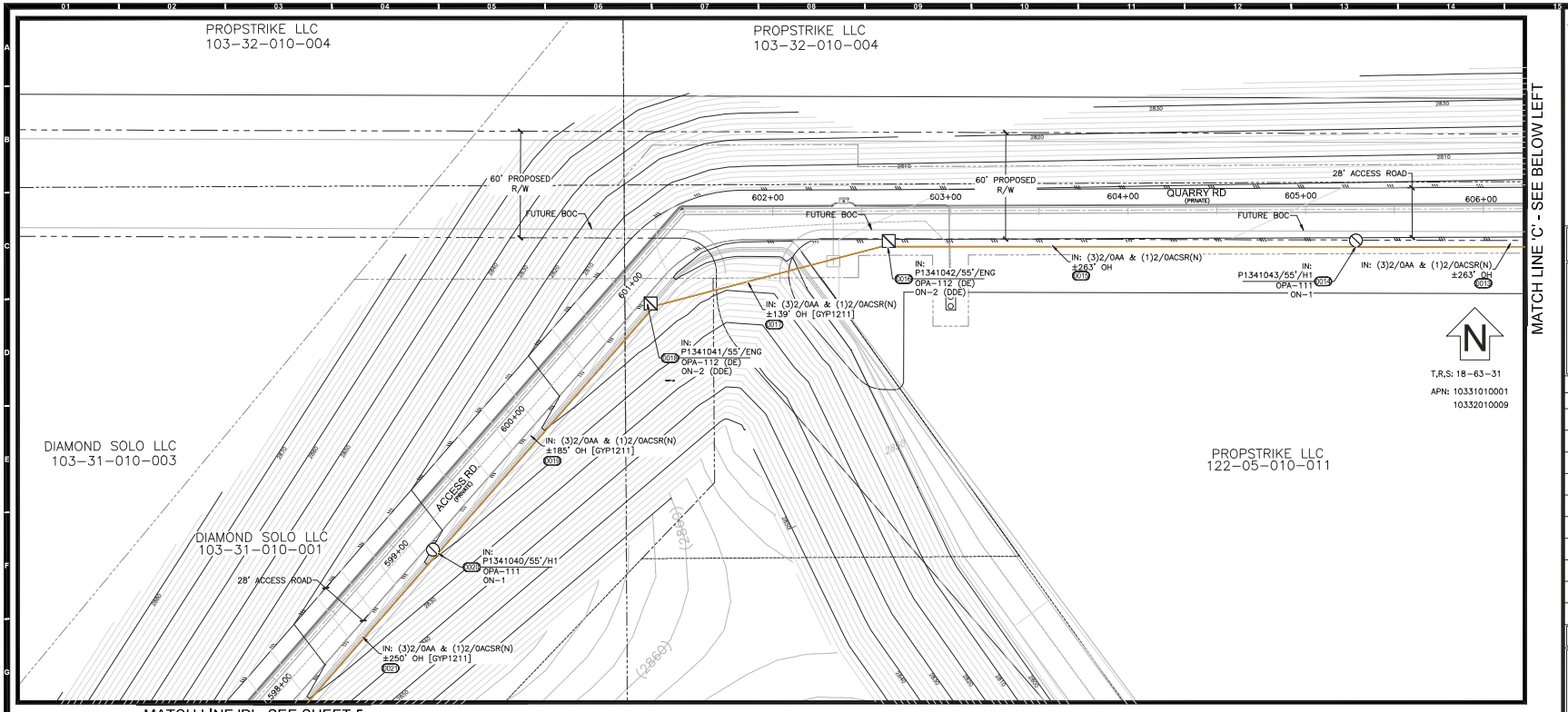
CITY OF NORTH LAS VEGAS
PERMIT REQUIRED

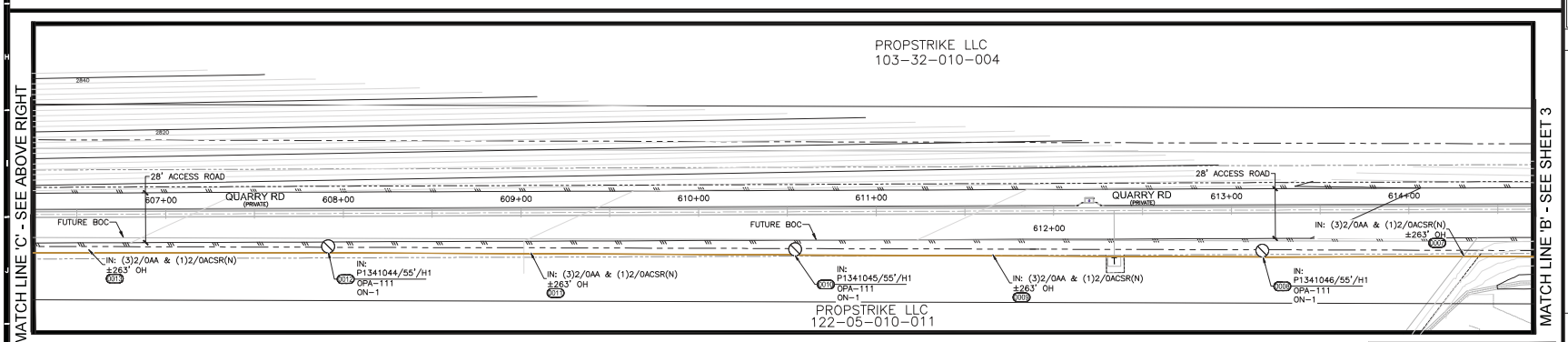
CITY OF NORTH LAS VEGAS CONSTRUCTION SERVICES

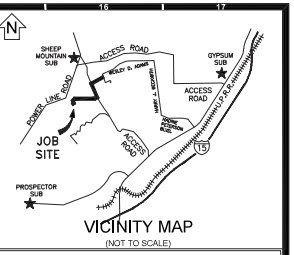
INSPECTIONS@CITYOFNORTHLASVEGAS.COM

MUST BE NOTIFIED 72 HOURS PRIOR TO COMMENCING CONSTRUCTION

Sharing of this drawing and the information contained herein shall be only to individuals/parties who have entered into an agreement with Applicant for the completion of work associated with this specific project. Use for purposes other than this specific project requires the written consent of NV Energy.







VICINITY MAP
(NOT TO SCALE)

EVERY EFFORT HAS BEEN MADE TO IDENTIFY ALL NVE FACILITIES. THE CUSTOMER SHALL CONFIRM THE EXISTENCE AND LOCATION OF THESE FACILITIES.

AVOID HITTING OVERHEAD POWER LINES. IT'S COSTLY.
CALL BEFORE YOU DO OVERHEAD
CALL 1-702-402-2929

Call before you Dig
Avoid cutting underground utility lines. It's costly.
CALL 811
REGIONAL 'CALL BEFORE YOU DIG' NUMBER: 1-800-642-2444

REVISIONS

NO.	DESCRIPTION	DATE

NON-STANDARD OVERHEAD

PROJECT PURPOSE:
SERVE WATER RESERVOIR
800AMP 277/480V PANEL

PROJECT CONTINGENT ON PID 3009698300

EXHIBIT 'A'

NVEnergy INFORMATION:

PROJECT COORDINATOR: LUIS MONTOYA
PROJECT COORDINATOR PHONE: 702-217-8222 D.F. BM
PROJECT DESIGNER: LUIS MONTOYA
CONSTRUCTION COORDINATOR: LVNORTHCC@NVENERGY.COM - 702-402-4898
DCA: N/A
INSPECTOR: 702-402-3008 OR UGI@NVENERGY.COM
STAND BY: (702) 402-4222
DISTRICT: LAS VEGAS NORTH DISTRICT

JPA INFORMATION:

JPA ADMIN PHONE: (702)402-3358 JPA#:

CONTACT INFORMATION

CONTACT NAME: ANITA MARQUEZ
CONTACT PHONE: 702-333-5513
CONTACT EMAIL: ANITA.MARQUEZ@SNWA.COM

GOVERNMENT INFORMATION:

AGENCY(S): NLV
APPROVAL DATE(S): 9/11/2025

FOR EACH SERVICE POINT (POINT OF DELIVERY), ENERGY FOR EACH TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. ENERGY FOR ALL NON-TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. CONTACT NVE METER OPERATIONS FOR MULTIPLE RATE CLASS INSTALLATIONS.

NVEnergy

SNWA-3257-GARNET VALLEY
WATER SYSTEM 2920
RESERVOIR-II

W ADAMS & H BECKWITH

WO # 11855538	# 3012735472
SHEET # 4 OF 7	SCALE: 1"=30'

DESIGN ADJUSTMENTS

ADJ#	DESCRIPTION	DATE
1	ADDED PAGE 6 AND 7 FOR STEEL POLE INFO PER NVE REG ENG REQUEST.	8/20/2026

!!!! CAUTION !!!!
ENERGIZED CABLES...
CALL BEFORE YOU DIG

North Las Vegas City Engineer by:

Note: City of North Las Vegas' approval of this plan is limited to the portion of the design plan located within the City of North Las Vegas right of way and expressly excludes any work or design depicted within any other jurisdiction or private property. It is your exclusive responsibility to obtain permits from any other jurisdiction as well as easements to utilize any and all private property.

9/11/2025
City of North Las Vegas City Engineer Designee DATE

CITY OF NORTH LAS VEGAS
PERMIT REQUIRED

CITY OF NORTH LAS VEGAS CONSTRUCTION SERVICES

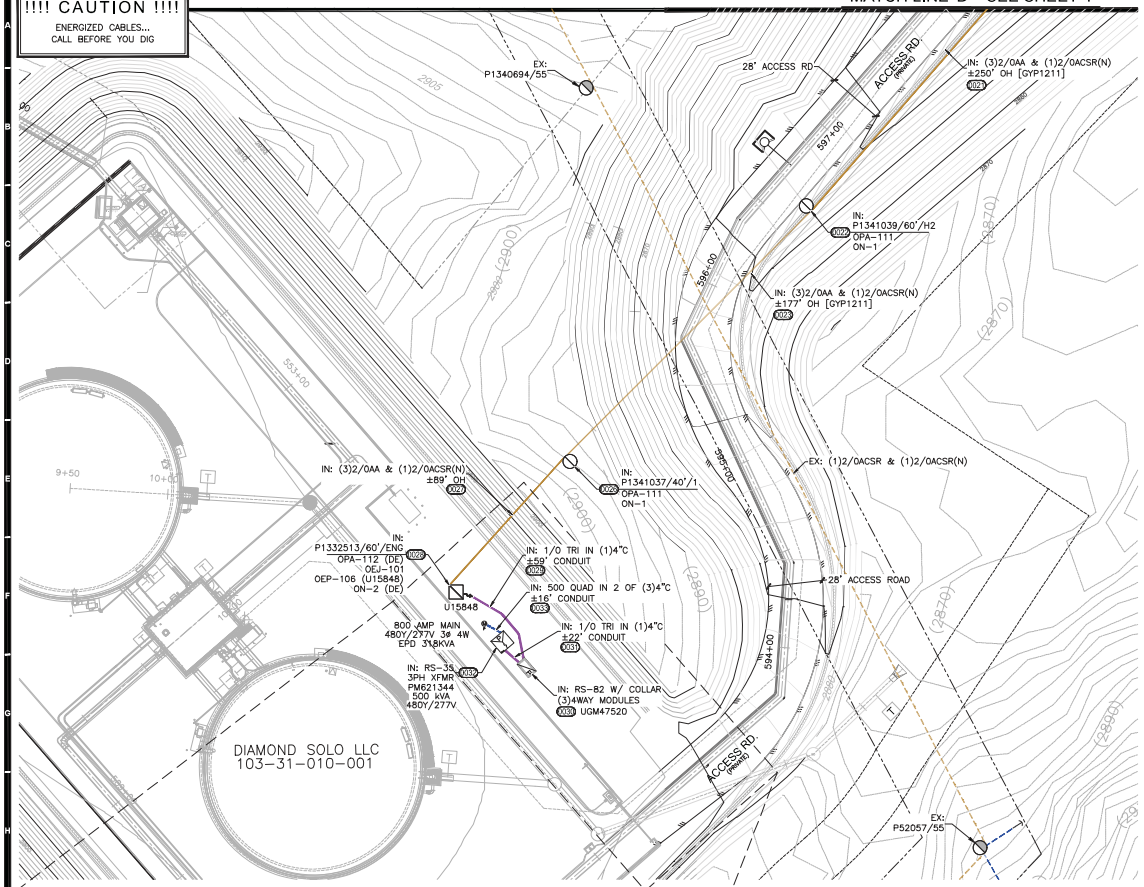
INSPECTIONS@CITYOFNORTHLASVEGAS.COM

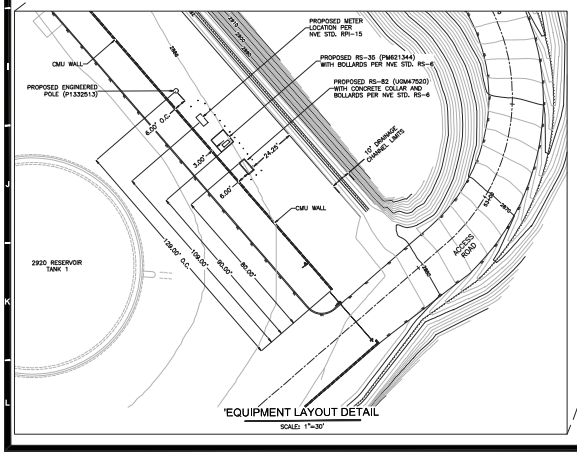
MUST BE NOTIFIED 72 HOURS PRIOR TO COMMENCING CONSTRUCTION

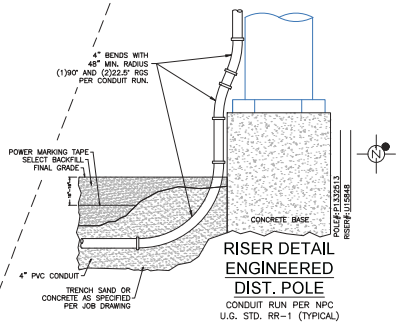
Sharing of this drawing and the information contained herein shall be only to individuals/parties who have entered into an agreement with Applicant for the completion of work associated with this specific project. Use for purposes other than this specific project requires the written consent of NV Energy.

!!!! CAUTION !!!!
ENERGIZED CABLES...
CALL BEFORE YOU DIG

MATCH LINE 'D' - SEE SHEET 4

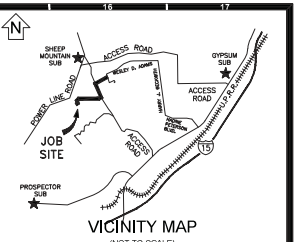






T,R,S: 18-63-31

APN: 10331010001
10332010009



EVERY EFFORT HAS BEEN MADE TO IDENTIFY ALL NVE FACILITIES. THE CUSTOMER SHALL CONFIRM THE EXISTENCE AND LOCATION OF THESE FACILITIES.

AVOID HITTING OVERHEAD POWER LINES. IT'S COSTLY.
CALL BEFORE YOU DO OVERHEAD
CALL 1-702-402-2929

Call before you Dig
Avoid cutting underground utility lines. It's costly.
CALL 811
REGIONAL 'CALL BEFORE YOU DIG' NUMBER: 1-800-642-2444

DESIGN ADJUSTMENTS

ADJ#	DESCRIPTION	DATE
1	ADDED PAGE 6 AND 7 FOR STEEL POLE INFO PER NVE REG ENG REQUEST.	8/20/2026

REVISIONS

NO.	DESCRIPTION	DATE

NON-STANDARD OVERHEAD

PROJECT PURPOSE:

SERVE WATER RESERVOIR
800AMP 277/480V PANEL

PROJECT CONTINGENT ON PID 3009698300

CREW NOTE:

UNLESS OTHERWISE NOTED IN DESIGN:

- ALL 1/0 CABLES ENTERING RS-82/RS-85 BOXES TO BE TERMINATED AND PLACED ON THEIR RESPECTIVE PHASE MODULE OR STANDOFF AS DIRECTED BY SYSTEM OPERATIONS.
- ALL 1/0 CABLES ENTERING RS-80 BOXES TO BE SPLICED TO THE MATING PHASE/CIRCUIT.

1/0 SPLICES AND MODULES ARE NEVER TO BE INSTALLED IN THE SAME BOX.

North Las Vegas City Engineer by:

Note: City of North Las Vegas' approval of this plan is limited to the portion of the design plan located within the City of North Las Vegas right of way and expressly excludes any work or design depicted within any other jurisdiction or private property. It is your exclusive responsibility to obtain permits from any other jurisdiction as well as easements to utilize any and all private property.

9/11/2025
City of North Las Vegas City Engineer Designee — DATE

CITY OF NORTH LAS VEGAS
PERMIT REQUIRED

CITY OF NORTH LAS VEGAS CONSTRUCTION SERVICES

INSPECTIONS@CITYOFNORTHLASVEGAS.COM

MUST BE NOTIFIED 72 HOURS PRIOR TO COMMENCING CONSTRUCTION

EXHIBIT 'A'

NVEnergy INFORMATION:

PROJECT COORDINATOR: LUIS MONTOYA
PROJECT COORDINATOR PHONE: 702-217-8222 D.F. BM
PROJECT DESIGNER: LUIS MONTOYA
CONSTRUCTION COORDINATOR: LVNORTHCC@NVENERGY.COM – 702-402-4898
DCA: N/A
INSPECTOR: 702-402-3008 OR UGI@NVENERGY.COM
STAND BY: (702) 402-4222
DISTRICT: LAS VEGAS NORTH DISTRICT

JPA INFORMATION:

JPA ADMIN PHONE: (702)402-3358 JPA#:

CONTACT INFORMATION

CONTACT NAME: ANITA MARQUEZ
CONTACT PHONE: 702-333-5513
CONTACT EMAIL: ANITA.MARQUEZ@SNWA.COM

GOVERNMENT INFORMATION:

AGENCY(S): NLV
APPROVAL DATE(S): 9/11/2025

FOR EACH SERVICE POINT (POINT OF DELIVERY), ENERGY FOR EACH TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. ENERGY FOR ALL NON-TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. CONTACT NVE METER OPERATIONS FOR MULTIPLE RATE CLASS INSTALLATIONS.

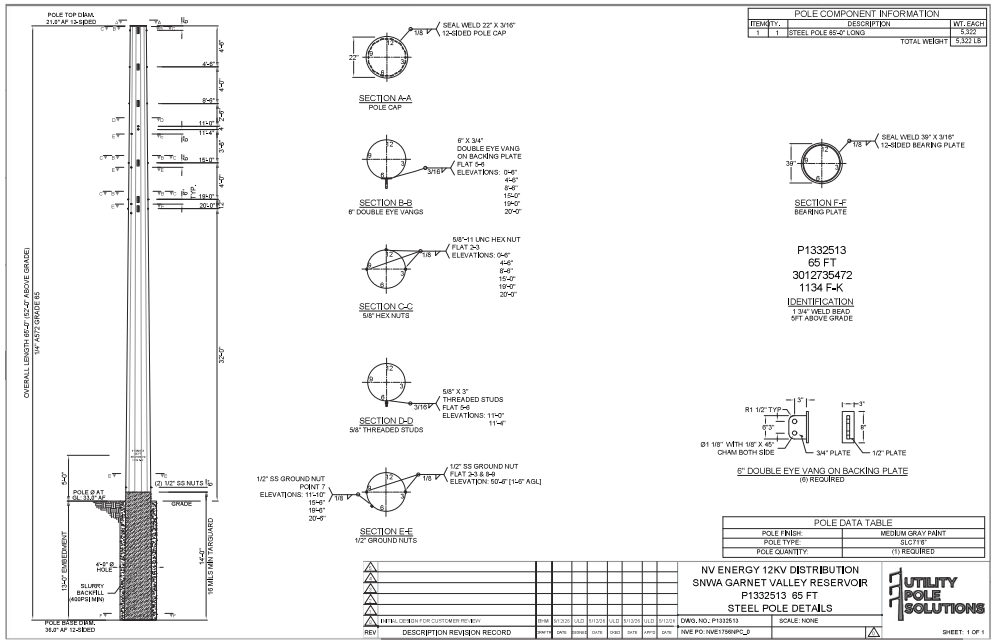
NVEnergy

SNWA-3257-GARNET VALLEY WATER SYSTEM 2920 RESERVOIR-II

W ADAMS & H BECKWITH

WO # 11855538	# 3012735472
SHEET # 5 OF 7	SCALE: 1"=30'

Sharing of this drawing and the information contained herein shall be only to individuals/parties who have entered into an agreement with Applicant for the completion of work associated with this specific project. Use for purposes other than this specific project requires the written consent of NV Energy.



POLE COMPONENT INFORMATION			
ITEM	QTY.	DESCRIPTION	WT. EACH
1	1	STEEL POLE 65'-0" LONG	5,322
		TOTAL WEIGHT	5,322 LB

P1332513
65 FT
3012735472
1134 F-K
IDENTIFICATION
1 3/4" WELD BEAD
5FT ABOVE GRADE

POLE DATA TABLE	
POLE FINISH:	MEDIUM GRAY PAINT
POLE TYPE:	SLC71F
POLE QUANTITY:	(1) REQUIRED

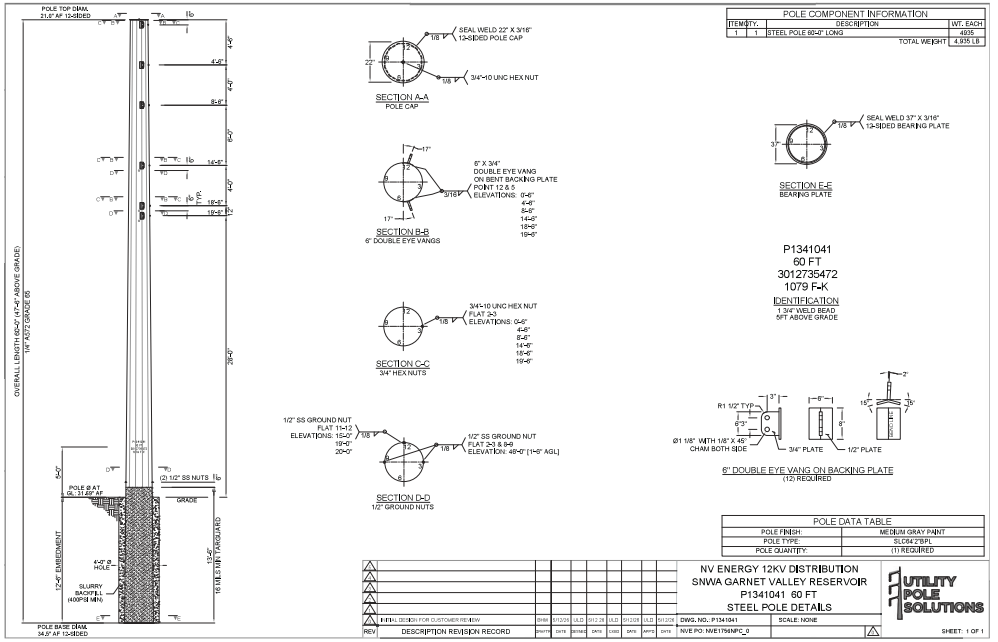
NV ENERGY 12KV DISTRIBUTION
SNWA GARNET VALLEY RESERVOIR
P1332513 65 FT
STEEL POLE DETAILS

UTILITY POLE SOLUTIONS

REV	DESCRIPTION REVISION RECORD	BWW	5/12/26	ULD	5/12/26	ULD	5/12/26	ULD	5/12/26	ULD	5/12/26
	INITIAL DESIGN FOR CUSTOMER REVIEW	DRAFTY	DATE	DESIGNED	DATE	CHKD	DATE	APP'D	DATE		

DWG. NO.: P1332513 | SCALE: NONE
NVE PO: NVE1756NPC_0

SHEET: 1 OF 1



POLE COMPONENT INFORMATION			
ITEM	QTY.	DESCRIPTION	WT. EACH
1	1	STEEL POLE 60'-0" LONG	4935
		TOTAL WEIGHT	4,935 LB

P1341041
60 FT
3012735472
1079 F-K
IDENTIFICATION
1 3/4" WELD BEAD
5FT ABOVE GRADE

POLE DATA TABLE	
POLE FINISH:	MEDIUM GRAY PAINT
POLE TYPE:	SLC64.2 SPL
POLE QUANTITY:	(1) REQUIRED

NV ENERGY 12KV DISTRIBUTION
SNWA GARNET VALLEY RESERVOIR
P1341041 60 FT
STEEL POLE DETAILS

UTILITY POLE SOLUTIONS

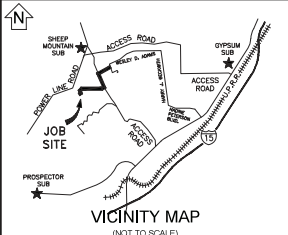
REV	DESCRIPTION REVISION RECORD	BWW	5/12/26	ULD	5/12/26	ULD	5/12/26	ULD	5/12/26	ULD	5/12/26
	INITIAL DESIGN FOR CUSTOMER REVIEW	DRAFTY	DATE	DESIGNED	DATE	CHKD	DATE	APP'D	DATE		

DWG. NO.: P1341041 | SCALE: NONE
NVE PO: NVE1756NPC_0

SHEET: 1 OF 1

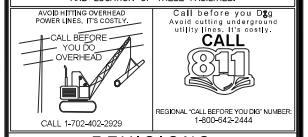
DESIGN ADJUSTMENTS

ADJ#	DESCRIPTION	DATE
1	ADDED PAGE 6 AND 7 FOR STEEL POLE INFO PER NVE REQ ENG REQUEST.	8/20/2026



VICINITY MAP
(NOT TO SCALE)

EVERY EFFORT HAS BEEN MADE TO IDENTIFY ALL NVE FACILITIES. THE CUSTOMER SHALL CONFIRM THE EXISTENCE AND LOCATION OF THESE FACILITIES.



REVISIONS

NO.	DESCRIPTION	DATE

NON-STANDARD OVERHEAD

PROJECT PURPOSE:
SERVE WATER RESERVOIR
800AMP 277/480V PANEL

PROJECT CONTINGENT ON PID 3009698300

EXHIBIT 'A'

NVEnergy INFORMATION:
PROJECT COORDINATOR: LUIS MONTOYA
PROJECT COORDINATOR PHONE: 702-217-8222 D.F. BM
PROJECT DESIGNER: LUIS MONTOYA
CONSTRUCTION COORDINATOR:
LVNORTHCC@NVENERGY.COM – 702-402-4898
DCA: N/A
INSPECTOR: 702-402-3008 OR UGI@NVENERGY.COM
STAND BY: (702) 402-4222
DISTRICT: LAS VEGAS NORTH DISTRICT
JPA INFORMATION:
JPA ADMIN PHONE: (702)402-3358 JPA#:
CONTACT INFORMATION
CONTACT NAME: ANITA MARQUEZ
CONTACT PHONE: 702-333-5513
CONTACT EMAIL: ANITA.MARQUEZ@SNWA.COM

GOVERNMENT INFORMATION:
AGENCY(S): NLV
APPROVAL DATE(S): 9/11/2025

FOR EACH SERVICE POINT (POINT OF DELIVERY), ENERGY FOR EACH TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. ENERGY FOR ALL NON-TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. CONTACT NVE METER OPERATIONS FOR MULTIPLE RATE CLASS INSTALLATIONS.

NVEnergy

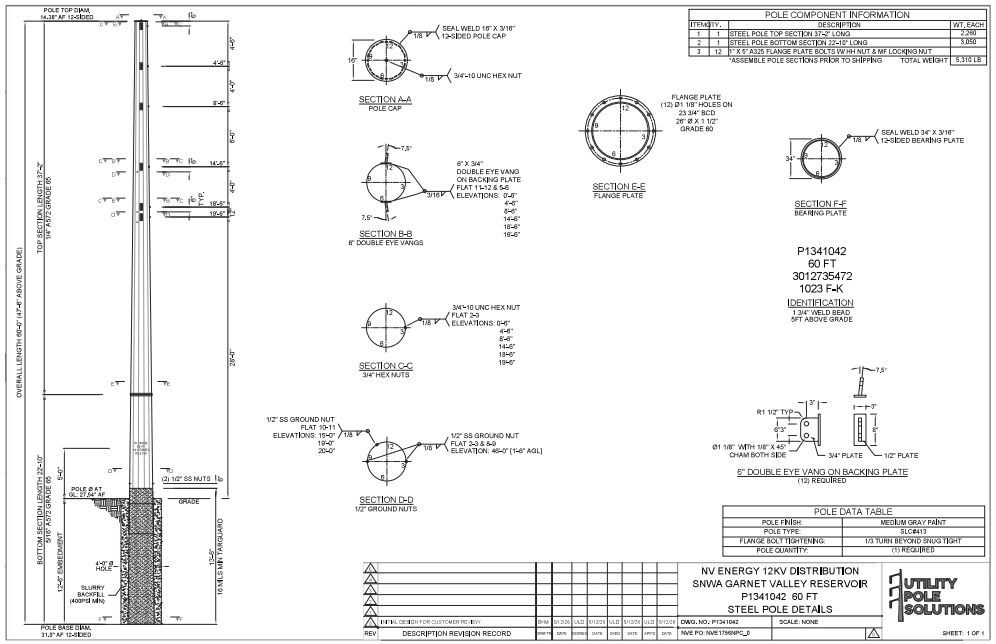
SNWA-3257-GARNET VALLEY
WATER SYSTEM 2920
RESERVOIR-II

W ADAMS & H BECKWITH

WO # 11855538	# 3012735472
SHEET # 6 OF 7	SCALE: 1"=30'

Sharing of this drawing and the information contained herein shall be only to individuals/parties who have entered into an agreement with Applicant for the completion of work associated with this specific project. Use for purposes other than this specific project requires the written consent of NV Energy.

lm21910 8/20/2026 11:18 AM 1 ADJ(S) 0 REVISION(S)



POLE COMPONENT INFORMATION			
ITEM	QTY.	DESCRIPTION	WT. EACH
1	1	STEEL POLE TOP SECTION 37'-2" LONG	2,260
2	1	STEEL POLE BOTTOM SECTION 22'-10" LONG	3,050
3	12	1" X 6" A325 FLANGE PLATE BOLTS W/HH NUT & MF LOCKING NUT	
		*ASSEMBLE POLE SECTIONS PRIOR TO SHIPPING TOTAL WEIGHT	5,310 LB

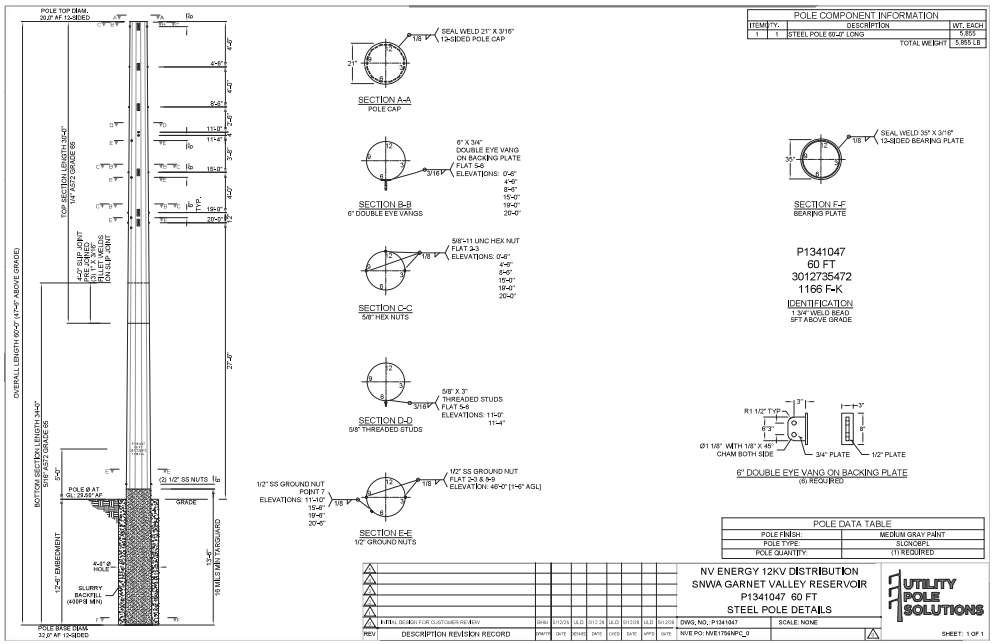
POLE DATA TABLE	
POLE FINISH:	MEDIUM GRAY PAINT
POLE TYPE:	SLC4613
FLANGE BOLT TIGHTENING:	1/3 TURN BEYOND SNUG TIGHT
POLE QUANTITY:	(1) REQUIRED

NV ENERGY 12KV DISTRIBUTION
SNWA GARNET VALLEY RESERVOIR
P1341042 60 FT
STEEL POLE DETAILS

UTILITY POLE SOLUTIONS

REV	DESCRIPTION REVISION RECORD	DWN	DATE	ENGR	DATE	CHKD	DATE	APPD	DATE
	INITIAL DESIGN FOR CUSTOMER REVIEW	BHM	5/12/26	ULD	5/12/26	ULD	5/12/26	ULD	5/12/26

DWG. NO.: P1341042 | SCALE: NONE | NVE PO: NVE1756NPC_0 | SHEET: 1 OF 1



POLE COMPONENT INFORMATION			
ITEM	QTY.	DESCRIPTION	WT. EACH
1	1	STEEL POLE 95'-0" LONG	5,855
		TOTAL WEIGHT	5,855 LB

POLE DATA TABLE	
POLE FINISH:	MEDIUM GRAY PAINT
POLE TYPE:	SLC9095PL
POLE QUANTITY:	(1) REQUIRED

NV ENERGY 12KV DISTRIBUTION
SNWA GARNET VALLEY RESERVOIR
P1341047 60 FT
STEEL POLE DETAILS

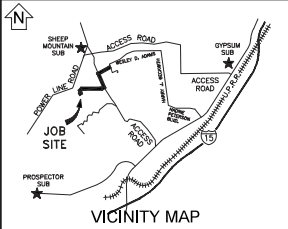
UTILITY POLE SOLUTIONS

REV	DESCRIPTION REVISION RECORD	DWN	DATE	ENGR	DATE	CHKD	DATE	APPD	DATE
	INITIAL DESIGN FOR CUSTOMER REVIEW	BHM	5/12/26	ULD	5/12/26	ULD	5/12/26	ULD	5/12/26

DWG. NO.: P1341047 | SCALE: NONE | NVE PO: NVE1756NPC_0 | SHEET: 1 OF 1

DESIGN ADJUSTMENTS

ADJ#	DESCRIPTION	DATE
1	ADDED PAGE 6 AND 7 FOR STEEL POLE INFO PER NVE REQ ENG REQUEST.	8/20/2026



EVERY EFFORT HAS BEEN MADE TO IDENTIFY ALL NVE FACILITIES. THE CUSTOMER SHALL CONFIRM THE EXISTENCE AND LOCATION OF THESE FACILITIES.

AVOID HITTING OVERHEAD POWER LINES. IT'S COSTLY.
CALL BEFORE YOU DO OVERHEAD
CALL 1-702-402-2929

Call before you Dig
Avoid cutting underground utility lines. It's costly.
CALL 811
REGIONAL "CALL BEFORE YOU DIG" NUMBER: 1-800-642-2444

REVISIONS

NO.	DESCRIPTION	DATE

NON-STANDARD OVERHEAD

PROJECT PURPOSE:

SERVE WATER RESERVOIR
800AMP 277/480V PANEL

PROJECT CONTINGENT ON PID 3009698300

EXHIBIT 'A'

NVEnergy INFORMATION:

PROJECT COORDINATOR: LUIS MONTOYA
PROJECT COORDINATOR PHONE: 702-217-8222 D.F. BM
PROJECT DESIGNER: LUIS MONTOYA
CONSTRUCTION COORDINATOR:
LVNORTHCC@NVENERGY.COM – 702-402-4898
DCA: N/A
INSPECTOR: 702-402-3008 OR UGI@NVENERGY.COM
STAND BY: (702) 402-4222
DISTRICT: LAS VEGAS NORTH DISTRICT

JPA INFORMATION:

JPA ADMIN PHONE: (702)402-3358 JPA#:

CONTACT INFORMATION

CONTACT NAME: ANITA MARQUEZ
CONTACT PHONE: 702-333-5513
CONTACT EMAIL: ANITA.MARQUEZ@SNWA.COM

GOVERNMENT INFORMATION:

AGENCY(S): NLV
APPROVAL DATE(S): 9/11/2025

FOR EACH SERVICE POINT (POINT OF DELIVERY), ENERGY FOR EACH TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. ENERGY FOR ALL NON-TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. CONTACT NVE METER OPERATIONS FOR MULTIPLE RATE CLASS INSTALLATIONS.

NVEnergy

SNWA-3257-GARNET VALLEY
WATER SYSTEM 2920
RESERVOIR-II

W ADAMS & H BECKWITH

WO # 11855538	# 3012735472
SHEET # 7 OF 7	SCALE: 1"=30'

Sharing of this drawing and the information contained herein shall be only to individuals/parties who have entered into an agreement with Applicant for the completion of work associated with this specific project. Use for purposes other than this specific project requires the written consent of NV Energy.

lm21910 8/20/2026 11:18 AM 1 ADJ(S) 0 REVISION(S)

Exhibit B
Cost Worksheet

[Attached]

Cost Worksheet ("Exhibit - B")

Cost Estimate Summary

	Total Cost Estimate	Applicant Minimum	Applicant Non-Refundable	NVEnergy Responsibility
Labor & Overhead	$137,844.95	$137,844.95	$1,010.58	$0.00
Material & Overhead	$84,245.89	$84,245.89	$0.00	$0.00
DCA	$0.00	$0.00	$0.00	$0.00
Substructure	$2,787.60	$2,787.60	$0.00	$0.00
Permits & Vouchers	$118,109.98	$118,109.98	$0.00	$0.00
Applicant Installed Costs	$0.00	$0.00	$0.00	$0.00
Contigency Cost	$54,284.27	$54,284.27	$0.00	$0.00
Total Amount	$397,272.69	$397,272.69	$1,010.58	$0.00

Advance Calculation - Applicant Minimum

1. Refundable Costs, Subject to Tax

Applicant Minimum Cost	$396,262.11
Proportionate Share to be Collected	$0.00
Proportionate Share Waived	$0.00
Refundable Costs Subject to Allowance & Excess Salvage Credit	$396,262.11
Excess Salvage Credit from 2.A & 2.B to be Applied to Refundable	$0.00
Initial Allowance Applied	$90,252.00
Total Refundable Cost, Subject to Tax	$306,010.11

2. Non-Refundable Costs (Non-Streetlight)

A) Not Subject to Allowance

Non-Refundable Install Cost (Subject to Salvage Credit, Taxable)	$1,010.58
Non-Refundable Removal Cost (Subject to Salvage Credit, Non-Taxable)	$0.00
Scrap/Salvage Credit Applied	$0.00
Excess Rule 9 Salvage Credit to be Applied from 2.B	$0.00
Total Non-Refundable Cost (After Applying Salvage Credit)	$1,010.58

B) Subject to Allowance

Non-Refundable Install Cost (Subject to Salvage Credit, Taxable)	$0.00
Non-Refundable Removal Cost (Subject to Salvage Credit, Non-Taxable)	$0.00
Rule 9 Scrap/Salvage Credit Applied	$0.00
Excess Salvage Credit to be Applied from 2.A	$0.00
Non-Refundable Cost (After Applying Salvage Credit)	$0.00
Excess Allowance	$0.00
Total Non-Refundable Cost (After Applying Excess Allowance and Salvage Credit)	$0.00
Total of All Non-Refundable Cost (Non-Streetlight)	$1,010.58

3. Non-Refundable Streetlight Costs

A) Not Subject to Streetlight Allowance

Non-Refundable Streetlight Install Cost (Taxable)	$0.00
Non-Refundable Streetlight Removal Cost (Non-Taxable)	$0.00
Total Non-Refundable Streetlight Cost (Not Subject to Streetlight Allowance)	$0.00

B) Subject to Streetlight Allowance

Non-Refundable Streetlight Install Cost (Taxable)	$0.00
Non-Refundable Streetlight Removal Cost (Non-Taxable)	$0.00
Non-Refundable Streetlight Cost (Subject to Streetlight Allowance)	$0.00
Streetlight Allowance	$0.00
Total Non-Refundable Cost (After Applying Streetlight Allowance)	$0.00
Total All Non-Refundable Cost for Streetlight	$0.00

Total All Non-Refundable Cost (2.A +2.B + 3.A + 3.B)	$1,010.58
Total Removal Cost without Salvage Applied (Non-Taxable)	$0.00

Advance Summary - Applicant Minimum

Description	Value
Current Tax Rate	13.60%
1. Refundable Advance	
Total Refundable Cost, Subject to Tax	$306,010.11
Tax Applied to Total Refundable Cost	$41,617.37
Total Refundable Advance	$347,627.48
2. Non-Refundable Advance (Non-Streetlight)	
Non-Refundable Install Cost, Subject to Tax	$1,010.58
Non-Refundable Removal Cost, Not Subject to Tax	$0.00
Tax Applied to Non-Refundable Cost	$137.44
Applicant Contributed Facilities Value	$37,932.12
Substructures Tax Applied to Applicant Contributed Facilities	$5,158.77
3. Non-Refundable Streetlight Advance	
Non-Refundable Streetlight Install Cost, Subject to Tax	$0.00
Non-Refundable Streetlight Removal Cost, Not Subject to Tax	$0.00
Tax Applied to Non-Refundable Streetlight Cost	$0.00
Applicant Contributed Streetlight Facilities Value	$0.00
Substructures Tax Applied to Applicant Contributed Streetlight Facilities	$0.00
Total Non-Refundable Advance	$6,306.79
Total Agreement Cost, Not Subject to Tax	$0.00
Total Agreement Cost, Subject to Tax	$307,020.69
Total Tax Included in Agreement Cost	$46,913.58
Agreement Total Subject to Credits	$353,934.27
4. Applicant Installed Credits	
Applicant Installed Conduit Credit	$0.00
Applicant Installed Streetlight Conduit Credit	$0.00
Applicant Installed Credit for Oversized Facilities	$0.00
Applicant Installed Gas Mains Credit	$0.00
Applicant Installed Gas Services Credit	$0.00
Design Initiation Advance Applied	$0.00
Total Applicant Advance/Credit Due	$353,934.27

Exhibit C
Allowance Worksheet

[Attached]

Allowance Worksheet ("Exhibit - C")

Project ID:	11855538	Project Title: SNWA-3257-GARNET VALLEY WATER SYSTEM 2920 RESERVOIR-II	Short Life Years:	N/A

Total Potential Future Refundable Including Tax $347,627.48

Total Proposed Rule 9 Allowance **$138,648.00**

*Note: Total Proposed Rule 9 Allowance excludes Street Light Allowance

Initial Rule 9 Allowance

Existing Load	Switch Gear Location/building ID	Rate Schedule	Estimated Demand	Meter Unit/KVA		Build out Factor		Allowance Mtr/ Unit/KVA		Allowance Multiplier Unit/ Meter/KVA		Short Life Adjustment		Initial Allowance
No	MSA	LGS-1	318.00	kVA	X	65.00 %	=	207	X	$436.00	X	1.0000	=	$90,252.00

Initial Allowance	$90,252.00
Total Initial Allowance Given	$90,252.00

Potential Future Rule 9 Allowance

Existing Load	Switch Gear Location/building ID	Rate Schedule	Estimated Demand	Meter Unit/KVA		Build out Factor		Allowance Mtr/ Unit/KVA		Allowance Multiplier Unit/ Meter/KVA		Short Life Adjustment		Future Potential Allowance
No	MSA	LGS-1	318.00	kVA	X	35.00 %	=	111.00	X	$436.00	X	1.0000	=	$48,396.00

Potential Future Allowance	$48,396.00
Less Credit From Initial Allowance	$0.00
Total Potential Future Allowance	$48,396.00

Street Allowance

Lamp Size	Number of Lamps	Unit Rate	Streetlight Allowance
	Total Street Allowance		$0.00

ELEPA: Estimated Line Extension Project Allowance

Initial Allowance

The credit for the Allowance that Utility provides Applicant on the Effective Date based on Applicant's representation and Utility's reasonable expectation that thesupporting number of meters and/or Demand will be initiated within the 12-month period following the completion of construction of the line extension facilities. InitialAllowance = ELEPA x Build-Out Factor

Total Proposed Rule 9 Allowance $

The Potential Future Allowance will be granted up to the Estimated Refundable Subject to Allowance and Excess Amount from the Cost Worksheet attached to the LineExtension Agreement as Exhibit B.

Total Potential Future Refundable Including Tax $

The Total Potential Future Refundable Dollars, inclusive of any CIAC Advanced or tax advanced, for the Line Extension Agreement. This amount does not correlate to thisAllowance Worksheet, it is shown to help the customer determine easily how much of their Advance could potentially be Refunded if all

Allowance Worksheet ("Exhibit - C")

Allowance is meet, and/or there aresufficient Proportionate Share attachers to warrant a 100% refund of all Refundable Dollars Advanced as part of the Line Extension Agreement.

Build-Out Factor

A multiplier established by Utility to determine the percentage of ELEPA that shall be applied as Initial Allowance in accordance with Rule 9, Section B.3. The multiplier variesby service type and rate class.

Exhibit D-1
Insurance Coverages
(Applicant's Contractors and Subcontractors)

1. Types of Insurance Required. In accordance with the "Insurance" Section of the Agreement, Applicant must procure and maintain in effect the following (required limits can be met by use of primary, underlying, and umbrella/excess combinations):

   (A) Workers' Compensation and Employer's Liability. Workers' compensation insurance in the form and manner required by the State of Nevada. Employer's liability insurance with the following limits: (1) one million dollars ($1,000,000.00) per each accident; (2) one million dollars ($1,000,000.00) per each employee disease; and (3) one million dollars ($1,000,000.00) in the annual aggregate per each occupational disease.

   (B) Commercial General Liability Insurance. Comprehensive general liability providing bodily injury, property damage, personal injury/advertising injury, premises/operations, and products/completed operations coverage with a per occurrence limit of not less than two million dollars ($2,000,000.00) and an aggregate limit of not less than two million dollars ($2,000,000.00).

   (C) Automobile Liability Insurance. Comprehensive automobile liability with a combined single limit of one million dollars ($1,000,000.00) or a limit of one million dollars ($1,000,000.00) each person and one million dollars ($1,000,000.00) each occurrence.

   (D) Excess or Umbrella Liability Insurance. Excess or umbrella liability with a limit of not less than three million dollars ($3,000,000.00) per occurrence. Except with respect to the workers' compensation insurance, these limits apply in excess of each of the above-mentioned policies.

2. Insurer and Policy Requirements. Each contract of insurance must be with an insurer approved to do business in the State of Nevada, is A-Rated or better by A.M. Best Company and must include the following provisions or endorsements:

   (A) Additional Insured. Naming Utility, its directors, officers, and employees as additional insureds on the general liability, automobile liability insurance policies and excess/ umbrella liability insurance.

   (B) Primary Insurance. Stating that the insurance is primary insurance with respect to the interest of Utility and that any insurance maintained by Utility is excess and not contributory insurance unless Utility is solely negligent.

   (C) Subrogation Waivers. Providing Utility with waivers of subrogation on all coverages.

   (D) Severability and Cross Liability. Providing for severability of interest or cross liability coverage in the general liability, automobile liability insurance policies and excess/ umbrella liability insurance.

   (E) Notice Requirement. Providing that Utility is entitled to 10-days prior written notice before cancellation of the coverage provided above.

3. Notice Requirement. Applicant must provide Utility with 30-days prior written notice before the termination, expiration, or alteration of the coverage provided above.

4. Deductible and Retention Limits. Deductible or retention amounts under the policies described above must not exceed 5% of the per occurrence coverage limits, without the express written consent of Utility.

5. Certificate of Insurance. Before Applicant commences any work in connection with this Agreement, Applicant must provide Utility with certificates of insurance that name Utility as additional insured and evidence the coverage required above, including additional insured endorsement numbers. Applicant must provide Utility with a current copy of the certificate of insurance evidencing the coverage set forth above.

Exhibit D-2
Insurance Coverages
(Applicant)

1. Types of Insurance Required. In accordance with the "Insurance" Section of the Agreement, Applicant must procure and maintain in effect the following (required limits can be met by use of primary, underlying, and umbrella/excess combinations):

   (A) Workers' Compensation and Employer's Liability. Workers' compensation insurance in the form and manner required by the State of Nevada. Employer's liability insurance with the following limits: (1) one million dollars ($1,000,000.00) per each accident; (2) one million dollars ($1,000,000.00) per each employee disease; and (3) one million dollars ($1,000,000.00) in the annual aggregate per each occupational disease.

   (B) Commercial General Liability Insurance. Comprehensive general liability providing bodily injury, property damage, personal injury/advertising injury, premises/operations, and products/completed operations coverage with a per occurrence limit of not less than two million dollars ($2,000,000.00) and an aggregate limit of not less than two million dollars ($2,000,000.00).

   (C) Automobile Liability Insurance. Comprehensive automobile liability with a combined single limit of one million dollars ($1,000,000.00) or a limit of one million dollars ($1,000,000.00) each person and one million dollars ($1,000,000.00) each occurrence.

   (D) Excess or Umbrella Liability Insurance. Excess or umbrella liability with a limit of not less than three million dollars ($3,000,000.00) per occurrence. Except with respect to the workers' compensation insurance, these limits apply in excess of each of the above-mentioned policies.

2. Insurer and Policy Requirements. Each contract of insurance must be with an insurer approved to do business in the State of Nevada, is A-Rated or better by A.M. Best Company and must include the following provisions or endorsements:

   (A) Additional Insured. Naming Utility, its directors, officers, and employees as additional insureds on the general liability, automobile liability insurance policies and excess/ umbrella liability insurance.

   (B) Primary Insurance. Stating that the insurance is primary insurance with respect to the interest of Utility and that any insurance maintained by Utility is excess and not contributory insurance unless Utility is solely negligent.

   (C) Subrogation Waivers. Providing Utility with waivers of subrogation on all coverages.

   (D) Severability and Cross Liability. Providing for severability of interest or cross liability coverage in the general liability, automobile liability insurance policies and excess/ umbrella liability insurance.

   (E) Notice Requirement. Providing that Utility is entitled to 10-days prior written notice before cancellation of the coverage provided above.

3. Notice Requirement. Applicant must provide Utility with 30-days prior written notice before the termination, expiration, or alteration of the coverage provided above.

4. Deductible and Retention Limits. Deductible or retention amounts under the policies described above must not exceed 5% of the per occurrence coverage limits, without the express written consent of Utility.

5. Certificate of Insurance. Before Applicant commences any work in connection with this Agreement, Applicant must provide Utility with certificates of insurance that name Utility as additional insured and evidence the coverage required above, including additional insured endorsement numbers. Applicant must provide Utility with a current copy of the certificate of insurance evidencing the coverage set forth above.

Exhibit E
Project Schedule

[INTENTIONALLY OMITTED]

Exhibit F
Examples of Guidance

[INTENTIONALLY OMITTED]

NVEnergy

RULE 9 LINE EXTENSION AGREEMENT

Project ID:	Agreement No:
11855538	**42645971** (CPQ-1927)

Project Title:
SNWA-3257-GARNET VALLEY WATER SYSTEM 2920 RESERVOIR-II

Note: This agreement is not an invoice. A formal invoice will be issued to the Applicant detailing the payment amount due and remittance instructions. Please wait for the invoice before remitting payment to ensure there are no delays in payment processing. By signing the Agreement, the Applicant confirms their intent to proceed with the Project and fulfill payment obligations as detailed in this Agreement as applicable.

APPLICANT:

Southern Nevada Water Authority

By: _____

Printed Name: _____

Title: _____

Date: _____

UTILITY:

Nevada Power Company d/b/a NV Energy

By: _____

Printed Name: _____

Title: _____

Date: _____

Contract Tracking Table for Internal Use Only

Contract Name:	SNWA-3257-GARNET VALLEY WATER SYSTEM 2920 RESERVOIR-II
Project ID:	11855538
Expected Payment Amount:	$353,934.27
Signature Date:	
Verification:	_____
Date:	_____
Execution Date:	

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

November 19, 2026

Subject:
Construction Award

Petitioner:
Doa J. Ross, Deputy General Manager, Engineering and Operations

Recommendations:
That the Board of Directors award a contract to M. M. C., Inc., for the construction of a new 25 million-gallon-per-day rate of flow control station in the amount of $18,983,645, authorize a change order contingency amount not to exceed $1,500,000, 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 year expenditures will be budgeted accordingly.

Background:
Commitment No. 010277 (3154S), Calico Ridge ROFC (Project), is for the construction of a new 25 million-gallon-per-day rate of flow control station, which includes a bridge crane, associated supply pipeline, and a new fiber optic network. The Project is located as generally shown on Attachment A.

Sealed Bids were received and publicly opened on September 29, 2026. A tabulation of the bids received is listed below:

M. M. C, Inc.	$18,983,645
Ames Construction, Inc.	$19,963,594
Harber Company, Inc. dba Mountain Cascade of Nevada	$20,490,000
Menichino Construction LLC	$22,600,000

The M. M. C, Inc. (MMC), proposal is considered to be the best bid received as defined by NRS 338.1389. The attached agreement provides for MMC to accept and agree to all contract terms. MMC is a Nevada corporation located in Las Vegas, Nevada.

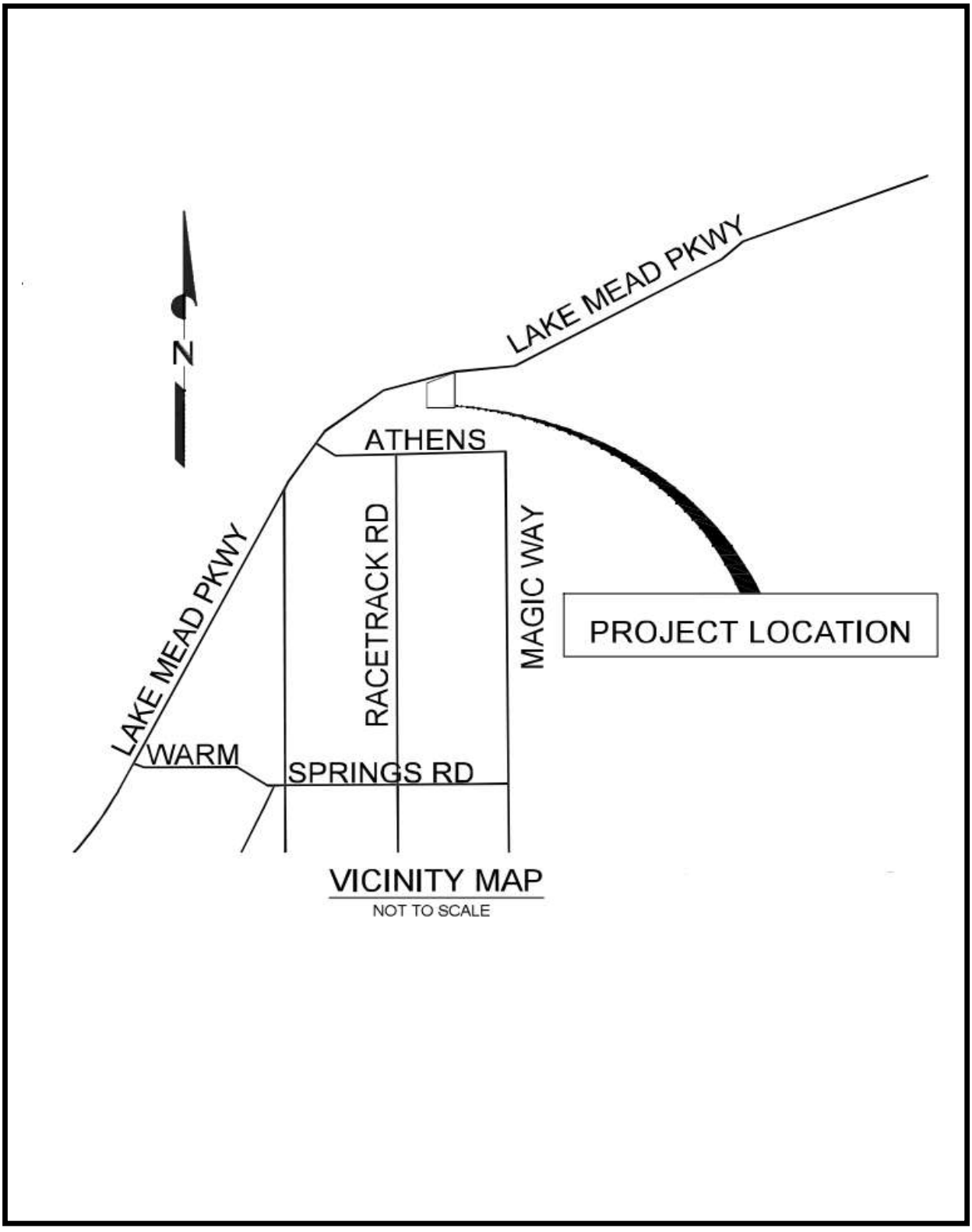
This agreement is being entered into pursuant to NRS 338.1389 and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the agreement.

JJE:DJR:PJJ:np
Attachments: Attachment A, Disclosure, Agreement

AGENDA ITEM # 11

LVVWD BOARD OF DIRECTORS
AGENDA ITEM

CONTRACT NO. 3154S_010277
CALICO RIDGE ROFC



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:	45
Corporate/Business EntityName:	MMC, Inc.
Doing Business As:	
Street Address:	6600 Amelia Earhart Ct. Suite B
City, State, and Zip Code	Las Vegas, Nevada 89119
Website:	www.nclasvegas.com/MMC
Contact Name:	Lane Waite
Contact Email:	lwaite@nclasvegas.com
Telephone No:	(702) 642-3332
Fax No:	(702) 642-9876

BUSINESS ENTITY OWNERSHIP LIST

All entities, with the exception of *publicly-traded corporations* and *non-profit organizations*, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board of Directors. (*If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties).*

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

Publicly-traded corporations and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

No Ownership More than Five Percent (5%) Statement (if applicable):

Listed Disclosures Below *(additional supplemental information may be attached, if necessary):*

Additional Supplemental Information to be Attached?	**No**
Number of Board members/Officers?	
Number of Owners?	**2**

Names, Titles and Percentage Owned:

Full Name	**Title**	**% Owned** (Not required for Publicly Traded Corporations/Non-profit organizations)
Brady w. Stevens	Secretary/Treasurer	27
Greg J. Paulk	President	73

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

Business Owner/Principal/Employee 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, principals, or employees 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:	Stephanie LujanBrady W. Stevens
Signer Title:	Bid CoordinatorSecretary/Treasurer
Signer Email:	slujan@nclasvegas.combstevens@nclasvegas.com
Signed Date:	10/09/2026
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.

Ono Siou Matsura, Shannon	Ono Siou Matsura, Shannon Construction Division Mgr	10/14/2026
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 M. M. C., 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: Calico Ridge ROFC

   Project No: 3154S

   Commitment No: 010277

   Public Works Project Identifying Number: CL-2026-431

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. General Requirements
   c. Supplementary Conditions
   d. General Conditions
   e. Agreement
   f. Drawings
   g. Technical Specifications
   h. Permits
   i. Bidder Statement of Authority to Submit Bid Form and accompanying Documents, including without limitation, Affidavit Pertaining to Preference Eligibility
   j. Bid Form
   k. Bonds

l. Instructions to Bidders
m. Invitation to Bid and Legal Notice
n. Notice of Award
o. Final Notice to Proceed

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:

M. M. C., 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

November 19, 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 an agreement between HDR Engineering, Inc., and the Authority to provide professional design engineering and construction support services for River Mountains Reservoir Site Piping Upgrades in an amount not to exceed $12,000,000.

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

Background:
The River Mountains reservoir site includes the River Mountains Reservoir, Foothills Pumping Station, and major Authority laterals ranging in diameter from 36-inch to 144-inch. A major break in this stretch of pipeline would limit water deliveries from the Alfred Merritt Smith Water Treatment Facility and severely impact the ability to deliver water to purveyor members. New interconnections are required to add redundancy and operational flexibility while reducing potential maintenance costs and system outages. Commitment No. 015578 (3491S), River Mountains Reservoir Site Piping Upgrades (Project) is needed for the site assessment of existing facilities, preliminary design, final design, and design services during construction.

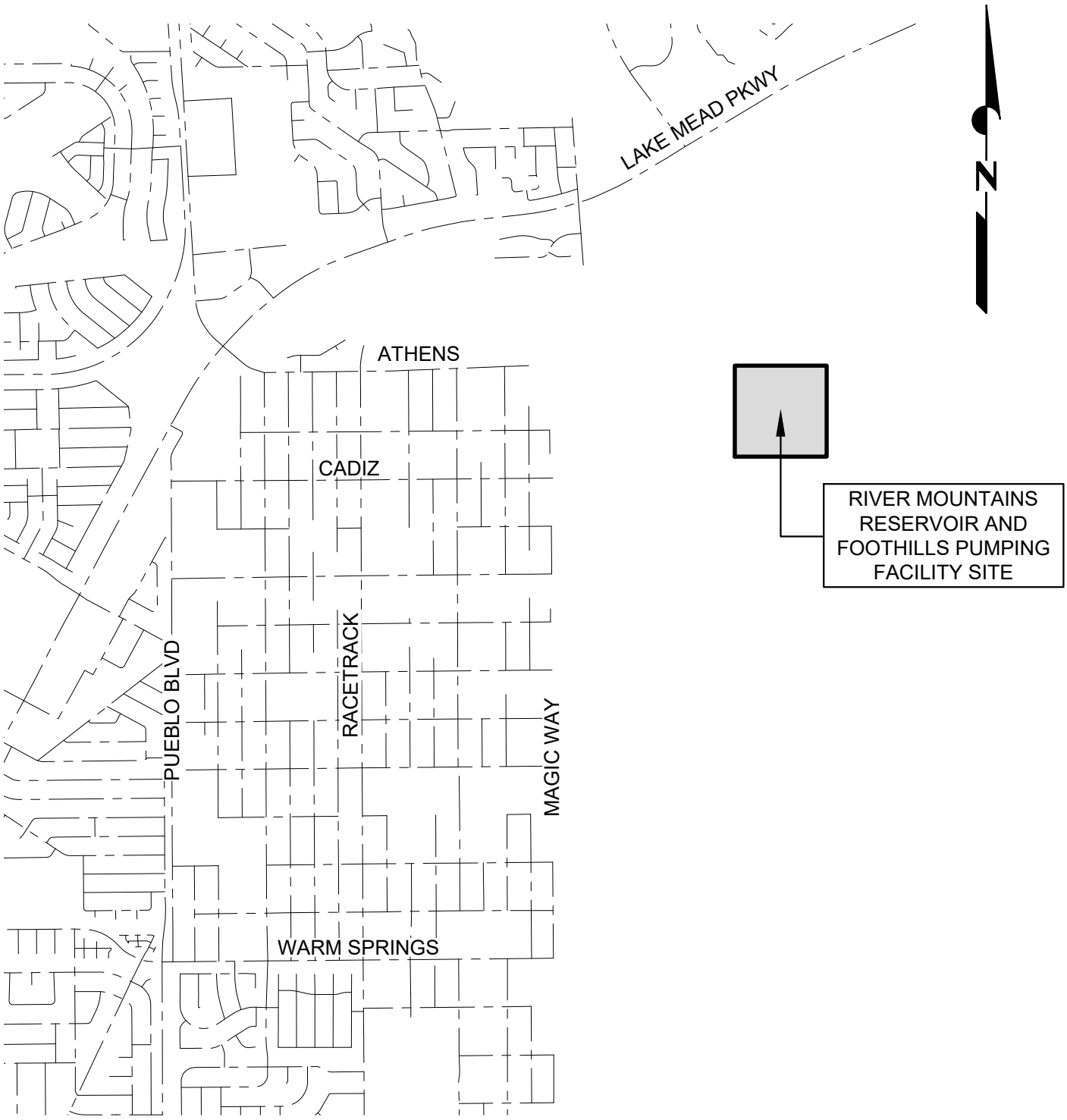
On July 21, 2026, the Authority issued a request for qualifications soliciting proposals for the Project. On August 18, 2026, three proposals were received and reviewed by an evaluation committee comprised of Authority and Las Vegas Valley Water District personnel. The applicants were evaluated based upon personnel experience and qualifications, experience with projects of similar size and scope, and the understanding of, and approach for, the Project. Based on the evaluation results, HDR Engineering, Inc. (HDR), is considered the top-ranked applicant and is recommended to provide services for the Project.

If approved, the attached Professional Services Master Agreement includes the terms and conditions necessary for HDR to provide professional design engineering and construction support services for the Project, including, but not limited to project design and phasing, permitting, environmental compliance, public outreach support, and utility coordination. The requested $12,000,000 includes a 10 percent contingency.

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

JJE:DJR:PJJ:np
Attachments: Attachment A, Disclosure, Agreement

AGENDA ITEM # 12



SOUTHERN NEVADA WATER AUTHORITY
ATTACHMENT A

RIVER MOUNTAINS RESERVOIR
SITE PIPING UPGRADES

DRAWN BY
TABITHA MCCOMBE

DATE
10/12/26

SCALE:
1" = 2000'

PROJECT NO.
3491S

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:	42
Corporate/Business EntityName:	HDR Engineering Inc.
Doing Business As:	
Street Address:	1917 South 67th St.
City, State, and Zip Code	Omaha, NE 68106
Website:	www.hdrinc.com
Contact Name:	Jennifer Hoffman
Contact Email:	jennifer.hoffman@hdrinc.com
Telephone No:	(402) 399-1400
Fax No:	

Nevada Local Business Information (if applicable)

Local Street Address:	6750 Via Austi Parkway 89119
Local Website:	
Local Contact Name:	Craig Smart
Local Contact Email:	craig.smart@hdrinc.com
Telephone No:	(702) 938-6000
Fax No:	(702) 938-6060

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)? **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:	Shari JacksonCraig Smart
Signer Title:	HR AdministratroVIce President
Signer Email:	shari.jackson@hdrinc.comcraig.smart@hdrinc.com
Signed Date:	10/7/2026
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.

Marquez, Anita	Marquez, Anita	10/13/2026
Signature	Senior Program Engineer Print Name/Title	Date

HDR Engineering, Inc. Owners and Principals			08-Oct-2026
Graff, Neil A.	President	Austin	Chief Operating Officer
Graff, Neil A.	Chief Operating Officer	Austin	Chief Operating Officer
Crall, Michael P.	Executive Vice President	Pittsburgh	North America Operations Director
Hunt, Jennifer E.	Executive Vice President	Tampa	Deputy Chief Operating Officer
LeCureux, David F.	Executive Vice President	Pensacola	Federal Business Group President
McLaughlin, Thomas C.	Executive Vice President	Purchase	Transportation Business Group President
Meysenburg, Galen J.	Executive Vice President	Omaha	Chief Financial Officer
Steinert, John P.	Executive Vice President	Ann Arbor	Resources Business Group President
Wignall, Douglas S.	Executive Vice President	Omaha	President of Architecture
Alsina, Paul M.	Senior Vice President	Lexington	Principal Program Manager
Atoulikian, Richard G.	Senior Vice President	Columbus	Principal Project Manager
Bakke, Brian M.	Senior Vice President	Des Moines	Global Wastewater Market Sector Director
Balchunas, Brian M.	Senior Vice President	Fulton	East Region Wastewater Market Sector Leader
Barnett, Elena R.	Senior Vice President	Purchase	Principal Project Manager
Barnhart, William E.	Senior Vice President	Billings	Power Sector Director
Bekka, Khalid	Senior Vice President	Dubai	Managing Director
Berggren, Eric G.	Senior Vice President	Omaha	Water Treatment Business Class Director
Bland, Tommy T.	Senior Vice President	Pooler	Domestic Operations Controller
Blank, Jeffrey C.	Senior Vice President	Portland	BES Market Strategy Director
Bokenkroger, Matt E.	Senior Vice President	Kansas City	Industrial Water/Wastewater Service Line Lead
Boling, Robert M.	Senior Vice President	Folsom	Water Resources Market Sector Director
Borenstein, Mark D.	Senior Vice President	Austin	South Central Regional Director of Operations
Brigham, James W.	Senior Vice President	Ann Arbor	Power Generation Business Class Leader
Bromley, Patrick G.	Senior Vice President	Fenton	Power Delivery Practice Leader
Brown, Christopher H.	Senior Vice President	Raleigh	North Carolina Project Delivery Leader
Bruce, Dennis W.	Senior Vice President	Corner Brook	Professional Services Manager, Canada
Buchanan, Brian D.	Senior Vice President	Columbia	Transit Business Class Lead
Carballo, Manuel F.	Senior Vice President	Colorado Springs	Global Bridge and Structures Director
Charalambous, Yiannoulla	Senior Vice President	New York	NY/NJ Area Manager
Chiglo, Jay L.	Senior Vice President	Dallas	Transportation BG Alternative Delivery Director
Clark, Angela M.	Senior Vice President	Madison	Federal Client Services Director
Clark, David L.	Senior Vice President	Boise	Water Quality Practice Lead
Coleman, James M.	Senior Vice President	Rapid City	Corporate Development Director
Cook, JaNell	Senior Vice President	Las Vegas	Water Business Group Service Delivery Director
Cowan, Timothy P.	Senior Vice President	Plymouth Meeting	Federal Client Development Leader
Creamer, Karen M.	Senior Vice President	Round Rock	Central Region Alternative Delivery Manager
Cross, Jeffrey M.	Senior Vice President	Carson City	TMT Global Business Development Director
Culligan, David W.	Senior Vice President	Syracuse	Hydropower Practice Leader
Dalton, Mark R.	Senior Vice President	Juneau	Program Manager
Dammarell, Amy S.	Senior Vice President	Portland	Cross Sector Professional Services Director
DeCesare, Douglas T.	Senior Vice President	Englewood	Waste Sector Director
Dolson, Gretchen L.	Senior Vice President	Lincoln	Renewables Practice Leader
Dougherty, Malcolm X.	Senior Vice President	Sacramento	SW Region Transportation Business Group Director
Douglas, Jeffrey S.	Senior Vice President	Raleigh	Area Business Development Leader
Drahota, Steven M.	Senior Vice President	San Diego	Principal Transportation Project Manager
Drimmel, Joseph E.	Senior Vice President	Topeka	North Central Regional Director of Operations
Duty, Katie E.	Senior Vice President	Tampa	Employee Experience/Talent Development Dir
Eaton, Roger A.	Senior Vice President	Pittsburgh	Area Deputy Transportation Leader
Edelen, Benedict R.	Senior Vice President	Lexington	Southeast Regional Director of Operations
Ellwein, Tracy L.	Senior Vice President	Vancouver	NW Transportation Regional Business Group Director
English, Quint R.	Senior Vice President	Omaha	Engineering Company Controller
Erickson, Bryan R.	Senior Vice President	San Antonio	Professional Services and Delivery Director
Estes, Michael A.	Senior Vice President	Glen Allen	NE Region Transportation Business Group Director
Everson, Tony W.	Senior Vice President	Denver	Area Professional Services Manager
Falk, Michael W.	Senior Vice President	Sacramento	West Region Wastewater Market Sector Leader
Fanselau, Jason R.	Senior Vice President	Folsom	Southwest Client Development Leader
Ferrell, Stephen J.	Senior Vice President	Orlando	Senior Area Business Development Leader
Ferrier, Paul A.	Senior Vice President	Bellevue	Washington Transportation Business Group Manager
Field, Kip D.	Senior Vice President	Irvine	Southwest Regional Director of Operations
Frederiksen, Lee E.	Senior Vice President	Folsom	Senior Project Manager
Frommer, Jennifer A.	Senior Vice President	Columbus	Director of Marketing and Growth
Gilleran, Amy A.	Senior Vice President	San Francisco	Enterprise Services Director
Gouveia, Anthony	Senior Vice President	South Portland	Northeast Transit Lead
Grauman, Jack A.	Senior Vice President	Billings	Power Sector Alternative Delivery Director
Haley, Henry P.	Senior Vice President	Bellevue	Northwest Regional Director of Operations
Han, Jeffrey	Senior Vice President	Raleigh	Principal Project Manager
Harris, Jared R.	Senior Vice President	Billings	West Region Resources Business Group Director
Henderson, Jonathan R.	Senior Vice President	Raleigh	North Carolina Area Manager
Hereim, Scott A.	Senior Vice President	Billings	Power Delivery Principal
Hernandez, Cynthia	Senior Vice President	San Antonio	Central Texas Area Operations Manager
Hickox, Patrick P.	Senior Vice President	Pensacola	Transportation Director of Professional Services
Hino, Francis T.	Senior Vice President	Honolulu	Principal
Hise, Wallace	Senior Vice President	Salt Lake City	Federal Business Development Director
Hoff, Steven H.	Senior Vice President	Sioux Falls	Area Business Development Leader
Hoppy, Brian K.	Senior Vice President	Plymouth Meeting	Regional Federal Business Group Dir/EOC President
Howie, Bruce J.	Senior Vice President	Purchase	Waste Sector Business Development Director

Hunter, Craig J.	Senior Vice President	Omaha	Nebraska Iowa Transportation Business Group Mgr
Imhoff, Cory M.	Senior Vice President	Kansas City	Area Manager
Islam, Rashed T.	Senior Vice President	Round Rock	TBG Professional Services Director
Jackson, Douglas P.	Senior Vice President	Saint Louis Park	Transportation Project Management Director
Jackson, James E.	Senior Vice President	Boston	Area Business Development Leader
Johnson, Andrew D.	Senior Vice President	Austin	Professional Services Director, Resources
Johnson, Bradford L.	Senior Vice President	Salt Lake City	Professional Services Director
Johnson, Erik B.	Senior Vice President	Irvine	Director of Market Strategy - Federal
Johnson, Michael W.	Senior Vice President	Saint Louis Park	Water Professional Services Director
Kaatz, Kelly J.	Senior Vice President	Austin	Senior Management Consultant
Kalisiak, Kip C.	Senior Vice President	Raleigh	NC Water Business Group Professional Services Lead
Kennedy, Holly L.	Senior Vice President	Folsom	Strategic Planning Director
Keyes, Steven A.	Senior Vice President	Austin	Resources Business Group Director
Khoury, Eli R.	Senior Vice President	West Palm Beach	TBG Global Strategic Initiatives Director
Kim, Thomas T.	Senior Vice President	Irvine	Transportation Business Group Area Manager
Kinard, David A.	Senior Vice President	Charleston	SE Transportation Business Group Director
King, Stanley G.	Senior Vice President	Brentwood	Kentucky/Tennessee Area Operations Manager
Kinsella, Clarice M.	Senior Vice President	Bellevue	Resources Director of Program Management
Kienstad, Jason L.	Senior Vice President	Sioux Falls	Area Manager
Klovsky, Robert	Senior Vice President	Irvine	Transit Strategic Program Growth Director
Knosby, Mary P.	Senior Vice President	Charlotte	NC/SC Wastewater Market Sector Leader
Koenig, Kurt M.	Senior Vice President	Raleigh	East Region Resources Business Group Director
Kulpa, Sarah E.	Senior Vice President	Charlotte	Area Resources Business Group Manager
Labonte, Julie L.	Senior Vice President	San Francisco	Global Water Director of Program Management
Lantin, Anna Y.	Senior Vice President	Irvine	Southern California Area Operations Manager
Larson, Lisa M.	Senior Vice President	Seattle	RBG Infrastructure Advisory Services Director
LaTuso, Christopher	Senior Vice President	Purchase	Transportation Market Strategy Director
Lauderdale, Chance V.	Senior Vice President	Tampa	Drinking Water Market Sector Director
Lauzier, Andre E.	Senior Vice President	Lakewood Ranch	Transportation Planning and Design Director
Lewis, Hal E.	Senior Vice President	Jacksonville	Integration Director
Long, Stephen N.	Senior Vice President	Englewood	Area Business Development Leader
Lowrey, Kenneth J.	Senior Vice President	Denver	Water/Wastewater Business Group Operations Manager
Luttrell, Edwin C.	Senior Vice President	Charlotte	Hydropower Practice Principal
Lynch, James M.	Senior Vice President	Sacramento	Principal Project Manager
Marrow, John F.	Senior Vice President	Bellevue	Director of Market Strategy
Martin, R. Bradley B.	Senior Vice President	Denver	Area Manager
Matthews, Jessica L.	Senior Vice President	Bellevue	WA Area Transpo Bus Grp Bus Development Leader
McGlashan, Michael J.	Senior Vice President	Denver	TBG Program Delivery Services Director
McLaren, Mark	Senior Vice President	Tucson	West Region Transit Market Sector Director
M'Coy, William S.	Senior Vice President	Virginia Beach	Principal Project Manager
Meilleur, Aaron M.	Senior Vice President	Phoenix	Water Business Group President
Mercer, Adam S.	Senior Vice President	Indianapolis	Construction Services Director
Mikkelsen, Jason L.	Senior Vice President	Phoenix	West Region Business Group Director BES
Miller, Richard R.	Senior Vice President	Charlotte	Power Sector Principal Consultant
Minassian, Vatche R.	Senior Vice President	Purchase	NE WBG Regional Business Development Director
Mobley, Darrell B.	Senior Vice President	Fulton	Mid-Atlantic Trans Business Development Lead
Modi, Vijay R.	Senior Vice President	Virginia Beach	Mid-Atlantic Bridge Lead
Molina, Maria J.	Senior Vice President	Doral	South Florida Program Principal
Morgan, Teri J.	Senior Vice President	Austin	Area Real Estate Services Lead
Moses, Robert S.	Senior Vice President	Newark	Regional Transportation Business Group Director
Moyano, David Charles	Senior Vice President	Vancouver	Industrial Alternative Delivery Director
Muench, Brian P.	Senior Vice President	Saint Louis Park	Accounting Operations Director
Nagle, Jay C.	Senior Vice President	Orlando	Area Transportation Business Group Manager
Neethling, Johannes B.	Senior Vice President	Folsom	WTEM Business Class Technical Director
Neil, Jason E.	Senior Vice President	Boise	WRM Client Development Director
Nero, Wendy L.	Senior Vice President	Fort Collins	Water BG Director of Strategic Initiatives
Nesbitt, Kaia M.	Senior Vice President	Denver	UDPLA Cross Sector Director
Nidam, Susan R.	Senior Vice President	Dallas	Regional Business Development Leader
Ohlsen, Ronald G.	Senior Vice President	Everett	West Region Highways and Local Roads Leader
Paulino, Lara J.	Senior Vice President	Los Angeles	Area Business Development Leader
Peduzzi, Bill R.	Senior Vice President	Pittsburgh	Aviation Market Sector Director
Piner, Angela G.	Senior Vice President	Saint Louis Park	Power Market Sector Business Development Director
Quernemoen, Keith M.	Senior Vice President	Saint Louis Park	Area Professional Services Manager
Reiter, Jared C.	Senior Vice President	Charlotte	BES Professional Services Director
Rella, Robert J.	Senior Vice President	Charlotte	NC Resources Professional Services Lead
Riley, Joe T.	Senior Vice President	Philadelphia	Transportation Business Group Manager
Roche, Paul	Senior Vice President	London	Director of Operations (EMEA & APAC)
Ryon, Andrea L.	Senior Vice President	Vienna	Northeast Regional Director of Operations
Scholl, Colleen M.	Senior Vice President	Madison	Enterprise Risk Director
Scholz, Jenna G.	Senior Vice President	Everett	Northwest Region Water Business Group Director
Schroeder, Suzanna B.	Senior Vice President	New York	Principal Project Manager
Sharp, William H.	Senior Vice President	Omaha	Regional Highways Market Sector Lead
Sherwood, Michelle E.	Senior Vice President	Saint Louis Park	North Central Regional Business Group Manager
Shingleton, Bethany R.	Senior Vice President	Salt Lake City	Principal Program Manager
Slayton, Erin N.	Senior Vice President	Columbia	Director of Program Management
Smith, Robert W.	Senior Vice President	Pooler	Industrial Services Business Class Leader
Snyder, Kevin P.	Senior Vice President	Denver	Dams, Levees, and Civil Works BC Director

Soto-Daniels, Leticia	Senior Vice President	Springfield	Federal Market Sector Director
Stober, John T.	Senior Vice President	Columbia	Utility Management Svcs Business Class Director
Stoddard, Angie M.	Senior Vice President	Houston	Area Business Development Leader
Suero, Will J.	Senior Vice President	Fort Lauderdale	South Florida Business Development Leader
Swindell, Brian A.	Senior Vice President	Dallas	North Texas Transportation Business Group Manager
Thornton, Richard B.	Senior Vice President	Fort Collins	Water Resources Project Manager
Tippey, Brent A.	Senior Vice President	Lexington	Drinking Water Business Development Director
To, Linc H.	Senior Vice President	Folsom	Water Client Development Leader
Todd, Scott R.	Senior Vice President	Mobile	Water Business Group Business Development Director
Tso, Sam W.	Senior Vice President	Las Vegas	West Region Transportation Business Group Director
Tucker, Matthew O.	Senior Vice President	Atlanta	Global Transit Market Sector Director
Tugman, Michael F.	Senior Vice President	Virginia Beach	Principal Project Manager
Van Ravenswaay, Brenda	Senior Vice President	Vienna	Northeast Region Water Business Group Director
Walsh, Claudia A.	Senior Vice President	Virginia Beach	Mid-Atlantic Highways Market Sector Lead
Walsh, Margaret E.	Senior Vice President	Chicago	ACE Client Development and SP Team Leader
White, Stephanie L.	Senior Vice President	Denver	Cross Sector Services Director
Wiegert, Christine A.	Senior Vice President	Saint Louis Park	Area Manager
Williams, Ann E.	Senior Vice President	Omaha	Nebraska Iowa Area Manager
Wong, David W.	Senior Vice President	Rosemont	Transportation BG Client Development Director
Word, Justin A.	Senior Vice President	Round Rock	Central TX Transportation Business Group Manager
Yosten, Andrew J.	Senior Vice President	Omaha	BES Business Group President
Young, Patrick R.	Senior Vice President	Kansas City	South Central Region Water Business Group Director
Young, Thomas W.	Senior Vice President	Houston	Industrial Sector Director
Zuehls, Matthew G.	Senior Vice President	Saint Louis Park	North Central Resources Business Group Director
Ettlich, Bill F.	Senior Vice President - PT	Folsom	Senior Electrical Engineer
Hales, Charlie A.	Senior Vice President - PT		
Reardon, David J.	Senior Vice President - PT		
Abernathy, Charles A.	Vice President	Charlotte	North Carolina Business Development Leader
Aboagye Atta, Kwadwo	Vice President	Atlanta	Southeast Transit Market Sector Lead
Acay, Nicolas M.	Vice President	Colorado Springs	Program Management Services Leader
Adams, Bryan	Vice President	Salt Lake City	Principal Program Manager
Adams, Kelly L.	Vice President	Honolulu	Federal Business Group Manager
Adams-Weber, Jessica J.	Vice President	Kansas City	North Central Region Water Business Group Director
Adelekan, Yetunde T.	Vice President	Woodcliff Lake	Renewables Regional Leader
Albrecht, Erica L.	Vice President	Louisville	KY/TN Transportation Business Group Manager
Alsop, Richard R.	Vice President	Charlotte	Managing Principal
Altendorf, Christine T.	Vice President	Arlington	Federal Director of Program Management
Anschell, Scott E.	Vice President	Olympia	Resources Management Consulting BC Lead
Aranha-Scott, Serese M.	Vice President	Fulton	Senior Program Manager
Arms, Jeffrey B.	Vice President	Orlando	Area Operations Manager
Aurit, Scott A.	Vice President	Omaha	NE/IA Water Business Group Project Delivery Leader
Bacsikin, Ronald S.	Vice President	Riverside	Transportation Program Manager
Barber, Andy A.	Vice President	Louisville	Transportation Area Business Development Leader
Barton, Michael J.	Vice President	Tucson	Area Transportation Business Group Manager
Bathurst, Lucas A.	Vice President	Fort Worth	Area Manager
Bauman, Jim M.	Vice President	Ann Arbor	Michigan Resources Business Group Manager
Bauman, Ryan P.	Vice President	Saint Louis Park	Senior Project Manager
Baysden, Robert M.	Vice President	Charlotte	Area Business Development Manager
Beining, William F.	Vice President	Pittsburgh	PA/WV Transportation Commercial Manager
Berger, Buzz M.	Vice President	Walnut Creek	Railway Design Business Class Director
Bergschneider, Kevin H.	Vice President	Denver	Business Development Lead
Bertram, Michael H.	Vice President	Vancouver	Senior Project Manager
Biglen, Douglas K.	Vice President	Dallas	North Texas Conveyance Program Lead
Billman, Daniel W.	Vice President	Juneau	Senior Civil Engineer
Bintrim, James W.	Vice President	Pittsburgh	PA/WV Alternate Delivery Manager
Birkelbach, Ronald L.	Vice President	Pittsburgh	Northeast Systems Lead
Bisson, Doug J.	Vice President	Omaha	Central Region Director, Urban Design
Bittancourt, Melisa A.	Vice President	Folsom	Principal Program Manager
Black, Daniel J.	Vice President	Omaha	Nebraska Iowa Power Section Manager
Blanchard, Brian A.	Vice President	Tallahassee	Area Highways Market Sector Leader
Blascovich, Sara J.	Vice President	Mechanicsburg	Resources Business Group Manager
Bond, Matt M.	Vice President	Topeka	Principal Program Delivery Manager
Bougdanos, Gene L.	Vice President	Los Angeles	Transportation Program Manager
Bresette, Aaron J.	Vice President	Overland Park	BES Business Group Area Manager
Brewer, Brianna L.	Vice President	Folsom	Area Business Development Leader
Brown, Bridget A.	Vice President	Bellevue	Geospatial Cross Sector Director
Brown, Christopher D.	Vice President	Portland	BES Technology Practice Leader
Brown, Jerome W.	Vice President	Washington	Quality Office Director
Brown, Thomas W.	Vice President	Austin	Geospatial Business Development Lead
Brownlow, Richard A.	Vice President	Atlanta	Southeast Regional Business Development Director
Buerkle, Brandon M.	Vice President	Englewood	Transmission Business Class Leader
Bunch, David G.	Vice President	St. Louis	Area Water Business Group Manager
Bunner, Matthew A.	Vice President	Pittsburgh	Structures Section Manager
Burdette, Nicholas J.	Vice President	Pittsburgh	Northeast Region Bridge Lead
Burke, Kevin M.	Vice President	Orlando	Power Delivery Program Management Leader
Burles, Holly G.	Vice President	Walnut Creek	Area Professional Services Manager
Buttenob, John M.	Vice President	Salt Lake City	Principal Project Manager

Butterfield, Michael C.	Vice President	Cedar Rapids	Water/Wastewater Project Manager
Cantwell, Joel R.	Vice President	Dallas	South Central Region Wastewater Treatment BCL
Carani, David J.	Vice President	Columbia	Water Business Development Manager
Carlson, Jonathan D.	Vice President	Billings	Montana Resources Business Group Manager
Carlson, Katrina A.	Vice President	Omaha	Assistant Regional Accounting Director
Carlton, John G.	Vice President	San Diego	Solid Waste Business Class Area Leader
Chapman, Matt M.	Vice President	Honolulu	Water/Wastewater Program Manager
Chilingaryan, Vartan	Vice President	Los Angeles	BES Business Group Area Manager
Chin, Allen E.	Vice President	Honolulu	Federal Principal Program Manager
Ching, Troy K.	Vice President	Wailuku	Water Business Group Manager
Chino, Sheryl D.	Vice President	Paducah	Funding Practice Lead
Christensen, James J.	Vice President	Phoenix	Senior Transportation Project Manager
Christoffels, Mark A.	Vice President	Long Beach	Principal Engineer Highway
Cobb, Samuel D.	Vice President	Pensacola	Civic Affairs Director
Coleman, Brandon J.	Vice President	Kansas City	WW Treatment & Effluent Mgmt. Business Class Lead
Collins, Amanda J.	Vice President	Omaha	Sr Accounting & Financial Rpt Mgr/Ast Eng Controll
Connor, Nancy F.	Vice President	Vienna	Mid-Atlantic Transportation Business Group Manager
Cook, Matthew J.	Vice President	Fort Collins	Federal Water Market Sector Director
Correll, Mark A.	Vice President	Vienna	Air Force Programs Director
Croft, Chad A.	Vice President	Bend	Northwest Region Hydropower Practice Leader
Cunningham, John P.	Vice President	Purchase	NY/NJ CCC Commercial Manager/Operations Manager
Czarnecky, James T.	Vice President	Nashville	Principal Program Manager
Daley, Gabriel J.	Vice President	Tyler	Commercial Management Director
Darby, Michael M.	Vice President	Charleston	Office Principal
Davidson, Ted E.	Vice President	Orlando	Southeast Region Bridge Leader
Davis, Chad R.	Vice President	Pittsburgh	Area Operations Manager (PA, OH & WV)
Davis, David S.	Vice President	Woodcliff Lake	NY/NJ Area Cross Sector Manager
Dawson, Elizabeth J.	Vice President	Folsom	Southwest Regional Irrigation Practice Leader
Dehn, Bill W.	Vice President	Phoenix	Principal Transportation Project Manager
DeMarco, Matthew J.	Vice President	Harrisburg	East Region Project Controls Lead
Dhar, Ankit	Vice President	Boston	Industrial Section Manager
Dickerson, Nathan P.	Vice President	Omaha	Union Pacific Client Manager
Diequez, Miguel	Vice President	Jacksonville	Navy Programs Director
Dierking, Paul B.	Vice President	Saint Louis Park	Senior Water Resources Project Manager
Dillon, Katherine M.	Vice President	Bellevue	Northwest Regional Business Development Director
DiVirgilio, Eric C.	Vice President	Bedford	New England Rail/Transit Department Manager
Dohrendorf, Jasper A.	Vice President	Missoula	Distribution Business Class Leader
Domalik, Daniel E.	Vice President	Pittsburgh	TBG Principal Project Quality Manager
Doornink, Justin D.	Vice President	Portland	NW Region Bridge Leader
Dorf, Aaron L.	Vice President	Portland	Federal Business Group Manager
Dortch, Stephen W.	Vice President	Tampa	East Region Maritime Market Sector Lead
Dunham, Alison L.	Vice President	Denver	Area Marketing Manager
Dupilka, Erik H.	Vice President	Virginia Beach	Mid-Atlantic Federal Business Group Manager
Duschang, John H.	Vice President	Woodcliff Lake	Environmental Sciences Cross Sector Director
Dwyer, Blaine N.	Vice President	Denver	Water Supply Management Business Class Director
Eggleston, Christopher E.	Vice President	Roanoke	Senior Project Manager
Eisele, Ryan L.	Vice President	Kansas City	MO/KS Water Business Group Project Delivery Leader
Engel, John J.	Vice President	Omaha	Water Resources Principal Project Manager
Engelbert, Patrick J.	Vice President	Omaha	Nebraska/Iowa Area Water Business Group Manager
Enger, Leigh A.	Vice President	Salem	Right of Way Cross Sector Director
Enriquez, Jose L.	Vice President	Houston	Texas Aviation Market Sector Lead
Erickson, Timothy D.	Vice President	Billings	Montana Area Operations Manager
Estrada, Gregorio	Vice President	Irvine	Southwest Region Wastewater Treatment BC Leader
Faria, Paulo G.	Vice President	New York	Design Director, Transportation Architecture
Fauteux, Ricky D.	Vice President	Charleston	Bridges & Structures Program Delivery Leader
Femmer, Carlos	Vice President	Lafayette	Geomatics and Remote Sensing Cross Sector Director
Ferguson, Keith A.	Vice President	Denver	Dams Technical Advisor
Ferguson, Matthew W.	Vice President	Omaha	Nebraska Iowa Power Client Development Leader
Ferland, Lance M.	Vice President	Dallas	North Texas Water Business Group Manager
Fewins, Lisa	Vice President	Topeka	Corporate Sustainability Director
Fish, Timothy J.	Vice President	Charlotte	East Region Aviation Market Sector Leader
Fisher, Gregory M.	Vice President	Purchase	Principal Project Manager
Fleming, William F.	Vice President	Dallas	Transportation Professional Service Leader
Fort, Jason R.	Vice President	Phoenix	Arizona/New Mexico Area Operations Manager
Fowler, Melanie E.	Vice President	Tampa	Water Business Group Quality Manager
Friedman, Steven A.	Vice President	Irvine	Area Water Business Group, Project Delivery Leader
Froscheiser, Keith A.	Vice President	Omaha	Area Professional Services Manager
Fuhrmann, Mark W.	Vice President	Saint Louis Park	Senior Project Manager
Fuller, Jason A.	Vice President	Pittsburgh	Senior Project Manager
Gambrell, Raven W.	Vice President	Columbia	Office Principal
Garcia, Blair R.	Vice President	Virginia Beach	Global Maritime Market Sector Director
Garcia, Jesse	Vice President	San Antonio	Senior Project Manager
Garraffa, Ron C.	Vice President	Baltimore	Principal Construction Program Manager
Garrido, Lorenzo C.	Vice President	San Diego	Principal Transportation Project Manager
Garrod, Justin S.	Vice President	Bellevue	Transit & Rail Construction Mngmt Practice Leader
Garufi, Katherine A.	Vice President	Englewood	Federal Resources Market Sector Director
Geesey, Brett L.	Vice President	Lafayette	Louisiana/Mississippi Area Operations Manager

Geisler, James M.	Vice President	Omaha	Managing Director of Information Technology
Gesell, Greg H.	Vice President	Omaha	Senior Solid Waste Engineer/Project Manager
Gibson, James B.	Vice President	Syracuse	Hydropower Relicensing Business Class Leader
Gipson, Chad A.	Vice President	Portland	Oregon Resources Business Group Manager
Gipson, Dean J.	Vice President	San Diego	Water Business Group Area PSL
Gnibus, Timothy D.	Vice President	Irvine	Resources Business Group Manager
Goepel, Christian J.	Vice President	Walnut Creek	Freight Rail Market Sector Leader
Goldwasser, Sean M.	Vice President	Kansas City	Water BG Director of Owner Advisor Services
Gonzalez, Janet R.	Vice President	Madison	TBG Advisory Services Director
Gonzalez, Jose M.	Vice President	San Antonio	Transportation Project Delivery Leader
Goolla, Sampath	Vice President	Walnut Creek	Rail/Transit Market Sector Leader
Gorugantula, Srikanth	Vice President	Fulton	East Region WRM Market Sector Lead
Gough, Matthew S.	Vice President	Fort Collins	Wastewater Business Class Lead
Gould, Thomas E.	Vice President	Olympia	Water Economics and Finance Director
Grady, David R.	Vice President	Charlotte	Senior Pumped Storage Principal
Grenoble, Bruce A.	Vice President	Raleigh	Hydropower Practice Dams Lead
Grimstad, James E.	Vice President	Billings	RBG Professional Services Program Manager
Gros, Stephane	Vice President	Washington	Principal Economist
Gross, William	Vice President	Pittsburgh	Transportation Section Manager
Grubstein, Michael Y.	Vice President	San Diego	Transportation BG Professional Services Leader
Gunderson, Adrian A.	Vice President	Walnut Creek	Senior Project Manager
Guthrie, Kyle R.	Vice President	Brentwood	Southeast Region Water Business Group Director
Habben, Craig E.	Vice President	Pierre	Senior Water Project Manager
Hadipour, Kash	Vice President	Los Angeles	West Region Aviation Market Sector Leader
Hadler, Edith M.	Vice President	Bellevue	Market Sector Wastewater Delivery Program Manager
Haeckler, Chris W.	Vice President	Dallas	Pump Station & Pipeline Business Class Lead
Hager, Mark S.	Vice President	Riverside	Senior Highway Project Manager
Hahn, Philip R.	Vice President	Denver	Colorado Transportation Project Delivery Leader
Hall, Chad D.	Vice President	Kansas City	Area Transportation Business Group Director
Hall, Mark E.	Vice President	Tampa	Regional Accounting Director
Halsted, Patrick A.	Vice President	Omaha	Freight Rail Construction Services Lead/Senior PM
Hamilton, Dustin L.	Vice President	Rapid City	Transportation Business Group Manager
Hancock, Richard W.	Vice President	Raleigh	North Carolina Area Market Strategy Leader
Hans, Jeffrey P.	Vice President	Pittsburgh	Area Business Development Leader
Hansen, John M.	Vice President	Orlando	Principal Project Manager
Hanson, Rhonda S.	Vice President	Orlando	Area Resources Business Group Manager
Haraguchi, Gail Y.	Vice President	Honolulu	Area Client Development Leader
Hardgrove, Bob R.	Vice President	Boise	Principal Engineer / Client Service Leader
Harrison, Todd L.	Vice President	Seattle	Managing Principal/Program Manager
Heavin, Scott S.	Vice President	Kansas City	Transportation Business Development Leader
Hecht, James R.	Vice President	San Diego	Senior Transit Project Manager
Heffron, Tammy C.	Vice President	Denver	Bridge & Structures Strategic Program Growth Dir
Hein, Thomas M.	Vice President	Rosemont	TMT Resource Manager
Henderson, Colin	Vice President	Doral	Environmental Section Manager
Higgins, Michael S.	Vice President	Sacramento	Ports and Maritime Market Sector Leader
Hill, Bart B.	Vice President	Rosemont	Oil Gas and Chemicals Business Development Lead
Hoffman, Rob W.	Vice President	Dallas	South Central Business Development Director
Honsberger, Heather L.	Vice President	New York	NYNJ TBG Business Development Lead
Housner, Lindsay A.	Vice President	Chicago	Corporate Communications Director
Howard, Keith A.	Vice President	Tallahassee	Solid Waste Facilities Practice Lead
Hughes, Chris M.	Vice President	Juneau	Senior Highway and Roads Engineer
Hyland, Emily B.	Vice President	Saint Louis Park	RBG Cross Sector Professional Services Director
Hynes, Michael W.	Vice President	Irvine	Area Highway Market Sector Leader
Hyre, John B.	Vice President	Tampa	East Region Transportation Commercial Manager
Jackson, Suzanne	Vice President	Pennington	Regional Accounting Director
Jacobs, Michael C.	Vice President	Pittsburgh	Pipeline Service Line Co-Lead Distribution
Jeffcoat, Stuart B.	Vice President	Atlanta	Georgia-Alabama Area Manager
Jensen, Todd R.	Vice President	Spokane	NW Region Construction Mngmt Business Class Lead
Johnson, Andrew S.	Vice President	Portland	NW Strategic Pursuits Lead
Johnson, Victoria V.	Vice President	Atlanta	Water Business Group Equity Director
Jones, Kathryn A.	Vice President	Saint Louis Park	Area Water Client Development Leader
Joy, Brandon M.	Vice President	Denver	Project Controls Director
Judd, Lee A.	Vice President	Atlanta	Program Management Lead
Kaffar, Lee W.	Vice President	Sioux Falls	Business Development Manager
Kalis, Michael P.	Vice President	Kansas City	Project Principle Engineer
Kampman, Nathan G.	Vice President	Cedar Rapids	Client Development Lead - Water Business Group
Keane, Joe	Vice President	New York	Principal Program Manager
Keithley, Christina M.	Vice President	Walnut Creek	Resources Business Group Manager
Keller, Kevin K.	Vice President	Topeka	Intermodal Planning Practice Lead
Kempf, Gregory A.	Vice President	Raleigh	East Region Alternative Delivery Manager
Kenny, Benjamin T.	Vice President	Omaha	Nebraska/Iowa Resources Business Group Manager
Kerns, Jason R.	Vice President	Newport News	Mid-Atlantic Wastewater Market Sector Leader
Kerr, Cadence C.	Vice President	Olympia	NW Region Right of Way Lead
Key, Dustin D.	Vice President	Dallas	Regional Accounting Director
Khosla, Karan	Vice President	Houston	Texas Gulf Coast Area Operations Manager
Khou, Try V.	Vice President	Long Beach	Senior Maritime Project Manager
Killen, Sis L.	Vice President	Chicago	Illinois/Indiana Area Operations Manager

Kimble, Scott A.	Vice President	New York	Section Manager Team Leader Architecture
King, Jonathan M.	Vice President	Austin	Transportation Business Group Accounting Director
Klennert, Jennefer L.	Vice President	Saint Louis Park	North Central Solid Waste Planning Lead
Knowlton, Chip H.	Vice President	Raleigh	Director of Asset Management and Performance
Koch, John E.	Vice President	Olympia	Senior Project Manager
Kohagura, Ligaya C.	Vice President	Folsom	Pump Station & Pipeline Business Class Leader
Kohl, Anna J.	Vice President	Anchorage	Alaska Area Operations Manager
Kolkman, Laycee L.	Vice President	Fort Collins	Traffic Business Class Director
Konda, Teresa C.	Vice President	Omaha	NE/IA Water Professional Services Lead
Kotchian, Girair A.	Vice President	Irvine	Project Delivery Leader
Krieger, Ruth L.	Vice President	New York	Transport Architecture Business Class Director
Kriete, Kevin C.	Vice President	St. Louis	Senior Transportation Project Manager
Kuntz, Greg L.	Vice President	St. Louis	MO-KS TBG Project Delivery Leader
Kurten, David E.	Vice President	Pennington	BES Business Group Delivery Director
Laber, Gabriel G.	Vice President	Sioux Falls	Business Development Manager
LaFata, Cathy P.	Vice President	Bedford	Principal Consultant
Leshko, Brian J.	Vice President	Harrisburg	IIAM Sr. Principal Technical Advisor
Lew, David B.	Vice President	Irvine	Highway Section Manager
Livas, Katie L.	Vice President	Dallas	Area Drinking Water Market Sector Lead
Longsdorf, Jason M.	Vice President	Denver	Transportation Business Development Leader
Lovan, Randy B.	Vice President	Irvine	Area Water Construction Services Business CL
Low, Garrett S.	Vice President	Oakland	Highways and Roads Market Sector Leader
Lykens, Ken E.	Vice President	Denver	Market Strategy Director - Water Business Group
Macek, Nathan M.	Vice President	Washington	Infrastructure Finance Director
Maguire, Molly M.	Vice President	Omaha	Federal Pursuit Team Leader
Manso, Javier	Vice President	Doral	Southeast FL Transportation Business Group Leader
Marr, Scott A.	Vice President	Houston	TX GC Business Group Manager/Office Principal
Marshall, Scott R.	Vice President	Spokane	Senior Transportation Project Manager
Martin, Bryan S.	Vice President	Austin	Area Dams Levees Civil Works Business Class Lead
Martin, Montserrat	Vice President	Irvine	Bridges and Structures Area Business Class Leader
Martin, Nate H.	Vice President	Fargo	Federal Professional Services Director
McGregor, George W.	Vice President	Jacksonville	Principal Program Manager
McMahon, Doran O.	Vice President	Austin	Senior Power Delivery Project Manager
McNally, James F.	Vice President	Rosemont	Area Transportation Business Group Manager
McPherson, John L.	Vice President	Phoenix	Transportation Environmental Services Director
McPherson, Ronald L.	Vice President	Anchorage	West Region Coastal Program Cross-Sector Lead
Meehan, Paul A.	Vice President	Raleigh	North Carolina Area Transportation BGM
Meroney, Michael P.	Vice President	Houston	Transportation Business Group Manager
Mesbah, Elizabeth K.	Vice President	Folsom	Northern California Area Operations Manager
Metz, Lee A.	Vice President	North Charleston	Electrical Section Manager
Meyer, Kelly R.	Vice President	Louisville	KY/TN BES Business Group Manager
Miller, Mike D.	Vice President	San Antonio	Federal Alternative Delivery Director
Miller, Scott R.	Vice President	Phoenix	Southwest Transit Planning Practice Lead
Mizera, Craig M.	Vice President	Bismarck	DOT'S Market Sector Lead
Montgomery, Tommy D.	Vice President	Atlanta	GA/AL Transportation Business Development Leader
Moody, Will W.	Vice President	Raleigh	Southeast Highways Business Class Lead
Moore, David B.	Vice President	Corpus Christi	Waterfront Infrastructure Business Class Director
Moore, Tim O.	Vice President	Virginia Beach	Mid-Atlantic Water Client Development Leader
Moore, Travis T.	Vice President	Denver	Colorado BES Business Group Manager
Moran, William H.	Vice President	Sioux Falls	Dakotas/Wyoming Water Lead
Morrison, Matthew J.	Vice President	Bismarck	Distribution Planning Sub-Business Class Leader
Morton, Ty W.	Vice President	Tucson	AZ/NM Wastewater Market Sector Leader
Mosteller, Kevin K.	Vice President	Charlotte	Operations Strategic Initiatives Director
Mowat, Robert E.	Vice President	Austin	Transportation Electrified Mobility Practice Lead
Munoz, Kristin M.	Vice President	Woodcliff Lake	NY/NJ WBG Area Business Development Manager
Murali, Arun	Vice President	Dallas	South Central Power Generation Practice Leader
Murray, Jeffrey S.	Vice President	Raleigh	RBG Waste Services Business Class Lead
Mustar, Jennifer G.	Vice President	Greenville	South Carolina Area Manager
Ngau, Guinevere	Vice President	New York	Transportation Commercial Management Practice Lead
Nguyen, Chau-Ha T.	Vice President	Denver	Transportation Client Development Leader
Nguyen, Hank T.	Vice President	Irvine	Senior Highway Project Manager
Nixon, Trevor N.	Vice President	Portland	TMT West Region Market Sector Leader
Nodolf, Justin M.	Vice President	Seattle	Regional Federal Business Group Director
Null, Roger D.	Vice President	Dallas	Utility Management Services National Practice Lead
Nye, Joe J.	Vice President	Irvine	Water Business Group Area Manager
Ochoa, Analette A.	Vice President	Walnut Creek	Transportation Professional Services Area Leader
O'Connor, David A.	Vice President	Tampa	Client Development Leader
Olson, Craig A.	Vice President	Folsom	Principal Project Manager
O'Neill, Patrick W.	Vice President	San Diego	Environmental Services Business Class Area Leader
Osier, Jon E.	Vice President	Boise	Idaho Area Operations Manager
Osvalds, Andy J.	Vice President	Irvine	Freight Rail Market Sector Area Leader
Overbay, Adam D.	Vice President	Charlotte	NC/GA BES Business Group Manager
Owens, Rick L.	Vice President	North Charleston	South Carolina BES Group Manager
Owens, Todd D.	Vice President	Jefferson City	Senior Commercial Manager
Paananen, Ronald J.	Vice President	Seattle	Senior Transportation Program/Project Manager
Palilla, Marco J.	Vice President	Folsom	Water Marketing Manager
Pallari, Kimberly L.	Vice President	Folsom	Client Development Leader

Palmatier, Alexander M.	Vice President	Winston Salem	UMS Business Class Technical Director
Pappas, Karen R.	Vice President	Walnut Creek	Southwest Region Water Business Group Director
Pappas, Peter G.	Vice President	New York	Area Transportation Business Group Manager
Parker, Cristopher L.	Vice President	Austin	South Central Dams/Levees Business Class Lead
Parvis, Patricia A.	Vice President	Trenton	Senior Waste Project Manager
Patel, Sameer N.	Vice President	Canton	Substation Business Class Leader
Pearce, Samuel W.	Vice President	San Antonio	BES South Central Regional Business Group Director
Perez, Carla R.	Vice President	Denver	Advisory Services Principal Consultant
Perez, Pete G.	Vice President	San Antonio	Federal Business Group Quality Manager
Perkins, Ronald R.	Vice President	Folsom	Construction Management Business Class Director
Perlberg, Brian R.	Vice President	San Antonio	BES Area Professional Service Leader
Perry, Thomas R.	Vice President	Washington	Senior Program Manager/Office Principal
Peters, DelRon V.	Vice President	Sioux Falls	Dakotas/Wyoming Water Business Group Manager
Phillips, Jason R.	Vice President	Phoenix	Water Supply Management BCL for Irrigation
Pietz, Kenny J.	Vice President	Covington	Construction Oversight Manager
Planck, Samuel M.	Vice President	Folsom	Principal Hydraulic Structures Engineer
Plummer, Mike D.	Vice President	Charlotte	Area Waste Sector Lead
Pohlmann, Mark D.	Vice President	Seattle	Senior Transportation Project Manager
Pollack, Leslie D.	Vice President	Round Rock	Traffic Business Class Lead/Office Principal
Popenhagen, Brandi M.	Vice President	Madison	Multimodal Corridor Planning Practice Leader
Porto, Neil A.	Vice President	New York	Senior New York Transportation Program Manager
Porzillo, Patrick	Vice President	Washington	Transit Engineering Business Class Director
Potthast, Andrew J.	Vice President	St. Louis	St Louis Office Principal
Potthoff, Edward L.	Vice President	Albuquerque	Principal Project Manager
Poussard, Terri A.	Vice President	South Portland	Power Generation Practice Leader
Powell, James E.	Vice President	Charlotte	RBG Alternative Project Delivery Lead
Price, Kristina M.	Vice President	Jacksonville	Highway Section Manager
Prieto, Juan C.	Vice President	Doral	South Florida Operations Manager
Pucci, Michael W.	Vice President	Purchase	Federal Program Manager
Putnam, Mary S.	Vice President	Omaha	Transportation Marketing & Communications Director
Quiggle, Robert J.	Vice President	Syracuse	Resources Business Group Manager
Quigley, Patricia K.	Vice President	Denver	Commercial Management Cross Sector Services Lead
Raibley, Timothy J.	Vice President	Folsom	Senior Project Manager
Ramanathan, Mallika	Vice President	Walnut Creek	Wastewater Market Sector Leader
Ray, Brian G.	Vice President	Omaha	Area Business Development
Rayfield, Travis J.	Vice President	Kansas City	North Central WRM Market Sector Leader
Reed, Scott M.	Vice President	Saint Louis Park	Environmental Sciences & Planning Practice Leader
Register, Marlin A.	Vice President	Tampa	Area Highway Business Class Leader
Reichert, Kevin C.	Vice President	Glen Allen	Area Operations Manager (VA, MD, DC)
Render, Rayanne	Vice President	Omaha	Regional Accounting Director
Renner, Paula S.	Vice President	Omaha	Strategy & Market Development Director
Rennoldson, David C.	Vice President	Seattle	Marketing and Communications Director
Revis, Coralynn L.	Vice President	Missoula	Montana Water Business Group Manager
Rhoda, Jeff C.	Vice President	Saint Louis Park	Area Transportation Business Development Leader
Rice, James R.	Vice President	Raleigh	North Carolina Area Professional Services Leader
Richardson, Lisa M.	Vice President	Omaha	Senior Environmental Project Manager
Richardson, Robert D.	Vice President	Los Angeles	Bridge & Structures Operations Director
Richter, Jason A.	Vice President	Dallas	NTX/OK/AR Roadway Lead
Rittershaus, Stephanie G.	Vice President	Omaha	Strategic Communications Cross Sector Director
Roach, Tom F.	Vice President	Boston	Area Operations Manager (New England)
Robinson, Bradford C.	Vice President	Bedford	Director of Project Controls
Rodgers McGraw, Kendra R.	Vice President	Colorado Springs	Federal Geospatial Director
Rodgers, Joshua M.	Vice President	Tampa	Area Water Business Group Manager
Rorabacher, John D.	Vice President	Boise	RBG Construction Field Services Practice Lead
Rosca, Gheorghe	Vice President	Irvine	Area Professional Services Manager
Rouse, John W.	Vice President	Raleigh	Maritime and Federal Market Sector Leader
Roy, Santanu	Vice President	Orlando	Global Transportation Planning Director
Rozario, Calcino J.	Vice President	Cleveland	Control Systems Practice Lead
Sachsenmaier, Zachary J.	Vice President	Lincoln	Fire & Life Safety Director
Saffels, Ryan D.	Vice President	Kansas City	Principal Project Manager
Salazar, Joshua A.	Vice President	Ann Arbor	Transportation Business Group Manager
Sanghai, Vikrant S.	Vice President	Walnut Creek	Transportation Business Group Manager
Saunders, David K.	Vice President	Winston Salem	North Carolina Water Business Group Manager
Schmedes, Richard W.	Vice President	Charlotte	Rail and Transit Systems Business Class Director
Schneider, John A.	Vice President	Bismarck	National Substation Physical Design Sub-BCL
Schneider, Nicholas L.	Vice President	Billings	Senior Power Program Manager
Schnell, Steven J.	Vice President	Jacksonville	Area Transportation Planning Business Class Leader
Schroeder, Jim K.	Vice President	Corpus Christi	Senior Program Manager
Schwaller, Jennifer L.	Vice President	Kansas City	Cross-Sector Lead
Selhorst, Matthew T.	Vice President	Columbus	OH/WV Area Business Development Leader
Serpico, Stephanie L.	Vice President	Salt Lake City	Utah Transportation Business Group Manager
Sewell, Christopher J.	Vice President	Walnut Creek	Transportation Hydraulics Business Class Leader
Shah, Keyur V.	Vice President	Irvine	Digital Advisory Director
Shahar, Amy S.	Vice President	Charleston	Strategic Communications Director Water BG
Sharp, Brandi L.	Vice President	Atlanta	Southeast Power Client Development Leader
Sharpe, Adam J.	Vice President	Raleigh	Utility Planning Practice Lead
Shea, Edward J.	Vice President	Vienna	Area Utility Management Services Lead

Sheehan, Victoria F.	Vice President	Washington	Highways and Roads Market Sector Director
Sheppard, Alan A.	Vice President	Pooler	LNG Service Line Lead
Sherk, John E.	Vice President	Nashville	Senior Project Manager
Shockley, Adam C.	Vice President	Austin	Area Business Water Group Manager
Shrivastava, Amit	Vice President	Omaha	Wastewater Market Sector Lead
Shroff, Darius H.	Vice President	Dallas	Data Center Project Management Delivery Lead
Shultz, Matthew A.	Vice President	Charlotte	Principal Project Manager
Siebenaler, April S.	Vice President	Portland	Senior Project Manager
Sigler, William B.	Vice President		
Sklavounakis, Christothea	Vice President	New York	Northeast Alternate Delivery Lead
Smart, Craig W.	Vice President	Las Vegas	Nevada Area Operations Manager
Smith, Anna Lynn	Vice President	Philadelphia	Intercity & HS Rail Practice Group Leader
Smith, Clark P.	Vice President	North Charleston	Structural & Civil Group Leader
Snead, Jerry W.	Vice President	Dallas	South Central Condition Assessment BC Lead
Solis, Alejandro J.	Vice President	Fulton	Transportation Economics & Statistics Director
Soronson, Marc K.	Vice President	Phoenix	Senior Project Principal
Soubra, Khaled S.	Vice President	Ann Arbor	Michigan Area Manager
Spain, Stephen D.	Vice President	South Portland	Federal Hydropower Leader
Spargo, Ben W.	Vice President	Mechanicsburg	Principal Program Manager
Spradling, Joe J.	Vice President	Des Moines	Iowa Office Principal
Srb-Vampola, Kandi K.	Vice President	Omaha	Nebraska Iowa Federal Client Development Leader
Stadem, Nicholas K.	Vice President	New York	Senior Project Manager
Stahulak, Jamie J.	Vice President	Milwaukee	Central Region Power Delivery Practice Leader
Staud, Amy M.	Vice President	Charleston	West Virginia Transportation Leader
Stewart, Eric J.	Vice President	Austin	Water Business Group Professional Services Leader
Stone, Matt T.	Vice President	Anchorage	Highways Business Class Global Director
Suarez, Erki	Vice President	Doral	District 6 GEC Program Principal
Sullivan, Allen R.	Vice President	Colorado Springs	Colorado Federal Business Group Manager
Sullivan, Gerald R.	Vice President	Springfield	Industrial Program Management Lead
Sutton, David S.	Vice President	Dallas	Office Principal
Szewczyk, Dawn B.	Vice President	Honolulu	Hawaii and Pacific Area Operations Manager
Tam, Helena L.	Vice President	New York	Senior Project Manager
Tankersley, Eugene B.	Vice President	Phoenix	RBG Construction Field Services BCL
Thoburn, Bradford G.	Vice President	Jacksonville	Transportation Strategic Planning Practice Leader
Thomas, James A.	Vice President	Austin	SC Environmental Sciences Permitting Lead
Thomas, John C.	Vice President	Houston	West Region Alternative Delivery Manager
Thomas, Johnathan L.	Vice President	Louisville	KY/TN Water Business Group Manager
Thuman, Andrew J.	Vice President	Providence	Water Quality Technical Lead
Ulmer, Jerry R.	Vice President	North Charleston	Mechanical Section Manager
Unger, Audrey C.	Vice President	Phoenix	Area TBG Professional Services Leader
Vail, Tim R.	Vice President	Houston	Area Water Business Group Manager
Valentine, Daniel S.	Vice President	Round Rock	Area Transportation Business Development Leader
Vander Ley, Dean A.	Vice President	Arlington	East Region Federal Business Group Director
Vasiljevic, Milos P.	Vice President	Phoenix	Transport Program Management Services Director
Vaugh, Samuel K.	Vice President	Austin	Senior Water Supply Management Project Manager
Venable, Eric E.	Vice President	Virginia Beach	Transportation Federal Market Sector Director
Verver, Elaine E.	Vice President	Austin	Transportation Real Estate & Right of Way Director
Verwers, Eric W.	Vice President	Fort Worth	Army Military Programs Manager
Villarreal, Gabriel J.	Vice President	San Antonio	Central Texas Roadway Business Class Lead
Volk, Daniel G.	Vice President	Omaha	Nebraska Iowa Aviation Section Manager
Voss, Guy A.	Vice President	Phoenix	Alternative Delivery Director
Waclawiak, Szymon I.	Vice President	San Antonio	Central Texas Federal Business Group Manager
Waggoner, Kim	Vice President	Kansas City	MO/KS Resources Professional Services Leader
Waite, Cameron C.	Vice President	Boise	Project Delivery Lead
Walker, Jacob E.	Vice President	Tyler	East Texas Office Principal
Ward, Timothy F.	Vice President	Pittsburgh	NE Region Aviation Market Sector Lead
Warner, Terry R.	Vice President	Salt Lake City	Senior Project Manager
Watson, Jake K.	Vice President	Salt Lake City	Utah Area Operations Manager
Weddell, Daniel S.	Vice President	Irvine	Senior Highway Project Manager
Welle, Meredith J.	Vice President	Pittsburgh	PA/OH/WV Area Water Business Group Manager
Werman, Roni	Vice President	New York	Senior Construction Manager
West, Ernie A.	Vice President	East Lansing	Michigan Water Business Group Manager
West, Jonathan P.	Vice President	Elizabethtown	Deputy Transportation Business Group Manager
Whalen, Michael J.	Vice President	New York	BES Alternate Delivery Director
Wiitanen, Mark A.	Vice President	Canton	Senior Project Manager
Wile, Lynn M.	Vice President	Vienna	Mid-Atlantic Area Water Business Group Manager
Williams, Olivia L.	Vice President	Bellevue	Washington Area Operations Manager
Williamson, Sheri S.	Vice President	Fort Mill	SC Transportation Business Group Manager
Williges, Christopher R.	Vice President	San Francisco	Economics and Statistics Cross Sector Director
Womack, Shane R.	Vice President	Chattanooga	Office Principal
Wood, Katherine M.	Vice President	Anchorage	Alaska Transportation Business Development Leader
Wooten, John D.	Vice President	Dallas	North Texas Resources Business Group Manager
Wujek, John J.	Vice President	Rocky Hill	New England Water Business Group Manager
Yescas, Javier A.	Vice President	San Diego	West Region WRM Market Sector Leader
Yonkin, Pamela C.	Vice President	Bedford	Sustainability and Resiliency Director
Ziegler, Tyrus K.	Vice President	Charlotte	Area Resources Business Group Environmental Lead
Zipf, Peter J.	Vice President	New York	Principal Consultant

Zuber, David D.	Vice President	Folsom	Principal Project Manager
Collinsworth, Suanne O.	Vice President - PT	Vienna	Business Development Manager
Englert, Thomas L.	Vice President - PT	Woodcliff Lake	Senior Technical Advisor
Grennan, Dennis E.	Vice President - PT	Omaha	North Central Power Client Development Leader
Harmon, Daniel J.	Vice President - PT		
Hawley, William T.	Vice President - PT	Juneau	Senior Environmental Engineer
Lim, Kuang Y.	Vice President - PT	Walnut Creek	Senior Project Manager
Walker, Danny H.	Vice President - PT	Nashville	Regional Manager
Abel, MarySue M.	Associate Vice President	Saint Louis Park	Transit Section Manager
Abere, Teferi M.	Associate Vice President	Santa Clara	Principal Project Manager
Aguirre, Alia M.	Associate Vice President	Salt Lake City	Utah Project Controls Business Class Lead
Albertson Bonbrest, Mari C.	Associate Vice President	Tampa	Transportation Strategic Pursuits Lead-SE
Allen, Tyler M.	Associate Vice President	Boise	Idaho Resources Business Group Manager
Alley, Lisa Marie B.	Associate Vice President	Sacramento	Strategic Communications Business Class Leader
Almanza, Robert D.	Associate Vice President	Billings	Power Program Manager
Alvarado, Gabriel A.	Associate Vice President	Albuquerque	AZ/NM Federal Water Market Sector Lead
Anderson, Nick B.	Associate Vice President	Howell	Northeast Region Power Delivery Practice Lead
Arnold, Adam J.	Associate Vice President	Cleveland	Professional Services Lead
Ashton, Kevin	Associate Vice President	New York	Aviation Architecture Principal
Babcock, Chad E.	Associate Vice President	Topeka	Area Professional Services Manager
Bacehowski, Dan V.	Associate Vice President	Des Moines	Central Region BDL and National EPR Lead
Bailey, Christopher M.	Associate Vice President	Rapid City	Dakotas/Wyoming Federal Lead
Baker, Daniel R.	Associate Vice President	Coeur D Alene	North Idaho Transportation Lead
Baldwin, W.D. D.	Associate Vice President	Tallahassee	Senior Project Manager/CAV Specialist
Bamert, Urs B.	Associate Vice President	New York	Transit Architecture Section Manager
Banghart, Eric J.	Associate Vice President	Los Angeles	Transit Section Manager
Banta, Carmen R.	Associate Vice President	Bismarck	Marketing Services Manager
Barbir, Lauren E.	Associate Vice President	Pennington	Business Development Leader Data Centers and Tech
Barnett, Timothy C.	Associate Vice President	Lexington	SE Region Federal Water USACE Client Lead
Barstow, Brian R.	Associate Vice President	Virginia Beach	Navy Client Service Lead
Bartelt, Kate L.	Associate Vice President	Des Moines	Resources BG Sustainability and Resiliency Lead
Basrao, Pratibha	Associate Vice President	Folsom	Applied Technology Director
Bearden, Carter D.	Associate Vice President	Brentwood	Tennessee Transportation Business Group Lead
Beck, Mason W.	Associate Vice President	Bethlehem	Northeast Pump Station and Pipelines BC Lead
Beebe, Mark H.	Associate Vice President	Denver	Senior Water Project Manager Engineer
Bell, Lisa C.	Associate Vice President	Doral	Proposal Manager
Bement, Joe D.	Associate Vice President	Seattle	Transportation Business Group Quality Manager
Bernick, John E.	Associate Vice President	Rocky Hill	Rail Engineering Section Manager
Bethu, Sagar S.	Associate Vice President	Fulton	Aviation Market Sector Lead
Birmingham, Riley W.	Associate Vice President	Charlotte	Freight Rail Market Sector Leader
Boley, Ryan P.	Associate Vice President	San Diego	Senior Transit Project Manager
Booth, Ken K.	Associate Vice President	Denver	Senior Program Manager
Borovansky, Jenna S.	Associate Vice President	Boise	Environmental/Regulatory Manager
Bott, James W.	Associate Vice President	Anchorage	Alaska Resources Business Development Leader
Branyon, Ronald J.	Associate Vice President	San Antonio	Area Business Development Leader
Brashear, Bryan K.	Associate Vice President	Colorado Springs	Power Sector Client Development Leader
Brennan, Michele B.	Associate Vice President	Orlando	Strategic Communications East Region Lead
Bring, Jenny L.	Associate Vice President	Saint Louis Park	Environmental Area Business Class Lead
Brogger, Kent D.	Associate Vice President	Englewood	Federal Program Manager
Brooks, Lesley M.	Associate Vice President	Santa Clara	Environmental Hydrology Section Leader
Brown, Lloyd D.	Associate Vice President	Phoenix	AZ/NM Transportation. Business Development Leader
Buchanan, Michael D.	Associate Vice President	Raleigh	North Carolina Area Business Class Leader
Burchfield, Jonathon D.	Associate Vice President	Pensacola	Northwest FL Transportation Business Group Leader
Burfeind, Scott C.	Associate Vice President	Saint Paul	Senior Transportation Project Manager
Burke, Billy J.	Associate Vice President	Jacksonville	Jacksonville Office Principal
Buxton, William	Associate Vice President	Helena	Business Development Manager
Buyson, Marco V.	Associate Vice President	New York	Principal Project Manager
Cadmus, Andrew E.	Associate Vice President	Vienna	Tolling Operations Program Manager
Caldwell, Jarvis A.	Associate Vice President	Penticton	WBG Manager (Interim), Western Canada
Camacho Monserrate, Jorge I.	Associate Vice President	Doral	South FL Water BG Project Delivery Lead
Carman, Kelly S.	Associate Vice President	Omaha	LV/Security System Director
Carney, Justin P.	Associate Vice President	Little Rock	Arkansas Transportation Business Group Lead
Carter, Brad N.	Associate Vice President	Atlanta	Georgia-Alabama Transportation Business Group Mgr.
Carter, Ray S.	Associate Vice President	Salt Lake City	Construction Business Class Leader
Caskey, Katie A.	Associate Vice President	Saint Louis Park	Transportation Strategic Communications Director
Celik, Jennie S.	Associate Vice President	Cleveland	UMS Business Class - Wet Weather Lead
Chan, Preston K.	Associate Vice President	Houston	Transportation Team Lead/Office Principal
Chapman, Thomas C.	Associate Vice President	Sacramento	WRM Market Sector Leader
Cherkis, Steven M.	Associate Vice President	New York	Deputy Structures Section Lead
Childs, Jim R.	Associate Vice President	Ann Arbor	Power Delivery Section Manager
Chinnis, Edward	Associate Vice President	Charlotte	BES Professional Services Leader
Christensen, Ryan R.	Associate Vice President	Phoenix	Area Pump Stations & Pipelines Business Class Lead
Christiansen, Kevin E.	Associate Vice President	Portland	Construction Management Business Class Leader
Clark, Bethy M.	Associate Vice President	Bellevue	WA Area Bridge Section Manager
Clickner, Matt P.	Associate Vice President	Atlanta	Pipeline Service Line Co-Lead Transmission
Cochran, Matthew D.	Associate Vice President	Springfield	Fisheries Business Class Director
Coffman, John F.	Associate Vice President	Ventura	Senior Water Project Manager

Collins, Brad B.	Associate Vice President	Pensacola	Roadway Section Manager
Cook, Jason P.	Associate Vice President	Raleigh	NC Water Resources Market Sector Leader
Cooper, Lisa L.	Associate Vice President	Round Rock	Central Texas Real Estate Leader
Corrales, Emilio F.	Associate Vice President	Tallahassee	Corridor Program Manager
Costa, Raphael C.	Associate Vice President	Tampa	Moveable Bridge Program Leader
Crotwell, Christopher T.	Associate Vice President	Charlotte	Principal Project Manager
Crozier, Allen R.	Associate Vice President	Austin	Senior Transportation Project Manager
Dabling, Mitch R.	Associate Vice President	Salt Lake City	Water Business Group Technology Director
Dalager, Nathan P.	Associate Vice President	Thief River Falls	Senior Water Resources Engineer
Davis, Jarrett W.	Associate Vice President	Atlanta	Georgia-Alabama Resources Business Group Manager
Dayton, Jeffrey J.	Associate Vice President	Raleigh	Highways and Roads Market Sector Leader
Denton, Duane J.	Associate Vice President	Lincoln	Senior Project Manager
Dewit, Pierson T.	Associate Vice President	Boise	Traffic & Planning Section Manager
Doggett, Bonnie J.	Associate Vice President	Austin	Environmental Section Lead
Doucet, Sebastien D.	Associate Vice President	Bellevue	Aerospace Sector Director
Drury, Katherine L.	Associate Vice President	Woodcliff Lake	NY/NJ Water Business Group Project Delivery Leader
Durnin, Guyton W.	Associate Vice President	Walnut Creek	Construction Manager
Dwyer, James C.	Associate Vice President	Austin	Senior Groundwater Project Manager
Edulakanti, Thirumal R.	Associate Vice President	Houston	Transportation Business Project Delivery Lead
Elkan, Bryan E.	Associate Vice President	Fort Worth	North Texas Highways & Roads Utilities Lead
Ellis, Ben B.	Associate Vice President	Orlando	FL Building Engineering Services BGM
Elting, Brad D.	Associate Vice President	Omaha	Construction Services Section Manager
Elving, Vicki M.	Associate Vice President	Dallas	North Texas MEP Team Lead
Epps, Shawn C.	Associate Vice President	Columbia	SC Transportation Business Development Leader
Espinoza Torres, Renato	Associate Vice President	Sacramento	DLCW Business Class Leader
Esposito, Rick G.	Associate Vice President	Rosemont	Resources Business Group Manager
Everett, Sean A.	Associate Vice President	Missoula	Electric Vehicles Power Lead
Fallon, Theresa C.	Associate Vice President	Newark	Senior Project Manager
Faulkner, Amy T.	Associate Vice President	Raleigh	Office Principal
Feldman, Todd M.	Associate Vice President	Omaha	Area Quality & Records Manager
Fellows, Kevin H.	Associate Vice President	Folsom	Senior Project Manager
Fertal, Kenneth	Associate Vice President	Cleveland	Roadway Section Manager
Fischer, Lisa J.	Associate Vice President	Bozeman	Montana Transportation Business Group Manager
Flores, Michael A.	Associate Vice President	Irvine	Utility Management Services Business Class Leader
Foley, Erin M.	Associate Vice President	Virginia Beach	Bridge Section Manager
Foreman, Cory S.	Associate Vice President	Rapid City	Water Resources Section Manager
Forsberg, Mike D.	Associate Vice President	Omaha	Traffic/Transportation Planning Section Manager
Francisco, Amie E.	Associate Vice President	Madison	Strategic Pursuit Leader
Freeman, Brian D.	Associate Vice President	Saint Louis Park	BES Area Business Group Manager
French, Tom A.	Associate Vice President	Bedford	Transportation Project Delivery Leader
Frieberg, Lee J.	Associate Vice President	Round Rock	Bridges Business Class Lead
Fritz, Lu Ann	Associate Vice President	Tampa	Area Real Estate Services Business Class Leader
Frost, Jesse L.	Associate Vice President	Lexington	Freight Rail Services Practice Lead
Gaastra, Scott A.	Associate Vice President	Riverside	Transit Section Manager - Riverside
Gabriel, Reno M.	Associate Vice President	New York	Senior Transit Project Manager
Gampon-Blue, Belinda M.	Associate Vice President	Irvine	Area Transportation Marketing Manager
Gershmel, Grant L.	Associate Vice President	Billings	Substation Area Business Class Lead
Giesmann, Mark T.	Associate Vice President	Omaha	NE/IA Freight Rail Structures Section Manager
Giles, Daniel R.	Associate Vice President	Mechanicsburg	Transportation Section Manager
Gilley, Calvin D.	Associate Vice President		
Gonzalez, Chuy	Associate Vice President	San Antonio	Principal Consultant
Gould, Daniel P.	Associate Vice President	Purchase	Senior Program Manager
Grabowski, Stephen S.	Associate Vice President	Virginia Beach	Movable Bridge Section Manager
Grams, Laura J.	Associate Vice President	Houston	Transit Planning Practice Leader
Grant, Courtney P.	Associate Vice President	Ann Arbor	Marketing Services Manager
Grey, Mark M.	Associate Vice President	Memphis	Office Principal
Gummere, Brook K.	Associate Vice President	Denver	Colorado BES Market Sector Leader
Hajjeh, Khaled C.	Associate Vice President	Newark	NY/NJ Movable Bridge Department Lead
Hamlin, Thomas P.	Associate Vice President	Phoenix	BES Deputy Professional Services Director
Hammond, Leanne M.	Associate Vice President	San Diego	Area Water Business Development Manager
Hanson, Eric R.	Associate Vice President	Sioux Falls	Airfield Design Business Class Lead
Hardy, Heath E.	Associate Vice President	Pensacola	Pipelines/Pump Stations Area Business Class Lead
Harrington, Karen L.	Associate Vice President	Glen Allen	Engineering Project Manager
Harrison, Peter J.	Associate Vice President	Jefferson City	Bridge Inspection Section Lead
Hatton, Roger K.	Associate Vice President	Santa Clara	Water/Wastewater Construction Management Leader
Heard, John R.	Associate Vice President	Memphis	Water/Wastewater Section Lead
Hemingson, Todd K.	Associate Vice President	Austin	Senior Transit Consultant
Heyman, John G.	Associate Vice President	Raleigh	Industrial Business Development Director
Hill, Scott A.	Associate Vice President	Rocky Hill	Connecticut Transportation Business Group Manager
Ho, Jimmy J.	Associate Vice President	New York	Principal Program Manager
Hodgens, Duane A.	Associate Vice President	Lincoln	Asset Management Practice Lead
Hoffmeyer, Christie R.	Associate Vice President	Glen Allen	Area Resources Business Group Manager
Horan, Brooke M.	Associate Vice President	New York	Principal, Interiors
Horne, Taylor C.	Associate Vice President	Juneau	Transportation Planning/NEPA Lead
Hughes, Bryan B.	Associate Vice President	Walnut Creek	Power Sector Business Development Leader
Hyles, Jacob E.	Associate Vice President	San Diego	Hydrology and Hydraulics Section Manager
Jabbour, Daniel M.	Associate Vice President	Folsom	Professional Services Leader

Jack, Darren A.	Associate Vice President	Lincoln	Pump Stations and Pipes Business Class Leader
Jacobs, Wesley D.	Associate Vice President	Baton Rouge	Area Transportation Business Group Manager
Jeanson, Tim H.	Associate Vice President	Rosemont	Senior Manager Government Accounting & Compliance
Jensen, James R.	Associate Vice President	New York	Area Drinking Water Client Development Lead
Johnson, Scott S.	Associate Vice President	Bellevue	Transportation Professional Services Lead
Johnson, Ty M.	Associate Vice President	Olympia	Senior Project Manager
Jones, Daniel L.	Associate Vice President	Boise	Idaho Transportation Business Group Manager
Judd, Andrew F.	Associate Vice President	Saint Louis Park	Regional Dam, Levee and Civil Business Class Lead
Judd, Catherine R.	Associate Vice President	Saint Louis Park	Area Transit Market Sector Leader
Kaiser, Reid G.	Associate Vice President	Reno	Nevada Transportation Business Group Manager
Kaneko, Ross A.	Associate Vice President	Honolulu	Client Development Leader
Kannan, Shyam	Associate Vice President	Washington	NE Transportation Planning Business Class Lead
Keifer, Kristen E.	Associate Vice President	Anchorage	Alaska Area Transportation Business Group Manager
Keller, Michael J.	Associate Vice President	Missoula	Rail Section Manager
Khalique, Imran A.	Associate Vice President	Springfield	Power Program Manager
Kieler, Chase C.	Associate Vice President	Madison	Transportation Program Manager
Kihs, Kristin H.	Associate Vice President	Portland	Business Development Manager
Kirkman, Brent J.	Associate Vice President	Tucson	Tucson Roadway Lead
Klaumann, Anthony D.	Associate Vice President	Omaha	Railway Engineering Advisory Services Leader
Kochersperger, Gregory M.	Associate Vice President	Dallas	NTX/OK/ARK Transportation Project Delivery Lead
Koorn, Shawn W.	Associate Vice President	Bellevue	Utility Rates Business Class Lead
Krall, Marcus J.	Associate Vice President	Lander	Dams, Levees & Civil Works Business Class Lead
Krivanec, Christopher E.	Associate Vice President	Folsom	Southwest Regional DLCW Business Class Lead
Kyei-Mensah, Kennedy	Associate Vice President	Vienna	Mid-Atlantic Freight &Passenger Rail Practice Lead
Laird, William W.	Associate Vice President	Plymouth Meeting	Eastern Pennsylvania Transportation Leader
Lake, Channe M.	Associate Vice President	Honolulu	Accounting Business Manager
LaMacchia, Melissa E.	Associate Vice President	New York	Program Manager
LaMagna, Robert J.	Associate Vice President	Purchase	Bridge and Structures Quality Program Leader
Lampi, Peter J.	Associate Vice President	Saint Louis Park	Senior Transit Project Manager
Lanser, Jillian L.	Associate Vice President	Austin	Deputy Quality Office Director
Layne, Max C.	Associate Vice President	Austin	Central Texas Utilities Lead
LeBlanc, Richard J.	Associate Vice President	Tampa	Area Federal Water Market Sector Leader
Lee, Sally C.	Associate Vice President	New York	Education & Science Principal
Lemasters, Todd T.	Associate Vice President	Richmond	Mid-Atlantic Construction Field Services Lead
Lewis, Gary A.	Associate Vice President	Charlotte	Advanced Manufacturing Practice Lead
Lloyd, Kevin J.	Associate Vice President	Woodcliff Lake	Senior Water/Wastewater Engineer
Lueckemeyer, Jennifer L.	Associate Vice President	Austin	CTX Cross Sector Manager/Office Principal
Luna, Jorge L.	Associate Vice President	Charlotte	SE Transit Planning Practice Lead
Lutz, Lisa M.	Associate Vice President	Sacramento	Senior Project Manager - Engineering
Luu, Henry H.	Associate Vice President	Sacramento	Project Delivery Lead
Lynch, Corey N.	Associate Vice President	Boston	Rail Systems Section Leader
Lyne, Jamy L.	Associate Vice President	Chicago	IL Transportation Business Development Leader
Mackey, Aimee N.	Associate Vice President	Brentwood	KY/TN Resources Business Group Manager
MacNeil, Mike S.	Associate Vice President	Purchase	Senior Project Manager
Magee, Kim L.	Associate Vice President	San Diego	Transit Section Manager - San Diego
Maloney, Dany M.	Associate Vice President	Saint Louis Park	Area Highways Business Class Lead
Manzanares, Robert J.	Associate Vice President	Denver	CO Transportation Professional Services Leader
Marchell, Darwin R.	Associate Vice President	Round Rock	Central Texas Municipal Program Lead
Martinek, Luke D.	Associate Vice President	New York	Senior Program Manager
McAtee, Caahlen P.	Associate Vice President	Rosemont	Construction Services Group Manager
McCabe, Brian E.	Associate Vice President	New York	Senior Project Architect
McConville, Matthew T.	Associate Vice President	Omaha	NE/IA Dams, Levees, and Civil Works BC Lead
McGregor, Alexander R.	Associate Vice President	London	UK Resources Business Group Director
McKinsey, Benjamin C.	Associate Vice President	Billings	Power Delivery Data Center Leader
McNaught, Russell S.	Associate Vice President	Houston	Rail Section Manager
McVaugh, Mike D.	Associate Vice President	Durango	Office Principal
McVicker, LuAnn C.	Associate Vice President	Walnut Creek	Senior Project Manager-Engineer
McWharter, Pamela C.	Associate Vice President	Englewood	Senior Environmental Project Manager
Mergen, Todd J.	Associate Vice President	Sioux Falls	Construction Services Business Class Lead
Miller, Ericka W.	Associate Vice President	Indianapolis	Indiana Transportation Business Development Leader
Miller, Mark W.	Associate Vice President	Columbus	Sustainability and Resiliency Practice Lead
Miller, Mike J.	Associate Vice President	Omaha	Broadband Practice Leader
Miller, Vickie M.	Associate Vice President	Raleigh	North Carolina Area Cross Sector Leader
Mims, Aimie L.	Associate Vice President	Saint Paul	Power Sector Right of Way Services Practice Leader
Mitchell, Jeffrey J.	Associate Vice President	Houston	BES Professional Services Leader
Mojahed, Roy	Associate Vice President	Boston	Project Controls Section Director
Money, Rodney E.	Associate Vice President	Raleigh	North Carolina Area Project Delivery Leader
Mooney, Jamie E.	Associate Vice President	Seattle	Senior Project Manager
Moughamer, Kirk W.	Associate Vice President	Seattle	WA Power Market Sector Leader
Mudd Lemonds, Paula J.	Associate Vice President	Austin	Water Supply Management Project Manager
Mull, Andrew D.	Associate Vice President	Irvine	Senior Rail Transit Project Manager
Nadarevic, Dena	Associate Vice President	Boise	Controller - Resources Business Group
Nakamura, Chris J.	Associate Vice President	Honolulu	Transportation Business Group Manager
Neidert, Trey J.	Associate Vice President	Englewood	Power Delivery Manager
Nepveu Goulet, Laurence	Associate Vice President	Salt Lake City	Transportation Communications Manager
Nguyen, Phoenix X.	Associate Vice President	Walnut Creek	BES Professional Services Lead
Nolan, Laura A.	Associate Vice President	Spokane	Wastewater Market Sector Leader

Oakley, Michael L.	Associate Vice President	Gillette	Transportation Section Manager
Omae, Amy L.	Associate Vice President	Irvine	Senior Wastewater Project Manager
O'Neil, Monica K.	Associate Vice President	Pittsburgh	Structures Section Manager
Ordonez, Jaime	Associate Vice President	Dallas	North Texas Conveyance Section Lead
O'Rourke, Paul D.	Associate Vice President	Pittsburgh	Area Communications Lead
Ostman, Amy R.	Associate Vice President	Anchorage	Alaska Resources Business Group Leader
Ozuna, Kenneth L.	Associate Vice President	Houston	Bridge Program Manager
Page, Bill R.	Associate Vice President	Boise	Regional Accounting Director
Pao, Terence	Associate Vice President	Los Angeles	Highway Section Manager
Paradis, Ryan R.	Associate Vice President	Omaha	Senior Bridge Engineer/Project Manager
Pargas, Ricardo A.	Associate Vice President	Bellevue	Senior Project Manager
Parton, Chris	Associate Vice President	Fort Collins	Senior Asset Management Consultant
Patterson, Lisa M.	Associate Vice President	Irvine	National Freight Rail Environmental Manager
Pelissier, Don E.	Associate Vice President	Las Vegas	Nevada & Utah Water Business Group Manager
Peterson, John R.	Associate Vice President	Houston	Texas Gulf Coast Municipal Program Lead
Phipps, Chris J.	Associate Vice President	Fulton	MD and Northern VA Client Management Lead
Pool, Amelia C.	Associate Vice President	Bellevue	Area Client Development Leader
Porter, Peggy L.	Associate Vice President	Lincoln	Federal Pursuit Team Leader
Proctor, Frank D.	Associate Vice President	Vancouver	Waterfront Structures Practice Leader
Purpura, Daniel S.	Associate Vice President	Charlotte	South Atlantic Area Federal Business Group Manager
Quiroz, Christina M.	Associate Vice President	Woodcliff Lake	Senior Federal Project Manager
Radosevich, Louis J.	Associate Vice President	Colorado Springs	Planning Practice Lead
Randazzo, Tracy L.	Associate Vice President	Pierre	PMO Senior Project Manager
Reid, Janice L.	Associate Vice President	Rosemont	Environmental Section Manager
Reid, Matthew J.	Associate Vice President	Saint Louis Park	Area Construction Services Business Class Lead
Reinicker, Brian R.	Associate Vice President	Charlotte	Senior Geotechnical Engineer
Reynolds, Brian M.	Associate Vice President	Nashville	Nashville Program Lead
Rhoades, Ryan D.	Associate Vice President	Denver	Drinking Water Market Sector Leader
Robbins, Paul A.	Associate Vice President	Raleigh	Highways Business Class Leader
Robinson, Amber R.	Associate Vice President	Lafayette	Environmental Practice Lead
Rochford, Dina P.	Associate Vice President	Irvine	Orange County Area Transportation Program Manager
Rodriguez, Albert	Associate Vice President	Austin	Pump Stations Pipelines Business Class Director
Rodriguez, Christopher B.	Associate Vice President	Albuquerque	Albuquerque Office Principal
Rodriguez, Jose L.	Associate Vice President	Dallas	Texas Construction Services Lead
Rogers, Andy S.	Associate Vice President	Ann Arbor	Electrical/I&C Section Manager
Rogers, Phillip E.	Associate Vice President	Raleigh	North Carolina Area Client Program Manager
Rohan, David P.	Associate Vice President	Omaha	Project Management Office Director
Rohr, Matthew M.	Associate Vice President	Denver	Waste Market Sector Manager
Rouse, Eric C.	Associate Vice President	Denver	Economics and Infrastructure Finance Group Manager
Rouskov, Natalie	Associate Vice President	Los Angeles	Senior Transit Project Manager
Russell, Catherine F.	Associate Vice President	South Portland	Environmental/Regulatory Section Manager
Ryan, Samantha R.	Associate Vice President	Tallahassee	Project Manager
Saldivar, Samuel	Associate Vice President	Corpus Christi	Civil Group Leader
Sanchez, Dennis S.	Associate Vice President	Sacramento	Condition Assessment Practice Leader
Sander, Kâren D.	Associate Vice President	Boise	Area Business Development Leader
Sanow, Paul D.	Associate Vice President	Sioux Falls	Transportation Section Manager
Santhosh, Kumar R.	Associate Vice President	Newark	NY/NJ Bridge & Structures Business Class Lead
Saunders, Gillian	Associate Vice President	Austin	Deputy Transit Program Manager
Scangas, Angie S.	Associate Vice President	South Portland	New England Resources Engineering Services Manager
Schiffer, Joshua A.	Associate Vice President	Sacramento	DLA Client Service Lead
Schomaker, Kyle D.	Associate Vice President	Kansas City	MO/KS Roadway Section Manager
Schubert, Mike A.	Associate Vice President	Boise	Water Resources Market Sector Lead
Schuehle, Scott E.	Associate Vice President	Portland	Power Market Sector Leader
Seals, JB B.	Associate Vice President	Saint Louis Park	Freight Rail Facilities Lead
Sekioka, Andrew K.	Associate Vice President	Oakland	Project Manager
Semenick, Richard C.	Associate Vice President	New York	Rail Business Class Lead
Senesi, Christopher W.	Associate Vice President	Denver	Transportation Asset Management Advisory Lead
Shah, Avi A.	Associate Vice President	Irvine	Transit Section Manager - Irvine
Shaner, Joanne M.	Associate Vice President	Cleveland	Ohio Transportation Leader
Shapiro, Igor	Associate Vice President	New York	Project Executive
Shook, Thomas S.	Associate Vice President	Portland	Senior Project Manager
Shuler, Carrie T.	Associate Vice President	Ann Arbor	Power Generation Section Manager
Shull, Will H.	Associate Vice President	Charlotte	NC WBG Facilities Design Program Lead
Sievert, Charlie E.	Associate Vice President	Kansas City	MO/KS Water Resources Section Manager
Sims, Kyle E.	Associate Vice President	Kansas City	Pump Stations & Pipelines Business Class Lead
Siragusa, Daniel R.	Associate Vice President	New York	Senior Program Manager
Sisson, David G.	Associate Vice President	Newport News	Southeast Virginia WBG Section Manager
Smith, Kathleen G.	Associate Vice President	Austin	BES Central Texas Area Client Development Leader
Sommer, Daniel L.	Associate Vice President		
Sondles, Michael S.	Associate Vice President	Blue Ash	Freight Rail Program Manager
St. Tours, Troy	Associate Vice President	Round Rock	Senior Water/Wastewater Project Manager
Stannebein, Tyson L.	Associate Vice President	Billings	SPS Section Manager
Stein, Zachary A.	Associate Vice President	Austin	Area Water Supply Management Business Class Lead
Steinhart, Pamela J.	Associate Vice President	Irvine	Transportation Business Manager
Stevenson, Whitney A.	Associate Vice President	Walnut Creek	BES Business Group Manager
Stoothoff, Erik J.	Associate Vice President	Boston	New England Transportation Business Group Manager
Storgaard, Tena M.	Associate Vice President	Bellevue	Assistant Regional Accounting Director

Suarez, Daniel S.	Associate Vice President	Tallahassee	Florida Turnpike Enterprise Program Director
Sudame, Mandira	Associate Vice President	San Diego	San Diego Wastewater Market Sector Leader
Sun, Simon	Associate Vice President	Kansas City	Senior Highway Project Manager
Sutton, Kelsey K.	Associate Vice President	Charlotte	Regional Quality Director - EMEA/APAC/Canada
Sweenhart, Lance A.	Associate Vice President	Denver	Colorado Transportation Business Group Manager
Tannehill, Shelly M.	Associate Vice President	Folsom	Assistant Regional Accounting Director
Tate, Brandon P.	Associate Vice President	Dallas	Environmental Section Manager
Tavares, Rick	Associate Vice President	Doral	Marketing Services Manager
Teague, Anna C.	Associate Vice President	Raleigh	North Carolina Area Business Class Leader
Thames, Kelly M.	Associate Vice President	Charlotte	Area Industrial Market Sector Leader
Thiessen, Doug A.	Associate Vice President	Long Beach	West Region Maritime Market Sector Leader
Thompson, Darren K.	Associate Vice President	San Antonio	Central Texas Water Business Development Manager
Thornton, Brett A.	Associate Vice President	Sacramento	West Region Power Delivery Practice Leader
Tonilas, Bruce J.	Associate Vice President	Denver	Denver CCC Construction Manager
Trimble, Mike A.	Associate Vice President	Austin	Senior Program Manager
Trinh, Vinh D.	Associate Vice President	Irvine	Senior Bridge Project Manager
Truong, James L.	Associate Vice President	Irvine	TBG Procurement Cross Sector Service Director
Tudtud, Felipe S.	Associate Vice President	Round Rock	Round Rock Roadway Lead
Turbiville, Heath E.	Associate Vice President	Gillette	Wyoming Office Principal
Tuttle, Emily F.	Associate Vice President	Glen Allen	Mid-Atlantic Strategic Communications Manager
Tyrell, Paul J.	Associate Vice President	Boston	Senior Project Manager
Tyson, Jeremy D.	Associate Vice President	Fort Worth	Utilities Section Manager
Van Dien, James P.	Associate Vice President	Bethlehem	Branch Office Manager
Van Ness, Drew T.	Associate Vice President	Arlington	Mid-Atlantic BES Business Group Manager
Van Santen, Victor E.	Associate Vice President	Rosemont	Rail Section Manager
Vannoy, Jonathan P.	Associate Vice President	Olympia	Construction Manager
Vecchio, Michael J.	Associate Vice President	Atlanta	GA Dams, Levees, & Civil Works Business Class Lead
Veldhouse, Kristen L.	Associate Vice President	Omaha	Strategic Communications Central Region Lead
Vinson, David A.	Associate Vice President	Pensacola	Northwest Florida Office Principal
von Thaden, Bradford H.	Associate Vice President	Boston	Resources Business Group Manager
Vongries, Kim S.	Associate Vice President	Denver	Site Civil Section Manager
Vuskov, Sarah C.	Associate Vice President	Houston	Gulf Coast Business Development Leader
Wade, Elizabeth B.	Associate Vice President	Charleston	South Carolina Resources Business Group Manager
Wade, Steven F.	Associate Vice President	Charlotte	NC Resources Project Delivery Leader
Walker, Brandon M.	Associate Vice President	Pittsburgh	Area Resources Industrial Sector Lead
Walker, Cam C.	Associate Vice President	Salt Lake City	Nevada & Utah Water Client Development Leader
Watson, Andrew J.	Associate Vice President	Woodcliff Lake	NY/NJ Water Professional Services Leader
Whaley, Joshua L.	Associate Vice President	Billings	Substation EPC Project Engineering Lead
Whittle, Dixie	Associate Vice President	Dallas	TMT Retrofits & Renovation Director
Wiesenfeld, Matthew T.	Associate Vice President	Orlando	Central FL Transportation Business Group Leader
Williams, Garrett M.	Associate Vice President	Omaha	Waste Engineering Sub Business Class Leader
Willkom, Nathan R.	Associate Vice President	Denver	Project Delivery Manager
Winters, Eric B.	Associate Vice President	Portland	Rail Transit Program Manager
Wooton, Shiva	Associate Vice President	Long Beach	Highway Section Manager
Worrlein, Paul	Associate Vice President	Portland	Oregon Water Business Group Manager
Yanosek, Kristina	Associate Vice President	Atlanta	GA/TN/KY/AR Wastewater Market Sector Lead
Youn, Heesik	Associate Vice President	Irvine	Senior Transportation Project Manager
Young, Christina R.	Associate Vice President	Omaha	Assistant Regional Accounting Director
Zapata, Leonel A.	Associate Vice President	Tallahassee	Senior Federal Program Manager
Zawaideh, Lara L.	Associate Vice President	Ann Arbor	BDL & Cross Sector Section Manager
Zimmerman, Sheena D.	Associate Vice President	Bellevue	Senior Facility Design Manager
Zupan, Tyler P.	Associate Vice President	Billings	Transmission Section Manager
Davies, Elisa B.	Secretary	Omaha	General Counsel
Hoffman, Elizabeth C.	Assistant Secretary	Omaha	Legal Administrative Assistant and COI Coordinator
Lorkovic, Jill M.	Assistant Secretary	Omaha	Paralegal
Heaney, Kathy M.	Treasurer	Omaha	Treasurer
Cox, Joseph R.	Assistant Treasurer	Omaha	Regulatory Reporting & Compliance Manager
White, Troy L.	Assistant Treasurer	Omaha	Assistant Treasurer

PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement is made and entered into by and between HDR ENGINEERING, INC., hereinafter called "CONSULTANT," and the Southern Nevada Water Authority, a political subdivision of the State of Nevada, hereinafter called the "AUTHORITY." The CONSULTANT and the AUTHORITY are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties." The term "AUTHORITY" also refers to staff of the AUTHORITY acting within their designated authority and duties. The "Effective Date" is the date of last signature on this Agreement.

WITNESSETH:

WHEREAS, the AUTHORITY desires to obtain professional services for new pipeline interconnections between the River Mountains Lateral Via new Pipeline to East Valley Lateral and the River Mountains Tunnel 2 Pipeline to Pittman Lateral including isolation valves with vaults and appurtenances at River Mountains Water Treatment Facility (RMWTF), and

WHEREAS, the CONSULTANT is properly qualified and desires to provide the professional services required by the AUTHORITY, and

WHEREAS, the AUTHORITY, in reliance on the CONSULTANT's representations and proposals, agrees to retain the CONSULTANT, and the CONSULTANT agrees to furnish professional services to the AUTHORITY, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties hereto agree as follows:

1) SCOPE OF WORK:

   a) The CONSULTANT shall provide any requested services, hereinafter referred to as "Work," as described and within the time indicated in Exhibit A, which is attached herewith and made a part of this Agreement. The specific Scope of Services and detailed schedules for each task authorized pursuant to this Agreement shall be set forth in each subsequently executed Task Order, in accordance with the AUTHORITY's applicable format. 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 Work performed shall be subject to the cost ceiling contained in "Limitation on Costs" hereof and subject to the AUTHORITY's directions respecting priorities. The CONSULTANT will furnish all professional services in the amount necessary to complete, promptly and effectively, the Work assigned under this Agreement.

   c) All of the Work shall be performed by the CONSULTANT or a subcontractor, subconsultant, or supplier ("Subcontractor") approved by the AUTHORITY. The CONSULTANT shall submit to the AUTHORITY all information necessary for the AUTHORITY to review and approve the Subcontractor. The AUTHORITY reserves the right to reject any proposed Subcontractor at its sole discretion.

   d) During performance of the Work under this Agreement, the CONSULTANT shall notify the AUTHORITY of any Work deemed to be outside of the Scope of Work within seven (7) calendar days. The CONSULTANT shall not perform any Work outside of the Scope of Work without:

      For single project-based Scope of Work, an executed written amendment to this Agreement; and

      For a task order-based Scope of Work, an executed written amendment to the task order at issue.

      Should the CONSULTANT proceed with any Work outside the Scope of Work without an executed written amendment, the CONSULTANT shall not be entitled to any additional payment for such Work.

   e) In performing the Work under this Agreement, the CONSULTANT shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or rules of the United States,

of the State of Nevada, of any political subdivision thereof, and of any other duly constituted public authority or agency. The CONSULTANT shall be responsible for obtaining any license, permit or other approval as required by law or otherwise, arising out of the Work to be performed hereunder.

f) The CONSULTANT has, or will secure at its own expense, the qualified personnel required to perform the Work 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:

a) This Agreement shall become effective as of the Effective Date and shall remain in effect until all Work authorized by the AUTHORITY to be performed is completed by the CONSULTANT, unless terminated in accordance with the terms of this Agreement. During this period, the CONSULTANT agrees to provide the Work as required by the AUTHORITY within the scope of this Agreement.

3) COMPENSATION:

a) In consideration for completion of all duties and responsibilities under this Agreement, the AUTHORITY agrees to pay the CONSULTANT, in accordance with Exhibit A, for Work completed in accordance with the terms of this Agreement.

b) The CONSULTANT shall provide itemized monthly invoices for Work performed during the previous month. Invoices are to be submitted to the 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 the CONSULTANT shall be included.

c) The AUTHORITY shall pay invoiced amounts from the CONSULTANT based on tasks completed as set forth in Exhibit A within thirty (30) calendar days after the date the invoice is received and approved by the AUTHORITY.

d) The AUTHORITY may dispute a payment or portion thereof that is due before or after the AUTHORITY pays the invoice, but any undisputed portion of a payment shall be paid in accordance with subsection (b) while the Parties resolve the disputed portion.

e) The AUTHORITY shall have the right, in its sole discretion, to revise Exhibit A to move funds from one line item to another. The revision(s) to Exhibit A shall be in writing and the AUTHORITY shall provide a copy of the revised Exhibit A to the CONSULTANT.

4) LIMITATION ON COSTS:

The total cost of Work provided under this Agreement shall not exceed $12,000,000.

5) RESPONSIBILITIES OF CONSULTANT:

a) The CONSULTANT shall appoint a Manager who will manage the performance of the Work. All of the Work specified by this Agreement shall be performed by the Manager, or by the CONSULTANT's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of the CONSULTANT be unable to complete his or her responsibility for any reason, the CONSULTANT must obtain written approval by the AUTHORITY prior to replacing him or her with another equally qualified person, which approval shall not be unreasonably withheld. If the CONSULTANT fails to make a required replacement within thirty (30) calendar days, the AUTHORITY may terminate this Agreement.

b) The CONSULTANT agrees that its officers and employees will cooperate with the AUTHORITY in the performance of Work under this Agreement and will be available for consultation with the AUTHORITY at such reasonable times with advance notice as to not conflict with their other responsibilities.

c) The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all Work furnished by the CONSULTANT, its subcontractors and their principals, officers, employees and agents under this Agreement. In performing the Work, the CONSULTANT shall follow practices consistent with generally accepted professional and technical standards.

d) It shall be the duty of the CONSULTANT to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. The CONSULTANT will not produce a work product which violates or infringes on any copyright or patent rights. The CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its work products that do not meet generally accepted professional and technical standards of the industry in Southern Nevada for similarly situated professional engineers performing similar work or services.

   i) Permitted or required approval by the AUTHORITY of any products or Work furnished by the CONSULTANT shall not in any way relieve the CONSULTANT of responsibility for the professional and technical accuracy and adequacy of its work.

   ii) The AUTHORITY's review, approval, acceptance, or payment for any of the CONSULTANT's Work 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 the CONSULTANT shall be and remain liable in accordance with the terms of this Agreement, applicable law, and the standard of care as noted in paragraph 5)d) for all damages to the AUTHORITY caused by the 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 the CONSULTANT for the AUTHORITY relating to the Work and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by the CONSULTANT to parties other than the AUTHORITY shall become the property of the AUTHORITY and shall be delivered to the AUTHORITY's representative upon completion or termination of this Agreement, whichever comes first. The 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 the AUTHORITY. The AUTHORITY shall have the right to reproduce all documentation supplied pursuant to this Agreement.

f) The rights and remedies of the AUTHORITY provided for under this paragraph are in addition to any other rights and remedies provided by law or under other paragraphs of this Agreement.

6) RESPONSIBILITIES OF AUTHORITY:

a) The AUTHORITY agrees that its officers and employees will cooperate with the CONSULTANT in the performance of the Work and will be available for consultation with the CONSULTANT at such reasonable times with advance notice as to not conflict with other responsibilities.

b) The Work performed by the CONSULTANT under this Agreement shall be subject to review for compliance with the terms of this Agreement by the AUTHORITY's representative, Anita Marquez, telephone number (702) 691-5294 or their designee. The AUTHORITY's representative may delegate any or all of his/her responsibilities under this Agreement to appropriate staff members.

c) The AUTHORITY shall assist the 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 Work.

d) The CONSULTANT will not be responsible for accuracy of information or data supplied by the 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 the CONSULTANT shall constitute a truth-in-negotiation certification by the CONSULTANT that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of execution of this Agreement. The original Agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the AUTHORITY determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such Agreement adjustments shall be made within one (1) year following the end of the term of this Agreement.

8) INDEPENDENT CONTRACTOR – NO JOINT VENTURE:

The relationship of the CONSULTANT to the AUTHORITY hereunder shall be that of an Independent Contractor as defined by NRS 616A.255 or other Nevada state or federal 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, the CONSULTANT hereby covenants, represents and warrants the following:

a) All content developed on behalf of the AUTHORITY, in whole or in part, solely or jointly by the CONSULTANT and all of the CONSULTANT's employees, associates or subcontractors assisting in creating developments and/or other work product, whether or not copyrightable or otherwise protected, including, without limitation, advertisements and marketing material ("Work Product") arising from the Work performed pursuant to, or arising out of the AUTHORITY's engagement of the CONSULTANT, or previously conceived in anticipation of work to be performed in regard to the AUTHORITY's engagement of the CONSULTANT, shall be deemed "work made for hire" as defined in the copyright laws of the United States of America (17 U.S.C. §101 et seq.) and the AUTHORITY shall own all right, title, and interest, including, without limitation, all copyrights and other intellectual property right, title, and interest ("Right") in and to the Work Product.

b) To the extent that the CONSULTANT is deemed to have or retain any Right or otherwise possess any Right in and to any Work Product, the CONSULTANT hereby assigns, transfers, and conveys, all such Right to the AUTHORITY.

c) The CONSULTANT shall execute all documents and undertake all actions necessary to clarify that the AUTHORITY maintains the ownership of all of the Work Product and to allow the AUTHORITY to apply for registrations of the Work Product, as well as maintain any registrations gained, including, without limitation, the Intellectual Property Assignment set forth in "Intellectual Property Assignment".

d) The CONSULTANT hereby waives and releases any claim of infringement of any Right of the CONSULTANT (whether based in any intellectual property Right, other proprietary interest whatsoever, or fiduciary theory) in, to or respecting any Work Product (including, without limitation, any claim based on any of the CONSULTANT's rights in any Work Product which may be construed as "works of visual art" as defined in the Visual Arts Rights Act of 1990, 17 U.S.C. § 106A) and shall never challenge nor dispute the AUTHORITY's Right in and to the Work Product.

10) INTELLECTUAL PROPERTY ASSIGNMENT:

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, the CONSULTANT hereby sells, conveys, transfers and assigns to the AUTHORITY all of the CONSULTANT's right, title, license and interest (including, without limitation, all intellectual property right, title, license and interest) in and to any and all Work Product designed, developed, or created by the CONSULTANT or otherwise arising out of the CONSULTANT's Work and related content by and

for the benefit of the AUTHORITY (including, without limitation, patent applications, issued patents, prototypes for the purpose of same, and other associated derivatives) including, without limitation, all marks, all goodwill associated with such patents, trade secrets, and copyrights in and to, relating to, associated with and/or arising from the Work, the right to applications, issuance, continuations, and divisionals of such patents and the right to applications, registrations, renewals, reissues, and extensions of such marks and copyrights, and the right to sue and recover for any past and/or continuing infringements or contract breaches, said rights, titles, licenses and interests to be held and enjoyed by the AUTHORITY, for the AUTHORITY's own use and benefit and for the use and benefit of the AUTHORITY's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the CONSULTANT if this sale, conveyance, transfer and assignment had not been made.

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, the CONSULTANT will not contract with any client whose interest is adverse to or would require the CONSULTANT to take a position contrary to that of the Las Vegas Valley Water District and/or the Southern Nevada Water Authority.

13) PROHIBITION AGAINST COMMISSION FOR OBTAINING AGREEMENT:

The CONSULTANT warrants that no person or company has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees; nor has the CONSULTANT paid or agreed to pay any person, company, corporation, individual or firm other than a partner or bona fide employee, any fee, commission, contribution, donation, percentage, gift, or any other consideration, contingent upon or resulting from award of this Agreement. For any breach or violation of this warranty, the AUTHORITY shall have the right to terminate this Agreement without liability, or at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any other damages.

14) PROHIBITION AGAINST INTEREST BY GOVERNMENT EMPLOYEES:

a) No officer, employee, or member of the governing body of the AUTHORITY shall (1) participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested; or (2) have any interest, direct or indirect, in this Agreement or the proceeds thereof.

b) The CONSULTANT represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Work required to be performed under this Agreement. The CONSULTANT further covenants that in the performance of said Work, 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) The CONSULTANT shall be responsible for the completeness and accuracy of its research, supporting data, and any final reports or other deliverables prepared or compiled pursuant to this Agreement and shall correct, at its expense, all negligent errors or omissions therein.

b) The cost necessary to correct those negligent errors attributable to the CONSULTANT and any damage incurred by the AUTHORITY as a result of additional costs caused by such negligent errors

shall be chargeable to the CONSULTANT. The fact that the AUTHORITY has accepted or approved the CONSULTANT's Work shall in no way relieve the CONSULTANT of any of its responsibilities.

16) INDEMNIFICATION:

a) For all claims based upon or arising out of the Work of the CONSULTANT, the CONSULTANT shall indemnify and hold harmless, without cost to the 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, negligent errors, negligent omissions, recklessness or intentional misconduct of the 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 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, the CONSULTANT shall pay to the AUTHORITY the reasonable attorneys' fees and costs which are determined to equate to the proportionate liability of the 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 Work of the CONSULTANT, the 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 the 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 the CONSULTANT, its agents, or of third parties; harassment or discrimination or any theory of joint or dual employment by the CONSULTANT's employees, agents, subcontractors, arising out of the 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 the CONSULTANT has indemnified the AUTHORITY Parties by giving written notice of the assumption to the CONSULTANT. The AUTHORITY Parties may not settle or compromise any claim or consent to the entry of any judgment regarding claims for which the CONSULTANT has indemnified the AUTHORITY Parties without the prior written consent of the CONSULTANT, which consent shall not be unreasonably withheld, conditioned or delayed. The indemnification provided by the CONSULTANT to the AUTHORITY Parties applies to all insurance policies of the CONSULTANT, whether primary, excess or umbrella coverage is provided to the CONSULTANT.

17) SCHEDULE FOR PERFORMANCE OF WORK:

a) Time is of the essence in this Agreement.

b) CONSULTANT has included as a part of Exhibit A CONSULTANT's baseline schedule for performance of the Work. At each submittal milestone included in the CONSULTANT's schedule, CONSULTANT shall provide a sealed and signed letter by an individual at the CONSULTANT in a supervisory capacity over the project manager affirming that:

   i) An internal quality control review was performed prior to the submittal of the documents to the AUTHORITY; and

ii) An internal quality control review was performed prior to the submittal of the documents to the AUTHORITY; and

iii) All previous agency received comments have either been addressed or requests for variances have been submitted to the agency and copied to the AUTHORITY.

c) If the CONSULTANT's performance of the Work is delayed or if the CONSULTANT's sequence of tasks is changed, the CONSULTANT shall notify the AUTHORITY's representative in writing of the reasons for the delay and prepare a revised schedule for performance of the Work. The revised schedule is subject to the AUTHORITY's written approval.

18) INSURANCE:

a) General:

i) The CONSULTANT shall not commence Work under this Agreement until it has obtained all insurance required under this Agreement with insurance companies reasonably acceptable to the AUTHORITY, nor shall the CONSULTANT allow any subcontractor to commence Work until all similar insurance required of the subcontractor has been so obtained. The CONSULTANT shall continue to pay all premiums due for the insurance required under this Agreement during the applicable policy periods and shall notify the AUTHORITY of any changes to their insurance coverage.

ii) The AUTHORITY shall be named as an additional insured, under the 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 the 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 the AUTHORITY, regardless of how the "other insurance" provisions may read. The CONSULTANT agrees to waive its rights of subrogation against the AUTHORITY, and the 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) The AUTHORITY shall also be named as an additional insured under the subcontractor's commercial general liability, automobile liability, excess and/or umbrella liability insurance policies. Any deviation from the required insurance requirements will need to be approved by the AUTHORITY in writing. Nothing contained in this Paragraph is to be construed as limiting the extent of the CONSULTANT's or subcontractor's liability for claims arising out of this Agreement. The CONSULTANT and subcontractor shall be responsible for insuring all of their own personal property, tools and equipment.

iv) If the CONSULTANT fails to procure and maintain the insurance as required herein, in addition to other rights or remedies, the AUTHORITY shall have the right, if the AUTHORITY so chooses, to procure and maintain the required insurance in the name of the CONSULTANT with the AUTHORITY as an additional named insured. The CONSULTANT shall pay the cost thereof and shall furnish all necessary information to maintain the procured insurance. In the event the CONSULTANT fails to pay the cost, the AUTHORITY has the right to set-off any sums from the compensation due to the CONSULTANT set forth in this Agreement and directly pay for such coverage.

b) 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 the AUTHORITY.

c) Evidence of Insurance:

i) The 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 ten (10) Business Days after the Effective Date, the CONSULTANT shall deliver to the AUTHORITY a certificate of insurance documenting the required insurance coverage. Upon request of the AUTHORITY, the CONSULTANT agrees to provide a copy of all insurance policies required under this Agreement. Such policies may be redacted to protect any confidential employee or financial information so long as the AUTHORITY has information sufficient to verify the CONSULTANT has satisfied the insurance specifications of this Agreement. For the purposes of this Agreement, the term Business Day shall mean Monday through Thursday, excluding legal holidays recognized under NRS 236.015.

iii) Renewal certificates shall be provided to the AUTHORITY not later than fifteen (15) calendar days prior to the expiration of policy coverage.

iv) All insurance policies shall require the insurer to provide a minimum of thirty (30) calendar days' prior notice to the AUTHORITY for any material reduction in coverage, cancellation, or non-renewal.

d) Insurance Coverages:

i) Commercial General Liability Insurance: the 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: the 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: the CONSULTANT shall maintain statutory workers' compensation insurance in accordance with the laws of the state where such compensation is payable. In addition, the insurance the CONSULTANT maintains shall comply with Nevada Industrial Insurance Act, NRS Chapters 616 and 617, for all of its employees performing the Work pursuant to this Agreement.

The 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. The 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 the CONSULTANT is permissibly self-insured for workers' compensation insurance in the State of Nevada, the CONSULTANT shall deliver to the AUTHORITY a copy of the Certificate of Consent to self-insure issued by the State of Nevada.

iv) Professional Liability Insurance: the CONSULTANT shall maintain professional liability insurance applicable to the CONSULTANT's 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 (2) years after completion of the CONSULTANT's Work as set forth in this Agreement.

v) Cyber and Technology Liability Insurance: the 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 claim and $1,000,000 annual aggregate.

19) TERMINATION:

The AUTHORITY's General Manager or his/her designee may terminate this Agreement on thirty (30) calendar days' prior written notice. In the case of termination by the AUTHORITY, the AUTHORITY shall pay the CONSULTANT for all Work performed to the effective date of termination and the reasonable costs of transferring all documentation of all Work to the AUTHORITY.

20) REVIEWS:

a) The CONSULTANT shall submit draft reports and other materials for review by the AUTHORITY prior to the submission of a final report on materials. Due dates will be negotiated, but in every instance, earlier submittal is encouraged.

b) The AUTHORITY will review the submittals and any pertinent attachments and mark all required changes. All reviews will be completed within ten (10) Business Days after receipt of the submission package, and the package will be returned to the CONSULTANT. Corrections and changes to the submission will be made by the CONSULTANT and resubmitted to the AUTHORITY for approval within ten (10) Business Days after receipt. The final approval will be submitted to the CONSULTANT within five (5) Business Days after receipt of the corrected document and any attachments. Alternate review schedules may be negotiated by mutual agreement of the Parties.

21) CONFIDENTIALITY AND RELEASE OF INFORMATION:

Through the terms of this Agreement, the CONSULTANT may furnish the AUTHORITY with information that the CONSULTANT has independently determined to be confidential under Nevada law and that the CONSULTANT will label "Confidential Information". "Confidential Information" means confidential and proprietary information of the CONSULTANT that is disclosed to the 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 the CONSULTANT to the AUTHORITY within thirty (30) calendar days of the disclosure. Confidential Information shall not include information that: (a) is now or subsequently becomes generally available to the public through no fault or breach of the AUTHORITY; (b) the AUTHORITY can demonstrate to have had rightfully in its possession prior to disclosure by the CONSULTANT; (c) is independently developed by the AUTHORITY without the use of any Confidential Information; or (d) the AUTHORITY rightfully obtains from a third party who has the right to transfer or disclose it.

The AUTHORITY and the CONSULTANT recognize the AUTHORITY's duties under the Nevada Public Records Act and do not, by this Agreement, intend to alter the AUTHORITY's duties thereunder or to require the AUTHORITY to do, or refrain from doing, anything contrary to the Nevada Public Records Act. The AUTHORITY's 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 the AUTHORITY's Office of General Counsel determines that any document or record supplied by the CONSULTANT and marked "confidential" is determined to be a public record the AUTHORITY may disclose that document or record to the extent required by the Nevada Public Records Act with prior notice to the CONSULTANT. Upon receipt of any request for Confidential Information, this Agreement, or any part thereof, the AUTHORITY will promptly forward the request to the CONSULTANT and work with the 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, the CONSULTANT shall make public information releases only as provided for and in accordance with this Agreement. Any and all other public releases of information gathered, obtained, or produced during the performance of this Agreement must be specifically approved in writing by the AUTHORITY prior to release. Such information shall include, but is not limited to, all products, intellectual property, Work Product, ideas, data, reports, background materials, and any and all other materials belonging to the AUTHORITY. Such public releases of information shall include, but are not

limited to, publication in any book, newspaper, magazine, professional or academic journal, the Internet, radio, television, and presentations to professional, academic, and/or other groups or conferences. The CONSULTANT's use of Facility Information is governed in this Agreement's Data Privacy and Security Paragraph below.

22) USE OF MATERIALS:

a) The AUTHORITY shall make available to the CONSULTANT such materials from its files as may be required by the CONSULTANT in connection with its performance of Work under this Agreement. Such materials shall remain the property of the AUTHORITY while in the CONSULTANT's possession.

b) Upon termination of this Agreement, the CONSULTANT shall turn over to the AUTHORITY any property of the AUTHORITY in its possession and any calculations, notes, reports, or other materials prepared by the CONSULTANT in the course of performing this Agreement. Any proprietary software or other tools of the CONSULTANT used to execute the Work shall remain the property of the CONSULTANT.

23) PROJECT MANAGEMENT INFORMATION SYSTEM TERMS OF USE:

a) The AUTHORITY uses various project management information systems ("PMIS"). The AUTHORITY will notify the CONSULTANT what PMIS the AUTHORITY will be using for the management of this Agreement.

b) Due to the sensitive nature of information contained within the PMIS, the AUTHORITY requires that the CONSULTANT agree to the PMIS terms of use. By entering into this Agreement, the 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 the 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) The 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 the AUTHORITY within two (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. The AUTHORITY is not responsible for any issues created by a malfunction of these PMIS Services.

(5) The 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) The CONSULTANT agrees not to remove or modify any copyright or other intellectual property notices that appear in PMIS or associated PMIS Services.

iii) The CONSULTANT agrees not to use the PMIS Services in any way that is unlawful, or harms the AUTHORITY, its service providers, suppliers or any other user. The CONSULTANT agrees not to use the PMIS Services in any way that breaches any other policy or notice on the PMIS

Services. The AUTHORITY's failure to act with respect to a breach by the CONSULTANT or others does not waive its right to act with respect to subsequent or similar breaches.

iv) NO WARRANTY. The 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 the CONSULTANT, to the maximum extent permitted by applicable law. The AUTHORITY and its suppliers make no representations, warranties or conditions, express or implied. The AUTHORITY and its suppliers expressly disclaim any and all warranties or conditions, express, statutory and implied, including without limitation (1) warranties or conditions of merchantability, fitness for a particular purpose, workmanlike effort, accuracy, title, no encumbrances, no liens and non-infringement; (2) warranties or conditions course of dealing or usage of trade; and (3) 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 the 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 the 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 (1) breach of contract; (2) breach of warranty; (3) negligence; or (4) any other cause of action, to the extent such exclusion and limitations are not prohibited by applicable law. If the CONSULTANT has any dispute or claim against the AUTHORITY or its suppliers with respect to these Terms of Use or the PMIS Services, then the CONSULTANT's sole and exclusive remedy is to discontinue using the PMIS Services.

vi) The AUTHORITY reserves the right to change the Terms of Use and will provide notice of any change to the CONSULTANT. Continued use of the PMIS Services after the effective date of such changes will constitute acceptance of and agreement to any such changes. The AUTHORITY may change, suspend, or discontinue the PMIS Services associated with PMIS at any time without notice to all or selected users. The AUTHORITY may assign these Terms of Use, in whole or in part, at any time with or without notice to the CONSULTANT. The 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. The 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 PMIS 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 the AUTHORITY and the CONSULTANT with respect to the PMIS Services and supersede all prior or contemporaneous communications of any kind between the AUTHORITY and the CONSULTANT with respect to the PMIS Services.

x) The PMIS Services are subject to the intellectual property rights of the AUTHORITY and to the Nevada public records law.

24) DATA PRIVACY AND SECURITY:

a) During the course of this Agreement, the CONSULTANT will create, receive, or have access to the Authority's Facility Information and the Facility Information of the Southern Nevada Water

Authority's members ("Authority Members"). The Authority Members include Big Bend Water District, City of Boulder City, City of Henderson, City of Las Vegas, City of North Las Vegas, Clark County Reclamation District, and the Las Vegas Valley Water District. Facility Information means drawings, maps, plans, or records that reveal the Authority's or the Authority Members' 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 Members. Facility Information is deemed to be Confidential Information of the Authority and the Authority Members.

b) The 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 the CONSULTANT's employees, contractors, subcontractors, consultants, subconsultants, agents, or auditors who have a need to know or otherwise access Facility Information to enable the 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 Paragraph. The CONSULTANT acknowledges that it will be liable to the AUTHORITY for any and all damages the AUTHORITY incurs from the CONSULTANT's failure to ensure that its Authorized Persons are contractually bound to comply with all provisions of this Data Privacy and Security Paragraph.

c) CONSULTANT ACKNOWLEDGES THAT THE UNLAWFUL DISCLOSURE OF SUCH RECORDS MAY SUBJECT THE CONSULTANT TO CRIMINAL LIABILITY PURSUANT TO NRS 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 the CONSULTANT or by the AUTHORITY to the extent that the CONSULTANT 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) The CONSULTANT shall:

   i) Notify the AUTHORITY of any Security Breach as soon as practicable, but no later than twenty-four (24) 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 Paragraph 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) The CONSULTANT acknowledges that any breach of its covenants or obligations set forth in this Data Privacy and Security Paragraph may cause the AUTHORITY irreparable harm for which monetary damages might 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) The CONSULTANT has completed and provided to the AUTHORITY the Business Partner Security Checklist providing accurate information on its security program including appropriate policies and procedures. The CONSULTANT agrees to maintain a comparable or better information security program to that disclosed in the Business Partner Security Checklist throughout the course of this Agreement that is reviewed for new risk assessments at least annually.

h) The CONSULTANT shall implement the administrative, physical and technical safeguards disclosed in the Business Partner Security Checklist to protect Facility Information from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than the current version of the CIS Controls as published by the Center for Internet Security, Inc., or its successor organization, or corresponding standards adopted by the National Institute of Standards and Technology of the United States Department of Commerce, 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.

i) The CONSULTANT shall return, destroy, or otherwise appropriately disposition any written or digital data and copies thereof upon the termination or completion of this Agreement, or as otherwise provided by law.

25) RECORDS:

The CONSULTANT shall retain financial and other records related to this Agreement for six (6) years after the completion or termination of this Agreement, and shall make available to the AUTHORITY for inspection, all books, records, documents, and other evidence directly pertinent to invoiced work reimbursable expenses under this Agreement upon reasonable notice.

26) ASSIGNMENT:

The CONSULTANT shall not assign or transfer its interest in this Agreement without the prior written consent of the AUTHORITY. If the 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) The CONSULTANT and any subcontractor working under the authority of the CONSULTANT, who is responsible for the selection, referral, hiring, or assignment of workers for the Work 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) The 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 the CONSULTANT in breach of the Agreement, terminate the Agreement, and designate CONSULTANT as non-responsible.

29) EQUAL EMPLOYMENT OPPORTUNITY:

a) The CONSULTANT and any subcontractor working under the authority of the CONSULTANT, who is responsible for the selection, referral, hiring, or assignment of workers for the Work provided pursuant to this Agreement, is required to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964. This requirement includes compliance with Equal Employment Opportunity Commission regulations that prohibit discrimination based upon race, color, religion, sex, or national origin. Furthermore, the CONSULTANT shall in all relevant manners comply with the Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, and Title I of the Americans with Disabilities Act.

b) The CONSULTANT shall make all necessary documentation as required to comply with the Acts referred to above and shall make such documentation immediately available to the AUTHORITY upon the AUTHORITY's request. The CONSULTANT is solely liable for failure to comply with this provision.

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 the AUTHORITY and the 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 the CONSULTANT or the 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:	HDR ENGINEERING, INC. Attention: Robert McCann 6750 Via Austi Parkway, Ste 350 Las Vegas, Nevada 89119 Robert.McCann@hdrinc.com
To AUTHORITY:	Southern Nevada Water Authority Attention: Anita Marquez 1001 South Valley View Boulevard Las Vegas, Nevada 89153 marqueza@lvvwd.com
With copy to: (excluding invoices)	Southern Nevada Water Authority Attention: General Counsel 1001 South Valley View Boulevard, MS 475. Las Vegas, Nevada 89153 generalcounsel@lvvwd.com

When notice is given by mail, it shall be deemed served three (3) Business Days following deposit, postage prepaid in the United States mail. When notice is given by 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 the CONSULTANT is subject to review by the AUTHORITY to ensure contract compliance at the discretion of the AUTHORITY. The CONSULTANT agrees to provide the AUTHORITY any and all information requested that relates to the performance of this Agreement. All requests for information will be in writing to the 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 twelve (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: (1) acts of God, (2) flood, fire, earthquake, or explosion; (3) war (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, with a direct impact on this Agreement; (4) if site access is necessary to perform the Work under this Agreement, site restrictions for elevated security risks; and (5) industry-wide strikes with a direct impact on this Agreement. The 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.

c) Where the CONSULTANT is prevented from completing any part of the Work under the Agreement due to a Force Majeure Event, the AUTHORITY and the 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 the CONSULTANT shall not be entitled to an increase in the sums due under this Agreement. The CONSULTANT shall provide a revised schedule for performance in accordance with ”Schedule for Performance of Work”.

d) The Party suffering a Force Majeure Event shall give notice within five (5) calendar 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:

The 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 non-discriminatory 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) 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, none of the CONSULTANT's principals, and none 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).

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.

45) 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.

HDR ENGINEERING, INC.	**Southern Nevada Water Authority**
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date

EXHIBIT A

SCOPE OF WORK

The Scope of Services for this Contract shall be set forth in each subsequently executed Task Order. The Scope of Services included in each Task Order may include any professional services that CONSULTANT is capable of providing in support of the AUTHORITY's project, including, but not limited to preliminary design, detailed design, permitting, survey, utility coordination, bidding, engineering support during construction and construction management services. Scope of Services for each subsequently executed Task Order may include, but are not limited to the following:

- Project Administration, Controls, and Management.
- Meetings, Workshops, and Coordination.
    - Navisworks Model Walkthrough
- Schedule Updates and Progress Reporting.
- Project Reviews, Approvals and Permitting including: Local Government Agencies, Federal Regulatory agencies, Clark County Regional Flood Control District (RFCD), Clark County Water Reclamation District, Clark County Building Department, and Clark County Development Services Permitting.
- Quality Control Plan Development, Management and Implementation.
- Quality Assurance and Quality Control.
- Site Reconnaissance, Condition Assessment, and Analysis/Field Visits During Planning, Design, and Construction Phases.
    - Preliminary Design Report
- Preliminary and Final Design Engineering, including Existing Utilities, Survey Services, Aerial Mapping and Photogrammetry, Geotechnical Engineering, Sub-Surface Utility Engineering (SUE).
    - Development of geo-structural support parameters, shoring frameworks, and excavation vibration thresholds
    - Development of geotechnical baseline report (GBR)
    - Geotechnical and underground construction risk evaluation, including excavation support considerations, utility protection strategies, construction sequencing evaluations, and development of design criteria for deep and complex excavations
    - Biological, Cultural, and Other Surveys to Support Environmental Compliance and Permitting
    - NEPA compliance
- Civil, Structural, Corrosion, Mechanical, Electrical and Instrumentation Design and Specifications.
- Early Procurement Packages.
- Hydraulic and Surge Analysis/Modeling.
    - Evaluation of max capacity of Foothills PS in turbine mode
    - Assessment of existing vibration monitoring system within the PS
    - Design of ROFCS
    - Replacement of four, 96" reservoir isolation valves
- Biological, Cultural, and Other Surveys to Support Environmental Compliance and Permitting.
- Hydrology and Hydraulics, Technical Drainage Study.
    - Channel Capacity
    - Site Drainage
    - Blow-off Discharge
- Construction Cost Estimating/Independent Construction Cost Estimating and Scheduling.
- Bidding Support Services.

- Conformed Documents.
- Engineering Services During Construction, Including Reviews, Interpretations, Field Meetings/Visits, and Record Drawings.
- Construction Management and Inspection Services.
- Specialty Work Observations (Valve Factory Tests)
- Other Supplemental Services as Approved.

RATES AND FEES

The AUTHORITY agrees to pay the CONSULTANT either on a lump sum basis or on the basis of direct salary times a multiplier of **3.15**, plus approved non-salary expenses. AUTHORITY will determine which method will be used to pay CONSULTANT on a task-by-task basis for each Task Order.

1. Lump Sum: For tasks on Task Orders that AUTHORITY determines will be paid on a lump sum basis, CONSULTANT will invoice monthly for the percent complete of the scope of services for each task.
2. Direct Salary Times Multiplier: For tasks on Task Orders that AUTHORITY determines will be paid on the basis of direct salary times a multiplier of 3.15, plus approved non-salary expenses, CONSULTANT will invoice monthly for actual hours spent, times the direct hourly rate, times the multiplier of 3.15. Actual cost of expenses will be charged at actual cost. Actual cost of subconsultant services will be charged at actual cost plus 5% administrative charge. Mileage will be billed at the Federal rate.
3. Travel will be invoiced in accordance with the Exhibit B Travel Policy.

The following range of direct hourly rates are valid for the duration of the Project.

Position	Direct Salary Hourly Rate
PIC/Principal	$115 - $160
Quality Manager	$115 - $160
Technical Advisor	$110 - $155
Project Mgr./Design Lead	$110 - $150
Discipline Lead	$100 - $140
Sr. Engineer	$90 - $120
Project Engineer	$75 - $100
Staff Engineer	$45 - $65
Sr. CAD	$65 - $85
CAD	$45 - $65
Project Controls	$55 - $75
Admin	$40 - $60

EXHIBIT B

TRAVEL EXPENSE REIMBURSEMENT POLICY

The CONSULTANT will bill all such expenses to the AUTHORITY at cost without markup. The CONSULTANT will provide receipts, bills, or other documentation to support expenses billed to the AUTHORITY that are not covered under a per diem. At no time will the AUTHORITY reimburse the CONSULTANT for any travel time charges. The AUTHORITY reserves the right to approve all travel plans and expected costs prior to trips.

The AUTHORITY shall reimburse the CONSULTANT according to the following expense reimbursement policy utilizing the U. S. General Services Administration travel rates (http://www.gsa.gov/portal/content/104877) for the time of travel "GSA Travel Rates".

1) Air Travel:
   a) Lowest Fare Routing: Air travel should be in economy (coach) class and booked and expensed at the lowest available airfare.
   b) Flight Changes: Any changes to flight reservations which result in an additional cost must be pre-approved by the AUTHORITY.
   c) Additional Fees: The AUTHORITY will not reimburse for convenience charges to include, but not limited to, charges for early boarding, assigned seating, or seat upgrades.
2) Lodging:
   a) Hotel Selection: the CONSULTANT shall invoice the AUTHORITY using the GSA Lodging Rate. Higher rates must be pre-approved by the AUTHORITY. If the CONSULTANT submitted rate is above the GSA Lodging Rate without pre-approval, the AUTHORITY reserves the right to reimbursement at the GSA rate, plus associated taxes calculated at the GSA rate only.
   b) Additional Fees: If additional fees are charged in association with lodging (e.g., Resort Fees) the AUTHORITY reserves the right to limit reimbursement up to $30 plus tax.
3) Ground Transportation:
   a) Car Rentals: cars are to be rented when other means of transportation are unavailable, more costly, or impractical. The use of a rented car should be justifiable as a business need and not as a matter of personal convenience. Mileage will not be reimbursed for rentals. Insurance, GPS units, and other accessories offered by rental agencies will not be reimbursed.
   b) Taxi, Ride Sharing Services, and Other Local Transportation: the cost of ground transportation to and from places of business, hotels, or airports in direct connection with AUTHORITY business is reimbursable.
   c) Mileage: the CONSULTANT shall invoice the AUTHORITY for mileage using the IRS Standard Mileage Rate when personal vehicles are used in connection with business activities and must be preapproved by the AUTHORITY.
4) Meals and Incidentals:

   Per Diem: A per diem allowance will be paid for each day of travel. Per diem is to cover all meals and other incidental charges and does not require submission of receipts. The CONSULTANT shall invoice the AUTHORITY using the GSA Travel Rate per diem.
   Incidental Expense: The following incidental expenses, when directly related to company business, are reimbursable and are not part of per diem expense:
   a) Parking/tolls in connection with operation of personal or rented vehicle. Self-parking charges are preferred; valet parking charges will be reimbursed only if there are no other parking options.
   b) Long-distance telephone calls from hotel related to AUTHORITY business are reimbursable.
   c) Internet connection fees if required for AUTHORITY business are reimbursable.
5) Tips:
   a) Tips of any nature are not reimbursable.

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

November 19, 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 an agreement between Granite Construction Company and the Authority to provide design build services in support of Intake No. 3 and Low Lake Level Pumping Station modifications for an amount not to exceed $20,855,984.

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 March 16, 2023, the Board of Directors approved an agreement with Jacobs Engineering Group Inc. (Jacobs), to assess the impacts of lower lake levels on existing infrastructure and explore options for modifying Intake No. 3 and the Low Lake Level Pumping Station (L3PS) to ensure continued water quality and reliability at lower lake levels. Jacobs prepared a preliminary engineering report documenting its findings, which included recommendations to physically lower Intake No. 3 and update the L3PS pumps accordingly.

On July 8, 2026, the Authority issued a request for qualifications and proposals for a design-build team (Design Builder) to complete design, permitting, and construction for the Intake No. 3 Modifications Project No. 3535S (Project). Interviews were held on September 15, 2026, and responsive final proposals were received on September 21, 2026. Proposals were reviewed by an evaluation committee comprised of Authority engineering staff, and were evaluated for personnel experience and qualifications, proposed project costs and detail, and understanding of, and approach to, scheduling of the project to meet critical milestones. Based on the evaluation results, Granite Construction Company (Granite) is considered the most qualified applicant and is recommended for the award of the agreement for the Project.

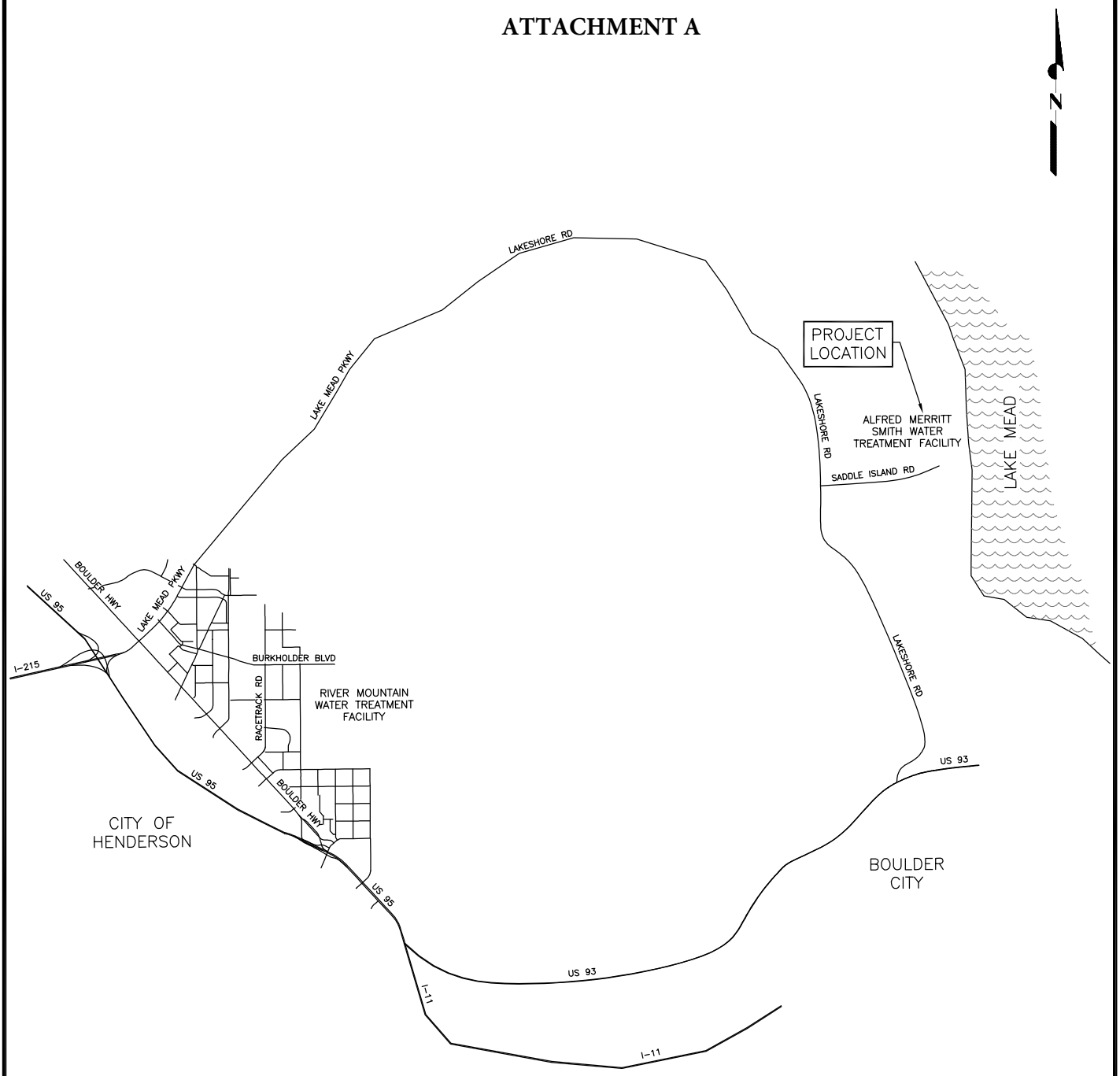
If approved, the attached Owner-Design Builder Agreement No. 015157 (Agreement) provides the terms and conditions necessary for Granite to complete the design, permitting and construction of the Project. Costs associated with the Agreement consist of a total amount not to exceed $20,855,984, which includes a contingency for minor Authority-requested revisions.

This Agreement is being entered into pursuant to NRS 338.1727 and Section 6(e) 6(i) 6(o) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the Agreement.

JJE:DJR:PJJ:np
Attachments: Attachment A, Disclosure, Agreement

AGENDA ITEM # **13**

ATTACHMENT A



SOUTHERN NEVADA WATER AUTHORITY CONCEPTUAL DRAWING

NOT TO SCALE	DRAWN BY: JDT EDITED BY: JDT ENGINEER: JDT	INTAKE NO. 3 MODIFICATIONS	PROJECT NO 3535S 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:	Publicly Traded Corporation
Business Designation Group:	
Number of Clark County Residents Employed:	65
Corporate/Business EntityName:	Granite Construction Company
Doing Business As:	
Street Address:	585 W. Beach Street
City, State, and Zip Code	Watsonville, CA 95076
Website:	https://www.graniteconstruction.com/
Contact Name:	Chris Burke
Contact Email:	chris.burke@gcinc.com
Telephone No:	(831) 724-1011
Fax No:	

Nevada Local Business Information (if applicable)

Local Street Address:	2275 Corporate Circle #200 89074
Local Website:	https://www.graniteconstruction.com/
Local Contact Name:	Chris Burke
Local Contact Email:	chris.burke@gcinc.com
Telephone No:	(775) 358-8792
Fax No:	(775) 358-0372

BUSINESS ENTITY OWNERSHIP LIST

All entities, with the exception of *publicly-traded corporations* and *non-profit organizations*, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board of Directors. (*If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties).*

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

Publicly-traded corporations and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

No Ownership More than Five Percent (5%) Statement (if applicable):

Listed Disclosures Below *(additional supplemental information may be attached, if necessary):*

Additional Supplemental Information to be Attached?

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)
Granite Construction Incorporated	Parent Company of Granite Construction Company	100
Kyle Larkin	Chief Executive Officer	0
Staci Woolsey	Chief Financial Officer	0
Brian Dowd	Senior Vice President - Construction	0
Bradly Estes	Senior Vice President - Materials	0
Timothy Gruber	Senior Vice President - Human Resources	0
Craig Hall	Senior Vice President - General Counsel	0
Michael Tatusko	Senior Vice President - Construction	0
Bradley Williams	Senior Vice President - Construction	0
Nicole Prettol	Vice President - Corporate Controller	0
Michael Barker	Vice President - Investor Relations	0
Nicholas Blackburn	Vice President - Tax	0
James Nickerson	Vice President	0
Xin Gu	Vice President - Treasurer	0
Andrew Brock	Senior Vice President - Strategy & Corporate Development	0
Malcom Jack	Chief Technology Officer	0
Michael McNally	Chairman of the Board	0
Louis Caldera	Director	0
Molly Campbell	Director	0
David Darnell	Director	0
Carlos Hernandez	Director	0
Alan Krusi	Director	0
Celeste Mastin	Director	0
Laura Mullen	Director	0
Timothy Romer	Director	0

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

Business Owner/Principal/Employee 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, principals, or employees 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:	Chris Burke
Signer Title:	Regional Vice President
Signer Email:	Chris.Burke@gcinc.com
Signed Date:	10/07/2026
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.

Pearson, Natalie	Pearson, Natalie Executive Assistant I	10/15/2026
Signature	Print Name/Title	Date

00 52 00

OWNER-DESIGN BUILDER AGREEMENT

THIS OWNER-DESIGN BUILDER AGREEMENT ("Agreement"), made and entered into, by and between Southern Nevada Water Authority, hereinafter referred to as Owner, and Granite Construction Company hereinafter referred to as Design Builder, with both Owner and Design Builder collectively referred to as the Parties.

WHEREAS, the Owner desires to obtain professional design and construction services for work on the Owner's Intake No. 3 facilities;

WHEREAS, the Design Builder is properly qualified and licensed, holding a Nevada Contractor License, number 0008079, with an unlimited license limit, and desires to provide the professional design and construction services required by the Owner;

WHEREAS, the Owner, in reliance on the Design Builder's representations and proposals, agrees to retain the Design Builder, and the Design Builder agrees to furnish the professional design and construction services to the Owner, on the terms and conditions hereinafter set forth.

NOW THEREFORE, 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 Design Builder the Contract for:

Title:	Intake No. 3 Modifications
Project Nos:	3535S
Commitment No:	015157

   Public Works Project Identifying Number: PWP-CL-2026-450

2. Design Builder agrees to perform and complete in a good and workmanlike manner Work as defined in the Contract Documents and to furnish properly qualified and licensed design professionals, 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 Design Builder hereby certifies that the Design Builder has read and understands every provision contained in the Contract Documents. Design Builder 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 Design Builder shall receive in full compensation a total sum not to exceed the Contract Price, in the manner and upon the conditions set forth in the Contract Documents.

5. Contract Documents comprise the entire agreement between the Owner and Design Builder for the performance of Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the state of Nevada. In resolving inconsistencies among two or more components of the Contract Documents, residents shall be given in the following order (with the first listed component having the highest precedent):

a. Drawings
b. Technical Specifications
c. General Requirements
d. Supplementary Conditions
e. General Conditions
f. Bidder Statement of Authority to Submit Bid Form and accompanying documents, including, without limitation:
    a. Affidavit Pertaining to Preference Eligibility
    b. Project Labor Agreement
g. Notice of Intent to Award
h. Agreement
i. Bid Form
j. Bonds
k. Instructions to Bidders
l. Invitation to Bid and Legal Notice
m. Notice of Award
n. Notice(s) to Proceed
o. Bridging Information

6. The total Contract Price for all Work Packages is $19,855,984.

7. Affirmative Agreement to Arbitrate. By the signing of this Agreement, Design Builder expressly authorizes Article 16 of the General Conditions and affirmatively agrees to settle all disputes, claims, or questions by binding arbitration.

8. Disclosure of No Employee/Official Relationship and No Employee/Official Ownership/Involvement:

Design Builder affirms that:

a. No individuals holding more than five percent ownership or financial interest in the Design Builder, none of the Design Builder's principals, and none of the Design Builder's employees have a relationship with any employee or official of the Owner 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).
b. No employee or official of the Owner has any ownership or financial interest in the Design Builder exceeding five percent.
c. No employee or official of the Owner has any involvement with the negotiation of this Agreement on behalf of the Design Builder or involvement in the day-to-day activities of the Design Builder.

IN WITNESS WHEREOF:

GRANITE CONSTRUCTION COMPANY

By: _____
Signatory Empowered to Bind Design Builder

_____
Type or Print Name

_____
Official Title

_____
Date

SOUTHERN NEVADA WATER AUTHORITY

By: _____
John J. Entsminger
General Manager

_____
Date

Approved as to Form:

_____
Attorney for Southern Nevada Water Authority

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

November 19, 2026

Subject:
Litigation Intervention

Petitioner:
Gregory J. Walch, General Counsel

Recommendations:
That the Board of Directors ratify the Authority's filing of a Motion to Intervene, and participate in, a petition for judicial review filed in the Seventh Judicial District Court, Lincoln County, and related actions, challenging State Engineer Order 1343, which concerns the designation of the Lower White River Flow System and the Authority's water rights to the Muddy River.

Fiscal Impact:
None by approval of the above recommendation.

Background:
In 2018, the Nevada State Engineer initiated administrative proceedings concerning the Lower White River Flow System (LWRFS), which includes the headwaters of the fully appropriated Muddy River, Garnet, and Coyote Spring hydrographic basins, among other areas of interest. The State Engineer engaged in the administrative process and held a two-week hearing on the matter in 2019, which resulted in State Engineer Order 1309. On July 7, 2020, the Board of Directors approved the Authority's filing of, and participation in, a petition for judicial review of Order 1309 (Phase 1 Litigation). The Authority successfully pursued and defended its positions, resulting in a favorable Nevada Supreme Court decision and a final order upholding Order 1309's factual determinations, which included the delineation of the LWRFS hydrographic basin's boundaries.

On July 1, 2026, the State Engineer issued Order 1343, Designating the Lower White River Flow System Within Clark and Lincoln Counties, Nevada, and initiating "Phase 2" of the LWRFS administrative proceedings. On July 30, 2026, however, prior to initiating Phase 2 administrative proceedings, Lincoln County and Vidler Water Company filed a petition for judicial review of Order 1343, to remove portions of Kane Springs from the LWRFS and upset Order 1309's findings. To avoid prejudice and ensure timely intervention, the Authority filed a motion to intervene on September 18, 2026. If ratified, the Authority will participate in the litigation to protect its Muddy River water rights and other interests in the LWRFS.

This action is authorized pursuant to the November 16, 2017, Resolution and Sections 6(i) and 6(n) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this agenda item.

JJE:GJW:TDS:SCA:skm
Attachment: Motion to Intervene

AGENDA ITEM # **14**

CASE NO.: CV0702526

DEPT. NO.: 1

IN THE SEVENTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF LINCOLN

* * *

LINCOLN COUNTY WATER DISTRICT, a political subdivision of the State of Nevada, and VIDLER WATER COMPANY, INC., a Nevada corporation, Petitioners, vs. JOE CACIOPPO, P.E., NEVADA STATE ENGINEER, DIVISION OF WATER RESOURCES, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, Respondent.	**NOTICE OF MOTION AND MOTION TO INTERVENE**

Proposed Intervenor, SOUTHERN NEVADA WATER AUTHORITY ("SNWA"), by and through their attorneys of record, PAUL G. TAGGART, ESQ., TIMOTHY D. O'CONNOR, ESQ., AND THOMAS P. DUENSING, ESQ. of the law firm TAGGART & TAGGART, LTD., and STEVEN C. ANDERSON, ESQ., of SNWA, hereby file this Motion to Intervene ("Motion") in the above captioned case. The Motion seeks an order adding SNWA as a party in LINCOLN COUNTY WATER DISTRICT and VIDLER WATER COMPANY, INC.'s Petition for Judicial Review.

SNWA makes this motion based on the following Notice of Motion, Memorandum of Points and Authorities, the papers, and pleadings on file in this action, and any oral argument this Court may allow at the time of a hearing on this motion.

Taggart & Taggart, Ltd.
108 North Minnesota Street
Carson City, Nevada 89703
(775)882-9900 – Telephone
(775)883-9900 – Facsimile

NOTICE OF MOTION

TO: ALL PARTIES AND COUNSEL OF RECORD:

PLEASE TAKE NOTICE that the undersigned counsel will appear at Lincoln County Courthouse, Seventh Judicial District Court, on the ___ day of _____, 2026, at _____ in Department 1, or as soon thereafter as counsel may be heard, to bring this Motion to Intervene for hearing.

Dated this 18 day of September 2026.

TAGGART & TAGGART, LTD.

By: _____

TIMOTHY D. O'CONNOR, ESQ.
Nevada State Bar No. 14098
PAUL G. TAGGART, ESQ.
Nevada State Bar No. 6136
THOMAS P. DUENSING, ESQ.
Nevada State Bar No. 15213
108 North Minnesota Street
Carson City, Nevada 89703
Attorneys for Southern Nevada Water Authority

Taggart & Taggart, Ltd.
108 North Minnesota Street
Carson City, Nevada 89703
(775)882-9900 – Telephone
(775)883-9900 – Facsimile

Taggart & Taggart, Ltd.
108 North Minnesota Street
Carson City, Nevada 89703
(775)882-9900 ~ Telephone
(775)883-9900 ~ Facsimile

MEMORANDUM OF POINTS AND AUTHORITIES

INTRODUCTION

SNWA is a regional, cooperative agency formed in 1991 as a political subdivision of Nevada. SNWA manages water treatment, delivery, conservation, and long-term water resources for the Las Vegas Valley on behalf of its seven local water and wastewater "member agencies." Collectively, the member agencies serve more than 2.3 million residents in southern Nevada and more than 40 million visitors every year. SNWA's responsibilities include allocating and distributing Nevada's Colorado River water allocation to its member agencies. In a nutshell, SNWA provides and protects the water that Las Vegas and her surrounding cities have relied on to bloom in the desert.

The Lower White River Flow System ("LWRFS") is a system of hydrologically interconnected basins that underlies and flows through Clark and Lincoln Counties.[1] SNWA controls approximately 20,000 acre-feet annually ("afa") of senior Muddy River decreed water rights, and 11,200 afa of groundwater, both of which are within in the LWRFS. In 2020, the State Engineer determined that groundwater development in the LWRFS may be impairing senior rights, and that groundwater may be over-appropriated.[2] Further, the State Engineer found that groundwater pumping within the LWRFS reduces spring flows in the Warm Springs area, home to an endangered fish.[3] The Nevada Supreme Court upheld the State Engineer's legal authority to *delineate* the LWRFS, including Kane Springs Valley ("Kane Springs"), in 2024. In 2025, the District Court then upheld the State Engineer's factual findings that Kane Springs is hydrologically connected to the LWRFS basins. Notably, Lincoln County and Vidler *did not appeal the District Court's findings or conclusions*.

In February 2026, the State Engineer held a public hearing on whether to *designate* the entirety of the LWRFS as a single basin, including Kane Springs. Order 1343 says:

> Joint management of the Lower White River Flow System warrants the designation of the entire Lower White River Flow System Basin pursuant to NRS 534.030 so that all provisions of NRS Chapter 534 relating to the designated areas can be used in future management decisions of the Basin.[4]

---

[1] The State Engineer's authority to delineate and jointly manage the interconnected LWRFS, including Kane Springs Valley, was recently reaffirmed in *Sullivan v. Lincoln County Water Dist.*, 140 Nev. 285, 542 P.3d 411 (2024).
[2] July 1, 2026, Order 1309 at 42.
[3] July 1, 2026, Order 1309 at 46.
[4] Order 1343 at 3.

Taggart & Taggart, Ltd.
108 North Minnesota Street
Carson City, Nevada 89703
(775)882-9900 - Telephone
(775)883-9900 - Facsimile

SNWA is among many interested parties participating in the LWRFS administrative process. At the public hearing, SNWA presented comments, such as emphasizing that the State Engineer's decision in Order 1309 concluded, based on substantial evidence, that Kane Springs is hydrologically connected with the LWRFS Basin. SNWA asserted that "a wider boundary is imperative" during the management phase of the LWRFS administrative proceedings.[5]

Order 1343 was then issued July 1, 2026, designating the singular LWRFS Basin, which again included Kane Springs. Lincoln County Water District, and Vidler Water Company, Inc., (hereinafter as "Vilder") filed a Petition for Judicial Review ("PJR") of Order 1343. Vidler argues that Order 1343 should be overturned, which would limit the tools available to the State Engineer in jointly administering LWRFS Basin, including SNWA's water rights. Some basins in the LWRFS have been designated in a piecemeal fashion over the last 50 years. Kane Springs has not.

Order 1343 delineates the LWRFS Basin as one basin, not separate individual basins, hydrologically cohesive and in need of additional administration. The Muddy River has a proven reaction to groundwater withdrawals in the LWRFS Basin, and SNWA's use of its water rights will be dependent on how other rights in (and beyond) LWRFS Basin are managed. Water is a zero-sum game, and "the determination of one claim necessarily affects the amount available for the other claims."[6] Because the State Engineer's joint management decisions will affect all water right holders within the LWRFS, each water right holder should be a party to Vidler's PJR.

BACKGROUND

I. Hydrologic Connectivity Of The LWRFS

Throughout the 1990s and early 2000s, numerous applications to appropriate large quantities of groundwater were filed within southern Nevada basins, including the Coyote Spring Valley, Black Mountains Area, Garnet Valley, and Kane Springs Valley ("Kane Springs") basins. Prior to acting on the applications, the State Engineer ordered a stress test of the aquifer to help determine how much water could be developed. Groundwater pump testing and subsequent monitoring analysis by the State Engineer found that several basins in the area were hydrologically interconnected. Groundwater

[5] Ex. 1 at 3.
[6] *Nevada v. United States*, 463 U.S. 110, 140, 103 S. Ct. 2906, 2923 (1983).

pumping in one basin could affect both surface and groundwater throughout other interconnected basins – including the decreed senior surface rights to the Muddy River which are home to an endangered species of fish, the Moapa Dace.[7]

To authorize the Order 1169 Pump Test, in 2006, SNWA, along with other interested parties,[8] signed a Memorandum of Agreement ("MOA") in which all parties agreed to certain actions to protect the endangered Moapa Dace if ever the flow levels in the Muddy River declined to certain untenable levels. The MOA was created to ensure water usage in the LWRFS did not interfere with measurable progress toward protection and recovery of the endangered Moapa Dace.

The State Engineer issued Rulings 6254-6258, finding that pumping of existing rights in the pump testing measurably reduced flows in the headwater springs of the Muddy River.[9] Despite the mountains on the surface, the underground aquifer offered no separation of effects between the basins; the basins share one source of water.

II. Order 1309 And The *Sullivan* Litigation

In 2020, the State Engineer issued Order 1309. Order 1309 determined, among other things, that seven of the area's basins were hydrologically conjoined and should be administered as one large basin. That July, multiple parties appealed Order 1309, most in the Eighth Judicial District Court ("Eighth JD"). Vidler challenged the State Engineer's inclusion of Kane Springs in LWRFS's management area to this Court. Each of the Eighth JD cases were consolidated, and this Court granted the State Engineer's and SNWA's motion to change venue of Vidler's PJR to the Eighth JD. Vidler's appeal of the transfer of venue failed with the Nevada Supreme Court commenting in dicta that the Eighth JD is likely the 'Decree Court' for the Muddy River Decree.[10] The Supreme Court then upheld the venue transfer

[7] A more detailed history of the LWRFS, including pump testing, can be found in *Sullivan v. Lincoln County Water Dist.*, 140 Nev. 285, 542 P.3d 411 (2024).

[8] Including Coyote Springs Investments, the United States Fish and Wildlife Service, the Moapa Valley Water District, and the Moapa Valley Band of Paiute Indians.

[9] *See* State Engineer's Ruling 6254.

[10] Order of Affirmance at 5, *Lincoln County Water Dist. v. Wilson.*, 137 Nev. 934, No. 81792 (Nev. Sup. Ct. 2021). ("The stronger argument does seem to be that Clark County is the decree court with in the meaning of the decree court exception, given that the Muddy [River] decree issued the Tenth Judicial Court in the State of Nevada, *in and for the County of Clark*" and purported to determine the "relative rights in and to the waters of the Muddy River and its tributaries *in Clark County*.").

Taggart & Taggart, Ltd.
108 North Minnesota Street
Carson City, Nevada 89703
(775)882-9900 – Telephone
(775)883-9900 – Facsimile

pursuant to NRS 13.050(2)(e) which permits discretionary transfers for convenience purposes, and has a "highly deferential standard of review."[11]

The matter worked its way through the Eighth JD, and subsequently the Nevada Supreme Court. The State Engineer's authority to delineate and jointly manage the interconnected basins, including Kane Springs, was reaffirmed in 2024 in *Sullivan v. Lincoln County Water Dist.*[12] Then, in 2025, the Eighth JD found the State Engineer's inclusion of Kane Springs in the jointly administered LWRFS was supported by substantial evidence, including hydrologic pump testing, surface science, and years of monitoring data. The District Court upheld the finding that "the [LWRFS] basins share a close hydrologic connection and the same source of water."[13] The Eighth JD affirmed the State Engineer's finding that Kane Springs is part of the LWRFS, and must be collectively managed and allocated with an eye toward protecting the critically endangered Moapa dace. In doing so, the District Court deferred to the State Engineer's decision, stating:

> Regarding Kane Springs, … the hydrographic evidence submitted by the [National Park Service is] the most persuasive. The NPS reviewed hydrologic data and concluded that there is a clearly established hydrologic connection between Kane Springs and the LWRFS, including the discharge to the Muddy River.[14]

The District Court's final order was entered on May 23, 2025. The following November, the State Engineer issued a draft order designating the LWRFS as a single basin (as opposed to seven separate basins). Comments were collected, and a hearing on the draft order occurred in February 2026. During the hearing, interested parties commented on the draft designation order. SNWA, for instance, supported the designation of all basins in the LWRFS that had been found to be interconnected in Order 1309 for joint management. The basis of SNWA's position was the "interconnectivity of the subbasins and the threat that pumping can pose to senior surface water right holders and sensitive species reliant on surface water."[15] Kane Springs should be included in future management as a "cautious and inclusive" measure.[16] Notably, SNWA included technical comments that discredited Vidler's

[11] Order of Affirmance at 5, *Lincoln County Water Dist. v. Wilson.*, 137 Nev. 934, No. 81792 (Nev. Sup. Ct. 2021).
[12] *Sullivan v. Lincoln County Water Dist.*, 140 Nev. 285, 542 P.3d 411 (2024).
[13] Ex 2 at 15:7-8.
[14] Ex 2 at 21:4-7.
[15] Ex. 1 at 2.
[16] Ex. 1 at 7.

Taggart & Taggart, Ltd.
108 North Minnesota Street
Carson City, Nevada 89703
(775)882-9900 – Telephone
(775)883-9900 – Facsimile

repackaged arguments about why Kane Springs was severed from the rest of the LWRFS Basin. SNWA pointed out that Vidler's report concedes groundwater indeed flows from Kane Springs into the LWRFS Basin, demonstrating a hydrologic connection.

III. Order 1343 And Vidler's PJR

On July 1, 2026, the State Engineer issued Order 1343.[17] The Order designated the LWRFS Basin, again including Kane Springs. While Kane Springs had been found to be one of the many basins sharing connective hydrogeological tissue with the rest of the LWRFS, and subject to joint administration, it was not in itself formally designated. The Order 1343 designation occurred "so that all provisions of NRS Chapter 534 relating to designated areas can be used in future management decisions of the [LWRFS]."[18] Lincoln County filed the instant PJR arguing that Order 1343 was arbitrary and capricious in designating the LWRFS Basin to include Kane Springs.

Relevant to the LWRFS in particular, SNWA's water resource portfolio includes approximately 20,000 afa of senior Muddy River decreed water rights, and groundwater in the LWRFS. SNWA treats and delivers Colorado River water to its member agencies, of which LVVWD is the largest. SNWA is also responsible for regional water supply planning as well as development of new water resources for its members, who serve approximately 74 percent of Nevada's population. LVVWD is a non-profit water utility and municipal purveyor that provides water service to over 1.5 million people in Southern Nevada from the Colorado, Virgin, and Muddy Rivers and from groundwater within the Las Vegas Valley. LVVWD also operates rural groundwater systems in Jean, Searchlight, Blue Diamond, and Kyle Canyon.

IV. Kane Springs Water Rights

All the groundwater rights in Kane Springs are appropriated by Vidler and its affiliates for municipal use. None are actually pumped or used. The rights are some of the most junior priority rights in the LWRFS Basin. At the time the water rights were granted, the State Engineer determined that there

[17] July 1, 2026, Order 1343 at 5-6.
[18] July 1, 2026, Order 1343 at 3.

Taggart & Taggart, Ltd.
108 North Minnesota Street
Carson City, Nevada 89703
(775)882-9900 – Telephone
(775)883-9900 – Facsimile

was a unique hydrologic connection between Kane Springs and the other basins in the LWRFS,[19] even though the extent of the connection was unknown because the pump tests were not yet completed under Order 1169.

STANDARD OF REVIEW

NRS 12.130(1)(a) provides that at any time before trial, "any person may intervene in an action or proceeding, who has an interest in the matter in litigation." NRS 12.130(1)(b) states "[a]n intervention takes place when a third person is permitted to become a party to an action or proceeding between other persons, either by joining the plaintiff in claiming what is sought by the complaint, or by uniting with the defendant in resisting the claims of the plaintiff, or by demanding anything adversely to both the plaintiff and the defendant."

The Nevada Rule of Civil Procedure ("NRCP") 24 provides the procedural framework for (a) interventions as a matter of right; and (b) permissive interventions. An entity has a right to intervene in an action where it shows that (1) it has sufficient interest in the subject matter of the litigation, (2) its ability to protect its interest would be impaired if it does not intervene, (3) its interest is not adequately represented, and (4) its application is timely.[20] Permissive intervention is allowed when the movant "claims an interest relating to the property or transaction that is the subject of the action, and is so situated that disposing of the action may as a practical matter impair or impede the movant's ability to protect its interest, unless existing parties adequately represent that interest."[21]

ARGUMENT

SNWA has a right to intervene because its senior decreed Muddy River surface water rights are real property which are directly affected by Order 1343's reach and efficacy, while Vidler seeks to vacate Order 1343 entirely. Without intervention, SNWA will not be able to adequately defend the protection parameters for its own senior decreed Muddy River water rights, or groundwater rights, that Order 1343 begins to set. The State Engineer cannot solve the problems existing in the LWRFS Basins

[19] *See* Ruling 5712 at 15("Given the unique hydrologic connection between the Kane Springs Valley Hydrographic Basin and the Coyote Spring Valley Hydrographic Basin, the development of ground water within Kane Springs Valley will ultimately affect water levels and flows in the White River regional carbonate-rock aquifer system.").
[20] *Las Vegas Police Protective Ass'n, Inc. v. Eighth Jud. Dist. Ct. in & for Cnty. of Clark*, 138 Nev. 632, 515 P.3d 842 (2022).
[21] NRCP 24(a).

Taggart & Taggart, Ltd.
108 North Minnesota Street
Carson City, Nevada 89703
(775)882-9900 – Telephone
(775)883-9900 – Facsimile

without addressing all connected basins which may be contributing to the problem. Because "real property rights, including water rights, are unique forms of property" which cannot be "adequately represented by others,"[22] SNWA's Motion to Intervene should be granted. This Motion must be considered with great deference to the fact that the State Engineer decided that Kane Springs (home to Vidler's water rights) is hydrologically connected to (and therefore affects the remainder of) the LWRFS – including the Muddy River.[23]

I. SNWA Has A Right To Intervene.

In Nevada, water rights are "regarded and protected as real property."[24] SNWA holds tens of thousands of acre-feet of decreed senior surface water on the Muddy River, and rights to develop groundwater within the LWRFS. Where the State Engineer found that Kane Springs should be included in the Order 1343 area because of hydraulic connections, Vidler argues the area should not be included. "The decision of the State Engineer is prima facie correct, and the burden of proof is upon the party attacking the same."[25]

The Nevada Supreme Court explicitly stated surrounding water right holders who could potentially be affected by the decision of a district court must be permitted to participate in the judicial proceedings at a stage which will "give parties a meaningful input in the adjudication of their rights."[26] Resolution of Vidler's PJR will impact the real property rights[27] of all other appropriators in the LWRFS because each of the LWRFS water rights holder's rights has been determined to be interconnected with the others.[28] Notably here, Vidler recognizes its duty to notify parties who have an interest in the outcome of the PJR, but failed to do so.[29] Vider further states that a copy of the PJR was sent to "all

Taggart & Taggart, Ltd.
108 North Minnesota Street
Carson City, Nevada 89703
(775)882-9900 – Telephone
(775)883-9900 – Facsimile

[22] *Eureka Cty. v. Seventh Judicial Dist. Court of Nev.*, 134 Nev 275, 282, 417 P.3d 1121, 1126 (2018).
[23] *Sullivan v. Lincoln County Water Dist.*, 140 Nev. 28, 40, 542 P.3d 411, 422 (2024).
[24] *Application of Filippini*, 66 Nev 17, 21-22, 202 P.2d 535, 537 (1949); *Eureka Cty. v. Seventh Judicial Dist. Court of Nev.*, 134 Nev 275, 282, 417 P.3d 1121, 1126 (2018).
[25] NRS 533.450(10).
[26] *Eureka Cty. v. Seventh Judicial Dist. Court of Nev.*, 134 Nev 275, 282, 417 P.3d 1121, 1126 (2018); see also *Desert Valley Wate Co. v. State*, 104 Nev. 718, 766 P.2d 886 (1988).
[27] *Eureka County v. Seventh Judicial Dist. Court of Nev.* 134 Nev 275, 411 P.3d 1121 (2018)(concluding that "real property rights, including water rights, are unique forms of property and those with an ownership interest cannot be adequately represented by others.").; see also *Dixon v. Thatcher*, 103 Nev. 414, 416, 742 P.2d 1029, 1030 (1987).
[28] Ex. 2.
[29] *See* Vidler's Petition for Judicial Review at 2: 22-23.

other parties of record in these proceedings" in its Notice of Petition, yet failed to include notice to other groundwater holders including SNWA.

The *Eureka* Court focused on the "due process prior to the deprivation of a property right"[30] owed to a water right holder. The *Eureka* Court explained that because the relief at issue may directly impact others' water rights, those water right holders must be notified for an opportunity to participate before judicial decisions are made. "Notice to persons or entities who might be affected by the decision *and their ensuing participation in the proceedings should be encouraged.*"[31] As Vidler's PJR requests that the Court vacate Order 1343 entirely, SNWA should be permitted to intervene because vacation of Order 1343 will change how all water in the LWRFS can be managed, including how surface waters will be projected through joint groundwater management. If, for example, the State Engineer is forced to vacate Order 1343, and cannot designate the basins together, and Kane Springs is not included in groundwater management decisions, pumping in that basin will be an uncontrolled variable in the management plan. Further, because pumping in Kane Spring affects the surface flows of the Muddy River like all other groundwater pumping in the LWRFS Basins, any legal distribution of rights to pump water must include recognize and control Kane Springs water rights as well.

The Order determines that the complex and complete hydrological connection tying the basins' together demands that the basins must be designated as one to be effectively managed together to protect the endangered Moapa dace, and that decision is prima facie correct.[32] Because this case centers on how the State Engineer can administer the water rights within the hydrologically connected LWRFS Basin relative to one another, SNWA and all other parties with rights within the LWRFS Basin have sufficient interests to intervene.

A. <u>SNWA's has a sufficient interest in the subject matter of the PJR because it owns surface water rights within the LWRFS affected by pumping in Kane Springs, and owns groundwater rights that will be subject to future management decisions.</u>

SNWA is the governmental body responsible for acquisition and management of water rights within southern Nevada for its members. SNWA controls both surface and groundwater rights in the

[30] *Eureka Cty. v. Seventh Judicial Dist. Court of Nev.*, 134 Nev 275, 281, 417 P.3d 1121, 1126 (2018);
[31] *Desert Valley Water Co. v. State.*, 104 Nev. 718, 721, 766 P.2d 886 (1988).
[32] NRS 533.450(10).

Taggart & Taggart, Ltd.
108 North Minnesota Street
Carson City, Nevada 89703
(775)882-9900 - Telephone
(775)883-9900 - Facsimile

LWRFS. As for surface rights, SNWA's water resources portfolio includes approximately 20,000 afa of senior Muddy River decreed water rights. The Muddy River decreed surface waters are reactive to groundwater pumping that occurs throughout the LWRFS. Separate and apart from its surface water rights, SNWA, and its member LVVWD, own about 11,200 afa of groundwater rights within the larger LWRFS. Management of pumping within the LWRFS directly affects the surface waters, and therefore the holders of Muddy River Decree water rights, and groundwater right holders, have a right to intervene.

As a holder of a significant portion of the total groundwater in the LWRFS Basin, SNWA is one of the parties whose groundwater rights will need to be conjunctively managed to protect the surface waters on the Muddy River, and relative to all other groundwater holders in the LWRFS. This factor is amplified by Vidler's request to overturn Order 1343 in its entirety, not just remove Kane Springs from future management. Because Vidler's Kane Springs water rights are also pulling water from the same shared aquifer as SNWA's rights, and will be a factor to the overall management strategy in the LWRFS, SNWA is interested in this matter.

In *Sullivan v. Lincoln County Water Dist.*, the Nevada Supreme Court described "the basins in the LWRFS all shar[ing] the same, interconnected source of water."[33] The Court further stated "[t]he State Engineer must then have the authority to determine the maximum amount that can be pumped from the LWRFS as a whole in order to determine whether water is available for further appropriation and to protect the flow of water to senior vested rights.[34]" The State Engineer's determination that the Muddy River shares a hydraulic connection to groundwater pumping in Kane Springs, as well as the other areas within the LWRFS Basin, was upheld.[35] That fact is no longer at issue. After reviewing Vidler's latest arguments about discovering an underground fault that, in theory, may sever Kane Springs from the LWRFS Basin, the State Engineer confirmed "the updated hydrograph does not show a hydrographic pattern different from the pattern observed in Order 1309..."[36] Stated simply, groundwater development in Kane Springs affects the resource in the rest of the LWRFS, and vice-versa. As is the case here, the court's review must be "at its most deferential" where it is reviewing

[33] *Sullivan v. Lincoln County Water Dist.*, 140 Nev. 28, 37, 542 P.3d 411, 420 (2024).
[34] *Id.*
[35] In Order 1309, the State Engineer determined that "while attenuated, the general hydrographic pattern observed in southern Kane Springs Valley reflects a response to Order 1169 pumping, consistent with a close hydraulic connection with the LWRFS." June 15, 2020, Order 1309 at 52.
[36] July 01, 2026, Order 1343 at 5.

Taggart & Taggart, Ltd.
108 North Minnesota Street
Carson City, Nevada 89703
(775)883-9900 – Telephone
(775)883-9900 – Facsimile

scientific determinations "within the State Engineer's area of special expertise, at the frontiers of science."[37]

The proper designation of the entirety of the LWRFS Basin, which the State Engineer has decided includes Kane Spring, is critically important to SNWA. Vidler's PJR requests overturning Order 1343, and in turn, keeping the LWRFS Basin undesignated and subject to piecemeal administration. Here SNWA's water rights within the LWRFS are affected by Order 1343, both by regulating the water rights themselves and regulating relative rights, and therefore must be allowed to participate in this proceeding. As holders of surface and groundwater in multiple basins within the LWRFS Basin, SNWA must be permitted to participate to protect their interest.[38]

B. <u>SNWA will lose its ability to protect its interest if it does not intervene.</u>

Under the State Engineer's previous Order 1169, pump tests were performed to determine whether groundwater pumping within the LWRFS would affect surface water sources within the LWRFS, and at what extent groundwater could be developed in the area. The findings based in those pump tests provided conclusive evidence of the heterogeneity of the basins. Pumping throughout the LWRFS reduced surface water flows and dropped neighboring groundwater levels.[39] The State Engineer previously determined (upheld on judicial review) that Kane Springs is hydrologically conjoined with its neighboring basins and has now found in Order 1343 that Kane Springs properly belongs within the LWRFS Basin for joint management. Overturning Order 1343 will reduce the State Engineer's ability to effectively administer groundwater pumping that is hydrologically connected to senior surface rights.

SNWA will not have an administrative remedy if Order 1343 is overturned; Order 1343 is the beginning of the remedy. SNWA's participation in the Order 1343 administrative processes and subsequent appeals is its method of protecting its interests, and overturning the Order without SNWA's presence as a party would defeat its efforts in the administrative proceeding.

Taggart & Taggart, Ltd.
108 North Minnesota Street
Carson City, Nevada 89703
(775)882-9900 - Telephone
(775)883-9900 - Facsimile

[37] *Wilson v. Pahrump Fair Water, LLC*, 137 Nev. 10, 16, 481 P.3d 853, 858 (2021) (quoting *Balt. Gas & Elec. Co. v. Nat. Res. Def. Council*, Inc., 462 U.S 87, 103, (1983)).
[38] *See Eureka Cty. v. Seventh Judicial Dist. Court of Nev.*, 134 Nev 275, 282, 417 P.3d 1121, 1126 (2018).
[39] June 15, 2020, Order 1309 at 9.

Taggart & Taggart, Ltd.
108 North Minnesota Street
Carson City, Nevada 89703
(775)882-9900 – Telephone
(775)883-9900 – Facsimile

Protection of water rights is so important that the Nevada legislature wanted to ensure all affected water rights holders had to be included in any litigation that may affect their rights. NRS 533.450(3) requires anyone seeking judicial review of a State Engineer order to serve notice of their action on other interested parties. Here, Vidler was required to serve notice on anyone who may have been affected by Order 1343.[40] The purpose of the notice language contained in NRSS 533.450(3) is to ensure that all parties who are affected by a State Engineer decision are also included in the petition for judicial review process to protect their interests. Because water is a zero-sum game, "the determination of one claim necessarily affects the amount available for the other claims."[41] The State Engineer's Order 1343 is based on the idea that there is limited water in the LWRFS; and the effects of pumping in one basin are felt in all LWRFS basins including surface rights.

The procedural requirement of notice is analogous to ensuring all necessary parties are included in typical civil litigation prior to litigation proceeding to afford full relief.[42] Vidler did not adhere to that procedural requirement because notice of its PJR was not provided to all interested parties. Nevertheless, SNWA seeks to protect its rights. As such, SNWA (along with other water users who are affected by Order 1343) should be allowed to participate in this proceeding under the rules established in NRS 533.450 and *Eureka County*.

C. No existing party adequately represents the interests of SNWA.

The Supreme Court has determined that "real property rights, including water rights, are unique forms of property and those with an ownership interest cannot be adequately represented by others."[43] By definition, no party adequately represents SNWA's interests. In *Hairr v. First Judicial Dist. Court*,[44] the Nevada Supreme Court stated that the existing parties' representation is not adequate if the existing party has a different objective adverse to the intervenor's interest.[45] Here, there is little doubt that SNWA's water rights are a unique property right that cannot be adequately represented by any other

---

[40] Under NRS 533.450(3)(emphasis added): No [PJR] proceedings may be entertained unless notice thereof… has been served upon the State Engineer, personally or by registered or certified mail, at the Office of the State Engineer at the State Capital within 30 days following the rendition of the order or decision in question. *A similar notice must also be served personally or by registered or certified mail upon the person who may have been affected by the order or decision.*

[41] *Nev. v. United States*, 463 U.S. 110, 140, 103 S. Ct. 2906, 2923, (1983).

[42] *See* NRCP 24.

[43] *Eureka Cty. v. Seventh Judicial Dist. Court of Nev.*, 134 Nev 275, 282, 417 P.3d 1121, 1126 (2018).

[44] *Hairr v. First Judicial Dist. Court*, 132 Nev. 180, 184, 368 P.3d 1198, 1201 (2016).

[45] *Hairr v. First Judicial Dist. Court*, 132 Nev. 180, 185, 368 P.3d 1198, 1201 (2016).

party. Also, the State Engineer's interests in defending Order 1343 are not necessarily aligned with SNWA's interests in the litigation, nor does the State Engineer hold the same authority or requirements under statue as does SNWA. The State Engineer's concern is with the administration of water resources in the LWRFS as a whole, not with the water rights owned by particular parties.

Obviously, SNWA will not be adequately represented by Vidler, as Vidler's interests do not align with those of SNWA. SNWA supports the State Engineer's Order 1343 finding that the LWRFS Basin should include all hydrologically connected basins from Order 1309. Excluding Kane Springs from being jointly managed with the rest of the LWRFS Basin would interfere with the efficacy of the wider administration of the LWRFS. This would detrimentally affect SNWA's ability to properly manage the groundwater resources of its member organizations. Vidler's assertion that Kane Springs is walled off from the LWRFS Basin directly impacts its groundwater resources in the LWRFS Basin, and how those resources will be managed in perpetuity by the State Engineer.

Taggart & Taggart, Ltd.
108 North Minnesota Street
Carson City, Nevada 89703
(775)882-9900 – Telephone
(775)883-9900 – Facsimile

D. SNWA's motion to intervene is timely.

SNWA's motion is timely as "the procedural posture of the action allows the intervenor to protect its interests."[46] Here the Vidler submitted their PJR on June 30, 2026, and no briefing schedule on the matter has been ordered by the Court. No additional findings have been made by the State Engineer that may impact the ongoing litigation. No court decisions have been issued in this matter that would need to be undone to accommodate the intervention. Thus, SNWA's request for intervention is timely.

II. Permissive Intervention

As stated in NRCP 24(b), a court may permissively allow a party to intervene when it "has a claim or defense that shares with the main action a common question of law or fact." The court must, in exercising its discretion, "consider whether the intervention will unduly delay or prejudice the adjudication of the original parties' rights."[47] In the present matter, SNWA's water rights in the LWRFS Basin share a common question of fact and law with the State Engineer's logic and factual findings contained in Order 1343. As the management of the entire scope of the interconnected LWRFS Basin must include all basins which pull water from the same source; the exclusion of a connected basin may

[46] *Estate of Lomastro ex rel. Lomastro v. American Family Ins. Group*, 124 Nev. 1060, n.29, 195 P.3d 339, n.29 (2008).
[47] NRCP 24(b).

negatively impact all LWRFS Basin water right holders. As SNWA is not raising new questions of law, there will be no undue prejudice against the parties if SNWA is permitted to intervene.

CONCLUSION

For the foregoing reasons, SNWA respectfully requests that this Court grant its Motion to Intervene in Vidler's Petition for Judicial Review. NRCP 24(c) discusses a motion for intervention being accompanied by "a pleading that sets out the claim or defense for which intervention is sought." NRS 533.450 does not include provisions for additional pleadings, nor does standard practice include such pleadings. However, to the extent this Court requires an answering pleading to accompany the Motion to Intervene, SNWA will prepare whatever is requested by this Court.

AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding document does not contain the social security number of any persons.

DATED this 18 day of September 2026.

TAGGART & TAGGART, LTD.

By: _____

PAUL G. TAGGART, ESQ.
Nevada State Bar No. 6136
TIMOTHY D. O'CONNOR, ESQ.
Nevada State Bar No. 14098
THOMAS P. DUENSING, ESQ.
Nevada State Bar No. 15213
108 North Minnesota Street
Carson City, Nevada 89703
Attorneys for Southern Nevada Water Authority

Taggart & Taggart, Ltd.
108 North Minnesota Street
Carson City, Nevada 89703
(775)882-9900 – Telephone
(775)883-9900 – Facsimile

Taggart & Taggart, Ltd.
108 North Minnesota Street
Carson City, Nevada 89703
(775)882-9900 – Telephone
(775)883-9900 – Facsimile

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and NRS 533.450, I hereby certify that I am an employee of TAGGART & TAGGART, LTD., and that on this date I served, or caused to be served, a true and correct copy of the forgoing, as follow:

[X] By EMAIL SERVICE to the following recipients:

Wayne O. Klomp, Esq.
Great Basin Law
wayne@greatbasinlawyer.com
Attorney for Lincoln County Water District

Karen A. Peterson, Esq.
Keith H. Ketola, Esq.
Allison MacKenzie, Ltd.
kpeterson@allisonmackenzie.com
kketola@allisonmackenzie.com

[X] By U.S. POSTAL SERVICE: I deposited for mailing in the United States Mail, with postage prepaid, an envelope containing the above-identified document, at Carson City, Nevada, in the ordinary course of business, addressed as follows:

Wayne O. Klomp, Esq.
Great Basin Law
P.O. Box 17225
Reno, Nevada 89511

Karen A. Peterson, Esq.
Keith H. Ketola, Esq.
Allison MacKenzie, Ltd.
402 Division Street
Carson City, Nevada 89703

Joe Cacioppo, P.E.
State Engineer
901 S. Stewart St., STE 2002
Carson City, NV 89701

DATED this 18th day of September 2026.

Employee of TAGGART & TAGGART, LTD.

EXHIBIT INDEX

Exhibit	Title
1.	March 27, 2026, Written Testimony on the State Engineer's Proposed Order Designating the Lower White River Flow System
2.	May 23, 2025, Amended Findings of Fact, Conclusions of Law, and Order Affirming In Part and Reversing In Part State Engineer Order 1309

Taggart & Taggart, Ltd.
108 North Minnesota Street
Carson City, Nevada 89703
(775)882-9900 – Telephone
(775)883-9900 – Facsimile

EXHIBIT 1

EXHIBIT 1

PAUL G. TAGGART
SONIA E. TAGGART

TAGGART & TAGGART, LTD.
A PROFESSIONAL CORPORATION
108 NORTH MINNESOTA STREET
CARSON CITY, NEVADA 89703
www.nvwaterlaw.com

DAVID H. RIGDON
TIMOTHY D. O'CONNOR
TAMARA C. THIEL
THOMAS P. DUENSING
ANDRE S. EMME

March 27, 2026

RECEIVED
2026 MAR 27 PM 3:39
STATE ENGINEER'S OFFICE

VIA HAND DELIVERY
James Henson, Chief Administrative Law Judge
Division of Water Resources
Department of Conservation and Natural Resources
901 S. Stewart St., Suite 2002
Carson City, NV 89701

Re: Written Testimony on the State Engineer's Proposed Order Designating the Lower White River Flow System

Dear Mr. Henson:

We are writing on behalf of the Southern Nevada Water Authority ("SNWA") and Las Vegas Valley Water District ("LVVWD") to provide written testimony to the State Engineer's *Proposed Order Designating the Lower White River Flow System Hydrographic Basin (13-233) Within Clark and Lincoln Counties, Nevada* ("Proposed Order"). SNWA is the wholesale water purveyor to LVVWD as well as other municipalities in Clark County. The SNWA service area provides water to the majority of Nevadans and supports the majority of Nevada's economic output.

SNWA owns various water rights in the Lower White River Flow System ("LWRFS"), including a large portion of the decreed surface water rights on the Muddy River, the most senior water rights within the LWRFS. SNWA also holds over 11,000 acre-feet annually ("afa") of groundwater rights. SNWA and LVVWD look forward to helping develop a sustainable plan for administering the public's water within the LWRFS.

I. Designation Of The LWRFS

The State Engineer should proceed with designating the LWRFS (13-233) as a basin in need of administration. NRS 534.030 requires the State Engineer to designate a basin where "administration of that basin would be justified." When there is a "basin which the State Engineer considers to be in need of administration," the State Engineer "shall hold a public hearing" and "take testimony…to determine whether administration of that basin is justified." Once the State Engineer finds that the basin is "in need of administration the State Engineer may enter an order"

designating the basin.[1] Once designated, the State Engineer is empowered to "make such rules, regulations and orders as are deemed essential for the welfare of the area involved."[2]

Years of hearings, piles of evidence, and a Nevada Supreme Court order all justify designating the LWRFS basin. Little serious debate can exist that far more water is allocated than is available in the LWRFS. Also, evidence collected throughout the State Engineer's Order 1169 pump tests and Order 1309 hearing process demonstrated the interconnectivity of the subbasins and the threat that pumping can pose to senior surface water right holders and sensitive species reliant on surface water. The administrative record is robust, spanning decades, and from multiple sources. The Nevada Supreme Court upheld the State Engineer's authority to determine the boundaries of the basin needing further administration.[3]

A. The Eighth Judicial District upheld the State Engineer's factual findings in Order 1309.

On remand from the Supreme Court the district court had to address the question of whether the State Engineer's factual findings in Order 1309 were supported by substantial evidence. The district court held that the State Engineer's decision to jointly administer the LWRFS sub-basins was supported by substantial evidence because the record showed "that groundwater pumping in the LWRFS is hydrologically connected to Muddy River flows, and that the source of water for the Muddy River is the same source of water for LWRFS groundwater."[4] The district court further found that the State Engineer's finding that 8,000 afa, or less, is the maximum amount of water that can be pumped without harming senior water rights was supported by substantial evidence because aquifer recovery since the Order 1169 pump test has stabilized at current pumping rates.[5] The district court's ruling was not appealed and the factual findings upheld by the district court support the designation of the LWRFS.

B. Vidler is seeking to re-litigate the State Engineer's factual findings in Order 1309.

Vidler Water Company ("Vidler") asked the State Engineer to consider supplemental information on Kane Springs Valley ("KSV") that Vidler believes demonstrates a disconnect between KSV and the rest of the LWRFS. SNWA's full technical comments are attached to this written testimony as Attachment A. Vidler re-argues data and information that was mostly previously submitted to the State Engineer and considered in Order 1309.[6] For example, the 2025

[1] NRS 533.030(2)(b).
[2] NRS 534.120(1).
[3] *Sullivan v. Lincoln County Water Dist.*, 140 Nev. Adv. Rep. 4, 542 P.3d 411 (2024).
[4] May 23, 2025, Am. Findings of Fact, Conclusions of Law, and Order Affirming in Part and Reversing in Part State Eng'r Order 1309 at 17:9-13, Case No. A-20-816761-C.
[5] May 23, 2025, Am. Findings of Fact, Conclusions of Law, and Order Affirming in Part and Reversing in Part State Eng'r Order 1309 at 29:4-30:2, Case No. A-20-816761-C.
[6] Data and information contained in *Carlson et. al.* (2025) was also presented in Bushner G.L., 2019, *Lower White River Flow System Interim Order #1303 report focused on the northern boundary of the proposed administrative unit: Exhibit LC-V-01 Presentation to the Office of the Nevada State Engineer: Lincoln County Water District, Vidler Water Company, and Zonge International, Incorporated: Panaca, Nevada*; and Reich, S.B., Moran, J.M., 2019, *Evaluation of basin hydrogeology and assessment of sustainable yield in the Lower White River Flow System, Southeastern*

RECEIVED
2026 MAR 27 P 3:09
STATE ENGINEER'S OFFICE

report that Vidler has submitted to the State Engineer uses nearly identical survey lines and figures that were used in previous reports considered by the State Engineer in Order 1309.[7] In Order 1309 the State Engineer considered CSAMT evidence and rejected it because this data does not provide information "about the hydraulic properties on either side of the resistive area."[8] Because of this limitation of CSAMT data, the State Engineer found there was insufficient data to conclude that inferred geological structures that underlie the KSV act as a hydraulic boundary to the aquifer.[9]

No new substantive ideas are supported by Vider's data. In fact, even the new data presented by Vidler supports the State Engineer's Order 1309 conclusions that the "hydrographic pattern observed in southern Kane Springs Valley reflects a response to Order 1169 pumping, consistent with a close hydraulic connection with the LWRFS" and that KSV's carbonate aquifer "indicates that there is no known geologic feature at or near the [KSV] border that serves to juxtapose the carbonate-rock aquifer within the LWRFS with low permeability rocks in Kane Springs Valley."[10] Furthermore, Vidler's report concedes "*groundwater flows from Kane Springs Valley into Coyote Spring Valley....*"[11] The State Engineer's decision to include KSV within the designated LWRFS basin was supported by significant evidence and was affirmed by the district court. From a management standpoint, a wider boundary is imperative while the second phase of LWRFS administrative process proceeds. While future tailoring to the LWRFS may be appropriate under certain scenarios, a cautious and inclusive approach is best.

II. Management Of The Designated LWRFS

A. The State Engineer should adopt the record from the Order 1309 administrative hearing.

The first step in managing the designated LWRFS is for the State Engineer to formally adopt the administrative record that supported Order 1309. This record supports the factual findings in Order 1309 that were affirmed by the district court and cannot be challenged in the administrative process regarding the management of the LWRFS. The factual findings in Order 1309 will provide the scientific basis for the State Engineer's management of the LWRFS and it is vital that the administrative record be adopted by the State Engineer to provide a scientific context for future management decisions. The adoption of the Order 1309 administrative record will help avoid any uncertainty regarding whether the State Engineer's future management decisions are supported by the best available science.[12]

B. Future management rules must protect vested water rights.

The State Engineer's designation order should identify core management rules that will set the stage for the State Engineer to administer the LWRFS in a manner that protects vested water

---

Nevada: CSI Exhibit 1 Presentation to the Office of the Nevada State Engineer: Coyote Springs Investment, LLC: Carlsbad, California, p. 113.

[7] SNWA Technical Comments to Vidler Water Company Report at 4.

[8] Order 1309 at 21.

[9] Order 1309 at 52.

[10] Order 1309 at 52.

[11] *Carlson et al.* (2025, pg. 32) (emphasis added).

[12] NRS 533.024(1)(c).

RECEIVED
2026 MAR 27 PM 3:39
STATE ENGINEER'S OFFICE

rights.[13] The State Engineer "may make such rules, regulations and orders as are deemed essential for the welfare of the area involved" when the groundwater basin is being depleted. Therefore, the State Engineer should make such rules to ensure depletion of the LWRFS aquifer is not exacerbated while a formal management scheme is developed. This should include rules to ensure groundwater pumping in the LWRFS does not exceed 8,000 afa. When considering how much water can be developed, the State Engineer should consider those uses that have been relinquished – including the water for the Moapa dace relinquished under 70430-R01. That water is already earmarked as 'used' by the relinquishment and should not be considered available in the State Engineer's estimated 8,000 afa of available water in the LWRFS.

The State Engineer may also consider designating the LWRFS as a critical management area under NRS 534.110(7). Order 1309 provides the foundational findings that the LWRFS's "withdrawals of groundwater consistently exceed the perennial yield of the basin."[14] In such basins, the groundwater users have the opportunity to band together to form a Groundwater Management Plan – a less draconian and more balanced and palatable approach to any future curtailments in the LWRFS. Because the LWRFS's withdrawals have been shown to consistently exceed the LWRFS's approximately 8,000 acre-feet annually (or less) yield, the LWRFS could be designated as a critical management area.

SNWA and LVVWD look forward to participating in the State Engineer's ongoing administrative process for the LWRFS. Both entities appreciate the State Engineer's efforts to protect the senior water rights and natural resources in the LWRFS.

Sincerely,

TIMOTHY D. O'CONNOR, ESQ.
PARTNER
TAGGART & TAGGART, LTD.

TDO/cjc

Encl: Attach. A

RECEIVED
2026 MAR 27 PM 3:40
STATE ENGINEER'S OFFICE

[13] *See Sullivan v. Lincoln County Water District*, 140 Nev. Adv. Rep. 4, 542 P.3d 411, 421 (2024) ("Since the State Engineer must have the ability to conjunctively manage and jointly administer water across multiple basins in order to prevent the impairment of senior vested rights under NRS 533.085, we hold that he has the implied statutory authority to do so.").
[14] NRS 534.110(7).

Attachment A

RECEIVED
2025 MAR 27 PM 3:40
STATE ENGINEER'S OFFICE

Attachment A

SNWA's Technical Comments to Vidler Report

The Southern Nevada Water Authority (SNWA) appreciates the opportunity to provide the following technical comments regarding Vidler Water Company's (Vidler) assertion that new data and information, collected since the 2019 administrative hearing, should be considered in the determination as to whether Kane Springs Valley (KSV) should be included within the LWRFS administrative boundary. As the basis for this claim, Vidler relies on a recently published surface geophysical report by the Nevada Bureau of Mines and Geology Report 61, titled "*Geophysical Investigation of Kane Springs Valley, Coyote Spring Valley, and Part of the Muddy River Springs Area, Part of the Lower White River Flow System, Using Both Controlled Source and Natural Source Audio-Frequency Magnetotellurics Surveys*" (Carlson et al., 2025).

As described in our enclosed comments, Carlson et al. (2025) presents data and information previously submitted in response to Nevada State Engineer (NSE) Order #1303. The limited new data, interpretations of two additional Controlled Source and Natural Source Audio-Frequency Magnetotellurics (CSAMT) survey lines and an interpretive map of groundwater elevation data, do not conflict with the NSE conclusion in Ruling No. 1309. Rather, these data support the NSE conclusions that:

> *"While attenuated, the general hydrographic pattern observed in southern Kane Springs Valley reflects a response to Order 1169 pumping, consistent with a close hydraulic connection with the LWRFS. The State Engineer also finds that occurrence of the carbonate-rock aquifer in the southern Kane Springs Valley indicates that there is no known geologic feature at or near the southern Kane Springs Valley border that serves to juxtapose the carbonate-rock aquifer within the LWRFS with low permeability rocks in Kane Springs Valley"(NSE, 2020, p.52)*

These technical comments are organized into three categories focusing on facts related to: (1) the extensive body of scientific data and expert testimony established in the administrative record and relied upon by the NSE as the basis for Ruling No. 1309, (2) a review of Carlson et al. (2025) to identify what, if any, new information is presented that is not part of the existing administrative record, and (3) the utility of surface geophysical data and models in interpreting groundwater flow paths and hydraulic connectivity between hydrographic basins.

(1) An extensive record of scientific data and expert testimony exists in the administrative record.

An extensive record of scientific data and expert testimony exists in the administrative record, spanning decades and from multiple sources. This entire record along with witness testimony was considered and thoroughly evaluated by the NSE in his designation of the LWRFS boundary in Ruling No. 1309 and currently resides on the Nevada Division of Water Resources ("NDWR")'s website at https://tools.water.nv.gov/LWRFSFiles.aspx. Included in the record are the results of hydrologic monitoring required of water-right holders published in annual reports and available to the public since these requirements were established by NSE Order No. 1169 (NSE, 2002) and subsequent monitoring directives by NDWR (NDWR, 2010; NDWR, 2016; and NDWR, 2020).

(2) Nearly all the information in Carlson et al. (2025) was presented during the 2019 administrative hearing

A review of Carlson et al. (2025) reveals that nearly all the reported data and information were presented by Vidler in exhibits and testimony during the 2019 hearing. Specifically, the data and information were presented in the following reports:

- Bushner G.L., 2019, Lower White River Flow System Interim Order #1303 report focused on the northern boundary of the proposed administrative unit: Exhibit LC-V-01 Presentation to the Office of the Nevada State Engineer: Lincoln County Water District, Vidler Water Company, and Zonge International, Incorporated: Panaca, Nevada.

- Reich, S.B., Moran, J.M., 2019, Evaluation of basin hydrogeology and assessment of sustainable yield in the Lower White River Flow System, Southeastern Nevada: CSI Exhibit 1 Presentation to the Office of the Nevada State Engineer: Coyote Springs Investment, LLC: Carlsbad, California, 113 p.

Carlson et al. (2025), Bushner (2019), and Reich and Moran (2019) present model interpretations of CSAMT and Natural Source Audio Frequency Magneto Telluric (NSAMT) data collected along transects in Kane Springs Valley (KSV), Coyote Spring Valley (CSV), and the Muddy River Springs Area (MRSA) for the purpose of interpreting the structural geology of a portion of the LWRFS.

Ten CSAMT/NSAMT transects described in Carlson et al. (2025) were completed in 2012 (Lines A-D, 1-6), while an additional six surveys (Lines 10-12, A, B, and C) were completed in 2019, prior to the administrative hearing. Results from the 2012 and 2019 surveys performed in KSV and northern CSV were previously discussed in Bushner (2019) while lines A-C in southern CSV and the MRSA were discussed in Reich and Moran (2019). These surveys were also mentioned in NSE Order #1309 (NSE, 2020).

There is only limited new information presented in Carlson et al. (2025, pg. 17): two new survey lines (lines 13 and 14) which were completed perpendicular to and between survey lines 10 and 11. Lines 13 and 14 were performed to confirm and refine the location of what was previously presented in Bushner (2019) as the northern LWRFS boundary fault. In Bushner (2019), the fault was represented as a line that was located between and parallel to survey lines 10 and 11. The addition of lines 13 and 14 in Carlson et al. (2025) allowed the authors to interpret the fault beginning at the southeast end of line 10 and trend northwest towards line 11 (Figure 1).

Carlson et al. (2025) also presents a new interpretation of water-level elevation contours of the area using fault structures interpreted from CSAMT and NSAMT surveys to explain the differences in water-level elevations between locations. This explanation is similar to what was previously found within Bushner (2019). However, Carlson et al. (2025, pg. 32) concedes:

> "*...groundwater flows from Kane Springs Valley into Coyote Spring Valley....*"

Further, Carlson et al. (2025) applies the terms "*attenuated*" and "*impeded*" when referencing how interpreted fault structures influence groundwater flow from Kane Springs Valley to Coyote Spring Valley. This statement and the use of these terms indeed support a hydraulic connection between the basins described by others that have presented evidence in hearing exhibits and expert testimony over the decades. Most noteworthy is that Vidler's purported new data and information actually support the NSE's Ruling No. 1309 determination regarding Kane Springs Valley.

RECEIVED
2025 MAR 27 PM 3:40
STATE ENGINEER'S OFFICE

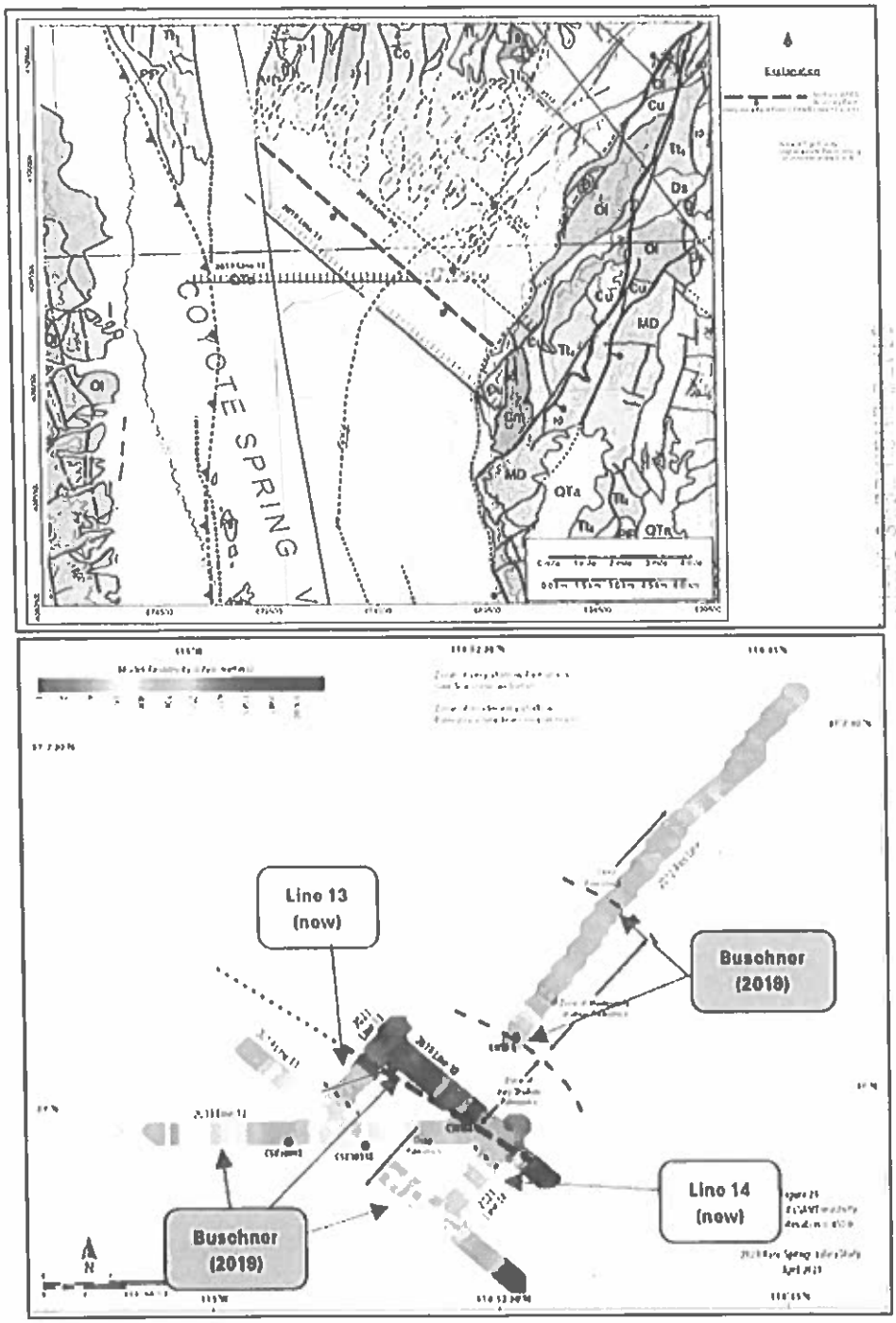


Figure 1. Location of the northern LWRFS boundary fault as identified in Bushner (2019) (top) and location of the northern LWRFS boundary fault after the addition of survey lines 13 and 14 in Carlson et al. (2025) (bottom).

Table 1 provides an overview of the survey lines discussed in Carlson et al. (2025) and provides references to the same discussion in Bushner (2019) or Reich and Moran (2019). The discussions for survey lines 1, 2, 10, 11, and 12 are nearly identical. Table 2 lists cross references for each Carson et al. (2025) to previously published reports or notes on similarities between the reports.

RECEIVED
2025 MAR 27 PM 3:40

Table 1. Comparison of geophysical data results between Carlson et al. (2025) and previously published reports:

Carlson et al. (2025) Report	Previously Published Reports: Buschner (2019) and Reich and Moran (2019)
Survey Line 1, p. 18	Buschner (2019, Survey Line 1, par. 4.2.2, p. 4-4)
Survey Line 2, p. 19	Buschner (2019, Survey Line 2, par. 4.2.1, p. 4-3)
Survey Lines 3-6, p. 19	Not described in previous reports, north of area of interest
Survey Lines A-D, p. 20	Not described in previous reports
Survey Line 10, p. 22	Buschner (2019, Survey Line 10, par. 4.3.1, p. 4-5)
Survey Line 11, p. 22	Buschner (2019, Survey Line 11, par. 4.3.2, page 4-6)
Survey Line 12, p. 23	Buschner (2019, Survey Line 12, par. 4.3.3, page 4-7)
Survey Lines 13 and 14, p. 23	New surveys perpendicular to lines 10 and 11
Survey Lines A-C in southern CSV	Reich and Moran (2019, pages 25-30).

Table 2. References for figures presented in Carlson et al. (2025).

Carlson et al. (2025)	Geophysical Data presented in previous figures
Fig. 1	N/A, Location map
Fig. 2	N/A, Carbonate Rock Province map
Fig. 3	Buschner (2019, Fig. 4-1)
Fig. 4	Buschner (2019, Fig. 4-2)
Fig. 5	N/A, Methods figure redrawn from Zonge (1992)
Fig. 6	Buschner (2019, Fig. 4-4)
Fig. 7	N/A, Location map, similar to Reich and Moran (2019, Fig. 10)
Fig. 8	Buschner (2019, Fig. 4-3)
Fig. 9	N/A, Location map
Fig. 10	Buschner (2019, Fig. 4-4)
Fig. 11	Buschner (2019, Fig. 4-4), with new survey lines 13 and 14 added
Fig. 12	Buschner (2019, Fig. 4-6)
Fig. 13	Buschner (2019, Fig. 4-5)
Fig. 14-21	New figure showing data previously collected by Bushner (2019)
Fig. 22	Buschner (2019, Fig. 4-7)
Fig. 23	Buschner (2019, Fig. 4-7)
Fig. 24	Buschner (2019, Fig. 4-8)
Fig. 25	New line 13
Fig. 26	New line 14
Fig. 27	Location map
Fig. 28	Carlson et al. (2025); combines Figs. 18-21, 25, and 26
Fig. 29	New composite figure of lines 10-14
Fig. 30-32	Reich and Moran (2019, Figs. 11-13)
Fig. 33	Buschner (2019, Fig. 4-7); Phelps et al. (2000, Fig. 5)
Fig. 34	Buschner (2019, Fig. 4-7); Phelps et al. (2000, Fig. 5)
Fig. 35	Carlson et al. (2025, Fig. 31); (Phelps et al. (2000 Fig. 4)
Fig. 36	Macy et al. (2012, Fig. 16)
Fig. 37	New, water-level elevation contour map
Plate 1	Bushner (2019, Fig. 4-9) covers area of interest
Plate 2	Summary figure of survey lines from all reports.

2026 FEB 27 PM 3:40
STATE ENGINEER'S OFFICE
RECEIVED

(3) Utility of CSAMT and NSAMT in Hydrogeologic Investigations

CSAMT surveys can aid in identifying faults, fracture zones, and lithological changes (Zonge, 1992), although limitations in spatial distribution of stations along survey lines, noise interference, and ambiguity

in lithological interpretations (e.g., differing resistivities depending on mineral composition, porosity, fractures, and saturation) need to be considered (Zohdy et al. 1974; Jones et al., 2022). Despite providing a look into the structure of the subsurface, CSAMT and NSAMT models do not provide the hydrologic properties of either the geologic units or structures present. The only way to quantify groundwater flow through faults is to perform hydrologic testing as was done as part of NSE Order #1169.

References

Burns, A.G., Drici, W., Marshall, Z.L., 2019, Response to Stakeholder Reports Submitted to the Nevada State Engineer with Regards to Interim Order 1303: Presentation to the Office of the Nevada State Engineer: Southern Nevada Water Authority and Las Vegas Valley Water District.

Bushner G.L., 2019, Lower White River Flow System Interim Order #1303 report focused on the northern boundary of the proposed administrative unit: Presentation to the Office of the Nevada State Engineer: Lincoln County Water District, Vidler Water Company, and Zonge International, Incorporated: Panaca, Nevada.

Carlson, N.R., Bushner, G.L., Hoerth, R., 2025, Geophysical investigation of Kane Springs Valley, Coyote Spring Valley, and part of the Muddy River Springs Area, part of the Lower White River flow system, using both controlled source and natural source audio-frequency magnetotellurics surveys: Nevada Bureau of Mines and Geology Report 61, 2 plates, scale 1:125,000, 37 figures, 38 p.

Jones, C.J.R., Robinson, M.J., and Macy, J.P., 2022, Characterization of the Sevier/Toroweap Fault Zone in Kane County, Utah, using controlled-source audio-frequency magnetotelluric (CSAMT) surveys: U.S. Geological Survey Scientific Investigations Report 2022–5071, 14 p., https://doi.org/10.3133/sir20225071.

Macy, J.P., Kryder, L., Walker, J., 2012, Characterization of the Highway 95 Fault in lower Fortymile Wash using electrical and electromagnetic methods, Nye County, Nevada: U.S. Geological Survey Scientific Investigations Report 2012–5060, 44 p., available at http://pubs.usgs.gov/sir/2012/5060/.

Nevada Division of Water Resources, 2020, Updated Monitoring Requirements within the Muddy River Springs Area and surrounding Basins, Personal Communication sent from Levi Kryder to Andrew Burns and others on August 26, 2020, 6 p.

Nevada Division of Water Resources, 2016, Current Monitoring Requirements at Sites that were Monitored During the Order 1169 Pumping Test, Personal Communication sent from Adam Sullivan to Jeff Johnson and others on January 29, 2016, 6 p.

Nevada Division of Water Resources, 2010, Applications 54055-54059, 63272-63276, 63867-63876, 54076; Order No. 1169, Personal Communication sent from Jason King to Jeff Johnson and others on July 1, 2010, 10 p.

Nevada State Engineer, 2020, Nevada State Engineer Order 1309, Delineating the Lower White River Flow System hydrographic basin with the Kane Springs Valley Basin (206), Coyote Spring Valley Basin (210), a portion of Black Mountains Area Basin (215), Garnet Valley Basin (216), Hidden Valley Basin (217), California Wash Basin (218), and Muddy River Springs Area (Aka Upper Moapa Valley) Basin (219) established as sub-basins, establishing a maximum allowable pumping in the Lower White River Flow System within Clark and Lincoln counties, Nevada, and rescinding interim Order 1303, Carson City, NV, 68 pp.

Nevada State Engineer, 2002, Nevada State Engineer Order 1169, Holding in Abeyance Carbonate-Rock Aquifer System Groundwater Applications Pending or to be Filed in Coyote Springs Valley (Basin 210),

Black Mountains Area (Basin 215), Garnet Valley (Basin 216), Hidden Valley (Basin 217), Muddy River Springs aka Upper Moapa Valley (Basin 219), Lower Moapa Valley (Basin 220), and for Further Study of the Appropriation of Water from the Carbonate-Rock Aquifer System, Lincoln and Clark, Counties, Nevada, Carson City, NV, 11 pp.

Pampeyan, E.H., 1993, Geologic map of the Meadow Valley Mountains, Lincoln and Clark Counties, Nevada, Map I-2173, United States Geological Survey: 20 p.

Phelps, G.A., Jewel, E.B., Langenheim, V.E., Jachens, R.C., 2000, Principal facts for gravity stations in the vicinity of Coyote Spring Valley, Nevada, with initial gravity modeling results: U.S. Geological Survey Open-File Report 2000-420, 1 plate, scale 1:150,000, 22 p.

Reich, S.B., Moran, J.M., 2019, Evaluation of basin hydrogeology and assessment of sustainable yield in the Lower White River Flow System, Southeastern Nevada: Presentation to the Office of the Nevada State Engineer: Coyote Springs Investment, LLC: Carlsbad, California, 113 p.

Rowley, P.D., Dixon, G.L., Burns, A.G., Pari, K.T., Watrus, J.M., and Ekren, E.B., 2011, Geology and geophysics of Spring, Cave, Dry Lake, and Delamar valleys, White Pine and Lincoln Counties and adjacent areas, Nevada and Utah: The geologic framework of regional groundwater flow systems: Presentation to the Office of the Nevada State Engineer: Southern Nevada Water Authority, Las Vegas, Nevada.

Rowley, P.D., Dixon, G.L., Mankinen, E.A., Pari, K.T., McPhee, D.K., McKee, E.H., Burns, A.G., Watrus, J.M., Ekren, E.B., Patrick, W.G., and Brandt, J.M., 2017, Geology and Geophysics of White Pine and Lincoln Counties, Nevada, and adjacent parts of Nevada and Utah: The geologic framework of regional groundwater flow systems, Nevada Bureau of Mines and Geology Report 56, Prepared cooperatively by Geologic Mapping, Inc., New Harmony, Utah, U.S. Geological Survey, Menlo Park, California, Southern Nevada Water Authority, Las Vegas, Nevada and Private consultant, White Sulphur Springs, Montana.

Zonge, K. L., 1992, "Broad Band Electromagnetic Systems", in Practical Geophysics II for the Exploration Geologist", ed. Richard Van Blaricom, Northwest Mining Association, pp. 439-523.

RECEIVED
2025 MAR 27 PM 3:40
STATE ENGINEER'S OFFICE

EXHIBIT 2

EXHIBIT 2

ELECTRONICALLY SERVED
5/23/2025 9:00 AM

Electronically Filed
05/23/2025 8:59 AM
CLERK OF THE COURT

FFCO

DISTRICT COURT

CLARK COUNTY, NEVADA

LAS VEGAS VALLEY WATER DISTRICT, and SOUTHERN NEVADA WATER AUTHORITY, et al., Petitioners, vs. ADAM SULLIVAN, P.E., Nevada State Engineer, DIVISION OF WATER RESOURCES, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, et al., Respondents.	Case No. A-20-816761-C Dept. No: 1 Consolidated with Cases: A-20-817765-P, A-20-818015-P, A-20-817977-P, A-20-818069-P, A-20-817840-P, A-20-817876-P, A-21-833572-J **AMENDED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER AFFIRMING IN PART AND REVERSING IN PART STATE ENGINEER ORDER 1309**

This matter comes before this Court following remittitur by the Nevada Supreme Court. Currently before this Court are eight consolidated petitions for judicial review of State Engineer Order 1309. The Court, having reviewed the record on appeal and having considered the parties' arguments, the applicable law, State Engineer Order 1309, and all pleadings and papers on file herein, hereby denies the Petitions for Judicial Review filed by Apex Holding Company LLC ("Apex") and Dry Lake Water LLC ("DLW"), the Center for Biological Diversity ("CBD")[1], Nevada Cogeneration Associates #1 and #2 ("NCA"), Coyote Springs Investment, LLC ("CSI"), Georgia-Pacific Gypsum LLC and Republic Environmental Technologies, Inc. ("Georgia-Pacific"), Lincoln County Water District ("LCWD") and Vidler Water Company ("Vidler"), and Muddy Valley Irrigation Company ("MVIC") in which parties claimed that the State Engineer's factual findings in Order 1309 were not supported by substantial evidence. The Court however finds that Order 1309 is supported by substantial evidence

[1] Following the Nevada Supreme Court's decision in *Sullivan v. Lincoln Cty. Water Dist.*, 542 P.3d 411 (Nev. 2024), CBD has chosen not to pursue its claims challenging the validity of Order 1309 based on its assertion that the State Engineer's factual findings in Order 1309 were not supported by substantial evidence.

Bita Yeager
Eighth Judicial District Court
Clark County, Nevada
Department 1

Case Number: A-20-816761-C

in the record and therefore affirms Order 1309.

PROCEDURAL HISTORY

I. Order 1169

In 1997, after an evidentiary hearing, the Nevada State Engineer ("State Engineer") granted Permit 46777 with specific permit terms to preclude impacts to the senior water rights in the Muddy River and the Moapa dace. The Moapa dace is a small, thermophilic minnow that is endemic to or only inhabits the warm spring and tributary headwaters and main stem of the upper Muddy River (generally referred to as the Warm Springs Area).[2] The dace is listed as an "endangered" species under the federal Endangered Species Act, 16 U.S.C. § 1531 *et seq.*[3]

In the early 2000s, the State Engineer considered additional applications for groundwater in Coyote Springs Valley and adjacent hydrographic basins. Before making decisions on those applications, on March 8, 2002, the State Engineer issued Order 1169, which held in abeyance all applications for the appropriation of water in the Coyote Spring Valley Basin (Basin 210), Black Mountains Area Basin (Basin 215), Garnet Valley Basin (Basin 216), Hidden Valley Basin (Basin 217), Muddy River Springs aka Upper Moapa Valley Basin (Basin 210), and Lower Moapa Valley Basin (Basin 220), until a hydrological study of the carbonate-rock aquifer that underlies the relevant basins was conducted to determine the amount, if any, of additional water available to be appropriated. [4] The State Engineer ordered that the study of the carbonate aquifer should occur over a five-year period, during which 50 percent of the water rights currently permitted in Coyote Springs Valley groundwater basin, or 8,050 acre-feet annually ("afa"), would be pumped for at least two consecutive years ("Aquifer Test") [5] from a well named MX-5, located in Coyote Spring Valley ("CSV").[6] During the Aquifer Test, an average of 5,290 afa was pumped from Coyote Spring Valley, a cumulative total of 14,535 afa was pumped throughout the study-area basins, [7] and pumpage was

[2] State Engineer's Record on Appeal ("SE ROA") 42087.
[3] *See* SE ROA 45-46.
[4] *See* SE ROA 659, 665.
[5] *See* SE ROA 4, 665.
[6] ROA 659-669.
[7] ROA 6.

Bita Yeager
Eighth Judicial District Court
Clark County, Nevada
Department I

measured from 30 additional wells in several adjacent basins. Although Kane Springs Valley Basin ("Kane Springs") was excluded from participation in the Aquifer Test,[8] water level measurements were taken throughout the pumping at a monitoring well in Kane Springs, KMW-1. The purpose of the Aquifer Test was to determine, to the extent possible, the hydrologic connection between the hydrographic basins and to assess the impact that groundwater pumping of existing rights would have on senior water rights and the environment in the Muddy River.[9]

The Aquifer Test resulted in remarkably uniform declines in both groundwater levels and spring flows across the seven water basins.[10] Two aspects of the test results were especially important. The results showed "sharp declines" in the flows of springs that feed the Muddy River, as well as in the overall groundwater levels.[11] One of the springs, Pederson Spring, declined 63 percent during the Aquifer Test.[12] The Pederson East Spring declined 45 percent.[13] Groundwater declined 1.9 to 2.5 feet—"declines in groundwater levels [that were] unprecedented in the record," according to the federal government.[14]

Aquifer Test participants submitted reports analyzing the test results.[15] In 2014, after considering the Aquifer Test results and the participants' reports, the State Engineer issued a series of rulings (Rulings 6254–6261), denying all of the water-rights applications that had been stayed during the test.[16] His rationale in each ruling was the same: "[B]ecause these basins share a unique and close hydrologic connection and share virtually all of the same source and supply of water, unlike other basins in Nevada, these five basins will be jointly managed."[17] The State Engineer found that

---

[8] *See* SE ROA 719.
[9] SE ROA 654-669.
[10] SE ROA 4-10, 75-76.
[11] SE ROA 7.
[12] SE ROA 10928.
[13] SE ROA 10930.
[14] SE ROA 10889.
[15] SE ROA 7-8.
[16] SE ROA 10 & n.37.
[17] *See e.g.*, SE ROA 479.

Bita Yeager
Eighth Judicial District Court
Clark County, Nevada
Department I

granting additional water rights would impact Muddy River spring flow and interfere with existing rights.[18]

II. Interim Order 1303

On January 11, 2019, based on concerns about water availability for existing water rights and the Moapa dace, the State Engineer issued Interim Order 1303 to start a two-phased administrative process in the multi-basin area known as the Lower White River Flow System.[19] He delineated the Lower White River Flow System as a joint administrative unit and invited stakeholders to participate in an administrative hearing to address the factual questions of what the boundary of the Lower White River Flow System should be, and what amount of groundwater could be sustainably pumped in the Lower White River Flow System.[20] He identified the Lower White River Flow System as including the following hydrographic basins: Coyote Spring Valley, a portion of Black Mountains Area, Garnet Valley, Hidden Valley, California Wash, and the Muddy River Springs Area.[21] The State Engineer specifically requested that interested parties submit reports that addressed the following topics:

> (1) the geographic boundary of the hydrologically connected groundwater and surface-water systems comprising the LWRFS;
>
> (2) the information obtained from the Order 1169 aquifer test and subsequent to the aquifer test and Muddy River headwater spring flow as it relates to aquifer recovery since the completion of the aquifer test;
>
> (3) the long-term annual quantity of water that may be pumped from the LWRFS, including the relationships between the location of pumping on discharge to the Muddy River Springs, and the capture of Muddy River flow;
>
> (4) the effects of movement of water rights between alluvial wells and carbonate wells on deliveries of senior decreed rights to the Muddy river; and

[18] SE ROA 750.
[19] The Lower White River Flow Systerm refers to an area in southern Nevada made up of several hydrological basins that share the same aquifer as their source of groundwater. *See* SE ROA 70.
[20] SE ROA 82-83.
[21] SE ROA 70-88.

Bita Yeager
Eighth Judicial District Court
Clark County, Nevada
Department 1

> (5) any other matter believed to be relevant to the State Engineer's analysis.[22]

He also indicated that the legal question of whether groundwater pumping in the Lower White River Flow System conflicts with senior water rights would be addressed in Phase 2 of the administrative process.[23]

The State Engineer conducted the administrative hearing from September 23, 2019, through October 4, 2019, allowing the stakeholders to submit expert reports and testimony.[24]

III. Order 1309

On June 15, 2020, the State Engineer issued Order 1309.[25] In Order 1309, the State Engineer announced that, in determining the boundaries of the Lower White River Flow System Basin, he "considered [the] evidence and testimony on the basis of a common set of [six] criteria that are consistent with the original characteristics considered critical in demonstrating a close, hydrological connection requiring joint management in Rulings 6254-6261." The State Engineer listed those criteria as follows:

> (1) Water level observations whose spatial distribution indicates a relatively uniform or flat potentiometric surface are consistent with a close hydrologic connection.
>
> (2) Water level hydrographs that, in well-to-well comparisons, demonstrate a similar temporal pattern, irrespective of whether the pattern is caused by climate, pumping or other dynamic is consistent with a close hydrologic connection.
>
> (3) Water level hydrographs that demonstrate an observable increase in drawdown that corresponds to an increase in pumping and an observable decrease in drawdown, or a recovery, that corresponds to a decrease in pumping, are consistent with direct hydraulic connection and close hydrologic connection to the pumping location(s).
>
> (4) Water level observations that demonstrate a relatively steep

[22] *See* SE ROA 647-48.
[23] SE ROA 522.
[24] SE ROA 994-1008.
[25] SE ROA 2-69.

Bita Yeager
Eighth Judicial District Court
Clark County, Nevada
Department I

> hydraulic gradient are consistent with a poor hydraulic connection and a potential boundary.
>
> (5) Geologic structures that have caused a juxtaposition of the carbonate rock aquifer with low permeability bedrock are consistent with a boundary.
>
> (6) When hydrogeologic information indicate a close hydraulic connection (based on criteria 1-5), but limited, poor quality, or low resolution water level data obfuscate a determination of the extent of that connection, a boundary should be established such that it extends out to the nearest mapped feature that juxtaposes the carbonate-rock aquifer with low-permeability bedrock, or in the absence of that, to the basin boundary.[26]

The State Engineer "delineated as a single hydrographic basin" what would now be known as the "Lower White River Flow System Hydrographic Basin," ("LWRFS") adding Kane Springs Hydrographic Basin and modifying the boundary of the LWRFS in the Black Mountains Area Hydrographic Basin.[27] The State Engineer concluded that "[t]he maximum quantity of groundwater that may be pumped from the Lower White River Flow System Hydrographic Basin on an average annual basis without causing further declines in Warm Springs area spring flow and flow in the Muddy River cannot exceed 8,000 acre-feet annually ("afa") and may be less."[28] The State Engineer further concluded that "[t]he maximum quantity of water that may be pumped from the Lower White River Flow System Hydrographic Basin may be reduced if it is determined that pumping will adversely impact the endangered Moapa dace."[29]

The State Engineer also made a legal conclusion that pumping at 8,000 afa did not *conflict* with senior rights in the Muddy River, which was outside of the scope of the proceeding.[30]

After Order 1309 was issued, Petitions for Judicial Review were filed in the Eighth Judicial

---

[26] SE ROA 48-49

[27] The LWRFS as delineated in Order 1309 included the following hydrographic basins: Kane Springs Valley Hydrographic Basin, Coyote Spring Valley Hydrographic Basin, Muddy River Springs Area Hydrographic Basin, California Wash Hydrographic Basin, Hidden Valley Hydrographic Basin, Garnet Valley Hydrographic Basin, and the northwest portion of the Black Mountains Area Hydrographic Basin. SE ROA 66

[28] SE ROA 66

[29] *Id.*

[30] SE ROA 61-62.

District Court by SNWA and LVVWD, CSI, Apex and DLW, CBD, MVIC, NCA, and Georgia-Pacific. LCWD and Vidler filed their Petition for Judicial Review in the Seventh Judicial District Court. The Seventh Judicial District Court issued an Order Granting Motion to Change Venue, transferring the matter to the Eighth Judicial District Court, which was appealed and subsequently affirmed by the Nevada Supreme Court on April 15, 2021. On May 27, 2021, per verbal stipulation by the parties, the Court ordered all of the separately filed petitions to be consolidated into LVVWD and SNWA's petition, Case No. A-20-816761-C.[31] Later, Moapa Valley Water District ("MVWD"), the Church of Jesus Christ and of Latter-Day Saints ("LDS Church"), the City of North Las Vegas ("CNLV"), and Western Elite Environmental, Inc. and Bedroc Limited ("Western Elite") were granted intervention status in the consolidated petitions. Notwithstanding the consolidation, each case retained its distinct factual and legal issues.

The Petitions for Judicial Review challenged the State Engineer's statutory authority to create the LWRFS and conjunctively manage it, argued the State Engineer violated the Petitioners' due process in the administrative hearing process which resulted in the issuing of Order 1309, and asserted that the State Engineer's decision was not supported by substantial evidence.

IV. The 2022 Order

Petitioners filed their Opening Briefs with this Court on or before August 27, 2021. Parties filed their Answering Briefs on or before November 24, 2021. Parties filed their Reply Briefs on or before January 11, 2022. The Court heard oral arguments, beginning on February 14, 2022. On April 19, 2022, this Court issued its Findings of Fact, Conclusions of Law, and Order Granting Petitions for Judicial Review ("2022 Order") in the consolidated appeals of the State Engineer's Order 1309. On May 13, 2022, this Court issued an Addendum and Clarification to Court's Findings of Fact, Conclusions of Law, and Order Granting Petitions for Judicial Review.[32] This Court granted LVVWD and SNWA's petition in part regarding its due process claims, dismissed LVVWD and SNWA's petition in part regarding its support of Order 1309, dismissed the petitions filed by MVIC

[31] Stipulation for Consolidation, A-20-816761-C, May 26, 2021.

[32] Addendum and Clarification to Court's Findings of Fact, Conclusions of Law, and Order Granting Petitions for Jud. Rev. (May 13, 2022) ("Addendum").

and CBD in their entirety, and granted in full the Apex, NCA, CSI, Georgia-Pacific, and Lincoln-Vidler petitions, and vacated Order 1309.[33]

In the 2022 Order, this Court found that the State Engineer did not have the statutory authority to create or conjunctively manage the LWRFS[34] and that the State Engineer's hearing process violated the hearing participants' due process rights because: (1) the notice and hearing procedure did not put the participants on notice that the State Engineer would decide on a management protocol; (2) the hearing violated due process by not allowing participants an opportunity to address the implications of the State Engineer's decision to conjunctively manage and jointly administer the LWRFS; and (3) the State Engineer violated hearing participants' due process rights by not previously disclosing the six criteria used to evaluate the hydrological connectivity of the groundwater basins.[35] Because the 2022 Order vacated Order 1309 solely on legal grounds, it did not reach the question of whether Order 1309 was supported by substantial evidence in the record.

V. Supreme Court Opinion Reversing The 2022 Order

SNWA, the State Engineer, MVIC, and the CBD (collectively the "Appellants") appealed the 2022 Order and Addendum to the Nevada Supreme Court. CSI, Lincoln-Vidler, Georgia-Pacific, Apex, and NCA appeared as Respondents ("Respondents") in the appeal. On January 25, 2024, after full briefing and oral argument, the Supreme Court reversed the 2022 Order in part and remanded the case to the district court "to continue its review under NRS 533.450 to determine whether substantial evidence supports Order 1309 and for further proceedings in accordance with [the court's] opinion."[36]

[33] Addendum at 2.
[34] 2022 Order at 19:13-29:16.
[35] 2022 Order at 30:22-31:6.
[36] *Sullivan* , 542 P.3d at 426.

A. The State Engineer has authority to create the LWRFS and determine the maximum amount of groundwater that can be pumped.

1. The State Engineer has authority to define groundwater resources and protect vested water rights.

The Supreme Court determined that the State Engineer "has authority to conjunctively manage surface waters and groundwater and to jointly administer multiple basins and thus was empowered to issue Order 1309."[37] In support of this holding, the Supreme Court found that the "State Engineer has implied authority under NRS 533.085 to create the LWRFS and to determine the maximum amount that can be pumped."[38] The Supreme Court held that prohibition against the impairment of vested water rights under NRS 533.085 creates an obligation to protect prestatutory vested rights (including Muddy River surface water rights).[39] Because of this obligation, the Supreme Court held "the State Engineer must be able to determine the extent of the groundwater resource that feeds the Muddy River to determine which users are pumping from it and how much."[40]

The Supreme Court recognized that the State Engineer has the statutory authority under NRS 533.085 to protect vested water rights if groundwater users are depleting the Muddy River and impairing vested rights.[41] The Supreme Court further recognized that under NRS 533.085, the State Engineer's authority to conjunctively manage surface waters with groundwater can extend across multiple basins and is not limited to a singular basin, because to find otherwise, "junior rights holders could deplete the shared water resource according to their local priority and previously granted appropriation, regardless of the impact such appropriation has on vested rights holders outside of the local basin."[42] The Supreme Court likewise found that "[b]ecause vested water rights by definition exist prior to the grant of statutorily granted water rights, all statutory rights are granted subject to vested rights, and no statutorily granted water right may impair vested water rights."[43]

---

[37] *Id.* at 416.
[38] *Id.* at 420.
[39] *Id.*
[40] *Id.*
[41] *Id.*
[42] *Id.* at 421.
[43] *Id.* at 420.

The Supreme Court held the term "basin" should have a broad and inclusive interpretation and was not limited to the 253 hydrographic areas established by the United States Geological Survey in 1968, as this Court previously concluded in its 2022 Order.[44] The Supreme Court accepted the Appellants' interpretation of the term "basin," which includes an aquifer and may include "multiple previously delineated basins as sub-basins."[45] With this broad definition of basin, the Supreme Court held that under NRS 534.110(6), the State Engineer "must be able to determine the boundaries of the basin that contains the groundwater supply, the boundaries of the area that replenishes the basin, and the rate of replenishment."[46] Thus, the State Engineer has the statutory authority to create the LWRFS and determine the maximum amount that can be pumped from the LWRFS without reducing the supply of groundwater.[47]

2. The State Engineer has authority under other water statutes.

The Supreme Court also agreed with the Appellants that the State Engineer has authority to conjunctively manage groundwater and surface water, as well as issue Order 1309 under several other statutory provisions "including but not limited to NRS 534.080(1), NRS 533.370(2), NRS 534.030, NRS 534.110(6), NRS 534.110(3), and NRS 534.120."[48] For example, under NRS 533.370(2) the State Engineer is required to reject applications for water rights "where [the application's] proposed use or change conflicts with existing rights." The Supreme Court held that the phrase "existing rights" includes surface water rights. Thus, under NRS 533.370(2) the State Engineer has authority to conjunctively manage groundwater and surface water.[49]

3. The State Engineer has implied authority to consider the needs of wildlife.

The Supreme Court found that both NRS 533.367 and NRS 533.370(2) impliedly require the State Engineer to determine the amount of water in the source of supply to springs or seeps in order

---

[44] *Id.* at 422.
[45] *Id.*
[46] *Id.* at 423.
[47] *Id.*
[48] *Id.* at 421.
[49] *Id.*

to determine whether an application would be a threat to the public interest.[50] The preservation of wildlife is part of this required public interest consideration.[51] Thus, the State Engineer has implied authority "to make a factual determination as to the boundaries of [a] source of water," and in doing so must consider the amount of water needed to provide for the habitat needs of wildlife, which includes the Moapa dace.[52]

B. Respondents were afforded due process.

In response to the question of whether the State Engineer violated the Respondents' due process rights, the Supreme Court held that all Respondents were afforded adequate notice through Interim Order 1303. The Supreme Court held that Interim Order 1303 "contemplated all of the issues under contention in Order 1309" and provided respondents with constitutionally adequate notice.[53]

With regard to the Respondents with water rights in Kane Springs Valley, the Supreme Court held the State Engineer did not violate their due process rights because these parties fully participated in the hearing and received over a month of formal notice regarding the potential inclusion of Kane Springs Valley in the LWRFS.[54]

The Supreme Court further held that all Respondents had an adequate opportunity to participate in the hearing and that "[t]here are no policy or management issues resolved in Order 1309 such that respondents needed the opportunity to be heard on those issues."[55] The Supreme Court also held that "[n]o deprivation of priority property rights occurred because Order 1309 rescinded the portion of Interim Order 1303 that reordered priority rights."[56] Relatedly, the Supreme Court made clear that no Respondent's use of water was actually impacted because Order 1309's findings were strictly factual.[57]

---

[50] *Id.* at 424.
[51] *Id.*
[52] *Id.*
[53] *Id.* at 425.
[54] *Id.*
[55] *Id.*
[56] *Id.*
[57] *Id.*

Bita Yeager
Eighth Judicial District Court
Clark County, Nevada
Department 1

With regard to the State Engineer's criteria for evaluating hydrological connectivity, the Supreme Court held that due process did not require the State Engineer to disclose his "method of interpreting, analyzing, and weighing facts prior to the hearing."[58] There was no due process violation because the Respondents did not lack access to underlying data or factual issues.[59]

C. The conflicts analysis was beyond the scope of the hearing.

The Supreme Court "agree[d] with appellants SNWA, MVIC, and the State Engineer that the adjudication of an absence of conflict between current groundwater pumping and rights under the Muddy River Decree exceeded the scope of the hearing notice"[60] and thus violated due process. Based on that holding, the Supreme Court affirmed this Court's decision to the extent it granted LVVWD and SNWA's petition; however, the Supreme Court reversed this Court's dismissal of MVIC's petition, directing the Court to grant the portion of MVIC's petition regarding its due process claims on remand.[61]

D. Results of the Nevada Supreme Court Decision.

The Supreme Court Opinion fully adjudicated portions of the petitions for judicial review relating to the question of authority and due process.[62] The Supreme Court reversed the portion of the 2022 Order granting Respondents' petitions for judicial review.[63] The Supreme Court also reversed the portion of the 2022 Order that dismissed MVIC and CBD's petitions for judicial review, and the portion of LVVWD and SNWA's petition for judicial review that supported the State Engineer.[64] The Supreme Court directed this Court to grant MVIC's, CBD's, and LVVWD and SNWA's petitions insofar as those petitions assert the State Engineer has the statutory authority to make the findings in Order 1309.[65] The Supreme Court also affirmed part of the 2022 Order that granted the portion of LVVWD and SNWA's petition that claimed that the adjudication of an

---

[58] *Id.* at 426.
[59] *Id.*
[60] *Id.*
[61] *Id.*
[62] *Id.* at 426.
[63] *Id.*
[64] *Id.*
[65] *Id.*

absence of conflict between current groundwater pumping and the rights of the Muddy River Decree exceeded the scope of the hearing notice.[66] The Supreme Court directed this Court to make similar findings to that portion of the MVIC petition regarding the same.[67]

Consistent with the findings in *Sullivan*, this Court hereby grants in part the portion of the MVIC Petition for Judicial Review requesting the conflict analysis and findings on pages 60 and 61 of Order 1309 be stricken.

VI. Remand for Substantial Evidence Findings

Based on the Supreme Court's remand, the remaining issues are whether substantial evidence supports the State Engineer's (1) delineation of the LWRFS based on a shared source of groundwater; and (2) finding that 8,000 afa or less of groundwater can be pumped in the LWRFS without causing further declines in flows of the Muddy River. Following the decision in *Sullivan*, on May 30, 2024, this Court entered its Scheduling Order on Substantial Evidence Issue After Status Conference. The Court requested the parties to re-submit the portions of their original Opening, Responding, and Reply Briefs that addressed the issue of whether Order 1309 was supported by substantial evidence in the record. The Court also requested that the parties submit briefing on the impact of *Sullivan* on the substantial evidence issue, if any. The Court held oral argument on October 1, 2024, and October 2, 2024.

The Court, having considered the evidence, the pleadings, together with oral argument presented at the hearing for these matters, and good cause appearing therefor, makes the following Findings of Fact, Conclusions of Law, and Order:

STANDARD OF REVIEW

An aggrieved party may appeal a decision of the State Engineer pursuant to NRS 533.450(1). The proceedings must be informal and summary, but must also afford the parties a full opportunity to be heard. NRS 533.450(2). The Court considers petitions for judicial review as being "in the nature of an appeal" and limited to "a determination of whether substantial evidence in the record supports the

[66] *Id.*
[67] *Id.*

State Engineer's decision."[68] The Nevada Legislature has specified that "[t]he decision of the State Engineer shall be prima facie correct, and the burden of proof shall be upon the party attacking the same."[69] Accordingly, the Court reviews the State Engineer's findings of fact to "determine whether the evidence upon which the engineer based his decision supports the order,"[70] and if "the record includes substantial evidence to support" those factual findings.[71] Substantial evidence is that which "a reasonable mind might accept as adequate to support" a factual finding.[72] A decision is arbitrary and capricious when it is not supported by substantial evidence.[73]

The Court may not substitute its judgment for that of the State Engineer, "pass upon the credibility of the witness [,] nor reweigh the evidence."[74] The Court's review must be "at its most deferential" where it is reviewing scientific determinations "within [the State Engineer's] area of special expertise, at the frontiers of science."[75]

FINDINGS OF FACT AND CONCLUSIONS OF LAW

I. The State Engineer Properly Delineated the LWRFS as a Single Hydrographic Basin.

This Court must determine whether substantial evidence supports the State Engineer's delineation of the LWRFS as a single hydrographic basin that shares the same source of groundwater. In Order 1309, the State Engineer found that the geographic boundary of the LWRFS "is intended to represent the area that shares both a unique and close hydrologic connection and virtually all of the same source and supply of water, and therefore will benefit from joint and conjunctive

---

[68] NRS 533.450(1); *Revert v. Ray*, 95 Nev. 782, 786, 603 P.2d 262, 264 (1979)..

[69] NRS 533.450(10); *see also, Revert*, 95 Nev. at 786, 603 P.2d at 264.

[70] *State Engineer v. Morris*, 107 Nev. 699, 701, 819 P.2d 203, 205 (1991) (citing *State Engineer v. Curtis Park*, 101 Nev. 30, 32, 692 P.2d 495, 497 (1985)).

[71] *Bacher v. Office of the State Engineer of State of Nevada*, 122 Nev. 1120, 1121 (2006)..

[72] *Bacher v. Office of the State Engineer of State of Nevada*, 122 Nev. at 1121, 146 P.3d at 800 (finding that a reasonable person would expect quantification of water rights needed and no evidence of such quantification or calculations by the State Engineer is included in the record).

[73] *See Clark Cty. Educ. Ass'n v. Clark Cty. Sch. Dist.*, 122 Nev. 337, 339-40, 131 P.3d 5, 7 (2006) (concluding that an arbitrator's award was "supported by substantial evidence and therefore not arbitrary, capricious, or unsupported by the arbitration agreement").

[74] *Revert*, 95 Nev. at 786, 603 P.2d at 264.

[75] *Wilson v. Pahrump Fair Water, LLC*, 137 Nev. 10, 16, 481 P.3d 853, 858 (2021) (quoting *Balt. Gas & Elec. Co. v. Nat. Res. Def. Council*, Inc., 462 U.S 87, 103, (1983)).

Bita Yeager
Eighth Judicial District Court
Clark County, Nevada
Department I

management."[76] This finding was based on the State Engineer's evaluation of evidence and testimony taken before, during, and after the Order 1303 hearing, as well as on criteria that the State Engineer has previously used for evaluating hydrological connectivity.[77] Based on that evidence of hydrological connectivity, the State Engineer found that the LWRFS consists of Kane Springs Valley ("Kane Springs"), Coyote Spring Valley ("Coyote Spring"), Muddy River Springs Area, California Wash, Hidden Valley, Garnet Valley, and the northwest portion of the Black Mountains area.[78] The State Engineer's rationale for combining these sub-basins was that the basins share a close hydrologic connection and the same source of water.[79] Although contradictory evidence appeared in the record, the State Engineer found that such evidence was unreliable and not based on the best available science. The State Engineer, therefore, discounted or rejected that evidence. The Court finds that based on the standard of review, substantial evidence supports his conclusion.

A. <u>The State Engineer's decision to create the LWRFS was reasonable given the evidence before him, and therefore, is based on substantial evidence.</u>

In Order 1309, the State Engineer found that "the geographic extent of the LWRFS is intended to represent the area that shares both a unique and close hydrologic connection and virtually all of the same source and supply of water, and *therefore will benefit from joint and conjunctive management*."[80] The State Engineer's hydrologic basis for delineating the LWRFS was based on a detailed consideration of a wide variety of scientific evidence. Such factual determinations should not be lightly disregarded or disturbed.[81] Indeed, the State Engineer is entrusted with administering this important and technical subject because he possesses the necessary technical qualifications and experience to understand and analyze complex issues.[82]

---

[76] SE ROA 55.
[77] SE ROA 48-49.
[78] SE ROA 66.
[79] SE ROA 55.
[80] SE ROA 55 (emphasis added).
[81] *State Eng'r v. Morris*, 107 Nev. 699, 701, 819 P.2d 203, 205 (1991); *Revert*, 95 Nev. at 786, 603 P.2d at 264. *See also, Pyramid Lake Paiute Tribe v. Washoe Cty.*, 112 Nev. at 751, 918 P.2d at 702 (Generally, the State Engineer's "factual determinations will not be disturbed" by the reviewing court on a petition for judicial review pursuant to NRS 533.450 so long as they are "supported by substantial evidence.").
[82] NRS 532.030 ("No person may be appointed as State Engineer who is not a licensed professional engineer pursuant

1. **The Aquifer Test in the 2000s produced extensive data upon which the State Engineer reasonably relied.**

The LWRFS sub-basins have been the subject of testing and assessment for decades. As a result, the record of available information and data is extensive. Since 1964, the United States Geological Survey ("USGS") and the State Engineer have recognized that Coyote Spring, Kane Springs, and the Muddy River Springs Area share a perennial yield and are part of a larger groundwater system comprised of neighboring and up gradient valleys that supplies most of the flow of the Muddy River.[83] The USGS concluded, and the State Engineer concurred, that the carbonate aquifer allows groundwater to flow from north of Coyote Spring and Kane Springs Valleys to the Muddy River. The carbonate aquifer's unique nature means that the same groundwater from the northernmost boundary flows underground all the way south to the Muddy River's headwaters, demonstrating that the purportedly separate hydrographic basins were not, in fact, separate sources of water.

The Interim Order 1303 administrative hearing built upon the existing record and allowed for stakeholder input and evaluation of the volumes of existing data, including monitoring data, since the conclusion of the Aquifer Test. The 2010 Aquifer Test produced valuable, empirical data about impacts throughout the LWRFS by pumping existing rights, indicating that the LWRFS sub-basins share a common supply of water with the Muddy River. The Aquifer Test yielded critical information and drastically altered the outlook for groundwater management and availability in the LWRFS. The test revealed a uniquely close hydrologic connectivity within the LWRFS. This unique connectivity is supported by additional information obtained in the years following the Aquifer Test.[84]

As chronicled in Interim Order 1303, the State Engineer made sound factual findings regarding the high degree of hydrologic connectivity within the LWRFS based on the Aquifer Test.

---

to the provisions of chapter 625 of NRS and who does not have such training in hydraulic and general engineering and such practical skill and experience as shall fit that person for the position").

[83] SE ROA 9900-9901, 9330-9331, 9347.

[84] SE ROA 53167 at 509:11-12; SE ROA 53452 at 1178:1-18; SE ROA 53341 at 903:2-5; SE ROA 53167 at 509:12; SE ROA 53452 at 1178:10-11.

Bita Yeager
Eighth Judicial District Court
Clark County, Nevada
Department I

Those findings were confirmed during the administrative hearing and acknowledged by a substantial majority of the parties after ample opportunity for additional evidence, cross examination, and rebuttal.[85] The evidence submitted during the Order 1303 hearing—which included prior investigations of the LWRFS groundwater system, data from the Aquifer Test showing a common response across the LWRFS, and numerical groundwater models that confirmed a close relationship between pumping and groundwater levels throughout the LWRFS—confirmed that a distinct regional aquifer exists underneath the entirety of the LWRFS, and that the regional aquifer is a single source of supply for that area.

Evidence also showed that groundwater pumping in the LWRFS is hydrologically connected to Muddy River flows, and that the source of water for the Muddy River is the same source of water for LWRFS groundwater. Given this evidence, the State Engineer's conclusion that the single source of water should be managed jointly to protect existing Muddy River water rights and public interest was reasonable.[86]

2. The six criteria developed by the State Engineer after the Order 1309 proceedings are reasonable.

The State Engineer developed a common set of criteria to consider and weigh evidence, consistent with characteristics considered in prior rulings regarding the LWRFS. These six criteria were used to determine if the hydrologic connection between basins required joint management.[87] These criteria account for water level, hydrographic, and hydrogeologic data to determine the extent of hydrologic connection between sub-basins in the LWRFS.[88] Based on these criteria, the State Engineer evaluated groundwater hydrographs throughout the LWRFS that were presented at the administrative hearing and, based on their similarity, determined the hydrologic connectivity

[85] SE ROA 53060 at 266:3-11; SE ROA 53167 at 509:7-8; SE ROA 53354 at 953:6-8; SE ROA 53452 at 1178:1-18; SE ROA 53618 at 1526:23 - SE ROA 53619 at 1527:5; SE ROA 53670 at 1645:7-10; SE ROA 53722 at 1763 to SE ROA 53723 at 1765; SE ROA 52984 at 95:14-16.
[86] *See* SE ROA 55.
[87] SE ROA 48-49.
[88] SE ROA 48-49.

between the LWRFS sub-basins was very high.[89] The State Engineer's criteria, and the application of that criteria, represent highly technical determinations that are best left to the State Engineer's expertise.

a) First criteria: Water level observations whose spatial distribution indicates a relatively uniform or flat potentiometric surface are consistent with a close hydrologic connection.

The first criterion is whether water level observations show a relatively uniform or flat groundwater level. The groundwater level is nearly flat throughout the LWRFS.[90] Regarding Kane Springs, the State Engineer recognized that water level elevations along the southern edge of Kane Springs are approximately 60 feet higher than those observed in some of the LWRFS wells to the south, evidencing a zone of low permeability.[91] Several stakeholders, including the U.S. National Park Service ("NPS"), U.S. Fish and Wildlife Service ("FWS"), Moapa Valley Water District ("MVWD"), NCA, and CBD, argued in favor of including Kane Springs in the LWRFS. Other stakeholders, such as SNWA, did not advocate including Kane Springs in the LWRFS, but placed evidence in the record that tended to support its inclusion. Virtually every stakeholder, including those who opposed its inclusion, agreed that the carbonate aquifer extends into Kane Springs to some degree.

One expert stated that examination of groundwater gradient, rather than absolute elevation values, is the preferred methodology to determine hydrologic connectivity.[92] Expert testimony indicated that the gradient between Kane Springs and Coyote Spring is flat and the gradient between Kane Springs and the Warm Springs Area is "exceptionally flat."[93] The negligible difference in the gradient between Kane Springs and Coyote Spring and the virtually flat gradient between Kane Springs and the Warm Springs area indicates a strong hydrologic connectivity between Kane Springs

---

[89] SE ROA 47-48.
[90] SE ROA 47; *see also* SE ROA 39258, 39259, 39267, 53452, 53459.
[91] SE ROA 53.
[92] ROA 39268-69.
[93] KMW-1 and CSVM-4 in CSV is 4.9 x 10-4 ft/ft, which is a flat gradient. The gradient between KMW-1 and EH-5B (immediately up-gradient from the Warm Springs area) calculated on a straight line is 5.9 x 10-4 ft/ft. ROA 39268-69.

Bita Yeager
Eighth Judicial District Court
Clark County, Nevada
Department I

and the southern LWRFS.[94] The exceptionally flat gradient also indicates a highly transmissive aquifer that will allow pumping effects from KSV to be transmitted to the Warm Springs area. The State Engineer relied in part on that exceptionally flat hydraulic gradient to include Kane Springs in the LWRFS.[95]

After weighing all evidence, the State Engineer was persuaded by the evidence provided by the NPS, which demonstrated a close hydraulic connection with the LWRFS based on hydrographic patterns and a response to the Aquifer Test pumping.[96] Other parties' experts were also persuaded by this evidence.[97] This Court will not re-weigh the evidence, and based on the above, finds that substantial evidence supports the State Engineer's findings on the first criterion.

b) Second criteria: Water level hydrographs that, in well-to-well comparisons, demonstrate a similar temporal pattern, irrespective of whether the pattern is caused by climate, pumping or other dynamic is consistent with a close hydrologic connection.

The second criterion is whether water level hydrographs, in well-to-well comparisons, demonstrate a similar pattern. A uniform response was observed in groundwater levels in the LWRFS from the Aquifer Test.[98] At the administrative hearing, there was general consensus among experts that pumping in the LWRFS caused corresponding drawdowns throughout the LWRFS groundwater aquifer and a decline of Muddy River spring flows.[99] Volumes of geographic and hydrologic data were submitted to the State Engineer that evaluated the connectivity of all surrounding basins in

---

[94] CBD's expert witness, Dr. Myers, also described the flat potentiometric surface between southern KSV and the Warm Springs area. Myers stated that the groundwater level in CSVM-4, in CSV near the southern end of KSV, is just six feet lower than well KMW-1, for a calculated gradient of 0.00016. ROA 52090; Transcript Vol. VIII p. 1520-21, 1557:21-1558:2 (Myers).

[95] ROA 25.

[96] SE ROA 53; *see also* SE ROA 51542-51546, 53170-53172.

[97] SE ROA 52 & n.282; *see also* SE ROA 48705, 48695, 51542-51543, 52913-52914, 52899-52902, 52860-52862.

[98] SE ROA 47, 60. SE ROA 749, 41981-41986.

[99] SE ROA 13-14 (Center for Biological Diversity), SE ROA 15-16 (City of North Las Vegas), SE ROA 19 (Georgia Pacific and Republic); SE ROA 27 (Moapa Valley Water District); SE ROA 28 (Muddy Valley Irrigation Company); SE ROA 29-30 (United States Department of the Interior, National Park Service); SE ROA 33-34 (NV Energy); SE ROA 34-36 (SNWA and LVVWD); SE ROA 38 (U.S. Fish and Wildlife Service); *See, e.g.*, SE ROA 53340 at 899:17 to SE ROA 53341 at 900:16 (Burns); SE ROA 53170 at 521:5-24 (Waddell); SE ROA 53056 at 251:4 to SE ROA 53057 at 252:12 (Braumiller); SE ROA 53454 at 1187:11 to SE ROA 53455 at 1188:21 (Lazarus); SE ROA 53618 at 1526:23 to SE ROA 53619 at 1527:5 (Myers); SE ROA 48620; SE ROA 53352 at 945:14 to 946:16 (Burns); SE ROA 53340 at 899:17-20 (Burns). The State Engineer found this evidence more compelling than the counter evidence by CSI, Lincoln-Vidler, and the Moapa Band of Paiutes.

relation to the Muddy River and each other. During the Aquifer Test, an average of 5,290 afa was pumped from Coyote Spring, and a cumulative total of 14,535 afa was pumped throughout the study-area basins,[100] and pumpage was measured from 30 additional wells in several LWRFS basins. Although Kane Springs was not within the Aquifer Test study area, water level measurements were taken throughout the pumping at a monitoring well in Kane Springs, named KMW-1.

Order 1309 states that the hydrographic pattern observed in KMW-1 as a result of the Aquifer Test reflected a response to MX-5 pumping.[101] The Order cites the testimony of NPS expert witness, Dr. Richard Waddell, Jr., P.G., Ph.D, who stated in his report and testimony that he observed drawdowns in KMW-1 resulting from pumping from MX-5.[102] It also cites MVWD's expert witness, Jay Lazarus, who presented data showing that water levels at KMW-1 were lowered by MX-5 pumping.[103] Additional witnesses noted that impacts from the Aquifer Test observed in Kane Springs were similar to those observed in Coyote Spring, with one expert stating that "there is significant correlation between KMW-1 and impacts from pumpage within the LWRFS with effects from present day pumpage within the LWRFS observed in well KMW-1."[104] Thus, both the Aquifer Test and current pumping in the LWRFS show impacts in Kane Springs. Those corresponding drawdowns between KMW-1 and the other LWRFS monitoring wells indicate connectivity between Kane Springs and downgradient basins. Although the State Engineer recognized discrete aquifers may conceptually exist within the LWRFS, he found none had been proven to exist.[105] This Court finds that substantial evidence supports the State Engineer's findings regarding the second criterion.

c) **Third criteria: Water level hydrographs that demonstrate an observable increase in drawdown that corresponds to an increase in pumping and an observable decrease in drawdown, or a recovery, that corresponds to a decrease in pumping, are consistent with direct hydraulic connection and close hydrologic connection to the pumping location(s).**

---

[100] ROA 6.
[101] ROA 7.
[102] ROA 24.
[103] Relying on hydrographs collected by SNWA, Lazarus stated that water levels at KMW-1 decreased approximately 0.5 feet over the duration of the Order 1169 pumping, in a descending trend parallel to that of other LWRFS monitoring wells.
[104] ROA 25, 39258-39260.
[105] SE ROA 52-54.

Bita Yeager
Eighth Judicial District Court
Clark County, Nevada
Department I

The third criterion is whether water level hydrographs demonstrate a similar observable decrease or recovery in water level that corresponds to a change in pumping. The groundwater level throughout the LWRFS recovered in a similar way since the Aquifer Test and uniformly failed to recover to pre-test levels.[106] Regarding Kane Springs, the State Engineer found the hydrographic evidence submitted by the NPS to be the most persuasive.[107] The NPS reviewed hydrologic data and concluded that there is a clearly established hydrologic connection between Kane Springs and the LWRFS, including the discharge to the Muddy River.[108] This Court finds that substantial evidence supports the State Engineer's findings regarding the third criterion.

d) **Fourth criteria: Water level observations that demonstrate a relatively steep hydraulic gradient are consistent with a por hydraulic connection and a potential boundary.**

Fifth criteria: Geologic structures that have caused a juxtaposition of the carbonate rock aquifer with low permeability bedrock are consistent with a boundary. When hydrogeologic information indicate a close hydraulic connection (based on criteria 1-5), but limited, poor quality, or low resolution wáter level data obfuscate a determination of the extent of that connection, a boundary should be established such that it extends out to the nearest mapped feature that juxtaposes the carbonate-rock aquifer with low-permeability bedrock, or in the absence of that, to the basin boundary.

The Court addresses the fourth and fifth criteria together as they both relate to evidence for exclusion of basins from the LWRFS. The fourth criterion is whether water level observations are so disparate that there is poor hydraulic connection and a potential boundary. The fifth criterion is whether geologic structures show a rock formation can impede flow through the regional aquifer. As stated above, the State Engineer reviewed evidence of water levels. In some instances, the State Engineer found that, while there may be some water level discrepancies between some basins, these observations were not so disparate as to indicate a potential boundary to exclude any of the basins included in the LWRFS.[109]

---

[106] SE ROA 41982.
[107] SE ROA 52-54.
[108] SE ROA 29; SE ROA 51464, 52884-52888.
[109] SE ROA 52-54.

Bita Yeager
Eighth Judicial District Court
Clark County, Nevada
Department I

As to the fifth criteria, CSI, LCWD and Vidler rely on a 2019 field investigation conducted by Zonge International, Inc. ("Zonge Report"), to argue that a geologic structure in southern Kane Springs operates as a complete or partial barrier to groundwater flows from Kane Springs into Coyote Spring. The Zonge Report relied on Controlled Source Audio Frequency Magneto Telluric ("CSAMT") methodology to characterize subsurface geology, and concluded that faulting exists in northern Coyote Spring that would account for the difference in water levels between Kane Springs and Coyote Spring. The newly discovered fault is purportedly of lower permeability than the carbonate aquifer as a whole, so the Zonge Report concluded that the fault would "significantly impede flow" between the basins.

As a preliminary matter, if faults exist at the noted location, those faults would not necessarily act as a barrier to flows. The presence of a relatively low permeability structure between Kane Springs and Coyote Spring does not necessarily prevent substantial groundwater flow between the two basins. There can be a relatively low permeability structure in southern Kane Springs that impedes (but does not prevent) flows into Coyote Spring, and Kane Springs, as a unit can have a close hydrological connection with the remaining LWRFS.[110] That hydrologic connection becomes more likely when one understands the "remarkably flat" gradient between Kane Springs and Muddy River Springs. A structure might be present that impedes or slows flows at specific points in southern Kane Springs, which would explain the hydraulic head differential. However, an isolated structure would not necessarily prevent flows throughout the greater carbonate aquifer, a fact which CSI's expert witness acknowledged.[111] Thus, even if present, possible faulting between Kane Springs and Coyote Springs does not automatically exclude Kane Springs from the LWRFS.

The Court notes the State Engineer found the methodology by which the Zonge Report located the purported fault to be flawed. The author of the Zonge Report, Norman Carlson, acknowledged on cross examination that the alleged fault does not appear on any maps developed through previous geophysical studies completed on behalf of the USGS. He also stated that in order to locate faults, CSAMT lines should run perpendicular to the fault, otherwise, the image is "distorted

[110] ROA 39268; Transcript, Vol. II at pp. 254:24-255:8 (Braumiller).
[111] *See id.* (Dr. Braumiller stating "the transmissivity is just lower in that chunk of the carbonates than it is in this very large area possessing exceptionally high transmissivity.")

and unreliable."[112] Carlson testified he identified the southern Kane Springs fault by comparing two *parallel* CSAMT lines.[113] The error in methodology was exacerbated by the fact that the CSAMT line that ran across the postulated fault—Line 12—did not clearly indicate any such fault or underground structure. In light of the questionable methodology by which the new fault was discovered, the State Engineer discounted the CSAMT evidence.

Opponents cite State Engineer Ruling 5712 to claim the State Engineer acted arbitrarily when he included Kane Springs in the LWRFS, and that Ruling 5712 found that the difference in hydraulic head between Kane Springs and Coyote Spring constituted "conclusive evidence that [Kane Springs] should not be included in the [LWRFS]."[114] LCWD and Vidler argue that the State Engineer "ignore[d] the determination made by his predecessor" in Ruling 5712 that the marked difference in head . . . supports the probability of a low permeability structure or change in lithology" between Kane Springs and Coyote Spring.[115] However, a closer look at Ruling 5712 shows it does not have the preclusive effect for which it is cited.

Ruling 5712 addressed applications filed by LCWD and Vidler for 5,000 afa of water from the carbonate aquifer in Kane Springs. The State Engineer ultimately approved the applications for a total duty of 1,000 afa, or 20 percent of the requested water. In its discussion regarding the possibility of a hydrologic barrier between Kane Springs and Coyote Spring, Ruling 5712 acknowledged that there is approximately 50 feet of difference in water elevations between Kane Springs and Coyote Spring, which "supports the probability of [the existence of] a low-permeability structure or change in lithology between Kane Springs and the southern part of Coyote Spring."[116] However, Ruling 5712 did not at any point state that the low-permeability structure acts as a *barrier* to flows. Ruling 5712,

---

[112] Transcript, Vol. VI at 1216l:16-19; 1262:2-6 (Carlson) ("[I]f we put a survey line directly on top of a fault and running parallel with it, the image is distorted. You get very ambiguous data. You can't really resolve it.").
[113] SEROA 36262; Transcript, Vol. VI at p.1344:16-1345:6 (Carlson). Mr. Carlson ran three lines: (i) "Line 10", running from southeast to northwest in the southern portion of the basin; (ii) "Line 11", which ran parallel to Line 10, slightly to the southwest in northern CSV; and (iii) "Line 12", which ran east to west and transected the other two lines at an approximately 45-degree angle. Mr. Carlson identified the purported fault by comparing lines 10 and 11—parallel lines.
[114] Lincoln County Water District and Vidler Water Company, Inc.'s Brief on Substantial Evidence Issues (June 6, 2024) at pp. 1, 20, 24.
[115] *Id.* at 24.
[116] ROA 719.

Bita Yeager
Eighth Judicial District Court
Clark County, Nevada
Department 1

to the contrary, states that "the evidence indicates a strong hydrologic connection between Kane Springs[] and Coyote Spring[]," and that ground water flows from Kane Springs into Coyote Spring.[117]

In addition, Ruling 5712 was issued seven years prior to conclusion of the Order 1169 aquifer test, and test pumping simulations referenced in Ruling 5712 show a cone of depression from pumping in Kane Springs extending into Coyote Spring. Thus, the isolated statements pulled from Ruling 5712 by opponents of Order 1309 do not have the preclusive effect for which they are cited.

The State Engineer found that other evidence in the record that supported including Kane Springs in the LWRFS to be more reliable than the contradictory evidence that was offered and argued, and found that there was no evidence of the existence of a hydrologic boundary between Kane Springs and the remainder of the LWRFS.[118] The Court finds that substantial evidence supports the State Engineer's findings regarding the fourth and fifth criterion.

d) Sixth criteria: When hydrogeologic information indicates a close hydraulic connection (based on criteria 1-5), but limited, poor quality, or low resolution wáter level data obfuscate a determination of the extent of that connection, a boundary should be established such that it extends out to the nearest mapped feature that juxtaposes the carbonate-rock aquifer with low-permeability bedrock, or in the absence of that, to the basin boundary.

The sixth criteria applies when the first five criteria demonstrate a connection, but a lack of data exists to determine the extent of a hydrologic connection. In that instance, the State Engineer found that the area should be considered connected based on the nearest geologic feature or basin boundary.[119] Regarding Kane Springs, the State Engineer found that a barrier feature could not be identified, and thus the LWRFS boundary was extended to the basin boundary.[120] The State Engineer also found that the boundary should be to the south of the NCA production wells, as that geological location coincides with the projection of the Muddy Mountain Thrust.[121] This boundary more "closely coincides with the measurable drop in water levels recognized to occur south of the NCA

[117] *Id.*
[118] SE ROA 53.
[119] SE ROA 48-49.
[120] SE ROA 53 n.287.
[121] SE ROA 52; SE ROA 48704.

wells, between EBM-3 and BM-ONCO-1 and 2, which is indicative of a hydraulic barrier or zone of lower permeability."[122] In other words, the boundary to the south of the NCA production wells better reflects a recognized physical boundary in the carbonate-rock aquifer. This Court finds that substantial evidence supports the State Engineer's findings regarding the sixth criterion.

LCWD and Vidler argue, based on the procedural history recited by the *Sullivan* Court, that information obtained from the Order 1169 pumping test could not be relied on as contributing to the substantial evidence supporting the inclusion of Kane Springs in the LWRFS.[123] The Court noted that at the conclusion of Order 1169 pumping, the State Engineer concluded that there was clear proof of the hydrologic connection of six LWRFS basins, but did not include Kane Springs in that connection.[124] LCWD and Vidler reason that the previous omission of Kane Springs from the LWRFS basins in 2012 is tantamount to an express finding that there was no hydrologic connection. However, the State Engineer's determination in 2012 that there was not sufficient evidence at that time to include Kane Springs in the LWRFS does not exclude that evidence from contributing to a later determination that Kane Springs should be included. The Order 1169 evidence is but one piece of the substantial evidence supporting inclusion of Kane Springs in the LWRFS.

CSI argues the State Engineer should not have relied on data from the Aquifer Test to determine hydrologic connectivity because the test was intended to determine if water was available for additional appropriation, not to provide a comprehensive view of the LWRFS.[125] This Court finds, regardless of the decision the State Engineer was considering when he ordered the Aquifer Test, that the State Engineer considered the water level data and hydrographs from that test to be valuable in understanding the connectivity of sub-basins in the LWRFS. The Court finds no basis as to why the State Engineer should be required to ignore this relevant and important evidence. The basis under which the evidence was collected has no bearing on the relevance and importance of

---

[122] *Id.*
[123] Lincoln County Water District and Vidler Water Company, Inc's Brief on Impact of the Nevada Supreme Court's Decision (June 6, 2024) at pp. 1-2.
[124] *Sullivan* , 417, nn. 2-3.
[125] CSI Opening Brief at 30:19-35:25.

what that evidence shows. The Court concludes that the State Engineer's reliance on data from the Aquifer Test is reasonable in light of the State Engineer's expertise and the evidence before him.

Some petitioners argue the State Engineer only relied on water level data and did not properly consider other evidence regarding hydrologic connection between sub-basins.[126] The record before the State Engineer and Order 1309 itself belies this argument. The State Engineer expressly considered evidence of groundwater budgets, resistivity, geologic formations, and climate, in addition to water level data, but found it had limited value. That the State Engineer was unpersuaded by certain evidence does not mean he ignored such evidence. Rather, he gave the probative value of that evidence less weight in his decision.

Regarding groundwater budgets, the State Engineer did review data for each sub-basin but found that budget estimates were not as helpful in determining hydrologic connection as actual water level measurements.[127] CSI, LCWD and Vidler presented evidence of resistivity between sub-basins as evidence of a lack of hydrologic connectivity.[128] However, the State Engineer pointed out that LCWD and Vidler admitted that resistivity information alone "does not provide data about the hydraulic properties of either side of the resistive area."[129] The State Engineer recognized that geologic heterogeneities exist in the LWRFS, but found those formations do not "create hydraulically isolated compartments or subareas within the LWRFS" from which "pumping can occur without effect on the" headwaters of the Muddy River.[130] This finding was further supported by evidence that showed wells on different sides of geologic formations behaved similarly during the Aquifer Test.[131] In response to claims that climate data proved groundwater declines in the LWRFS were caused by drought but not groundwater pumping,[132] the State Engineer recognized that both groundwater pumping and climate affect water levels. The State Engineer thus acknowledged he can

[126] CSI Opening Brief at 29:27-30:17.
[127] SE ROA 49.
[128] SE ROA 18, 22.
[129] SE ROA 22; SE ROA 53525 at 1364:6-8.
[130] SE ROA 60.
[131] SE ROA 53352 at 944:6 - SE ROA 53353 at 950:2.
[132] SE ROA 57.

Bita Yeager
Eighth Judicial District Court
Clark County, Nevada
Department I

only regulate groundwater pumping.[133] The State Engineer properly found that he must exercise this authority over groundwater pumping in consideration of its potential to cause conflict or to be detrimental to the public interest regardless of the relative contributing effects of climate.[134]

After reviewing the entire record, the Court finds that substantial evidence supports the State Engineer's delineation of the LWRFS.

II. The State Engineer's finding that the maximum long-term quantity of groundwater that can be safely pumped is 8,000 afa is supported by substantial evidence.

The State Engineer's determination of a sustainable pumping maximum for a hydrographic basin is a factual determination that is based on highly technical data, and this Court will not "substitute its judgment for that of the State Engineer" on that determination, nor will it "pass upon the credibility of the witnesses nor reweigh the evidence."[135] Instead, this Court limits itself to reviewing the record to determine if there is evidence that the State Engineer relied on to support his factual finding that the LWRFS has a sustainable pumping maximum of 8,000 afa, or less, and whether a reasonable mind would accept that evidence as adequate to support that finding. The Court finds that substantial evidence supports this decision.

A. The State Engineer's findings in Order 1309

In Order 1309, the State Engineer found that the best available data indicates the maximum amount of groundwater pumping that can occur in the LWRFS without further reducing the flow of the Muddy River and adversely impacting senior water rights is 8,000 afa or less.[136] The State Engineer recognized that, while current data is adequate to establish an approximate limit for groundwater pumping in the LWRFS, continued "monitoring of of spring flows, water levels, and pumping amounts over time" would be necessary to validate and potentially adjust this limit.[137] Put simply, the State Engineer made clear that the 8,000 afa sustainable pumping maximum would be

---

[133] SE ROA 57.
[134] SE ROA 57.
[135] *Bacher*, 122 Nev. 1110, 146 P.3d 793; *Revert v. Ray*, 95 Nev. 782, 603 P.2d 262 (1979).
[136] SE ROA 64, 66.
[137] SE ROA 58.

Bita Yeager
Eighth Judicial District Court
Clark County, Nevada
Department I

subject to revision and may ultimately be less when additional data is available through future monitoring.

In Order 1309, the State Engineer made findings about how LWRFS pumping, both currently and historically, is impacting groundwater and surface water levels in the LWRFS. Those findings are based, in part, on evidence from the Aquifer Test. A "total of 14,535 acre-feet was pumped throughout the" LWRFS during the Aquifer Test.[138] That amount of pumping is only a fraction of the over 40,000 afa of permits in the LWRFS, and pumping 14,535 afa resulted in "sharp declines in groundwater levels and flows in the Pederson and Pederson East springs, two springs considered to be sentinel springs for the overall condition of the Muddy River."[139]

The State Engineer's finding that the sustainable pumping maximum for the LWRFS is 8,000 afa or less is supported by substantial evidence in the record regarding aquifer recovery since the Aquifer Test. The State Engineer found that groundwater level recovery from the test was completed two to three years after the test concluded in 2012.[140] The State Engineer found that after spring discharge declined during and immediately after the Order 1169 aquifer test, ground water level recovery now may be approaching steady state.[141] To support this conclusion, the State Engineer pointed out that water levels at EH-4, a well near the Warm Springs area, have been stable in the years since the Aquifer Test.[142] During this same time period, groundwater pumping in the LWRFS has declined to and is now approximately 8,000 afa.[143] The State Engineer further acknowledged that "evidence and testimony projecting continual future decline in spring flow at the current rate of pumping is compelling but not certain," and therefore found that the pumping maximum "may need to be reduced in the future if the stabilizing trend in spring discharge does not continue."[144]

[138] SE ROA 56; SE ROA 651.
[139] SE ROA 7.
[140] SE ROA 56; SE ROA 41992-41993, 42012, 52887.
[141] SE ROA 64.
[142] SE ROA 57; SE ROA 41982.
[143] SE ROA 57; SE ROA 41882.
[144] SE ROA 63.

The State Engineer also reviewed evidence that Muddy River flows have been depleted by pumping.[145] Parties during the Interim Order 1303 proceedings estimated average pre-development flow of the Muddy River ranged between 33,600 afa and 37,000 afa.[146]

During the administrative hearing, expert reports and testimony relating to safe pumping levels in the LWRFS ranged from "no safe pumping" to as much as 30,630 afa, with others arguing that the location of pumping was determinative of the volume of water that can be pumped.[147] Order 1309 notes that most of the experts agreed that the maximum safe pumping level is something less than the current pumping rate—9,318 afa.[148] USFWS and NCA suggested that the maximum initial pumping levels in the LWRFS be based on average pumping levels from 2015 through 2017—9,318 afa.[149] CSI took a similar approach, but recommended that pumping be based on pumping levels from 2010 through 2015—11,400 afa.[150] The City of North Las Vegas estimated 10,000 afa.[151] NV Energy noted that pumping in the carbonate aquifer since completion of the Order 1169 aquifer test had ranged between 7,000 and 8,000 afa, and that water levels had remained stable.[152] SNWA estimated that safe pumping levels were in the 4,000-6,000 afa range.[153] MVWD noted that water levels had remained fairly stable at pumping levels near 9,200 afa.[154] Although not extensively cited to in Order 1309, the record contains extensive analyses that led each of the stakeholders to the conclusion that they advocated for their respective recommended safe pumping levels. The State Engineer had the opportunity to review all of those analyses before determining an initial estimate of safe withdrawal levels. The State Engineer found that the available data was adequate to approximate a limit on pumping, but also that continued monitoring of pumping and water levels would be essential to "refine and validate" that limit.[155] Ultimately, recognizing that pumping in the carbonate aquifer had declined

---

[145] SE ROA 7-9, 56-58; SE ROA 740-43.
[146] SE ROA 662 (36,000 afa); SE ROA 736 (37,000 afa); SE ROA 41962.
[147] ROA 58-64.
[148] ROA 58.
[149] ROA 62
[150] ROA 62.
[151] *Id.*
[152] *Id.*
[153] ROA 63.
[154] *Id.*
[155] *Id.*

Bita Yeager
Eighth Judicial District Court
Clark County, Nevada
Department 1

since completion of the Order 1169 aquifer test and was nearing 8,000 afa with water levels stable, the State Engineer set the initial maximum withdrawal limit at 8,000 afa.[156]

The State Engineer found that the pre-development discharge of the fully appropriated Muddy River system for purposes of Order 1309 was 34,000 afa.[157] In 2003, the Muddy River only flowed 22,000 afa.[158] Since 2003, pursuant to party reports, the flow has recovered to only 30,800 afa.[159] Most parties agreed that even though groundwater levels have risen marginally as pumping decreased, spring and river flows have not fully recovered to the pre-development level that was recognized in the Muddy River Decree.[160]

Based on these considerations the State Engineer concluded the maximum amount of groundwater that could be pumped in the LWRFS without adversely impacting senior water rights is 8,000 afa and may be less.[161] Given this evidence, the Court finds it reasonable for the State Engineer to anchor his approach for managing groundwater pumping in the LWRFS on eliminating harm to senior rights.[162]

Some petitioners argue there is not substantial evidence in the record simply because no stakeholder at the administrative hearing estimated that exactly 8,000 afa should be the pumping limit.[163] However, this Court finds that simply because a specific stakeholder did not advocate for 8,000 afa does not render the decision of the State Engineer arbitrary. The Court must review the evidence in the record on that subject matter, and determine if a reasonable person would find enough in the record to support the State Engineer's finding of 8,000 afa as an initial starting point. The State Engineer's selection of 8,000 afa as the pumping maximum is supported by hydrographs, testimony, reports, and other materials that were reviewed and weighed by the State Engineer. The State Engineer

---

[156] ROA 64.
[157] SE ROA 11, 43.
[158] SE ROA 41962.
[159] SE ROA 41962.
[160] SE ROA 13, 14, 16, 21, 23, 25-26, 27, 29-30, 32, 34, 37. Note, while many parties argue whether the recovery is influenced by climate or pumping, all agree recovery is not yet complete.
[161] SE ROA 66.
[162] SE ROA 58; SE ROA 82.
[163] CSI characterizes the 8,000 afa limit as "randomly selected," and "completely random and arbitrary." LCWD and Vidler note that no stakeholder specifically estimated that 8,000 afa is the safe pumping level to argue, and concludes as a result that that there is not substantial evidence in the record to support that number.

also prudently indicated that the pumping maximum may be lowered if future data indicates the LWRFS hydrologic system has not reached a new steady state, and spring flows to the Muddy River continue their decline.[164]

The State Engineer also explicitly acknowledged that adjustments may be made in the future, as "there remains some uncertainty as to the extent that distance and location relative to other capturable sources of discharge either delay, attenuate, or reduce capture from the springs."[165] As more data is collected in the future and becomes available, the State Engineer will be better equipped to determine how pumping in locations within the LWRFS that are distal from the Warm Springs area affect the flows. The Court finds it is not arbitrary or capricious for the State Engineer to make decisions based on the current body of evidence, even if more complete and detailed information about how location and distance from the Warm Springs impact the flow is not yet available. The State Engineer is required to "consider the best available science in rendering decisions concerning the available surface and underground sources of water"[166]—the operative word being "available." Simply because further testing has not yet been done to precisely define how distance and location correlates to reduction in flow does not preclude the State Engineer from making decisions based on the evidence that he currently possesses. Again, the State Engineer is required to make decisions based on the best available evidence; the Court finds he has done so.

Therefore, the Court concludes the State Engineer's selection of 8,000 afa or less as the sustainable maximum for groundwater pumping is reasonable in light of the record before him, and this Court affirms that finding as supported by substantial evidence.

B. The State Engineer's consideration of other evidence

The State Engineer also discussed evidence presented by hearing participants on the use of water budgets for determining the maximum amount of groundwater that could be pumped.[167] At the hearing, CSI presented evidence that the regional water budget demonstrates that the maximum

---

[164] SE ROA 63.
[165] SE ROA 60.
[166] NRS 533.024(1)(c). *See Sullivan*, 542 P.3d at 421.
[167] SE ROA 58-59.

amount of groundwater that can be pumped in the LWRFS may be up to 30,630 afa.[168] The State Engineer pointed out that CSI, in purely relying on the regional water budget, failed to account for water that was already appropriated in upgradient or downgradient basins.[169] The State Engineer concluded that the regional water budget should be considered when determining the maximum amount of groundwater pumping in the LWRFS, but also that the potential for adverse impacts to senior water rights "is controlled by aquifer hydraulics and the effect of pumping on discharge at the Warm Springs area rather than the regional water budget."[170]

The State Engineer responded to the hearing participants' arguments that groundwater flow paths and subsurface geology in the LWRFS creates barriers to flow that reduce the effects of groundwater pumping.[171] In doing so, the State Engineer found that, regardless of the structural complexity and heterogeneity of the geology in the LWRFS, data collected during the Aquifer Test demonstrates that "groundwater levels throughout the LWRFS rise and fall in common response to the combined effects of climate and pumping stress, which discharge at [the] Warm Springs area."[172] In other words, there is not substantial evidence that the subsurface geology of the LWRFS creates small compartments where groundwater pumping can occur without adversely impacting senior water rights.

The Court finds the State Engineer properly considered all relevant evidence presented at the Order 1303 administrative hearing in issuing Order 1309 and finding that the maximum amount of groundwater that can be pumped in the LWRFS without adversely impacting senior water rights is 8,000 afa or less. The Court finds that substantial evidence supports this conclusion.

C. Impact of striking State Engineer's conflicts analysis

In *Sullivan*, the Supreme Court agreed with SNWA, MVIC, and the State Engineer that the "adjudication of an absence of conflict between current groundwater pumping and rights under the

[168] SE ROA 58.
[169] *Id.*
[170] SE ROA 59.
[171] SE ROA 59-60.
[172] SE ROA 60.

Muddy River Decree exceeded the scope of the hearing notice."[173] This ruling in effect struck the State Engineer's conflict determination on pages 60 and 61 of Order 1309. This ruling has no impact in this Court's review of whether the State Engineer's factual findings are supported by substantial evidence. As the Supreme Court recognized in *Sullivan*, the State Engineer's findings in Order 1309 were "purely factual."[174] Therefore, any concerns about legal conflicts between junior groundwater rights and senior surface water rights will be addressed by the State Engineer at a later date when he develops a management scheme for the LWRFS. The State Engineer's factual determination that the sustainable pumping maximum in the LWRFS is 8,000 afa or less was not a conflicts analysis and is independently supported by substantial evidence in the record.

ORDER

Based on the foregoing: IT IS HEREBY ORDERED that the Petition for Judicial Review filed by SNWA and LVVWD, and MVIC are GRANTED regarding the conflicts analysis on the beginning of Page 60 and ending within the first paragraph on Page 61 of Order 1309.

IT IS HEREBY FURTHER ORDERED that the conflict analysis appearing on the beginning of Page 60 and ending within the first paragraph of Page 61 of Order 1309 is hereby REVERSED, and is ordered to be stricken from Order 1309.

IT IS HEREBY FURTHER ORDERED that the petitions for judicial review filed by Apex, CBD, CSI, Georgia-Pacific, NCA, Lincoln-Vidler, and MVIC claiming that Order 1309 was not supported by substantial evidence are DENIED.

IT IS HEREBY FURTHER ORDERED that the remainder of Order 1309 is supported by substantial evidence and is AFFIRMED in its entirety.

IT IS SO ORDERED.

Dated this 23rd day of May, 2025

Bita Yeager

572 62F EECC D541
Bita Yeager
District Court Judge

Bita Yeager
Eighth Judicial District Court
Clark County, Nevada
Department I

[173] *Sullivan*, 542 P.3d at 426 .
[174] *Id.* at 425.

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

Southern Nevada Water Authority, Plaintiff(s) vs. Nevada State Engineer, Division of Water Resources, Defendant(s)	CASE NO: A-20-816761-C DEPT. NO. Department 1

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Findings of Fact, Conclusions of Law and Order was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 5/23/2025

Sev Carlson	scarlson@kcnvlaw.com
Michael Knox	Michael.Knox@nvenergy.com
Christian Balducci	ctb@maclaw.com
Timothy Clausen	Timothy.Clausen@nvenergy.com
Andrew Moore	moorea@cityofnorthlasvegas.com
Bradley Herrema	bherrema@bhfs.com
Kent Robison	krobison@rssblaw.com
Therese Shanks	tshanks@rssblaw.com
William Coulthard	wlc@coulthardlaw.com

Emilia Cargill	emilia.cargill@coyotesprings.com
Derek Muaina	DerekM@WesternElite.com
Laena St-Jules	lstjules@ag.nv.gov
Therese Ure	counsel@water-law.com
Gregory Morrison	gmorrison@parsonsbehle.com
Paul Taggart	paul@legaltnt.com
Steven Anderson	Sc.anderson@lvvwd.com
Steven Anderson	Sc.anderson@lvvwd.com
Lisa Belenky	lbelenky@biologicaldiversity.org
Douglas Wolf	dwolf@biologicaldiversity.org
Sylvia Harrison	sharrison@mcdonaldcarano.com
Sylvia Harrison	sharrison@mcdonaldcarano.com
Lucas Foletta	lfoletta@mcdonaldcarano.com
Lucas Foletta	lfoletta@mcdonaldcarano.com
Sarah Ferguson	sferguson@mcdonaldcarano.com
Sarah Ferguson	sferguson@mcdonaldcarano.com
Alex Flangas	aflangas@kcnvlaw.com
Kent Robison	krobison@rssblaw.com
Bradley Herrema	bherrema@bhfs.com
Emilia Cargill	emilia.cargill@wingfieldnevadagroup.com
William Coulthard	wlc@coulthardlaw.com
Christian Balducci	cbalducci@maclaw.com
Christian Balducci	cbalducci@maclaw.com

Don Springmeyer	d.springmeyer@kempjones.com
Chris Mixson	c.mixson@kempjones.com
Robert Dotson	rdotson@dhvnv.com
Nancy Hoy	nhoy@mcdonaldcarano.com
Thomas Duensing	tom@legaltnt.com
Thomas Duensing	tom@legaltnt.com
Steve King	kingmont@charter.net
Karen Peterson	kpeterson@allisonmackenzie.com
Wayne Klomp	wayne@greatbasinlawyer.com
Dylan Frehner	dfrehner@lincolncountynv.gov
Scott Lake	slake@biologicaldiversity.org
Wayne Klomp	wayne@greatbasinlaw.com
Hannah Winston	hwinston@rssblaw.com
Jane Susskind	jsusskind@mcdonaldcarano.com
Jane Susskind	jsusskind@mcdonaldcarano.com
Kellie Piet	kpiet@maclaw.com
Francis Flaherty	fflaherty@dyerlawrence.com
Courtney Droessler	cdroessler@kcnvlaw.com
Pamela McAfee	p.mcafee@kempjones.com
Casey Quinn	cquinn@ag.nv.gov
M Pizzariello	mpizzariello@ag.nv.gov
E Trotter	etrotter@ag.nv.gov
Carole Davis	cdavis@Mcdonaldcarano.com

Kelly Lee	klee@KCNVLaw.com
Justin Vance	jvance@dhvnv.com
J Beesley	jbeesley@ag.nv.gov
Jordan Cloward	jcloward@ag.nv.gov
Matthew Addison	maddison@mcdonaldcarano.com
Matthew Addison	maddison@mcdonaldcarano.com

If indicated below, a copy of the above mentioned filings were also served by mail via United States Postal Service, postage prepaid, to the parties listed below at their last known addresses on 5/27/2025

Severin Carlson	Kaempfer Crowell Renshaw Gronauer & Fiorention 510 W. Fourth St Carson City, NV, 89703

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

November 19, 2026

Subject:
Agreement

Petitioner:
Paul Johnson, Chief Financial Officer

Recommendations:
That the Board of Directors approve and authorize the General Manager to sign, in substantially the same form as attached hereto, a transmission Option Agreement between Sloan Canyon Solar, LLC, and the Authority, including a Solar Facility Interconnection and Power Exchange Agreement, the form of which is included as Exhibit B of the Option Agreement.

Fiscal Impact:
If the above recommendation is approved, the Authority will receive from Sloan Canyon Solar, LLC, $125,000 per year over the two-year option period or until they exercise the option, and if the option is exercised by Sloan Canyon Solar, LLC, $1,440,000 per year during the 25 to 35-year term of the Solar Facility Interconnection and Power Exchange Agreement.

Background:
On April 15, 2021, the Board of Directors approved a Solar Energy Power Purchase Agreement (PPA) between Boulder Flats Solar, LLC (Boulder Flats) and the Authority for the Authority to purchase 113 megawatts (MW) of the solar power produced from Phase 1 of the Boulder Flats Solar project, which requires the Authority to build a 10-mile, 230-kilovolt (kV) transmission line and switchyard extension (Transmission Line) to interconnect with the existing River Mountains transmission system. Construction of the Transmission Line is scheduled to be completed by the end of 2026. Boulder Flats is also developing Phase 2 of the Boulder Flats solar project and is selling 75 MW of the solar power produced from Phase 2 to another entity.

Boulder Flats is in the process of assigning all responsibilities and assets from the Phase 1 PPA to a new project entity, Sloan Canyon Solar, LLC (Sloan Canyon). As a result, the Authority believes it is prudent to enter into an option agreement with Sloan Canyon at this time.

If approved, the attached Option Agreement provides the terms and conditions to reserve 75 MW of surplus transmission capacity on the Authority's transmission system for a two-year period during which Sloan Canyon may exercise the option by giving notice to the Authority and by signing the Solar Facility Interconnection and Power Exchange Agreement (IPEA). The IPEA will give Sloan Canyon the ability to utilize the Authority's transmission system to exchange the output of their Phase 2 solar project from the project site to the Mead 230-kV substation for sale to another entity for a term of service not less than 25 years from the commercial operation date of the Phase 2 solar project plus two possible renewal terms of five years each.

This agreement is being entered into pursuant to NRS 332.115.1 and Section 6(f) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the agreement.

JJE:PJ:SPK:BO:cc
Attachments: Disclosure Form, Agreement, Exhibits

AGENDA ITEM # **15**

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:	Sloan Canyon Solar, LLC
Doing Business As:	
Street Address:	1805 29th Street Suite 2050
City, State, and Zip Code	Boulder, CO 80301
Website:	Scout Clean Energy
Contact Name:	Hannah Alford
Contact Email:	halford@scoutcleanenergy.com
Telephone No:	(508) 816-6377
Fax No:	

Nevada Local Business Information (if applicable)

Local Street Address:	112 North Curry Street 89703
Local Website:	
Local Contact Name:	Hannah Alford
Local Contact Email:	halford@scoutcleanenergy.com
Telephone No:	1 (800) 987-4680
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):

Subsidiary Company Sloan Canyon Solar, LLC is a wholly owned subsidiary company of Scout Solar DevCo, its immediate parent. Scout Solar Devco is owned by Scout Solar Holdco (99%) and Scout DevCo Blocker (1%), whose immediate parent and 100% owner is Scout BorrowCo LLC, which is ultimately owned by Scout Clean Energy LLC (100%).

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/Employee 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, principals, or employees 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:	Hannah Alford
Signer Title:	Manager
Signer Email:	halford@scoutcleanenergy.com
Signed Date:	10/29/2026
E-signed Acknowledgement:	Yes

LVVWD/SNWA/SSEA Review

This section to be completed and signed by the LVVWD/SNWA/SSEA Authorized ***Department*** Representative.

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.

	Mingura, Nicholas	
Mingura, Nicholas	Renewable Energy Pgm Manager	10/29/2026
Signature	Print Name/Title	Date

OPTION AGREEMENT

THIS OPTION AGREEMENT (this "Agreement") is made and entered between Sloan Canyon Solar, LLC, a Delaware limited liability company with a principal place of business of c/o Scout Clean Energy, LLC, 1805 29th Street, Suite 2050, Boulder, CO 80301 ("Contractor") and the Southern Nevada Water Authority, a political subdivision of the State of Nevada, with a principal place of business of Energy Management Department, M/S 115, 100 City Parkway, Suite 700, Las Vegas, Nevada 89106 ("SNWA") (SNWA and Contractor, individually, a "Party" and collectively, the "Parties"). The effective date of this Agreement is the date of the last signature below ("Effective Date").

RECITALS

WHEREAS, SNWA is the beneficial owner of a non-integrated, looped local network system comprised of 230 kV substations, overhead lines and an associated communication network originating from the Mead 230 kV substation and connecting to the Eastside and Newport substations, and located within the proximate vicinity of SNWA's loads, known as the "River Mountains System";

WHEREAS, the River Mountains System is currently located and operating in the balancing authority area ("BAA") of the United States Department of Energy, Western Area Power Administration ("WAPA") Lower Colorado system ("WALC"), and subject to certain tariffs, business practices and other requirements established by WAPA-WALC, as amended from time to time;

WHEREAS, Contractor and third parties are developing and have developed solar electric generating facilities that are interconnected to SNWA's River Mountains System and such parties have separate construction, interconnection, transmission, power sales and/or power exchange agreements with SNWA in conjunction with those facilities which give those parties certain use rights with respect to River Mountains System, including but not limited to certain new transmission and electric distribution facility upgrades in the Boulder Flats area of Boulder City, Nevada;

WHEREAS, Contractor is developing a new photovoltaic solar facility of seventy-five (75) MW$_{AC}$, a substation and all necessary related and ancillary facilities, with an expected Commercial Operations Date of December 1, 2028, in Clark County, Nevada in the Boulder Flats area of Boulder City, Nevada and interconnected to the River Mountains System (the "Project");

WHEREAS, SNWA is developing and installing facilities and equipment (including the approximately ten (10) mile distribution line from the Point of Delivery to the River Mountains System, as well as a new switching station joining the distribution line with the River Mountains System), after the Point of Delivery interconnecting the Project with the River Mountains System ("Interconnection Facilities"); and

WHEREAS, Contractor wishes to purchase from SNWA, and SNWA wishes to sell to Contractor, an exclusive long-term option to obtain firm capacity and energy delivery of up to 75 MW of capacity on the River Mountains System, to deliver solar output, from the Project Point of Delivery to the terminus of SNWA facilities at the WAPA Mead 230 kV Substation for a term of service not less than twenty-five (25) years from the Commercial Operation Date of the Project plus two possible renewal terms of five (5) years each (the "Optioned Capacity"), subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

AGREEMENT

1. Transmission Capacity Option. Subject to the terms of this Agreement and as consideration for the Option Fee, SNWA grants to Contractor the exclusive option to purchase the Optioned Capacity (the "Transmission Option") during the period commencing on the Effective Date and expiring on the last day of the second (2nd) Contract Year thereafter (the "Option Term"). Each Contract Year means a period of twelve (12) consecutive months with the first Contract Year beginning on the Effective Date and the subsequent Contract Year commencing on the anniversary of the Effective Date. To exercise the Transmission Option, Contractor shall submit to SNWA a written notice of intent ("Notice of Intent") and execute a Solar Facility Interconnection and Power Exchange Agreement in substantially the form attached hereto as Exhibit B (the "IPEA"). The Transmission Option may be exercised by Contractor delivering to SNWA the Notice of Intent no later than thirty (30) days prior to the expiration of the Option Term ("Option Exercise Expiration Date"). Failure by Contractor to provide a valid Notice of Intent to SNWA by the Option Exercise Expiration Date shall allow SNWA to terminate the Transmission Option and this Agreement, effective immediately, at no additional cost to Contractor or obligation to SNWA. Thereafter SNWA may use or dispose of Optioned Capacity in any manner it deems appropriate and without further obligation to Contractor.

2. Execution of the IPEA

   Within fifteen (15) days following receipt by SNWA of a Notice of Intent, SNWA shall provide to Contractor an executable version of the IPEA. Absent mutual agreement of the Parties, the form of the IPEA may only be modified to reflect dates and for updates to the notice provisions and signatories. The Parties shall thereafter simultaneously execute the IPEA within thirty (30) days of receipt from SNWA, or such later date necessary to accommodate authorization by each Parties' respective governing board, with the date of such execution establishing the effective date for the purposes of the IPEA or otherwise mutually agreed by the Parties. Notwithstanding the foregoing, Contractor's right to the Optioned Capacity shall attach and adhere to Contractor on the date that Contractor provides written Notice of Intent to exercise of the Transmission Option, as provided for in Section 1 above.

3. Transmission Option Fee.

    a. To maintain the Transmission Option, Contractor shall pay to SNWA an option payment of $125,000 per Contract Year for each Contract Year during the Option Term (the "Option Fee"). The Option Fee for the first Contract Year will be due and payable in full within ten (10) Business Days of the Effective Date. The Option Fee for the second Contract Year thereafter will be due and payable in full no less than twenty (20) days prior to the first day of such Contract Year.

    b. SNWA shall electronically invoice Contractor for the Option Fee by no later than fifteen (15) days before such Option Fee becomes due. Contractor shall remit payment to SNWA of the Option Fee by the applicable due date. Failure by Contractor to pay the Option Fee in accordance with this Section 3 shall constitute a material breach and allow SNWA to terminate this Agreement pursuant to Section 7(b) at no additional cost to Contractor or obligation to SNWA.

4. Option Fee Credit. If Contractor exercises the Transmission Option and commences service under the IPEA, SNWA shall apply all Option Fees paid by Contractor under this Agreement as a credit against amounts due under the IPEA, until fully utilized.

5. WAPA Requirements. Contractor has communicated with WAPA regarding this new interconnection for potential impacts to WAPA's system and has coordinated with WAPA on study inputs and outputs necessary for WAPA to determine any system impacts or constraints, and WAPA has made a final determination that the Interconnection Facilities when energized possess the necessary equipment and conditions for integration to the River Mountains System. Costs for any additional facilities not contemplated by WAPA in its original study associated with Contractor's interconnection, but required by either WAPA or any other entity that will serve as the BAA for the Project, shall be the sole responsibility of Contractor and shall be addressed in a subsequent bilateral agreement as such are not addressed herein.

6. Conditions Precedent; Limitation on Ability to Exercise Transmission Option. Contractor may not exercise its Transmission Option under this Agreement if SNWA is precluded from providing the services contemplated herein due to (i) a change in law that makes SNWA's performance hereunder impossible or illegal, (ii) a Force Majeure Event, until such Force Majeure Event ends in accordance with Section 31 of this Agreement, or (iii) if SNWA's performance is prohibited by material and applicable regulatory requirements outside the control of SNWA, including any decision by a BAA. Nothing in this Section 6 is intended to limit either Party's rights under any other agreement between the Parties.

7. Term and Termination. The term of this Agreement (the "Term") shall commence on the Effective Date and terminate upon the earlier to occur of the execution of the IPEA in accordance with Section 2 above or the expiration of the Option Term. The Agreement may also be terminated:

a) by mutual written agreement of the Parties;

b) by the non-breaching Party by providing written notice to the breaching Party, if such Party is not then in material breach and the other Party has materially breached this Agreement and such breach is continuing for more than thirty (30) days after the breaching Party receives written notice from the other Party detailing such claimed breach;

c) by either SNWA or Contractor by providing written notice to the other Party, if the other Party: (i) admits in writing its inability to pay its debts generally as they become due; (ii) files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any State, district or territory thereof; (iii) consents to the appointment of a receiver of the whole or any substantial part of its assets; or (iv) has a petition in bankruptcy filed against it, and such petition is not dismissed within one hundred eighty (180) days after the filing thereof. Any termination set out above shall be confirmed in a written notice; or

d) as otherwise provided in this Agreement, including as provided in Section 1 and Section 31.

Subject to the limitation of damages set out in Section 9, the events described in Sections 7(b) and 7(c) shall be deemed defaults of this Agreement (each an "Event of Default"). The non-defaulting Party shall have the right to exercise one or more of the following remedies if an Event of Default has occurred and is continuing: (a) to terminate this Agreement early by providing written notice to the other Party with such notice of termination effective between fifteen (15) and thirty (30) days after notice thereof as specified by the non-defaulting Party in its notice of termination, and (b) to exercise such remedies as are available at law or in equity, including the right to specific performance, injunctive relief and the right to seek damages arising out of the Event of Default.

8. Limitation of Damages. UNDER NO CIRCUMSTANCE SHALL EITHER PARTY OR THEIR RESPECTIVE AFFILIATES, DIRECTORS, ALTERNATE DIRECTORS, MEMBERS, OFFICERS, EMPLOYEES AND AGENTS, OR ANY OF THEM, BE LIABLE TO THE OTHER PARTY, WHETHER IN TORT, CONTRACT OR OTHERWISE FOR ANY SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF BUSINESS, LOSS OF INCOME OR LOSS OF REPUTATION. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESLY HEREIN PROVIDED, THE PARTIES' LIABILITY HEREUNDER SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES AND ALL OTHER DAMAGES ARE EXCLUDED WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. THE PARTIES RECOGNIZE THAT, AS A GOVERNMENTAL ENTITY, SNWA'S

LIABILITY MAY BE LIMITED BY LAW, INCLUDING, WITHOUT LIMITATION, NRS CHAPTER 41.

9. Representations and Warranties of Contractor. Contractor represents and warrants that it is a limited liability company duly organized, validly existing and in good standing under the laws of the state of Delaware. Contractor represents and warrants that it is licensed and qualified to do business in the State of Nevada and each jurisdiction where the failure to so qualify would have a material adverse effect on its business or financial condition or ability to perform under this Agreement, and it has all requisite power and authority to conduct its business, own its properties, and execute, deliver, and perform its obligations under this Agreement. The obligations of Contractor under this Agreement are valid and binding obligations of Contractor, enforceable against Contractor by the SNWA, subject to customary exceptions for applicable law, public policy, and bankruptcy.

10. Representations and Warranties of SNWA. SNWA represents and warrants that it is a political subdivision of the state of Nevada, and it has all requisite power and authority to conduct its business, own its properties, and execute, deliver, and perform its obligations under this Agreement. The obligations of SNWA under this Agreement are valid and binding obligations of SNWA, enforceable against the SNWA by the Contractor, subject to customary exceptions for applicable law, public policy, bankruptcy, and any other exception that may apply, for example, due to the SNWA's status as a governmental entity. To the best knowledge of SNWA, all required governmental approvals necessary for SNWA's execution, delivery and performance of this Agreement, have been duly obtained and are in full force and effect. Further, SNWA represents that, upon completion of the Interconnection Facilities and energization of the Project, SNWA will own and have all necessary rights to the Optioned Capacity on its River Mountains System.

11. Rules of Construction. The capitalized terms listed in this Agreement shall have the meanings set forth herein whenever the terms are capitalized in this Agreement, whether in the singular or the plural or in the present or past tense. Other capitalized terms used in this Agreement but not specifically defined herein shall have meanings as commonly used in the English language and, where applicable, in prudent industry practices. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings. In addition, the following rules of interpretation shall apply:

    a) The masculine shall include the feminine and neuter;

    b) References to "Articles," "Paragraphs," "Sections," "Exhibits" or "Schedules" shall be to articles, paragraphs, sections, exhibits or schedules of this Agreement;

    c) The exhibits and schedules attached hereto are incorporated in (as if fully set forth herein) and are intended to be a part of this Agreement; provided, that, except as provided in Section 29 hereof, in the event of a conflict between the terms of any

Exhibit or Schedule and the terms of this Agreement, the terms of this Agreement shall take precedence;

d) The Parties shall act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement (a) where this Agreement requires the consent, approval, or similar action by a Party, such consent or approval shall not be unreasonably withheld, conditioned or delayed, and (b) wherever this Agreement gives a Party a right to determine, require, specify or take similar action with respect to a matter, such determination, requirement, specification or similar action shall be reasonable; and

e) Use of the words "include" or "including" or similar words shall be interpreted as "including but not limited to" or "including, without limitation."

12. Relationship of the Parties. This Agreement shall not be interpreted to create an association, joint venture, or partnership between the Parties nor to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, the other Party.

13. 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.

14. Prohibition Against Interest by Government Employees.

a) No officer, employee, or member of the governing body of SNWA shall (i) 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 interested, directly or indirectly, or (ii) have any interest, direct or indirect, in this Agreement or the proceeds thereof.

b) Contractor 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.

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 Data. Each Party shall be responsible for the completeness and accuracy of all data and information provided to the other Party and shall correct, at its sole expense, all errors or omissions therein. All costs necessary to correct those errors are attributable to the correcting Party, and any direct damages incurred by the other Party as a result of additional costs or delays caused by such errors, shall be the exclusive responsibility of the correcting Party. For the avoidance of doubt, neither Party represents or warrants to the accuracy of data or information that is inherently prone to inaccuracy.

16. Indemnification. Each Party ("Indemnifying Party") shall indemnify, hold harmless, and defend the other Party, its Affiliates, their respective Board of Directors and its officers, agents, employees, contractors ("Indemnified Parties"), against any and all losses, claims, costs, damages, actions, proceedings, and liability arising out of, resulting from, or in any way connected or incidental to the Indemnifying Party's breach of this Agreement, provided, however, that the Indemnified Parties shall be liable for their own gross negligence, willful misconduct, and bad faith acts or omissions. This indemnification includes, but is not limited to, 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 the Indemnified Party, its agents, or other third parties. The Indemnified Parties may assume, at their sole option, control of the defense, appeal or settlement of any third-party claim for which the Indemnifying Party has indemnified the Indemnified Parties by giving written notice of the assumption to the Indemnifying Party. The Indemnified Parties may not settle or compromise any claim or consent to the entry of any judgment regarding claims for which the Indemnifying Party has indemnified the Indemnified Parties without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed. The indemnification provided by the Indemnifying Party to the Indemnified Parties applies to all insurance policies of the Indemnifying Party, whether primary, excess or umbrella coverage is provided to the Indemnifying Party.

17. Confidentiality and Release of Information. Through the terms of this Agreement, a Party may furnish the other Party with information that the disclosing Party has independently determined to be confidential under Nevada law. "Confidential Information" means confidential and proprietary information of the disclosing Party that is disclosed to the other Party, whether written or oral and is marked "Confidential" or "Confidential Information". Confidential Information shall not include information that: (1) is now or subsequently becomes generally available to the public through no fault or breach of the receiving Party; (2) the receiving Party can demonstrate to have had rightfully in its possession without a confidentiality obligation prior to disclosure by Contractor; (3) is independently developed by the receiving Party without the use of any Confidential Information; or (4) information which becomes available to the receiving Party on a nonconfidential basis from a person other than the disclosing Party or its representative who is not otherwise bound by a confidentiality agreement with the disclosing Party or its agent or is otherwise not under any obligation to the disclosing Party or its agent not to disclose the information to the other Party.

Except as explicitly permitted or directed by the disclosing Party, and except as required by the Nevada Public Records Act as described below, the receiving Party shall not, during the term of this Agreement or anytime thereafter, divulge, furnish or make accessible to anyone or use in any way (except as required by federal or state law or under subpoena) any disclosing Party Confidential Information which it has acquired or become acquainted with. All files, records, documents, specifications, information, letters, notes and similar items relating to the business of disclosing Party, whether prepared by the disclosing Party or otherwise coming into its possession, and whether Confidential Information or otherwise, shall remain the exclusive property of the disclosing Party.

SNWA and Contractor recognize SNWA's duties under the Nevada Public Records Act and do not, by this Agreement, intend to alter SNWA's duties thereunder or to require SNWA to do, or refrain from doing, anything contrary to the Nevada Public Records Act. SNWA's Office of General Counsel shall be permitted to make an independent determination as to whether any document or record marked "Confidential" or "Confidential Information" is confidential or is a public record, pursuant to the Nevada Public Records Act. If SNWA's Office of General Counsel determines that any document or record supplied by Contractor and marked "confidential" is determined to be a public record, SNWA may disclose that document or record to the extent required by the Nevada Public Records Act with prior notice to Contractor. Upon receipt of any request for Confidential Information, this Agreement, or any part thereof, SNWA will promptly forward the request to Contractor and work with Contractor in good faith to coordinate a response to the request and minimize the extent of the disclosure of information considered confidential by the Nevada Public Records Act to the extent requested by Contractor and permitted by the Nevada Public Records Act.

Notwithstanding the foregoing, Contractor and Contractor's engineer's, contractor's, or other vendor's use of SNWA information is governed by the Data Privacy and Security Policy terms set forth in Exhibit C to this Agreement.

18. Records. Each Party shall retain financial and other records related to this Agreement for six (6) years after the completion or termination of this Agreement and shall make available to the other Party for inspection, all books, records, documents, and other evidence directly pertinent to performance under this Agreement upon reasonable notice.

19. Assignment. Except (i) to an Affiliated Company that owns and controls the Project or has a contract with the Affiliated Company that owns and controls the Project, or (ii) in connection with any debt or equity financing or the refinancing of the Project or Contractor including in connection with any financing documents or for the purpose of a financial closing with respect to the Project, Contractor may not assign or transfer its interest in this Agreement without the prior written consent of SNWA, which shall not be unreasonably withheld. SNWA must be informed by written notice of a Permitted Assignment within thirty (30) days of such assignment. As used in this Agreement, "Affiliated Company" means, with respect to Contractor, any other entity directly or indirectly controlling, controlled by, or under common control with Contractor, or any acquirer of all, or

substantially all, of the assets, membership, or ownership interests in Contractor. For purposes of defining "Affiliated Company", "control", "controlled by", and "under common control with" means the power to direct or cause the direction of the management and policies of an entity by ownership of at least fifty percent (50%) of the controlling entity's voting securities. The terms, covenants, and provisions of this Agreement shall extend to and be binding upon Contractor and SNWA and their respective assigns and successors in interest. Except for an Affiliated Company, if Contractor assigns or transfers without prior written approval, the assignment or transfer shall be void, and not merely voidable.

20. Severability. In the event any of the terms, covenants, or conditions of this Agreement, its Exhibits or Schedules, or the application of any such terms, covenants, or conditions, shall be held invalid, illegal, or unenforceable by any court or administrative body having jurisdiction, all other terms, covenants, and conditions of this Agreement and their application not adversely affected thereby shall remain in force and effect; provided, however, that Buyer and Seller shall negotiate in good faith to attempt to implement an equitable adjustment in the provisions of this Agreement with a view toward effecting the purposes of this Agreement by replacing the provision that is held invalid, illegal, or unenforceable with a valid provision the economic effect of which comes as close as possible to that of the provision that has been found to be invalid, illegal or unenforceable.

21. Applicable Law. The interpretation and performance of this Agreement and each of its provisions shall be governed and construed in accordance with the laws of the State of Nevada notwithstanding its conflict of laws rules or any principles that would trigger the application of any other law.

22. Venue. With respect to any disputes arising out of or related to this Agreement, the Parties consent to the exclusive jurisdiction of, and venue in, the state or federal courts located in Clark County, Nevada.

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

24. 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.

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

26. 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.

27. 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.

28. Notices. Any and all notices, demands or requests required or appropriate under this Agreement (including invoices) shall be given in writing and signed by a person with authorization to bind the noticing Party, 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 Contractor:

Sloan Canyon Solar, LLC
1805 29th Street, Suite 2050
Boulder, CO 80301
Attention: Cedric Ireland, General Counsel
Phone: 720-750-8095
Email: legal@scoutcleanenergy.com
CC: Commercial@scoutcleanenergy.com

For Invoices:

Sloan Canyon Solar, LLC
1805 29th Street, Suite 2050
Boulder, CO 80301
Attention: Sarah Atiqi - Vice President, Corporate Finance
Email: accountingteam@scoutcleanenergy.com

To SNWA:

Attention: Scott Krantz, Director - Energy Management
100 City Parkway, Suite 700
Las Vegas, Nevada 89106
Scott.Krantz@snwa.com

With copy to (excluding invoices):

SNWA
Attention: General Counsel
1001 S. Valley View Blvd.
Las Vegas, Nevada 89153
generalcounsel@snwa.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.

29. Complete Agreement; Amendment and Rate Changes. The terms and provisions contained in this Agreement constitute the entire agreement between Parties and shall supersede all previous communications, representations, or agreements, either oral or written. 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.

    The terms and conditions and the rates for service specified in this Agreement shall remain in effect for the term of the transaction described herein. Absent the Parties' written agreement, this Agreement shall not be subject to change by application of either Party pursuant to the Federal Power Act or additional or successor statutory provision. To the extent all or any part of this Agreement is subject to regulation by the Federal Energy Regulatory Commission ("FERC") or any other regulatory body, the standard of review for any changes proposed by any Party to the Agreement shall be the "public interest" standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Serv. Corp*., 350 U.S. 332 (1956) and *Federal Power Comm'n v. Sierra Pacific Power Co*., 350 U.S. 348 (1956) (the "*Mobile-Sierra* doctrine"), as clarified in *Morgan Stanley Capital Group, Inc. v. Pub. Util. Dist. No. 1 of Snohomish County, Washington*, 128 S. Ct. 2733 (2008), and refined in *NRG Power Mktg. v. Maine Pub. Utils. Comm'n*, 130 S. Ct. 693 (2010). Any changes proposed by FERC or any other regulatory body acting *sua sponte* or by a non-party shall be the most stringent standard available under Law.

30. Survival. Subject to the limitations and other provisions of this Agreement, the obligations contained in the Paragraphs entitled "Limitation of Damages", "Indemnification", "Confidentiality and Release of Information", "Applicable Law", and "Venue" 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.

31. Force Majeure. A Force Majeure Event is defined as an act beyond the affected Party's reasonable control, including: (a) acts of God; (b) flood, hail, 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 under this Agreement, site restrictions for elevated security risks; and (e) industry-wide strikes with a direct impact on this Agreement. Either Party's economic hardship and changes in market conditions are not considered Force Majeure Events.

    Both the SNWA and the Contractor have evaluated the effects of COVID-19 on this Agreement. The SNWA and the Contractor 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.

    Where a Party is prevented from performing under the Agreement due to a Force Majeure Event ("Impacted Party"), the Parties shall agree to an extension of time in an amount equal to the time lost due to such delay and the agreed upon extension shall be the Contractor's sole and exclusive remedy for such delay. SNWA shall provide a revised schedule for performance.

    The Party suffering a Force Majeure Event shall give notice within 5 Business Days of becoming aware 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. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

    For any Force Majeure Event that prohibits either Party from performing under this Agreement and which Force Majeure Event lasts more than one hundred eighty (180) days either Party may terminate this Agreement.

32. Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement.

33. Electronic Signature. 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.

34. Additional Contractor Affirmations Regarding Ownership and Financial Interest.

Contractor affirms that:

A. No individuals holding more than five percent ownership or financial interest in the Contractor and none of the Contractor's principals have a relationship with any employee or official of the SNWA 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).

B. No employee or official of the SNWA has any ownership or financial interest in the Contractor exceeding five percent.

C. No employee or official of the SNWA has any involvement with the negotiation of this Agreement on behalf of the Contractor or involvement in the day-to-day activities of the Contractor.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year last entered below.

Sloan Canyon Solar, LLC

By: _____

Name: _____

Title: _____

Date: _____

Southern Nevada Water Authority

By: _____

Name: John J. Entsminger

Title: General Manager

Date: _____

Approved as to Form:

By: _____

Name: Gregory J. Walch

Title: General Counsel

Date: 10/29/2026

EXHIBIT A

[Intentionally Left Blank]

EXHIBIT B

SNWA Form of Solar Facility System Interconnection and Power Exchange Agreement IPEA

Sloan Canyon Solar, LLC

[Attached]

Exhibit B to the Option Agreement

Form of Solar Facility Interconnection and Power Exchange Agreement

Final

SOLAR FACILITY INTERCONNECTION AND POWER EXCHANGE AGREEMENT

BETWEEN

SLOAN CANYON SOLAR, LLC

("SLOAN CANYON" OR "CONTRACTOR")

AND

SOUTHERN NEVADA WATER AUTHORITY

("SNWA")

_____, 2026

TABLE OF CONTENTS

PAGE

Article 1 - Definitions and Rules of Interpretation 2

1.1 Rules of Construction 2
1.2 Interpretation of Arrangements for Utility Supply to the Project. 3
1.3 Definitions 3

Article 2 - Term, Renewal and Termination 14

2.1 Term 14
2.2 Renewal Term Option 15
2.3 Survival of Termination 15

Article 3 - Project and Interconnection Provider's Interconnection Facilities Description 15

3.1 Summary Description 15
3.2 General Design of the Project 15
3.3 Transmission Capacity Reservation and Demonstrated Capacity Adjustment 16
3.4 Interconnection Provider's Interconnection Facilities 16

Article 4 - Construction of Interconnection Facilities; Cooperation ... 16

4.1 Construction of Interconnection Facilities 16
4.2 Test Energy 17
4.3 Cooperation 17

Article 5 - Delivery, Power Exchange and Metering 17

5.1 Delivery and Power Exchange Arrangements 17
5.2 Availability Reporting 19
5.3 Electric Metering Devices 19

Article 6 - Reserved 20

Article 7 - Scheduling and Outages 21

7.1 No Transfer of Title; No Transfer of Other Benefits or Credits 21
7.2 Scheduling 21
7.3 Forced Outages 22
7.4 Interruptions or Curtailment of the Operation or Availability of the River Mountains System. 23

Article 8 - Payment Calculations 23

8.1 Exchange Fee; Monthly Exchange Payment; Test Energy; Commencement Date. 23
8.2 Unauthorized Use of the River Mountains System. 25

8.3 Intentionally Left Blank. 25
8.4 Payment Support Requirement 25
8.5 Survival on Termination 25

Article 9 - Billing and Payment Procedures 26

9.1 Statements and Payment of Exchange Fees. 26
9.2 Miscellaneous Invoices and Payments 26
9.3 Currency and Method of Payment 27
9.4 Default Interest 27
9.5 Disputed Items 27
9.6 Statement Errors 27
9.7 Taxes 28
9.8 Set-Off and Payment Adjustments 29
9.9 Survival on Termination 29

Article 10 - Operations and Maintenance 29

10.1 Construction Period 29
10.2 Commissioning Tests 29
10.3 Maintenance of the Project 30
10.4 Coordination of Scheduled Maintenance 30
10.5 Operating Procedures 31
10.6 Access to and Inspection of Project 31

Article 11 - Security 32

11.1 Contractor's Security. 32
11.2 Effect of Security 32

Article 12 - Default and Remedies 32

12.1 Events of Default 32
12.2 Damages Prior to Termination 33
12.3 Termination 33
12.4 Disputes. 34
12.5 Intentionally left blank. 35
12.6 Remedies Cumulative 35
12.7 Waiver and Exclusion of Other Damages 35
12.8 Payment of Amounts Due 36
12.9 Duty to Mitigate 36
12.10 Non-Recourse 36

Article 13 - Contract Administration and Notices 36

13.1 Notices in Writing 36
13.2 Records 37

Article 14 - Force Majeure 38

14.1 Definition of Force Majeure Event 38
14.2 Effect of Force Majeure Event 38

14.3 Notification Obligations 39
14.4 Duty to Use Best Efforts 39
14.5 Force Majeure Percentage 39

Article 15 - Representations, Warranties and Covenants 39

15.1 Contractor Representations, Warranties, and Covenants 39
15.2 Contractor's Representations, Warranties, and Covenants 40
15.3 SNWA's Representations, Warranties, and Covenants 41

Article 16 - Insurance 42

16.1 Evidence of Insurance 42
16.2 Term and Modification of Insurance 43
16.3 Endorsements and Other Requirements 43

Article 17 - Indemnity 43

17.1 Facilities and Systems Indemnification 43
17.2 Indemnification for Fines and Penalties 44
17.3 Notice of Proceedings 44
17.4 Defense of Claims 44
17.5 Subrogation 45

Article 18 - Legal and Regulatory Compliance 46

18.1 Applicable Laws 46
18.2 Governmental Approvals 46
18.3 Compliance Indemnification 46
18.4 Change in Applicable Law 46
18.5 NERC Compliance 46

Article 19 - Assignment and Other Transfer Restrictions 47

19.1 No Assignment Without Consent 47
19.2 Permitted Assignments 47

Article 20 - Miscellaneous 48

20.1 Waiver 48
20.2 Rate Changes 48
20.3 Disclaimer of Third-Party Beneficiary Rights 49
20.4 Relationship of the Parties 49
20.5 Survival of Obligations 49
20.6 Severability 49
20.7 Complete Agreement; Amendments 49
20.8 Binding Effect 50
20.9 Headings 50
20.10 Counterparts 50
20.11 Governing Law 50
20.12 Confidentiality and Release of Information 50
20.13 Data Privacy and Security 52

20.14 Press Releases and Media Contact 54
20.15 Forward Contract and Service Contract 54
20.16 Contractor Affirmations Regarding Ownership and Financial Interest 55

Exhibit A Notice Addresses

Exhibit B Insurance Coverages

Exhibit C Interconnection Terms

Exhibit D Single Line Diagram

Exhibit E Exchange Fee Cap

Exhibit F Interconnection Provider's Interconnection Facility Milestones

Exhibit G Form of Arbitration Agreement

SOLAR FACILITY
INTERCONNECTION AND
POWER EXCHANGE AGREEMENT
BETWEEN
SLOAN CANYON SOLAR, LLC
AND
SOUTHERN NEVADA WATER AUTHORITY

This Solar Facility Interconnection and Power Exchange Agreement (this "Agreement") is made as of [_____], [___] ("Effective Date") by and between (i) **Sloan Canyon Solar, LLC** ("Contractor"), a Delaware limited liability company with a principal place of business at _____, and (ii) the **Southern Nevada Water Authority** ("SNWA"), a political subdivision of the State of Nevada with a principal place of business of Energy Management Department, M/S 115, 100 City Parkway, Suite 700, Las Vegas, Nevada 89106. Contractor and SNWA are hereinafter referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, SNWA is the beneficial owner and user of a non-integrated, looped local network system comprised of 230 kV substations, overhead lines and an associated communication network originating from the Mead 230 kV substation and connecting to the Eastside and Newport substations, and located within the proximate vicinity to SNWA loads, known as the "River Mountains System";

WHEREAS, the River Mountains System is currently located and operating in the balancing authority area ("BAA") of the United States Department of Energy, Western Area Power Administration ("WAPA") Lower Colorado system ("WALC"), and subject to certain tariffs, business practices and other requirements established by WAPA-WALC, as amended from time to time;

WHEREAS, Contractor and third parties are developing and have developed solar electric generating facilities that are interconnected to SNWA's River Mountains System, and such parties have separate construction, interconnection, transmission, power sales and/or power exchange agreements with SNWA in conjunction with those facilities, which give those parties certain use rights with respect to River Mountains System, including but not limited to certain new transmission and electric distribution facility upgrades in the Boulder Flats area of Boulder City, Nevada;

WHEREAS, Contractor is developing a new [photovoltaic solar facility of seventy-five (75) MW$_{AC}$, a substation and all necessary related and ancillary facilities, with an expected commercial operation date of December 1, 2028 ("Expected Commercial Operation Date"), in Clark County, Nevada in the Boulder Flats area of Boulder City, Nevada and interconnected to the River Mountains System (the "Project");

WHEREAS, on [_____], the Parties entered into an Option Agreement with respect to the Project ("Option Agreement"), pursuant to which Contractor purchased from SNWA an exclusive long-term option, subject to the conditions set forth therein, for unidirectional firm capacity and energy delivery of 75 MW_{AC} (as may be modified by Section 3.3) on the River Mountains System, to deliver solar output between the Project's Point of Delivery and the terminus of SNWA facilities at the WAPA Mead 230 kV Substation, for a term of service not less than twenty-five (25) years from the Commercial Operation Date of the Project plus two possible renewal terms of five (5) years each (the "Optioned Capacity");

WHEREAS, upon energization of the Interconnection Facilities, SNWA has determined that the Project may be interconnected with the River Mountains System and operated in a safe and reliable manner; and

WHEREAS, Contractor has met its commitments and obligations under the Option Agreement, including the submission to SNWA of a compliant Notice of Intent, and the Parties now desire to exercise and memorialize exclusive delivery of the Optioned Capacity for the benefit of the Project;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

Article 1 - Definitions and Rules of Interpretation

1.1 Rules of Construction. The capitalized terms listed in this Article shall have the meanings set forth herein whenever the terms appear in this Agreement, whether in the singular or the plural or in the present or past tense. Other terms used in this Agreement but not listed in this Article shall have meanings as commonly used in the English language and, where applicable, in Prudent Industry Practices. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings. In addition, the following rules of interpretation shall apply:

(A) The masculine shall include the feminine and neuter.

(B) References to "Articles," "Sections," "Exhibits" or "Schedules" shall be to articles, sections, exhibits or schedules of this Agreement.

(C) The Exhibits and Schedules attached hereto are incorporated in (as if fully set forth herein) and are intended to be a part of this Agreement; provided, that, except as set forth in Section 20.7 hereof, in the event of a conflict between the terms of any Exhibit or Schedule and the terms of this Agreement, the terms of this Agreement shall take precedence.

(D) This Agreement was negotiated and prepared by both Parties with the advice and participation of counsel. The Parties have agreed to the wording of this Agreement and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part hereof.

(E) The Parties shall act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement, (a) where this Agreement requires the consent, approval, or similar action by a Party, such consent or approval shall not be unreasonably withheld, conditioned or delayed, and (b) wherever this Agreement gives a Party a right to determine, require, specify or take similar action with respect to a matter, such determination, requirement, specification or similar action shall be reasonable.

(F) Use of the words "include" or "including", or similar words shall be interpreted as "including but not limited to" or "including, without limitation."

1.2 Interpretation of Arrangements for Utility Supply to the Project. This Agreement does not provide for the supply of retail electric power to the Project ("House Energy"). Contractor's arrangements for the supply of House Energy to the Project shall be separate and free-standing arrangements. For purposes of this Agreement, the provider of House Energy shall be deemed to be a separate entity and separate contracting party. Notwithstanding any other provision in this Agreement, nothing in Contractor's arrangements for the supply of House Energy to the Project shall alter or modify Contractor's or SNWA's rights, duties or obligations under this Agreement.

1.3 Definitions. The following terms shall have the meanings set forth herein:

"Affected System" means an electric system interconnected to the River Mountains System that may be affected by the proposed interconnection, including facilities operated by the WAPA WALC Balancing Authority Area or any successor operator thereto.

"Affiliate" means, with respect to any Person, each Person that directly or indirectly controls or is controlled by or is under common control with such Person. For the purposes of this definition, "control" (including the terms "controls", "under the control of", "controlled by", and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management of the policies of such Person, whether through ownership interest, by contract or otherwise.

"Agreement" has the meaning assigned to it in the Recitals, including the Exhibits and Schedules attached hereto and incorporated in Section 1.1, as the same may be amended from time to time in accordance with the provisions hereto.

“Ancillary Services” means operating reserves, regulation and automatic generator control, reactive supply, voltage control, frequency response, and other electrical or electrical reliability products associated with electrical generation, capacity and energy that the applicable electric generating facility is capable of providing are not required for operation of such facility itself.

"Applicable Law" means all applicable laws, statutes, treaties, codes, ordinances, regulations, certificates, orders, licenses and permits of any Governmental Authority, now in effect or hereafter enacted, amendments to any of the foregoing, interpretations of any of the foregoing by a Governmental Authority having jurisdiction, and all applicable judicial, administrative, arbitration and regulatory decrees, judgments, injunctions, writs, orders, awards or like actions (including those relating to human health, safety, the natural environment or otherwise).

“Arbitration Agreement” has the meaning set forth in Section 12.4.1.

“Arbitration Chairman” has the meaning set forth in Section 12.4.3.1.

“Authority Members” has the meaning set forth in Section 20.13.

“Balancing Authority Area” or “BAA” has the meaning assigned to it by NERC in its “Glossary of Terms Used in NERC Reliability Standards,” as it may be amended from time to time.

“Bankruptcy Code” means the United Stated Bankruptcy Code, 11 U.S.C. § 101, *et seq*, as amended from time to time.

“Business Day” means any calendar Day that is not a Saturday, a Sunday, or a NERC, state and/or federal recognized holiday where banks are permitted or authorized to close in Nevada.

“Change in Applicable Law” means the enactment, adoption, promulgation, implementation, repeal or issuance of, or a new or changed interpretation of, any Applicable Law that takes effect after the Effective Date, including Applicable Laws regarding Renewable Energy Benefits, Taxes, import or export tariffs, reliability, renewable energy requirements or the generation and sale of electricity.

“Code” means the U.S. Internal Revenue Code of 1986, including applicable rules and regulations promulgated thereunder, as amended from time to time.

“Commencement Date” has the meaning assigned to it in Section 8.1(C).

“Commencement Deadline” means the date that is no later than forty-five (45) days after the Expected Commercial Operation Date, and subject to extension as provided in Section 8.1(D) herein.

“Commencement Notice” has the meaning assigned to it in Section 8.1(C).

"Commercial Operation" means operation of the Project beginning on the Commercial Operation Date and continuing through the Term of this Agreement.

"Commercial Operation Date" or "COD" means the date on which (i) the Demonstrated Capacity is determined to be 75 MW_{AC} (as may be modified by Section 3.3) of Solar Energy Output at the Point of Delivery; (ii) Contractor determines, in its sole discretion, that the Project is ready to operate under the terms of this Agreement; and (iii) Contractor provides to SNWA written notice stating that the Commercial Operation Date has been achieved for purposes of this Agreement.

"Commissioning" or "Commissioned" means, with respect to any Unit, the period commencing when such Unit has begun Testing and ending when such Unit has completed all Commissioning Tests and is ready to commence delivery of Solar Energy Output, provided, however, that for certain tax and other corporate purposes, in accordance with Applicable Law, Commissioning shall be deemed to occur when any measurable amount of Solar Energy Output is first generated at the Project and delivered and exchanged with SNWA consistent with the provisions of this Agreement.

"Commissioning Test(s)" has the meaning assigned to it in Section 10.2.

"Confidential Information" has the meaning assigned to it in Section 20.12(D).

"Contractor" has the meaning assigned to it in the Recitals.

"Contractor's Interconnection Facilities" means the equipment between the single collection point for the A/C wiring from the output of the Project Inverters and the Point of Delivery as well as all transmission or distribution facilities required to access the Interconnection Provider's Interconnection Facilities at the Point of Delivery, along with any easements, rights of way, surface use agreements and other interests or rights in real estate reasonably necessary for the construction, operation and maintenance of such facilities. Contractor's Interconnection Facilities may be utilized by other generating capacity which utilizes the Interconnection Provider's Interconnection Facilities, as long as (i) production from the Project and any other generating capacity is separately metered or is otherwise separated and (ii) any curtailment expressly directed by the Interconnection Provider or Electric System Authority to separate generating capacity will be absorbed by such separate facility and where not expressly directed to the Project or the separate facility will be allocated to each project on a pro rata basis based on the respective capacity of each facility. The Parties will mutually agree upon a metering methodology prior to the in-service date of any generating capacity sharing use of the Contractor's Interconnection Facilities.

"Day" means a period beginning at 12:00 a.m. PPT on any Day and ending at 11:59 p.m. PPT on such Day.

"Default Rate" has the meaning assigned to it in Section 9.4 hereof.

"Demonstrated Capacity" means the Project's actual net generating nameplate capacity rating, measured in $MW_{AC.}$ The Demonstrated Capacity shall be the lower of (i) the aggregate nameplate capacity of all Inverters within the Project and (ii) the capacity determined pursuant to the Commissioning Tests.

"Disclosing Party" has the meaning assigned to it in Section 20.12(A).

"Disputing Party" has the meaning assigned to it in Section 9.5 hereof.

"Dollars" means the lawful currency of the United States of America.

"Effective Date" has the meaning assigned to it in the preamble of this Agreement.

"Electric Metering Device(s)" means any of the physical or electronic metering devices, data processing equipment and apparatus associated with the meters owned by Contractor, or its designee, required for (a) accurate determination of the quantities of Output from the Project and for recording other related parameters required for the reporting of data to Contractor, and (b) the computation of the invoices from SNWA and associated payment due to SNWA from Contractor. Electric Metering Devices do not include any check meters Contractor or other representatives of Contractor may elect to install as contemplated by Section 5.3(c).

"Electric System Authority" means each of NERC, WECC, any applicable balancing authority area, market operator, regional transmission organization, reliability council, reliability coordinator, or authority, and any other similar council, corporation, organization, or body of recognized standing with respect to the operations of the electric system in the WECC region but shall not include the Interconnection Provider.

"Electric System Authority Requirements" shall mean the requirements adopted by an Electric System Authority, including any exhibits or attachments referenced therein, that contain the scheduling, operating, planning, reliability and settlement policies, rules, guidelines, procedures, standards (including the Reliability Standards) and criteria of the Electric System Authority.

"Emergency Condition" means a condition or situation that presents an imminent physical threat of danger to life, health or property, or is imminently likely, in the reasonable opinion of the Interconnection Provider and as determined on a non-discriminatory basis, to cause a material adverse effect on the security of or damage to the Interconnection Provider's System.

"EPC Contract" means the engineering, procurement and construction contract(s) or other similar documents entered into by Contractor for the engineering, procurement and construction of the Project.

"Event of Default" has the meaning set forth in Article 12.

"Exchange Energy" has the meaning set forth in Section 5.1(C).

"Exchange Fee" has the meaning set forth in Section 8.1(A).

"Exchange Fee Cap" means the maximum Exchange Fee Contractor shall be obligated to pay to SNWA for each Year of service throughout the Exchange Term as set forth in Exhibit E to this Agreement.

"Exchange Point" means the terminus of the SNWA facilities at the WAPA Mead 230kV Substation.

"Exchange Term" means the period beginning on the Commencement Date and ending at the end of the Term.

"Expected Commercial Operation Date" has the meaning assigned to it in the preamble of this Agreement.

"Facility Information" has the meaning set forth in Section 20.13.

"FERC" means the Federal Energy Regulatory Commission or any successor agency.

"Financial Credit Support" has the meaning assigned to it in Section 11.1.

"Financing Documents" means the loan and credit agreements, notes, bonds, indentures, sale-leaseback agreements, guarantees, security agreements, lease financing agreements, partnership and limited liability company operating agreements, mortgages, deeds of trust, interest rate exchanges, swap agreements and other documents relating to the development, bridge, construction and/or permanent debt and/or equity financing (including the monetization of Tax Credits and accelerated depreciation by equity investment, issuance of cash in lieu of Tax Credits and/or sale-leaseback agreements) for the Project, including any credit enhancement, credit support, working capital financing, or refinancing documents, and any and all amendments, modifications, or supplements to the foregoing that may be entered into from time to time at the discretion of Contractor or its Affiliates in connection with development, construction, ownership, leasing, operation or maintenance of the Project.

"Financing Parties" means the Persons (including any trustee or agent on behalf of such Persons) providing financing or refinancing to or on behalf of Contractor or its Affiliates, whether debt or equity, or a combination thereof, for the design, development, construction, Testing, Commissioning, operation and maintenance of the Project (whether limited recourse, or with or without recourse).

"First Renewal Term" has the meaning assigned to it in Section 2.2.

"Force Majeure" and "Force Majeure Event" have the meaning set forth in Section 14.1.

"Force Majeure Percentage" means an amount calculated on a monthly basis equal to (Total hours of Force Majeure claimed by SNWA during such Month)/(Total hours during such Month).

"Force Majeure Adjustment Amount" means an amount equal to [(Force Majeure Percentage) x (Exchange Fee x Demonstrated Capacity)].

"Forced Outage" means any condition at the Project that causes a reduction of, or cessation in the delivery of, or inability to deliver, Output or Exchange Energy that is not the result of (i) a Scheduled Maintenance Outage, (ii) a Force Majeure Event, (iii) an Emergency Condition, (iv) changes in solar availability due to changes in weather and ambient conditions.

"Forward Contract" means a contract for the purchase, sale, or transfer of a commodity or any similar good, article, service, right or interest which is presently or in the future becomes the subject of dealing in the forward contract trade, or a product or byproduct thereof, including electric power or energy, with a maturity date more than two days after the date the contract is entered into, consistent with the definition set forth in the Bankruptcy Code and subject to the applicable safe harbor provisions relating to "forward contracts" in the Bankruptcy Code.

"Forward Contract Merchant" means an entity the business of which consists in whole or in part of entering into forward contracts as or with merchants in a commodity or any similar good, article, service, right or interest which is presently or in the future becomes the subject of dealing in the forward contract trade, including electric power or energy, consistent with the definition set forth in the Bankruptcy Code and subject to the applicable safe harbor provisions relating to "forward contracts" in the Bankruptcy Code.

"Gen-Tie Construction" has the meaning assigned to it in Section 4.1.

"Gen-Tie Deadline" has the meaning assigned to it in Section 4.1.

"Governmental Approval" means any authorization, consent, permission, approval, license, ruling, permit, exemption, variance, order, judgment, instruction, condition, direction, directive, decree, declaration of or regulation by any Governmental Authority relating to the construction, development, ownership, occupation, start-up, Testing, wholesale sales, reliability compliance, operation or maintenance of the Project, or the execution, delivery of or performance under this Agreement and recovery of the related costs. Governmental Approval shall also mean, where and as applicable and the context so dictates, any requirements, authorization, consent, permission, approval, license, ruling, permit, exemption, variance, order, judgment, instruction, condition, direction, directive, decree, declaration of or regulation with regard to any Renewable Energy Benefits or requirements.

"Governmental Authority" means any federal, state, local or municipal governmental body; any governmental, quasi-governmental, regulatory or administrative

agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power; or any court or governmental tribunal, including NERC, NVTREC, the RRO and any successor agencies.

“House Energy” has the meaning assigned to it in Section 10.7.

“Initial Term” means the period beginning on the Effective Date and ending on the twenty fifth (25th) year anniversary of the commencement of the Exchange Term.

“Interconnection Facilities” means Interconnection Provider’s Interconnection Facilities and Contractor’s Interconnection Facilities.

"Interconnection Provider" means the SNWA or its designated representative that operates or maintains the River Mountains System.

“Interconnection Provider’s Interconnection Facilities” means the facilities and equipment installed by the Interconnection Provider (including the approximately ten (10) mile distribution line from the Point of Delivery to the River Mountains System, as well as a new switching station joining the distribution line with the River Mountains System), after the Point of Delivery interconnecting the Project with the River Mountains System, as shown in Exhibit D.

“Interconnection Provider’s Interconnection Facilities Site” means the parcel(s) of real property on which the Interconnection Provider's Interconnection Facilities will be located, including any easements, rights of way, surface use agreements and other interests or rights in real estate reasonably necessary for the construction, operation and maintenance of the Interconnection Provider's Interconnection Facilities.

“Interconnection Provider’s System" means Interconnection Provider’s Interconnection Facilities and the River Mountains System.

“Interconnection Terms” means the requirements for interconnection of the Project to Interconnection Provider’s Interconnection Facilities set forth in Exhibit C.

“Inverter” means an inverter installed or to be installed, as applicable, as part of the Project.

“ITC” means (a) the energy tax credit pursuant to Section 48 of the Code or the clean electricity investment credit pursuant to Section 48E of the Code, as applicable, and (b) any other U.S. federal tax credits based on the cost of equipment that produces Solar Energy Output.

”kW" means one or more kilowatts of electricity, as the context requires.

“Month” means a calendar month.

"Monthly Billing Period" means the period during any Month in which either Test Energy or Output has been generated or supplied by the Project and delivered to SNWA the Point of Delivery, whether or not occurring prior to or subsequent to the Commercial Operation Date.

"Monthly Exchange Payment" has the meaning set forth in Section 8.1(A).

"MW" means megawatt or one thousand kW.

"MW_{AC}" means megawatt alternating current.

"NERC" means the North American Electric Reliability Corporation or any successor organization.

"Nevada Public Records Act" means NRS § 239.001 to § 239.341, inclusive, and as may be amended or succeeded.

"Non-Scheduled Maintenance Period" had the meaning assigned to it in Section 10.4(A).

"Notice of Intent" has the meaning assigned to it in the Option Agreement.

"NVTREC" means the Nevada Tracks Renewable Energy Credits system, or its successor.

"O&M Records" has the meaning assigned to it in Section 13.2(A).

"Option Agreement" has the meaning assigned to it in the Recitals.

"Output" means the Solar Energy Output.

"Pacific Prevailing Time" or "PPT" means the time in effect in the Pacific Time Zone of the United States of America, whether Pacific Standard Time or Pacific Daylight Saving Time.

"Party-Appointed Arbitrators" has the meaning set forth in Section 12.4.3.1.

"PEC Administrator" means the Person appointed by the PUCN to administer the system of portfolio energy credits established pursuant to the Portfolio Standard (NRS § 704.7821).

"Permitted SNWA Maintenance" shall mean SNWA maintenance on the Interconnection Provider's System that is not an Unpermitted SNWA Maintenance.

"Person" means any natural person, corporation, limited liability company, general partnership, limited partnership, proprietorship, other business organization, trust, union, association or Governmental Authority.

"Point of Delivery" means the 230 kV bushings at the transformer at the substation at the Project, which is the electric system point at which Contractor makes available to SNWA and delivers to SNWA the Output being provided by Contractor to SNWA for exchange under this Agreement, and the physical point at which electrical interconnection is made with Interconnection Provider's Interconnection Facilities.

"Portfolio Energy Credit" or "PEC" means a unit of credit which equals one kWh of electricity generated, acquired or saved by a portfolio energy system or efficiency measure or as calculated by the PUCN operations staff and certified by the PEC Administrator pursuant to the Renewable Energy Law (or by a successor Governmental Authority pursuant to a successor law if the Renewable Energy Law is replaced, superseded or preempted by another law or regulatory regime tasked with enforcement of renewable energy quotas by utility providers in Nevada), and certified by NVTREC (or WREGIS, with the mutual consent of the Parties).

"Production Tax Credit" or "PTC" means the production tax credit applicable to electricity produced from certain renewable resources pursuant to (a) 26 U.S.C. §45 or §45Y (as amended from time-to-time) as published by the U.S. Internal Revenue Service for the then relevant time period and (b) any other U.S. federal tax credits based on Solar Energy Output.

"Project" means Contractor's solar electric generating project and Contractor's Interconnection Facilities interconnected to Interconnection Provider's Interconnection Facilities.

"Project Equipment" means any modules, trackers, onboard sensor, control component, Inverter, transformer, collector equipment, interconnection equipment comprising Contractor's Interconnection Facilities, Electric Metering Devices, communication device, safety equipment, cable, structure (including towers, containers, and racking), or any other equipment, or any of their components, subcomponents or materials, procured by Contractor in the development and construction phase and incorporated into the Project prior to the Commercial Operation Date.

"Projected Schedule" means the projected timeframe for delivery of a specific quantity of Output by Contractor to SNWA at the Point of Delivery during the Exchange Term of this Agreement.

"Prudent Industry Practices" means those practices, methods, equipment, specifications and standards of safety and performance, as the same may change from time to time, as are commonly used by operators of utility electric generation stations of a type and size similar to those constituting the Project and the River Mountains System (or if the context refers to interconnection facilities, interconnection facilities of a type and size similar to the Interconnection Facilities), which, in the exercise of reasonable judgment in light of the facts known at the time the decision is made, could have been expected to accomplish the desired result at a reasonable cost, consistent with good, safe, and prudent engineering practices in connection with the operation, maintenance,

repair, and use of equipment and facilities and commensurate standards of safety, performance, dependability, efficiency, and economy that conform to all material operation and maintenance standards recommended by the Project's equipment suppliers and manufacturers, SNWA or its agents with respect to the River Mountains System, and Applicable Law. Prudent Industry Practices are not intended to be limited to the optimum practice or method to the exclusion of others, but rather to be a spectrum of possible but reasonable practices and methods.

"PUCN" means the Public Utilities Commission of Nevada and any successor entity thereto.

"Record Retention Period" shall mean six (6) years after the termination of this Agreement, or such other period as may be required by Applicable Law.

"Reliability Standards" has the meaning assigned to it by NERC in its "Glossary of Terms Used in NERC Reliability Standards," as it may be amended from time to time.

"Renewable Energy Benefits" means any and all renewable and environmental attributes, emissions reductions, credits, offsets, allowances reporting rights and benefits, howsoever entitled, associated with the production of the Solar Energy Output and includes all Portfolio Energy Credits and Renewable Energy Benefits Reporting Rights. Renewable Energy Benefits exclude and do not include ITCs, PTCs, or any Tax Credits, or other tax incentives existing now or in the future associated with the construction, ownership or operation of the Project.

"Renewable Energy Benefits Reporting Rights" means the exclusive right of a purchaser of Renewable Energy Benefits to report exclusive ownership of Renewable Energy Benefits in compliance with federal or state law, if applicable, and to federal or state agencies or other parties at such purchaser's discretion, and include reporting under Section I 605(b) of the Energy Policy Act of 1992, under regulations of the Environmental Protection Agency under Clean Air Act Amendments Section 111 (d), and under any present or future domestic, international, or foreign emissions trading program or renewable portfolio standard.

"Renewable Energy Law" means an act of the Nevada Legislature relating to energy and requiring certain providers of electric service to comply with the portfolio standard for renewable energy, and providing for other matters relating thereto, including those codified as NRS § 704.7801 to § 704.7828, inclusive, and the rules of NVTREC, and the regulations, guidance and other requirements promulgated thereunder, in each case as such laws, regulations, guidance and requirements may be amended, preempted or superseded.

"Renewal Term" has the meaning assigned to it in Section 2.2.

"River Mountains System" has the meaning assigned to it in the Recitals.

"RRO" means the regional reliability organization designated by NERC for the geographic area in which the Project operates.

"Scheduled Maintenance Outage(s)" means a time or times during which the Project, the River Mountains System or Interconnection Facilities are shut down or output is reduced to undergo scheduled maintenance in accordance with this Agreement, or as otherwise agreed by Contractor and the SNWA.

"Scheduling Entity" means Contractor's scheduling coordinator, licensed and qualified to act as Contractor's scheduling and balancing service provider.

"Second Renewal Term" has the meaning assigned to it in Section 2.2.

"Security Breach" has the meaning set forth in Section 20.13.

"Site" means the parcel of real property on which the Project will be located, including any easements, rights of way, surface use agreements and other interests or rights in real estate reasonably necessary for the construction, operation and maintenance of the Project. The Site is more specifically described in the Project Site Lease.

"SNWA" is defined in the preamble of this Agreement and includes such Person's permitted successors and assigns.

"SNWA-Caused Delay" has the meaning set forth in Section 8.1(D).

"Solar Energy Output" means the unit contingent electric energy generated in MWh from the Project using solar electric generation technologies delivered at 230 kV voltage to the Point of Delivery as measured by the Electric Metering Devices installed pursuant to Section 5.3, net of energy used by the Project. Solar Energy Output shall be of a power quality of 60 cycle, three-phase alternating current that is compliant with the Interconnection Agreement.

"System Control Center" or "SCC" means SNWA's representative(s) or designee(s) responsible for dispatch of generating units and scheduling energy and capacity from the Project.

"Tax Credits" means ITC and PTC, and any successor or other provision providing for a federal, state or local tax credit, cash grant, tax exemption, depreciation, tax attribute or benefit or similar program determined by reference to ownership of renewable energy production facilities, renewable electric energy produced from Solar Energy or amounts invested in renewable energy generating facilities.

"Taxes" means all taxes, fees, levies, licenses or charges imposed by any Governmental Authority, other than taxes, levies, licenses or charges based upon net income or net worth.

"Term" means, collectively, the Initial Term plus the First Renewal Term and Second Renewal Term, if any.

"Test" or "Testing" means those tests, evaluations and measurements of the Project's output capability that are undertaken in connection with the Commissioning of the Project pursuant to Section 10.2 of this Agreement, which shall include such tests as are consistent with Prudent Industry Practices and that are required by the Financing Documents, applicable permits and the EPC Contract.

"Test Energy" means the Output that is generated by the Project prior to the Commercial Operation Date, delivered at the Point of Delivery pursuant to Section 10.2(C).

"Test Period" means the period of time during which Test Energy is delivered at the Point of Delivery pursuant to Section 10.2(C).

"Total Output" shall mean the sum of Solar Energy Output at any given point in time during the Term.

"Transmission Loss Factor" means one percent (1.0%).

"Transmission Option" has the meaning assigned to it in the Recitals.

"Unauthorized Use" has the meaning assigned to it in Section 8.2.

"Unpermitted SNWA Maintenance" shall mean SNWA maintenance on the Interconnection Provider's System that is not scheduled at least 48 hours prior to the date of such maintenance or that occurs during a Non-Scheduled Maintenance Period other than during an Emergency Condition.

"Unit" means any of the generator units forming a part of the Project.

"WAPA" means the Western Area Power Administration.

"WECC" means the Western Electricity Coordinating Council and any successor entity thereto.

"WREGIS" means the Western Renewable Energy Generation Information System.

"Year" means a calendar year.

Article 2 - Term, Renewal and Termination

2.1 Term. This Agreement shall become effective as of the Effective Date and shall remain in full force and effect, unless earlier terminated in accordance with the provisions of this Agreement, until the end of the Term.

2.2 Renewal Term Options. No later than twenty-four (24) calendar months prior to the expiration of the Initial Term, Contractor may by written notice to SNWA, request a renewal term period that shall extend this Agreement by five (5) additional years, (with such additional five (5) year period being the "First Renewal Term"). No later than twenty-four (24) calendar months prior to the expiration of the First Renewal Term, if any, Contractor may by written notice to SNWA, request an additional renewal term period that shall extend this Agreement by five (5) additional years (with the additional five (5) year period being the "Second Renewal Term"). Exchange pricing established in Section 8.1 and the applicable Transmission Loss Factor for the First Renewal Term and Second Renewal Term shall be subject to prevailing terms and conditions established by SNWA for service as of commencement of the First Renewal Term or Second Renewal Term, as applicable; provided such exchange pricing shall be subject to the Exchange Fee Cap as set forth in Exhibit E to this Agreement.

2.3 Survival of Termination. Applicable provisions of this Agreement shall continue in effect after termination, including early termination, to the extent necessary to enforce or complete the duties, obligations or responsibilities of the Parties arising prior to termination and, as applicable, to provide for: final billings and adjustments related to the period prior to termination, repayment of any money due and owing to either Party pursuant to this Agreement, repayment of principal and interest associated with security funds, and the indemnifications specified in this Agreement.

Article 3 - Project and Interconnection Provider's Interconnection Facilities Description

3.1 Summary Description. In accordance with the terms and conditions of this Agreement:

(A) Contractor shall construct, own, operate and maintain the Project and associated equipment having an aggregate maximum power output of approximately 75 MW_{AC}, subject to adjustment as provided in Section 3.3.

(B) SNWA shall construct, own and operate the Interconnection Provider's Interconnection Facilities.

3.2 General Design of the Project. Contractor shall construct the Project in accordance with Prudent Industry Practices and in compliance with the terms and conditions of the Interconnection Terms included as Exhibit C hereto. During Commercial Operation, Contractor shall operate and maintain the Project in accordance with Prudent Industry Practices and the Interconnection Terms. In addition to the requirements of the Interconnection Terms, the Project shall at all times:

(A) have the required panel space to accommodate metering, generator telemetering equipment and communications equipment;

(B) have remote monitoring facilities; and

(C) have suitable solar radiation meters necessary to characterize the solar resource and site ambient conditions including temperature, pressure and humidity.

3.3 Transmission Capacity Reservation and Demonstrated Capacity Adjustment.

(A) SNWA hereby conveys, grants, provides and delivers to Contractor all transmission capacity and access rights on and over the River Mountains System for firm capacity and energy delivery of 75 MW_{AC}, for delivery of Output, between the Project at its Point of Delivery and the Exchange Point for the Test Period and Exchange Term of this Agreement.

(B) Prior to the Commercial Operation Date and based on Commissioning Tests, Contractor may, on one occasion only, increase or decrease the Project capacity by providing SNWA with written notice of such adjustment, which shall become the Demonstrated Capacity; provided, however, that Contractor may not decrease the Demonstrated Capacity of the Project below 73 MW_{AC} or increase above 77 MW_{AC} without SNWA's prior written consent in its sole discretion. The capacity and access rights described in subsection 3.3(A), above, shall be adjusted to reflect the Demonstrated Capacity.

3.4 Interconnection Provider's Interconnection Facilities. SNWA shall construct the Interconnection Provider's Interconnection Facilities in accordance with Prudent Industry Practices and in compliance with the terms and conditions of the Interconnection Terms. During Commercial Operation, SNWA shall operate and maintain the Interconnection Provider's Interconnection Facilities in accordance with Prudent Industry Practices and in compliance with the terms and conditions of the Interconnection Terms.

Article 4 - Construction of Interconnection Facilities; Cooperation

4.1 Construction of Interconnection Facilities. Time is of the essence in the performance of SNWA's obligation to construct the Interconnection Provider's Interconnection Facilities and SNWA shall use commercially reasonable efforts to complete such facilities on or prior to the Gen-Tie Deadline shown in Exhibit F, as extended pursuant to the terms of this Section 4.1. SNWA must complete construction of the Interconnection Provider's Interconnection Facilities ("Gen-Tie Construction") by the date set forth in Exhibit F (the "Gen-Tie Deadline"). SNWA shall meet the Gen-Tie Deadline at the time indicated; provided, however that any failure to do so shall be extended, day-for-day, for each day of delay due to (i) a Force Majeure Event that has occurred and is continuing, (ii) any breach by Contractor of its obligations under this Agreement, (iii) a failure of Contractor to comply with Applicable Law, or (iv) as a result of Contractor's gross negligence or willful misconduct; in each case, to the extent that any of the foregoing actually and proximately prevents the SNWA from performing its obligation to complete the Interconnection Provider's Interconnection Facilities as required by this Agreement. If the Gen-Tie Construction is not completed on or before the

date specified in Exhibit F, and if SNWA (i) informs Contractor of a revised projected date for the occurrence or completion of such milestone, and any estimated impact on the timing of completion of the Interconnection Provider's Interconnection Facilities, (ii) provides Contractor with a description of the reasons behind the failure to meet the original milestone deadline and whether remedial actions are necessary or appropriate, and (iii) continues to seek attainment of the milestone using diligent efforts, then no failure of SNWA to achieve such milestone on or before a scheduled date shall constitute an Event of Default. Subject to extension as specifically provided for herein, the Interconnection Provider's Interconnection Facilities shall be completed no later than the Gen-Tie Deadline shown in Exhibit F.

4.2 Test Energy. Contractor shall coordinate the production and delivery of Test Energy from Project with SNWA, including providing SNWA with prior notice of delivery and schedule for Test Energy deliveries as SNWA may reasonably request. SNWA shall cooperate with Contractor to facilitate Testing of the Project. For the avoidance of doubt, this Agreement conveys no transfer of Test Energy and associated Renewable Energy Benefits from Contractor to SNWA and Test Energy and associated Renewable Energy Benefits from the Project in effect on the date of this Agreement or arising hereafter shall accrue solely to the benefit of Contractor.

4.3 Cooperation. Contractor and SNWA shall create a development committee with one representative from each Party. The initial representative of each Party shall be the same as for the operating committee established pursuant to Section 10.1, and each Party may change designation of its development committee representative, or designate an alternative representative, by written notice to the other Party at any time. Following the Effective Date, such development committee shall meet (remotely or in-person, as chosen by the Parties in their discretion) on a monthly basis. The development committee shall discuss progress on the milestones set forth in this Agreement and such other topics relating to the prospective achievement of Commercial Operation with respect to the Project and completion of the Interconnection Provider's Interconnection Facilities.

Article 5 - Delivery, Power Exchange and Metering

5.1 Delivery and Power Exchange Arrangements.

(A) Output Delivery. As further specified in Sections 7.1 and 7.2, Contractor shall be responsible for all interconnection and transmission or distribution arrangements and costs required to deliver the Output from the Project to SNWA at the Point of Delivery. Beginning on the Commercial Operation Date, Contractor shall generate Solar Energy Output from the Project, as appropriate, and deliver to the Point of Delivery all Output produced by the Project. Contractor shall bear no responsibility with respect to the Output between the Point of Delivery and the Exchange Point.

(B) [Reserved]

(C) SNWA Power Exchange. In each hour that Contractor makes a delivery pursuant to Section 5.1(A) at the Point of Delivery, SNWA shall exchange an amount of power and energy equal to the delivery or receipt made by Contractor, reduced by the applicable Transmission Loss Factor ("Exchange Energy"). For the avoidance of doubt, Exchange Energy shall be the Output from the Project delivered by Contractor to SNWA at the Point of Delivery without substitution of energy from any other resource. SNWA will both receive and deliver the Output from the Project to the Exchange Point. Exchange Energy shall include any and all Renewable Energy Benefits corresponding with deliveries made by Contractor in accordance with Section 5.1(A) above. Title related to the Exchange Energy and Renewable Energy Benefits shall remain with Contractor throughout the exchange, and Contractor shall indemnify SNWA associated with all costs associated with the recordation or Contractor's subsequent sale or use of Renewable Energy Benefits. Except as provided herein, SNWA shall be responsible for all arrangements, upgrades and costs or charges, if any, required for or imposed in connection with the delivery of Exchange Energy between the Exchange Point and the Point of Delivery including transmission and distribution costs and transmission and distribution line losses and third party transmission imbalance charges or penalties; provided, however,

(i) Contractor shall be responsible for a *pro rata* portion of any costs, including but not limited to energy imbalance costs, imposed by an Electric System Authority to SNWA that are determined to apply to all transmission load only if Contractor's, its contractors' or its Affiliates' actions or inactions (but only if such contractor(s) or Affiliate(s) is not otherwise required to pay SNWA for such costs under any other agreement) directly resulted in such costs being incurred by SNWA (e.g., WAPA, as balancing authority area, invoices SNWA for unaccounted for energy in the energy imbalance market);

(ii) Contractor shall be responsible for any costs imposed by an Electric System Authority to SNWA that are determined to be the result of the Project failing to provide availability reports to SNWA's SCC as provided in Section 5.2, or producing Output in excess of the Demonstrated Capacity and resulting in an energy imbalance charge, other Ancillary Services charge, or penalty;

(iii) Contractor shall be responsible for any penalties imposed by an Electric System Authority for failure to comply with Electric System Authority Requirements that are applicable to Contractor, its contractors or its Affiliates and their operation of the Project (but only if such contractor(s) or Affiliate(s) is not otherwise required to pay SNWA for such penalties under any other agreement); and

(iv) Contractor shall be responsible for all costs incurred by SNWA, and shall indemnify SNWA with respect to third parties, as a result of damage

to transmission or distribution facilities based on a failure to operate the Project in accordance with the Interconnection Terms and Prudent Industry Practice.

(D) Access. Each Party shall provide the other Party access to lands controlled by the granting Party as described in Section 6 of the Interconnection Terms.

(E) Ancillary Services. Contractor shall be responsible for all Ancillary Services related to the operations of the Project.

5.2 Availability Reporting. Contractor shall be responsible for providing accurate and timely updates on the current availability of the Project to SNWA's SCC and any applicable Electric System Authority.

5.3 Electric Metering Devices.

(A) Contractor shall ensure that the Output sold and delivered pursuant to this Agreement shall be metered and accounted for separately from any other electric generation or storage facility that utilizes the same Point of Delivery, and accurately reflects the measure of Output from the Project before such energy is commingled with the energy from any such other generation source.

(B) The following provisions of this section shall govern Electric Metering Devices except to the extent the Interconnection Terms modify or otherwise conflict with these provisions, in which case, the Interconnection Terms shall govern.

(C) Contractor shall, at Contractor's cost, provide, install, own, operate and maintain Electric Metering Device(s) to be located at the points shown in Exhibit D to this Agreement, subject to adjustment, if applicable, pursuant to Section 4.5 of the Interconnection Terms. If more than one Electric Metering Device is installed, then data from all Electric Metering Device(s) shall be aggregated into one revenue Electric Metering Device. The metering system design shall be mutually agreed between SNWA and Contractor, each acting reasonably, prior to Commercial Operation of the Project. Any potential energy losses observed between the Electric Metering Device(s) and the Point of Delivery during testing prior to Commercial Operation shall be mutually addressed by both Parties. The Electric Metering Device(s) shall be used for quantity measurements under this Agreement. Such equipment shall be bi-directional and shall be capable of measuring and reading instantaneous and hourly real and reactive energy and capacity. Each Party shall have real-time electronic access to all data generated from the Electric Metering Device(s). Contractor or other representatives of Contractor, at their sole expense, may install additional check meters. Contractor or other representatives of Contractor shall not install any check-metering equipment on the Interconnection Provider's Interconnection Facilities or any part

of the River Mountains System. SNWA shall have access to all data generated by any check meter installed by Contractor and Contractor will use reasonable efforts to provide data from any check installed by other representatives of Contractor. Contractor and other representatives of Contractor shall not undertake any action that may interfere with the operation of the Electric Metering Device(s), and Contractor shall be liable for all costs, expense, and liability associated with any such interference with the Electric Metering Device(s).

(D) Electric Metering Devices for the Project and any installed check meter(s) by the Parties shall be tested and calibrated at least once every calendar year by Contractor at its sole expense. Either Party may request a special test of Electric Metering Device(s) or check meter(s) installed by either Party, and the Party requesting the special test shall bear the cost of such testing unless there is an inaccuracy outside the limits established in American National Standard Institute Code for Electricity Metering (ANSI C12.1, latest version), in which case Contractor shall bear the cost of the special testing. Electric Metering Device(s) and check meter(s) installed by the Parties pursuant to this Agreement shall be sealed and the seal broken only by Contractor when they are to be adjusted, inspected or tested. Authorized representatives of both Parties and their designated representatives, including other representatives of Contractor, as applicable, shall have the right to be present at all routine or special tests and to inspect any readings, testing, adjustment or calibration of the Electric Metering Device(s) or check meter(s). Contactor shall provide SNWA with at least fifteen (15) days prior notice of routine and special Electric Metering Device and check meter(s) testing by Contractor, and Contractor will use reasonable efforts to provide at least fifteen (15) days prior notice of routine and special testing of check meters installed by other representatives of Contractor.

(E) If the Electric Metering Devices are registering but their accuracy is outside the limits established in ANSI C12.1, upon discovery of such inaccuracy, Contractor shall promptly, but not more than ninety (90) days after such discovery, repair and recalibrate or replace the Electric Metering Device(s) at Contractor's cost. Thereafter, SNWA shall adjust invoices issued pursuant to Section 9.1 for the lesser of (a) the period in which the inaccuracy existed or (b) one hundred eighty (180) days. If the period in which the inaccuracy existed cannot be determined, the inaccuracy shall be deemed to have existed for the purposes of clause (a) above for a period equal to one-half of the elapsed time since the latest prior test and calibration of the Electric Metering Devices. If adjusted settlements are required, SNWA shall render a statement describing the adjustments to Contractor within thirty (30) days of the date on which the inaccuracy was rectified.

Article 6 - Reserved

Article 7 - Scheduling and Outages

7.1 No Transfer of Title; No Transfer of Other Benefits or Credits.

(A) As between the Parties, (i) Contractor shall be in control of, and have risk of loss for, the Output from the Project up to and until delivery and receipt at the Point of Delivery, (ii) SNWA shall be in control of, and have risk of loss for, such Output from and after delivery and receipt at the Point of Delivery and up to and until delivery and receipt at the Exchange Point, and (iii) Contractor shall be in control of, and have risk of loss for, the Exchange Energy from and after such delivery at the Exchange Point. Contractor shall retain title to the Output at all times.

(B) [Reserved].

(C) [Reserved].

(D) This Agreement conveys no transfer of title to Output or Renewable Energy Benefits from Contractor to SNWA and Output and Renewable Energy Benefits from the Project in effect on the date of this Agreement or arising hereafter shall accrue solely to the benefit of Contractor. Contractor shall bear all risks, financial and otherwise throughout the Term, as to Contractor's or the Project's eligibility to receive Renewable Energy Benefits. The obligations of the Parties hereunder shall be effective regardless of whether the exchange of Solar Energy Output from the Project is eligible for, or receives, Renewable Energy Benefits during the Term.

(E) This Agreement conveys no transfer of Tax Credits from Contractor to SNWA. Tax Credits in effect on the date of this Agreement or arising hereafter shall accrue solely to the benefit of Contractor. Contractor shall bear all risks, financial and otherwise throughout the Term, as to Contractor's or the Project's eligibility to receive Tax Credits, or to or qualify for accelerated depreciation for Contractor's accounting, reporting or tax purposes, on account of rules respecting the Project minimum interest in the Project's risks, the relationship between the Project and Contractor or otherwise. The obligations of the Parties hereunder shall be effective regardless of whether the sale of Output from the Project is eligible for, or receives, Tax Credits during the Term.

7.2 Scheduling.

(A) Scheduling shall be on a "must-take" basis, except for Forced Outages, Scheduled Maintenance Outages, Additional Maintenance Outages, Permitted SNWA Maintenance, Force Majeure Events and Emergency Conditions, in each case to the extent that the Output of the Project is reduced. At least thirty (30) Days prior to the anticipated Commercial Operation Date, Contractor shall provide SNWA with a good faith estimate of the hourly quantity Total Output that it expects to generate for the remainder of that Year. By October 1 of each

succeeding Year, Contractor shall provide SNWA with a good faith estimate of the hourly quantities of Solar Energy Output that Contractor expects to generate in the following Year (the "Projected Schedule").

(B) Contractor may elect, but shall not be obligated to, establish a pseudo tie with a BAA or make comparable arrangements with another BAA, transmission provider or third party to accommodate the exchange of the Output, and the Parties will work together to meet the scheduling requirements in accordance with Applicable Law and any Electric System Authority Requirements. Any charges, penalties, costs, fees or other amounts associated with such scheduling and requirements shall be for the account of Contractor.

(C) SNWA shall act as or appoint and maintain a Scheduling Entity, if required, with authority to schedule all transmission and associated Ancillary Services related to transactions contemplated between the Point of Delivery and the Exchange Point under this Agreement in accordance with Electric System Authority Requirements. After the Exchange Point, Contractor shall secure at its own expense, and at no cost to SNWA, transmission service and all Ancillary Services as may be required by the Electric System Authority during the Exchange Term of this Agreement.

(D) Any charges, penalties, costs, fees or other amounts associated with such scheduling and requirements shall be for the account of Contractor. To the extent that the Electric System Authority assesses any such charges, penalties, costs, fees or other amounts on an aggregate basis to all generation located on the River Mountains System, SNWA shall allocate Project's portion of such charges based on cost causation principles first, and if unavailable or undiscernible, on a *pro rata* basis (including taking into account the billing determinant of such charge, whether energy or capacity based) to all generation located on the River Mountains System.

(E) Each Party shall be entitled to indemnification pursuant to Article 17 of this Agreement for any amount assessed to the other Party under Sections 7.2 (D) through (F) of this Agreement, which is the obligation of the other Party.

7.3 Forced Outages. Contractor or Contractor's Scheduling Entity shall notify SNWA and SCC by telephone call (with confirmation in each case to follow by written notice or other form of documentation as agreed upon by both Parties) immediately upon discovering that the Project is unable to deliver all or part of any scheduled quantity of Output due to a Forced Outage and, as soon as reasonably practicable following such discovery, shall notify SNWA and SCC in writing of its best non-binding estimate of the expected duration of such Forced Outage. Such estimate by Contractor shall be based on the best information available to it at the time. Should Contractor expect any further changes in the duration of any such Forced Outage, it shall promptly notify SNWA and SCC of the same.

7.4 Interruptions or Curtailment of the Operation or Availability of the River Mountains System. While SNWA will make commercially reasonable efforts to ensure the highest reliability of the River Mountains System, SNWA cannot warrant or guarantee that the interconnection of the Project to the River Mountains System will be free of interruption or curtailment due to Force Majeure or Emergency Conditions, from occasional interruption or curtailments for the reasons set forth in Article 7 of the Interconnection Terms or by direction of an Electric System Authority. For any interruption or curtailment of the Project not expressly permitted according to the Interconnection Terms or directed by an Electric System Authority (e.g., SNWA Unpermitted Maintenance or consumption of Output from the Project for purposes other than the exchange transaction contemplated herein), SNWA shall, subject to Contractor's obligation pursuant to Section 12.9, reimburse Contractor for all costs and expenses incurred by Contractor associated with such curtailment, including for any lost revenue under third party sales agreement for any damages owed to third parties resulting from such unauthorized curtailment.

Article 8 - Payment Calculations

8.1 Exchange Fee; Monthly Exchange Payment; Test Energy; Commencement Date.

(A) During the Exchange Term, unless this Agreement has been terminated by Contractor as the non-defaulting Party pursuant to Section 12.3 of this Agreement, Contractor shall pay SNWA a monthly payment due and payable in each Monthly Billing Period in accordance with the invoicing procedures set forth in Section 9.1 in an amount equal to $1.60/kw-month, subject to any charges set out in Section 20.2(C) (the "Exchange Fee") multiplied by the Demonstrated Capacity, expressed in kW (the resulting amount shall be referred to as the "Monthly Exchange Payment"). The Exchange Fee shall be fixed through the date that is ten (10) years from the Commencement Date. Thereafter, the Exchange Fee shall be based on the prevailing rate established by SNWA subject to the annual Exchange Fee Cap as set forth in Exhibit E to this Agreement. The Monthly Exchange Payment for the first and last Month of the Exchange Term shall be subject to proration based on the portion of the Month for which the exchange was transacted. In addition, SNWA shall provide a credit to Contractor against the Monthly Exchange Payment by an amount equal to all amounts paid by Contractor under the Option Agreement until such time as all such credits have been exhausted. Any payment made by Contractor pursuant to Section 8.1(D) for deferral of the Commencement Date shall not be subject to crediting against the Monthly Exchange Payment. Interest on any payments due under this Agreement, charges imposed or caused by the Electric System Authority or changes to Applicable Law, as described in this Agreement, including but not limited to Sections 5.2(C), 7.2(B) through (D), 7.4, and 20.2(C), and any other obligations of Contractor to pay or indemnify SNWA set out in this Agreement are separate from and shall not be included in the determination or application of the Exchange Fee Cap.

(B) Test Energy. The Exchange shall apply to Test Energy and in connection therewith, Contractor will pay the Monthly Exchange Payment to SNWA calculated in accordance with Section 8.1(A) and the first and last Month of the Test Period shall be subject to proration based on the portion of the Month for which the Exchange was transacted.

(C) Commencement Date. Contractor shall commence delivering Output to the Point of Delivery for exchange under this Agreement not later than the Commencement Deadline. Subject to the foregoing, Contractor shall provide SNWA with a notice (the "Commencement Notice") indicating the date before the Commencement Deadline that Contractor will commence such deliveries (such date as set forth in the Commencement Notice, the "Commencement Date"). Contractor shall provide the Commencement Notice to SNWA not later than ten (10) days prior to the Commencement Date. If Contractor fails to commence delivering Output to the Point of Delivery for exchange by the Commencement Deadline, then SNWA shall provide notice to Contractor of such failure and if Contractor does not commence deliveries by the date that is fifteen (15) days after its receipt of such notice from SNWA, it shall constitute an Event of Default.

(D) Deferral of Commencement Deadline. To the extent that Contractor reasonably anticipates a delay to the Expected Commercial Operation Date for any reason whatsoever, Contractor may, as soon as practicable but no less than ten (10) days prior to the Expected Commercial Operation Date, give written notice to SNWA requesting a deferral of the Commencement Deadline. The written notice must specify Contractor's desired length of the deferral, which shall not exceed twelve (12) months, and must be accompanied by a non-refundable and non-creditable deferral fee equal to one (1) month of the Exchange Fee, as calculated pursuant to Section 8.1(A) for the designated deferral period ("Deferral Fee"). Notwithstanding the foregoing, the Commencement Deadline will be automatically extended if, on the Commencement Deadline, SNWA is in default under this Agreement or is unable to accept Output at the Point of Delivery and/or provide the Exchange Energy in accordance with Section 5.1(C) ("SNWA-Caused Delay"). In such case, the Commencement Deadline shall be extended until the date that is ten (10) days after Contractor's receipt of written notice that such SNWA-Caused Delay has been cured ("Extended Commencement Deadline"). If applicable, Contractor shall commence delivering Output to the Point of Delivery for exchange under this Agreement by the Extended Commencement Deadline unless: (1) it has provided a written notice of deferral of commencement specifying Contractor's desired length of the deferral, which shall not exceed twelve (12) months from its receipt of notice of SNWA's cure; and (2) paid the Deferral Fee. Upon issuance of the written notice and payment of the Deferral Fee, Contractor's obligation under Section 8.1(C) to commence delivering Output shall be extended by the amount of time requested by Contractor in its notice.

During a deferral period, the Parties shall provide each other with periodic notices and reasonably cooperate regarding the status of the Project and notice of any

change to the deferred Commencement Date. During any period that a deferral of the Commencement Deadline or Extended Commencement Deadline, as applicable, has been requested, and other than any period during which Contractor's obligation to commence delivering Output is deferred or extended pursuant to this Section 8.1(D), SNWA may utilize any capacity available from the River Mountains System that would otherwise accommodate Exchange Energy for its own or third party beneficial use(s) until no later than the end of such deferral or extension under this Section 8.1(D), and Contractor shall not be entitled to any credit or offset for such use(s).

8.2 Unauthorized Use of the River Mountains System. The Interconnection Terms and the injection of Solar Energy Output on the River Mountains System is expressly conditioned upon service not exceeding the Demonstrated Capacity of the Project in any time increment. In addition to the right to disconnect the Project from service, as set out in the Interconnection Terms, if Contractor attempts to exchange energy in a manner not authorized by this Agreement, including delivery under this Agreement in excess of the then-effective Demonstrated Capacity of the Project (an "Unauthorized Use"), SNWA may (i) assess Contractor a charge equal to three (3) times the Exchange Fee for each full kw increment in excess of the Demonstrated Capacity that is delivered to the Point of Delivery in the month in which Unauthorized Use occurred and for three (3) billing months thereafter, (ii) assess Contractor as a pass-through cost any charges or penalties assessed by a third party related to such Unauthorized Use, and (iii) require that Contractor pay for the installation of protective equipment so as to prevent the future occurrence of Unauthorized Use of the River Mountains System. SNWA shall be under no obligation to deliver Exchange Energy in excess of the Project's Demonstrated Capacity. Nothing in this Section 8.2 shall affect SNWA's legal rights, including but not limited to (i) the right to terminate this Agreement pursuant to Section 12.3 following the provision of notice as provided therein, and (ii) the right to curtail or interrupt service in accordance with Section 7.1 of the Interconnection Terms.

8.3 Intentionally Left Blank.

8.4 Payment Support Requirement. Neither Party shall initiate any action before any Governmental Authority to deny recovery of payments under this Agreement, and each Party shall use its best efforts to defend all terms and conditions of this Agreement consistent with Applicable Law.

8.5 Survival on Termination. The provisions of this Article 8 shall survive the repudiation, termination, or expiration of this Agreement for so long as may be necessary to give effect to any outstanding payment obligations of the Parties due and payable prior to any such repudiation, termination, or expiration.

Article 9 - Billing and Payment Procedures

9.1 Statements and Payment of Exchange Fees.

(A) The Parties shall each read the Electric Metering Devices at the Points of Interconnection at 11:59 p.m. PPT on the last Day of each Month, unless otherwise mutually agreed by the Parties.

(B) On or before the tenth (10^{th}) day of each Month following the Month in which the Commercial Operation Date occurs, SNWA shall prepare an invoice showing the Monthly Exchange Payment payable by Contractor pursuant to Section 8.1(A) of this Agreement for the preceding Month. In addition, on or before the tenth (10^{th}) day of each Month during the Test Period, SNWA shall prepare an invoice showing the Monthly Exchange Payment payable by Contractor pursuant to Section 8.1(B) of this Agreement for the preceding Month

(C) Payments for amounts billed under this Agreement shall be paid on the twentieth (20^{th}) day of the Month in which the invoice was received, or the tenth (10) day after receipt of the bill, whichever is later. Payment shall be made at the location designated by the Party to which payment is due. Payment shall be considered received when payment is received by the Party to which Payment is due at the location designated by that Party.

(D) Each Party shall, subject to Sections 9.5 and 9.8, pay all invoices on or before the due date therein specified. If either Party should dispute a portion of the charges set forth on any invoice, it shall nonetheless pay all amounts not in dispute by the applicable due date.

(E) If any date on which any payment by a Party would otherwise have been due is not a Business Day, then that Party shall make such payment on the Business Day that immediately follows such payment date.

(F) In the event an Electric Metering Device error, as specified in Section 5.3, is discovered that affects the amount of Output subject to the Exchange under this Agreement (such that SNWA over- or underdelivered Exchange Energy to Contractor), the Parties will meet and negotiate in good faith any adjustments to the invoice(s), as needed, to make the affected Party whole following the discovery of such metering discrepancy.

9.2 Miscellaneous Invoices and Payments. Any amounts due to either Contractor or SNWA under this Agreement, other than the Monthly Exchange Payment calculated in accordance with Section 8.1 and invoiced pursuant to Section 9.1, shall be paid within twenty (20) Days following receipt by the other Party of an itemized invoice from the Party to whom such amounts are due setting forth, in reasonable detail, the basis for such payment. If either Party is billed or credited for any charges, costs, fees, penalties, credits or other amounts properly payable by the other Party pursuant to the

terms of this Agreement, the Party receiving such invoice shall deliver such invoice to the other Party and such other Party shall pay such invoice by the later of the due date or twenty (20) days after receipt from the receiving Party. Invoices and payments pursuant to this Section 9.2 shall be subject to the dispute rights set out in Section 9.1(D) and as otherwise specified in this Agreement.

9.3 Currency and Method of Payment. Notwithstanding anything contained in this Agreement, all payments to be made by either Party under this Agreement shall be made in Dollars in immediately available cleared funds by electronic transfer into the relevant account specified in this Agreement or, if no account is specified, into the account designated by the receiving Party.

9.4 Default Interest. Except where payment is the subject of a bona fide Dispute (in which case it shall be treated under Section 9.5 below), if any payment due from SNWA to Contractor or from Contractor to SNWA under this Agreement is not paid when due, then, in addition to such unpaid amount, interest shall be due and payable thereon. Applicable interest shall be calculated at the prime rate as published in the Wall Street Journal on the first Business Day of each Month plus two percent (2%) (the "Default Rate"), as in effect from time to time and shall continue to accrue from the date on which such payment became overdue to and until the date such payment is made in full (both dates inclusive).

9.5 Disputed Items.

(A) Either Party (the "Disputing Party") may dispute in good faith the accuracy of a reading of the Electric Metering Devices and/or the accuracy of an invoice. Where a reading or bill is the subject of a dispute in good faith, the Disputing Party shall give written notice to the other Party within ten (10) Days after the delivery of the invoice or statement by the other Party, together with details of its reasons for such dispute. The Disputing Party shall make payment of any undisputed amounts to the other Party by the due date for payment specified in such invoice. Any amount or adjustment with respect to an Electric Metering Device reading subsequently agreed to by the Parties or determined to be due shall be made (in each case in settlement of a dispute) by a credit or additional charge on the next bill rendered (as the case may be).

(B) All amounts paid or refunded as a result of the settlement of a dispute shall be paid or refunded, as applicable, with interest thereon at the Default Rate from the Day on which such payment originally fell due or was paid to and until the date such payment is made or refunded in full (both dates inclusive).

9.6 Statement Errors. In the event that either Party becomes aware of any error in any statement within two (2) years of the date of a statement, such Party shall, upon discovery of the error, notify in writing the other Party of such error and shall rectify such error (whether such error was in the form of an underpayment or overpayment) within thirty (30) Days of such notification. Provided that the other Party is satisfied (in its sole

and reasonable discretion) that the aforementioned notification requirements have been complied with in good faith by the Party who has made the error, no interest shall be payable in respect of any amount that was erroneously overpaid or underpaid. No adjustment to a billing statement shall be made if notice of an error in such statement is not provided within two (2) years of the date of such statement.

9.7 Taxes.

(A) Contractor shall pay or cause to be paid when due, or reimburse SNWA for, all existing and any new sales, use, excise, ad valorem, and any other similar taxes, imposed or levied by any Governmental Authority on (i) the Solar Energy Output up to and including the Point of Delivery, or on the generation or sale of the Solar Energy Output from Contractor to SNWA hereunder, and (ii) the Exchange Energy received by Contractor at the Exchange Point, or any subsequent disposition of Exchange Energy by Contractor, regardless of whether such taxes are imposed on SNWA or Contractor under Applicable Law. If taxes are imposed or levied by a Governmental Authority on a Party in error or incorrectly, or on the wrong Party, the Parties shall work in good faith to cause such Governmental Authority to correct such error and levy or impose such taxes correctly. The Exchange Fee shall not be adjusted on the basis of any action of any Governmental Authority with respect to changes to or revocations of sales and use tax benefits, rebates, exceptions or give back.

(B) Contractor shall not be obligated to pay or reimburse SNWA for taxes imposed on or measured by the SNWA's overall revenues or income. SNWA shall be responsible for the payment of, and no amount payable by Contractor to SNWA shall be subject to adjustment for, taxes imposed on SNWA and its property.

(C) SNWA shall not be obligated to pay or reimburse Contractor for taxes imposed on or measured by the Contractor's overall revenues or income. Contractor shall be responsible for the payment of, and no amount payable by SNWA to Contractor shall be subject to adjustment for, taxes imposed on Contractor and its property.

(D) If a Party is required to remit or pay Taxes that are the other Party's responsibility hereunder, such Party shall promptly reimburse the other for such Taxes.

(E) The Parties shall provide each other, upon written request, with copies of any documentation that may be reasonably necessary in the ordinary course of any inter-governmental, state, local, municipal or other political subdivision tax audit inquiry or investigation.

(F) Consistent with Applicable Law, the Parties shall cooperate to minimize Taxes; however, no Party shall be obligated to incur any material financial burden to reduce Taxes for which the other Party is responsible hereunder.

9.8 Set-Off and Payment Adjustments. All payments between the Parties under this Agreement shall be made free of any restriction or condition and without deduction or withholding on account of any other amount, whether by way of set-off or otherwise, unless this Agreement expressly provides for such set-off. Payments to be made under this Agreement shall, for a period of no longer than two (2) years, remain subject to adjustment based on billing adjustments due to error or omission by either Party, provided that such adjustments have been agreed to between the Parties or resolved in accordance with the provisions of Section 13.4 hereof.

9.9 Survival on Termination. The provisions of this Article 9 shall survive the repudiation, termination, or expiration of this Agreement for so long as may be necessary to give effect to any outstanding payment obligations of the Parties that became due and payable prior to any such repudiation, termination or expiration.

Article 10 - Operations and Maintenance

10.1 Construction Period. Each Party shall provide Monthly reports to the other Party on the construction of the Project and its Interconnection Facilities; provided Contractor shall have no obligation to provide such report until the date that falls one Month after the date upon which a notice to proceed under the EPC Contract is given in accordance with the terms of the EPC Contract. Such Monthly reports shall provide a schedule showing items completed and to be completed, including the milestone set forth in Exhibit F, and a best estimate timeframe within which the Party expects to complete such non-completed work. None of the foregoing shall be deemed to be in lieu of, or in substitution for, the general record and reporting obligations attendant to Contractor in accordance with Article 13 hereof. Neither this Agreement nor any such ancillary document shall be interpreted to create in favor of SNWA, and SNWA specifically disclaims, any right, title or interest in any part of the Project.

10.2 Commissioning Tests.

(A) Contractor shall coordinate testing plans with SNWA by providing a Testing plan for the Project at least thirty (30) days prior to the first anticipated Test date, updates to such Testing plan on a weekly basis, and at least forty-eight (48) hours prior notice of the actual Test Date and of the proposed Tests scheduled relating to the Commissioning of the Project ("Commissioning Test(s)"). Representatives of SNWA and Contractor and other representatives of Contractor shall have the right to be present at all such Testing. Contractor shall promptly notify SNWA of any changes to the Test date or the date of any Commissioning Tests relating to the Project in order that SNWA may arrange for its respective representatives to attend.

(B) SNWA may, upon indication of adverse pricing conditions that would result in SNWA incurring a cost to receive Test Energy, including but not limited to imbalance costs or disposal of energy at negative energy market prices, direct Contractor to delay or defer any scheduled Commissioning Test; provided,

however, Contractor in its sole discretion may proceed with the Commissioning Test provided it instructs SNWA in a written notice received no later than twelve (12) hours prior to the commencement of the test to receive such Test Energy and Contractor agrees to reimburse SNWA for any direct costs incurred by SNWA as a result of Contractor's election to obligate SNWA to receive such Test Energy.

(C) Contractor may conduct multiple Commissioning Tests to determine the highest capacity for purposes of determining the Demonstrated Capacity.

10.3 Maintenance of the Project. Contractor shall operate and maintain all Project Equipment or cause the same to be operated and maintained at all times in accordance with manufacturers' recommendations and Prudent Industry Practices and otherwise in accordance with this Agreement, including the Interconnection Terms. Contractor and SNWA shall create an operating committee with one representative from each Party. The initial representative of each Party shall be as set out in Exhibit A, and each Party may change designation of its operating committee representative, or designate an alternative representative, by written notice to the other Party at any time. Such operating committee shall meet on an annual basis and, if requested by a member of the operating committee, one additional meeting per calendar quarter. The operating committee shall discuss Contractor's maintenance plan for the following Year and other matters that are germane to the effective planning and execution of Project's operations and maintenance. SNWA may make suggestions on the maintenance plan for the Project; provided, however, that Contractor shall not be obligated to follow such SNWA recommendations unless failure to follow the recommendation results in a breach of this Agreement by Contractor.

10.4 Coordination of Scheduled Maintenance.

(A) Three (3) Months prior to the Commercial Operation Date and, thereafter, by October 1 of each Year, Contractor shall deliver to SNWA a proposed schedule for maintenance outages for the Project. SNWA shall take into consideration the proposed schedule for maintenance outages of the Project in the preparation of its own maintenance schedule for its Interconnection Facilities and the River Mountains System. SNWA shall provide its annual planned maintenance schedule to Contractor for its Interconnection Facilities and the River Mountains System, inclusive of the Contractor proposed schedule no later than November 1 of each Year (the "Scheduled Maintenance Outages"). The Parties shall meet thereafter as necessary to coordinate and adjust the Scheduled Maintenance Outages so as to optimize, to the extent practicable and in concert with other uses of the River Mountains System, the exchange transactions contemplated herein. Each Party shall take manufacturers' recommendations and Prudent Industry Practices into account when establishing the proposed schedule for Scheduled Maintenance Outages. Scheduled Maintenance Outages to SNWA's facilities may not be scheduled during the Months of June, July, August, or September (the "Non-Scheduled Maintenance Period") unless agreed to in writing by Contractor in its

reasonable discretion, or unless such Scheduled Maintenance Outages can be performed at night and do not affect the Project's operations during the day.

(B) Each Party shall notify the other Party in writing of any proposed change to the Scheduled Maintenance Outages affecting that Party's facilities with as much advance notice as reasonably practicable, but in no event less than fourteen (14) Days' prior notice in the case of Contractor and fourteen (14) Days' notice in the case of SNWA. The non-requesting Party notified of a change in schedule may object within five (5) Business Days of receipt of the change request, and must demonstrate the change would be contrary to Prudent Industry Practices, could result in damage or harm to the Project, in conflict with the timeframe required to maintain manufacturer's warranties, or cause it to incur a material cost.

(C) Neither Party shall unreasonably refuse to change the schedule of Scheduled Maintenance Outages if requested to do so by the other Party upon not less than fourteen (14) Days' prior notice, provided that any such change would not be contrary to Prudent Industry Practices or cause a Party to incur any material costs.

(D) All Scheduled Maintenance Outages are subject to revocation by SNWA at any time in the event of an Emergency Condition provided no such revocation will be effective if it would cause harm or damage to the Project.

10.5 Operating Procedures. The Parties shall develop standard operating procedures and communications protocols in accordance with Prudent Industry Practices that address (i) provision of advance notice, where practicable, and removal from service any of its respective facilities that may impact the other Party's facilities as necessary to perform maintenance or testing or to install or replace equipment, and which minimize the effect on the other Party of such removal, (ii) Emergency Conditions that may impact the other Party's facilities; and (iii) coordination of Scheduled Maintenance Outages, Forced Outages, Emergency Conditions, and restoration of facilities to normal operating conditions.

10.6 Access to and Inspection of Project.

(A) Contractor shall provide SNWA and its authorized agents, employees and inspectors with reasonable access to the Project for the purposes set forth herein. SNWA acknowledges that such access does not provide SNWA with the right to direct or modify the operation of the Project in any way and further acknowledges that any exercise by SNWA of its rights under this Section 10.6 shall be at its own risk and expense. Subject to the limitations of Nevada Revised Statutes Chapter 41 and Article 17, SNWA will indemnify Contractor for any loss, harm or damage caused by the negligence or willful misconduct of SNWA or its representatives while accessing the Project. SNWA shall abide by Contractor's safety procedures and rules while visiting the Site.

(B) No inspections of the Project, whether by SNWA or otherwise, shall relieve Contractor of its obligation to maintain the Project and operate the same in accordance with Prudent Industry Practices. In no event shall any statement, representation, or lack thereof by SNWA, either express or implied, relieve Contractor of its exclusive responsibility for the Project. Any inspection of Contractor's property or equipment by SNWA or any review by SNWA or consent by SNWA to Contractor's plans, shall not be construed as endorsing the design, fitness or operation of the Project Equipment nor as a warranty or guarantee.

Article 11 - Security

11.1 Contractor's Security. Contractor shall provide SNWA credit support of two million dollars ($2,000,000) (the "Financial Credit Support") by no later than fifteen (15) Business Days from the Effective Date. The Financial Credit Support required herein shall be posted as either (i) a cash account; (ii) a letter of credit issued by a major U.S. bank; or (iii) surety bond. SNWA shall have the right to draw upon the Financial Credit Support only if an Event of Default occurs, following any applicable cure periods, and then only in such amount necessary to satisfy that which is owed to SNWA pursuant to the Event of Default. SNWA shall release and refund any Financial Credit Support following the expiration or early termination of this Agreement.

11.2 Effect of Security. Nothing in this Article 11, any security agreement or any such Financial Credit Support is intended, or shall be deemed or construed to, in any way limit or modify any obligation or agreement of or recourse to the Parties hereunder. Contractor's liability for any damages payable under this Agreement before the Project has achieved Commercial Operation shall be limited to an amount equal to the Financial Credit Support.

Article 12 - Default and Remedies

12.1 Events of Default. Except to the extent excused due to an event of Force Majeure, an event of default ("Event of Default") shall be deemed to have occurred with respect to a Party (the "Defaulting Party") upon the occurrence of one or more of the following events:

(A) Such Party's failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within fifteen (15) Business Days after written notice is received by the Party failing to make such payment;

(B) Any representation or warranty made by such Party is false or misleading in any material respect (provided that (i) if the misrepresentation or breach of warranty is capable of a cure, an Event of Default will be deemed to occur only if the misrepresentation or breach of warranty is not remedied within thirty (30) Days after notice and (ii) if the misrepresentation or breach of warranty is not capable of a cure, but the non-breaching Party's damages resulting from the

inaccuracy can reasonably be ascertained, an Event of Default will be deemed to occur only if the payment of such damages is not made within fifteen (15) Business Days after a notice of such damages is provided by the Non-Defaulting Party to the Defaulting Party);

(C) The failure of such Party to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default), if such failure is not remedied within thirty (30) Days after notice, provided that such thirty (30) Day period shall be extended for up to an additional ninety (90) Days if such Party reasonably commences the cure of such failure and diligently pursues the same;

(D) Such Party (i) admits in writing its inability to pay its debts generally as they become due, (ii) files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any State, district or territory thereof; (iii) makes an assignment for the benefit of creditors, (iv) consents to the appointment of a receiver of the whole or any substantial part of its assets, or (v) has a petition in bankruptcy filed against it, and such petition is not dismissed within ninety (90) Days after the filing thereof;

(E) Such Party's assignment of this Agreement except as permitted in accordance with Article 19;

(F) In the case of Contractor, total abandonment of operation of the Project, which means the relinquishment of all possession and control of the Project by Contractor, other than as permitted under this Agreement, but only if such relinquishment or cessation is not caused by or attributable to an Event of Default of SNWA, request by SNWA, or an event of Force Majeure, or

(G) In the case of SNWA, its failure to complete the Interconnection Provider's Interconnection Facilities on or before the Gen-Tie Deadline shown in Exhibit F (as extended hereunder) in accordance with Section 4.1.

12.2 Damages Prior to Termination. Upon the occurrence of an Event of Default, and subject in each case to the limitation on damages set forth in Section 12.7, the non-defaulting Party shall have the right to suspend its performance of this Agreement and collect damages accruing prior to the termination of this Agreement from the defaulting Party, and the payment of any such damages accruing prior to the cure of an Event of Default shall constitute an element of any respective cure. If the SNWA has committed an Event of Default, then, in addition to all other remedies, Contractor may suspend its performance hereunder.

12.3 Termination. Upon the occurrence of an Event of Default, the non-defaulting Party shall have the right to declare a date, which shall be between fifteen (15) and thirty (30) Days after the notice thereof, upon which this Agreement shall terminate (such date, the "Early Termination Date"). Neither Party shall have the right to terminate

this Agreement except as provided for upon the occurrence of an Event of Default as described above or as may be otherwise explicitly provided for in this Agreement. Following an Event of Default, the non-defaulting Party shall be entitled to receive from the Defaulting Party, subject to the limitation on damages set forth in Section 12.7 and the mitigation of damages set forth in Section 12.9, all of the damages incurred by the non-defaulting Party in connection with such Event of Default and to exercise any other remedy available at law or in equity. For an SNWA Event of Default, Contractor's direct damages will include for all costs and expenses incurred by Contractor, including any lost revenue under third party sales agreement and for any damages owed to third parties resulting from termination of this Agreement.

12.4 Disputes.

12.4.1 All disputes, claims or questions and any issues not resolved under Section 18.4 will be settled by binding arbitration through the Parties' execution of the form of binding arbitration agreement set out in Exhibit G hereto ("Arbitration Agreement"). A judgment may be entered upon the award rendered by the arbitrator(s) in any court of proper jurisdiction. The question as to the arbitrability of any claim shall be determined by the arbitrator(s).

12.4.2 Commencement of the Arbitration**.** A Party may begin arbitration by serving the other party with a written notice to commence arbitration by regular mail or email in accordance with Section 13.1. The written notice will provide a detailed statement of the nature and subject of the claim and the amount of damages claimed or the type of non-monetary relief sought. Within 30 Days of service of the commencing-Party's claim, the other Party shall submit a detailed statement of its counterclaim, if any.

12.4.3 Arbitrators**.**

12.4.3.1 If a dispute involves an amount in controversy less than $10,000,000, there shall be one arbitrator. If a dispute involves an amount in controversy equal to or greater than $10,000,000, there shall be three arbitrators. A single arbitrator will be selected by agreement of the Parties, or if no agreement is reached by application to a court of competent jurisdiction. When three arbitrators are required, the SNWA shall select the first arbitrator, and the Contractor shall select the second arbitrator (collectively the "Party-Appointed Arbitrators"). Each Party-Appointed Arbitrator must be experienced in the subject matter of the dispute and must be fully active in their profession or occupation. The third arbitrator shall be selected by the Party-Appointed Arbitrators, shall be an attorney or retired judge, have a career that focused on the energy industry for at least ten or more years, or have energy and alternative dispute resolution experience, and shall act as chair of the arbitration panel ("Arbitration Chairman").

12.4.3.2 Each arbitrator will disclose any actual or apparent conflicts of interest or other circumstances reasonably believed to affect the arbitrator's impartiality within ten (10) Days of selection. A challenge to a Party-

Appointed Arbitrator will be determined by the Arbitration Chairman. A challenge to the Arbitration Chairman will be determined by the Party-Appointed Arbitrators; and, if the Party-Appointed Arbitrators cannot agree, the Arbitration Chairman will be disqualified. If a challenge to a Party-Appointed Arbitrator is sustained, a replacement will be selected by the Party that appointed the challenged Party-Appointed Arbitrator. If a challenge to the Arbitration Chairman is sustained, a replacement will be selected by the Party-Appointed Arbitrators.

12.4.3.3 Prior to the selection of the Arbitration Chairman, the Party-Appointed Arbitrators may communicate with the Parties jointly, regarding the general subject of the dispute and selection of the Arbitration Chairman. The Arbitration Chairman shall be a neutral arbitrator at all times. After the Arbitration Chairman is selected, all Arbitrators will be neutral and will have no *ex parte* communications with any Party regarding the arbitration proceeding or the subject of the arbitration.

12.4.3.4 All costs of the arbitration will be shared equally among the Parties. Administration of fees, costs and related matters will be undertaken by the Arbitration Chairman.

12.4.4 Location of the Arbitration**.** The arbitration will be conducted in Clark County, Nevada, or such other location as the Parties may agree.

12.4.5 Arbitration Proceedings**.** The arbitration proceedings shall be governed by the Arbitration Agreement provided in Exhibit G.

12.5 Intentionally left blank.

12.6 Remedies Cumulative. Subject to the limitations on damages set forth in Sections 11.2 and 12.7, each right or remedy of the Parties provided for in this Agreement shall be cumulative of and shall be in addition to every other right or remedy provided for in this Agreement, and the exercise, or the beginning of the exercise, by a Party of any one or more or the rights or remedies provided for herein shall not preclude the simultaneous or later exercise by such Party of any or all other rights or remedies provided for herein.

12.7 Waiver and Exclusion of Other Damages. The Parties confirm that the express remedies and measures of damages provided in this Agreement satisfy the essential purposes hereof. If no remedy or measure of damages is expressly herein provided, the obligor's liability shall be limited to direct, actual damages only, which shall include cover damages and the related costs to procure alternative arrangements. Notwithstanding any other provision, neither Party shall be liable to the other Party for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages by statute, in tort or contract, provided, that the foregoing limitation shall not apply (i) to damages Contractor is entitled to receive from SNWA for unauthorized curtailment as specified in Section 7.4 and for an SNWA Event of Default

as specified in Section 12.3, (ii) to costs, penalties, or indemnification obligations for which Contractor is responsible as specified in Section 5.1(C), and (iii) if either Party is held liable to a third party for such damages, and the Party held liable for such damages is entitled to indemnification therefor from the other Party hereto, the indemnifying Party shall be liable for, and obligated to reimburse the indemnified Party for, such damages, all in accordance with the indemnification provisions of Article 17 hereof. To the extent any damages are required to be paid hereunder are deemed liquidated, the Parties acknowledge that the damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient, and that the liquidated damages constitute a reasonable approximation of the harm or loss.

12.8 Payment of Amounts Due. Without limiting any other provisions of this Article 12 and at any time before or after termination of this Agreement, either Party may send the other Party an invoice for such damages or other amounts as are due and payable under this Agreement to such Party at such time from the other Party, and such invoice shall be payable in the manner, and in accordance with the applicable provisions, set forth in Article 9, including the provision for late payment charges. Either Party may withdraw funds from the security described in Article 11 as needed to provide payment for such invoice if the invoice is not paid by the other Party on or before the tenth (10th) Business Day following the invoice due date.

12.9 Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement.

12.10 Non-Recourse. SNWA acknowledges and agrees that no owner, member, investor, lender, lessor, officer, director, employee, or agent of Contractor shall have any obligation to SNWA arising under this Agreement, and that SNWA shall seek recourse solely against Contractor and its assets in the event of any breach of this Agreement by Contractor.

Article 13 - Contract Administration and Notices

13.1 Notices in Writing. Notices required by this Agreement shall be addressed to the other Party at the addresses noted in Exhibit A, as either Party may update from time to time by written notice to the other Party. Any notice, request, consent, or other communication required or authorized under this Agreement to be given by one Party to the other Party shall be in writing. It shall either be hand delivered or mailed via overnight service with signature required upon receipt, to the representative of said other Party. If delivered, the notice, request, consent, or other communication shall be simultaneously sent by facsimile, email or other electronic means. Any such notice, request, consent, or other communication shall be deemed to have been received upon receipt. Real-time or routine communications concerning Project operations shall be exempt from this Section.

13.2 Records. Contractor and SNWA shall each keep and maintain complete and accurate records and all other data required by each of them for the purposes of proper administration of this Agreement for the Record Retention Period, including such records as may be required by any Governmental Authority or pursuant to Applicable Law. All records of Contractor and SNWA pertaining to the operation of the Project and/or this Agreement as specified herein or otherwise shall be maintained at the Project or in an office of Contractor or SNWA, as applicable, in such format as may be required by Applicable Law and/or any Governmental Approval. Each Party shall have the right, upon reasonable prior written notice to the other Party and at its own expense, during normal business hours, to examine and/or make copies of the records and data of such other Party relating to this Agreement (including all records and data relating to or substantiating any charges paid by or to such other Party, MWh generated, Contractor's operating procedures, the Project Equipment manuals, and O&M Records).

(A) Operating and Maintenance Records. Contractor shall maintain an accurate and up-to-date operating log, in electronic format, at the Project with records of solar irradiation and energy production (by individual power block or Unit) for each clock hour; changes in operating status; meteorological data; maintenance; any other operating or maintenance records as may be required by Governmental Authorities; Forced Outages, agreements associated with the Project, operating logs, blueprints for construction, operating manuals, all warranties on equipment, and all documents, including supply contracts, whether in printed or electronic format, that Contractor uses or maintains for the operation of the Project (collectively, the "O&M Records").

(B) Billing and Payment Records. To facilitate payment and verification, Contractor and SNWA shall keep all books and records necessary for billing and payments in accordance with the provisions of Article 9 and grant the other Party reasonable access to those records. All records of Contractor pertaining to the operation of the Project (including the O&M Records) shall be maintained at the Site in accordance with Section 13.2(A) or in an office of Contractor and SNWA shall be provided reasonable access to those records.

(C) Completeness and Accuracy of Data. Each Party shall be responsible for the completeness and accuracy of all data and information provided to the other Party and shall correct, at its sole expense, all errors or omissions therein. All costs necessary to correct those errors are attributable to the correcting Party, and any direct damages incurred by the other Party as a result of additional costs or delays caused by such errors, shall be the exclusive responsibility of the correcting Party. For the avoidance of doubt, neither Party represents or warrants to the accuracy of data or information that is inherently prone to inaccuracy, such as the good faith estimate of hourly quantities of Solar Energy Output included in the Projected Schedule.

Article 14 - Force Majeure

14.1 Definition of Force Majeure Event.

(A) A "Force Majeure" or "Force Majeure Event" is defined as an act beyond the affected Party's reasonable control, but only if and to the extent such event is not the fault of the Party affected, including: (a) acts of God; (b) flood, hail, 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 under this Agreement, site restrictions for elevated security risks; and (e) industry-wide strikes with a direct impact on this Agreement. Both the SNWA and the Contractor have evaluated the effects of COVID-19 on this Agreement. SNWA and the Contractor 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.

(B) "Force Majeure" (and "Force Majeure Event") shall not include: (i) any failure of, or delay in performance, or any full or partial curtailment in the electric output of the Project that is caused by a labor dispute or strike by Contractor's employees or any employees of Contractor's contractors or its Affiliates employed at the Project (except to the extent arising out of a strike or labor action not directed specifically at the Contractor or the Project, including without limitation, a national or regional strike), (ii) market changes in, or that otherwise effect, the price of energy, capacity or Renewable Energy Benefits or the cost of the Project, or (iii) any Change in Applicable Law, including one that affects the cost of the Project, value or existence of Renewable Energy Benefits or Tax Credits, or other tax incentives existing now or in the future associated with the construction, ownership or operation of the Project, or (iv) a Party's economic hardship or changes in market conditions.

14.2 Effect of Force Majeure Event.

(A) In no event will any delay or failure of performance caused by a Force Majeure Event extend this Agreement beyond its stated Term. Notwithstanding any other provision in this Agreement to the contrary, in the event that any delay or failure of performance caused by a Force Majeure Event affecting either Party continues for an uninterrupted period of twenty four (24) months from its inception, or on an interrupted basis for a total of thirty six (36) months, the Party not claiming a Force Majeure Event may, at any time following the end of such period if the Force Majeure Event is still in effect, terminate this Agreement upon written notice to the affected Party, without further obligation by either Party except as to costs and balances incurred prior to the effective date of such termination.

(B) Except as otherwise provided in this Agreement, each Party shall be excused from performance when non-performance was caused, directly or indirectly, by a Force Majeure Event but only and to the extent thereof, and only if:

(i) the non-performing Party gives the other Party notice describing the occurrence of the Force Majeure Event as described in Section 14.3; (ii) the non-performance is of no greater scope and of no longer term than is required by the Force Majeure Event; and (iii) the non-performing Party uses commercially reasonable efforts to remedy its inability to perform.

(C) The existence of a condition of Force Majeure Event shall not relieve the Parties of obligations under this Agreement (including payment obligations) to the extent that such performance of such obligations is not precluded by the condition or Force Majeure Event.

14.3 Notification Obligations. The Party suffering a Force Majeure Event ("Impacted Party") 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. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. A Party claiming that a Force Majeure Event has occurred shall not be entitled to any relief therefor unless and until conforming (with the exception of any deadlines) notice is provided. The Party claiming that a Force Majeure Event has occurred shall notify the other Party of the cessation of the Force Majeure Event or of the conclusion of the affected Party's cure for the Force Majeure Event, in either case within twenty-four (24) hours thereof.

14.4 Duty to Use Best Efforts. The Party claiming that a Force Majeure Event has occurred shall use its best efforts to cure the cause(s) preventing its performance of this Agreement and shall provide to the other Party weekly progress reports describing actions taken to end the Force Majeure Event and perform its obligations; provided, however, that the settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of the affected Party, and such Party shall not be required to settle such strikes, lockouts or other labor disputes by acceding to demands which such Party deems to be unreasonable.

14.5 Force Majeure Percentage. During any period that the Force Majeure Percentage is greater than zero, the Monthly Exchange Payment shall be reduced by the Force Majeure Adjustment Amount.

Article 15 - Representations, Warranties and Covenants

15.1 Contractor Representations, Warranties, and Covenants. Contractor hereby represents and warrants, to Contractor's best and actual knowledge, as of the Effective Date as follows:

(A) Contractor is a limited liability company duly organized, validly existing and in good standing under the laws of the state of Delaware. Contractor is qualified to do business in each other jurisdiction where the failure to so qualify would have a material adverse effect on the business or financial condition of

Contractor; and Contractor has all requisite power and authority to conduct its business, to own its properties, and to execute, deliver, and perform its obligations under this Agreement.

(B) The execution, delivery, and performance of its obligations under this Agreement by Contractor have been duly authorized by all necessary corporate action, and do not and will not:

(i) require any consent or approval by any governing body of Contractor, other than that which has been obtained and is in full force and effect (evidence of which shall be delivered to SNWA upon execution of this Agreement);

(ii) violate any Applicable Law, or violate any provision in any formation documents of Contractor, the violation of which could have a material adverse effect on the ability of Contractor to perform its obligations under this Agreement;

(iii) result in a breach or constitute a default under Contractor's formation documents or bylaws, or under any agreement relating to the management or affairs of Contractor or any indenture or loan or credit agreement, or any other agreement, lease, or instrument to which Contractor is a party or by which Contractor or its properties or assets may be bound or affected, the breach or default of which could reasonably be expected to have a material adverse effect on the ability of Contractor to perform its obligations under this Agreement; or

(iv) result in, or require the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest, or other charge or encumbrance of any nature (other than as may be contemplated by this Agreement) upon or with respect to any of the assets or properties of Contractor now owned or hereafter acquired, the creation or imposition of which could reasonably be expected to have a material adverse effect on the ability of Contractor to perform its obligations under this Agreement.

(C) The obligations of Contractor under this Agreement are valid and binding obligations of Contractor, enforceable against the Contractor by the SNWA, subject to customary exceptions for public policy and bankruptcy.

15.2 Contractor's Representations, Warranties, and Covenants. Contractor hereby represents and warrants as of the Effective Date and for the duration of the Term as follows:

(A) Contractor shall materially comply with all Applicable Laws in effect or that may be enacted during the Term.

(B) The execution and performance of this Agreement will not conflict with or constitute a breach or default under any contract or agreement of any kind to which Contractor is a party or any judgment, order, statute, or regulation that is applicable to Contractor or the Project.

(C) Except for those Governmental Approvals identified in writing by Contractor to SNWA, to the best knowledge of Contractor, all Governmental Approvals necessary for Contractor's execution and delivery of this Agreement have been duly obtained and are in full force and effect. All Governmental Approvals necessary for Contractor's performance of its obligations under this Agreement shall be duly and timely obtained during the Term.

(D) Contractor is a "Forward Contract Merchant" within the meaning of the Bankruptcy Code.

15.3 SNWA's Representations, Warranties, and Covenants. SNWA hereby represents and warrants as of the Effective Date as follows:

(A) SNWA is a political subdivision of the state of Nevada and is qualified in each other jurisdiction where the failure to so qualify would have a material adverse effect upon the business or financial condition of SNWA. SNWA has all requisite power and authority to conduct its business, to own its properties, and to execute, deliver, and perform its obligations under this Agreement.

(B) The execution, delivery, and performance of its obligations under this Agreement by SNWA have been duly authorized by all necessary corporate action, and do not and will not:

(i) require any further consent or approval, including from SNWA's Board of Directors or other governing body;

(ii) violate any Applicable Law, or violate any provision in any corporate documents of SNWA, the violation of which could have a material adverse effect on the ability of SNWA to perform its obligations under this Agreement;

(iii) result in a breach or constitute a default under SNWA's corporate charter or bylaws, or under any agreement relating to the management or affairs of SNWA, or any indenture or loan or credit agreement, or any other agreement, lease, or instrument to which SNWA is a party or by which SNWA or its properties or assets may be bound or affected, the breach or default of which could reasonably be expected to have a material adverse effect on the ability of SNWA to perform its obligations under this Agreement; or

(iv) result in, or require the creation or imposition of, any mortgage, deed of trust, pledge, lien, security interest, or other charge or encumbrance of

any nature (other than as may be contemplated by this Agreement) upon or with respect to any of the assets or properties of SNWA now owned or hereafter acquired, the creation or imposition of which could reasonably be expected to have a material adverse effect on the ability of SNWA to perform its obligations under this Agreement.

(C) The obligations of SNWA under this Agreement are valid and binding obligations of SNWA, enforceable against the SNWA by the Contractor, subject to customary exceptions for public policy and bankruptcy.

(D) The execution and performance of this Agreement will not conflict with or constitute a breach or default under any contract or agreement of any kind to which SNWA is a party or any judgment, order, statute, or regulation that is applicable to SNWA.

(E) To the best knowledge of SNWA, all required Governmental Approvals necessary for SNWA's execution, delivery and performance of this Agreement, have been duly obtained and are in full force and effect.

(F) SNWA shall operate the Interconnection Provider Interconnection Facilities and the River Mountains System in accordance with Prudent Industry Practices.

(G) SNWA shall comply with all Applicable Laws in effect or that may be enacted during the Term.

Article 16 - Insurance

16.1 Evidence of Insurance.

(A) Contractor shall, at least thirty (30) Days prior to the commencement of any work on the Project, and thereafter, on or before June 1 of each year of the Term, provide SNWA with one (1) copy of insurance certificates reasonably acceptable to SNWA evidencing the insurance coverages required to be maintained by Contractor in accordance with Exhibit B and this Article 16. Such certificates shall (a) provide that SNWA shall receive thirty (30) Days prior written notice of non-renewal, cancellation of, or significant modification to any of the above policies (except that such notice shall be ten (10) Days for non-payment of premiums); (b) provide a waiver of any rights of subrogation against SNWA and its Affiliates and their respective officers, directors, agents, subcontractors, and employees; and (c) contain such other endorsements and terms as required hereunder. All policies shall be written with insurers that SNWA, in its reasonable discretion, deems acceptable (such acceptance shall not be unreasonably withheld or delayed by SNWA). Contractor's liability under this Agreement shall not be limited to the amount of insurance coverage required herein.

16.2 Term and Modification of Insurance.

(A) All liability insurance required under this Agreement shall cover occurrences during the term of this Agreement. In the event that any insurance as required herein is commercially available only on a "claims-made" basis, such insurance shall provide for a retroactive date not later than the Effective Date.

(B) Upon a showing satisfactory to SNWA in its reasonable discretion that Contractor or its Affiliate(s) has sufficient net worth to self-insure Contractor hereunder, either directly or through an Affiliate, Contractor may self-insure either all or any portion of the foregoing coverages so long as there is no material decrease in said net worth, or means, that renders the same insufficient for purposes of self-insurance. If at any time during the Term SNWA, in its reasonable discretion, determines that it will no longer accept self-insurance from Contractor, SNWA shall provide notice to Contractor and Contractor shall obtain the insurance coverages required by Exhibit B within sixty (60) days.

16.3 Endorsements and Other Requirements.

(A) Insurers shall waive all rights of subrogation against SNWA and its Affiliates and their respective officers, directors, agents, subcontractors, and employees.

(B) The insurance required under this Agreement shall be primary insurance. Any other insurance carried by SNWA shall be excess and not contributory with respect to the insurance required hereunder.

(C) The liability insurance required pursuant Exhibit B shall be endorsed to include SNWA, its Affiliates, and their respective officers, directors, and employees as additional insureds. The liability insurance required pursuant to paragraphs (B) and (D) of Exhibit B shall state, that with respect to coverage of more than one insured, all terms, conditions, insuring agreements, and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

Article 17 - Indemnity

17.1 Facilities and Systems Indemnification.

(A) Responsibilities. Each of SNWA and Contractor shall be solely responsible for its own facilities and systems.

(B) Facilities and Systems Indemnification. Each Party (the "Indemnifying Party") agrees, to the extent permitted by Applicable Law, to indemnify, pay, defend, and hold harmless the other Party (the "Indemnified Party"), its Affiliates, their respective officers, directors, employees, agents, and contractors from and against any and all claims, demands, costs, or expenses for

loss, damages, or injury to persons or property of the Indemnified Party (or to third parties) to the extent resulting from, arising out of, or in any way connected with the following, except to the extent caused by the gross negligence or willful misconduct of the Indemnified Party:

(i) a breach or non-performance by the Indemnifying Party of its covenants, representations, and warranties or obligations hereunder;

(ii) the construction, ownership or leasing, operation or maintenance of the Indemnifying Party's facilities and systems (including Indemnifying Party's Interconnection Facilities), including the delivery of Solar Energy Output to or from the Point of Delivery or Exchange Point, as applicable;

(iii) a violation or alleged violation of any Applicable Law by the Indemnifying Party or the Indemnifying Party's contractors, agents, servants or employees; and

(iv) the negligence or willful misconduct of the Indemnifying Party or its contractors, agents, servants or employees.

17.2 Indemnification for Fines and Penalties. Notwithstanding the foregoing, any fines or other penalties incurred by a Party (other than fines or penalties due to the gross negligence or intentional acts or omissions of the other Party) for non-compliance with any municipal, state or federal laws shall be the sole responsibility of the non-complying Party.

17.3 Notice of Proceedings. Each Party shall promptly notify the other Party of any loss or proceeding in respect of which such notifying Party is or may be entitled to indemnification pursuant to Section 17.1. Such notice shall be given as soon as reasonably practicable after the relevant Party becomes aware of the loss or proceeding and that such loss or proceeding may give rise to an indemnification. The delay or failure of such Indemnified Party to provide the notice required pursuant to this Section 17.3 to the other Party shall not release the other Party from any indemnification obligation it may have to such Indemnified Party except (i) to the extent that such failure or delay materially and adversely affected the Indemnifying Party's ability to defend such action or increased the amount of the loss, and (ii) that the Indemnifying Party shall not be liable for any costs or expenses of the Indemnified Party in the defense of the claim, suit, action or proceeding during such period of failure or delay.

17.4 Defense of Claims.

(A) The Indemnifying Party shall be entitled, at its option, to assume and control the defense of such claim, action, suit or proceeding at its expense with counsel of its selection, subject to the prior approval of the Indemnified Party, which shall not be unreasonably withheld.

(B) Unless and until the Indemnifying Party assumes control of the defense of a claim, suit, action or proceeding in accordance with clause (A) above, the Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate, with counsel of its own selection, any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and the reasonable costs and expenses thereof shall be subject to the indemnification obligations of the Indemnifying Party hereunder.

(C) Neither the Indemnifying Party nor the Indemnified Party shall be entitled to settle or compromise any such claim, action, suit or proceeding without the prior consent of the other; provided, however, that after agreeing in writing to indemnify the Indemnified Party, the Indemnifying Party may, subject to clause (D) below, settle or compromise any claim without the approval of such Indemnified Party; provided, however, that the Indemnifying Party shall not conclude any settlement which requires any action or forbearance from action or admission by an Indemnified Party or any of its Affiliates without the prior approval of the Indemnifying Party (which shall not be unreasonably withheld). If a Party settles or compromises any claim, action, suit or proceeding in respect of which it would otherwise be entitled to be indemnified without the prior consent of the Indemnifying Party, the Indemnifying Party shall be excused from any indemnification obligation in respect of such settlement or compromise.

(D) Following the acknowledgement of the indemnification and the assumption of the defense by the Indemnifying Party pursuant to clause (A) above, the Indemnified Party shall have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless: (i) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of such action; or (ii) the Indemnifying Party shall not in fact have employed independent counsel reasonably satisfactory to the Indemnified Party to assume the defense of such action and shall have been so notified by the Indemnified Party.

17.5 Subrogation. Upon payment of any indemnification pursuant to Section 17.1 above, the Indemnifying Party, without any further action, but subject to such limits as may be imposed below, shall be subrogated to any and all Claims that the Indemnified Party may have relating thereto, and the Indemnified Party shall, at the request and expense of the Indemnifying Party, cooperate with the Indemnifying Party and give at the request and expense of the Indemnifying Party such further assurances

as are necessary or advisable to enable the Indemnifying Party vigorously to pursue such Claims.

Article 18 - Legal and Regulatory Compliance

18.1 Applicable Laws. Each Party shall at all times comply with all Applicable Laws, except for any non-compliance which, individually or in the aggregate, could not reasonably be expected to have a material effect on the business or financial condition of the Party or its ability to fulfill its commitments. Contractor shall promptly notify SNWA of any investigations, notices, or findings of violation of Applicable Law from any Governmental Authority, including any audit, notification, inspection, or inquiry that has been commenced by any Governmental Authority in respect of a potential or possible violation of Applicable Law.

18.2 Governmental Approvals. Each Party shall timely and lawfully procure and maintain in good standing, at its own cost and expense, all Governmental Approvals and shall timely and properly pay its respective charges and fees in connection therewith.

18.3 Compliance Indemnification. To the extent that a Party contributes in whole or in part to actions that result in monetary penalties being assessed to the other Party by any Governmental Authority for lack of compliance, the non-compliant Party shall indemnify the other Party for such monetary penalties.

18.4 Change in Applicable Law. Except as otherwise specifically provided in Section 20.2(C), there will be no cost relief under this Agreement for any Change in Applicable Law. By way of example, the Exchange Fee and the calculation of the Monthly Exchange Payment will not be affected by any Change in Applicable Law, including any change that alters either SNWA's or Contractor's costs in connection with this Agreement, the operation of the Project, or otherwise affects in any other material way the purpose or economics of this Agreement. In the event of a Change in Applicable Law after the Effective Date that impairs or prevents either Party's performance of its material obligations under this Agreement or has a material adverse effect on the business, operations, or financial condition of a Party with respect to this Agreement, the Parties shall engage in good faith discussions to consider potential modifications to this Agreement to preserve the respective economic benefits of the Parties under this Agreement as of the Effective Date; provided, however, that neither Party shall be obligated to accept or agree to any modifications to this Agreement.

18.5 NERC Compliance. Contractor shall be solely responsible for compliance with any applicable Reliability Standards related to its operation of its Project or Contractor's Interconnection Facilities. SNWA shall be solely responsible for compliance with any applicable Reliability Standards related to its operation of its River Mountains System or SNWA's Interconnection Facilities

Article 19 - Assignment and Other Transfer Restrictions

19.1 No Assignment Without Consent. Except as permitted in this Article 19, neither Party shall assign this Agreement or any portion thereof, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any assignment of this Agreement in violation of the foregoing shall be void and not merely voidable. In the event of any assignment under this Section 19.1, (i) at least thirty (30) Days prior notice of any such assignment shall be given to the other Party; (ii) any assignee shall expressly assume the assignor's obligations hereunder; (iii) no assignment shall relieve the assignor of its obligations hereunder in the event the assignee fails to perform, except as otherwise provided in Section 19.2 below; (iv) no assignment shall impair any security given by SNWA hereunder; and (v) before this Agreement is assigned by Contractor, the assignee must first obtain such approvals as may be required by all applicable regulatory bodies.

19.2 Permitted Assignments. Notwithstanding Section 19.1, Contractor may assign this Agreement to any Affiliate of Contractor, or assign, pledge (including as collateral security), hypothecate, or otherwise transfer this Agreement (including, for purposes of clarity, the Interconnection Terms), in connection with any debt or equity financing or the refinancing of the Project or Contractor including in connection with any Financing Documents or for the purpose of any Financial Closing, provided, that, in the event that ownership of the Project, is transferred, any such transferee or assignee (i) has demonstrably significant experience in the solar generation industry and the technical expertise and capability to perform Contractor's obligations under this Agreement, or has arrangements in place with another Person to provide such expertise, (ii) provides SNWA with adequate assurance, in SNWA's reasonable discretion, of creditworthiness (provided that if such assignee/transferee has creditworthiness that is the same or better than Contractor's creditworthiness as of the Effective Date, such assignee's/transferee's creditworthiness shall be deemed to be adequate for purposes of this clause) and (iii) ownership of the Project, is transferred to the assignee or transferee. In the event of any assignment, pledge or transfer by Contractor pursuant to this Section 19.2 (i) at least thirty (30) Days prior notice of any such assignment, pledge or transfer shall be given to SNWA; (ii) except in the case of a collateral assignment, pledge, or hypothecation, any assignee or transferee shall expressly assume the assignor's or transferor's obligations hereunder; (iii) no assignment, pledge or transfer shall relieve the assignor or transferor of its obligations hereunder in the event the assignee or transferee fails to perform; and (iv) before this Agreement is assigned or transferred by Contractor, the assignee or transferor must first obtain such approvals as may be required by all applicable regulatory bodies. In connection with any such permitted assignment or transfer by Contractor, SNWA, at Contractor's cost, agrees to execute a written consent to such collateral assignment as may be reasonably requested, which collateral assignment may include, among other terms, SNWA's agreement not to terminate this Agreement on account of any Event of Default without written notice to the Financing Parties and first providing the Financing Parties with opportunity to cure such Event of Default. If such written consent is not requested, Contractor shall notify SNWA of any such assignment to the Financing Parties no later than thirty (30) Days after the assignment. Contractor may subcontract its duties

or obligations under this Agreement without the prior written consent of SNWA, provided, that no such subcontract shall relieve Contractor of any of its duties or obligations hereunder.

Article 20 - Miscellaneous

20.1 Waiver. The failure of either Party to enforce or insist upon compliance with or strict performance of any of the terms or conditions of this Agreement, or to take advantage of any of its rights thereunder, shall not constitute a waiver or relinquishment of any such terms, conditions, or rights, but the same shall be and remain at all times in full force and effect.

20.2 Rate Changes.

(A) The terms and conditions and the rates for service specified in this Agreement are market-based and except as provided in Section 2.2, Section 8.1, Section 18.4 and Section 20.2(C) shall remain in effect through the Term. Absent the Parties' written agreement, this Agreement shall not be subject to change by application of either Party pursuant to Section 205 or 206, or any additional or successor statutory provision, of the Federal Power Act.

(B) To the extent all or any part of this Agreement is subject to regulation by FERC or any other regulatory body, the standard of review for any changes proposed by any Party to the Agreement shall be the "public interest" standard of review set forth in *United Gas Pipe Line Co.* v. *Mobile Gas Serv. Corp*., 350 U.S. 332 (1956) and *Federal Power Comm'n v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) (the Mobile-Sierra doctrine), as clarified in *Morgan Stanley Capital Group, Inc. v. Pub. Util. Dist. No. 1 of Snohomish County, Washington*, 128 S. Ct. 2733 (2008), and refined in *NRG Power Mktg. v. Maine Pub. Utils. Comm'n*, 130 S. Ct. 693 (2010). Any changes proposed by FERC acting *sua sponte* or by a non-party shall be the most stringent standard available under Law.

(C) To the extent any portion of the River Mountains System or the Transmission Provider's Interconnection Facilities become subject to new rules, costs or terms and conditions imposed by any Electric System Authority or due to the actions of a Governmental Authority that is effective during the Term of this Agreement, or there are any changes to the BAA or systems directly/indirectly interconnected with the Interconnection Provider's System that could prevent the exchange from occurring at the Exchange Point, the Parties will meet in advance of the effective date of any such change(s) shall use good faith efforts to negotiate and agree on modifications to this Agreement in a manner to accommodate changes to this Agreement to the extent possible to preserve the economics of the exchange transaction contemplated herein or which acknowledge the allocation of changed costs caused to generators or transmission providers, respectively, set out in such rules, costs, or terms and conditions, and by taking necessary action which may include amending this Agreement or execution of ancillary agreements.

To the extent the Parties cannot agree, the outstanding issue(s) will be submitted to dispute resolution pursuant to Section 12.4.

20.3 Disclaimer of Third-Party Beneficiary Rights. In executing this Agreement, SNWA does not, nor should it be construed to, extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with Contractor. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any Person not a party to this Agreement.

20.4 Relationship of the Parties.

(A) This Agreement shall not be interpreted to create an association, joint venture, or partnership between the Parties nor to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, the other Party.

(B) Each Party shall be solely liable for the payment of all wages, taxes, and other costs related to the employment of persons to perform services for such Party, including all federal, state, and local income, social security, payroll, and employment taxes and statutorily mandated workers' compensation coverage. None of the persons employed by a Party shall be considered employees of the other Party for any purpose; nor shall a Party represent to any person that he or she is or shall become an employee of the other Party.

20.5 Survival of Obligations. Cancellation, expiration, or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration, or termination, prior to the term of the applicable statute of limitations, including warranties, remedies, or indemnities which obligation shall survive for the period of the applicable statute(s) of limitation.

20.6 Severability. In the event any of the terms, covenants, or conditions of this Agreement, its Exhibits or Schedules, or the application of any such terms, covenants, or conditions, shall be held invalid, illegal, or unenforceable by any court or administrative body having jurisdiction, all other terms, covenants, and conditions of this Agreement and their application not adversely affected thereby shall remain in force and effect; provided, however, that SNWA and Contractor shall negotiate in good faith to attempt to implement an equitable adjustment in the provisions of this Agreement with a view toward effecting the purposes of this Agreement by replacing the provision that is held invalid, illegal, or unenforceable with a valid provision the economic effect of which comes as close as possible to that of the provision that has been found to be invalid, illegal or unenforceable.

20.7 Complete Agreement; Amendments. The terms and provisions contained in this Agreement constitute the entire agreement between SNWA and Contractor with respect to the Project and shall supersede all previous communications, representations, or agreements, either oral or written, between SNWA and Contractor with respect to the

sale of Output from the Project. This Agreement may be amended, changed, modified, or altered, provided that such amendment, change, modification, or alteration shall be in writing and signed by both Parties hereto, and provided further, that the Exhibits and Schedules attached hereto may be changed according to the provisions of Section 13.7. If a conflict arises between this Agreement and the Interconnection Terms, the Interconnection Terms shall prevail.

20.8 Binding Effect. This Agreement, as it may be amended from time to time pursuant to this Article, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors-in-interest, legal representatives, and assigns permitted hereunder.

20.9 Headings. Captions and headings used in this Agreement are for ease of reference only and do not constitute a part of this Agreement.

20.10 Counterparts. This Agreement or any supplement, modification, amendment, or restatement hereof may be executed in two or more counterpart copies of the entire document or of signature pages to the document, each of which may have been executed by one or more of the signatories hereto and thereto and deliveries by mail, courier, telecopy or other electronic means, but all of which taken together shall constitute a single agreement, and each executed counterpart shall have the same force and effect as an original instrument.

20.11 Governing Law. The interpretation and performance of this Agreement and each of its provisions shall be governed and construed in accordance with the laws of the State of Nevada notwithstanding its conflict of laws rules or any principles that would trigger the application of any other law.

20.12 Confidentiality and Release of Information.

Parties will safeguard Confidential Information against disclosure by employing the same means to protect such Confidential Information as that Party uses to protect its own non-public, confidential or proprietary information, and otherwise in accordance with the provisions of this Section 20.12. "Confidential Information" means information provided by one Party to the other in connection with the negotiation or performance of this Agreement that is clearly labeled or designated by the disclosing party as "confidential" or, if disclosed orally, clearly identified as confidential with that status confirmed promptly thereafter in writing. Confidential Information shall be deemed not to include (i) information which is or becomes generally available to the public other than as a result of a disclosure by the receiving party, (ii) information which was available to the receiving party on a non-confidential basis prior to its disclosure by the disclosing party or (iii) information which becomes available to the receiving party on a nonconfidential basis from a Person other than the disclosing party or its representative who is not otherwise bound by a confidentiality agreement with disclosing party or its agent or is otherwise not under any obligation to disclosing party or its agent not to disclose the information to the receiving party.

Subject to the following paragraph, no receiving Party shall itself, or permit its employees, consultants and/or agents to disclose to any person, corporation or other entity the Confidential Information without the prior written consent of the Party providing the Confidential Information, except a receiving Party may distribute the Confidential Information to its board members, officers, employees, agents, consultants, investors and lenders (including potential investors and lenders, including Financing Parties) and others who have a need for such Confidential Information. In the event that any Party receiving the Confidential Information becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, the legally compelled Party shall give the other Party providing the Confidential Information prompt prior written notice of such requirement so that the providing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, the providing Party waives compliance with the terms hereof. Subject to the following paragraph, each Party acknowledges that the unauthorized disclosure of any Confidential Information may cause irreparable harm and significant injury that may be difficult to ascertain. Each Party therefore agrees that specific performance or injunctive relief, in addition to other legal and equitable relief, are appropriate remedies for any actual or threatened violation or breach of this Section 20.12, although neither Party shall be entitled to any special, consequential, indirect or punitive damages as a result of a breach of this Section 20.12, whether a claim is based in contract, tort or otherwise. The Parties agree that the respondent in any action for an injunction, specific performance decree or similar relief shall not allege or assert that the initiating Party has an adequate remedy at law in respect to the relief sought in the proceeding, nor shall the respondent seek the posting of a bond by the Party initiating the action. Under no circumstances will either Party's directors, management, employees, agents or consultants be individually liable for any damages resulting from the disclosure of Confidential Information in violation of the terms of this Agreement.

The Parties recognize SNWA's duties under the Nevada Public Records Act and do not, by this Agreement, intend to alter SNWA's duties thereunder or to require SNWA to do, or refrain from doing, anything contrary to the Nevada Public Records Act. SNWA's 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 SNWA's Office of General Counsel determines that any document or record supplied by Contractor and marked "confidential" is determined to be a public record, SNWA may disclose that document or record to the extent required by the Nevada Public Records Act with prior written notice to Contractor. Upon receipt of any request for Confidential Information, this Agreement, or any part thereof, SNWA will promptly forward the request to Contractor and work with Contractor in good faith to minimize the extent of the disclosure to the extent requested by Contractor and permitted by the Nevada Public Records Act.

20.13 Data Privacy and Security.

(A) During the course of this Agreement, Contractor may create, receive, or have access to SNWA's Facility Information and the Facility Information SNWA's members ("Authority Members"). The Authority Members include Big Bend Water District, City of Boulder City, City of Henderson, City of Las Vegas, City of North Las Vegas, Clark County Reclamation District, and the Las Vegas Valley Water District. "Facility Information" means drawings, maps, plans, or records that reveal SNWA's or the Authority Members' 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 SNWA and the Authority Members. Facility Information is deemed to be Confidential Information of SNWA and the Authority Members.

(B) Contractor 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 performing its obligations under this Agreement;

(v) Not use, sell, rent, transfer, distribute, or otherwise disclose or make available Facility Information for its own purposes or for the benefit of anyone other than SNWA without SNWA's prior written consent;

(vi) Not, directly or indirectly, disclose Facility Information to any person other than its Authorized Persons, without SNWA's prior written consent. Authorized Persons means the Contractor's employees, contractors, subcontractors, consultants, subconsultants, agents, or auditors who have a need to know or otherwise access Facility Information to enable Contractor 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. Contractor acknowledges that it will be liable to SNWA for any and all damages the SNWA incurs from Contractor's failure to ensure that its Authorized Persons are contractually bound to comply with all provisions of this Data Privacy and Security section.

(C) CONTRACTOR ACKNOWLEDGES THAT THE UNLAWFUL DISCLOSURE OF SUCH RECORDS MAY SUBJECT CONTRACTOR 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 Contractor or by SNWA to the extent that Contractor has access to SNWA'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) Contractor shall:

(i) Notify SNWA of any Security Breach as soon as practicable, but no later than twenty-four (24) hours after Contractor 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 SNWA's contacts listed in the notice section below;

(ii) At its own expense, coordinate and fully cooperate with the SNWA in SNWA's handling of the matter;

(iii) Use its best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach;

(vi) Maintain and preserve all documents, records, and other data related to any Security Breach; and

(vii) Reimburse SNWA for all actual costs incurred by the SNWA in responding to and mitigating damages caused by any Security Breach.

(F) Contractor acknowledges that any breach of its covenants or obligations set forth in this Data Privacy and Security Section may cause SNWA irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, SNWA 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 SNWA 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) Contractor has completed and provided to SNWA the Business Partner Security Checklist providing accurate information on its security program including appropriate policies and procedures. Contractor agrees to maintain a comparable or better information security program to that disclosed in the Business Partner Security Checklist throughout the course of this Agreement that is reviewed for new risk assessments at least annually.

(H) Contractor shall implement the administrative, physical and technical safeguards disclosed in the Business Partner Security Checklist to protect Facility Information from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than the current version of the CIS Controls as published by the Center for Internet Security, Inc. or its successor organization, or corresponding standards adopted by the National Institute of Standards and Technology of the United States Department of Commerce, 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.

(I) Contractor shall return, destroy, or otherwise appropriately dispose of any written or digital data and copies thereof upon the termination or completion of this Agreement, or as otherwise provided by Applicable Law.

20.14 Press Releases and Media Contact. Upon the request of either Party, the Parties shall develop a mutually agreed joint press release to be issued describing the location, size, type and timing of the Project, the long-term nature of this Agreement, and other relevant factual information about the relationship. In the event during the Term, either Party is contacted by the media concerning this Agreement or the Project, the contacted Party shall inform the other Party of the existence of the inquiry and shall jointly agree upon the substance of any information to be provided to the media. For the avoidance of doubt, actions taken at public hearings and meetings do not qualify as a press release under this paragraph.

20.15 Forward Contract and Service Contract. The Parties hereby expressly acknowledge and agree that:

(A) The transaction contemplated under this Agreement constitutes a Forward Contract;

(B) Contractor is a Forward Contract Merchant; and

(C) The damages represent damages that are based on a commercially reasonable determinant of value, consistent with Bankruptcy Code § 562.

(D) This Agreement purports to be a "service contract" within the meaning of Section 7701(e) of the Internal Revenue Code, the Parties hereto intend it to be such, and this Agreement should be construed accordingly.

20.16 Contractor Affirmations Regarding Ownership and Financial Interest.

Contractor affirms that:

(A) No individuals holding more than five percent ownership or financial interest in the Contractor and none of the Contractor's principals have a relationship with any employee or official of the SNWA 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).

(B) No employee or official of the SNWA has any ownership or financial interest in the Contractor exceeding five percent.

(C) No employee or official of the SNWA has any involvement with the negotiation of this Agreement on behalf of the Contractor or involvement in the day-to-day activities of the Contractor.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Contractor:

Sloan Canyon Solar, LLC

By: _____

Name:
Title:

SNWA:

Southern Nevada Water Authority

By: _____

Name:
Title:

EXHIBIT A

NOTICE ADDRESSES, DESIGNATION OF OPERATING COMMITTEE REPRESENTATIVES AND BILLING CONTACTS

SNWA	Contractor
Notices: Scott Krantz Director Energy Management Southern Nevada Water Authority 100 City Parkway, Suite 700 Las Vegas, NV 89106 Phone: 702-281-5196 Email: Scott.Krantz@snwa.com With a copy to: Southern Nevada Water Authority Attention: General Counsel 1001 S Valley View Blvd. Las Vegas, NV 89153 generalcounsel@lvvwd.com	**Notices:** Phone: Email: With a copy to: Phone: Email:
Operating Committee Representative Scott Krantz Director Energy Management Southern Nevada Water Authority 100 City Parkway, Suite 700 Las Vegas, NV 89106 Phone: 702-281-5196 Email: Scott.Krantz@snwa.com **Alternate:** Nicholas Mingura Renewable Energy Program Manager Southern Nevada Water Authority 100 City Parkway, Suite 700 Las Vegas, NV 89106 Phone: 702-691-5393 Email: nicholas.mingura@snwa.com	**Operating Committee Representative** Phone: Email: **Alternate:** Phone: Email:

Real-Time Contact Information	**Real-Time Contact Information**
WAPA Real Time Desk Phone: 602-605-2557 Email: dswrealtimemkt@WAPA.GOV	Phone: Email:

EXHIBIT B

INSURANCE COVERAGES

Commercial General Liability Insurance

Contractor 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 not less than $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.

Business Automobile Insurance

Contractor shall maintain business auto insurance for any owned, non-owned, hired, or rented vehicle with a limit of not less than $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.

Workers Compensation & Employers Liability Insurance

To the extent that Contractor has employees, Contractor shall maintain statutory workers compensation insurance in accordance with the laws of the state where such compensation is payable. In addition, the insurance the Vendor maintains shall comply with Nevada Industrial Insurance Act, NRS Chapters 616 and 617, for all of its employees working on the Project as described in this contract.

Contractor shall maintain employers' liability insurance with limits of not less than $1,000,000 per accident and $1,000,000 each employee for injury by disease.

In the event the Contractor is permissibly self-insured for workers' compensation insurance in the State of Nevada, the Vendor shall deliver to the Owner a copy of the Certificate of Consent to self-insure issued by the State of Nevada.

EXHIBIT C

Interconnection Terms

1. PURPOSE OF INTERCONNECTION AND REPRESENTATIONS

The purpose of this document ("Interconnection Terms") is to ensure the Parties to the Agreement understand the mutual requirements associated with the interconnection and operation of the Project in parallel with the Interconnection Provider's System. For purposes of clarity, terms used but not defined herein have the meaning given to such terms in the Solar Facility Interconnection and Power Exchange Agreement between Sloan Canyon Solar, LLC and the Southern Nevada Water Authority dated as of [_____] (the "IPEA" or "Agreement") and these Interconnection Terms form a part of and are incorporated into the IPEA.

2. DESCRIPTION OF THE RENEWABLE ENERGY GENERATING FACILITIES; TERM; TERMINATION

2.1 The Project to be interconnected is generally described as follows:

Solar Photovoltaic 75 MW_{AC} (as may be adjusted for Demonstrated Capacity in accordance with the Agreement)

2.2 These Interconnection Terms shall become effective on the Effective Date and shall remain in effect for a period of twenty-five (25) years from the Commercial Operation Date, and shall be automatically renewed for each successive one-year period thereafter (collectively, the "Interconnection Term") unless terminated earlier in accordance with Section 2.3 of these Interconnection Terms.

2.3 These Interconnection Terms may be terminated by Contractor at any time by giving SNWA, as Interconnection Provider, sixty (60) days' written notice. If Contractor terminates these Interconnection Terms, then Contractor shall pay the construction costs to date at the time of termination of the Interconnection Terms, including all committed equipment costs, demobilization costs, the cost, if any, to terminate the Interconnection Project Access Rights and the cost to terminate construction contract(s) for the Interconnection Provider's Interconnection Facilities that Interconnection Provider cannot mitigate using commercially reasonable efforts.

2.4 The provisions of these Interconnection Terms shall survive the termination of the IPEA. To the extent these Interconnection Terms use any terms defined in the IPEA and not otherwise defined herein, such terms and their definitions shall survive the termination of the IPEA for the purposes of these Interconnection Terms.

3. INTERCONNECTION

3.1 The Project shall not be interconnected to the Interconnection Provider's System until the requirements of the Interconnection Terms have been met.

3.2 Interconnection Provider shall for the duration of the Interconnection Term provide interconnection service interconnecting the Project to the Interconnection Provider's Interconnection Facilities enabling the Interconnection Provider's Interconnection Facilities to receive electric energy from the Project at the Point of Delivery as described in the IPEA.

3.3 In accordance with these Interconnection Terms and the other provisions of the IPEA, Contractor shall:

3.3.1 provide to Interconnection Provider a copy of the final inspection clearance from the Governmental Authority having jurisdiction over the Facilities; and

3.3.2 if the Project has changed from the installation originally described and agreed to or will have a possible effect on the interconnection and protection equipment, submit a written, detailed explanation describing the changes and what necessitated the changes.

3.4 Contractor agrees to notify Interconnection Provider or its representative five (5) Business Days prior to initial testing. Interconnection Provider shall have the right to have a representative present at the initial testing of Contractor's protective apparatus.

3.5 To the extent that studies, upgrades or modifications to the Interconnection Provider's System are reasonably identified by Contractor or Interconnection Provider as necessary for the Project to interconnect with the Interconnection Provider's System in accordance with the terms of this Agreement including these Interconnection Terms, SNWA, in its capacity as Interconnection Provider, will use commercially reasonable efforts to complete such work (including design, engineering, procurement and construction) promptly and in accordance with Prudent Industry Practices. Interconnection Provider will keep Contractor advised regularly as to the progress of the foregoing activities.

4. DESIGN, CONSTRUCTION AND COMMISSIONING REQUIREMENTS FOR THE INTERCONNECTION FACILITIES

4.1 Contractor will design and maintain Contractor's Interconnection Facilities, and Interconnection Provider will design and maintain Interconnection Provider's Interconnection Facilities, to meet all applicable safety, reliability and power quality standards established by:

a) The National Electrical Code (NEC);

b) Underwriters Laboratories Inc. (UL);

c) The Institute of Electrical and Electronic Engineers (IEEE); and

d) Prudent Industry Practices.

4.2 Contractor shall maintain continuous power output at the Point of Delivery at a power factor within the range of 0.95 leading to 0.95 lagging.

4.3 Whenever the Project is operated in parallel with the Interconnection facilities and the frequency control and voltage regulators are capable of operation, it shall operate with its frequency control and voltage regulators in automatic operation. If the Project's frequency and voltage regulators are not capable of such automatic operation, Contractor shall immediately notify Interconnection Provider's system operator, or its designated representative, and ensure the Project's reactive power production or absorption (measured in MVARs) are within the design capability of the Project's generating unit(s) and steady state stability limits. Contractor shall not disconnect automatically or instantaneously from the Interconnection Facilities or trip any generating unit for an under or over frequency condition unless the abnormal frequency condition persists for a time period beyond the limits set forth in ANSI/IEEE Standard C37.106.

4.4 Contractor, at Contractor's cost and expense, will design and construct the Contractor's Interconnection Facilities in accordance with the terms and conditions of the Agreement including these Terms and Interconnection Provider, at Interconnection Provider's cost and expense, will design and construct Interconnection Provider's Interconnection Facilities in accordance with the terms and conditions of the Agreement including these Terms. SNWA, in its capacity as Interconnection Provider, and Contractor each will make commercially reasonable efforts to assist the other Party at such Party's request. Each Party's design of its respective Interconnection Facilities, including any changes to the Interconnection Facilities proposed following Commercial Operation and during the Term, shall be subject to the reasonable review and approval of the other Party, such approval not to be unreasonably withheld, conditioned or delayed, and otherwise consistent with the terms and conditions of the Agreement.

4.5 Interconnection Provider, with Contractor, will clearly establish the Point of Delivery as part of the final design of the Interconnection Facilities and will define, approve and maintain system protection and metering systems at the Project at Point of Delivery. Any failure of such equipment not arising from the actions or inactions of Interconnection Provider will be replaced by Interconnection Provider at Contractor's expense.

4.6 Contractor will be responsible for commissioning of the protection equipment and energization of the Project, in cooperation with the Interconnection Provider.

4.7 Contractor and the Interconnection Provider will amend these procedures and the Agreement as necessary to accommodate the final design of the Interconnection Facilities. If a Party intends to effect changes that reasonably may be expected to affect the other Party's Interconnection Facilities, that Party shall provide to the other Party sufficient information regarding such modification so that the other Party may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be confidential.

5. MAINTENANCE AND PERMITS FOR THE INTERCONNECTION FACILITIES

5.1 Each Party shall:

5.1.1 In cooperation with the other Party, obtain any governmental authorizations and permits required for the construction and commissioning of the Interconnection Facilities for which such Party is responsible; and

5.1.2 Reimburse each other for any and all claims, losses, and/or penalties it incurs as a result of such Party's failure to maintain any governmental authorizations and permits required for construction of the Interconnection Facilities for which such Party is responsible.

5.1.3 Perform routine inspection and testing of its facilities and equipment in accordance with Prudent Industry Practices as may be necessary to ensure the continued interconnection of the Project with the Interconnection Facilities and River Mountains System in a safe and reliable manner.

5.2 SNWA shall:

5.2.1 Maintain and operate the Interconnection Provider's Interconnection Facilities in a safe and prudent manner and in conformance with all applicable standards, laws and regulations and Prudent Industry Practices;

5.2.2 Obtain and maintain any governmental authorizations and permits required for the operation and maintenance of the Interconnection Provider's Interconnection Facilities; and

5.2.3 Prior to the Commercial Operation Date, in cooperation with Contractor, test Interconnection Provider's Interconnection Facilities to ensure safe and reliable operation.

6. ACCESS TO INTERCONNECTION FACILITIES

6.1 A Party ("Granting Party") shall furnish at no cost to the other Party ("Access Party") any rights of use, licenses, rights of way and easements with respect to the lands owned or controlled by Granting Party or its Affiliates, that are necessary:

6.1.1 Upon reasonable notice and supervision by a Party, to inspect the Interconnection Facilities and, if applicable, to read, maintain, or test meters;

6.1.2 At all times, for the Interconnection Provider to disconnect the Interconnection Facilities from the River Mountains System in the event of an Event of Force Majeure, emergencies on the River Mountains System, or a Forced Outage; and

6.1.3 At all times, to address any Emergency Condition.

7. INTERRUPTION OR REDUCTION OF DELIVERIES

7.1 Interconnection Provider may require Contractor to interrupt or reduce deliveries of Solar Energy Output:

7.1.1 When necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or part of the Interconnection Provider's System; or

7.1.2 If the Interconnecting Provider determines that curtailment, interruption, or reduction is necessary because of emergencies, Forced Outages or Force Majeure in compliance with Prudent Industry Practices.

7.2 Notwithstanding any other provision of this Agreement, if at any time Interconnection Provider determines that either 1) the Project or its operation may endanger Interconnection Provider personnel or 2) the continued operation of the Project may endanger the integrity of the Interconnection Provider's System, Interconnection Provider shall have the right to disconnect the Project from the Interconnection Provider's System. The Project shall remain disconnected until such time as Interconnection Provider is satisfied that the condition(s) referenced in this Section have been corrected and has provided Contractor with written authorization to reconnect the Facilities.

7.3 Interconnection Provider shall make a reasonable attempt to provide notice to Contractor prior to disconnection of Facilities. When it is not reasonable to provide notice prior to disconnection, Interconnection Provider shall provide notice to the Contractor within six (6) hours of disconnecting the Facilities.

7.4 Interruptions shall be made to preserve system stability once the River Mountains System transmission lines exceed their overall line ratings from the injection of generation sources. These aggregate limits are defined as follows:

Mead – Sloan Canyon: 406MVA

Sloan Canyon – Newport: 406MVA

Newport – Eastside: 406MVA

Mead – Eastside: 406MVA

7.5 The Project shall be limited to 113 MVA max generation (as may be adjusted for Demonstrated Capacity in accordance with the Agreement) output at the Point of Delivery. If it is observed that generation exceeds this at the Point of Delivery, the Interconnection Provider may after thirty (30) minutes notice to the Contractor or such shorter notice period to maintain reliable operations of the Interconnection Provider's facilities, automatically disconnect the Project, and Contractor will be expected to provide written explanation as to the reasoning for exceeding the limitation and provide proof that the issue has been corrected prior to being allowed to reconnect with the Interconnection Provider. After the first instance of exceedance of excess generation and explanation of corrective action pursuant to this Section 7.5, Interconnection Provider may automatically disconnect the Project without notice to the Contractor, and may take further operational action including but not limited to installation of equipment at Contractor's cost to adhere to the Project limitation.

8. NOTICES FROM CONTRACTOR RELATED TO INTERCONNECTION OR THE INTERCONNECTION FACILITIES

8.1 All notices must be in writing and shall be directed to the appropriate Interconnection Provider representative at the following address:

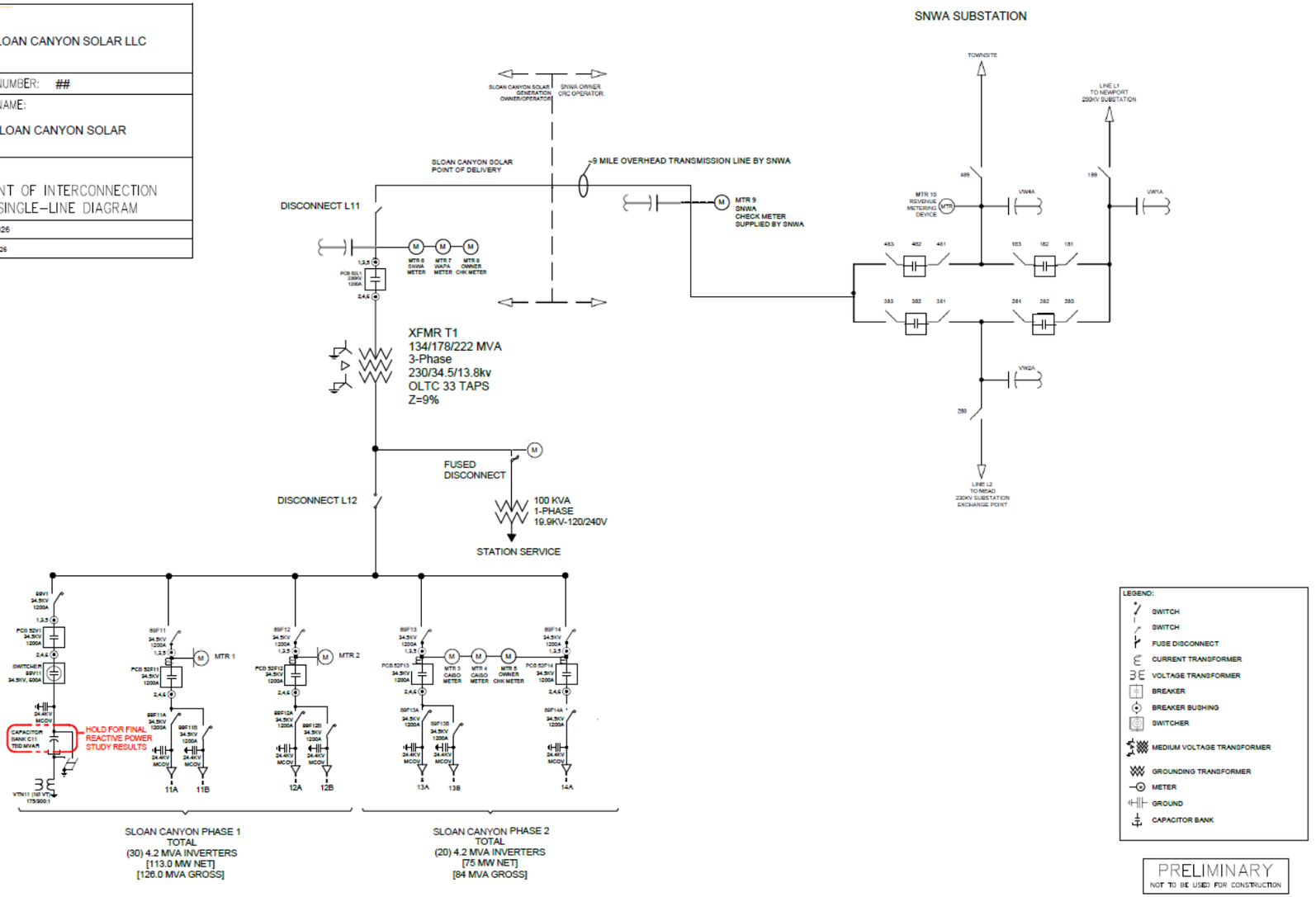
Scott Krantz
Director Energy Management
Southern Nevada Water Authority
100 City Parkway, Suite 700
Las Vegas, NV 89106
Phone: 702-281-5196
Email: Scott.Krantz@snwa.com

With a copy to:
Southern Nevada Water Authority
Attention: General Counsel
1001 S Valley View Blvd.
Las Vegas, NV 89153
generalcounsel@lvvwd.com

EXHIBIT D

Single Line Diagram

SLOAN CANYON SOLAR LLC
PROJECT NUMBER: ##
PROJECT NAME: SLOAN CANYON SOLAR
TITLE: POINT OF INTERCONNECTION SINGLE-LINE DIAGRAM
Rev. 2 - 8/25/2026
REV. 3 - 10/29/2026



LEGEND:
- SWITCH
- SWITCH
- FUSE DISCONNECT
- CURRENT TRANSFORMER
- VOLTAGE TRANSFORMER
- BREAKER
- BREAKER BUSHING
- SWITCHER
- MEDIUM VOLTAGE TRANSFORMER
- GROUNDING TRANSFORMER
- METER
- GROUND
- CAPACITOR BANK

PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION

EXHIBIT E

Exchange Fee Cap

Year	Exchange Fee Cap, $/kW-mo
1	$1.60
2	$1.60
3	$1.60
4	$1.60
5	$1.60
6	$1.60
7	$1.60
8	$1.60
9	$1.60
10	$1.60
11	$1.76
12	$1.76
13	$1.76
14	$1.76
15	$1.76
16	$1.76
17	$1.76
18	$1.76
19	$1.76
20	$1.76
21	$1.94
22	$1.94
23	$1.94
24	$1.94
25	$1.94
26	$1.94
27	$1.94
28	$1.94
29	$1.94
30	$1.94

EXHIBIT F
Interconnection Provider's Interconnection Project Milestones

***Milestones contained herein subject to extension as set out in the Agreement**

MILESTONE	COMPLETION DATE
Gen-Tie Construction	December 31, 2027

EXHIBIT G
Form of Arbitration Agreement

DOCUMENT 00 73 83

ARBITRATION AGREEMENT

AGREEMENT FOR SUBMISSION TO ARBITRATION

A dispute ("Dispute") has arisen between Southern Nevada Water Authority (the "Authority") and Sloan Canyon Solar, LLC ("Contractor"). The Dispute arises out of and is governed by the SOLAR FACILITY INTERCONNECTION AND POWER EXCHANGE AGREEMENT between Authority and Contractor (singularly a "Party" or collectively the "Parties"), dated _____ (the "Agreement"). The Agreement contains a dispute resolution provision requiring binding arbitration of all disputes. Terms not otherwise defined herein shall have the meaning set out in the Agreement. In accordance with the Agreement, the Parties agree as follows:

1. Selection of Arbitrator.

   a. For disputes that involve an amount in controversy less than $10,000,000:

Pursuant to Section 12.4.3.1 of the Agreement, the Parties have selected _____ as the arbitrator.

   b. For disputes that involve an amount in controversy equal to or greater than $10,000,000:

Pursuant to Section 12.4.3.1 of the Agreement, the Authority has appointed _____ as its neutral arbitrator, and Contractor has appointed _____as its neutral arbitrator (collectively the "Party-Appointed Neutral Arbitrators"). The Party-Appointed Neutral Arbitrators will select a third neutral arbitrator who will act as Chairperson of the Arbitration Panel.

Within five (5) business days after the full execution of this Agreement for Submission to Arbitration ("Arbitration Agreement"), the Parties will each select five (5) candidates for the third neutral arbitrator who are attorneys or retired judges, are affiliated with the American College of Construction Lawyers, or have construction and alternative dispute resolution experience ("Arbitration Chairman Candidates"). The Parties will have two business days to run their own conflict check on the candidates selected by the other side. To the extent there is a non-waivable conflict, a new candidate will be submitted.

Within two business days after the Parties' selection of the Arbitration Chairman Candidates, the Parties will submit a joint list of the ten selected Arbitration Chairman Candidates to the Party-Appointed Neutral Arbitrators to determine if there are objections, conflicts, bias, or other reasons the Party-Appointed Neutral Arbitrators object to a candidate. Additional candidates will then be provided by the Parties to replace any candidate stricken by the Party-Appointed Neutral Arbitrators until a list of ten acceptable Arbitration Chairman Candidates is agreed upon by the Party-Appointed Neutral Arbitrators.

Within three (3) business days after a final list of ten candidates have been selected, each Party shall then strike two Arbitration Chairman Candidates from the list and rank the remaining candidates in order of preference and submit their list to the Party-Appointed Neutral Arbitrators. The Arbitration Chairman Candidate with the highest combined ranking on the lists will then be designated by the Party-Appointed Neutral Arbitrators as the Arbitration Chairman and with the two Party-Appointed Neutral Arbitrators shall constitute the Arbitration Panel. (For the ease of comprehension of this Agreement, the Arbitration Panel will be defined as "Arbitrator" for the remainder of this Agreement.)

2. Location of the Arbitration. The arbitration will be conducted in Clark County, Nevada, or such other location as the Parties may agree.

3. Service of Communications. All notices related to the arbitration will be served upon the Parties in accordance with Section 17.1 of the Agreement. After selection of the Arbitrator, all papers, documents, and written communications will be served by the Parties directly upon each other and the Arbitrator simultaneously.

4. Time Limits and Schedules. The proceedings will be conducted in an expeditious manner and, to the extent possible, with a view to having the final award rendered within six (6) months after the selection of the Arbitrator. The Arbitrator may impose time limits it considers reasonable on each phase of the proceeding, including without limitation the time allotted to each Party for presentation of its case and for rebuttal.

5. Preliminary Hearing. Within twenty (20) days after the selection of the Arbitrator, an initial meeting among the Arbitrator and counsel for the Parties shall be held for the purpose of preparing a plan for the management of the arbitration. The management plan will be memorialized in an appropriate order ("Management Order"). The Management Order may address any appropriate subject, including but not necessarily limited to the following:

a. Specification of the issues to be decided;

b. Filing of detailed statements of claim and defense and prehearing and other memoranda;
c. Timetable for the conduct of the arbitration;
d. The scope, timing and types of discovery;
e. Exchange of documents and other evidence related to the claims and defenses;
f. Inspection of premises or other subjects of the Dispute;
g. Schedule and location of hearings;
h. Authentication of documents and other evidence;
i. The extent to which expert testimony will be required, utilization of neutral experts, and efficient management of expert witnesses; and
j. Any other matters that promote the efficient, expeditious and cost-effective management of the proceeding.

6. Discovery. The Arbitrator shall permit and facilitate such discovery as he determines to be appropriate, taking into account the needs of the Parties and the desirability of making discovery expeditious and cost-effective. Each Party will provide Initial Disclosures as described by the Nevada Rules of Civil Procedure Rule 26, as may be amended from time to time. Each Party will produce a privilege log designating documents withheld from discovery. Further discovery may include, upon a showing of a substantial, demonstrated need, oral depositions, the exchange of expert reports, and expert depositions. The Arbitrator may issue orders to protect the confidentiality of trade secrets and other confidential or proprietary information disclosed in discovery.

7. Fact Discovery. After consultation with the Parties, the Arbitrator shall establish a period not longer than ninety (90) days (the “Fact Discovery Period”) during which all factual discovery shall be conducted. If oral depositions are permitted by the Arbitrator, the fact witness depositions will be conducted in Las Vegas at each Party's own expense. The Parties will exchange a list of deponents within ten (10) days of the Panel’s issuance of the Management Order.

8. Expert Discovery. If expert witnesses and depositions are permitted by the Arbitrator, within three business days following completion of the ninety (90) day Fact Discovery Period, and after consultation with the Parties, the Arbitrator shall establish a period not longer than sixty (60) days during which all expert reports shall be produced and exchanged and all expert depositions conducted. For purposes of this paragraph, "expert" means any individual retained by the Parties specifically to testify at the Arbitration.

9. Neutral Experts. Whenever expert testimony is required, the Arbitrator shall freely use his power to designate a neutral expert or experts in consultation with the

Parties and shall explore with the Parties whether the retention of one or more neutral experts may obviate the need for expert testimony proffered by the Parties. If the Arbitrator retains one or more neutral experts, the cost of the neutral expert(s) shall be borne equally by the Parties.

10. Non-Dispositive Motions. The Arbitrator shall resolve any disputes regarding discovery and other non-dispositive issues upon motion. The moving Party shall file a motion only after conferring in good faith with the other Party. The Arbitrator will determine the briefing schedule and the length of briefs for non-dispositive motions.

11. Dispositive Motions. Dispositive motions will be decided by the Arbitrator according to the following procedures:

a. The movant must first submit a letter not exceeding three pages explaining the merits and showing how the motion will expedite and narrow the scope of the Arbitration. The other Party will have five business days to respond.
b. The Arbitrator will decide whether to proceed with more comprehensive briefing and argument on the proposed motion.
c. If the Arbitrator decides to hear the motion, briefing will be allowed limited to an opening brief of twenty (20) pages, a response not exceeding twenty (20) pages, and a reply not exceeding (ten) 10 pages.
d. The Parties agree that service of any pleading or motion may be effectuated by email. Response time will begin after the date of service.

12. Governing Law. The Arbitrator shall decide the Dispute pursuant to the substantive law of the State of Nevada. Except as stated in this Arbitration Agreement, the arbitration will be governed by the Nevada Uniform Arbitration Act of 2000; the Federal Arbitration Act shall not be used in accordance with this Arbitration Agreement. Discovery and other procedural matters may generally follow the Nevada Rules of Civil Procedure; provided, however, that the Parties will be free to agree upon, and the Arbitrator will be free to prescribe such discovery and other procedures as shall facilitate the fair, impartial and expeditious completion of the arbitration and strict compliance with the Nevada Rules of Civil Procedure will not be required.

13. Prehearing Submissions. Except as set forth in the Management Order, at least fourteen calendar days before the Arbitration Hearing, the Parties shall file with the Arbitrator and serve and exchange (1) a list of the witnesses they intend to call, including any experts; (2) a short description of the anticipated testimony of each such witness and an estimate of the length of the witness' direct testimony; (3) any written expert reports that may be introduced at the Arbitration Hearing; and (4) a list of all exhibits intended to be used at the Hearing. The Parties shall exchange with each other a copy of any such

exhibits to the extent that it has not been previously exchanged. The Parties shall pre-mark exhibits and shall attempt to resolve any disputes regarding the admissibility of exhibits prior to the Hearing.

The Arbitrator may require that each Party submit concise written statements of position, including summaries of the facts and evidence a Party intends to present, discussion of the applicable law and the basis for the requested Award or denial of relief sought. The statements, which may be in the form of a letter, shall be filed with the Arbitrator and served upon the other Parties at least seven calendar days before the Hearing date. Rebuttal statements or other pre-Hearing written submissions may be permitted or required at the discretion of the Arbitrator.

14. Evidentiary Proceedings. Evidentiary hearings will be conducted with reference to the Nevada Rules of Evidence; provided, however, that the Arbitrator will have broad discretion in the admission and consideration of evidence and no evidentiary ruling of the Arbitrator may constitute grounds for setting aside the arbitration award. The Arbitrator will actively manage the proceeding as it deems best in order to make it fair, expeditious, economical and less burdensome and adversarial than litigation. The Arbitrator may limit the presentation time allotted to each Party and it may exclude testimony and other evidence that it deems irrelevant, cumulative or inadmissible.

15. Transcripts. There shall be a stenographic transcript of the evidentiary proceedings, the cost of which will be borne equally by the Parties.

16. Interest, Attorney's Fees, Costs, and Exemplary Damages. The Arbitrator may grant pre-award and post-award interest as prescribed by the Project Agreement or, if the Project Agreement is silent, at the Nevada statutory rate. The Arbitrator may also award all or part of a Party's reasonable attorney's fees, professional fees, and costs expended, including the reimbursement of costs spent on the arbitration, including but not limited to the cost of the arbitrator, neutral expert(s) (if any), Party experts, transcripts, and hearing location, taking into account the final result of the arbitration, the conduct of the Parties and their counsel during the course of the arbitration, and other factors that the Arbitrator may deem to be relevant. The Arbitrator may not award exemplary or punitive damages except as provided by Nevada law and upon a showing by clear and convincing evidence that the offending conduct was committed deliberately with the subjective intent of causing substantial and irreparable harm.

17. Award. Unless otherwise agreed by the Parties, the Arbitrator will prepare a reasoned award within thirty (30) days of the close of the arbitration.

18. Time of the Essence. The Parties agree that time is of the essence and that they shall complete the discovery and hearing of the Dispute as expeditiously as possible.

19. Disclosure and Declaration of Neutrality. The Parties will require that the Arbitrator make a reasonable effort to learn and disclose to the Parties in writing: (a) all business or professional relationships the Arbitrator and or the Arbitrator's firms have had with the Parties, including all instances in which the Arbitrator served as an attorney for any Party or adverse to any Party; (b) any financial interest the Arbitrator has in any Party; (c) any significant social, business or professional relationship the Arbitrator has had with an officer of a Party or with an individual representing a Party in the arbitration; and (d) any other circumstances that may create doubt regarding the Arbitrator's impartiality in the arbitration. To the extent such disclosures indicate the inability of the Arbitrator to act impartially, such Arbitrator shall be excused. The Arbitrator will also declare his neutrality before the hearing by execution of a form provided by the Parties.

20. Communication with the Arbitrator. There shall be no *ex parte* communications related to this Arbitration between the Parties and the Arbitrator at any time after execution of this Arbitration Agreement.

21. Expenses. All reasonable expenses of the Arbitration, including the expenses of the Arbitrator, shall be borne as follows: fifty percent (50%) of such costs shall be paid by Authority and fifth (50%) shall be paid by Contractor, except as awarded in accordance with Section 16 of this Arbitration Agreement.

22. Entire Agreement. This Agreement constitutes the entire agreement of the Parties as to the subject matter hereof and supersedes all previous oral or written agreements between the Parties as to the subject matter.

SOUTHERN NEVADA WATER AUTHORITY	SLOAN CANYON SOLAR, LLC
By: [INSERT SIGNOR'S NAME]	By: [INSERT SIGNOR'S NAME]
Its: [INSERT TITLE]	Its: [INSERT TITLE]
Date: [INSERT DATE]	Date: [INSERT DATE]

EXHIBIT C
(to Option Agreement)

Data Privacy and Security Policy

(A) During the course of this Agreement, Contractor may create, receive, or have access to SNWA's Facility Information and the Facility Information SNWA's members ("Authority Members"). The Authority Members include Big Bend Water District, City of Boulder City, City of Henderson, City of Las Vegas, City of North Las Vegas, Clark County Reclamation District, and the Las Vegas Valley Water District. "Facility Information" means drawings, maps, plans, or records that reveal SNWA's or the Authority Members' 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 SNWA and the Authority Members. Facility Information is deemed to be Confidential Information of SNWA and the Authority Members.

(B) Contractor 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 performing its obligations under this Agreement;

(v) Not use, sell, rent, transfer, distribute, or otherwise disclose or make available Facility Information for its own purposes or for the benefit of anyone other than SNWA without SNWA's prior written consent;

(vi) Not, directly or indirectly, disclose Facility Information to any person other than its Authorized Persons, without SNWA's prior written consent. Authorized Persons means the Contractor's employees, contractors, subcontractors, consultants, subconsultants, agents, or auditors who have a need to know or otherwise access Facility Information to enable Contractor 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. Contractor acknowledges that it will be liable to SNWA for any and all damages the SNWA incurs from Contractor's failure to ensure that its Authorized Persons are contractually bound to comply with all provisions of this Data Privacy and Security section.

(C) CONTRACTOR ACKNOWLEDGES THAT THE UNLAWFUL DISCLOSURE OF SUCH RECORDS MAY SUBJECT CONTRACTOR 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 Contractor or by SNWA to the extent that Contractor has access to SNWA'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) Contractor shall:

(i) Notify SNWA of any Security Breach as soon as practicable, but no later than twenty-four (24) hours after Contractor 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 SNWA's contacts listed in the notice section of the Agreement;

(ii) At its own expense, coordinate and fully cooperate with the SNWA in SNWA's handling of the matter;

(iii) Use its best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach;

(vi) Maintain and preserve all documents, records, and other data related to any Security Breach; and

(vii) Reimburse SNWA for all actual costs incurred by the SNWA in responding to and mitigating damages caused by any Security Breach.

(F) Contractor acknowledges that any breach of its covenants or obligations set forth in this Data Privacy and Security Policy may cause SNWA irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, SNWA 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 SNWA 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) Contractor has completed and provided to SNWA the Business Partner Security Checklist providing accurate information on its security program including appropriate policies

and procedures. Contractor agrees to maintain a comparable or better information security program to that disclosed in the Business Partner Security Checklist throughout the course of this Agreement that is reviewed for new risk assessments at least annually.

(H) Contractor shall implement the administrative, physical and technical safeguards disclosed in the Business Partner Security Checklist to protect Facility Information from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than the current version of the CIS Controls as published by the Center for Internet Security, Inc. or its successor organization, or corresponding standards adopted by the National Institute of Standards and Technology of the United States Department of Commerce, 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.

(I) Contractor shall return, destroy, or otherwise appropriately dispose of any written or digital data and copies thereof upon the termination or completion of this Agreement, or as otherwise provided by Applicable Law.

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

November 19, 2026

Subject:
Agreement

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

Recommendations:
That the Board of Directors approve and authorize the General Manager to negotiate and execute four Collaborative Large Scale Dry Cooling Conservation Incentive and Research Partnership agreements for an amount not to exceed $15,000,000 per project.

Fiscal Impact:
The requested maximum of $15,000,000 for one project is available in the Authority's Operating Budget. Funds for future year expenditures will be budgeted accordingly.

Background:
On December 20, 2021, the Board of Directors adopted a resolution supporting a moratorium on cooling and heating mechanisms that consumptively use water in all new developments and establishments within the service area of the Authority's purveyor members (except for single-family residences). Since that time, applicable regulatory codes, ordinances and policies have been adopted valley-wide to implement this change.

While new cooling technologies have already delivered substantial water savings in new development, there is limited local experience deploying and operating these systems at the scale required for the region's largest cooling loads. As developers move forward with large-scale projects, important questions remain regarding energy consumption, peak demand impacts, reliability, maintenance requirements, lifecycle costs, operational resilience, and performance during extreme weather conditions, including periods of extreme heat. The Authority has a unique opportunity to partner with early adopters to evaluate real-world performance, collect operational data, identify implementation challenges, and develop industry best practices.

If approved, this agenda item would authorize the General Manager to negotiate four Collaborative Large Scale Dry Cooling Conservation Incentive and Research Partnership agreements based upon the following program elements:

1. Eligible projects must include a central cooling plant with a minimum installed capacity of 5,000 tons and a local capital investment of $600 million or more.
2. The central cooling plant must reject heat exclusively through non-evaporative means. Systems currently prohibited by code and/or service rules are not eligible.
3. Participation is limited to projects with significant human occupancy, such as resorts, hospitals, and sports or entertainment venues where cooling systems are designed to maintain occupant comfort, indoor air quality, and environmental conditions that differ substantially from industrial process-driven applications.

4. Incentive funding shall equal up to 15% of eligible central plant costs, with a maximum incentive of $15 million per project. Incentive funding will be rebated upon obtaining a certificate of occupancy.
5. Eligible costs shall be determined by the Authority and may include heat rejection equipment, chilling equipment, pumps, controls, thermal energy storage, and other infrastructure directly required to support the non-evaporative cooling plant.
6. In exchange for funding, project owners shall:
    a. Appropriately equip their system to provide long-term monitoring with reporting requirements sufficient to evaluate system performance across varying operating conditions, seasonal demand profiles, and extreme weather events. This includes access to operational, water, energy, maintenance, and performance data. This data shall be provided in an annual report to the Authority for at least 5 calendar years of operations. Data shall also be provided digitally.
        i. Project owner will work to ensure energy use for cooling can be monitored independent of other site uses.
    b. Before, or concurrent with, the issuance of a certificate of occupancy, provide the Authority with a commissioning report that demonstrates, through independent verification, that the cooling system has been tested, balanced, and is operating within established design parameters.
    c. Support monitoring, research, and evaluation activities by conducting annual meetings with Authority Staff and project operations and engineering staff to discuss and characterize any relevant issues to others looking to adopt similar technology at a similar scale.
    d. Allow for at least four annual facility tours, technical site visits, or demonstration opportunities in partnership with the Authority.
    e. Participate in at least four annual educational, technical, or industry outreach activities in partnership with the Authority.

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

JJE:CNP:ZLM:eb
Attachments: None

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

November 19, 2026

Subject: Resolution
Petitioner: Colby N. Pellegrino, Deputy General Manager, Resources
Recommendations: That the Board of Directors approve a resolution to support the implementation of Nevada's nonfunctional turf prohibition.

Fiscal Impact:
None by approval of the above recommendation.

Background:
Assembly Bill 356, approved during Nevada's 81st Legislative Session (2021), prohibits the use of Colorado River water to irrigate turfgrass deemed nonfunctional. Assembly Bill 220, approved during Nevada's 82nd Legislative Session (2023) specified that the prohibition did not apply to properties that are "used exclusively as a single-family residence." In accordance with the law, the Authority and its Board of Directors approved a plan in January 2022 for nonfunctional turf removal in the community

The Authority has regularly communicated with property owners about the upcoming deadline and continues to offer incentive rebates for owners interested in converting their grass before the law goes into effect on January 1, 2027. The Authority's member agencies are moving forward updating local service rules and codes to include irrigation of nonfunctional turf with Colorado River water as water waste.

If approved, this resolution supports member agency actions intended to encourage conservation by charging for water waste when customers irrigate nonfunctional turf with Colorado River water. Additionally, it supports delaying charging water waste fees for water used on nonfunctional turf until 2028 (or until 2029 with an abatement agreement) to allow additional time for property owners to complete conversion projects and waiver applications. Moreover, the Authority is also committing to offering a Water Smart Landscapes Program rebate for eligible properties through 2028.

This action is authorized pursuant to A.B. 356 and A.B. 220 and Sections 5(p) and 6(p) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this resolution.

JJE:CNP:ZLM:KH:eb
Attachment: Resolution

AGENDA ITEM # 17

RESOLUTION

A Resolution Supporting the Local Enforcement of the Non-Functional Turf Ban

WHEREAS, the Southern Nevada Water Authority ("Authority) is a political subdivision of the State of Nevada created by a Cooperative Agreement among the 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 (f/k/a Clark County Sanitation District) and the Las Vegas Valley Water District;

WHEREAS, the Authority is the regional water entity responsible for managing and developing water supplies to meet current and future water demands of Southern Nevada, which includes a comprehensive regional water conservation program to reduce water demands;

WHEREAS, approximately 90 percent of the water used by the Authority's purveyor members is from the Colorado River accessed through Authority facilities in Lake Mead;

WHEREAS, the Colorado River continues to face decades of prolonged, severe drought conditions, causing significant declines to water storage reservoirs and availability throughout the river system;

WHEREAS, landscape irrigation consumes more than half of Nevada's Colorado River allocation and represents Southern Nevada's largest consumptive water use;

WHEREAS, the Department of the Interior issued the Record of Decision for the Post-2026 Colorado River Operations Final EIS, that, if implemented, allows the Secretary of Interior to reduce Nevada's existing Colorado River allocation by 71 percent, significantly affecting the Authority's ability to meet current water demands;

WHEREAS, in 2021, the State of Nevada passed the Conservation of Colorado River Water Act (as amended, the "Act"), a law prohibiting the irrigation of non-functional turf with Colorado River water beginning on January 1, 2027, among other things; and

WHEREAS, the Southern Nevada Water Authority's Board of Directors established, as set forth in Nevada State Law, the Nonfunctional Turf Removal Advisory Committee, which Committee made recommendations to the Board on the definitions of nonfunctional turf in Southern Nevada;

WHEREAS, the Authority's Board of Directors approved definitions of functional and nonfunctional turf as recommended by the Committee, which have been, or may be, incorporated into the service rules and municipal codes of the Authority's purveyor member agencies;

WHEREAS, the Authority will identify nonfunctional turf to its purveyor member agencies to help facilitate cessation of irrigation of non-functional turf; and

WHEREAS, Section 39(3) of the Act permits the General Manager or his or her designee to approve an extension or a waiver from (a) the prohibition in the Act or (b) the provisions of the plan developed pursuant to the Act

NOW, THEREFORE, BE IT RESOLVED that:

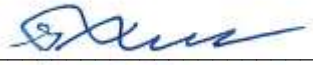
1. The Authority has identified areas where nonfunctional turf remains in the community and has communicated this information to property owners.
2. The Authority considers waivers and waiver appeals to properties whose turf substantially complies with functional turf definitions and will continue to review waivers and respond to waivers. To date, deadlines have not been identified to property owners requesting waivers.
3. The Authority will establish deadlines and process expectations as described below:
    a. By April 1, 2027, a property owner can apply for a waiver for turf that substantially complies with functional turf definitions.
    b. By July 1, 2027, the Authority will process all waiver applications received and notify affected property owners whether a waiver is granted, partially granted, or denied.
    c. Affected property owners will then have until September 1, 2027, to file an appeal of any such decision, if desired.
    d. By December 1, 2027, the Authority will process all waiver appeals and notify affected property owners whether their appeal is granted, partially granted, or denied.
    e. No later than January 1, 2028, the Authority will provide its applicable member agencies with a list of properties with remaining nonfunctional turf to which no waiver applies.
4. The Authority will continue to, as its normal course of business, grant waivers for landscape/streetscape strips located on the parcel of any single-family residence. The granting of such waiver does not in any way modify the relationship, rights, or obligations between any single-family resident and its homeowners association(s).
5. The Authority will continue to maintain rebates to help property owners facilitate the removal of nonfunctional turf through January 1, 2029.
6. The Authority's purveyor member agencies help protect water resources by enforcing the Act.
7. To encourage compliance with the law, the Authority supports charging customers for water waste when irrigating nonfunctional turf after January 1, 2028.
8. The Authority supports its purveyor member agencies waiving water waste charges 1) for nonfunctional turf located in a landscape/streetscape strip on any parcel identified in Section 3 of this Resolution and 2) for calendar year 2028 for property owners who have communicated their intent to remove their nonfunctional turf to their water provider by entering into an abatement agreement.

INTRODUCED, PASSED AND APPROVED THIS _____ day of _____, 2026.

Attest: Southern Nevada Water Authority

_____	_____
John J. Entsminger, General Manager	Marilyn K. Kirkpatrick, Chair

Approved as to Form:



Gregory J. Walch, General Counsel

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

November 19, 2026

Subject:
2027 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 2027, in the maximum principal amount of $217,035,000, 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, and pledged sales tax. Any refunding under this authorization will lower debt service costs.

Background:
In 2017, Clark County, through the Clark County Municipal Bond Bank (Bond Bank), purchased the Southern Nevada Water Authority, Water Revenue Refunding Bonds, Series 2017 (2017 Bonds). Today, the Authority seeks to refund these bonds for savings by issuing a refunding bond to the Bond Bank.

On September 1, 2026, the Las Vegas Valley Water District Board of Directors adopted a consent resolution in support of refunding the 2017 Bonds. On September 17, 2026, the Authority adopted a request resolution asking the Clark County Board of County Commissioners (BCC) to refund the 2017 Bonds. On October 20, 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 November 5, 2026, the DMC made a finding that no increase in ad valorem tax is anticipated with respect to refunding the 2017 Bonds.

Under NRS 244A.013 to 244A.065 (County Bond Law), municipal securities may be sold to the Bond Bank by private sale. Following private negotiation pursuant to the County Bond Law Act, the Authority will sell its Water Revenue Refunding Bonds, Series 2027 (2027 Bonds) to the Bond Bank to refund the 2017 Bonds. This 2027 Revenue Refunding Bond Resolution authorizes issuance of the 2027 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, 2026, requires refundings to achieve at least 3 percent net present value savings. As of October 23, 2026, this refunding is projected to generate net present value savings of $2,798,600 (3.08 percent). Actual savings realized at the time of the sale may vary due to market volatility and other factors that could affect bond pricing. 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 Sections 2 and 3 of the Southern Nevada Water System Act of 1995, chapter 393, Statutes of Nevada 1995; NRS 277.0705 through 277.0755; 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:JP:kn
Attachment: 2027 Revenue Refunding Bond Resolution

AGENDA ITEM # **18**

Summary - a resolution authorizing the issuance by the Southern Nevada Water Authority of its Water Revenue Refunding Bonds, Series 2027, 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 "2027 REVENUE REFUNDING BOND RESOLUTION"; PROVIDING FOR THE ISSUANCE OF ITS WATER REVENUE REFUNDING BONDS, SERIES 2027; 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 2017 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 2027" (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 2017 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 "2027 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) "2017 Bonds" means the "Southern Nevada Water Authority, Water Revenue Refunding Bonds, Series 2017," issued by the Authority.

(3) "2021 Bonds" means the "Southern Nevada Water Authority, Water Revenue Refunding Bonds, Series 2021," issued by the Authority.

(4) "2022 Bonds" means the "Southern Nevada Water Authority, Water Revenue Refunding Bonds, Series 2022," issued by the Authority.

(5) "2026 Bonds" means the "Southern Nevada Water Authority, Water Revenue Refunding Bonds, Series 2026," issued by the Authority.

(6) "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.

(7) "District" means the Las Vegas Valley Water District or any successor thereto.

(8) "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.

(9) "LVVWD Bond Repayment Agreement" means the "Amended and Restated SNWA/LVVWD Master Bond Repayment Agreement" dated as of November 16, 2023.

(10) "LVVWD Bonds" means the: 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 SNWA Pledged Revenues) Water Refunding Bonds, Series 2026A.

(11) "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.

(12) "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 2026 Bonds, the 2022 Bonds, the 2021 Bonds, and the 2017

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.

(13) "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.

(14) "Purchaser" means Clark County, Nevada, through the municipal bond bank of the County.

(15) "Paying Agent" means the Treasurer or any successor serving as paying agent for the Bonds.

(16) "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.

(17) "Registrar" means the Treasurer or any successor serving as registrar for the Bonds.

(18) "Regular Record Date" means the fifteenth day of the calendar month next preceding each interest payment date.

(19) "Single Bond" means the single registered, negotiable water revenue refunding bond issued hereunder in lieu of serial bonds.

(20) "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.

(21) "SNWA Parity Bonds" means the Outstanding 2026 Bonds, 2022 Bonds, 2021 Bonds, and 2017 Bonds.

(22) "SNWS Operating Agreement" means the Southern Nevada Water Authority 2012 Amended Facilities and Operating Agreement effective as of September 5, 2012, as amended.

(23) "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.

(24) "State" means the State of Nevada.

(25) "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.

(26) "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.

(27) "Treasurer" means the Treasurer of the Authority.

(28) "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 Bonds shall mature at such time or times not exceeding the remaining estimated life or estimated period of usefulness of the facilities being refinanced with the proceeds of the Bonds.

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 2027" in the aggregate principal amount as set forth in the Certificate of the Treasurer (not to exceed $217,035,000). 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 June 1 and December 1 of each year, commencing on the June 1 or December 1 that is at least one month following the issuance of the Bonds; 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 13 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 2027

No._____ **$_____**

Interest Rate	**Maturity Date**	**Dated As of**	**CUSIP**
_____%	**June 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 June 1 and December 1 of each year, commencing on [_____], 2027, 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 "2027 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 _____ __, 2027.

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 2027

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 "2027 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 June 1 and December 1 of each year commencing on [_____], 2027, and said installments of principal bearing interest at the rates, and being payable on June 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 _____ __, 2027, 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 2017 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 2027, Costs of Issuance Account" (the "Costs of Issuance Account");

(2) "Southern Nevada Water Authority, Water Revenue Refunding Bonds, Series 2027, 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 2027 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 November 19, 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 November 19, 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 November 19, 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

November 19, 2026

Subject:
Annual Comprehensive Financial Report

Petitioner:
Paul Johnson, Chief Financial Officer

Recommendations:
That the Board of Directors accept the Authority's Annual Comprehensive Financial Report, including the corresponding Independent Auditor's Report on Financial Statements and Other Supplementary Information for the Fiscal Year ended June 30, 2026, and authorize its submission to the Nevada Department of Taxation.

Fiscal Impact:
None by approval of the above recommendation.

Background:
The Authority prepared an Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2026. This report contains the Authority's financial statements and the related notes to the financial statements, which were audited by the Authority's independent auditor, Baker Tilly US, LLP, who then prepared an Independent Auditor's Report on Financial Statements that is included within the report. The ACFR is also comprised of Other Supplementary Information as required by the Nevada Department of Taxation.

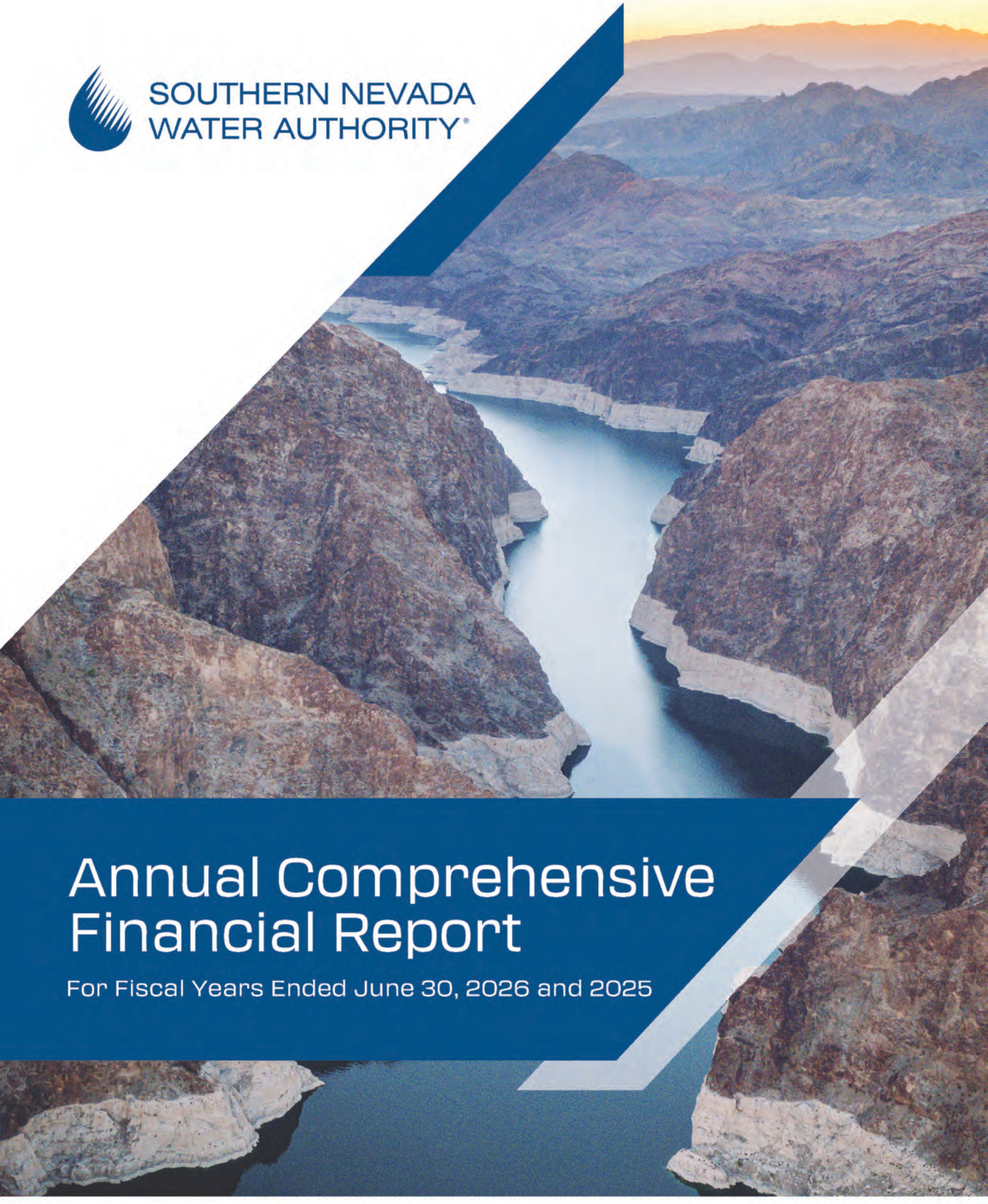
The Authority's ACFR, containing the Independent Auditor's Report on Financial Statements and the Other Supplementary Information, is now presented to the Board of Directors for approval, as required by NRS 354.624(6). Upon acceptance, the ACFR will be submitted to the Nevada Department of Taxation in accordance with NRS 354.624(6) and applicable State of Nevada regulations.

This action is authorized pursuant to NRS 354.624 and Section 6(p) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this agenda item.

JJE:PJ:MSH:ET:kn
Attachment: SNWA Annual Comprehensive Financial Report

AGENDA ITEM # **19**

SOUTHERN NEVADA WATER AUTHORITY®



Annual Comprehensive Financial Report

For Fiscal Years Ended June 30, 2026 and 2025

On the Cover

Lake Mead's blue waters providing a striking contrast to the rugged mountains and arid terrain of Southern Nevada. More than a scenic reservoir, Lake Mead serves as a vital resource for the region, supplying approximately 90 percent of Southern Nevada's water through the Colorado River system.

As the community's primary water source, the lake plays a critical role in supporting the residents, businesses and visitors who rely on a dependable water supply in the Mojave Desert.



SOUTHERN NEVADA WATER AUTHORITY™

Annual Comprehensive Financial Report

Fiscal Years Ended June 30, 2026 and 2025

John J. Entsminger
General Manager

Paul Johnson
Chief Financial Officer

Mariliese S. Horsewood
Director of Finance/Controller

Prepared by the Accounting Division of the Finance Department
1001 South Valley View Boulevard, Las Vegas, Nevada 89153
(702) 258-3224 www.snwa.com

THIS PAGE LEFT
INTENTIONALLY BLANK

Introductory Section (Unaudited)

- Table of Contents
- Letter of Transmittal
- List of Principal Officials
- Map of Service Area
- Organizational Chart
- Certificate of Achievement for Excellence in Financial Reporting

SOUTHERN NEVADA WATER AUTHORITY™

SOUTHERN NEVADA WATER AUTHORITY

Table of Contents

For the Fiscal Years Ended June 30, 2026 and 2025

Introductory Section (Unaudited)

Table of Contents ... 1
Letter of Transmittal ... 3
List of Principal Officials ... 9
Map of Service Area ... 10
Organizational Chart ... 11
Certificate of Achievement for Excellence in Financial Reporting ... 12

Financial Section

Independent Auditors' Report ... 13
Required Supplementary Information (Unaudited)
Management's Discussion and Analysis ... 16
Basic Financial Statements
Statements of Net Position ... 25
Statements of Revenues, Expenses, and Changes in Net Position ... 27
Statements of Cash Flows ... 28
Notes to Basic Financial Statements
Note 1. Summary of Significant Accounting Policies ... 30
Note 2. Stewardship, Compliance, and Accountability ... 38
Note 3. Cash and Cash Equivalents ... 38
Note 4. Investments ... 39
Note 5. Due from Member Agencies ... 44
Note 6. Receivables ... 45
Note 7. Inventories and Prepaid Expenses ... 47
Note 8. Capital Assets ... 48
Note 9. Natural Resource Rights ... 50
Note 10. Construction In Progress ... 53
Note 11. Water Recharge Inventory ... 53
Note 12. Deferred Outflows and Inflows of Resources ... 54
Note 13. Accounts Payable ... 55
Note 14. Commitments, Reserves, and Contingencies ... 55
Note 15. Due to Related Party ... 58
Note 16. Asset Retirement Obligations ... 58
Note 17. Long-Term Debt ... 59
Note 18. Capital Contributions ... 67
Note 19. Risk Management ... 68
Note 20. Joint Venture ... 69
Note 21. Subsequent Events ... 69
Supplementary Information
Budgetary Comparison - Statement of Revenues, Expenses, and Changes in Net Position ... 70
Budgetary Comparison - Statement of Cash Flows ... 71

SOUTHERN NEVADA WATER AUTHORITY
Table of Contents
For the Fiscal Years Ended June 30, 2026 and 2025

Statistical Section (Unaudited)

Information on Financial Trends
- Net Position by Component ... 72
- Changes in Net Position ... 73

Information on Revenue Capacity
- Wholesale Delivery Charge By Purveyor Member ... 75
- Wholesale Delivery Charge Rates ... 76
- Regional Infrastructure Charge By Purveyor Member ... 77
- Regional Infrastructure Charge Rates ... 78
- Regional Connection Charge By Purveyor Member ... 80
- Regional Connection Charge Rates ... 81
- Regional Commodity Charge By Purveyor Member ... 83
- Regional Commodity Charge Rates ... 84

Information on Debt Capacity
- Ratios of Outstanding Debt ... 85
- Ratios of General Bonded Debt ... 86
- Information About Debt Limitations and Pledged Revenue Coverage ... 87
- Pledged Revenue Coverage ... 88

Demographic and Economic Information
- Demographic and Economic Information in Clark County, Nevada ... 89
- Ten Largest Property-Owning Taxpayers in Clark County, Nevada ... 90
- Employment by Industry Sector in the Las Vegas Metropolitan Area ... 91
- Building Permits Issued in Clark County, Nevada ... 92

Operating Information
- Water Delivered by the Southern Nevada Water System ... 93
- Authorized Full-Time Equivalent Employees by Department ... 94
- Capital Expenditures ... 95
- Capital Asset Statistics ... 96

Other Information
- Lake Elevations by Quarter Measured in Feet at the Dams ... 97
- Debt History ... 98
- Individual Debt Service Schedules ... 105

Independent Auditors' Report on Internal Control and Compliance

- Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* ... 115

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

October 22, 2026

To the Board of Directors
and Member Agencies

We are pleased to present the Annual Comprehensive Financial Report (ACFR) of the Southern Nevada Water Authority (SNWA) for the fiscal year ended June 30, 2026. Nevada Revised Statute (NRS) 354.624 and bond covenants require an annual audit of the SNWA's basic financial statements conducted in accordance with generally accepted auditing standards in the United States. The presentation of this ACFR is intended to satisfy those requirements.

Management is responsible for the contents of this ACFR, which conforms with generally accepted accounting principles in the United States (GAAP). Management has established a comprehensive framework of internal controls to provide a reasonable basis for asserting that the basic financial statements are presented fairly and free of material misstatement. Because the cost of internal controls should not outweigh their anticipated benefits, they are designed to provide reasonable, rather than absolute, assurance.

The basic financial statements were audited by Baker Tilly US, LLP. Based on the audit, the independent auditor concluded that there was a reasonable basis for rendering an unmodified ("clean") opinion that the basic financial statements are fairly presented in conformity with GAAP. The independent auditor's report is located as the first component of the financial section of this report.

Management's Discussion and Analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis to accompany the basic financial statements. This letter of transmittal is intended to complement the MD&A and should be read in conjunction with it.

PROFILE OF THE SNWA

The SNWA treats and delivers wholesale water to its purveyor members that serve the major metropolitan areas of Clark County, Nevada. This includes the world-famous Las Vegas Strip known for its concentration of resort hotels and casinos. In 2025, the SNWA's service area population was 2.4 million. This service area is arid desert characterized by small amounts of precipitation, little snow, low humidity, abundant sunshine, short and relatively mild winters, long hot summers, and wide extremes in daily temperatures.

The SNWA is a political subdivision of the State of Nevada (State), created in 1991 by a cooperative agreement among the SNWA's member agencies. The SNWA addresses Southern Nevada's unique water needs on a regional basis and is charged with acquiring and managing current and future water resources for Southern Nevada, constructing and managing regional water facilities, and promoting water conservation. The SNWA is governed by a seven-member Board of Directors (Board) comprised of one director from each of its seven member agencies. The SNWA has no employees of its own as the Las Vegas Valley Water District (LVVWD) serves as the operating agent for the SNWA. The General Manager and officers of the SNWA are appointed by the Board and serve the LVVWD in the same capacity. Because its operations are autonomous from its member agencies and the State, the SNWA's financial statements are not included in the financial statements of any other entity. The SNWA's mission statement is to:

"Provide world class water service in a sustainable, adaptive and responsible manner to our customers through reliable, cost-effective systems"

The annual budget serves as the foundation of the SNWA's financial planning and control systems. As required by NRS 354, the Board approves the SNWA's budget annually following a public hearing. A copy of the approved budget is then submitted to the Nevada Department of Taxation. The State requires budgets to be submitted on a fund basis; the SNWA has only one fund, an enterprise fund. Although the legal level of budgetary control is at the fund level, the SNWA exercises budgetary control at the department and division levels.

FACTORS AFFECTING FINANCIAL CONDITION

Local Economy – Economic conditions in Southern Nevada present a mixed but generally positive outlook. Population, employment, and visitor volume are expected to continue growing through 2026, although the pace of growth is projected to moderate in 2027. While forecasts anticipate declines in gaming revenue, current economic data suggest the local economy remains resilient, supported by improving labor market conditions, increased visitor activity, and strong consumer spending.

Economic Forecast (CBER Outlook Report, November 2025)

The University of Nevada, Las Vegas Center for Business and Economic Research (CBER) projects the following trends for Southern Nevada:

- Population growth of 1.5 percent in 2026 and 1.4 percent in 2027.
- Employment growth of 1.3 percent in 2026 and 0.1 percent in 2027.
- Visitor volume growth of 2.4 percent in 2026, followed by a slight decline of 0.2 percent in 2027.
- Gross gaming revenue declines of 3.0 percent in 2026 and 1.9 percent in 2027.

Current Economic Indicators

Recent data indicate that many areas of the Clark County economy are continuing to strengthen in 2026:

- The unemployment rate declined from 5.8 percent in June 2025 to 5.2 percent in June 2026.
- Visitor volume reached 3.5 million in May 2026, an increase of nearly 70,000 visitors compared with May 2025.
- Clark County gaming revenues averaged nearly $1.2 billion per month during March, April, and May 2026, approximately $100 million more per month than during the same period in 2025.
- Convention attendance averaged 635,100 visitors during the first five months of 2026, slightly exceeding the same period in 2025.
- Taxable sales reached $5.8 billion in May 2026, an increase of 6.7 percent compared with May 2025.

Several factors could influence the economic outlook over the next two years. Although inflation has moderated from elevated levels experienced in recent years, higher prices continue to affect consumer purchasing power and discretionary spending. Interest rates remain above pre-pandemic levels, which may continue to constrain borrowing and investment despite expectations for additional rate reductions. Global tariffs could increase costs for businesses and consumers, particularly in the retail and hospitality sectors, placing upward pressure on prices. In addition, geopolitical instability, including the ongoing Russia-Ukraine conflict and tensions involving Iran and the broader Middle East, could contribute to volatility in energy markets, supply chains, and broader economic conditions. Despite these risks, current indicators suggest Southern Nevada's economy remains on stable footing heading into 2027.

Long-Term Financial Planning – The SNWA's comprehensive capital plans are developed in conjunction with financial plans that utilize practical methods of paying future capital expenditures and debt service obligations.

Capital projects for the SNWA are initiated in response to identified needs for improvements to the facilities that provide for treatment and delivery of water supplies to the members of the SNWA. These improvements include (1) new facilities to expand or enhance treatment and distribution capabilities; (2) new water resources to expand or extend available water supplies; and (3) the repair, upgrade or replacement of existing facilities.

The SNWA develops capital plans as needed, which the Board reviews and approves. The capital plans identify projects and initiatives for new facilities, acquisition of water and energy resources, and other capital-related activities. They also identify estimated costs and schedules for all approved projects and initiatives. The Finance Department models these costs to project the size and timing of future bond issuances, as well as any revenue enhancements that would be needed to pay for future costs.

Debt Activity - As of June 30, 2026, the SNWA has $2.8 billion in outstanding debt (see Note 17). The SNWA is required to set rates and charges at levels sufficient to cover all operating costs and debt service when combined with accumulated funds. The SNWA remains in compliance with its bond covenants.

The SNWA has four options to sell debt:

- LVVWD may issue general obligation debt on behalf of the SNWA under the Master Bond Repayment Agreement;
- Borrow through the Nevada Municipal Bond Bank or the State Revolving Fund loan program, in which the SNWA issues a bond to the State and the State in turn issues State General Obligation bonds (pursuant to 1997 Nevada legislation);
- Borrow through the Clark County Bond Bank, in which the SNWA issues a bond to the County and the County in turn issues County General Obligation bonds (pursuant to 1999 Nevada legislation); or
- Issue revenue bonds in its own name, recognizing that the SNWA does not have the power to levy property taxes and issue general obligation bonds.

The credit ratings as of June 30, 2026, are listed below.

	Moody's	Standard & Poor's
LVVWD	Aa1	AA+
State of Nevada Bond Bank	Aa1	AAA
Clark County Bond Bank	Aa1	AAA

Relevant Financial Policies – Budgets are developed to maintain balance between revenues and expenditures. Budgets are the financial road maps that assist engineering, operational, and administrative departments in performing their daily duties in a financially prudent manner and support the Finance Department in providing fiscal plans that can generate sufficient revenues to pay for projected expenditures.

The SNWA regards its reserves as a critical component of its fiscal health and one of the most important metrics supporting its strong credit ratings. Reserves are monitored regularly, and revenue shortfalls are managed through a combination of methods. Fees and charges are adjusted to maintain required debt service coverage and sufficient working capital. Reserves are used sparingly. When used, the reserves are compared to long-range projections, and modifications to revenue and expense streams are made as needed.

Reserves and unspent bond proceeds are invested whenever practical in obligations of the U.S. government, obligations of government-sponsored agencies, corporate bonds, and other security types authorized by the investment policy. Investments are purchased through recognized and regulated brokers dealing in government securities. All investments are held by a third-party custodian in the SNWA's name or are insured or collateralized with securities held by a third party in the SNWA's name.

The SNWA's reserve policy provides guidance for maintaining adequate reserves. It 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. Maintaining adequate reserves helps to ensure stable services and fees and allows the SNWA to better respond to unforeseen negative changes in the local economy while providing a high quality and reliable water supply to purveyor members. In addition, prudent reserves, along with a formal reserve policy, are a key factor rating agencies consider in their evaluation of creditworthiness.

Major Initiatives – The SNWA consistently evaluates opportunities to conserve water, improve water system reliability, increase efficiencies and diversify water resources through various efforts. The following were major initiatives for fiscal year 2025-2026:

Highlights

- Colorado River Basin conditions remain severely stressed, with Lakes Mead and Powell at roughly one-third of capacity, reinforcing the need for continued water resource management and conservation efforts.
- Southern Nevada's 2025 water use declined from prior years due to strong community participation in conservation programs, and the FY 2026-2027 budget continues investments in landscape conversion, compliance, and efficiency initiatives.
- Passage of the Sloan Canyon Conservation and Lateral Pipeline Act, allowing SNWA right-of-way for the construction of the Horizon Lateral.
- SNWA is advancing major infrastructure projects, including the Horizon Lateral and Garnet Valley water and wastewater systems, to support planned economic growth, improve reliability, and strengthen system resilience.
- SNWA continues working with Basin States and federal partners on post-2026 Colorado River operating guidelines to help secure long-term water supply reliability for Southern Nevada.

Drought and Water Resources

- **August 24-Month Study:** The August 2025 Bureau of Reclamation study projected Lake Mead elevations that keep Nevada in a Tier 1 shortage through 2026, reducing the state's Colorado River allocation by 21,000 acre-feet.
- **2026 Water Resource Plan:** The 2026 Water Resource Plan reaffirms conservation as Southern Nevada's primary strategy for extending Colorado River supplies while adapting to growth, climate impacts, and future shortage requirements.
- **Post-2026 Negotiations:** The SNWA remains actively involved in negotiations to develop new Colorado River operating guidelines beginning in 2027 that are expected to require additional conservation and affect future Nevada water supplies.

Conservation

- **Water Smart Landscapes (WSL) Rebate Program:** In 2025, the WSL Rebate Program helped convert 10.8 million square feet of turf, contributing to nearly 14 billion gallons of annual water savings through landscape transformation.
- **Water Efficient Technologies (WET) Program:** The WET Program completed 55 projects in 2025 and has generated an estimated 2.2 billion gallons of annual water savings through commercial and institutional efficiency improvements.
- **Septic Conversion Program (Partially Funded):** The partially funded program reimburses up to 85 percent of septic-to-sewer conversion costs and has received 552 applications, completed 57 conversions, and reimbursed approximately $2 million since launch.
- **Septic Conversion Program (Fully Funded):** The fully funded program uses grant funding and regional partnerships to provide no-cost septic conversions, with 94 completed and approximately 100 additional conversions planned.

Major Construction and Capital Plan

- **Horizon Lateral:** SNWA's largest capital project, with a $2.7 billion budget, continues advancing design and right-of-way work to improve system redundancy and meet long-term water demands in the southern valley.
- **Garnet Valley Water Transmission System:** The $400 million project will ultimately deliver up to 20 million gallons per day to support Apex Industrial Park, with major facilities scheduled for completion between 2027 and 2028.
- **Garnet Valley Wastewater System:** The $480 million wastewater system will capture and return wastewater to Lake Mead, supporting sustainable development and protecting Colorado River resources.
- **Large Scale Solar Photovoltaic Project:** Through a 25-year power purchase agreement, SNWA is developing solar and transmission infrastructure that will provide renewable energy beginning in 2027 and help meet state renewable energy requirements.

- **Ozone Equipment Upgrades:** SNWA is replacing ozone generators and valves at its River Mountains and Alfred Merritt Smith water treatment facilities with a total project cost of approximately $92 million.
- **Stage 2 Reliability Upgrades Project:** The $418 million reliability project will add pumping, pipeline, and interconnection facilities to improve system redundancy and maintain service during outages or maintenance events.

CONTINUING DISCLOSURE

On November 10, 1994, the U.S. Securities and Exchange Commission amended the Securities Exchange Act of 1934, Rule 15c2-12, regarding continuing disclosure by issuers of municipal securities for the benefit of holders of such securities. The amendments require, among other things, that certain annual financial information be provided to various information repositories for bond issues sold on or after July 3, 1995. The annual financial information must include an update of the same financial statements, except for forecasts, that were included in the final official statement issued at the time of the bond sale. The required annual financial information for the SNWA is available on the Electronic Municipal Market Access website, the Municipal Securities Rulemaking Board's central repository.

AWARDS AND ACKNOWLEDGMENTS

Annual Report – The Government Finance Officers Association (GFOA) of the United States and Canada awarded a "Certificate of Achievement for Excellence in Financial Reporting" to the SNWA for its Annual Comprehensive Financial Report for the fiscal year ended June 30, 2025. This is a prestigious national award recognizing conformance with the highest standards for the preparation of state and local government financial reports.

To receive this award, a governmental unit must publish an easily readable and efficiently organized financial report that conforms to program standards. Such reports must satisfy both accounting principles generally accepted in the United States (GAAP) as well as other applicable legal requirements. The SNWA has received this award for the last 30 consecutive years.

We believe this report continues to conform to certificate requirements and plan to submit it to the GFOA after approval from the Board.

Budget – The SNWA has also received its 26th GFOA's "Distinguished Budget Presentation Award" for its budget document. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as an operations guide, a financial plan, and a policy and communication document.

The Distinguished Budget Presentation Award is awarded on an annual basis. We believe the current budget continues to conform to program requirements, and we have submitted it for award consideration.

Other Acknowledgments – We express our appreciation to the accounting staff for their dedication in the preparation of this report, the staff members of other departments for their assistance and the auditors (Baker Tilly US, LLP) for their professional services. We also acknowledge the members of the Board of Directors for their continued support and sound governance.

Sincerely,



John J. Entsminger
General Manager

Paul Johnson
Chief Financial Officer

Board of Directors



Marilyn Kirkpatrick, Chair
Las Vegas Valley Water District



Dan Stewart, Vice Chair
City of Henderson



Steve Walton
City of Boulder City



Scott Black
City of North Las Vegas



Olivia Diaz
City of Las Vegas



James Gibson
Big Bend Water District



Justin Jones
Clark County Water Reclamation District

Executive Management



John J. Entsminger
General Manager



Andy Belanger
Deputy General Manager
Administration



Colby Pellegrino
Deputy General Manager
Resources



Doa Ross
P.E. Deputy General Manager
Engineering & Operations



Paul Johnson
Chief Financial Officer

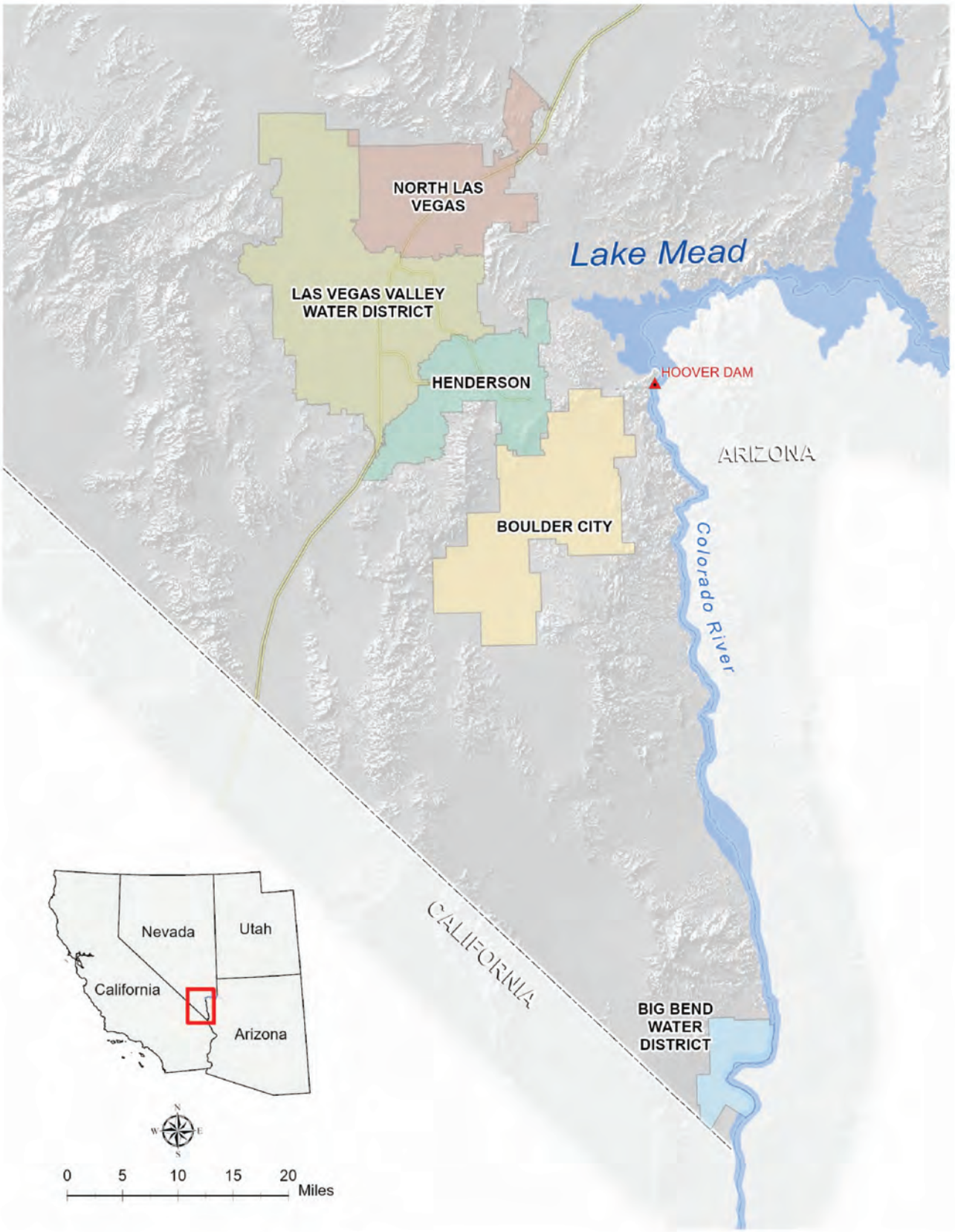


Gregory J. Walch
General Counsel

SOUTHERN NEVADA WATER AUTHORITY

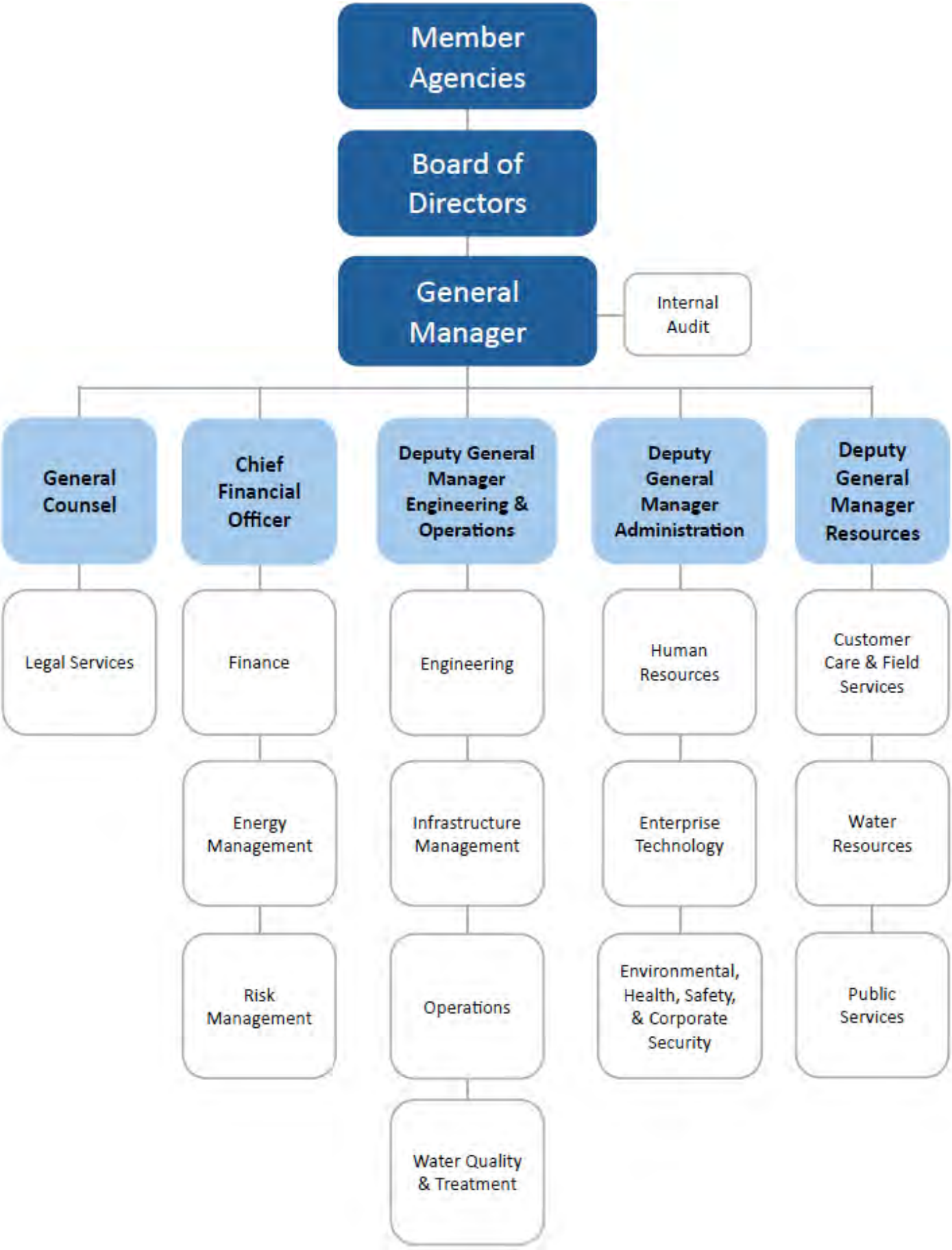
Map of Service Area

As of June 30, 2026



SOUTHERN NEVADA WATER AUTHORITY

Organizational Chart



Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Southern Nevada Water Authority

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2025

Christopher P. Morrill

Executive Director/CEO

Financial Section

- Independent Auditors' Report
- Management's Discussion and Analysis
- Basic Financial Statements
- Notes to Basic Financial Statements
- Other Supplementary Information

SOUTHERN NEVADA WATER AUTHORITY™

Independent Auditors' Report

To the Board of Directors of
Southern Nevada Water Authority

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of the Southern Nevada Water Authority (Authority), as of and for the years ended June 30, 2026 and 2025, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the Authority as of June 30, 2026 and 2025, and the changes in financial position and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 1, the Authority adopted the provisions of GASB Statement No. 103, *Financial Reporting Model Improvements*, effective July 1, 2025. Accordingly, the accounting changes have been retrospectively applied to the prior period presented. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm that provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the basic financial statements as a whole. The accompanying supplementary information, as listed in the table of contents, is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections included in the annual comprehensive financial report but does not include the basic financial statements and our auditors' report thereon. Our opinion on the basic financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audits of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 22, 2026 on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is, solely, to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

Baker Tilly US, LLP

Madison, Wisconsin
October 22, 2026

The purpose of management's discussion and analysis (MD&A) is to help the Southern Nevada Water Authority's (SNWA) users and other readers understand what the financial statements and notes in the financial report say about the SNWA's financial health and why it changed since last year. It contains information drawn from those other parts of the report, accompanied by explanations informed by the finance staff's knowledge of the SNWA's finances. This MD&A should be read in conjunction with the SNWA's basic financial statements, accompanying notes, and supplementary information, which follow this section.

OVERVIEW OF FINANCIAL STATEMENTS

In accordance with generally accepted accounting principles ("GAAP") as prescribed by the Governmental Accounting Standards Board ("GASB"), the SNWA's financial report contains basic financial statements which are comprised of two components: (1) enterprise fund financial statements and (2) notes to the basic financial statements. This report also contains other supplementary and statistical information in addition to the basic financial statements.

- **Fund financial statements.** 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, which are segregated for specific activities or objectives.

- **Proprietary (Enterprise) fund financial statements.** The SNWA's operations are accounted for as a single enterprise fund using the full accrual basis of accounting. In this regard, the SNWA's operations are accounted for like a private business enterprise. Within this fund, the SNWA segregates revenues and expenses in its financial statements for various purposes such as operations, debt service, and capital improvements. This segregation is an internal discipline and does not create physically separate funds. There are three components presented in the basic financial statements: 1) comparative statements of net position, 2) comparative statements of revenues, expenses, and changes in net position, and 3) comparative statements of cash flows.

  The comparative statements of net position present the SNWA's assets and deferred outflows and liabilities and deferred inflows, with the difference reported as "net position." Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the SNWA is improving or deteriorating.

  The comparative statements of revenues, expenses, and changes in net position outline how the SNWA's net position has changed over time. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal years.

  The statements of cash flows are the third basic financial statement for the proprietary fund. The primary purpose of the statements of cash flows is to provide relevant information about the SNWA's cash receipts and cash payments; these are segregated among operating, noncapital financing, capital and related financing, and investing activities.

- **Notes to the basic financial statements.** The notes provide additional information that is essential for a full understanding of the data provided in the basic financial statements. While the information included in this discussion and analysis is a summary, a review of the notes to the basic financial statements are necessary to achieve a full understanding of the SNWA's financial position.

- **Supplementary information.** The statement of revenues, expenses, and changes in net position and the statement of cash flows are presented on a budget-to-actual comparison in compliance with Nevada Revised Statutes (NRS) 354.

- **Statistical section.** This statistical information provides financial trends, revenue capacity, debt capacity, demographic and economic condition, and operational trends to enhance the reader's understanding of the SNWA's economic position in a broader context.

Types of Information in the Financial Statements

The SNWA's financial statements use the economic resources measurement focus and accrual basis of accounting. In other words, they comprehensively report all types of financial statement elements:

- Assets - resources the SNWA controls, from short-term assets like cash to long-term assets like infrastructure and land and land rights
- Liabilities - amounts the SNWA owes, from short-term liabilities such as accounts payable to long-term liabilities such as outstanding debt.
- Deferred outflows of resources and deferred inflow of resources - flows that occurred during the year, or in prior years, that will not be reported as expenses and revenues until the future year to which they are related
- Revenues and expenses - inflows and outflows of economic resources, respectively, related to the current year, regardless of when cash is received

Adoption of GASB Statement No. 103

Certain amounts on the Statement of Revenues, Expenses and changes in Net Position have been restated to reflect the implementation of GASB Statement No. 103, *Financial Reporting Model Improvements*. Presentation updates were also made to reflect the GASB Statement No. 103 guidance and to better reflect the SNWA's operating activity. There were no changes to the net position reflected with the restatement for the fiscal year ended June 30, 2025.

FINANCIAL SUMMARY FOR STATEMENT OF NET POSITION

The following table summarizes the Statements of Net Position as of June 30, 2026, 2025, and 2024:

Condensed Statements of Net Position (In Millions)

	2026	2025	2024
ASSETS			
Capital assets, net	$ 4,750.9	$ 4,422.0	$ 4,343.4
Other assets	1,952.9	2,155.0	1,624.1
Total assets	6,703.8	6,577.0	5,967.5
DEFERRED OUTFLOWS OF RESOURCES	11.1	15.1	47.3
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	$ 6,714.9	$ 6,592.1	$ 6,014.8
LIABILITIES			
Current liabilities	$ 236.1	$ 222.4	$ 215.4
Noncurrent liabilities	2,645.2	2,941.1	2,787.6
Total liabilities	2,881.3	3,163.5	3,003.0
DEFERRED INFLOWS OF RESOURCES	105.3	40.1	27.3
NET POSITION			
Net investments in capital assets	1,911.2	1,752.0	1,580.5
Restricted for debt service	77.2	106.1	57.2
Unrestricted	1,739.9	1,530.4	1,346.8
Total net position	3,728.3	3,388.5	2,984.5
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION	$ 6,714.9	$ 6,592.1	$ 6,014.8

Note: Immaterial differences may occur due to rounding

DETAILED ANALYSES

Fiscal Year 2026

The SNWA's financial position improved during the year ended June 30, 2026, as reflected in the $339.8 million, or 10.0 percent increase in total net position. Total net position is comprised of net investments in capital assets, restricted, and unrestricted resources. Capital assets increased by $328.9 million, or 7.4 percent, in fiscal year 2026 compared to fiscal year 2025, primarily due to construction in progress which increased $379.3 million, or 111.7 percent, for the construction of Horizon Lateral project, Garnet Valley Water Transmission and Wastewater System, Solar Photovoltaic project and Ozone Equipment Upgrades included in the Major Construction and Capital Plan (MCCP). The SNWA continues to commit resources to the MCCP projects which will provide water resources and services that meet the demands of Southern Nevada.

Other assets decreased $202.1 million, or 9.4 percent, for fiscal year 2026 compared to fiscal year 2025. The decrease was primarily due to a decrease in total cash and investments of $218.7 million, or 11.4 percent, for funding capital projects and payment of the LVVWD 2015B and the LVVWD 2015C refunding bonds that were paid off in January 2026. This was partially offset by an increase in due from member agencies of $13.1 million, or 36.1 percent, for charges collected by member agencies and passed through to the SNWA.

Deferred outflows of resources decreased by $4.0 million, or 26.5 percent, in fiscal year 2026 compared to fiscal year 2025. The decrease is due to $2.4 million related to the normal amortization of deferred losses from bond refundings and $1.6 million from the issuance of LVVWD 2026A refunding bonds.

Total liabilities decreased $282.2 million, or 8.9 percent, in fiscal year 2026 compared to fiscal year 2025. The decrease was primarily driven by a decrease in bonds payable of $292.9 million due to the paid off LVVWD 2015B and the LVVWD 2015C refunding bonds in January 2026 and the issuance of the LVVWD 2026A refunding bonds, which was used to refund the outstanding portion of the LVVWD 2016A bonds. See detailed analyses on long-term debt activity below. Due to related party also decreased by $40.8 million attributable to a pension adjustment resulting from gains in pension and OPEB asset investments held by LVVWD. This was offset by an increase in accounts payable of $34.8 million as a result of increased capital expenditures and retention on construction contracts, $9.5 million in advances from developers for construction, and $8.0 million in notes payable from the state revolving fund loan.

Deferred inflow of resources increased $65.2 million, or 162.6 percent, in fiscal year 2026 compared to fiscal year 2025. The increase is mainly attributable to the net issuance of the LVVWD 2026A refunding bonds of $36.1 million and the difference between expected and actual earnings with regard to investment gains affecting the LVVWD pension plan of $34.8 million. Actual investment returns of 16.8 percent significantly exceeded the expected return of 6.8 percent, increasing the deferred amount due to related party.

Fiscal Year 2025

The SNWA's financial position improved during the year ended June 30, 2025, as reflected in the $404.0 million, or 13.5 percent increase in total net position. Total assets increased 10.2 percent in fiscal year 2025 compared to fiscal year 2024 primarily due to $520.3 million in total cash and investments due to the receipt and investment of the LVVWD 2025A bonds, $8.4 million in accounts receivables and $78.6 million in total capital assets. The increase in capital assets is attributable to construction in progress for the Horizon Lateral project, Garnet Valley Water Transmission and Wastewater System, Reliability Upgrades, Boulder Flats Solar Power project, and Ozone Equipment Upgrades, and an increase in acquired rights-of-ways as a result of conservation efforts.

Deferred outflow of resources decreased 68.1 percent in fiscal year 2025 compared to fiscal year 2024 primarily due to the issuance of the LVVWD 2024A refunding bonds, and the result of the differences between projected and actual earnings among the pension and OPEB fund held by the LVVWD.

Total liabilities increased 5.3 percent in fiscal year 2025 compared to fiscal year 2024 primarily due to a $179.7 million in bonds payable related to the issuance of the LVVWD 2025A new money bonds, offset by a decrease in related party liability of $23.1 million attributed to the SNWA's portion of a decrease in the actuarially determined pension and OPEB liabilities held by the LVVWD.

Deferred inflows of resources increased 46.9 percent in fiscal year 2025 compared to fiscal year 2024 primarily due to the issuance of LVVWD 2025A new money bonds and the result of the differences between projected and actual earnings among the pension and OPEB fund held by the LVVWD. Actual investment returns of 13.2 percent significantly exceeded the expected return of 6.8 percent, increasing the deferred amount due to related party.

FINANCIAL SUMMARY FOR STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

Changes in the SNWA's net position can be determined by a review of the following condensed Statements of Revenues, Expenses, and Changes in Net Position for the fiscal years ended June 30, 2026, 2025, and 2024:

Condensed Statements of Revenues, Expenses, and Changes in Net Position (In Millions)

	2026	Restated 2025	2024 [1]
OPERATING REVENUES			
Wholesale delivery charges	$ 175.7	$ 177.8	$ 165.5
Other operating revenues	11.7	9.5	9.3
Total operating revenues	187.4	187.3	174.8
OPERATING EXPENSES			
Purchased energy	61.4	50.1	49.6
Other operating expenses	234.1	186.0	178.7
Depreciation and amortization expense	116.7	115.8	118.8
Total operating expenses	412.2	351.9	347.1
Operating loss	(224.8)	(164.6)	(172.3)
NONCAPITAL SUBSIDIES	16.0	4.8	3.3
Operating loss and noncapital subsidies	(208.8)	(159.8)	(169.0)
NONOPERATING REVENUES (EXPENSES)			
Interest income	71.7	83.0	62.4
Interest expense	(123.4)	(114.2)	(123.9)
Capital contributions	591.9	560.2	521.8
Conveyance of assets to purveyor members	(31.3)	—	—
Other nonoperating items, net	39.7	34.7	42.6
Total other nonoperating revenues	548.6	563.7	502.9
CHANGE IN NET POSITION	$ 339.8	$ 404.0	$ 333.9
NET POSITION			
Beginning	$ 3,388.5	$ 2,984.5	$ 2,650.6
Change in net position	339.8	404.0	333.9
Ending	$ 3,728.3	$ 3,388.5	$ 2,984.5

Note: Immaterial differences may occur due to rounding

[1] Updated for GASB Statement No. 103, Financial Reporting Model Improvements presentation.

DETAILED ANALYSES

Total Operating Revenues

Fiscal Year 2026 - Total operating revenues of $187.4 million increased $0.1 million, or 0.1 percent, in fiscal year 2026 compared to fiscal year 2025. Approximately 93.8 percent of operating revenues are from Wholesale Delivery Charges generated from the Colorado River water delivered by the SNWA to its purveyor members. The purveyor members then sell the treated water to end-users. The increase is primarily due to the annual indexed rate increase in the Wholesale Delivery Charge rate of 2.8 percent offset by a decrease in water sales of 17,340 acre-feet resulting from continued conservation efforts and marginally cooler weather. During fiscal year 2026, the Las Vegas Valley experienced 80 days with temperatures at or above 100 degrees Fahrenheit, including eight days at or above 110 degrees. The highest temperature record at Harry Reid International Airport was 112 degrees Fahrenheit in July 2025 and August 2025.

Fiscal Year 2025 - Total operating revenues of $187.3 million increased $12.5 million, or 7.2 percent, in fiscal year 2025 compared to fiscal year 2024. The increase was primarily due to the annual indexed rate increase in the Wholesale Delivery Charge rate of 3.7 percent and an increase in water sales of 15,978 acre-feet attributable to warmer weather. During fiscal year 2025, the Las Vegas Valley had a record 103 days with temperatures at or above 100 degrees Fahrenheit, including 29 days with temperatures at or above 110 degrees. The Valley also reached a record high temperature of 120 degrees in July 2024.

Total Operating Expenses

Fiscal Year 2026 - Total operating expenses of $412.2 million increased $60.3 million, or 17.1 percent, in fiscal year 2026 compared to fiscal year 2025. One of the drivers for the increase was the reclassification of capital costs to operating expense for a cancelled project for the design and construction of erosion control structures along the Las Vegas Wash within the boundaries of the Lake Mead National Recreation Area totaling $22.7 million. For additional information, see Note 10. Operating expenses for conservation programs also increased by $17.6 million through the Water Efficient Technologies Program and Septic to Sewer Conversion Program rebate incentives, which were partially funded by grants. In addition, purchased energy costs increased by $11.2 million while salaries and benefits expenses increased by $9.1 million due to a greater employee count and the continued increase in costs providing employee benefits, and pension and OPEB costs.

Fiscal Year 2025 - Total operating expenses of $351.9 million increased $4.9 million, or 1.4 percent, in fiscal year 2025 compared to fiscal year 2024. The increase was primarily due to operating and maintenance expenses which increased $15.1 million, or 20.7 percent, due to conservation initiatives for non-residential properties, the reclassification of capital projects deemed to be more operational in nature, and higher costs of materials and supplies. This was offset by a decrease in salaries and benefits expense of $9.1 million, or 9.1 percent, due to lower pension and OPEB expenses.

Noncapital Subsidies

Fiscal Year 2026 - Noncapital subsidies of $16.0 million increased $11.3 million, or 235.2 percent, in fiscal year 2026 compared to fiscal year 2025. The increase was primarily driven by grant revenue for the Water Efficient Technologies and Smart Controller Topper, Clark County School District Athletic Field Turf Conversion rebates, and the Septic to Sewer Conversion programs as a result of more conversions being completed in 2026.

Fiscal Year 2025 - Noncapital subsidies of $4.8 million increased $1.5 million, or 45.3 percent, in fiscal year 2025 compared to fiscal year 2024. The increase was due primarily driven by grant revenue for Water Efficient Technologies, Clark County School District Athletic Field Turf Conversion rebates, and the Septic to Sewer Conversion programs.

Nonoperating Revenues (Expenses)

Fiscal Year 2026 - Total net other nonoperating revenues (expenses) of $548.6 million decreased $15.2 million, or 2.7 percent, in fiscal year 2026 compared to fiscal year 2025. The decrease was primarily attributable to the conveyance of assets to the City of North Las Vegas (CNLV) totaling $31.3 million. The assets are portions of the Garnet Valley Water Transmission and Wastewater System being constructed and funded by the SNWA to connect the new developments within CNLV to existing systems that allow Colorado River return flows of highly-treated wastewater to Lake Mead via the Las Vegas Wash. The decrease was also attributed to lower interest income of $11.3 million due to lower market returns on investments and higher interest expense of $9.2 million as a result of a full year of interest for the LVVWD 2025A new money bonds issued on June 24, 2025. This was offset by an increase in capital contributions of $31.7 million due to growth and development within the SNWA's service area.

Fiscal Year 2025 - Total net nonoperating revenues (expenses) of $563.8 million increased by $60.9 million, or 12.1 percent, compared to fiscal year 2024. The increase was mainly attributable lower interest expense resulting from refunding activities and the reduction of outstanding debt, a rise in fair value of fixed rate securities, and greater capital contributions due to federal and non-federal grant revenue and obligations for conservation-related projects. This was offset by an increase in bond issue cost and expenses related to the financing agreement with Moapa Valley Water District for the purchase and retirement of groundwater rights.

SIGNIFICANT CAPITAL ASSETS AND LONG-TERM DEBT ACTIVITY

Capital assets. As of June 30, 2026, the SNWA had net capital assets of $4.8 billion, which included treatment facilities, office buildings, pumping stations, wells, transmission and distribution infrastructure, vehicles, various equipment, water and other natural resources rights, construction in progress, as well as land and land rights. In fiscal year 2026, the SNWA made capital asset expenditures of $501.1 million. Most of these expenditures were for projects within the Major Construction and Capital Plan. See Note 8 to the basic financial statements for additional information on the types and values of the SNWA's capital assets. See Note 10 to the basic financial statements for additional information on the SNWA's capital improvement plans. The SNWA's ongoing capital improvements expenditures are funded with bond proceeds, state sales tax, grants, state revolving fund loan proceeds, and revenue funds.

Significant capital expenditures during fiscal year 2026 included the following:

- Garnet Valley Water Transmission and Wastewater System. Total expenditures in fiscal year 2026 were $296.8 million.
- Ozone Equipment Upgrade. Total expenditures in fiscal year 2026 were $29.8 million.
- Horizon Lateral. Total expenditures in fiscal year 2026 were $28.4 million.
- Boulder Flats Solar Power Project. Total expenditures in fiscal year 2026 were $8.4 million.

The fiscal year 2027 budget projects $705.3 million in capital expenditures. Some of these projects will become operational in fiscal year 2027, while other projects will be completed in subsequent fiscal years.

Long-term debt. On February 25, 2025, S&P Global Ratings issued a credit rating report raising their issuer credit rating on the SNWA to AA+ from AA. Their raised rating reflects their view of the SNWA's effective approach to mitigating drought risk, despite hydrological volatility remaining an operating risk, through supply and demand management; extremely strong liquidity, adequate debt service coverage, and prudent financial policies; service area that supports credit quality, benefiting from economies of scale, growth, and diversification; and large capital plan that includes the maintenance of assets as well as development of additional supply redundancy and infrastructure enhancements.

On March 4, 2026, the LVVWD issued the series 2026A refunding bonds on behalf of the SNWA in the original amount of $335.1 million with $46.0 million in premiums. Proceeds from the bonds were deposited into escrow to refund the remaining portions of the LVVWD 2016A bonds. The true interest cost is 3.58 percent. The aggregate difference in debt service between the refunding debt and the refunded debt is $70.6 million. The net present value of these savings as measured at closing was $51.5 million.

As of June 30, 2026, the SNWA had long-term debt of $2.8 billion. Proceeds from bonds are used to fund capital expenditures. See Note 17 to the basic financial statements for additional information on the SNWA's long-term debt.

The SNWA has entered into multiple lease agreements and subscription-based information technology arrangements (SBITA). At the end of fiscal year 2026, the SNWA had $4.6 million and $1.0 million in lease and SBITA liabilities, respectively. Lease agreements consist of billboard space, land for right-of-ways, and operating equipment. The SNWA has prioritized ensuring information technology software used by the SNWA are reliable and efficient. SBITAs provides an alternate avenue of acquiring sophisticated and scalable software without needing physical space to house the technology. The SNWA anticipates SBITAs to increase as legacy software moves to the cloud.

CURRENTLY KNOWN FACTS, DECISIONS, OR CONDITIONS

Economic Conditions and Outlook

Economic conditions in Southern Nevada present a mixed but generally positive outlook. Population, employment, and visitor volume are expected to continue growing through 2026, although the pace of growth is projected to moderate in 2027. Management maintains a cautiously optimistic financial outlook and believes the SNWA is in a healthy financial position.

Overall Inflationary Pressure

Several factors could influence the economic outlook over the next two years. Although inflation has moderated from elevated levels experienced in recent years, higher prices continue to affect consumer purchasing power and discretionary spending. Despite this, current indicators suggest Southern Nevada’s economy remains on stable footing heading into 2027.

Ongoing Needs for Capital Investment

In November 2020, the SNWA Board of Directors (Board) approved an amended Major Construction and Capital Plan. The plan's estimated costs of $3.2 billion (in 2019 dollars) provide for system expansion and redundancy projects, water resource management and acquisitions, and system maintenance and upgrades. Funding is derived from a combination of operating revenues, unrestricted cash and investments, and debt financing, as appropriate.

The SNWA regards its reserves as a critical component of its fiscal health and one of the most important metrics supporting an investment-grade credit rating of AA+ and Aa1 from S&P Global Ratings and Moody's Ratings, respectively. Reserves are monitored regularly and any unexpected fluctuations are managed through a combination of methods. Departments are required to practice careful management of financial resources. Fees and charges are adjusted to maintain required debt service coverage and sufficient working capital. Reserves are used sparingly. When used, the reserves are compared to long-range projections of reserve levels, and modifications to revenue and expense streams are made as needed.

Climate Impacts

Over the last 26 years, the Colorado River Basin has experienced a persistent drought which has affected the surface elevations and storage contents of Lake Mead and Lake Powell. By the end of September 2026, Lake Mead’s surface elevation is projected to decline to approximately 175 feet below its pre-drought elevation. Storage contents are projected to decrease to 26 percent of storage capacity, a reduction of approximately 75 percent since 2000. Similarly, storage contents in Lake Powell are projected to decline to 22 percent of capacity. The 2007 Interim Guidelines for Lower Basin Shortages and Coordinated Operations for Lake Powell and Lake Mead, along with the 2019 Drought Contingency Plan, will expire at the end of 2026. In response, the Secretary of the Interior (Secretary) issued new reservoir operating guidelines, known as the Colorado River Guidelines for Coordinated Operations of Lake Powell and Lake Mead, for the 2027 and 2028 Operating Years (Operating Guidelines).

In accordance with the 2027-2028 Operating Guidelines, the Secretary determined that a Shortage Condition exists for calendar year 2027 for the purpose of allocating Colorado River water among the Lower Division States. As a result, Arizona, California, and Nevada will be subject to shortage reductions. In 2027, Nevada's allocation will be reduced by 50,000 acre-feet (AF) to 250,000 AF, subject to confirmation through a forthcoming agreement amongst the Lower Division States in development. Should drought conditions persist, and reservoir elevations continue to decline, the Lower Division States, including Nevada, may face additional reductions to their Colorado River allocations in future years. The SNWA Water Resource Plan outlines the strategies and resources the SNWA will use to continue meeting water demands under a range of supply and drought scenarios.

As of August 24, 2026, the SNWA joined the State of Nevada and the Colorado River Commission of Nevada in litigation challenging a federal Record of Decision governing post-2026 Colorado River operations and water allocations. The litigation involves matters related to the management of Colorado River resources, which are a primary water supply source for Southern Nevada. The outcome of the litigation and any resulting impacts cannot be reasonably estimated at this time.

Conservation will remain a primary focus within next year's goals. Since its formation, the SNWA and its members have worked collaboratively to establish and achieve water conservation goals. Conservation is achieved through four primary areas: education, incentives, regulation, and water pricing. Since 2000, the SNWA has invested over $452.2 million in incentive programs like the Water Smart Landscape program where customers receive rebates for converting water-thirsty grass to water-efficient landscaping. Conservation has proven to be a cost-effective option for meeting Southern Nevada's water needs.

The SNWA is working with the community to implement Nevada Assembly Bill 356, approved by the Nevada State Legislature in June 2021, which prohibits the use of Colorado River water to irrigate nonfunctional turf in non-single family residential applications by January 1, 2027.

The SNWA is also participating in a major reuse project currently being reviewed by the Metropolitan Water District of Southern California (Metropolitan). Metropolitan is planning for a full scale regional recycled water program that is expected to produce up to 150 million gallons of water daily, which is approximately 168,000 acre-feet (AF) per year. An initial pilot project is currently underway to support planning and research efforts. While the project is still in an early phase of development, the SNWA anticipates that 20,000 - 40,000 acre-feet per year of Colorado River water will be available to the SNWA in exchange for funding participation.

Requests for Information

This financial report is designed to provide a general overview of the SNWA's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Chief Financial Officer, Southern Nevada Water Authority, 1001 South Valley View Boulevard, Las Vegas, Nevada, 89153.

The ACFR can also be viewed at https://www.snwa.com/about/reports/index.html.

SOUTHERN NEVADA WATER AUTHORITY
Enterprise Fund
Statements of Net Position
As of June 30, 2026 and 2025

ASSETS	2026	2025
CURRENT ASSETS		
Unrestricted		
Cash and cash equivalents	$ 29,194,451	$ 22,060,705
Investments	1,587,322,420	1,418,914,316
Due from member agencies	49,393,407	36,296,894
Other receivables	33,798,477	29,001,371
Inventories and prepaid expenses	37,291,905	36,175,651
Total unrestricted current assets	1,737,000,660	1,542,448,937
Restricted		
Investments	48,689,005	72,976,094
Sales tax receivable	28,550,067	33,138,110
Total restricted current assets	77,239,072	106,114,204
Total current assets	1,814,239,732	1,648,563,141
NONCURRENT ASSETS		
Capital assets, net of accumulated depreciation and amortization		
Construction in progress	718,967,160	339,632,992
Land and land rights	360,574,418	331,174,404
Natural resource rights	501,986,560	500,736,560
Property, plant, and equipment	5,382,042,901	5,365,960,584
Accumulated depreciation	(2,212,643,870)	(2,115,534,401)
Total capital assets, net of accumulated depreciation and amortization	4,750,927,169	4,421,970,139
Other noncurrent assets		
Investments, restricted	35,581,959	405,585,235
Water recharge inventory	84,736,366	84,898,517
Other receivables	3,744,129	3,971,176
Prepayments on joint projects	14,606,036	11,991,871
Total other noncurrent assets	138,668,490	506,446,799
Total noncurrent assets	4,889,595,659	4,928,416,938
TOTAL ASSETS	6,703,835,391	6,576,980,079
DEFERRED OUTFLOWS OF RESOURCES		
Deferred loss on bond refundings	11,042,947	15,117,663
Deferred amount - asset retirement obligations	14,671	27,349
Total deferred outflows of resources	11,057,618	15,145,012
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	**$ 6,714,893,009**	**$ 6,592,125,091**

(Continued)
The accompanying notes are an integral part of these basic financial statements.

SOUTHERN NEVADA WATER AUTHORITY
Enterprise Fund
Statements of Net Position
As of June 30, 2026 and 2025

	2026	2025
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and other accrued liabilities	$ 73,257,500	$ 38,502,109
Accrued interest payable	10,632,396	10,710,660
Advances for construction	9,488,652	—
Current portion of bonds payable	142,231,540	172,486,540
Current portion of lease obligation	197,733	225,197
Current portion of subscription obligation	347,908	456,512
Total current liabilities	236,155,729	222,381,018
NONCURRENT LIABILITIES		
Due to related party	25,736,214	66,514,780
Asset retirement obligation	889,004	887,744
Note payable	14,010,589	5,990,638
Bonds payable, net of current portion, and unamortized premiums and discounts	2,599,508,506	2,862,180,274
Lease obligation, net of current portion	4,424,613	4,622,345
Subscription obligation, net of current portion	609,044	956,951
Total noncurrent liabilities	2,645,177,970	2,941,152,732
TOTAL LIABILITIES	2,881,333,699	3,163,533,750
DEFERRED INFLOWS OF RESOURCES		
Deferred gain on bond refundings	60,983,865	30,404,014
Deferred amount - related party	39,766,010	5,014,578
Deferred amount on leases	4,503,977	4,654,124
Total deferred inflows of resources	105,253,852	40,072,716
NET POSITION		
Net investments in capital assets	1,911,222,428	1,751,996,246
Restricted for debt service	77,239,072	106,114,204
Unrestricted	1,739,843,958	1,530,408,175
Total net position	3,728,305,458	3,388,518,625
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION	**$ 6,714,893,009**	**$ 6,592,125,091**

The accompanying notes are an integral part of these basic financial statements.

SOUTHERN NEVADA WATER AUTHORITY
Enterprise Fund
Statements of Revenues, Expenses, and Changes in Net Position
For the Fiscal Years Ended June 30, 2026 and 2025

	2026	Restated 2025
OPERATING REVENUES		
Wholesale delivery charges	$ 175,731,151	$ 177,817,478
Other revenues	11,686,561	9,544,168
Total operating revenues	187,417,712	187,361,646
OPERATING EXPENSES		
Salaries and benefits	99,982,911	90,922,175
Purchased energy	61,454,137	50,128,479
Operations and maintenance	134,093,506	95,099,738
Depreciation and amortization	116,759,074	115,783,712
Total operating expenses	412,289,628	351,934,104
OPERATING LOSS	(224,871,916)	(164,572,458)
NONCAPITAL SUBSIDIES		
Grant revenue	16,042,330	4,785,525
Total noncapital subsidies	16,042,330	4,785,525
OPERATING LOSS AND NONCAPITAL SUBSIDIES	(208,829,586)	(159,786,933)
OTHER NONOPERATING REVENUES (EXPENSES)		
Investment income	71,735,923	83,018,938
Interest expense	(123,399,589)	(114,169,723)
Amortization of refunding costs	3,121,098	637,968
Bond issue costs	(1,891,980)	(2,430,801)
Amortization of bond premiums and discounts	38,337,295	40,725,126
Gain on sale of assets	135,263	329,352
Capital contributions	591,866,074	560,182,863
Conveyance of assets to purveyor members	(31,287,665)	—
Other	—	(4,520,835)
Total other nonoperating revenues (expenses)	548,616,419	563,772,888
CHANGE IN NET POSITION	339,786,833	403,985,955
NET POSITION AT BEGINNING OF YEAR	3,388,518,625	2,984,532,670
NET POSITION AT END OF YEAR	**$ 3,728,305,458**	**$ 3,388,518,625**

The accompanying notes are an integral part of these basic financial statements.

SOUTHERN NEVADA WATER AUTHORITY
Enterprise Fund
Statements of Cash Flows
For the Fiscal Years Ended June 30, 2026 and 2025

	2026	Restated 2025
CASH FLOWS FROM OPERATING ACTIVITIES:		
Cash received from customers	$ 191,304,005	$ 188,639,009
Cash payments to suppliers for goods and services	(203,209,861)	(177,943,289)
Net cash (used) provided by operating activities	(11,905,856)	10,695,720
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:		
Noncapital grants	11,536,640	3,338,512
Net cash provided by noncapital financing activities	11,536,640	3,338,512
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:		
Acquisition and construction of capital assets	(455,297,951)	(209,658,471)
Proceeds from sale of property, plant, and equipment	208,501	331,740
Proceeds from debt issuance	8,019,951	422,081,930
Principal paid on debt	(218,081,540)	(162,380,653)
Interest paid on debt	(123,385,740)	(114,764,587)
Bond issue cost	(1,208,583)	(1,680,888)
Capital contributions	496,889,917	495,708,468
Right-of-use leases	(285,299)	(251,147)
Subscription assets	(503,077)	(679,454)
Construction deposits	9,488,652	—
Prepayments on joint projects	(3,376,619)	(3,600,324)
Net cash (used) provided by capital and related financing activities	(287,531,788)	425,106,614
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of investment securities	(1,225,289,293)	(1,414,610,119)
Proceeds from sales and maturities of investment securities	1,463,596,187	960,169,946
Interest on investments	56,727,856	32,742,823
Net cash provided (used) in investing activities	295,034,750	(421,697,350)
NET CHANGE IN CASH AND CASH EQUIVALENTS	7,133,746	17,443,496
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	22,060,705	4,617,209
CASH AND CASH EQUIVALENTS AT END OF YEAR	**$ 29,194,451**	**$ 22,060,705**

(Continued)
The accompanying notes are an integral part of these basic financial statements.

SOUTHERN NEVADA WATER AUTHORITY
Enterprise Fund
Statements of Cash Flows
For the Fiscal Years Ended June 30, 2026 and 2025

	2026	Restated 2025
RECONCILIATION OF OPERATING LOSS TO NET CASH PROVIDED BY OPERATING ACTIVITIES:		
Operating loss	$ (224,871,916)	$ (164,572,458)
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation and amortization	116,759,074	115,783,712
Expenses related to expansion programs	81,772,698	70,266,249
Changes in assets and liabilities:		
Decrease in due from member agencies	2,258,415	2,607,264
Decrease (increase) in other receivables	3,050,536	(10,669,710)
(Increase) decrease in other current assets	(1,116,254)	1,150,741
Decrease in noncurrent assets	22,752,896	—
Decrease in water recharge inventory	162,151	219,850
Increase in deferred amount - related party	34,751,432	13,869,626
(Decrease) increase in accounts payable	(6,646,321)	5,163,644
(Decrease) in due to related party	(40,778,567)	(23,123,198)
Net cash (used) provided by operating activities	**$ (11,905,856)**	**$ 10,695,720**
NON-CASH INVESTING, CAPITAL AND RELATED FINANCING ACTIVITIES:		
Changes in fair value of investments	$ (14,448,537)	$ (21,118,894)
Deferred gain (loss) on refunded bonds	(34,507,134)	14,659,389
Refunding bonds issued	335,060,000	286,255,000
Bonds refunded	(378,705,000)	(322,405,000)
Deferred amount / amortization on asset retirement obligation	(12,678)	(36,689)
Bond premiums issued	45,990,117	68,600,044
Amortization of deferred net gain / loss on bond refundings	(34,654,567)	(32,131,153)
Amortization of net premiums and discounts on bonds	(31,200,227)	(26,158,431)
Amortization of net premiums and discounts on investments	(2,023,904)	27,277,864
Subscription asset	(14,555)	(524,038)
Subscription liability related to subscription asset	14,555	524,038
Accrued but unpaid liabilities related to capital acquisitions	(60,428,640)	(5,883,620)

The accompanying notes are an integral part of these basic financial statements.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The basic financial statements of the Southern Nevada Water Authority (SNWA) are prepared in conformity with generally accepted accounting principles (GAAP) in the United States of America as defined by the Governmental Accounting Standards Board (GASB), the independent and ultimate authoritative accounting and financial reporting standard-setting body for state and local governments. The significant accounting and reporting policies for the Southern Nevada Water Authority (SNWA) are discussed below.

Reporting Entity

The SNWA is a political subdivision of the State of Nevada (State) and is the reporting entity. The SNWA was created on July 25, 1991, pursuant to Nevada Revised Statutes (NRS) 277.080 to 277.180, inclusive, by a cooperative agreement and a facilities and operations agreement among its member agencies. These agencies include the Big Bend Water District, City of Boulder City, City of Henderson, City of Las Vegas, City of North Las Vegas, Clark County Water Reclamation District, and the Las Vegas Valley Water District (LVVWD). The cooperative agreement was last amended in 2005. The facilities and operations agreement was last amended in 2019.

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. A seven-member Board of Directors (Board) comprised of one Director from each member agency governs the SNWA equally. The SNWA operations are autonomous from its member agencies and the State, and its financial statements are not included in the financial statements of any other entity.

The Board has the power to periodically assess its member agencies directly for operating expenses and capital expenditures and for the satisfaction of any liabilities imposed against the SNWA. Assessments for funds needed by the SNWA, in accordance with approved operating and capital budgets, have been apportioned to its member agencies based on 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 improvement programs and other expansion related programs are recorded as capital contributions. Member agencies that are not potable water purveyors (the City of Las Vegas and the Clark County Water Reclamation District) each contribute $35,000 annually to the SNWA.

Operating Agent / Related Party Disclosure

The Board has the responsibility to appoint a General Manager. The Board designated the LVVWD's General Manager as the General Manager of the SNWA in 1993. Simultaneously, the LVVWD was named the operating agent for the SNWA.

The LVVWD allocates a portion of its payroll costs to the SNWA for the LVVWD employees who are utilized on SNWA-related matters and pays certain costs and operating expenses on behalf of the SNWA. The SNWA has no employees of its own. Consequently, any financial reporting requirements regarding employees utilized by the SNWA, including but not limited to reporting on pension and other postemployment benefits, can be found in the LVVWD’s Annual Comprehensive Financial Report.

During the mid-1990s, the LVVWD paid substantially all operating and capital expenses on behalf of the SNWA, and the SNWA reimbursed the LVVWD monthly. In the late 1990s, to mitigate potential cash flow demands on the LVVWD under this arrangement, the SNWA began paying construction contracts directly, assumed responsibility for paying construction contract retention, and paid most of the cost of power required to operate the Southern Nevada Water System. In 2008, the SNWA advanced $19 million to the LVVWD to fund future SNWA-related operating expenses made on its behalf. The advance is replenished monthly and will be applicable throughout the SNWA’s and LVVWD’s operating agent relationship. The SNWA also pays other large recurring expenses that it deems would be detrimental to the LVVWD’s cash flow.

The SNWA is autonomous from the LVVWD. The SNWA's operations and finances are separate from that of the LVVWD. The SNWA does not include the LVVWD's information within its financial statements, nor is the SNWA's information included in the LVVWD's financial statements.

The LVVWD is a quasi-municipal corporation created under a special act of the Nevada State Legislature in 1947 for obtaining and distributing water primarily in the Las Vegas Valley, which includes the City of Las Vegas and certain portions of the metropolitan area of Clark County. The LVVWD's Annual Comprehensive Financial Report can be found at www.lvvwd.com or can be obtained by mailing a request to the SNWA.

Southern Nevada Water System

Effective January 1996, pursuant to Assembly Bill 542, approved by the Nevada Legislature in 1995 (the Transfer Act), the assets of the Southern Nevada Water System (SNWS), as well as certain liabilities and responsibility for operation of the SNWS, were transferred from the Colorado River Commission (CRC) to the SNWA. Along with the transfer of these assets, the CRC transferred all books and records in its possession relating to the SNWS and its facilities.

Fund Accounting

The SNWA's financial report 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 proprietary (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. Accordingly, revenues are recorded when earned and expenses are recorded when a liability is incurred. The SNWA adheres to all applicable financial accounting and reporting standards of the GASB. The intent of the SNWA is that the costs of providing goods and services to customers on a continuing basis are financed or recovered primarily through user charges, and its financial measurement focus is on determination of net income, financial position, and cash flows.

Estimates

The preparation of financial statements in conformity with GAAP in the United States of America requires the use of estimates by management. Such estimates primarily relate to unsettled transactions and events as of the date of the basic financial statements. Actual results could differ significantly from those estimates.

Cash and Cash Equivalents

The SNWA's cash and cash equivalents include currency on hand, demand deposits, and other highly liquid investments with original maturity of three months or less from date of acquisition. For more information on cash and cash equivalents, see Note 3.

Investments

The investment policy is designed to ensure compliance with NRS 355, minimize the loss of principal, provide sufficient liquidity, and earn a market rate of return. The SNWA's investments are held in its own name and are reported at fair value. Some of the security types that the SNWA is authorized to invest in include obligations of the U.S. Treasury with maturity dates not more than 10 years from the date of purchase; obligations of U.S. agencies with maturity dates not more than 10 years from the date of purchase; commercial paper rated A-1, P-1, or better with maturities not exceeding 270 days and investments in commercial paper do not exceed 25 percent of the total portfolio; negotiable certificates of deposit rated "A-1" by Standard & Poor's or "P-1" by Moody's or comparably rated by a nationally recognized rating agency; non-negotiable certificates of deposit insured by an instrumentality of the United States; obligations of Nevada local governments; money market funds rated AAA; and the Nevada Local Government Investment Pool. The Nevada

Local Government Investment Pool is an unrated external investment pool administered by the State Treasurer with oversight by the State of Nevada Board of Finance. The value of the SNWA's investment in the pool is the same as its proportionate share of the pool's fair value. For more information on investments, see Note 4.

Inventories

Inventories of supplies are recorded at cost, whereas inventories held for resale are recorded at lower of cost or market based on periodic reviews. Reduction of inventory is recorded using the first-in, first-out accounting method. For more information on inventories, see Note 7.

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.

Capital Assets

Construction in progress is where costs to construct or develop capital assets prior to being put into service are recorded. These costs include both direct and indirect costs. Direct costs include purchases, payments to engineers, payments to construction contractors, etc. Indirect costs include administration, planning and design, public information, program management, construction management, environmental mitigation, etc. Upon completion of a capital project, the costs are transferred to the appropriate capital asset account.

Land and land rights include the purchase of land as well as the costs of easements and other rights-of-way. Land and land rights are not depreciable.

Property, plant, and equipment (PP&E); land and land rights; and natural resource rights are carried at historical cost if purchased, estimated acquisition value if donated, or acquisition value if received in a service concession arrangement. Expenditures for improvements and betterments are capitalized. The capitalization threshold is generally $10,000 and a useful life of greater than three years following the date of acquisition.

Depreciation is computed using the straight-line method over the following estimated useful lives:

Category	Estimated Useful Life in Years
Subscription asset	1 - 7
Transportation and related equipment	5 - 10
Office furniture and related equipment	5 - 15
Structures and improvements	10 - 20
Northern resource assets	5 - 27.5
Leases	4 - 31
Pumping stations and wells	40
Transmission, distribution, and mains	50 - 75

For detailed tables on capital assets, see Note 8.

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.

At the commencement of a lease, the SNWA initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured at the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments 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 uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, an estimated incremental borrowing rate is used as the discount rate for leases. The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of payments fixed in substance, and purchase option price that the SNWA is reasonably certain to exercise.

The SNWA monitors changes in circumstances that would require a remeasurement of its leases and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability. Lease assets are reported with other capital assets and lease liabilities are reported with current and long term liabilities on the statement of net position.

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 in the statement of net position.

At the commencement of a lease, the SNWA initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments made. The deferred inflow of resources is first measured at the initial amount of the lease receivable, adjusted for lease payments made at or before the lease commencement date. Consequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments related to leases include how the SNWA determines (1) the rate it uses to discount the expected lease payment receipts to present value, (2) the lease term, and (3) the lease payments. The SNWA uses its estimated incremental borrowing rate as the discount rate for leases. The lease term includes the noncancellable period of the lease. Lease payment receipts included in the measurement of the lease receivable are composed of payments fixed in substance that the SNWA is reasonably certain to receive.

The SNWA monitors changes in circumstances that would require a remeasurement of its leases, and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of lease receivable. Lease receivables are reported with current and noncurrent assets and deferred inflows are reported with deferred inflows of resources on the statement of net position.

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.

At the commencement of the SBITA, the SNWA initially measures the subscription liability at the present value of payments expected to be made during the lease term. Subsequently, the subscription liability is reduced by the principal portion of subscription payments made. The subscription asset is initially measured at the initial amount of the subscription liability, adjusted for subscriptions payments made at or before the subscription commencement date, plus capitalizable initial implementation costs. 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 judgments related to SBITAs are the same as those for leases.

The SNWA monitors changes in circumstances that would require a remeasurement of its SBITAs and will remeasure the subscription asset and liability if certain changes occur that are expected to significantly affect the amount of the subscription liability. Subscription assets are reported with other capital assets and subscription liabilities are reported with current and long-term liabilities on the statement of net position.

Deferred Outflow of Resources

A deferred outflow of resources represents a consumption of net assets that applies to a future period and will not be recognized as an outflow of resources (expense) until that future time.

Prepayments on Joint Projects

Prepayments on joint projects include costs paid to the LVVWD for enterprise-wide information technology projects that are currently in a multi-year implementation phase. The assets remain entirely in the LVVWD's general ledger. Post implementation, the LVVWD recognizes the assets as a SBITA and the SNWA recognizes an expense over the term of the subscription. Although the subscription assets are recorded solely by the LVVWD, both the LVVWD and the SNWA benefit from the use and functionality of the SBITA associated with these jointly funded projects. Additionally, the SNWA entered into an agreement with the Metropolitan Water District of Southern California to support planning and research efforts for a major reuse project.

Advances for Construction

Advances for construction represents funds received for construction activities before the work has been performed and the related revenue has been earned. These projects include the Garnet Valley Wastewater System and the Solar Power project.

Deferred Inflows of Resources

A deferred inflow of resources represents an acquisition of net assets that applies to a future period and therefore will not be recognized as an inflow of resources (revenue) until that future time.

Operating Revenues and Expenses

The SNWA distinguishes operating revenues and expenses from nonoperating items. Operating revenues include Wholesale Delivery Charges, Groundwater Management Fees, Administration Cost Recoveries, Las Vegas Wash Fees, and other ancillary revenues. During the fiscal years ended June 30, 2026 and 2025, the Wholesale Delivery Charge was $407 and $396 per acre-foot (AF) of potable water, respectively. The Wholesale Delivery Charge is designed to fund operation and maintenance of the SNWS, as well as the SNWA administration. The SNWA also charged $308 per AF for non-potable water delivered to the City of Boulder City for use on golf courses. For the fiscal year ended June 30, 2026, Groundwater Management Fees consist of an annual fee of $20 per AF of permitted groundwater rights or $20 per domestic well. Administration Cost Recoveries are amounts charged to member agencies of the SNWA that do not physically take potable water from the SNWS. These costs vary by purveyor and are designed to defray the administration costs associated with their membership. Las Vegas Wash Fees consist of contributions from other local governments to fund operating and maintenance costs on the Las Vegas Wash. Other revenues consist primarily of sales made from the SNWA’s northern resource properties.

Operating expenses include salary and benefit allocations from the LVVWD, energy, costs associated with the operation and maintenance of the SNWS and other administrative costs, and depreciation.

Nonoperating Revenues and Expenses

Nonoperating revenues and expenses are defined as (1) subsidies received and provided, (2) contributions to permanent and term endowments, (3) revenues and expenses related to financing, (4) resources from the disposal of capital assets and inventory, and (5) investment income and expenses.

Noncapital subsidies are defined as (a) resources received from another party or fund (1) for which the proprietary fund does not provide goods and services to the other party or fund and (2) that directly or indirectly keep the proprietary fund's current or future fees and charges lower than they would be otherwise; (b) resources provided to another party or fund (1) for which the other party or fund does not provide goods and services to the proprietary fund and (2) that are recoverable through the proprietary fund's current or future pricing policies; or (c) all other transfers.

Other nonoperating revenues and expenses include interest, investment and financing revenues and expenses, gain/loss on sale of capital assets and capital contributions.

Capital Contributions

Capital contributions include various monies that the SNWA receives which are restricted for use in the capital improvement programs and other expansion related programs. This also include sales tax revenue received from the State of Nevada. The sales tax proceeds received are statutorily restricted for construction purposes. Sales tax proceeds received in fiscal year 2026 were $101.2 million and in fiscal year 2025 were $97.6 million. For more information on capital contributions, see Note 18.

Conveyance Of Assets To Purveyor Members

As the region's wholesale water provider and long-term water resource manager, the SNWA may fund, construct, and convey infrastructure assets to its member agencies when doing so advances regional water resource objectives, supports the efficient delivery, collection, treatment, or return of water, promotes conservation, or enhances the reliability and sustainability of Southern Nevada's water system. Such projects are generally undertaken when SNWA expects to receive significant operational, water resource, conservation, or return-flow benefits that further its statutory mission and regional water management responsibilities.

In November 2020, the Board of Directors approved the Garnet Valley Wastewater Interlocal Infrastructure Agreement between the SNWA and the City of North Las Vegas (CNLV), a SNWA purveyor member, for a new water and wastewater system located within the CNLV service area to allow Colorado River return flows of highly-treated wastewater to Lake Mead via the Las Vegas Wash. Under the agreement, the SNWA conveyed $31.3 million of capital assets to CNLV during the fiscal year ended June 30, 2026, which meets the definition of a capital subsidy under GASB Statement No. 103, *Financial Reporting Model Improvements.*

Net Position

Net position is displayed in three components:

- Net investment in capital assets. This component represents the SNWA’s net position in its capital assets. It reflects the cost of capital assets, less accumulated depreciation and less the outstanding principal of related debt, excluding unspent proceeds.
- Restricted. This component reflects the carrying value of assets, less related liabilities, that are restricted by law or by other externally imposed restrictions, such as bond covenants. Assets that are restricted only because of SNWA imposed limitations are not included in the calculation.
- Unrestricted. This component represents the remaining net position balance that is available to support SNWA operations and capital asset acquisition/construction.

Legal Costs

The SNWA does not accrue estimated future legal and defense costs, if any, to be incurred in connection with outstanding or threatened litigation and other disputed matters, but rather records such as period costs when services are rendered. For more information on legal costs, see Note 14.

Water Rights Holding Company

In 1999, the Board established the Muddy River Water Holdings, Inc., a non-profit corporation authorized to facilitate the acquisition and holding of water rights stock and stock options. This corporation holds stock purchased by the SNWA that represents water rights. For more information on natural resource rights, see Note 9.

Restatements

The SNWA adopted GASB Statement No. 103, *Financial Reporting Model Improvements*, effective for the fiscal year ended June 30, 2026 and retrospectively restated the period ended June 30, 2025. No reclassification has been made for immaterial items that otherwise would be reclassified under GASB 103. The impacts of the restatements are summarized in the following tables:

Schedule of Restatements to the Statement of Revenues, Expenses, and Changes in Net Position

	As previously reported - Year Ended June 30, 2025	Adjustments	As restated - Year Ended June 30, 2025
Operating Revenues			
Other revenues	$ 14,329,693	$ (4,785,525)	$ 9,544,168
Total operating revenues	192,147,171	(4,785,525)	187,361,646
Operating Loss	(159,786,933)	(4,785,525)	(164,572,458)
Noncapital Subsidies			
Grant revenues	—	4,785,525	4,785,525
Total noncapital subsidies	—	4,785,525	4,785,525
Operating Loss and Noncapital Subsidies	—	(159,786,933)	(159,786,933)
Other Nonoperating Revenues (Expenses)			
Capital contributions	—	560,182,863	560,182,863
Total other nonoperating revenues (expenses)	3,590,025	560,182,863	563,772,888
Loss Before Capital Contributions	(156,196,908)	560,182,863	403,985,955
Capital contributions	560,182,863	(560,182,863)	—
Change in net position	$ 403,985,955	$ —	$ 403,985,955

Statement of Cash Flows

	As previously reported - Year Ended June 30, 2025	Adjustments	As restated - Year Ended June 30, 2025
Cash Flow From Operating Activities:			
Cash received from customers	$ 191,977,521	$ (3,338,512)	$ 188,639,009
Net cash provided by operating activities	14,034,232	(3,338,512)	10,695,720
Cash Flows From Noncapital Financing Activities:			
Noncapital grants	—	3,338,512	3,338,512
Net cash provided by noncapital financing activities	$ —	$ 3,338,512	$ 3,338,512
Cash Flows From Capital and Related Financing Activities:			
Principal paid on debt	$ (164,061,541)	$ 1,680,888	$ (162,380,653)
Bond issue costs	—	(1,680,888)	(1,680,888)
Net cash provided by capital and related financing activities	$ 425,106,614	$ —	$ 425,106,614
Reconciliation Of Operating Loss to Net Cash Provided By Operating Activities:			
Operating loss	$ (159,786,933)	$ (4,785,525)	$ (164,572,458)
(Increase) in other receivables	(12,116,723)	1,447,013	(10,669,710)

Reclassification

Certain reclassifications have been made to the fiscal year 2025 basic financial statements to conform to the fiscal year 2026 presentation.

New Accounting Pronouncements

In April 2024, the GASB issued Statement No. 103, *Financial Reporting Model Improvements*. The objective of this Statement is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. The requirements of this Statement are effective for fiscal years beginning after June 15, 2025. This statement was implemented for fiscal year ended June 30, 2026 and retrospectively presented for fiscal year ended June 30, 2025. The Statement of Revenues, Expenses, and Changes in Net Position and Statement of Cash Flows were updated to reflect the new format and classification of certain revenues and expenditures, and the Management and Discussion section updated by removing boilerplate and duplicate information to enhance readability.

In September 2024, the GASB issued Statement No. 104, *Disclosure of Certain Capital Assets*. The objective of this Statement is to provide users of government financial statements with essential information about certain types of capital assets. The requirements for this Statement are effective for fiscal years beginning after June 15, 2025. This statement was implemented for fiscal year ended June 30, 2026 and retrospectively presented for fiscal year ended June 30, 2025.

In December 2025, the GASB issued Statement No. 105, *Subsequent Events*. The objective of this Statement is to improve the financial reporting requirements for subsequent events, thereby enhancing consistency in their application

and better meeting the information needs of financial statement users. The statement defines subsequent events and clarifies the events that constitute recognized and nonrecognized events and establishes specific note disclosure requirements for nonrecognized events. The requirements for this Statement are effective for fiscal years beginning after June 15, 2026. The SNWA is currently evaluating how the adoption of Statement No. 105 will affect the SNWA's financial position, results of operations, or cash flows.

NOTE 2. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

Budgetary Information

The SNWA's budget is adopted annually by its Board. According to NRS 354.596, the SNWA must submit a tentative budget to the Nevada Department of Taxation on or before April 15 and provide notice of the budget's public hearing not more than 14, nor less than 7 days, before the date set for the public hearing. Although not required, the SNWA typically holds a budget workshop on the third Thursday in April. The budget workshop is conducted in a public meeting which includes opportunity for public comment. The public hearing is typically held on the third Thursday in May and is also a public meeting. NRS 354.598 requires that, subsequent to conducting the public hearing, the Board adopt a Final budget for the SNWA and transmit it to the Nevada Department of Taxation not later than June 1. The final budget's appropriations lapse at the end of the budget's fiscal year.

NRS 354.626 generally prohibits expenditures in excess of appropriations at the function level, which is the legal level of budgetary control. Budget transfers are reviewed by the Finance Department. Augmentations to increase total appropriations are accomplished by formal Board action. In May 2026, the Board approved an augmentation of the capital budget for the fiscal year ended June 30, 2026 within the SNWA enterprise fund by $75.0 million. The SNWA did not exceed its authorized appropriations in the fiscal year ended June 30, 2025. For a comparison of the results of financial activities to the final budget, see the Other Supplementary Information section directly following the notes to the basic financial statements.

NOTE 3. CASH AND CASH EQUIVALENTS

Cash and cash equivalents consist of demand deposit accounts containing unrestricted cash. Cash balances as of June 30, 2026 and 2025, were $29.2 million and $22.1 million, respectively. The SNWA bank balances as of June 30, 2026 and 2025, were $40.2 million and $17.6 million, respectively.

On July 22, 2003, the Nevada State Assembly approved an amendment to NRS 356.020 establishing a Nevada State Treasurer’s Pooled Collateral Program for local governments. The primary objective of the collateral pool is to reduce the risk for government agencies, while at the same time, decrease the overall collateral requirement for depositories. By centralizing the administration and reporting functions through the State Treasurer’s Office, both government agencies and depositories realize cost savings in terms of operational support and collateral efficiency. The bank utilized by the SNWA participates in the pool by pledging securities for the SNWA monies on deposit. The collateral pool for public fund deposits administered and monitored by the Nevada State Treasurer’s Pooled Collateral Office requires depository banks to place acceptable securities of no less than 102 percent of the value of the aggregate total deposits of public entities in Nevada with a third-party custodian.

NOTE 4. INVESTMENTS

The SNWA's investments were as follows:

	Estimated Fair Value	
Investment Type	June 30, 2026	June 30, 2025
U.S. treasury notes	$ 439,606,260	$ 479,727,946
Corporate bonds	372,498,108	334,430,107
U.S. agency bonds	202,704,743	467,062,931
Commercial paper	147,425,221	138,203,140
Mortgage-backed securities	145,924,071	65,538,379
Asset-backed securities	144,049,555	94,431,978
Negotiable certificates of deposit	118,471,630	24,997,750
Local Government Investment Pool	78,448,921	270,306,539
Supranational obligations	22,464,875	22,776,875
Total	$ 1,671,593,384	$ 1,897,475,645

Credit Risk

Credit risk is the risk to an investor that an issuer will default in the payment of interest and/or principal on a security. The SNWA manages exposure to credit risk by limiting investments to those security types and credit quality thresholds authorized under NRS 355, and by diversifying its portfolio across multiple asset classes and sectors.

As of June 30, 2026, the SNWA's investment ratings and estimated fair values were as follows:

Investment Type	S&P	Moody's		Fair Value
Mortgage backed securities	AA+	Aa1	$	145,924,071
Corporate bonds	AA-	Aa3		113,248,380
U.S. agency bonds	AA+	Aa1		101,489,696
Commercial paper	A-1	P-1		93,359,434
Negotiable certificates of deposit	A-1	P-1		88,494,130
Local Government Investment Pool	Unrated	Unrated		78,448,921
U.S. agency bonds	Unrated	Unrated		69,582,387
Asset-backed securities	AAA	Unrated		68,498,800
Asset-backed securities	AAA	Aaa		57,736,098
Corporate bonds	A+	A1		55,548,630
Commercial paper	A-1+	P-1		54,065,787
U.S. agency bonds	Unrated	Aa1		31,632,660
Corporate bonds	AA-	Aa2		30,602,030
Negotiable certificates of deposit	Unrated	P-1		29,977,500
Corporate bonds	AA	Aa1		29,904,150
Corporate bonds	A	Aa3		25,516,669
Corporate bonds	A+	Aa3		25,308,500
Supranational obligations	AAA	Aaa		22,464,875
Asset-backed securities	Unrated	Aaa		17,814,657
Corporate bonds	A-	A2		14,820,600
Corporate bonds	A	A1		14,316,720
Corporate bonds	AA+	Aaa		13,826,676
Corporate bonds	AA	Aa2		11,678,913
Corporate bonds	A	A2		10,025,300
Corporate bonds	Unrated	A1		10,008,000
Corporate bonds	Unrated	Aa3		9,832,900
Corporate bonds	AA+	Aa2		7,860,640
Total investments excluding U.S. treasury notes			$	1,231,987,124

As of June 30, 2025, the SNWA's investment ratings and estimated fair values were as follows:

Investment Type	S&P	Moody's	Fair Value
U.S. agency bonds	AA+	Aa1	$ 351,571,669
Local Government Investment Pool	Unrated	Unrated	270,306,539
Commercial paper	A-1	P-1	138,203,140
Asset-backed securities	AAA	Unrated	69,315,430
Mortgage-backed securities	AA+	Aa1	65,538,379
Corporate bonds	A+	A1	49,229,221
Corporate bonds	AA-	Aa3	41,055,995
Corporate bonds	A+	Aa3	35,499,100
Corporate bonds	AA+	Aaa	32,446,477
U.S. agency bonds	Unrated	Aa1	31,607,690
U.S. agency bonds	Unrated	Unrated	83,883,572
Corporate bonds	A-	A2	30,730,870
Corporate bonds	AA+	Aa1	30,306,015
Asset-backed securities	AAA	Aaa	25,116,548
Negotiable certificates of deposit	A-1	P-1	24,997,750
Supranational obligations	AAA	Aaa	22,776,875
Corporate bonds	AA	Aa2	21,470,288
Corporate bonds	A	Aa3	20,284,226
Corporate bonds	A	A1	18,899,095
Corporate bonds	AAA	Aaa	17,911,950
Corporate bonds	AA	A1	13,267,950
Corporate bonds	A	A2	12,094,620
Corporate bonds	AA-	Aa2	11,234,300
Total investments excluding U.S. treasury notes			$ 1,417,747,699

Concentration of Credit Risk

Concentration of credit risk for investments is the risk of loss attributable to the magnitude of an investment in a single issuer. In order to manages exposure to concentration of credit risk, the SNWA's investment policy limits the amount that can be invested to a single issuer as prescribed under NRS 355.

As of June 30, 2026, the following investments individually comprise five percent or more of the SNWA's total investment portfolio:

Issuer	Investment Type	Percentage of Investments
Federal National Mortgage Association	U.S. agency bonds	7%

As of June 30, 2025, the following investments individually comprise five percent or more of the SNWA's total investment portfolio:

Issuer	Investment Type	Percentage of Investments
Federal Farm Credit Bank	U.S. agency bonds	6%
Federal National Mortgage Association	U.S. agency bonds	6
Federal Home Loan Bank	U.S. agency bonds	5

Interest Rate Risk

Interest rate risk is 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 of the investment held is a measure of interest rate risk. As a means of limiting the SNWA's exposure to fair value losses due to rising interest rates, the investment policy limits its investments maturities to no more than ten years.

As of June 30, 2026, the SNWA's investments were as follows:

Investment Type	Fair Value	Weighted Average Maturity (Days)
U.S. treasury notes	$ 439,606,260	539
U.S. agency bonds	202,704,743	798
Corporate bonds	372,498,108	857
Commercial paper	147,425,221	132
Mortgage-backed securities	145,924,071	1,423
Asset-backed securities	144,049,555	1,598
Negotiable certificates of deposit	118,471,630	113
Local Government Investment Pool	78,448,921	43
Supranational obligations	22,464,875	1,006
Total fair value	$1,671,593,384	
Portfolio weighted average maturity		727

As of June 30, 2025, the SNWA's investments were as follows:

Investment Type	Fair Value	Weighted Average Maturity (Days)
U.S. treasury notes	$ 479,727,946	802
U.S. agency bonds	467,062,931	916
Corporate bonds	334,430,107	1,106
Local Government Investment Pool	270,306,539	49
Commercial paper	138,203,140	197
Asset-backed securities	94,431,978	1,836
Mortgage-backed securities	65,538,379	1,654
Negotiable certificates of deposit	24,997,750	389
Supranational obligations	22,776,875	1,371
Total fair value	$1,897,475,645	
Portfolio weighted average maturity		815

Custodial Credit Risk

Custodial credit risk is the risk that in the event of a financial institution failure, the SNWA deposits or collateral securities may not be returned to it. As of June 30, 2026 and 2025, the SNWA does not have any investments exposed to custodial credit risk. Therefore, the SNWA does not have an investment policy for custodial credit risk.

Fair Value Measurement

GASB Statement No. 72, *Fair Value Measurement and Application*, defines fair value, establishes a framework for measuring fair value, and provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The three levels of the fair value hierarchy are as follows:

- Level 1. Inputs are unadjusted quoted prices for identical assets or liabilities in active markets.
- Level 2. Inputs are other observable inputs.
- Level 3. Inputs are unobservable.

The fair value measurement level within the hierarchy is based on the lowest level of any input that is deemed significant to the fair value measurement. Valuation techniques used maximize the use of observable inputs and minimize the use of unobservable inputs.

The SNWA's Level 1 investments were valued based on quoted market prices provided by recognized broker dealers, and its Level 2 investments were valued by recognized broker dealers based on a matrix pricing model that maximizes the uses of observable inputs for similar securities.

At June 30, 2026, the SNWA had the following fair value classifications by investment level:

Investment Type	Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Unobservable Inputs (Level 3)
U.S. treasury notes	$ 439,606,260	$ 439,606,260	$ —	$ —
U.S. agency bonds	202,704,743	—	202,704,743	—
Corporate bonds	372,498,108	—	372,498,108	—
Commercial paper	147,425,221	—	147,425,221	—
Mortgage-backed securities	145,924,071	—	145,924,071	—
Asset-backed securities	144,049,555	—	144,049,555	—
Negotiable certificates of deposit	118,471,630	—	118,471,630	—
Supranational obligations	22,464,875	—	22,464,875	—
Total investments	$ 1,593,144,463	$ 439,606,260	$ 1,153,538,203	$ —

At June 30, 2025, the SNWA had the following fair value classifications by investment level:

Investment Type	Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Unobservable Inputs (Level 3)
U.S. treasury notes	$ 479,727,946	$ 479,727,946	$ —	$ —
U.S. agency bonds	467,062,931	—	467,062,931	—
Corporate bonds	334,430,107	—	334,430,107	—
Commercial paper	138,203,140	—	138,203,140	—
Asset-backed securities	94,431,978	—	94,431,978	—
Mortgage-backed securities	65,538,379	—	65,538,379	—
Negotiable certificates of deposit	24,997,750	—	24,997,750	—
Supranational obligations	22,776,875	—	22,776,875	—
Total investments	$ 1,627,169,106	$ 479,727,946	$ 1,147,441,160	$ —

NOTE 5. DUE FROM MEMBER AGENCIES

The SNWA bills its member agencies for Wholesale Delivery Charges for water delivered to purveyor members, and bills for reimbursement of general, administrative, and other charges. In addition to these billings, purveyor members collect Regional Infrastructure Charges, Regional Connection Charges, Regional Commodity Charges, and Regional Reliability Surcharges (the latter two known collectively as Regional Water Charges). Revenue from billings and collections are remitted to the SNWA monthly.

Also, the SNWA has advanced funds of $19.0 million to the LVVWD that are used to fund daily operating costs paid by the LVVWD. The LVVWD sends the SNWA monthly detailed bills for expenses the LVVWD incurred on the SNWA's behalf and the SNWA pays these billings when received. At fiscal year end, the SNWA nets any outstanding amounts owed to the LVVWD against the advance and shows the unused balance of advanced funds in the Due from Member Agencies account. As of June 30, 2026 and 2025, the entire advance was applied against SNWA-related expenses.

Based on historical collection experience, management believes all accounts are collectible, and therefore no allowance has been provided for bad debts. The following table summarizes the amounts due from the SNWA's member agencies and Nellis Air Force Base, which the SNWA serves, at the fiscal years ended June 30, 2026 and 2025:

Member Agency	2026	2025
Las Vegas Valley Water District	$ 22,498,287	$ 18,809,217
City of Henderson	13,133,445	10,590,887
City of North Las Vegas	13,051,312	6,219,172
City of Boulder City	558,871	540,310
Clark County Water Reclamation District	70,000	35,000
Big Bend Water District	54,476	69,476
Nellis Air Force Base	27,016	32,832
Total due from member agencies	$ 49,393,407	$ 36,296,894

NOTE 6. RECEIVABLES

Receivables include amounts due from the State of Nevada, grantors and businesses, as well as accrued interest from investments. Based on historical collection experience, management believes all amounts are collectible, and therefore no allowance has been provided for bad debts. The following table summarizes amounts due at the fiscal years ended June 30, 2026 and 2025:

	2026	2025
Current receivables - unrestricted		
Grants receivable	$ 12,374,188	$ 8,710,107
Accrued interest from investments	10,379,235	7,795,800
Department of the Interior - Lower Colorado River Basin Conservation and Efficiency Program	6,981,972	9,216,847
Lease receivable	2,089,793	2,075,973
Other receivable	1,145,571	1,056,542
Southern Nevada Public Lands Management Act	827,718	146,102
Total current receivables - unrestricted	33,798,477	29,001,371
Current receivables - restricted		
State of Nevada - Department of Taxation	28,550,067	33,138,110
Total current receivables	$ 62,348,544	$ 62,139,481

Lease Receivable

The SNWA, as a lessor, has entered into four lease agreements involving office space at Molasky Corporate Center with LVVWD and land for cell tower locations. As of June 30, 2026 and 2025, the total lease receivable was $4.6 million and $4.8 million, respectively. The leases have interest rates between 0.8 percent and 2.1 percent, and an estimated life of 4 to 20 years. The SNWA recognized $2.1 million of lease revenue, $43,893 of interest revenue, and $1,937 of variable payment revenue related to these leases for the fiscal year ended June 30, 2026. For the fiscal year ended June 30, 2025, the SNWA recognized $2.1 million of lease revenue, $68,690 of interest revenue and $4,367 variable payment revenue.

The SNWA's future lease income under lease agreements are as follows:

	Future Lease Income		
Fiscal Years Ending June 30	Principal	Interest	Total
2027	$ 2,089,793	$ 55,471	$ 2,145,264
2028	800,752	37,521	838,273
2029	572,649	26,126	598,775
2030	587,274	14,494	601,768
2031	89,564	9,115	98,679
2032-2036	448,156	22,593	470,749
2037	61,123	349	61,472
	$ 4,649,311	$ 165,669	$ 4,814,980

Moapa Valley Water District

In 2023, the Nevada Department of Conservation and Natural Resources established a grant-based program to incentivize the "retirement" of groundwater rights in Nevada's over-appropriated hydrologic basins. The Lower White River Flow System (LWRFS) is one of the qualifying basins. The SNWA, in cooperation with the Moapa Valley Water District (MVWD), received a $3.0 million grant to support the acquisition of 2,329.55 acre-feet annually of the LWFRS groundwater rights by MVWD and the concurrent retirement of an equal amount of LWRFS water rights owned by MVWD. The water rights were purchased for $6.0 million and are senior to those used by MVWD. After applying the $3.0 million grant, the SNWA agreed to pay the remaining balance of $3.0 million and entered into an agreement to finance the purchase of the groundwater rights with MVWD in July 2024. The loan receivable is for 15 years, paid in annual installments of $200,000 with imputed interest of 10.5 percent based on the statutory rate established under NRS 99.

	Future MVWD Payments		
Fiscal Years Ending June 30	Principal	Interest	Total
2027	$ 54,616	$ 145,384	$ 200,000
2028	60,351	139,649	200,000
2029	66,688	133,312	200,000
2030	73,690	126,310	200,000
2031	81,427	118,573	200,000
2032-2036	554,813	445,187	1,000,000
2037-2039	493,025	106,975	600,000
	$ 1,384,610	$ 1,215,390	$ 2,600,000

NOTE 7. INVENTORIES AND PREPAID EXPENSES

For information about prepaid energy, see the forward energy contract discussion in Note 14. The following table summarizes inventories and prepaid expenses at the fiscal years ended June 30, 2026 and 2025:

	2026	2025
Prepaid energy	$ 24,847,896	$ 24,039,022
Inventory	10,622,074	9,768,670
Other prepaid expenses	1,821,935	2,367,959
Total inventories and prepaid expenses	$ 37,291,905	$ 36,175,651

NOTE 8. CAPITAL ASSETS

The following tables summarize changes in major categories of capital assets for the fiscal years ended. Natural resource rights and Construction In Progress are described in more detail in Note 9 and Note 10.

	For the Fiscal Year Ended June 30, 2026			
	Balance June 30, 2025	Increases	Decreases	Balance June 30, 2026
Capital assets, not depreciated				
Construction in progress	$ 339,632,992	$ 464,239,456	$ (84,905,288)	$ 718,967,160
Land and land rights	331,174,404	29,400,014	—	360,574,418
Natural resource rights	500,736,560	1,250,000	—	501,986,560
Total capital assets, not depreciated	1,171,543,956	494,889,470	(84,905,288)	1,581,528,138
Capital assets, depreciated and amortized				
Structures and improvements	1,009,669,978	9,621,030	(3,178,649)	1,016,112,359
Pumping stations and wells	1,430,338,631	1,565,056	(1,190,660)	1,430,713,027
Transmission and distribution	2,685,363,345	7,783,375	(103,694)	2,693,043,026
Furniture and office equipment	12,680,364	369,609	(7,789,017)	5,260,956
Transportation and work equipment	181,571,681	13,712,633	(5,896,119)	189,388,195
Northern resources assets	35,815,785	2,533,150	(691,991)	37,656,944
Leases				
Buildings	486,666	—	—	486,666
Equipment	5,424,700	—	—	5,424,700
Subscription assets	4,609,434	239,603	(892,009)	3,957,028
Total capital assets, depreciated and amortized (property, plant and equipment)	5,365,960,584	35,824,456	(19,742,139)	5,382,042,901
Accumulated depreciation and amortization				
Structures and improvements	730,978,571	34,034,355	(3,144,947)	761,867,979
Pumping stations and wells	445,779,155	35,280,461	(1,190,659)	479,868,957
Transmission and distribution	760,868,751	37,190,262	(103,693)	797,955,320
Furniture and office equipment	12,632,552	369,609	(7,789,016)	5,213,145
Transportation and work equipment	131,229,457	7,087,992	(5,837,290)	132,480,159
Northern resources assets	29,643,367	1,518,400	(691,992)	30,469,775
Leases				
Buildings	373,379	60,299	—	433,678
Equipment	1,057,244	227,410	—	1,284,654
Subscription assets	2,971,925	990,286	(892,008)	3,070,203
Total accumulated depreciation and amortization	2,115,534,401	116,759,074	(19,649,605)	2,212,643,870
Total capital assets, net	$ 4,421,970,139	$ 413,954,852	$ (84,997,822)	$ 4,750,927,169

	For the Fiscal Year Ended June 30, 2025			
Capital Assets Category	Balance June 30, 2024	Increases	Decreases	Balance June 30, 2025
Capital assets, not depreciated				
Construction in progress	$ 216,808,953	$ 144,099,032	$ (21,274,993)	$ 339,632,992
Land and land rights	283,977,658	47,196,746	—	331,174,404
Natural resource rights	502,020,378	—	(1,283,818)	500,736,560
Total capital assets, not depreciated	1,002,806,989	191,295,778	(22,558,811)	1,171,543,956
Capital assets, depreciated and amortized				
Structures and improvements	1,001,547,826	8,122,152	—	1,009,669,978
Pumping stations and wells	1,426,857,886	3,480,745	—	1,430,338,631
Transmission and distribution	2,685,067,431	295,914	—	2,685,363,345
Furniture and office equipment	12,599,738	80,626	—	12,680,364
Transportation and work equipment	170,698,920	11,607,064	(734,303)	181,571,681
Northern resources assets	34,564,299	1,456,809	(205,323)	35,815,785
Leases				
Buildings	486,666	—	—	486,666
Equipment	5,424,700	—	—	5,424,700
Subscription assets	4,142,101	614,457	(147,124)	4,609,434
Total capital assets, depreciated and amortized (property, plant and equipment)	5,341,389,567	25,657,767	(1,086,750)	5,365,960,584
Accumulated depreciation and amortization				
Structures and improvements	697,361,945	33,616,626	—	730,978,571
Pumping stations and wells	410,552,208	35,226,947	—	445,779,155
Transmission and distribution	723,716,985	37,151,766	—	760,868,751
Furniture and office equipment	12,199,248	433,304	—	12,632,552
Transportation and work equipment	125,458,515	6,503,625	(732,683)	131,229,457
Northern resources assets	28,259,474	1,588,448	(204,555)	29,643,367
Leases				
Buildings	313,080	60,299	—	373,379
Equipment	829,834	227,410	—	1,057,244
Subscription assets	2,060,186	975,287	(63,548)	2,971,925
Total accumulated depreciation and amortization	2,000,751,475	115,783,712	(1,000,786)	2,115,534,401
Total capital assets, net	$ 4,343,445,081	$ 101,169,833	$ (22,644,775)	$ 4,421,970,139

NOTE 9. NATURAL RESOURCE RIGHTS

Arizona Water Bank

In 1993, the Board approved a cooperative agreement among its member agencies for funding and participation in the Arizona Underground Storage Demonstration Project (Project). The Project was originally an agreement between the Central Arizona Water Conservation District (CAWCD) and the Metropolitan Water District of Southern California to store water from the Colorado River in underground aquifers in Arizona. The SNWA agreed to participate in the Project and pay CAWCD to store Colorado River water in Arizona. In the event of either a flood release or an anticipatory release of Colorado River water, water stored in Arizona would then become the property of the States of California and Nevada. In 1996 and 1997, the United States Secretary of Interior declared a surplus, and 50,000 AF of water stored in Arizona were assigned to the SNWA. Under the Project, the SNWA purchased the 50,000 AF of water available for future use and funded the expenditure through capital contributions from the SNWA's member agencies.

In 2001, the SNWA and CRC approved an Agreement for Interstate Water Banking (Banking Agreement) with the Arizona Water Banking Authority (AWBA). The AWBA agreed to use its best efforts to store 1.2 million AF of Colorado River water underground in Arizona for the SNWA under the Banking Agreement, and two related agreements that were executed in 2002. Also in 2002, the SNWA and the CRC entered into an agreement with the AWBA to allow the SNWA to store water in Arizona during that year while the remaining agreements were being negotiated. Under the 2002 agreement, the SNWA stored 66,595 AF of Colorado River water in Arizona. In 2004, as part of a subsequent agreement, the AWBA agreed to store an extra 10,000 AF of Nevada's unused Colorado River water for the SNWA.

In 2004, the Board approved an amendment to the 2001 Banking Agreement that guarantees Nevada 1.25 million AF of water storage in aggregate (approximately 1.13 million AF of additional storage plus utilization of the roughly 120,000 AF of water previously stored) in Arizona. In exchange for the water stored, the SNWA agreed to make an initial payment of $100 million and payments of $23 million per year for a ten-year period beginning in 2009. Additionally, the SNWA agreed to pay the AWBA's actual cost to recover the stored water.

After several mutually agreed upon deferrals of payment, the AWBA and the SNWA approved an amendment to the 2001 Banking Agreement in May 2013 that relieved the SNWA from its obligation to pay the AWBA $217.3 million in remaining annual payments. In exchange, the AWBA will complete any additional storage of Colorado River water on a pay-as-you-go basis. Also, the SNWA will pay a $20,000 annual administrative fee for maintenance of the SNWA's storage credits.

Drop 2 / Brock Storage Reservoir Water Rights

In 2005, the Bureau of Reclamation completed a study of potential alternatives for replacing lost storage capacity, reducing excess deliveries to Mexico, and improving lower river operational control. It was determined that building a small reservoir near the All-American Canal was the best alternative. In return for funding the design and construction of the Drop 2 Reservoir, the SNWA received the right to 400,000 AF of System Efficiency Intentionally Created Surplus. The SNWA is able to utilize this water through 2036 at a maximum rate of 40,000 acre-feet per year (AFY).

Northern Resource Properties and Related Rights

In 2006 and 2007, the Board approved the purchase of seven properties in Spring Valley, Nevada. In addition to its land holdings of over 23,000 acres, the SNWA also acquired surface and groundwater rights associated with the properties. Through June 30, 2012, the SNWA acquired more than 33,000 AFY of surface water rights, more than 6,000 AFY of groundwater rights, and more than 23,000 AFY of supplemental water rights. Additional negligible water rights were acquired in 2010. The SNWA intends to use the surface water rights to help manage the groundwater basin and support other environmental management activities associated with its Clark, Lincoln, and White Pine Counties Groundwater Development Project.

The Bureau of Land Management (BLM) and United States Forest Service (USFS) issue permits allowing livestock to graze on lands in districts formed primarily under the Taylor Grazing Act. These grazing permits specify grazing preference and the terms and conditions under which permittees may graze these lands during the term of the permit. They are issued by land units called allotments with units known as Animal Unit Months (AUM). An AUM is defined as the amount of forage needed by an animal unit grazing for one month (approximately 1,000 pounds of dry forage). Permits issued by the BLM and USFS are effective for ten years and are subject to renewal. As of June 30, 2026, the SNWA owned permits equivalent to 48,433 AUMs. The SNWA has verified through a third party that the AUMs have not been impeded or decreased in value by any legal actions.

Muddy River Water Rights

In 1996, the Board authorized the General Manager to request proposals for acquisition of up to 5,600 AF of Muddy River Water Rights from shareholders of the Muddy Valley Irrigation Company (MVIC). In 1999, the SNWA purchased 3,662 AF of water rights from several shareholders. In 2000, the SNWA exercised all options possible and obtained the permanent water rights associated with those options totaling 1,764 AF. The Board authorized and executed an additional purchase of shares in 2001, representing a total of 188 AF of water. In 2002 and 2004, the Board authorized the acquisition of an additional 3,300 AF and 600 AF, respectively, of Muddy River Water Rights bringing the total authorized for purchase to 9,500 AF. In 2008 (amended 2011), the Board authorized the acquisition of shares of the MVIC, along with additional shares of other northeastern Clark County rural irrigation companies. These authorizations do not give a specific limit for the MVIC acquisition but instead establishes a $57.1 million limit for post 2007 acquisitions or leases of the MVIC and two other rural irrigation companies. The SNWA has not exceeded this authorization. In 2022, the Board authorized the purchase of Muddy River and Virgin River Water Rights, and as a result, SNWA has acquired additional MVIC shares representing 13 AF.

Hydropower Rights

The CRC was created in 1935 for securing and distributing Nevada's right to Colorado River water and hydroelectric power. The CRC delivers Nevada's allocation of Colorado River hydroelectric power to various municipal and non-municipal customers in Southern Nevada.

The SNWA's hydropower portfolio consists of power that is generated at Hoover, Parker, and Davis Dams. The SNWA receives an allocation of Hoover power from the CRC of 17,146 kW of contingent capacity and 79,349,211 kWh per year of firm energy. This contract is effective from October 1, 2017 through September 30, 2067. The SNWA also receives a maximum of 9,456 kW per year of capacity that is generated at Parker and Davis Dams and 34,381,632 kWh of firm energy. The SNWA's Parker-Davis contract with the CRC expires in 2028. Accordingly, the hydropower is considered a perpetual resource.

Virgin River Water Rights Development

In 1994, the Board agreed to accept assignment of Nevada's Virgin River water rights from the LVVWD, subject to the SNWA reimbursing the LVVWD for all costs incurred related to the acquisition of those water rights. Additionally, the SNWA acquired 350 shares of the Bunkerville Irrigation Company (BIC) in September 2005. The shares represent 3,710 AF of Virgin River surface water rights. Under the terms of an agreement between the SNWA and the Virgin Valley Water District (VVWD) in 2000, the SNWA transferred 3,710 AF of its water rights to the VVWD to assist in the development of additional groundwater resources in the Virgin River Basin. In 2008 (amended 2011), the Board authorized the acquisition of shares of the BIC and the Mesquite Irrigation Company (MIC). The authorization, which includes the MVIC as described above, does not give a specific limit for acquisition. Instead, it establishes a $57.1 million limit for post-2007 acquisitions or leases of the MVIC, BIC, and MIC. The SNWA has not exceeded this authorization. In 2022, the Board authorized the purchase of Virgin River and Muddy River water rights, and as a result, SNWA has acquired additional BIC and MIC shares representing 377 AF.

Coyote Springs Water Rights

In 1997, the Board authorized the General Manager to initiate negotiations for the purchase of groundwater rights and a well in the Coyote Springs Valley located about 60 miles northeast of Las Vegas. In 1998, the Board approved the purchase of 7,500 AF of groundwater rights and the well with associated real property including easements. In 2002, the SNWA purchased another 1,500 AF of water rights from Coyote Springs Investment, LLC.

Binational ICS

In November 2012, the SNWA and several U.S. federal and state agencies signed a series of agreements to implement Minute 319 to the 1944 Mexican Water Treaty. Minute 319 creates a new binational framework to address shortages and surpluses on the Colorado River, and allows Mexico to store water in Lake Mead for future use. The pilot project is instrumental in funding improvements to Mexico's water infrastructure and conservation measures. The agreement helps ensure the Colorado River system can meet the needs of both countries. The SNWA was credited with 23,750 AF of water, which was proportional to its capital contribution. In September 2017, the SNWA signed a series of new agreements to implement the terms of a new Minute, Minute 323. Minute 323 continues many of the measures established in Minute 319 and includes a new binational framework for sharing reductions in water deliveries due to the ongoing drought. The SNWA was credited with an additional 9,092 AF of water, which was proportional to its capital contribution.

Other Water Rights

The SNWA holds multiple contractual rights to Colorado River water held by outside corporations. The rights do not increase Nevada's 300,000 AF basic apportionment of Colorado River water, but will ensure that the SNWA is the sole entity authorized to receive this water.

Groundwater Management Program

In 1999, the Nevada Legislature directed the SNWA to establish a Groundwater Management Program (GMP) for the Las Vegas Valley. The GMP provided for the recharging of treated Colorado River water into the Las Vegas Valley Groundwater Basin (LVVGB) for the permanent benefit of the aquifer. Funds collected as part of the GMP are used for this recharge and other programs to benefit well owners.

The following table summarizes the amounts capitalized related to natural resource rights at the fiscal years ended June 30, 2026 and 2025:

	2026	2025
Arizona water bank	$ 136,967,572	$ 136,967,572
Drop 2 / Brock Storage Reservoir water rights	99,797,437	99,797,437
Muddy River water rights	66,063,096	66,063,096
Northern resource property and rights	60,881,740	60,881,740
Hydropower rights	53,000,000	53,000,000
Virgin River water rights development	42,636,979	42,636,979
Coyote Springs water rights	33,229,230	33,229,230
Binational ICS	6,252,076	5,002,076
Other water rights	2,000,000	2,000,000
Groundwater management program	1,158,430	1,158,430
Total natural resource rights	$ 501,986,560	$ 500,736,560

NOTE 10. CONSTRUCTION IN PROGRESS

Major Construction and Capital Plan (MCCP)

The MCCP comprises the majority of the SNWA's capital projects and is revised periodically as needed. These projects include SNWS expansions and redundancy, water treatment improvements, acquisition of water resources, efficiency improvements, projects which address environmental and safety issues, support facilities including power, and other objectives defined by the Board.

The MCCP was most recently revised and approved by the Board on November 19, 2020. The plan's estimated costs of $3.2 billion (in 2019 dollars) provide for system expansion projects, water resource management and acquisitions, and system maintenance and upgrades. Costs may include design, engineering, land, construction, program management, construction management, environmental mitigation, and interest.

Lower Las Vegas Wash Stabilization Plan (LLVWSP)

The Las Vegas Wash (Wash) is the primary urban runoff, wastewater, and floodwater outlet from the Las Vegas Valley into Lake Mead. The Wash is considered a critical component of the local watershed and its flows represent a valuable water resource for southern Nevada.

On October 15, 2020, the Board approved a Stabilization Plan that provided for the design and construction of additional erosion control structures, as well as the design of repairs to existing erosion control structures. Continued urban runoff in the Lower Wash and significant declines to Lake Mead's water elevations have exacerbated erosion concerns, necessitating the construction of these additional structures. These projects were funded by a portion of the gross sales tax the SNWA receives that has been designated for the Wash, as well as by grants and contributions from various state and federal agencies. Agreements with federal agencies on maintenance of these structures that exist on federally-owned and managed land were unsuccessful and the projects also experienced significant inflationary increases to cost. Without a clear long-term maintenance plan and additional funding sources to cover the increased spend, these projects were canceled in fiscal year ended June 30, 2026, and the costs were reclassified to operating expense.

The following table summarizes the Construction in Progress at the fiscal years ended June 30, 2026 and 2025:

	2026	2025
Major Construction and Capital Plan	$ 718,967,160	$ 316,725,446
Lower Las Vegas Wash Stabilization Plan	—	22,907,546
Total construction in progress	$ 718,967,160	$ 339,632,992

The increase of Construction in Progress indicated above is primarily attributable to capital spending for system expansion projects such as the Horizon Lateral project, the Garnet Valley Water Transmission/Wastewater projects, Stage II Reliability Upgrade projects, the Solar Power project, and the Ozone Replacement projects during the fiscal year ended June 30, 2026.

NOTE 11. WATER RECHARGE INVENTORY

In 1993, member agencies of the SNWA entered into a cooperative agreement for the banking of water (recharge) in the LVVGB. The purpose of this agreement was to allow the LVVWD to store water on behalf of the member agencies for future use. The SNWA was not a party to the 1993 agreement.

In 2006, the Board approved an agreement between the SNWA and the parties involved in the 1993 cooperative agreement for the sale and transfer of water banked in the LVVGB. The agreement centrally locates this water source with the SNWA for future use by all member agencies. In addition, the SNWA entered into a cooperative agreement with

the LVVWD to allow the SNWA to store water in the LVVGB for the future use of the SNWA. As part of this agreement, the LVVWD agreed to continue its recharge of the LVVGB, with the SNWA reimbursing all related costs on a monthly basis. The agreement also allows the SNWA to manage the water stored in the LVVGB for supplemental use of the valley's water supply in future years, to operate a GMP as directed by NRS 572, and other uses as deemed necessary. As of June 30, 2026, the SNWA paid $84.7 million net of sales for 339,135 AF of storage. As of June 30, 2025, the SNWA paid $84.9 million net of sales for 339,846 AF of storage.

NOTE 12. DEFERRED OUTFLOWS AND INFLOWS OF RESOURCES

As required by GASB Statement No. 23, *Accounting and Financial Reporting for Refundings of Debt Reported by Proprietary Activities,* the difference between the reacquisition price and the net carrying amount of old debt that is current or advance refunded is capitalized, shown as deferred outflows of resources or deferred inflows of resources, and amortized to interest expense over the shorter of the remaining life of the old debt or the life of the new debt. The decision to refund bonds can be made because there is an economic gain to be realized from refunding, even though there may be an increase in the amount of debt outstanding. Economic gain is determined by comparing the present value of cash flow of the existing bond issue with that of the refunding bond issue. Typically, the economic gain comes from lower interest rates of the refunding bonds. Refundings can also occur as needed to provide cash flow relief. The balances on the deferred amount from bond refundings are being amortized over the life of the associated debt. As of June 30, 2026, deferred outflows and inflows of resources related to bond refundings was $11.0 million and $61.0 million, respectively. As of June 30, 2025, deferred outflows and inflows of resources related to bond refundings was $15.1 million and $30.4 million, respectively.

In fiscal year 2016, the LVVWD implemented GASB Statement No. 68, *Accounting and Financial Reporting for Pensions,* which resulted in the recognition of deferred amounts related to its pension. In fiscal year 2018, the LVVWD implemented GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, which resulted in the recognition of deferred amounts related to its postemployment benefits other than pensions. The SNWA's deferred amounts are its recognition of its share of the LVVWD's deferrals described above. As of June 30, 2026 and 2025, there were no deferred outflows and $39.8 million and $5.0 million of deferred inflows of resources due to related party, respectively.

As required by GASB Statement No. 83, *Certain Asset Retirement Obligation*, a government is required to record an Asset Retirement Obligation (ARO) when a legally enforceable liability exists that is associated with the retirement of a tangible capital asset which meets the criteria defined in the Statement. This liability is offset by a deferred outflow of resources. The balance on the deferred amount from AROs is amortized over the period from when the ARO criteria are met until the cash outflow eventually occurs. Note 16 provides a description of the SNWA's outstanding AROs. As of June 30, 2026 and June 30, 2025, deferred outflows of resources related to the AROs were $14,671 and $27,349, respectively.

As required by GASB Statement No. 87, *Leases*, a entity that is a lessor of an underlying asset should recognize a lease receivable and a deferred inflow of resources. A lessor initially should measure the lease receivable at the present value of lease payments expected to be received during the lease term and an associated deferred inflow of resources of the initial amount of the lease receivable plus any lease payments received from the lessee at or before the commencement of the lease term that relate to future periods. The balance of the deferred amount from the lease is amortized over the term of the lease. As of June 30, 2026 and June 30, 2025, there were deferred inflows of resources related to leases of $4.5 million and $4.7 million, respectively.

NOTE 13. ACCOUNTS PAYABLE

The following table summarizes the accounts payable balances by category at the fiscal years ended June 30, 2026 and 2025:

	2026	2025
Construction and operations	$ 55,421,418	$ 32,649,967
Retention on construction	12,162,944	914,382
Energy-related	5,673,138	4,937,760
Total accounts payable	$ 73,257,500	$ 38,502,109

The amounts payable to the LVVWD are netted against the amounts due from the LVVWD and the $19.0 million advance. See Note 5 for more information.

NOTE 14. COMMITMENTS, RESERVES, AND CONTINGENCIES

Construction Contracts

The SNWA records commitments after entering into construction contracts over $100,000. Those commitments are relieved after payments are issued against those contracts. Those commitments are also relieved if the contract work is completed or the contract is terminated and a balance in the related commitment account remains. For the fiscal years ended June 30, 2026 and 2025, the SNWA had construction contract commitments totaling approximately $746.1 million and $270.1 million, respectively. These are the amounts the SNWA is obligated to pay if all contractors perform per their contracts. The SNWA could substantially reduce the amount of these commitments by notifying contractors to suspend further work and by paying for work completed to that point.

Leases

Lease Obligations

In April 2008, the Board approved agreements allowing the SNWA to lease rights from shareholders of the MVIC, the BIC, and the MIC (Mesquite leases). The approval allows the Mesquite leases to be offered for any period of time that is agreeable to the SNWA and the water rights holder. Initial Mesquite leases, which began on October 1, 2008, were from one to ten years in duration, and had an annual escalation factor of three percent. In May 2014, the Board approved agreements extending expired leases through September 30, 2016. In 2016, the Board approved new ten-year lease agreements through September 30, 2026, which contain an annual escalation factor of three percent. The rates for the new leases are 48.39 percent to 59.01 percent lower per AF than the original leases.

In January 2017, the Board approved an agreement with the Moapa Band of Paiute Indians (Tribe) allowing the SNWA to sublease surface water rights for the creation of Tributary Conservation Intentionally Created Surplus. The ten-year lease agreement allows the SNWA to sublease 3,000 AF per year of the Tribe's MVIC water rights for $119 per AF with an annual escalation factor of three percent.

In March 2009, the Board approved an agreement with the MVIC allowing the SNWA to lease winter irrigation water rights from the MVIC. The nineteen-year lease agreement allows the SNWA to lease 3,000 AF of water per winter season at $442,801 per year for the first nine years and 1,000 AF of water per winter season at $259,488 per year for the next ten years. Each of these amounts has an attached escalation factor of three percent annually after the first year of activation. The SNWA would also pay $25 per AF (escalated annually) to the MVIC for conveying any of this water through the MVIC water distribution system to Lake Mead.

In March 2006, the Board approved an agreement between the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints (CPB) and the SNWA. The agreement allows the SNWA to lease up to 2,001 AF of water

annually from the CPB. The initial lease is for a twenty-year period with the option to renew for two additional ten-year periods. The rate per AF is $130 with an additional $100 per AF surcharge if the water is used outside the Moapa Valley Water District (MVWD) service territory. The lease contains an escalation clause based on the Consumer Price Index for All Urban Customers All Items Unadjusted.

The SNWA is currently constructing a 10-mile, 230-kV transmission line extension and switchyard (Transmission Line) to interconnect with the existing River Mountain transmission system. Townsite Solar 2 LLC (Townsite) is developing a new solar photovoltaic facility, battery energy storage system, substation, and all necessary ancillary facilities in the vicinity of the Transmission Line and an existing Townsite Solar Project (TS2 Project). Townsite expressed interest in the interconnection of the TS2 Project to the SNWA's River Mountains transmission system. In January 2024, the SNWA submitted the Study to Townsite with estimates for necessary design and construction changes to the Transmission Line (System Upgrades) allowing for interconnection to the TS2 Project. In September 2024, the SNWA entered into a Facilities Development and Cost Reimbursement Agreement with Townsite. Per the agreement, Townsite prepaid all the projected costs associated with the System Upgrades of $5.6 million, whether or not Townsite moves forward with the TS2 Project. Once the System Upgrades are complete, the SNWA will reconcile actual to projected costs with Townsite. At the same time, the SNWA also entered into an Option Agreement with Townsite. To maintain the option, Townsite will pay the SNWA $278,333 annually for up to three years, or until the option is exercised. If exercised, Townsite will receive interconnection and power exchange rights of up to 167 megawatts of excess capacity on the System, estimated at approximately $3.2 million per year, for a term of 30 years, with an option to extend an additional 10 years. In February 2026, the Option Agreement was amended to extend the termination date by an additional year.

Each of the agreements above have been analyzed and determined to be outside the scope of GASB Statement No. 87, *Leases*. None of the leases listed above contain contingent rentals, which are rentals in which amounts are dependent upon some factor other than the passage of time. The following table shows the remaining minimum rental payments due under the terms of the lease contracts described above as of June 30, 2026:

Fiscal Year Ending June 30	Tribe	MVIC	CPB	Total
2027	$ 232,905	$ 328,712	$ 130,065	$ 691,682
2028	—	338,573	—	338,573
2029	—	—	—	—
2030	—	—	—	—
2031	—	—	—	—
Total payments	$ 232,905	$ 667,285	$ 130,065	$ 1,030,255

Lease Receivables

In 2004, the SNWA leased office space at the Molasky Corporate Center in downtown Las Vegas. In 2006, the SNWA entered into an interlocal agreement with the LVVWD to sublease 34,898 square feet of office space at the Molasky Corporate Center. Per the agreement, the LVVWD pays a share of leasehold improvements. The sublease assumes a twenty-year useful life on structural leasehold improvements and the LVVWD pays a pro-rated share of the amortized value of such improvements. The sublease contains no escalation clauses. In November 2015, the SNWA exercised its purchase option on floors twelve and fourteen. As of June 30, 2026, the leased office space had a carrying value of $23.7 million, with $18.7 million in accumulated depreciation. As of July 1, 2021, the lease has been accounted for in compliance with GASB Statement No. 87, *Leases*. See Note 6.

In March 2009, the Board approved three agreements with NV Energy Company (NVE). One agreement allows NVE to lease 1,050 AF of the SNWA water over a ten-year period for an annual price of $83,721. This annual payment is required to be paid regardless of whether the water is utilized. The lease expires in 2052. The second agreement allows NVE to lease a maximum of 2,200 AF of Muddy River water per winter season for the first nine years and a maximum of 1,000 AF of Muddy River water per winter season for years 10 through 19. Payments will be made only on an as-used basis with a maximum pre-escalation payment of $274,804 per year during the first nine years and a maximum pre-

escalation payment of $259,490 per year during the remaining term of the lease. The final lease allows NVE to option an additional 800 AF of water per year during the first nine-year winter season described above for a cost of $291.83 per AF. All amounts described in this paragraph are subject to a three percent annual escalation. For the remaining period of the leases, the SNWA anticipates receiving a minimum $5.2 million of aggregate payments. Each of the three NVE agreements above have been analyzed and determined to be outside the scope of GASB Statement No. 87, *Leases*.

Except as noted, none of the subleases listed above contain contingent rentals. The following table shows the future minimum rental incomes for the next five years due under the terms of the lease contracts described above:

Fiscal Year Ending June 30		NVE
2027	$	142,529
2028		146,805
2029		151,209
2030		155,746
2031		160,418
Total incomes	$	756,707

Forward Energy Contracts

Energy is an integral component of treating and delivering water. The SNWS service area is uphill from Lake Mead, the main source of the SNWA's water. To gain more control over energy reliability and costs, the SNWA manages most of its power supply rather than purchasing energy from the local regulated investor-owned utility under tariff rates approved by the Nevada Public Utilities Commission. This provides greater control of future prices and projected savings over the same commodity purchased from the investor owned utility.

The SNWA began purchasing over 95 percent of its power requirements from the Silver State Energy Association (SSEA) beginning April 1, 2013, under Project Services Agreement No. 3: Power Supply Management Services Agreement, Load Requirements Service (LRS). The SSEA is a joint powers association of public agencies, which was formed in 2007. Its members include the City of Boulder City, Overton Power District No. 5, Lincoln Power District No. 1, CRC, and the SNWA. The SNWA and CRC staff run the SSEA, which is governed by a Board of Directors with one representative of each member sitting on the Board. For more information about the SSEA, see Note 20.

The SSEA buys and sells fixed price power with the SNWA for the upcoming five calendar years to balance the SNWA’s total supplies with its total load and other obligations. The SSEA then purchases and sells physical power and other financial products from the market to best hedge its portfolio of forward energy contracts. All SSEA energy activity complies with established energy risk management procedures which were developed to fulfill the Energy Risk Management Policy adopted by the SSEA Board. Under LRS, the SNWA is responsible for a portion of gains and losses and prepaid energy expenses that may be realized in SSEA’s energy portfolio each month. As of June 30, 2026 and 2025, the SNWA had prepaid energy in the amount of $24.8 million and $24.0 million, respectively.

Prior to taking service from the SSEA, the SNWA managed its own portfolio of energy resources which included long-term contracts for the purchase of hydropower from federal dams along the Colorado River. Because SNWA's portfolio of energy contracts exists solely for purposes of serving the SNWA’s projected energy requirements, the forward energy contracts are “normal purchases and sales contracts” and are outside the scope of GASB Statement No. 53, *Accounting and Financial Reporting for Derivative Instruments*.

Although the SNWA is taking LRS Service from the SSEA, it will continue to own existing energy assets and contracts and may add other energy assets or contracts in the future as part of its supply portfolio.

The primary risks associated with the SNWA's energy portfolio, as well as the SSEA's energy portfolio, are counter-party credit and termination risks, which are managed by policies and procedures that require careful financial evaluation of trading partners; trading limits; and in some cases as specified by policy, the posting of collateral.

As of June 30, 2026, the SNWA had net energy contract cost commitments through December 31, 2030, totaling approximately $126.8 million, which includes its projected allocation of the SSEA net energy contract commitments.

Litigation

The SNWA is a defendant in various lawsuits. Although the outcome of these matters is not presently determinable, it is the opinion of management based upon advice from legal counsel that the resolution of these matters will not have a material adverse effect on its future financial position, results of operations, or cash flows of SNWA.

NOTE 15. DUE TO RELATED PARTY

Effective July 1, 2014, the LVVWD implemented the provisions of GASB Statement No. 68, *Accounting and Financial Reporting for Pensions – An Amendment of GASB Statement No. 27.* Because of this implementation, the LVVWD allocates a portion of the net pension liability to the SNWA. For the fiscal years ended June 30, 2026 and 2025, the allocated net pension liabilities were $28.1 million and $65.9 million, respectively.

Effective July 1, 2017, the LVVWD implemented the provisions of GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pension*. This Statement replaced the requirements of Statement No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions,* as amended, and No. 57, *OPEB Measurements by Agent Employers and Agent Multi-Employer Plans*, for OPEB. Because of this implementation, the LVVWD allocates a portion of the liability related to postemployment benefits other than pensions (OPEB) to the SNWA. For the fiscal year ended June 30, 2026, the LVVWD OPEB plan's fiduciary net position was 115.2 percent of the total OPEB liability, allocating a net OPEB asset of $2.4 million to the SNWA. For the fiscal year ended June 30, 2025, the SNWA was allocated an OPEB liability of $0.6 million.

As of June 30, 2026 and 2025, due to related party balances were $25.7 million and $66.5 million, respectively. Although the implementations of GASB Statements No. 75 and 68 were not applicable to the SNWA, the SNWA is liable to the LVVWD for its proportionate share of the OPEB and pension liabilities.

NOTE 16. ASSET RETIREMENT OBLIGATIONS

In compliance with GASB Statement No. 83, *Certain Asset Retirement Obligations*, the SNWA records a liability when it has a legally enforceable obligation associated with the permanent retirement of a tangible capital asset and that obligation is the result of normal operations. AROs are recorded in the period in which they are incurred and a reasonable estimate can be made. Retirement of assets may involve efforts such as removal of equipment, demolition, revegetation, and other related activities, depending on the nature and location of the assets. In identifying AROs, the SNWA considers identification of legally enforceable obligations, estimates of costs and settlement dates, and the application of an appropriate discount rate to be used in calculating the present value of the obligations. The SNWA routinely reviews and reassesses its estimates to determine if an adjustment to the value of the AROs is required.

In May 2020, the SNWA moved the Groundwater Project to long-term delayed status. The monitoring of surface water and groundwater was an integral activity in developing those water resources. This monitoring was being accomplished with a variety of monitoring wells, test wells, spring piezometers, flumes for measuring surface water, and other spring and precipitation gauges. Although management deemed the Groundwater Project to be placed in long-term delayed status and not canceled, the length of the delay was anticipated to be many years if not decades into the future. Therefore, management deemed it appropriate to cap the wells, remove the monitoring equipment, and perform the necessary site refurbishments. These activities constitute the AROs identified in this footnote. The legal obligation to cap

the wells and refurbish the well sites arise from Nevada Administrative Code 534.427 and Federal regulation N-78531, N-78670, N-82765, and N-84216. The legal obligation to remove monitoring equipment and refurbish those monitoring sites arise from the various right-of-way and access agreements. The AROs include internal labor, demolition, and restoration estimates, which are allocated by year for each ARO then discounted to present value. The SNWA is not required to restrict assets to satisfy the AROs.

The following table shows the SNWA's noncurrent liability AROs for the fiscal years ended June 30, 2026 and 2025:

	2026	2025
Beginning balance	$ 887,744	$ 1,337,818
Retired	—	(453,700)
Interest/Accretion expense	1,260	3,626
Ending balance	$ 889,004	$ 887,744

NOTE 17. LONG-TERM DEBT

Authority to Issue Debt

The SNWA's authority to issue debt is derived from the Facilities and Operations Agreement, as amended, and NRS Title 30 - PUBLIC BORROWINGS AND OBLIGATIONS, Chapter 348 'Registration of Public Securities' and Chapter 350 'Municipal Obligations'.

Debt Creation and Reporting

The SNWA funds the majority of its capital expenditures with the proceeds of debt issuances. This is intended to align the beneficiaries of the long lived capital assets with those paying for them. The SNWA generally issues debt to fund the next one to three years of estimated capital expenditures. This is intended to minimize the carrying costs of bond proceeds. The SNWA may also fund capital expenditures on a pay-as-you-go basis with other available monies.

In compliance with NRS 350.013, the SNWA submits a Debt Management Policy to the Nevada Department of Taxation annually. That required filing includes a discussion of the affordability of debt, debt capacity, and how debt will be repaid. The Debt Management Policy is also provided to Clark County and is available for review by various participants in the investor community and the general public. In addition, the Debt Management Policy is included in the SNWA's annual Operating and Capital Budget document.

In addition, the SNWA makes required continuing disclosures on the Municipal Securities Rulemaking Board's central repository, the Electronic Municipal Market Access (EMMA) website. Those disclosures include a variety of debt reporting.

Debt Covenants

The debt covenants are specific to each debt issuance and are identified in the *Official Statement* document of each bond issuance or loan agreement. As stated above, continuing disclosure requirements are available on the EMMA website. Management believes that the SNWA has complied with all legal requirements, limitations, and restrictions imposed by debt covenants. The SNWA is required to set charges for its purveyor members that when combined with unrestricted assets available for debt service create levels sufficient to cover all operating and maintenance expenses (excluding depreciation), all debt service requirements, and amounts required to be deposited in reserve accounts, if any. Other requirements of long-term debt covenants include adequate insurance coverage for liability, property, and LVVWD employees and an annual audit of the SNWA's basic financial statements by independent certified public accountants.

Direct Borrowings and Direct Placements

All of the SNWA's outstanding bonds are direct placements. As of June 30, 2026 and 2025, the SNWA had no direct borrowings outstanding. As of June 30, 2026 and 2025, the SNWA had unused lines of credit of $42.7 million and $50.7 million, respectively. The SNWA does not have assets pledged as collateral. The SNWA does not have terms specified in its debt agreements related to significant (1) events of default with finance-related consequences, (2) termination events with finance-related consequences, or (3) subjective acceleration clauses.

The SNWA could issue municipal bonds directly to the public markets, but those bonds would likely be more expensive because the SNWA does not have the authority to levy a property tax. Therefore, the SNWA has been able to access the public markets through other local governments at a lower cost. All of the SNWA's outstanding debt is with the LVVWD, Clark County, and the State of Nevada.

In-Substance Defeasance of Debt

Occasionally debt issued on the SNWA's behalf is refunded, which is most often done for savings. Usually, the refunding debt is issued before the redemption date of the refunded debt. In those instances, proceeds from the refunding issuance are placed in an irrevocable trust to fund the remaining debt service on the refunded debt. When this occurs, neither the assets in the irrevocable trust nor the liabilities for those in-substance defeased debt are included in the SNWA’s financial statements. As of June 30, 2026, and 2025, there were no bond issues with prior year in-substance defeased debt outstanding. Furthermore, in accordance with GASB Statement No. 23, *Accounting and Financial Reporting for Refundings of Debt Reported by Proprietary Activities,* any accounting gain or loss resulting from these transactions has been deferred and is being amortized over the life of the related debt (Note 12).

Arbitrage Rebate Requirement

When investment earnings on bond proceeds exceed the cost of those bonds, there is an arbitrage gain. Federal law requires that arbitrage gains on tax-exempt bonds be rebated back to the United States Treasury. This arbitrage liability is calculated five years after issuance, every five years thereafter, and when the bonds are defeased. At June 30, 2026 and 2025, the SNWA had an arbitrage liability in the amount of $1.5 million and $9.1 million, respectively.

Current and Prior Year Debt Issuances

On March 4, 2026, the LVVWD issued the LVVWD 2026A refunding bonds on behalf of the SNWA in the original amount of $335.1 million with $46.0 million of premiums. Proceeds from the bonds were deposited into escrow to refund the remaining portions of the LVVWD 2016A bonds. The LVVWD 2026A bonds are comprised of serial bonds maturing annually on June 1 between 2027 and 2046. Interest will be paid semiannually on June 1 and December 1. The true interest cost is 3.58 percent.

On June 24, 2025, the LVVWD issued the LVVWD 2025A new money bond on behalf of the SNWA in the original amount of $394.4 million with $21.7 million of premiums. Proceeds from the bonds will be used to fund capital expenditures. The LVVWD 2025A bonds are comprised of serial bonds maturing annually on June 1 between 2029 and 2045 as well as term bonds maturing on June 1, 2050 and June 1, 2055. Interest will be paid semiannually on June 1 and December 1. The true interest cost is 4.68 percent.

On October 22, 2024, the SNWA issued the 2024 bond to the State of Nevada to secure a state revolving fund loan in the amount of $56.7 million. The bond was issued at par. Proceeds from the loan will be used to fund capital expenditures related to the River Mountains Ozone Replacement Project. Payments are due on the loan annually on January 1 and July 1. However, repayment of the principal begins either after the loan is fully drawn or three years from the date of the loan contract (October 22, 2024), whichever occurs first. The interest rate of the loan is 1.00 percent.

On September 4, 2024, the LVVWD issued the series 2024A refunding bonds on behalf of the SNWA in the original amount of $286.3 million with $46.9 million in premiums. Proceeds from the bonds were deposited into escrow to

refund the remaining portions of the LVVWD 2015 bonds. The LVVWD 2024A refunding is comprised of serial bonds maturing on June 1 between 2031 and 2039. Interest will be paid semiannually on June 1 and December 1. The true interest cost is 3.30 percent. The aggregate difference in debt service between the refunding debt and the refunded debt is $68.4 million. The net present value of these savings as measured at closing was $52.0 million.

The following is a summary of each of the long-term debt issues that were outstanding during the fiscal years ended June 30, 2026 and June 30, 2025:

Debt Issue	Description	Issue Date	Final Payment	Interest Rate	Original Issue Amount
State of Nevada 2009	State of Nevada, Drinking Water State Revolving Fund Loan, Contract ARRA SNWA-2	12/11/2009	7/1/2029	0.00%	$2,214,457
LVVWD 2015B	Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax), (Additionally Secured by SNWA Pledged Revenues), Water Refunding Bonds, Series 2015B	6/1/2015	12/1/2027	4.00% - 5.00%	$177,635,000
LVVWD 2015C	Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax), (Additionally Secured by SNWA Pledged Revenues), Water Refunding Bonds, Series 2015C	6/18/2015	9/15/2029	3.00% - 5.00%	$42,125,000
CCBB 2016A	Clark County, Nevada, General Obligation (Limited Tax), Bond Bank Refunding Bonds, (Additionally Secured by Pledged Revenues), Series 2016A	3/3/2016	11/1/2029	5.00%	$263,955,000
LVVWD 2016A	Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax), (Additionally Secured by SNWA Pledged Revenues), Water Improvement and Refunding Bonds, Series 2016A	4/6/2016	6/1/2046	3.00% - 5.00%	$497,785,000
CCBB 2016B	Clark County, Nevada, General Obligation (Limited Tax), Bond Bank Refunding Bonds, (Additionally Secured by Pledged Revenues), Series 2016B	8/3/2016	11/1/2034	4.00% - 5.00%	$271,670,000
LVVWD 2017B	Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax), (Additionally Secured by SNWA Pledged Revenues), Water Refunding Bonds, Series 2017B	3/14/2017	6/1/2032	3.00% - 5.00%	$22,115,000
CCBB 2017	Clark County, Nevada, General Obligation (Limited Tax), Bond Bank Refunding Bonds, (Additionally Secured by Pledged Revenues), Series 2017	3/22/2017	6/1/2038	4.00% - 5.00%	$321,640,000
LVVWD 2018B	Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax), (Additionally Secured by SNWA Pledged Revenues), Water Refunding Bonds, Series 2018B	3/6/2018	6/1/2026	5.00%	$79,085,000
LVVWD 2019A	Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax), (Additionally Secured by SNWA Pledged Revenues), Water Refunding Bonds, Series 2019A	3/13/2019	6/1/2039	5.00%	$107,975,000
LVVWD 2019B	Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax), (Additionally Secured by SNWA Pledged Revenues), Water Refunding Bonds, Series 2019B	10/16/2019	6/1/2027	5.00%	$90,280,000
LVVWD 2020A	Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax), (Additionally Secured by SNWA Pledged Revenues), Water Refunding Bonds, Series 2020A	3/3/2020	6/1/2034	3.00% - 5.00%	$123,860,000

Debt Issue	Description	Issue Date	Final Payment	Interest Rate	Original Issue Amount
LVVWD 2021A	Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax), (Additionally Secured by SNWA Pledged Revenues), Water Refunding Bonds, Series 2021A	3/3/2021	6/1/2038	2.00% - 5.00%	$144,685,000
LVVWD 2021C	Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax), (Additionally Secured by SNWA Pledged Revenues), Water Refunding Bonds, Series 2021C	3/25/2021	6/1/2034	2.00% - 5.00%	$208,145,000
CCBB 2021	Clark County, Nevada, General Obligation (Limited Tax), Bond Bank Refunding Bonds (Additionally Secured by SNWA Pledged Revenues), Series 2021	11/2/2021	11/1/2036	2.13% - 3.00%	$67,620,000
LVVWD 2022A	Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax), (Additionally Secured by SNWA Pledged Revenues), Water Improvement Bonds, Series 2022A	2/1/2022	6/1/2051	4.00% - 5.00%	$292,240,000
LVVWD 2022C	Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax), (Additionally Secured by SNWA Pledged Revenues), Water Refunding Bonds, Series 2022C	3/3/2022	6/1/2042	4.00% - 5.00%	$253,820,000
CCBB 2022A	Clark County, Nevada, General Obligation (Limited Tax), Bond Bank Refunding Bonds (Additionally Secured by SNWA Pledged Revenues), Series 2022A	5/10/2022	6/1/2032	4.00%	$75,090,000
LVVWD 2024A	Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax), (Additionally Secured by SNWA Pledged Revenues), Water Refunding Bonds, Series 2024A	9/4/2024	6/1/2039	0.05%	$286,255,000
SNWA 2024 SRF	Southern Nevada Water Authority, Nevada, Water Revenue Bond, Series 2024A (Contract DW2504)	10/22/2024	7/1/2044	0.01%	$56,733,000
LVVWD 2025A	Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax), (Additionally Secured by SNWA Pledged Revenues), Water Improvement Bonds, Series 2025A	6/24/2025	6/1/2055	5.00% - 5.25%	$394,430,000
LVVWD 2026A	Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax), (Additionally Secured by SNWA Pledged Revenues), Water Refunding Bonds, Series 2026A	3/4/2026	6/1/2046	5.00%	$335,060,000

The following schedule presents long-term debt activity in the fiscal year ended June 30, 2026:

Debt Issue	Balance on June 30, 2025	Additions	Reductions	Balance on June 30, 2026	Due Within One Year	Due After One Year
State of Nevada 2009	$ 569,432	$ —	$ (126,541)	$ 442,891	$ 126,540	$ 316,351
LVVWD 2015B	60,765,000	—	(60,765,000)	—	—	—
LVVWD 2015C	13,820,000	—	(13,820,000)	—	—	—
CCBB 2016A	62,150,000	—	(21,835,000)	40,315,000	9,215,000	31,100,000
LVVWD 2016A	380,315,000	—	(380,315,000)	—	—	—
CCBB 2016B	199,960,000	—	(18,635,000)	181,325,000	35,660,000	145,665,000
LVVWD 2017B	11,165,000	—	(2,155,000)	9,010,000	2,270,000	6,740,000
CCBB 2017	240,970,000	—	(13,940,000)	227,030,000	14,635,000	212,395,000
LVVWD 2018B	11,720,000	—	(11,720,000)	—	—	—
LVVWD 2019A	91,560,000	—	(3,235,000)	88,325,000	3,400,000	84,925,000
LVVWD 2019B	24,785,000	—	(18,470,000)	6,315,000	6,315,000	—
LVVWD 2020A	88,755,000	—	(8,110,000)	80,645,000	8,515,000	72,130,000
LVVWD 2021A	93,795,000	—	(14,350,000)	79,445,000	21,185,000	58,260,000
LVVWD 2021C	156,950,000	—	(14,340,000)	142,610,000	15,060,000	127,550,000
CCBB 2021	67,620,000	—	—	67,620,000	—	67,620,000
LVVWD 2022A	276,370,000	—	(5,825,000)	270,545,000	6,115,000	264,430,000
LVVWD 2022C	228,925,000	—	(9,145,000)	219,780,000	9,600,000	210,180,000
CCBB 2022A	75,090,000	—	—	75,090,000	—	75,090,000
LVVWD 2024A	286,255,000	—	—	286,255,000	—	286,255,000
State of Nevada 2024	5,990,638	8,019,951	—	14,010,589	—	14,010,589
LVVWD 2025A	394,430,000	—	—	394,430,000	—	394,430,000
LVVWD 2026A	—	335,060,000	—	335,060,000	10,135,000	324,925,000
Total direct placements	2,771,960,070	343,079,951	(596,786,541)	2,518,253,480	142,231,540	2,376,021,940
Total long-term debt before unamortized premiums and discounts	2,771,960,070	343,079,951	(596,786,541)	2,518,253,480	142,231,540	2,376,021,940
Unamortized premiums	268,889,461	45,990,117	(77,219,083)	237,660,495	—	237,660,495
Unamortized discounts	(192,079)	—	28,739	(163,340)	—	(163,340)
Total unamortized premiums/ (discounts)	268,697,382	45,990,117	(77,190,344)	237,497,155	—	237,497,155
Total long-term debt	$ 3,040,657,452	$ 389,070,068	$ (673,976,885)	$ 2,755,750,635	$ 142,231,540	$ 2,613,519,095

The following schedule presents long-term debt activity in the fiscal year ended June 30, 2025:

Debt Issue	Balance on June 30, 2024	Additions	Reductions	Balance on June 30, 2025	Due Within One Year	Due After One Year
State of Nevada 2009	$ 695,972	$ —	$ (126,540)	$ 569,432	$ 126,540	$ 442,892
LVVWD 2015	332,405,000	—	(332,405,000)	—	—	—
LVVWD 2015B	76,445,000	—	(15,680,000)	60,765,000	25,040,000	35,725,000
LVVWD 2015C	17,585,000	—	(3,765,000)	13,820,000	3,950,000	9,870,000
CCBB 2016A	82,850,000	—	(20,700,000)	62,150,000	21,835,000	40,315,000
LVVWD 2016A	389,915,000	—	(9,600,000)	380,315,000	1,610,000	378,705,000
CCBB 2016B	217,725,000	—	(17,765,000)	199,960,000	18,635,000	181,325,000
LVVWD 2017B	13,220,000	—	(2,055,000)	11,165,000	2,155,000	9,010,000
CCBB 2017	254,245,000	—	(13,275,000)	240,970,000	13,940,000	227,030,000
LVVWD 2018B	22,845,000	—	(11,125,000)	11,720,000	11,720,000	—
LVVWD 2019A	94,635,000	—	(3,075,000)	91,560,000	3,235,000	88,325,000
LVVWD 2019B	42,375,000	—	(17,590,000)	24,785,000	18,470,000	6,315,000
LVVWD 2020A	96,475,000	—	(7,720,000)	88,755,000	8,110,000	80,645,000
LVVWD 2021A	107,465,000	—	(13,670,000)	93,795,000	14,350,000	79,445,000
LVVWD 2021C	170,610,000	—	(13,660,000)	156,950,000	14,340,000	142,610,000
CCBB 2021	67,620,000	—	—	67,620,000	—	67,620,000
LVVWD 2022A	281,920,000	—	(5,550,000)	276,370,000	5,825,000	270,545,000
LVVWD 2022C	237,630,000	—	(8,705,000)	228,925,000	9,145,000	219,780,000
CCBB 2022A	75,090,000	—	—	75,090,000	—	75,090,000
LVVWD 2024A	—	286,255,000	—	286,255,000	—	286,255,000
State of Nevada 2024	—	5,990,638	—	5,990,638	—	5,990,638
LVVWD 2025A	—	394,430,000	—	394,430,000	—	394,430,000
Total direct placements	2,581,750,972	686,675,638	(496,466,540)	2,771,960,070	172,486,540	2,599,473,530
Total long-term debt before unamortized premiums and discounts	2,581,750,972	686,675,638	(496,466,540)	2,771,960,070	172,486,540	2,599,473,530
Unamortized premiums	273,406,260	68,600,044	(73,116,843)	268,889,461	—	268,889,461
Unamortized discounts	(211,739)	—	19,660	(192,079)	—	(192,079)
Total unamortized premiums/ (discounts)	273,194,521	68,600,044	(73,097,183)	268,697,382	—	268,697,382
Total long-term debt	$ 2,854,945,493	$ 755,275,682	$ (569,563,723)	$ 3,040,657,452	$ 172,486,540	$ 2,868,170,912

The SNWA total debt service requirements to final maturity are as follows:

	Bonds from Direct Placements		
Fiscal Year Ending June 30	Principal	Interest	Total
2027	$ 142,231,540	$ 113,708,591	$ 255,940,131
2028	131,855,608	106,567,131	238,422,739
2029	144,630,372	100,218,561	244,848,933
2030	152,944,761	93,459,928	246,404,689
2031	133,924,224	86,404,119	220,328,343
2032 - 2036	702,229,875	341,867,199	1,044,097,074
2037 - 2041	564,520,196	195,971,591	760,491,787
2042 - 2046	314,321,904	99,220,594	413,542,498
2047 - 2051	135,210,000	45,314,763	180,524,763
2052 - 2056	96,385,000	12,973,802	109,358,802
Total debt service	$ 2,518,253,480	$ 1,195,706,279	$ 3,713,959,759

Lease Obligations

The SNWA, as a subscription, has entered into six lease agreements involving billboard space, land for right-of ways and operating equipment. As of June 30, 2026 and 2025, the lease liability was $4.6 million and $4.8 million, respectively. The leases have interest rates between 0.3 percent and 3.3 percent, and an estimated life of 4 to 31 years. The SNWA made $0.2 million of principal, $0.1 million of interest, and $27,885 of variable payments related to these leases for the fiscal year ended June 30, 2026. For the fiscal year ended June 30, 2025, the SNWA made $0.2 million of principal, $0.1 million of interest and $31,231 of variable payments.

	Balance on June 30, 2025	Additions	Reductions	Balance on June 30, 2026	Due Within One Year	Due After One Year
Lease obligation	$ 4,847,542	$ —	$ (225,196)	$ 4,622,346	$ 197,733	$ 4,424,613

	Balance on June 30, 2024	Additions	Reductions	Balance on June 30, 2025	Due Within One Year	Due After One Year
Lease obligation	$ 5,064,056	$ —	$ (216,514)	$ 4,847,542	$ 225,197	$ 4,622,345

The SNWA total lease payments under lease agreements are as follows:

	Future Lease Payments		
Fiscal Years Ending June 30	Principal	Interest	Total
2027	$ 197,733	$ 97,938	$ 295,671
2028	179,781	94,241	274,022
2029	188,020	89,877	277,897
2030	196,259	85,590	281,849
2031	204,749	81,121	285,870
2032-2036	1,160,055	332,202	1,492,257
2037-2041	1,414,660	189,592	1,604,252
2042-2046	1,077,768	39,604	1,117,372
2047-2051	3,321	62	3,383
Total lease liability	$ 4,622,346	$ 1,010,227	$ 5,632,573

Subscription Obligations

The SNWA has entered into multiple SBITAs. As of June 30, 2026 and 2025, the SBITA liability was $1.0 million and $1.4 million, respectively. The leases have interest rates between 0.5 percent and 3.5 percent, and an estimated life of 1 to 7 years. The SNWA made $0.5 million of principal, $26,182 of interest, and $24,737 of variable payments related to these SBITAs for the fiscal year ended June 30, 2026. For the fiscal year ended June 30, 2025, the SNWA made $0.7 million of principal, $21,088 of interest, and $7,110 of variable payments.

	Balance on June 30, 2025	Additions	Reductions	Balance on June 30, 2026	Due Within One Year	Due After One Year
Subscription obligation	$ 1,413,463	$ 14,603	$ (471,114)	$ 956,952	$ 347,908	$ 609,044

	Balance on June 30, 2024	Additions	Reductions	Balance on June 30, 2025	Due Within One Year	Due After One Year
Subscription obligation	$ 1,549,288	$ 609,099	$ (744,924)	$ 1,413,463	$ 456,512	$ 956,951

The SNWA total SBITA payments are as follows:

	Future SBITA Payments		
Fiscal Years Ending June 30	Principal	Interest	Total
2027	$ 347,908	$ 20,524	$ 368,432
2028	148,966	15,568	164,534
2029	154,030	11,496	165,526
2030	159,190	7,328	166,518
2031	146,858	3,087	149,945
Total subscription obligations	$ 956,952	$ 58,003	$ 1,014,955

NOTE 18. CAPITAL CONTRIBUTIONS

Income restricted for capital improvement plans and other expansion programs are reported on the Statements of Revenues, Expenses and Changes in Net Position as capital contributions. This income is classified in compliance with paragraph 100 of GASB Statement No. 34, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments*. The following table summarizes capital contributions during the fiscal years ended June 30, 2026 and 2025:

	2026	2025
Regional infrastructure charge	$ 235,386,171	$ 223,136,944
Sales tax	101,228,591	97,593,340
Regional connection charge	98,915,709	85,634,704
Regional commodity charge	92,859,945	89,491,534
Contributed capital - cash and equivalents	52,792,116	56,242,881
Regional reliability surcharge	7,690,006	7,425,414
Southern Nevada Public Lands Management Act	2,687,739	346,552
Purveyor member debt service billings [1]	305,797	311,494
Total capital contributions	$ 591,866,074	$ 560,182,863

[1] Neither the City of Boulder City nor Nellis Air Force Base collect regional infrastructure charges, regional connection charges, regional commodity charges, or regional reliability surcharges from their customers. Instead, they make payments to the SNWA in lieu of those collections, which are indicated above as purveyor member debt service billings.

Capital contributions presented in the Statements of Cash Flows differ somewhat from the amounts above because of accruals and use of some capital contributions for expenses related to expansion programs. The following table summarizes the differences in capital contributions for the fiscal years ended June 30, 2026 and 2025:

	2026	2025
Capital contributions per statements of revenues, expenses, and changes in net position	$ 591,866,074	$ 560,182,863
Expenses related to expansion programs	(81,772,698)	(70,266,249)
Net prior and current year sales tax receivables	4,588,043	(6,487,406)
Net prior and current year sales tax payable to Clark County Water purveyors outside SNWA's service area	(1,754,957)	2,473,251
Net prior and current year connection, commodity, reliability, and infrastructure receivables	(15,354,929)	2,835,196
Net prior and current year Southern Nevada Public Lands Management Act receivable	(681,616)	6,970,813
Capital contributions per the Statements of Cash Flows	$ 496,889,917	$ 495,708,468

NOTE 19. RISK MANAGEMENT

The SNWA is exposed to a variety of risks that may result in losses. These risks include possible losses related to torts; theft of, damage to, or destruction of assets; extra expense; errors and omissions; job-related illnesses or injuries to employees; product liability claims; and natural disasters. The SNWA manages these risks through a multifaceted approach, which includes transfer, elimination, avoidance, reduction, and/or assumption of risk of loss.

The SNWA purchases insurance from the commercial insurance market on real and personal property, including earthquake and flood, with common policy restrictions covering direct physical loss of, or damage to, buildings, fixtures, equipment, boilers, machinery, and supplies. The blanket limit of liability under the property insurance program is $600.0 million with a deductible of $1.0 million for all locations, except earthquake and flood which have limits of $100.0 million and $50.0 million, respectively. SNWA purchases terrorism insurance for all locations with a blanket limit of $200.0 million for all terrorist acts with a $1.0 million deductible. The SNWA also purchases a variety of additional smaller insurance policies to meet operational needs and risk thresholds.

LVVWD CI, Inc. (LVVWD CI) was established as of January 1, 2022 to act as a captive insurance company for the LVVWD and SNWA. The SNWA self-insures the first $1.0 million of property, automobile, general liability and public officials claims, the first $250,000 in pollution liability claims and the first $150,000 in cyber liability exposure through this captive, and purchases excess commercial general liability insurance in the amount of $20.0 million. Employee fidelity insurance in the amount of $3.0 million and other miscellaneous coverages are also purchased. For the fiscal years ended June 30, 2026 and 2025, the SNWA had no significant reductions in insurance coverage from the prior fiscal year.

In contracts, the SNWA obtains indemnification and hold-harmless agreements. These agreements usually require that contractors name the SNWA as an additional insured under the indemnitor's insurance coverage, usually in the amount of $1 million for commercial general and automobile liability insurance. The SNWA provides insurance for course of construction and additions projects up to $15.0 million per project and a $25.0 million annual aggregate. This coverage included under the SNWA's property insurance policy is in addition to requirements for contractors to provide builders risk insurance when contracting with the SNWA.

GASB Statement No. 10, *Accounting and Financial Reporting for Risk Financing and Related Insurance Issues,* requires that for retained risks, a liability for claims be reported if information available prior to issuance of the financial statements indicates it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated. As of June 30, 2026 and 2025, the SNWA had no significant retained risks and therefore has no accrued liability for retained risks. The amount of settlements did not exceed insurance coverage for each of the past three fiscal years. In addition, there are also situations in which incidents occur before the balance sheet date, but claims are not reported or asserted when the financial statements are prepared. These incurred but not reported claims have been estimated based upon the District's past experience and adjusted for current trends. A summary is provided in the table below.

During fiscal years 2026 and 2025, changes in LVVWD CI balance of claims for retained risks, reflected in accounts payable and other accrued liabilities, were as follows (rounded to the nearest thousand):

Fiscal Year	Beginning Fiscal Year Liability	Current Year Claims and Changes in Estimates	Claim Payments	Ending Fiscal Year Liability
2026	$ 542,000	$ (89,000)	$ (254,000)	$ 199,000
2025	1,013,000	(279,000)	(192,000)	542,000
2024	1,556,000	(464,000)	(79,000)	1,013,000

NOTE 20. JOINT VENTURE

The SNWA is a member of the SSEA. The SSEA was established as a joint venture through an interlocal agreement among its members, which in addition to the SNWA, include the City of Boulder City, Lincoln Power District No. 1, Overton Power District No. 5, and the CRC (Members).

The SSEA is an association of public agencies with the common goal of jointly planning, developing, owning, and operating power resources to meet their own needs and those of their customers. The economies of scale produced by the SSEA offer improved project development opportunities and power purchasing capabilities, the sharing of resources and expertise, and the opportunity for jointly managed energy needs.

As appropriate, projects are selected for development, and the Members involved in each project enter into a project service agreement indicating each participating Member's allocation of project costs and benefits. For information on the SNWA's ongoing financial interests and responsibilities with the SSEA, see the comments about forward energy contracts in Note 14.

The business and other affairs of the SSEA are conducted by a Board of Directors consisting of one director appointed by each Member. The appointed director may, but need not be, a member of the governing body of the Member.

Information regarding SSEA can be obtained from:

SSEA Manager
100 City Parkway, Suite 700, MS 115
Las Vegas, NV 89106
(702) 691-5240
silverstateenergy.org

NOTE 21. SUBSEQUENT EVENTS

The SNWA evaluated subsequent events through October 22, 2026, the date that the financial statements were available to be issued, for events requiring recording or disclosure in the financial statements.

On August 4, 2026, the Clark County Bond Bank (CCBB) issued the series 2026 refunding bonds on behalf of the SNWA in the original amount of $165.7 million with $12.1 million of premiums. Proceeds from the bonds were deposited into escrow to partially refund $31.1 million of CCBB 2016A and $145.7 million of CCBB 2016B refunding bonds. The CCBB 2026 refunding is comprised of serial bonds maturing on November 1, 2034. Interest will be paid semiannually on May 1 and November 1. The true interest cost is 2.76 percent. The aggregate difference in debt service between the refunding debt and the refunded debt is $10.5 million. The net present value of these savings is $9.2 million.

THIS PAGE LEFT
INTENTIONALLY BLANK

Supplementary Information

SOUTHERN NEVADA WATER AUTHORITY™

THIS PAGE LEFT
INTENTIONALLY BLANK

SOUTHERN NEVADA WATER AUTHORITY

Supplementary Information

Budgetary Comparison - Statement of Revenues, Expenses, and Changes in Net Position

For the Fiscal Year Ended June 30, 2026

	Final Budget [1]	Actuals
OPERATING REVENUES		
Wholesale delivery charges	$ 174,955,074	$ 175,731,151
Other revenues	9,976,001	11,686,561
Total operating revenues	184,931,075	187,417,712
OPERATING EXPENSES		
Salaries and benefits	115,810,006	99,982,911
Purchased energy	63,025,277	61,454,137
Operations and maintenance	125,340,066	134,093,506
Depreciation	121,005,038	116,759,074
Total operating expenses	425,180,387	412,289,628
OPERATING LOSS	(240,249,312)	(224,871,916)
NONCAPITAL SUBSIDIES		
Grant revenue	—	16,042,330
Total noncapital subsidies	—	16,042,330
OPERATING LOSS AND NONCAPITAL SUBSIDIES	(240,249,312)	(208,829,586)
OTHER NONOPERATING REVENUES (EXPENSES)		
Investment income	14,420,535	71,735,923
Interest expense	(126,458,023)	(123,399,589)
Amortization of refunding costs	(1,570,104)	3,121,098
Bond issue and commercial paper costs	(1,617,165)	(1,891,980)
Amortization of bond premiums and discounts	36,508,747	38,337,295
Gain on sale of assets	—	135,263
Capital contributions	597,853,000	591,866,074
Conveyance of assets to purveyor members	—	(31,287,665)
Total other nonoperating revenues (expenses)	519,136,990	548,616,419
CHANGE IN NET POSITION	**$ 278,887,678**	**$ 339,786,833**

[1] According to Nevada Revised Statutes 354, the final budget approved by the SNWA's Board of Directors was converted to the Statement of Revenues, Expenses, and Changes in Net Position format for filing with the Nevada Department of Taxation.

SOUTHERN NEVADA WATER AUTHORITY
Supplementary Information
Budgetary Comparison - Statement of Cash Flows
For the Fiscal Year Ended June 30, 2026

	Final Budget [1]	Actuals
CASH FLOWS FROM OPERATING ACTIVITIES:		
Cash received from customers	$ 184,931,075	$ 191,304,005
Cash payments to suppliers for goods and services	(304,175,349)	(203,209,861)
Other cash payments	(5,000,000)	—
Net cash (used) provided by operating activities	(124,244,274)	(11,905,856)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:		
Noncapital grants	—	11,536,640
Net cash provided by noncapital financing activities	—	11,536,640
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:		
Acquisition and construction of capital assets	(499,619,315)	(455,297,951)
Proceeds from sale of property, plant, and equipment	—	208,501
Proceeds from debt issuance	—	8,019,951
Bond issue costs	(1,617,165)	(1,208,583)
Principal paid on debt	(178,813,774)	(218,081,540)
Interest paid on debt	(126,323,064)	(123,385,740)
Capital contributed	597,853,000	496,889,917
Right-of-use leases	(409,067)	(285,299)
Subscription assets	(992,113)	(503,077)
Construction deposits	—	9,488,652
Prepayments on joint projects	(4,060,512)	(3,376,619)
Net cash (used) in capital and related financing activities	(213,982,010)	(287,531,788)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of investment securities	(656,934,110)	(1,225,289,293)
Proceeds from sales or maturities of investment securities	565,520,958	1,463,596,187
Interest on investments	14,420,535	56,727,856
Net cash provided by (used) investing activities	(76,992,617)	295,034,750
NET CHANGE IN CASH AND CASH EQUIVALENTS	(415,218,902)	7,133,746
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	415,267,878	22,060,705
CASH AND CASH EQUIVALENTS AT END OF YEAR	**$ 48,976**	**$ 29,194,451**

[1] According to Nevada Revised Statutes 354, the final budget approved by the SNWA's Board of Directors was converted to the Statement of Cash Flows format for filing with the Nevada Department of Taxation.

Statistical Section
(Unaudited)

- Information on Financial Trends
- Information on Revenue Capacity
- Information on Debt Capacity
- Demographic and Economic Information
- Operating Information
- Other Information

SOUTHERN NEVADA
WATER AUTHORITY™

Information on Financial Trends

- Net Position by Component
- Changes in Net Position

These schedules contain trend information to help the reader understand how the SNWA's financial performance and well-being have changed over time.

SOUTHERN NEVADA WATER AUTHORITY™

THIS PAGE LEFT
INTENTIONALLY BLANK

SOUTHERN NEVADA WATER AUTHORITY Table 1

Net Position by Component (Unaudited)

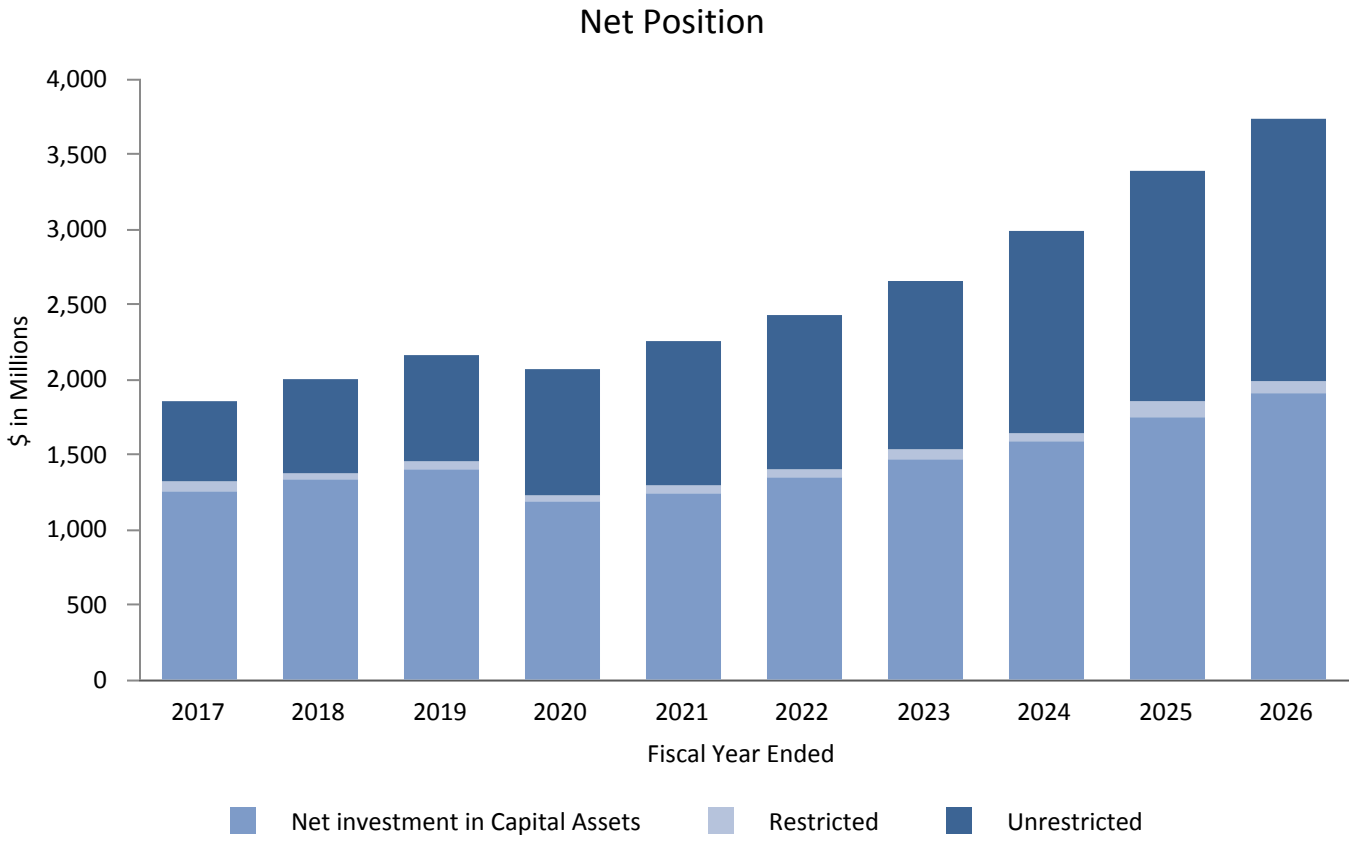
Last Ten Fiscal Years

Fiscal Year Ended June 30	Net Investments in Capital Assets	Restricted for Debt Services / Capital Assets [1]	Unrestricted	Total Net Position
2026	$ 1,911,222,428	$ 77,239,072	$ 1,739,843,958	$ 3,728,305,458
2025	1,751,996,246	106,114,204	1,530,408,175	3,388,518,625
2024 [2]	1,580,465,112	57,243,829	1,346,823,729	2,984,532,670
2023	1,470,895,905	56,653,556	1,123,091,833	2,650,641,294
2022	1,346,679,857	58,514,308	1,017,116,061	2,422,310,226
2021	1,243,314,739	53,747,016	953,368,204	2,250,429,959
2020	1,180,348,601	52,335,531	831,412,161	2,064,096,293
2019	1,394,041,563	56,636,255	704,735,603	2,155,413,421
2018 [3]	1,338,529,398	28,267,590	628,534,300	1,995,331,288
2017	1,258,221,454	65,386,843	524,542,743	1,848,151,040

[1] Starting in fiscal year 2019, the debt service sinking fund was added to the Restricted for Debt Service/Capital Assets category of Net Position.

[2] The SNWA recognized its share of the LVVWD's implementation of GASB Statement No. 101, *Compensated Absences,* and retrospectively restated fiscal year ended June 30, 2024.

[3] In 2018, the SNWA recognized its share of the LVVWD's implementation of GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. As a result of these implementations, beginning net position was adjusted accordingly on the Statements of Revenues, Expenses, and Changes in Net Position in the respective years.



SOUTHERN NEVADA WATER AUTHORITY

Changes in Net Position (Unaudited)

Last Ten Fiscal Years

	Fiscal Year ended June 30,				
	2026	Restated 2025 [1]	Restated 2024 [2]	2023	Restated 2022 [3]
OPERATING REVENUES					
Wholesale delivery charges	$175,731,151	$177,817,478	$165,476,445	$154,732,456	$149,758,833
Other revenues	11,686,561	9,544,168	12,625,997	10,971,335	9,279,805
Total operating revenues	187,417,712	187,361,646	178,102,442	165,703,791	159,038,638
OPERATING EXPENSES					
Salaries and benefits	99,982,911	90,922,175	100,063,125	94,655,314	80,966,019
Purchased energy	61,454,137	50,128,479	49,624,889	62,523,343	43,922,478
Operations and maintenance	134,093,506	95,099,738	78,531,023	74,729,552	72,976,897
Depreciation and amortization	116,759,074	115,783,712	118,845,017	119,213,783	119,433,086
Total operating expenses	412,289,628	351,934,104	347,064,054	351,121,992	317,298,480
OPERATING LOSS	(224,871,916)	(164,572,458)	(168,961,612)	(185,418,201)	(158,259,842)
NONCAPITAL SUBSIDIES					
Grant revenue	16,042,330	4,785,525	—	—	—
Total noncapital subsidies	16,042,330	4,785,525	—	—	—
OPERATING LOSS AND NONCAPITAL SUBSIDIES	(208,829,586)	(159,786,933)	(168,961,612)	(185,418,201)	(158,259,842)
NONOPERATING REVENUES (EXPENSES)					
Investment income (loss)	71,735,923	83,018,938	62,363,672	8,032,748	(40,799,860)
Interest expense (net of BAB subsidy)	(123,399,589)	(114,169,723)	(123,943,410)	(132,171,943)	(135,161,878)
Amortization of refunding costs	3,121,098	637,968	(2,115,379)	(2,579,552)	(4,483,146)
Bond issue and commercial paper costs	(1,891,980)	(2,430,801)	—	—	(3,863,276)
Amortization of bond issue costs, premiums, and discounts	38,337,295	40,725,126	44,543,536	49,416,421	48,583,931
Gain on sale of assets	135,263	329,352	207,627	51,034	138,783
Capital contributions	591,866,074	560,182,863	—	—	—
Conveyance of assets to purveyor members	(31,287,665)	—	—	—	—
Other	—	(4,520,835)	15,560	9,896	—
Total nonoperating revenues (expenses)	548,616,419	563,772,888	(18,928,394)	(77,241,396)	(135,585,446)
INCOME (LOSS) BEFORE OTHER CHANGES IN NET POSITION	339,786,833	403,985,955	(187,890,006)	(262,659,597)	(293,845,288)
Capital contributions	—	—	521,781,382	490,990,665	465,725,555
Unusual or infrequent items	—	—	—	—	—
Cumulative effect of change in accounting principle	—	—	—	—	—
CHANGES IN NET POSITION	$339,786,833	$403,985,955	$333,891,376	$228,331,068	$171,880,267

[1] The SNWA adopted GASB Statement No. 103, *Financial Reporting Model Improvements*, for the fiscal year ended June 30, 2026 and retrospectively restated fiscal year ended June 30, 2025.

[2] The SNWA recognized its share of the LVVWD's implementation of GASB Statement No. 101, *Compensated Absences,* and retrospectively restated fiscal year ended June 30, 2024.

[3] The SNWA adopted GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*, for the fiscal year ended June 30, 2023 and retrospectively restated fiscal year ended June 30, 2022.

SOUTHERN NEVADA WATER AUTHORITY

Changes in Net Position (Unaudited)

Last Ten Fiscal Years

	Fiscal Year ended June 30,				
	Restated 2021 [4]	2020	2019	Restated 2018 [6]	2017
OPERATING REVENUES					
Wholesale delivery charges	$150,770,017	$145,992,532	$133,258,094	$134,480,919	$130,115,594
Other revenues	8,923,232	7,506,987	7,982,535	7,265,588	7,258,539
Total operating revenues	159,693,249	153,499,519	141,240,629	141,746,507	137,374,133
OPERATING EXPENSES					
Salaries and benefits	73,873,741	82,400,694	78,516,987	73,687,225	55,987,034
Purchased energy	38,583,902	37,809,348	36,366,008	36,244,051	36,631,385
Operations and maintenance	67,379,305	58,690,833	58,311,354	58,603,873	73,839,764
Depreciation and amortization	120,645,921	103,807,919	96,091,468	109,196,145	97,423,714
Total operating expenses	300,482,869	282,708,794	269,285,817	277,731,294	263,881,897
OPERATING LOSS	(140,789,620)	(129,209,275)	(128,045,188)	(135,984,787)	(126,507,764)
NONCAPITAL SUBSIDIES					
Grant revenue	—	—	—	—	—
Total noncapital subsidies	—	—	—	—	—
OPERATING LOSS AND NONCAPITAL SUBSIDIES	(140,789,620)	(129,209,275)	(128,045,188)	(135,984,787)	(126,507,764)
NONOPERATING REVENUES (EXPENSES)					
Investment income	1,183,566	31,356,661	31,036,983	1,722,807	955,013
Interest expense (net of BAB subsidy)	(133,003,062)	(137,079,613)	(145,081,067)	(105,825,457)	(124,651,755)
Amortization of refunding costs	(15,349,842)	(6,845,470)	(3,525,674)	(4,092,768)	(3,737,630)
Bond issue and commercial paper costs	(2,126,713)	(2,321,097)	(2,468,614)	(2,018,097)	(5,569,998)
Amortization of bond issue costs, premiums, and discounts	51,324,335	73,806,092	19,895,176	20,063,488	18,002,315
Gain on sale of assets	319,822	122,823	116,341	288,832	18,935,983
Capital contributions	—	—	—	—	—
Conveyance of assets to purveyor members	—	—	—	—	—
Other	—	—	—	—	—
Total nonoperating revenues (expenses)	(97,651,894)	(40,960,604)	(100,026,855)	(89,861,195)	(96,066,072)
INCOME (LOSS) BEFORE OTHER CHANGES IN NET POSITION	(238,441,514)	(170,169,879)	(228,072,043)	(225,845,982)	(222,573,836)
Capital contributions	424,775,180	405,956,087	388,154,176	381,402,434	332,146,883
Unusual or infrequent items [5]	—	(327,103,336)	—	—	—
Cumulative effect of change in accounting principle	—	—	—	(8,376,204)	—
CHANGES IN NET POSITION	$186,333,666	$(91,317,128)	$160,082,133	$147,180,248	$109,573,047

[4] The SNWA adopted GASB Statement No. 87, *Leases*, for the fiscal year ended June 30, 2022 and retrospectively restated fiscal year ended June 30, 2021.

[5] In fiscal year 2020, the SNWA impaired its long-term In-state Groundwater Project.

[6] In 2018, the SNWA recognized its share of the LVVWD's implementation of GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions.* As a result of these implementations, beginning net position was adjusted accordingly on the Statements of Revenues, Expenses, and Changes in Net Position in the respective years.

THIS PAGE LEFT
INTENTIONALLY BLANK

Information on Revenue Capacity

- Wholesale Delivery Charge By Purveyor Member
- Wholesale Delivery Charge Rates
- Regional Infrastructure Charge By Purveyor Member
- Regional Infrastructure Charge Rates
- Regional Connection Charge By Purveyor Member
- Regional Connection Charge Rates
- Regional Commodity Charge By Purveyor Member
- Regional Commodity Charge Rates

These schedules contain information to help the reader assess the SNWA's most significant local revenue sources.

SOUTHERN NEVADA WATER AUTHORITY™

THIS PAGE LEFT
INTENTIONALLY BLANK

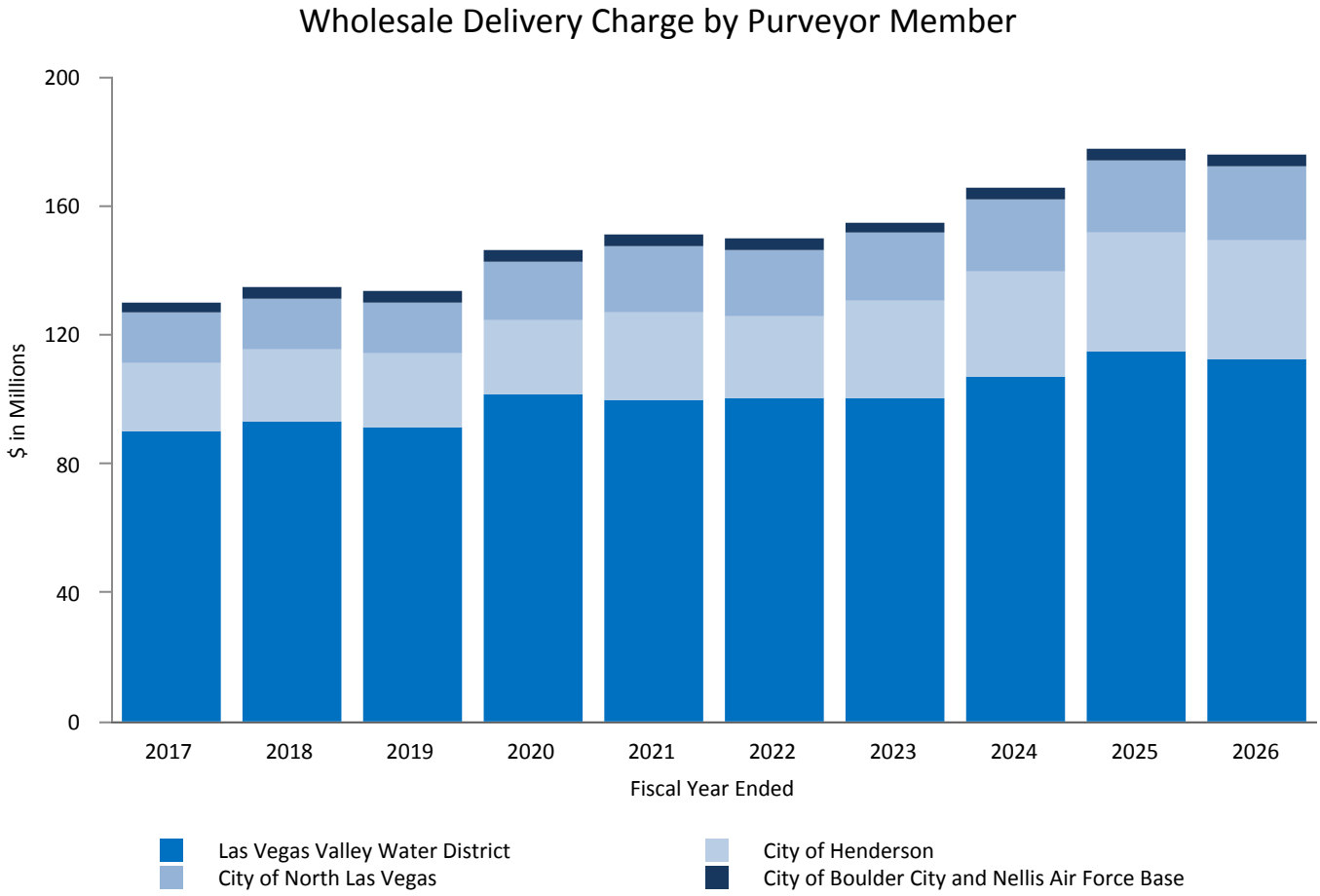
SOUTHERN NEVADA WATER AUTHORITY

Statistical Section (Unaudited)

Wholesale Delivery Charge by Purveyor Member

Last Ten Fiscal Years

Fiscal Year Ended June 30	Las Vegas Valley Water District	City of Henderson	City of North Las Vegas	City of Boulder City	Nellis Air Force Base	Total
2026	$ 112,501,528	$ 36,910,517	$ 22,698,817	$ 3,429,213	$ 191,076	$ 175,731,151
2025	114,888,775	36,728,644	22,516,299	3,479,293	204,467	177,817,478
2024	107,154,117	32,627,170	22,341,259	3,183,009	170,890	165,476,445
2023	100,269,457	30,449,268	21,015,706	2,780,990	217,035	154,732,456
2022	100,276,524	25,458,288	20,739,115	3,053,833	231,074	149,758,834
2021	99,640,886	27,333,593	20,224,550	3,329,471	241,517	150,770,017
2020	101,755,016	22,773,729	18,272,798	2,955,140	235,849	145,992,532
2019	91,481,393	22,426,610	16,235,128	2,831,869	261,133	133,236,133
2018	92,809,534	22,800,183	15,591,044	3,000,262	279,896	134,480,919
2017	90,327,325	20,974,863	15,597,261	2,933,871	282,274	130,115,594



SOUTHERN NEVADA WATER AUTHORITY

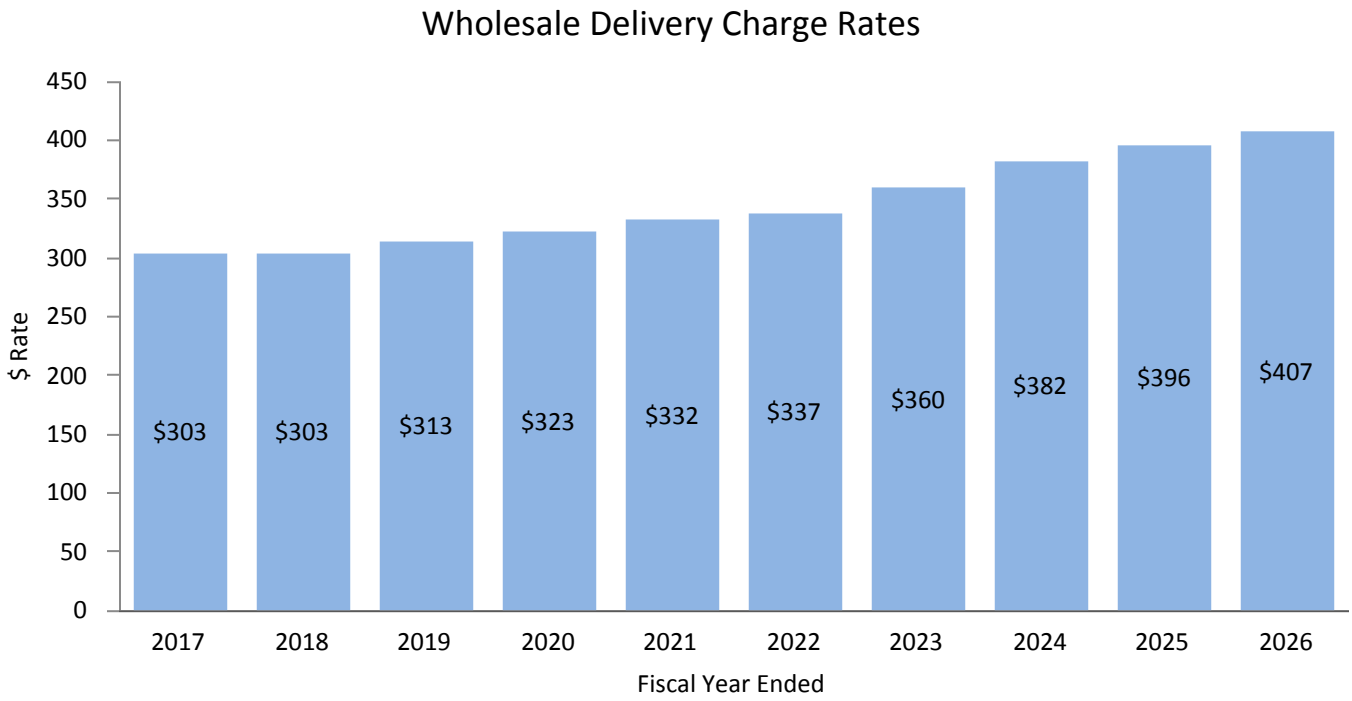
Statistical Section (Unaudited)

Wholesale Delivery Charge Rates

Last Ten Fiscal Years

Fiscal Year Ended June 30	Rate per Acre-Foot [1]
2026	$ 407
2025	396
2024	382
2023	360
2022	337
2021	332
2020	323
2019	313
2018	303
2017	303

[1] The City of Boulder City pays a slightly lower Wholesale Delivery Charge for non-potable water. Nellis Air Force Base pays a modified Wholesale Delivery Charge plus a portion of debt service. Revenues from both these charges account for less than one percent of total Wholesale Delivery Charge revenues.



SOUTHERN NEVADA WATER AUTHORITY Table 5

Statistical Section (Unaudited)

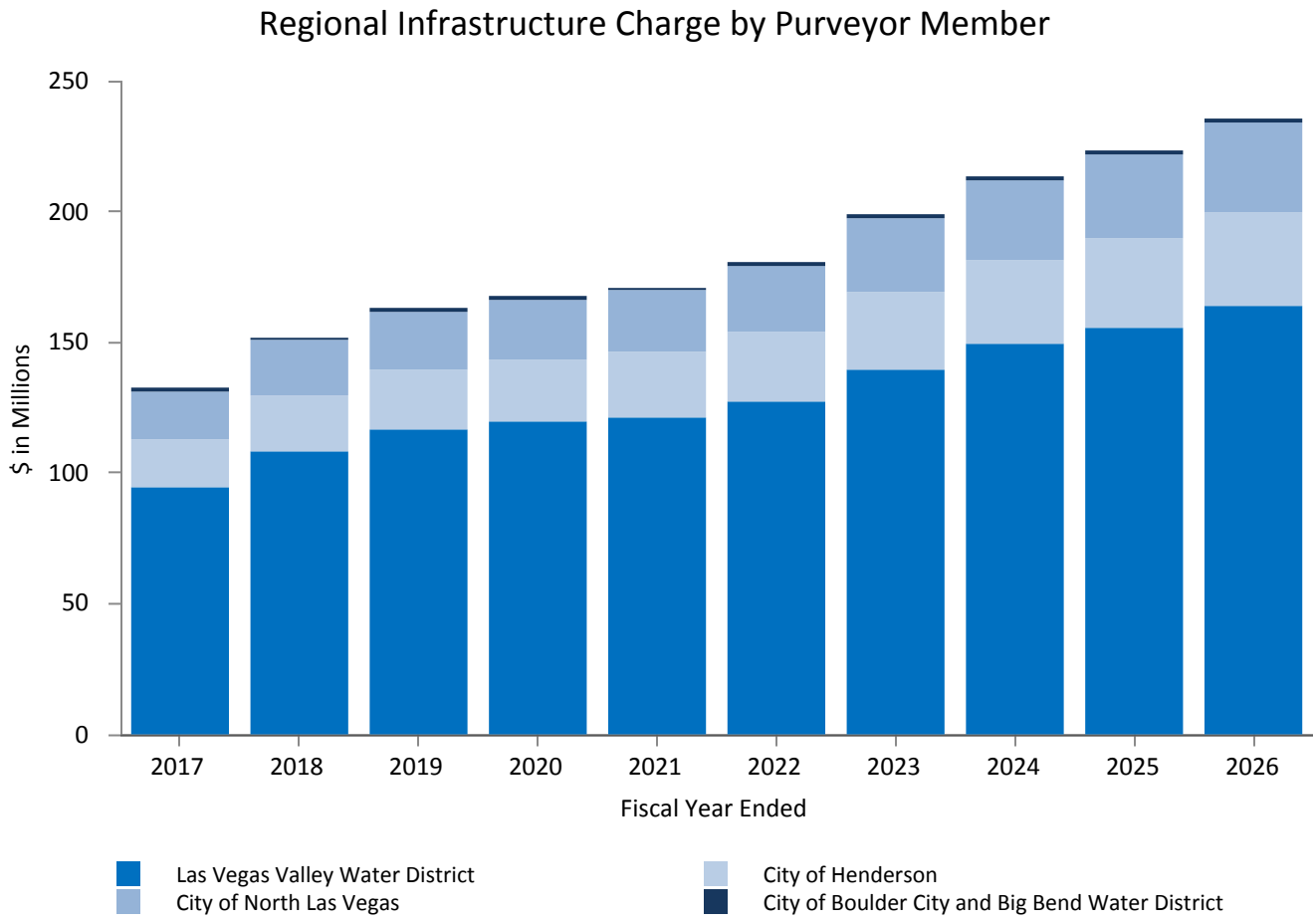
Regional Infrastructure Charge By Purveyor Member [1]

Last Ten Fiscal Years

Fiscal Year Ended June 30	Las Vegas Valley Water District	City of Henderson	City of North Las Vegas	City of Boulder City [2]	Big Bend Water District [2]	Total
2026	$ 163,753,651	$ 35,957,738	$ 33,934,855	$ 1,632,824	$ 107,103	$ 235,386,171
2025	155,482,561	34,038,716	32,360,836	1,135,239	119,592	223,136,944
2024	149,146,139	31,988,810	30,430,069	1,723,464	108,377	213,396,859
2023	139,832,869	29,682,101	28,216,338	1,237,524	118,638	199,087,470
2022	127,007,226	26,887,851	25,214,704	1,237,524	131,184	180,478,489
2021	120,852,949	25,407,097	23,429,483	1,237,524	135,257	171,062,310
2020	119,485,885	23,885,163	22,755,838	1,237,524	138,826	167,503,236
2019	116,950,650	22,425,044	22,184,949	1,237,524	138,826	162,936,993
2018	108,194,046	21,487,256	20,921,390	1,237,524	67,625	151,907,841
2017	94,278,922	18,439,116	18,450,250	1,237,524	65,633	132,471,445

[1] Regional Infrastructure Charges are a component of Capital Contributions as displayed on the Statements of Revenues, Expenses, and Changes in Net Position. See Notes 1 and 18 to the Basic Financial Statements.

[2] These purveyor members pay fees in lieu of collecting the Regional Infrastructure Charges from their customers.



SOUTHERN NEVADA WATER AUTHORITY

Statistical Section (Unaudited)

Regional Infrastructure Charge Rates

Last Ten Fiscal Years

	Daily Charge Per Meter			
Residential Meters	Jan 26 to Jun 26	Jan 25 to Dec 25	Jan 24 to Dec 24	Jan 23 to Dec 23
5/8" & 3/4" meter sizes	$ 0.5657	$ 0.5450	$ 0.5286	$ 0.5083
1" meter size	1.4979	1.4431	1.3997	1.3459
1 1/2" meter size	2.9956	2.8859	2.7991	2.6914
2" meter size	4.7932	4.6177	4.4789	4.3066
3" meter size	9.5853	9.2344	8.9567	8.6122
4" meter size	14.9770	14.4287	13.9949	13.4566
6" meter size	29.9536	28.8570	27.9893	26.9128
8" meter size	47.9252	46.1707	44.7824	48.0775
10" and larger meter sizes	53.5095	51.5506	50.0006	48.0775
Non-Residential Meters				
5/8" & 3/4" meter sizes	1.1808	1.1376	1.1034	1.0610
1" meter size	2.2368	2.1549	2.0901	2.0097
1 1/2" meter size	4.4734	4.3096	4.1800	4.0192
2" meter size	7.1571	6.8951	6.6878	6.4306
3" meter size	14.3144	13.7904	13.3758	12.8613
4" meter size	22.3666	21.5478	20.8999	20.0961
6" meter size	44.7330	43.0954	41.7966	40.1919
8" meter size	71.5723	68.9521	96.1383	64.3066
10" and larger meter sizes	102.8851	99.1186	96.1383	92.4407
Non-Residential Fire Meters				
5/8" & 3/4" meter sizes	0.1113	0.1113	0.1113	0.1113
1" meter size	0.2106	0.2106	0.2106	0.2106
1 1/2" meter size	0.4210	0.4210	0.4210	0.4210
2" meter size	0.6736	0.6736	0.6736	0.6736
3" meter size	1.3470	1.3470	1.3470	1.3470
4" meter size	2.1046	2.1046	2.1046	2.1046
6" meter size	4.2093	4.2093	4.2093	4.2093
8" meter size	6.7346	6.7346	6.7346	6.7346
10" and larger meter sizes	9.6810	9.6810	9.6810	9.6810

SOUTHERN NEVADA WATER AUTHORITY

Statistical Section (Unaudited)

Regional Infrastructure Charge Rates

Last Ten Fiscal Years

	Daily Charge Per Meter				
Residential Meters	Mar 22 to Dec 22	Jan 22 to Feb 22	Jan 18 to Dec 21	Jan 17 to Dec 17	Jan 16 to Dec 16
5/8" & 3/4" meter sizes	$ 0.4737	$ 0.4504	$ 0.4306	$ 0.3906	$ 0.3196
1" meter size	1.2543	1.1928	1.1403	1.0646	0.9300
1 1/2" meter size	2.5083	2.3852	2.2803	2.1287	1.8599
2" meter size	4.0136	3.8165	3.6487	3.4063	2.9760
3" meter size	8.0263	7.6322	7.2966	6.8120	5.9510
4" meter size	12.5411	11.9254	11.4010	10.6433	9.2986
6" meter size	25.0818	23.8505	22.8016	21.2863	18.5973
8" meter size	40.1305	38.1605	36.4823	34.0580	29.7550
10" and larger meter sizes	44.8066	42.6070	40.7333	37.2487	31.8850
Non-Residential Meters					
5/8" & 3/4" meter sizes	0.9888	0.9402	0.8989	0.8589	0.7879
1" meter size	1.8730	1.7810	1.7027	1.6270	1.4923
1 1/2" meter size	3.7458	3.5619	3.4053	3.2537	2.9849
2" meter size	5.9931	5.6989	5.4483	5.2059	4.7756
3" meter size	11.9863	11.3978	10.8966	10.4120	9.5510
4" meter size	18.7289	17.8095	17.0263	16.2686	14.9239
6" meter size	37.4575	35.6187	34.0523	32.5370	29.8480
8" meter size	59.9316	56.9895	54.4833	52.0590	47.7560
10" and larger meter sizes	86.1516	81.9223	78.3196	74.8350	68.6490
Non-Residential Fire Meters					
5/8" & 3/4" meter sizes	0.1113	0.1113	0.1113	0.1113	0.1113
1" meter size	0.2106	0.2106	0.2106	0.2106	0.2106
1 1/2" meter size	0.4210	0.4210	0.4210	0.4210	0.4210
2" meter size	0.6736	0.6736	0.6736	0.6736	0.6736
3" meter size	1.3470	1.3470	1.3470	1.3470	1.3470
4" meter size	2.1046	2.1046	2.1046	2.1046	2.1046
6" meter size	4.2093	4.2093	4.2093	4.2093	4.2093
8" meter size	6.7346	6.7346	6.7346	6.7346	6.7346
10" and larger meter sizes	9.6810	9.6810	9.6810	9.6810	9.6810

SOUTHERN NEVADA WATER AUTHORITY

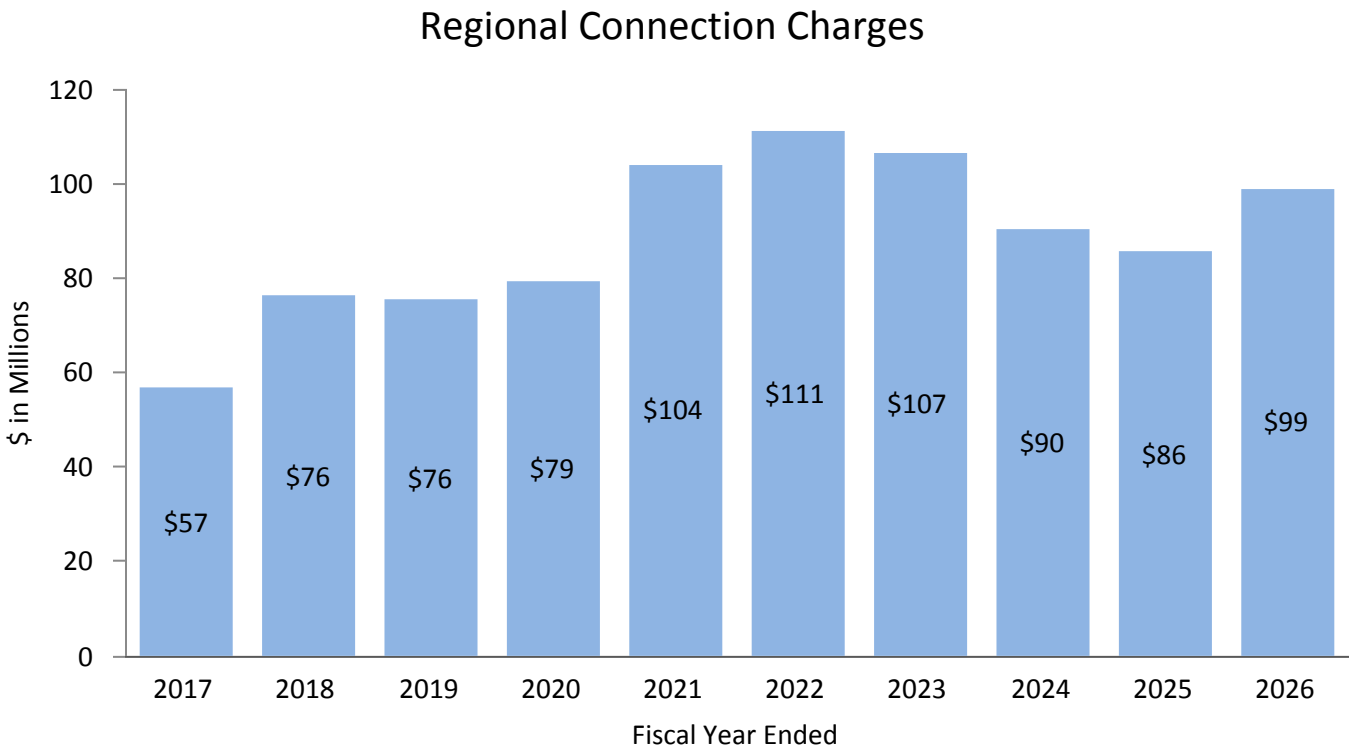
Statistical Section (Unaudited)

Regional Connection Charge by Purveyor Member [1]

Last Ten Fiscal Years

Fiscal Year Ended June 30	Las Vegas Valley Water District	City of Henderson	City of North Las Vegas	Total
2026	$ 62,426,153	$ 19,832,526	$ 16,657,030	$ 98,915,709
2025	53,793,845	18,472,517	13,368,342	85,634,704
2024	49,913,958	26,225,005	14,154,460	90,293,423
2023	59,702,206	30,262,096	16,557,970	106,522,272
2022	54,939,284	36,824,652	19,346,178	111,110,114
2021	64,198,470	19,883,510	19,966,119	104,048,099
2020	44,514,203	11,685,210	23,119,185	79,318,598
2019	46,474,600	19,483,421	9,609,380	75,567,401
2018	46,415,820	17,395,310	12,532,130	76,343,260
2017	41,373,197	11,723,700	3,927,920	57,024,817

[1] Regional Connection Charges are a component of Capital Contributions as displayed on the Statements of Revenues, Expenses, and Changes in Net Position. See Notes 1 and 18 to the Basic Financial Statements.



SOUTHERN NEVADA WATER AUTHORITY

Statistical Section (Unaudited)

Regional Connection Charge Rates

Last Ten Fiscal Years

Residential (8 or fewer units per acre [1]) *(Plans approved for construction and fees paid)*						
	Charge					
Meter Size	Mar 26 to Jun 26	Mar 25 to Feb 26	Mar 24 to Feb 25	Mar 23 to Feb 24	Mar 22 to Feb 23	Jul 16 to Feb 22
5/8"	$ 7,998	$ 7,358	$ 6,838	$ 6,279	$ 5,596	$ 4,870
3/4"	7,998	7,358	6,838	6,279	5,596	4,870
1"	15,780	14,517	13,492	12,389	11,042	9,610
1 1/2"	31,476	28,957	26,912	24,713	22,026	19,170
2"	50,377	46,345	43,072	39,552	35,251	30,680

[1] "Units per Acre means "Gross Acres," which represents an acre of land, including all interior streets, publicly dedicated land, and adjacent streets or rights-of-way to the street centerline, not to exceed a distance of 50 feet.

Non-Residential (Hotels, Motels, Golf Courses and Laundries Excluded) *(Plans approved for construction and fees paid)*						
	Charge					
Meter Size	Mar 26 to Jun 26	Mar 25 to Feb 26	Mar 24 to Feb 25	Mar 23 to Feb 24	Mar 22 to Feb 23	Jul 16 to Feb 22
5/8"	$ 7,998	$ 7,358	$ 6,838	$ 6,279	$ 5,596	$ 4,870
3/4"	7,998	7,358	6,838	6,279	5,596	4,870
1"	15,780	14,517	13,492	12,389	11,042	9,610
1 1/2"	31,476	28,957	26,912	24,713	22,026	19,170
2"	105,517	97,072	90,216	82,843	73,835	64,260
3"	390,640	359,374	333,991	306,695	273,347	237,900
4"	579,804	533,398	495,723	455,209	405,712	353,100
6"	See table for "Rates Based on Factors other than Meter Size"					
8"						
10"						

Industrial Laundries *(Plans approved for construction and fees paid)*						
	Charge					
Meter Size	Mar 26 to Jun 26	Mar 25 to Feb 26	Mar 24 to Feb 25	Mar 23 to Feb 24	Mar 22 to Feb 23	Jul 16 to Feb 22
5/8"	$ 126,108	$ 116,015	$ 107,821	$ 99,009	$ 88,243	$ 76,800
3/4"	126,108	116,015	107,821	99,009	88,243	76,800
1"	248,702	228,797	212,637	195,259	174,028	151,460
1 1/2"	497,456	457,641	425,317	390,557	348,090	302,950
2"	795,894	732,193	680,477	624,864	556,920	484,700
3"	1,591,791	1,464,389	1,360,956	1,249,730	1,113,841	969,400
4"	2,487,176	2,288,110	2,126,496	1,952,705	1,740,379	1,514,690
6"	4,974,317	4,576,189	4,252,964	3,905,385	3,480,735	3,029,360
8"	7,958,914	7,321,908	6,804,747	6,248,620	5,569,180	4,846,980
10"	11,440,949	10,525,252	9,781,833	8,982,399	8,005,703	6,967,540

SOUTHERN NEVADA WATER AUTHORITY

Statistical Section (Unaudited)

Regional Connection Charge Rates

Last Ten Fiscal Years

Rates Based on Factors other than Meter Size *(Plans approved for construction and fees paid)*							
		Charge Per Unit					
Customer Class	Connection Charge Based On	Mar 26 to Jun 26	Mar 25 to Feb 26	Mar 24 to Feb 25	Mar 23 to Feb 24	Mar 22 to Feb 23	Jul 16 to Feb 22
Residential - individually metered more than 8 units per acre [1] & mobile homes	Dwelling Unit	$ 5,584	$ 5,137	$ 4,774	$ 4,384	$ 3,907	$ 3,400
Residential - master metered more than 8 units per acre [1] & mobile homes [2]	Dwelling Unit	5,584	5,137	4,774	4,384	3,907	3,400
Non-residential, 6" and larger - excluding hotels, motels, golf courses, and laundries [3]	Annual Usage (1,000 Gal.)	47.95	44.11	40.99	37.64	33.55	29.20
Hotels & motels	Hotel Room	4,565	4,200	3,903	3,584	3,194	2,780
Golf courses (irrigated acres) [4]	Acre	74,943	68,945	64,075	58,838	52,440	45,640
RV parks	Space	2,265	2,084	1,937	1,779	1,586	1,380

[1] "Units per Acre" means "Gross Acres," which represents an acre of land, including all interior streets, publicly dedicated land, and adjacent streets or rights-of-way to the street centerline, not to exceed a distance of 50 feet.

[2] Master metered mobile homes are not authorized in Clark County in accordance with NRS 461A.230.

[3] The SNWA regional connection charge is based on audit and confirmation of annual water usage of the facility within the first three years of operation. Based on that audit, the connection charge may be adjusted accordingly.

[4] The SNWA regional connection charge is based on the potable irrigated acres of the golf course, which includes all playing areas, such as fairways, roughs, lakes, ponds, golf cart paths, sand traps, etc. The potable irrigated acres for this calculation do not include non-playing areas, although minimal potable irrigation may be required. The applicant will provide a development plan with each type of area defined with its acreage identified for LVVWD review and approval.

SOUTHERN NEVADA WATER AUTHORITY

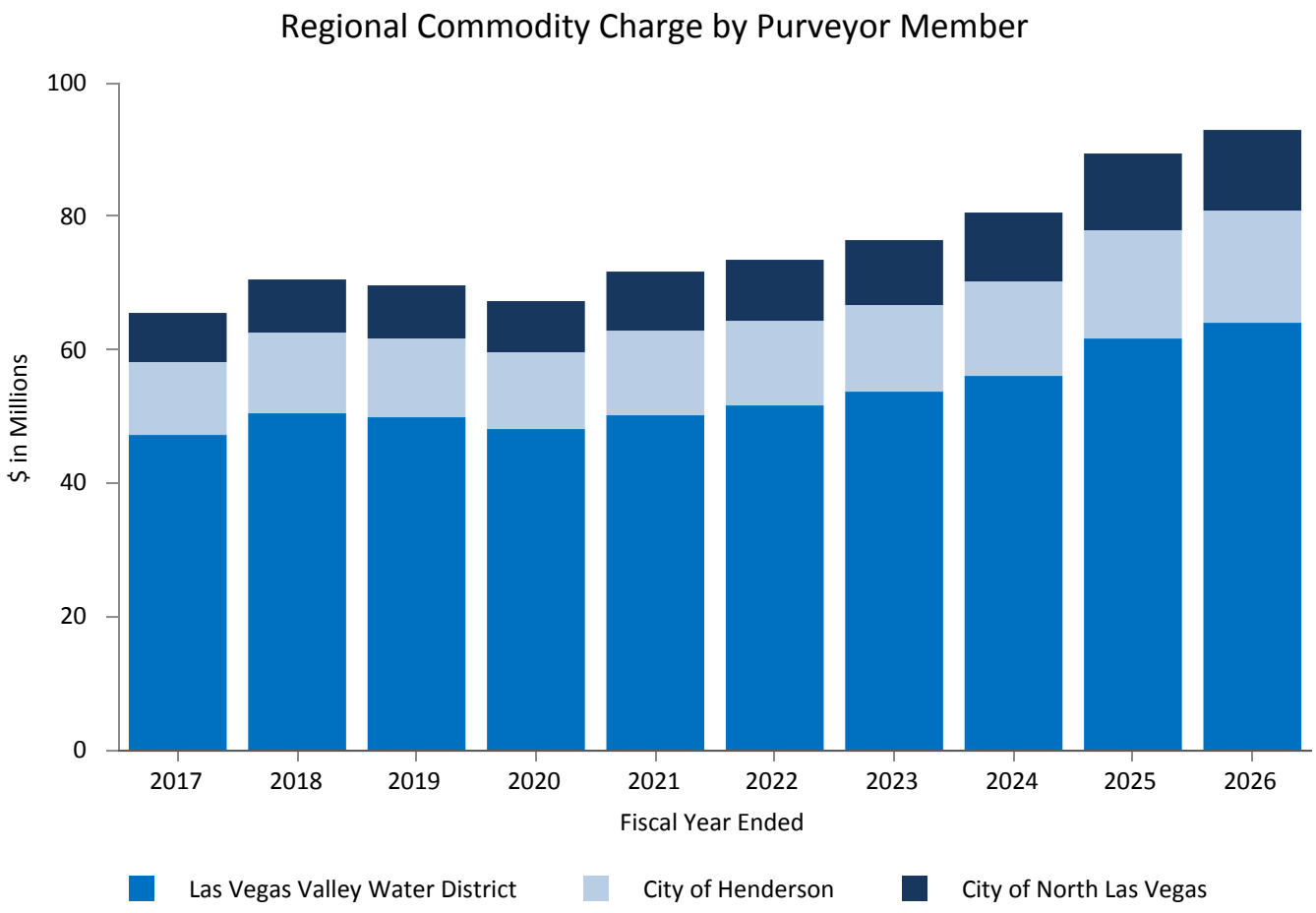
Statistical Section (Unaudited)

Regional Commodity Charge by Purveyor Member [1]

Last Ten Fiscal Years

Fiscal Year Ended June 30	Las Vegas Valley Water District	City of Henderson	City of North Las Vegas	Total
2026	$ 64,074,785	$ 16,664,687	$ 12,120,473	$ 92,859,945
2025	61,650,355	16,311,745	11,529,434	89,491,534
2024	56,014,958	14,258,133	10,338,723	80,611,814
2023	53,613,377	13,149,394	9,645,322	76,408,093
2022	51,682,436	12,731,741	8,963,982	73,378,159
2021	50,212,998	12,759,121	8,781,153	71,753,272
2020	48,015,245	11,679,233	7,673,357	67,367,835
2019	49,800,992	11,814,929	7,985,365	69,601,286
2018	50,547,095	12,016,747	7,988,733	70,552,575
2017	47,122,474	11,059,260	7,200,429	65,382,163

[1] Regional Commodity Charges are a component of Capital Contributions as displayed on the Statements of Revenues, Expenses, and Changes in Net Position. See Notes 1 and 18 to the Basic Financial Statements.



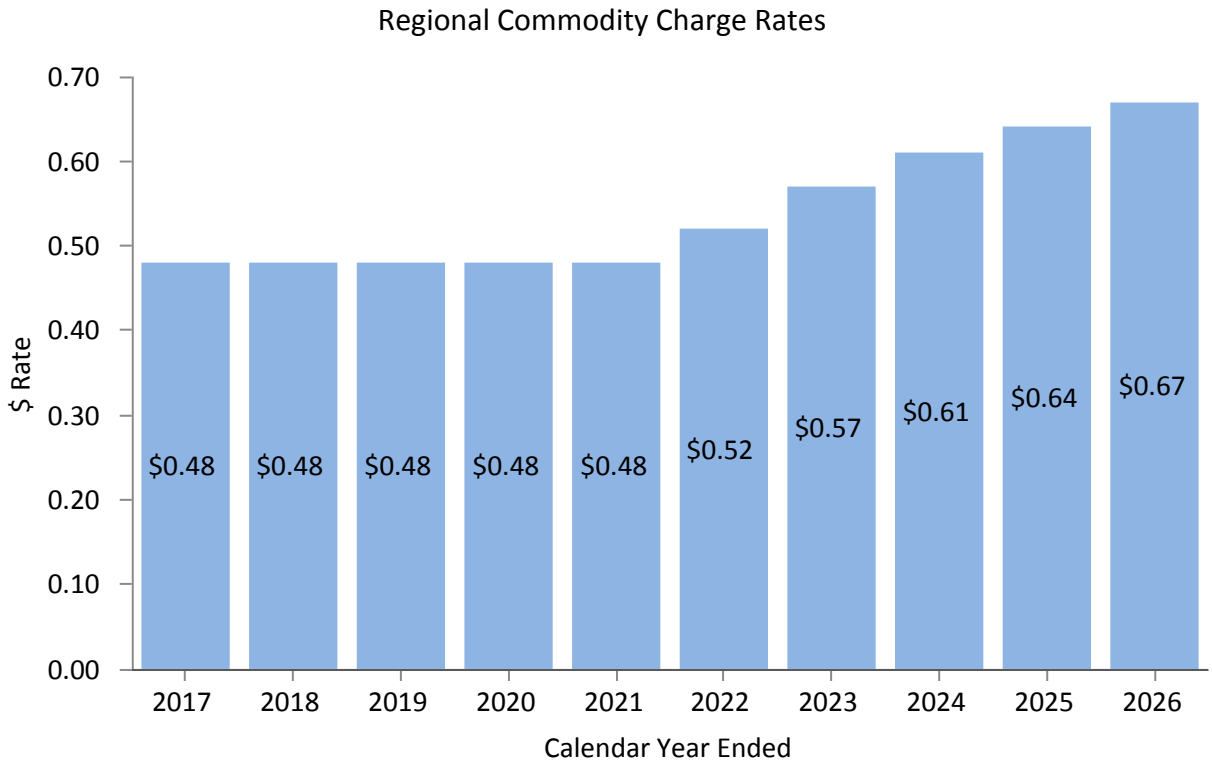
SOUTHERN NEVADA WATER AUTHORITY

Statistical Section (Unaudited)

Regional Commodity Charge Rates

Last Ten Fiscal Years

Calendar Year	Rate (per 1,000 gallons)
2026	$ 0.67
2025	0.64
2024	0.61
2023	0.57
2022	0.52
2021	0.48
2020	0.48
2019	0.48
2018	0.48
2017	0.48



Information on Debt Capacity

- Ratios of Outstanding Debt
- Ratios of General Bonded Debt
- Information About Debt Limitations and Pledged Revenue Coverage
- Pledged Revenue Coverage

These schedules contain information to help the reader assess the affordability of the SNWA's current levels of outstanding debt and the its ability to issue additional debt in the future.

Because the SNWA has only seven customers (the seven purveyor members as shown in the introductory section) ratios reflecting debt to the SNWA's customer base were deemed meaningless. Alternative comparisons have been made to give the reader a better sense of the SNWA's debt levels.

SOUTHERN NEVADA WATER AUTHORITY™

THIS PAGE LEFT
INTENTIONALLY BLANK

SOUTHERN NEVADA WATER AUTHORITY

Statistical Section (Unaudited)

Ratios of Outstanding Debt [1]

Last Ten Fiscal Years

	In Millions							
Fiscal Year Ended June 30	Bonds Payable [2]	Notes Payable	Lease Obligations [3]	Subscription Obligations [4]	Total Debt [5]	Debt as a Percent of Personal Income [6, 8]	Debt Per Capita In Dollars [7, 8]
2026	$ 2,741.7	$ 14.0	$ 4.6	$ 1.0	$ 2,761.3	1.7%	$ 1,153.5
2025	3,034.7	6.0	4.8	1.4	3,046.9	1.9	1,272.8
2024	2,854.9	—	5.1	1.5	2,861.6	1.9	1,219.4
2023	3,064.7	—	5.3	1.8	3,071.8	2.2	1,333.1
2022	3,293.7	—	5.3	2.2	3,301.2	2.4	1,457.5
2021	3,137.5	0.3	4.6	—	3,142.4	2.6	1,388.5
2020	3,074.3	1.0	—	—	3,075.3	2.7	1,336.5
2019	3,144.3	2.5	—	—	3,146.8	2.9	1,397.2
2018	3,278.5	3.9	—	—	3,282.4	3.3	1,484.1
2017	3,412.3	5.3	—	—	3,417.6	3.6	1,569.4

[1] Details of the SNWA's outstanding long-term and short-term debt can be found in Note 17 to the Basic Financial Statements and in this Statistical Section.

[2] Net of related premiums and discounts as required per GASB Comprehensive Implementation Guide 9.24.6.

[3] The SNWA adopted GASB Statement No. 87, *Leases*, for the fiscal year ended June 30, 2022 and retrospectively restated fiscal year ended June 30, 2021.

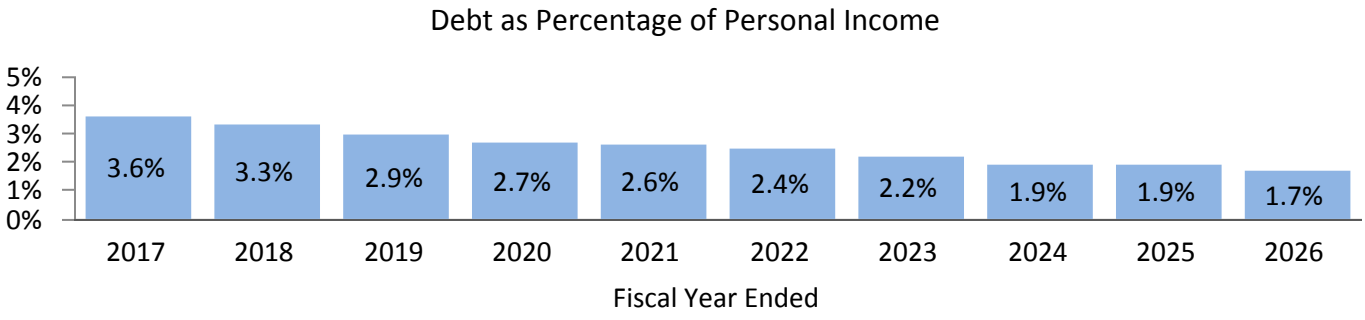
[4] The SNWA adopted GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*, for the fiscal year ended June 30, 2023 and retrospectively restated fiscal year ended June 30, 2022.

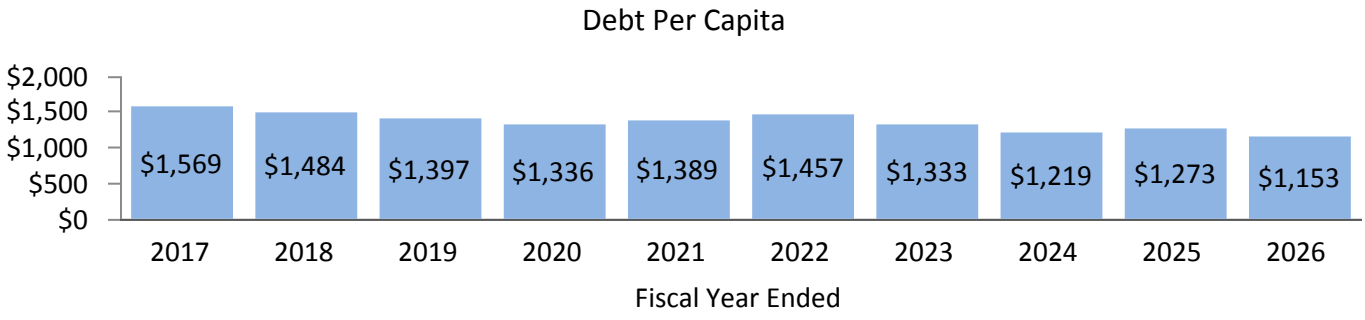
[5] All SNWA bond and note debt is general obligation debt issued on behalf of the SNWA by the State of Nevada, LVVWD, and Clark County, additionally secured by pledged revenue. For more information, see Pledged Revenue Coverage information in this Statistical Section. Total debt also includes obligations related to leases and subscription-based information technology arrangements.

[6] Total debt divided by personal income in Clark County, which is indicated in the demographic and economic information table in this Statistical Section.

[7] Total debt divided by the population in SNWA's service area.

[8] Population is subject to periodic revisions.





SOUTHERN NEVADA WATER AUTHORITY

Statistical Section (Unaudited)

Ratios of General Bonded Debt [1]

Last Ten Fiscal Years

	In Millions						
Fiscal Year Ended June 30	G.O. Debt Additionally Secured with SNWA Pledged Revenues and Sales Tax Proceeds [2]	Debt Secured Only with Sales Tax Pledge [3]	Total General Bonded Debt	Following Fiscal Year's Principal Payments [4]	Net General Bonded Debt	Total Debt as Percent of Annual Applied Revenues [5, 6]	Annual Debt Service as Percent of Annual Applied Revenues [5, 7]
2026	$ 2,755.8	$ —	$ 2,755.8	$ (142.2)	$ 2,613.6	367.2%	41.6%
2025	3,040.7	—	3,040.7	(172.5)	2,868.2	421.1	41.0
2024	2,854.9	—	2,854.9	(164.1)	2,690.8	410.7	44.3
2023	3,064.7	—	3,064.7	(165.2)	2,899.5	454.2	49.0
2022	3,293.2	0.5	3,293.7	(157.9)	3,135.8	513.8	46.2
2021	3,136.9	0.9	3,137.8	(146.9)	2,990.9	520.4	46.1
2020	3,073.9	1.4	3,075.3	(131.1)	2,944.2	554.3	55.3
2019	3,145.0	1.8	3,146.8	(121.6)	3,025.2	587.4	50.6
2018	3,280.1	2.3	3,282.4	(116.5)	3,165.9	630.1	52.3
2017	3,414.8	2.8	3,417.6	(112.1)	3,305.5	732.7	58.8

[1] Details of the SNWA's long-term outstanding debt can be found in Note 17 to the Basic Financial Statements and in this Statistical Section. As described in Note 1, SNWA has only seven customers, making per-customer ratios meaningless. Therefore, alternate ratios have been provided.

[2] The SNWA does not have the legal authority to make a general obligation pledge. Therefore, these debts were issued with other entities general obligation pledge and additionally secured with the SNWA's pledged revenues and sales tax proceeds.

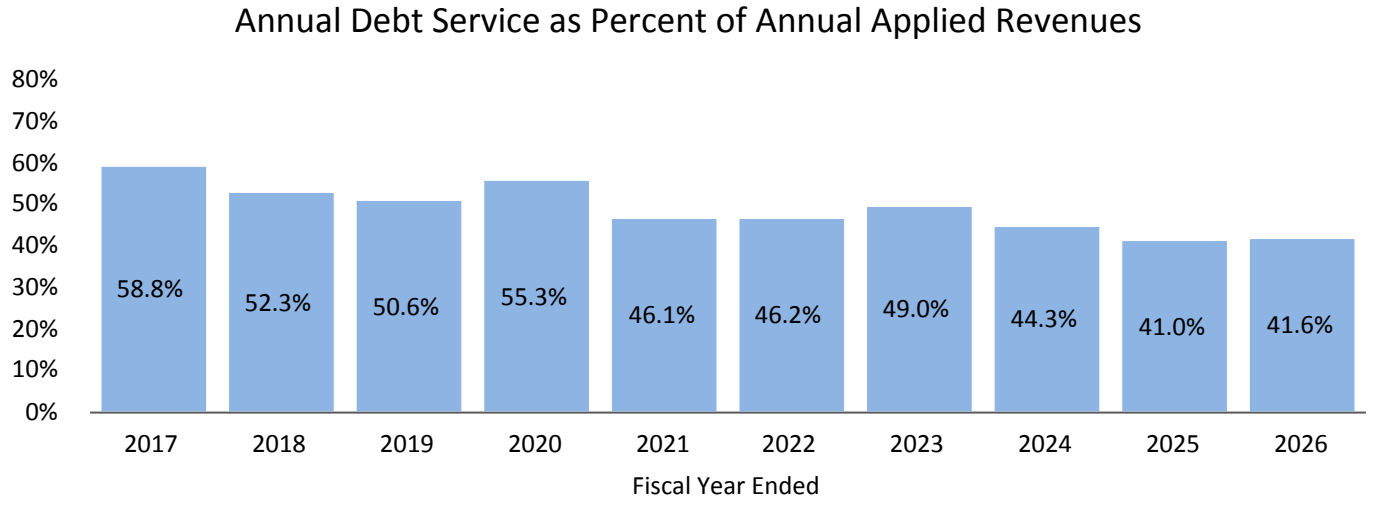
[3] The SNWA 2008 CREBs are not general obligations and were secured with only sales tax. The final payment on the SNWA 2008 CREBs occurred on December 15, 2022.

[4] Principal portion of debt service payments for the following fiscal year, excluding commercial paper.

[5] The SNWA cannot levy property taxes. Although the entities issuing debt on its behalf can, the SNWA does not expect that to occur. Therefore, alternate ratios have been provided.

[6] Total debt divided by total applied revenues. Applied revenues are revenues which are used to pay debt service. These revenues consist of Sales Tax, Wholesale Delivery Charge, Regional Connection Charge, Regional Commodity Charge, Regional Reliability Surcharge, and Regional Infrastructure Charge. Regional Connection Charges are adjusted by a refund contingency for fiscal year 2015.

[7] Total annual debt service (principal and interest) divided into total applied revenues as defined in [6] above.



DEBT LIMITATIONS

The SNWA does not have a dollar amount of debt limit. The SNWA's ability to issue and pay its debt is a function of its capital needs, revenues generated from its facilities, and sales tax proceeds allocated to the SNWA.

PLEDGED REVENUE COVERAGE

Fiscal Year Ended June 30	Pledged Revenue Sales Tax [1]	Bonds with Sales Tax Pledge [2]	Coverage Ratio
2026	$ 101,228,591	$ —	—
2025	97,593,340	—	—
2024	98,605,514	—	—
2023	95,233,667	—	—
2022	89,300,519	460,000	194.1
2021	71,202,531	920,000	77.4
2020	65,457,762	1,380,000	47.4
2019	67,970,379	1,840,000	36.9
2018	63,601,130	2,300,000	27.7
2017	60,856,934	2,760,000	22.0

[1] Sales tax collections are restricted by law to be used only for capital acquisition and retirement of debt.

[2] The only SNWA debt with a sales tax pledge are the SNWA 2008 CREB. All other issues are general obligation bonds with additional security of SNWA pledged revenue. During fiscal year 2023, the SNWA 2008 CREB was paid in full.

SOUTHERN NEVADA WATER AUTHORITY Table 14

Statistical Section (Unaudited)

Pledged Revenue Coverage

Last Ten Fiscal Years

Fiscal Year Ended June 30	Gross Revenues [1]	Less Operating Expense [2, 6]	Net Available Revenue	Add Beginning Unrestricted Funds [3]	Net Available for Debt Service	Total Debt Service [4]	Debt Coverage Ratio [5]
2026	$ 814,269,923	$ 295,530,554	$ 518,739,369	$1,448,833,200	$ 1,967,572,569	$ 295,907,975	6.65
2025	779,106,091	236,150,392	542,955,699	1,278,762,897	1,821,718,596	278,948,828	6.53
2024	748,548,494	228,219,038	520,329,456	1,063,759,952	1,584,089,408	289,960,115	5.46
2023	661,732,125	231,908,209	429,823,916	936,581,669	1,366,405,585	312,945,316	4.37
2022	583,964,333	197,865,394	386,098,939	888,219,468	1,274,318,407	281,716,016	4.52
2021	585,101,795	179,836,948	405,264,847	778,382,776	1,183,647,623	264,827,855	4.47
2020	588,680,030	178,900,874	409,779,156	668,048,176	1,077,827,332	293,510,048	3.67
2019	559,631,750	173,194,350	386,437,400	561,768,492	948,205,892	260,852,199	3.64
2018	525,797,942	168,535,148	357,262,794	480,331,301	837,594,095	262,918,858	3.19
2017	473,007,416	166,458,183	306,549,233	422,030,778	728,580,011	265,380,836	2.75

[1] Gross revenues are comprised of wholesale delivery charge, regional connection charge (net of pending refund contingency, which was discontinued in fiscal year 2016), regional water charge (comprised of commodity charges and reliability surcharges), regional infrastructure charge, sales tax, groundwater management fees, Las Vegas wash revenues, investment income (including capitalized portion), and other revenues. Other revenues includes receipts from Southern Nevada Public Lands Management Act (SNPLMA), raw water facilities charge and minor billings to purveyor members (Big Bend Water District, City of Las Vegas, and Clark County Water Reclamation District).

[2] Operating expense is comprised of energy, salaries and benefits, and operating and maintenance.

[3] Unrestricted funds include unrestricted cash and investments as shown on the Statements of Net Position and sales tax proceeds on hand regardless of classification.

[4] Includes interest paid on the commercial paper notes.

[5] Debt coverage ratio is calculated by dividing the net available for debt service amount by the total debt service amount.

[6] Fiscal year 2021 operating expenses were restated in fiscal year 2022 to reflect the impact of the implementation of GASB Statement No. 87, *Leases*. Fiscal year 2022 operating expenses were restated in fiscal year 2023 to reflect the impact of the implementation of GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*. Fiscal year 2024 operating expenses were restated in fiscal year 2025 to reflect the impact of the implementation of GASB Statement No. 101, *Compensated Absences*.

Demographic and Economic Information

- Demographic and Economic Information in Clark County, Nevada
- Ten Largest Property-Owning Taxpayers
- Employment by Industry Sector
- Building Permits Issued in Clark County, Nevada

These schedules offer demographic and economic indicators to aid the reader in understanding the environment in which the SNWA's financial activities take place.

SOUTHERN NEVADA WATER AUTHORITY™

THIS PAGE LEFT
INTENTIONALLY BLANK

SOUTHERN NEVADA WATER AUTHORITY

Statistical Section (Unaudited)

Demographic and Economic Information in Clark County, Nevada [1]

Last Ten Fiscal Years

Calendar Year	Population [2]	Per Capita Income [3]	Median Household Income [4]	Weighted Enrollment/School Enrollment [5]	Total Labor Force Thousands [6]	U.S. Unemployment Rate [7]
2025	2,448,576	N/A	$ 65,824	284,839	1,246.6	4.4%
2024	2,392,490	$ 66,952	62,256	288,527	1,203.1	4.0
2023	2,361,285	64,058	61,567	293,716	1,186.5	3.6
2022	2,338,127	60,318	62,867	300,528	1,150.7	3.6
2021	2,320,551	58,410	54,990	301,474	1,100.3	5.3
2020	2,265,461	52,642	54,879	314,757	1,102.2	8.1
2019	2,293,391	50,433	51,313	317,306	1,129.8	3.7
2018	2,251,175	47,497	48,977	319,311	1,090.8	3.9
2017	2,193,818	45,586	47,610	309,965	1,057.4	4.4
2016	2,166,181	43,663	43,950	307,974	1,032.5	4.9

[1] All data is subject to revision. The abbreviation "N/A" means not available.

[2] Population as of July 1; Source: Nevada State Demographer's Office (2016-2025 estimates as of July 1). Populations are subject to periodic revisions.

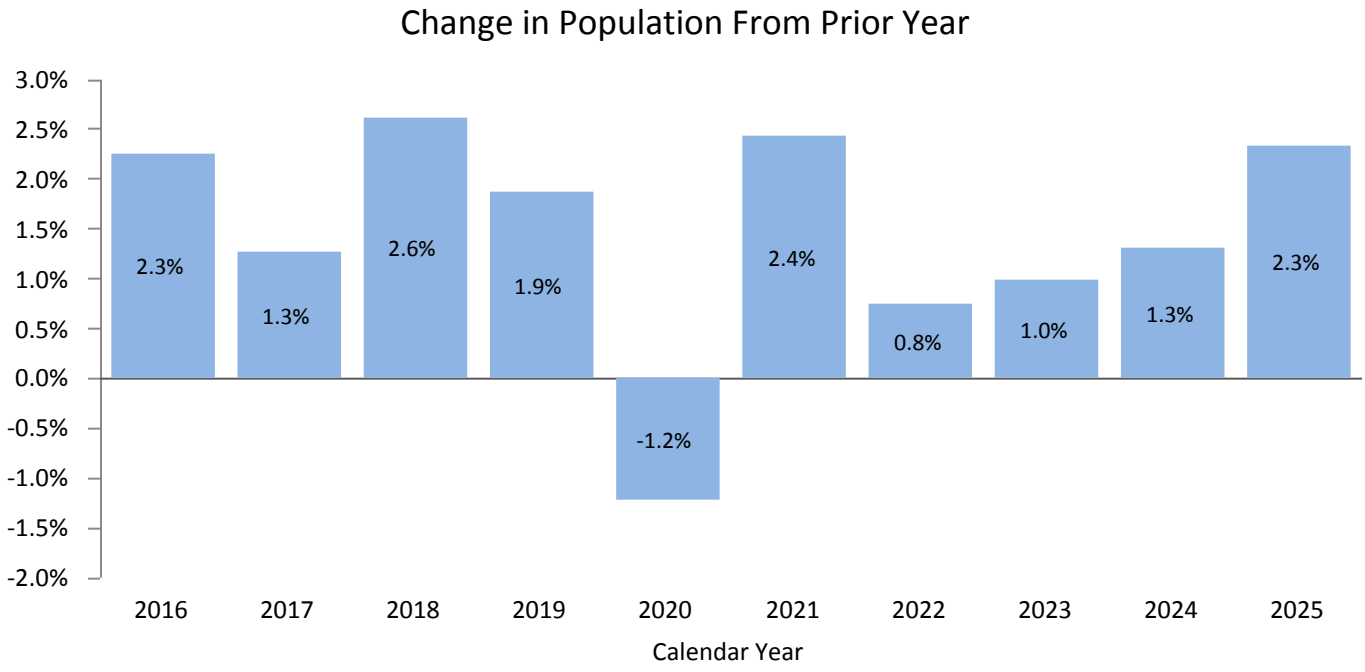
[3] Source: U.S. Department of Commerce, Bureau of Economic Analysis.

[4] Source: Claritas, ©2021 Environics Analytics (EA); and © Claritas, LLC 2022-2026.

[5] Source: Clark County School District. School year ending June 30. Fiscal year ended June 30. 2017 reflects a Kindergarten student as 60% of a student.

[6] Source: State of Nevada - Department of Employment, Training & Rehabilitation.

[7] Source: Bureau of Labor Statistics (annual averages) except 2025 is Dec.



SOUTHERN NEVADA WATER AUTHORITY

Statistical Section (Unaudited)

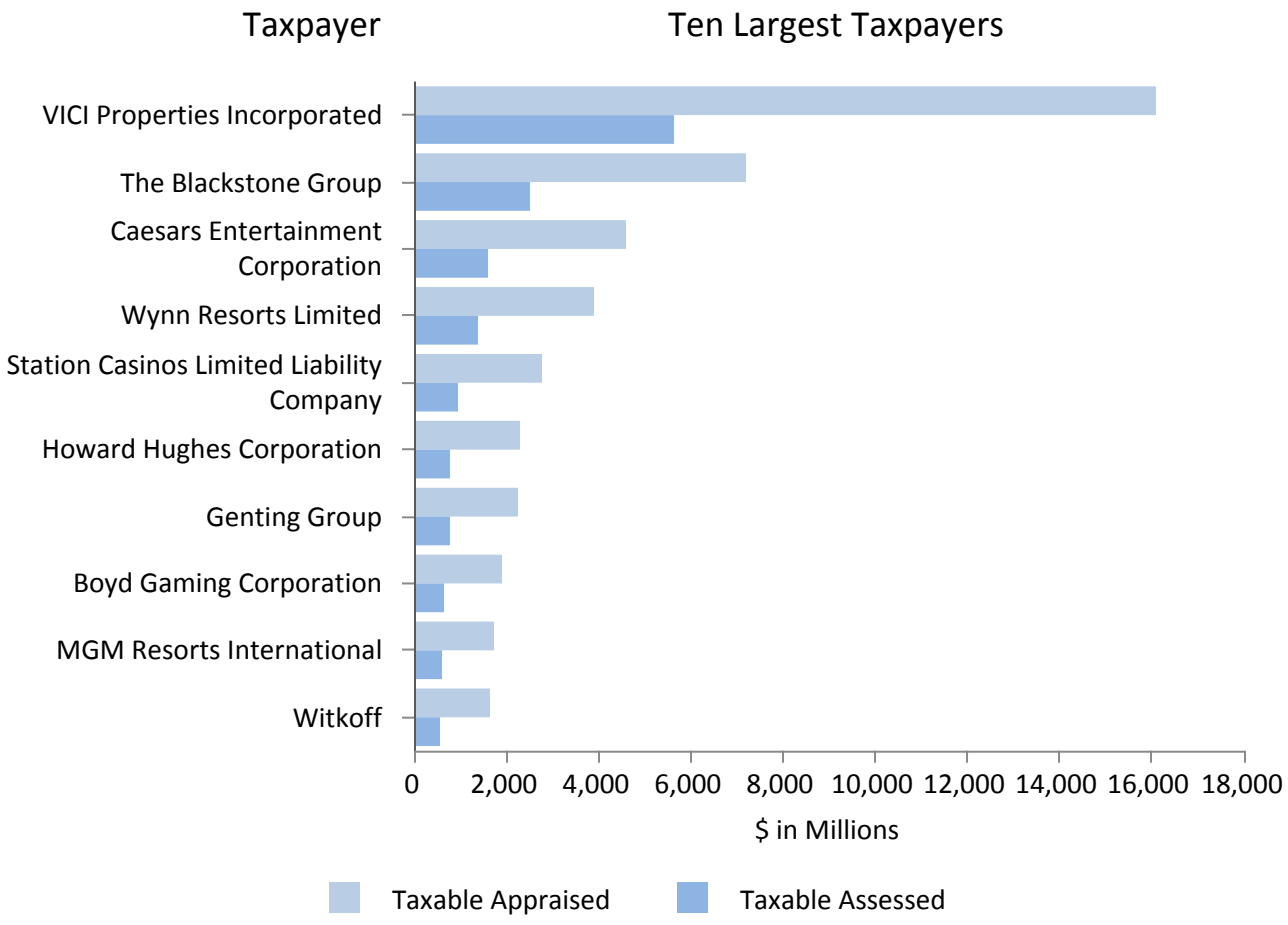
Ten Largest Property-Owning Taxpayers in Clark County, Nevada [1]

Fiscal Year Ended June 30, 2026

	Taxpayer [2]	Taxable Assessed	Taxable Appraised
1.	Vici Properties Incorporated	$ 5,634,920,859	$ 16,099,773,883
2.	The Blackstone Group	2,514,729,826	7,184,942,360
3.	Caesars Entertainment Corporation	1,606,339,919	4,589,542,626
4.	Wynn Resorts Limited	1,366,449,665	3,904,141,900
5.	Station Casinos Limited Liability Company	965,230,267	2,757,800,763
6.	Howard Hughes Corporation	801,374,441	2,289,641,260
7.	Genting Group	788,948,778	2,254,139,366
8.	Boyd Gaming Corporation	661,579,697	1,890,227,706
9.	MGM Resorts International	603,908,508	1,725,452,880
10.	Witkoff	571,276,125	1,632,217,500

[1] Source: Nevada Department of Taxation, Division of Local Government Services, *Ten Highest Assessed Taxpayers Statewide and All Counties. 2025-2026 Secured Roll/2024-2025 Unsecured Roll.* Includes the five incorporated cities.

[2] Some taxpayers are hotel/casinos that may have multiple properties.



SOUTHERN NEVADA WATER AUTHORITY

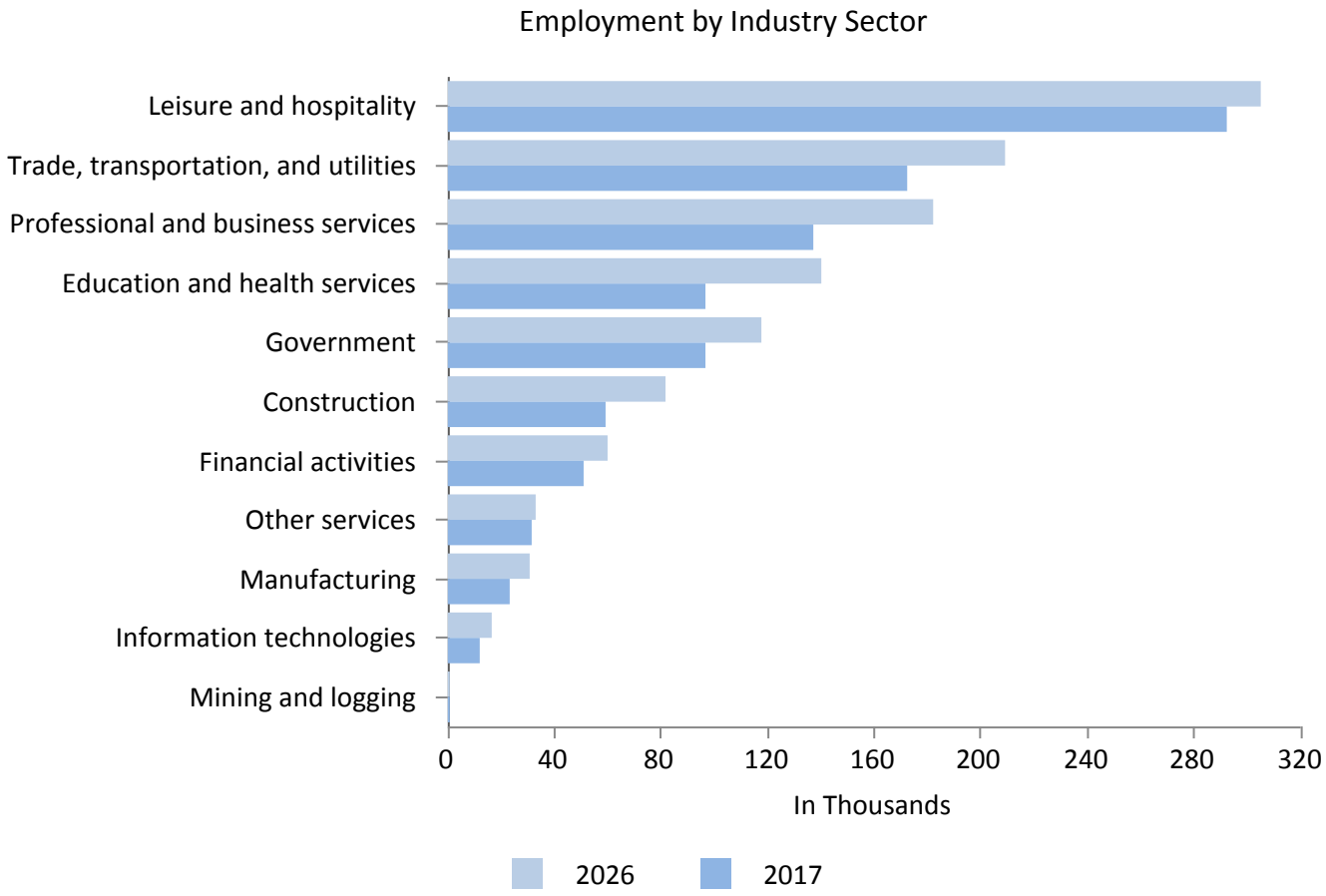
Statistical Section (Unaudited)

Employment by Industry Sector in the Las Vegas Metropolitan Area [1]

Current Fiscal Year and Nine Fiscal Years Ago

Industry Sector	June 30, 2026 Employees (In Thousands)		June 30, 2017 Employees (In Thousands)	
Leisure and hospitality	305.1	26.0 %	292.5	30.2 %
Trade, transportation, and utilities	209.3	17.8	172.3	17.7
Professional and business services	182.2	15.5	137.1	14.1
Education and health services	140.2	11.9	96.3	9.9
Government	118.0	10.0	96.3	9.9
Construction	81.7	6.9	59.4	6.1
Financial activities	59.8	5.1	50.6	5.2
Other services	32.9	2.8	31.5	3.2
Manufacturing	30.8	2.6	23.2	2.4
Information technologies	16.4	1.4	12.3	1.3
Mining and logging	0.4	—	0.4	—
Total nonfarm payrolls	1,176.8	100.0 %	971.9	100.0 %

[1] Source: U.S. Bureau of Labor Statistics for the metropolitan statistical area of Las Vegas-Henderson-Paradise, Nevada. In the past, the Nevada Department of Employment, Training, and Rehabilitation (DETR) compiled a list of the top employers in Clark County. In fiscal year 2019, DETR stopped providing this information and the top employers list is not available from another reliable source. Therefore, the information above is intended to provide the reader with alternate data to consider customer concentration risk.



SOUTHERN NEVADA WATER AUTHORITY

Statistical Section (Unaudited)

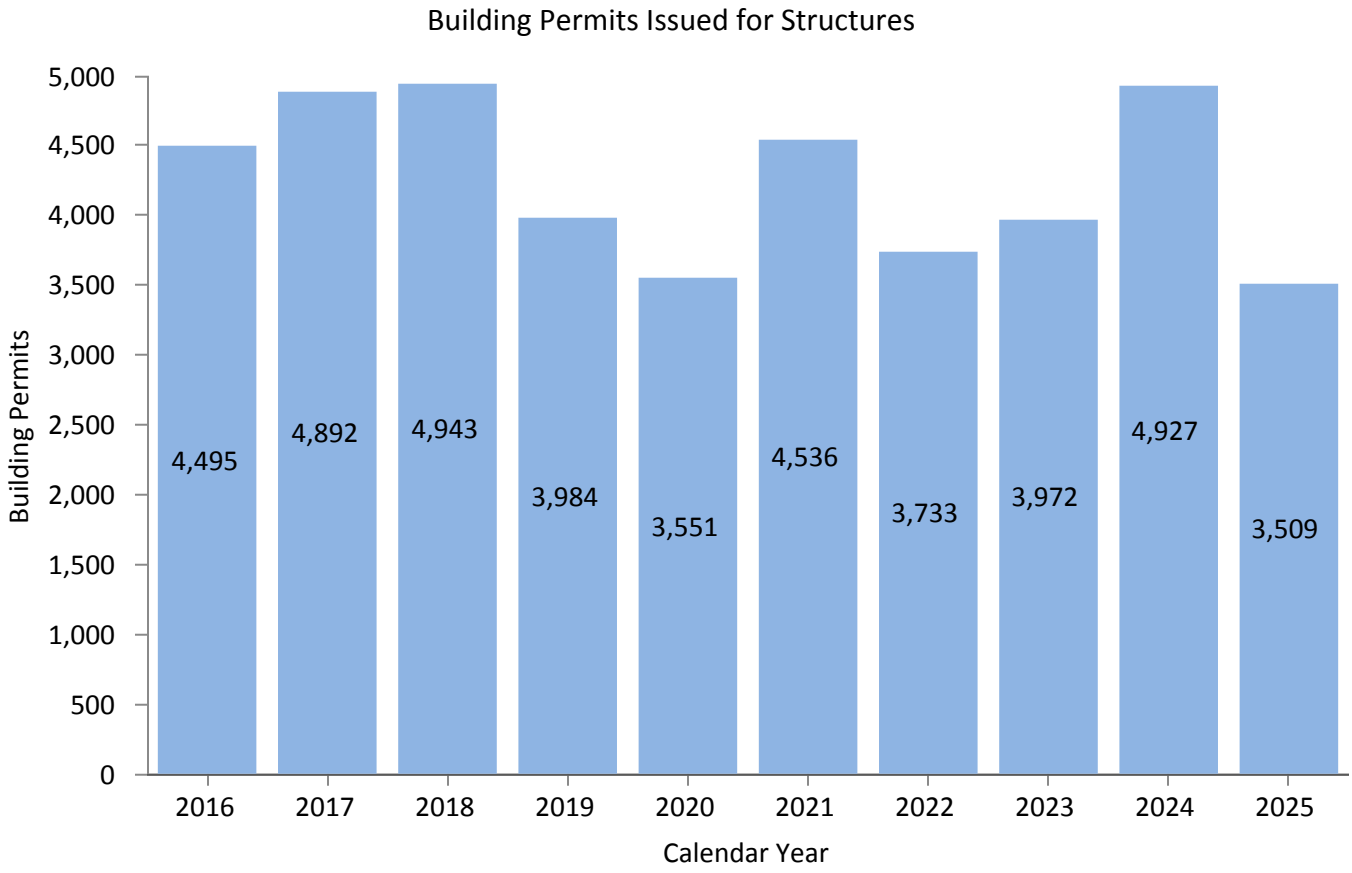
Building Permits Issued in Clark County, Nevada

Last Ten Calendar Years

	Calendar Year Ended [1]									
Building Permit Type	**2025**	**2024**	**2023**	**2022**	**2021**	**2020**	**2019**	**2018**	**2017**	**2016**
Single family residential	2,558	3,617	2,789	3,083	3,981	3,044	3,189	4,074	4,503	3,956
Townhouses	405	808	685	195	122	100	342	396	24	79
Condominiums	20	20	26	80	139	94	69	83	65	13
Duplex/apartment buildings	114	46	89	74	24	78	89	104	65	133
Hotels and motels	1	3	6	6	2	1	6	7	6	4
Guest houses	76	83	56	63	41	32	28	28	47	60
Buildings	335	350	321	232	227	202	261	251	182	250
Total structure permits [2]	3,509	4,927	3,972	3,733	4,536	3,551	3,984	4,943	4,892	4,495

[1] Source: Clark County Development Services, Building Department.

[2] Structure permits are important to SNWA as they are most likely to generate Regional Connection Charges.



Operating Information

- Water Delivered by the Southern Nevada Water System
- Authorized Full-Time Equivalent Employees
- Capital Expenditures
- Capital Asset Statistics

These schedules contain service and infrastructure data to help the reader understand how the information in the this financial report relates to the services the SNWA provides and the activities it performs.

SOUTHERN NEVADA WATER AUTHORITY™

THIS PAGE LEFT
INTENTIONALLY BLANK

SOUTHERN NEVADA WATER AUTHORITY

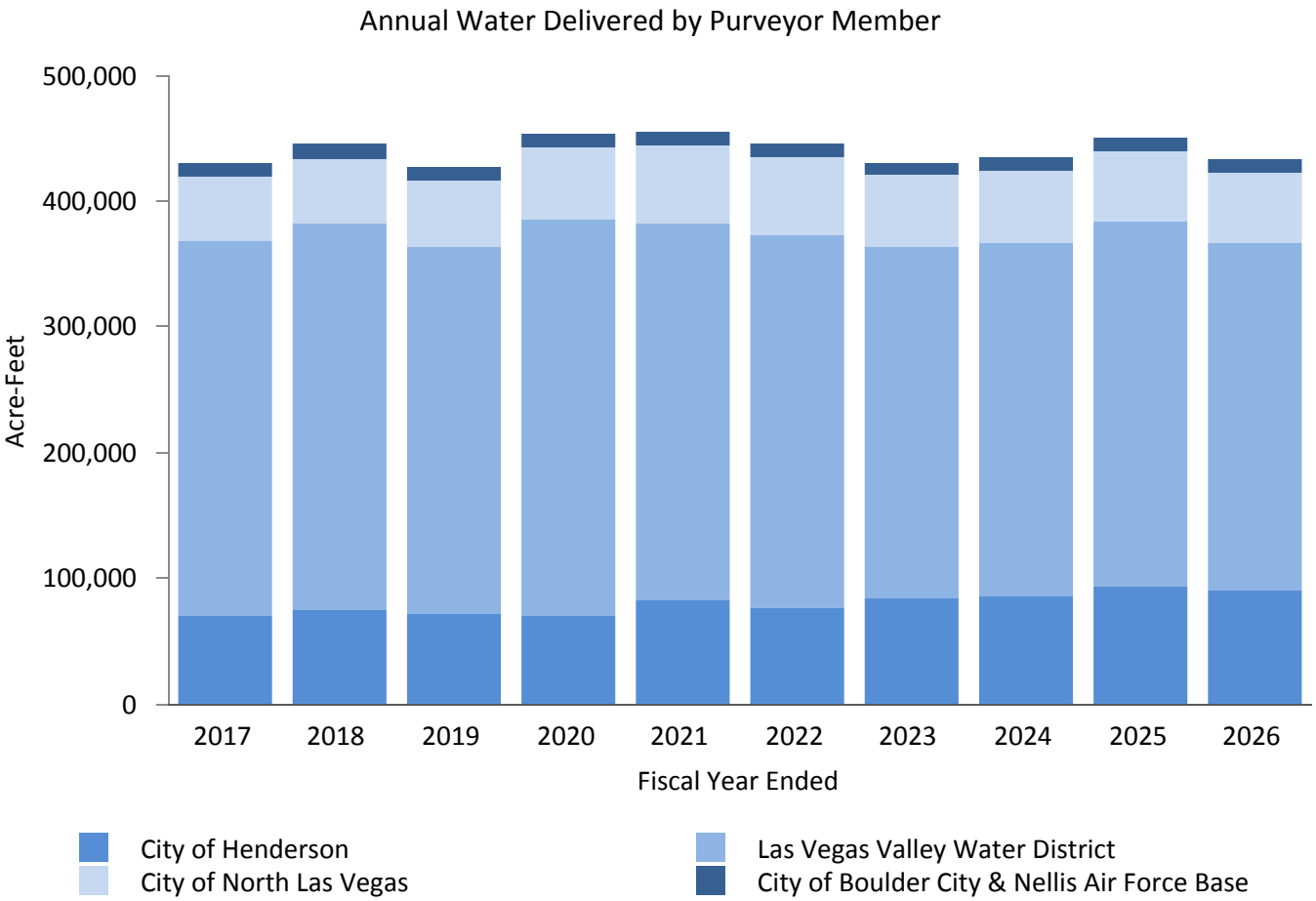
Statistical Section (Unaudited)

Water Delivered by the Southern Nevada Water System

Last Ten Calendar Years

Fiscal Year Ended June 30	City of Boulder City	City of Henderson	Las Vegas Valley Water District	Nellis Air Force Base	City of North Las Vegas	Total Delivered
2026	9,165	90,689	276,417	802	55,771	432,844
2025	9,591	92,749	290,123	862	56,859	450,184
2024	9,091	85,411	280,508	711	58,485	434,206
2023	8,423	84,581	278,526	919	58,377	430,826
2022	9,894	75,544	297,556	982	61,540	445,516
2021	10,921	82,330	300,123	1,029	60,917	455,320
2020	10,001	70,507	315,031	1,004	56,572	453,115
2019	9,848	71,651	292,273	1,118	51,869	426,759
2018	10,731	75,248	306,302	1,202	51,456	444,939
2017	10,496	69,224	298,110	1,213	51,476	430,519

Water measured in acre-feet



SOUTHERN NEVADA WATER AUTHORITY

Statistical Section (Unaudited)

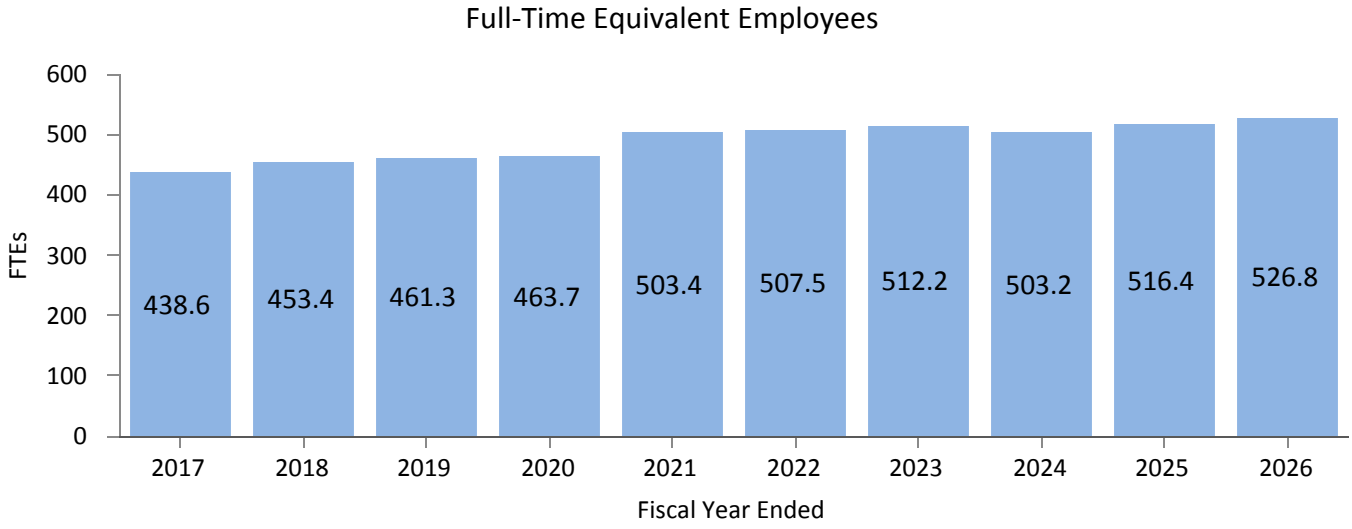
Authorized Full-Time Equivalent Employees by Department [1]

Last Ten Calendar Years

	Fiscal Year Ended June 30,									
Department	**2026**	**2025**	**2024**	**2023**	**2022**	**2021**	**2020**	**2019**	**2018**	**2017**
Executive Management	5.0	4.5	5.0	6.2	7.2	5.7	5.5	5.5	5.0	5.0
Customer Care & Field Services	2.4	3.0	2.9	2.9	2.6	2.6	3.1	2.9	2.9	3.0
Energy Management	5.0	5.0	5.0	5.0	5.0	5.0	6.0	6.0	6.0	6.0
Engineering	20.2	19.3	20.4	21.5	31.2	33.0	20.8	23.3	24.8	30.3
Environmental, Health, Safety, & Corporate Security	42.2	42.0	41.1	41.5	44.9	32.6	31.2	19.7	18.6	16.8
Finance	21.3	20.4	19.9	19.8	16.2	15.2	14.7	24.2	23.0	32.0
Human Resources	6.2	7.1	21.3	17.9	4.5	4.7	4.4	4.6	3.5	4.1
Enterprise Technology	41.2	42.3	47.6	51.4	51.6	51.6	42.0	40.1	39.6	34.5
Infrastructure Management	87.5	83.4	73.0	73.4	74.1	28.0	24.6	23.6	24.6	19.2
Legal Services	15.5	13.9	11.9	5.5	5.5	8.5	8.5	8.5	8.0	13.9
Operations	66.7	64.6	63.7	63.7	64.3	64.3	58.7	57.3	54.0	57.4
Public Services	35.0	34.0	23.0	35.0	41.5	40.0	38.8	39.8	40.3	30.1
Resources & Facilities	—	—	—	—	—	81.4	78.5	78.9	75.8	97.0
Risk Management	3.0	3.0	2.5	2.5	3.0	—	—	—	—	—
Water Quality & Treatment	97.4	95.4	92.1	92.1	85.3	88.2	86.3	86.4	85.8	89.3
Water Resources	78.2	78.5	73.8	73.8	70.6	42.6	40.6	40.5	41.5	—
Total	526.8	516.4	503.2	512.2	507.5	503.4	463.7	461.3	453.4	438.6

Source: The SNWA's annual budget documents, which are approved by the Board of Directors.

[1] The SNWA has no employees of its own. Full-time equivalent employees in this table are employed by LVVWD because the LVVWD is the operating agent for the SNWA. See Note 1 to the Basic Financial Statements for more details on this relationship. FTE numbers are estimates as they come from the annual budget process. Organizational changes are made periodically to better align the organization with its objectives and activities.



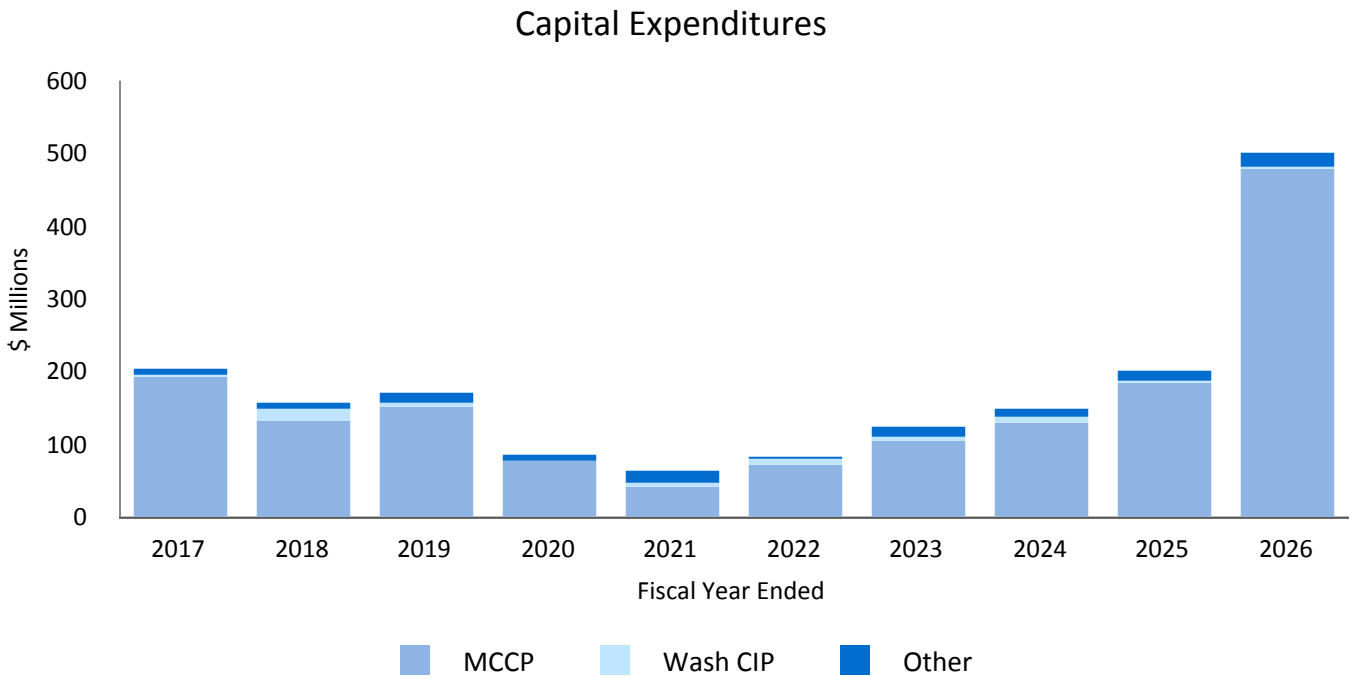
SOUTHERN NEVADA WATER AUTHORITY Table 21

Statistical Section (Unaudited)

Capital Expenditures

Last Ten Calendar Years

Fiscal Year Ended June 30	Major Construction and Capital Plan	Las Vegas Wash Capital Improvements Plan	Capital Expenditures Outside of Capital Improvement Plans	Total Capital Expenditures
2026	$ 478,423,252	$ 2,550,280	$ 20,170,902	$ 501,144,434
2025	185,250,543	1,529,985	14,081,155	200,861,683
2024	129,412,311	8,620,558	9,919,524	147,952,393
2023	103,330,125	7,794,322	12,951,144	124,075,591
2022	71,653,773	8,841,645	2,224,065	82,719,483
2021	42,491,668	5,649,956	15,760,444	63,902,068
2020	75,814,548	998,345	7,491,187	84,304,080
2019	150,304,295	6,008,197	15,605,468	171,917,960
2018	131,099,993	16,590,597	9,899,286	157,589,876
2017	192,961,627	3,518,951	6,383,511	202,864,089



SOUTHERN NEVADA WATER AUTHORITY Table 22

Statistical Section (Unaudited)

Capital Asset Statistics

Last Ten Calendar Years

Fiscal Year Ended June 30	Miles of Pipeline	Ozone Treatment Capacity [1]	Ozone Treatment Facilities	Pumping Plants	Reservoirs & Forebays	Metering Stations	Plant Facilities
2026	182	900	2	33	30	54	3
2025	182	900	2	33	30	43	3
2024	175	900	2	28	38	35	3
2023	175	900	2	28	38	35	3
2022	175	900	2	28	38	35	3
2021	175	900	2	28	38	35	3
2020	175	900	2	28	38	35	3
2019	175	900	2	28	38	35	3
2018	175	900	2	27	38	35	3
2017	175	900	2	27	38	35	3

[1] Capacity in million gallons per day.

Other Information

- Lake Elevations by Quarter Measured in Feet at the Dams
- Debt History
- Individual Debt Service Schedules

  These schedules include hydrologic data, debt history, and individual amortization schedules to help the reader understand the SNWA's debt position both historically and in the future.

SOUTHERN NEVADA WATER AUTHORITY™

THIS PAGE LEFT
INTENTIONALLY BLANK

SOUTHERN NEVADA WATER AUTHORITY

Statistical Section (Unaudited)

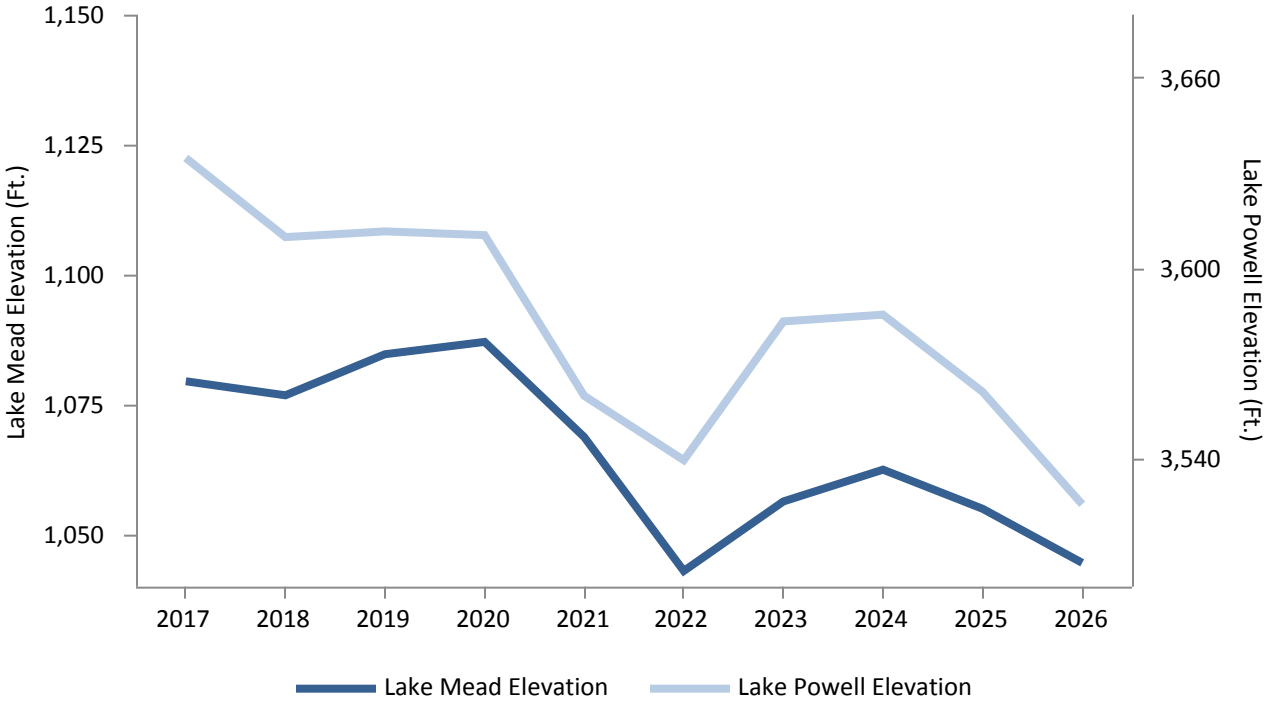
Lake Elevations by Quarter Measured in Feet at the Dams [1]

Last Ten Calendar Years

	Lake Mead	Lake Powell		Lake Mead	Lake Powell
09/30/16	1,075.2	3,610.9	09/30/21	1,068.7	3,545.4
12/31/16	1,080.8	3,600.5	12/31/21	1,066.4	3,537.3
03/31/17	1,088.3	3,595.9	03/31/22	1,061.5	3,523.1
06/30/17	1,079.5	3,634.9	06/30/22	1,043.0	3,539.8
09/30/17	1,082.1	3,628.3	09/30/22	1,045.0	3,529.3
12/31/17	1,082.5	3,622.9	12/31/22	1,044.8	3,524.8
03/31/18	1,088.1	3,612.2	03/31/23	1,046.0	3,522.0
06/30/18	1,076.8	3,610.0	06/30/23	1,056.4	3,583.5
09/30/18	1,078.3	3,592.3	09/30/23	1,065.8	3,573.6
12/31/18	1,081.4	3,581.9	12/31/23	1,068.2	3,569.0
03/31/19	1,090.2	3,569.3	03/31/24	1,075.4	3,559.0
06/30/19	1,084.7	3,611.8	06/30/24	1,062.5	3,585.6
09/30/19	1,083.0	3,615.4	09/30/24	1,063.7	3,578.1
12/31/19	1,090.5	3,608.7	12/31/24	1,063.3	3,572.0
03/31/20	1,098.6	3,600.7	03/31/25	1,066.4	3,559.3
06/30/20	1,087.1	3,610.6	06/30/25	1,055.0	3,561.3
09/30/20	1,083.2	3,596.0	09/30/25	1,057.3	3,544.7
12/31/20	1,083.7	3,582.2	12/31/25	1,062.2	3,540.3
03/31/21	1,084.4	3,566.7	03/31/26	1,062.1	3,528.0
06/30/21	1,068.8	3,560.1	06/30/26	1,044.6	3,525.9

[1] Source: US Department of Interior, Bureau of Reclamation.

Comparison of Fiscal Year End Lake Mead and Lake Powell Elevations



SOUTHERN NEVADA WATER AUTHORITY

Statistical Section (Unaudited)

Debt History

As of June 30, 2026

Issued By	Debt Name	Issue Date	Funds Used For	Original Amount $	Refunded Amount $	Refund Source	Principal Paid $	Balance at 6/30/2026($)
State of Nevada	State of Nevada 1967 Debenture #1	Sep 1967	Interim water acquisition planning & design	10,000	10,000	State of Nevada 1968 Bonds	—	—
State of Nevada	State of Nevada 1967 Debenture #2	Oct 1967	Interim water acquisition planning & design	25,000	25,000	State of Nevada 1968 Bonds	—	—
State of Nevada	State of Nevada 1967 Debenture #3	Nov 1967	Interim water acquisition planning & design	365,000	365,000	State of Nevada 1968 Bonds	—	—
State of Nevada	State of Nevada 1968 Bonds	Jun 1968	First stage of the State facilities AMS treatment plant	8,900,000	5,580,000	State of Nevada 1994 Bonds	3,320,000	—
State of Nevada	State of Nevada Federal Replacement Contract #1	Mar 1973	First stage of the Federal facilities transmission	51,558,293	39,636,913	Clark County 0601 Bonds	11,921,380	—
State of Nevada	State of Nevada 1978A Bonds	Jan 1979	Second stage of the State facilities design & equipment purchase	13,000,000	9,125,000	State of Nevada 1994 Bonds	3,875,000	—
State of Nevada	State of Nevada 1978B Bonds	Feb 1979	Second stage of the State facilities construction	47,000,000	36,220,000	State of Nevada 1993 Bonds	10,780,000	—
State of Nevada	State of Nevada 1982 Debenture	Jul 1982	New computer system for the second stage State facilities	3,000,000	3,000,000	State of Nevada 1978C Bonds	—	—
State of Nevada	State of Nevada Federal Repayment Contract #2	Mar 1983	Second stage of the Federal facilities transmission	131,480,402	122,617,366	Clark County 0601 Bonds	8,863,036	—
State of Nevada	State of Nevada 1978C Bonds	Jul 1984	Refund the 1982 debenture	3,000,000	2,595,000	State of Nevada 1990 Bonds	405,000	—
State of Nevada	State of Nevada 1978D Bonds	Aug 1986	Relocate the Las Vegas lateral under the Las Vegas Wash	11,000,000	8,550,000	State of Nevada 1993 Bonds	2,450,000	—
State of Nevada	State of Nevada 1990 Bonds	Aug 1990	Refund the 1978C bond & begin the communications project	6,550,000	3,340,000	State of Nevada 1993 Bonds	3,210,000	—
State of Nevada	State of Nevada 1992 Bonds	Nov 1992	Lab equipment improvements maintenance & operations facility	9,815,000	5,125,000	State of Nevada 1997B Bonds	4,690,000	—
State of Nevada	State of Nevada 1993 Bonds	Nov 1993	Refund the 1978B, 1978D, and 1990 bonds	46,805,000	23,125,000	State of Nevada 2003C Bonds	23,680,000	—

SOUTHERN NEVADA WATER AUTHORITY

Statistical Section (Unaudited)

Debt History

As of June 30, 2026

Issued By	Debt Name	Issue Date	Funds Used For	Original Amount $	Refunded Amount $	Refund Source	Principal Paid $	Balance at 6/30/2026($)
State of Nevada	State of Nevada 1994 Bonds	Nov 1994	Refund the 1968 & 1978A bonds & begin construction on the Capital Improvement Plan	170,380,000	141,610,000	State of Nevada 1995, 2005H Bonds	28,770,000	—
LVVWD	LVVWD Mar 1995 Bonds	Mar 1995	Capital Improvement Plan	20,000,000	12,775,000	LVVWD Apr 1998 & 2005B Bonds	7,225,000	—
LVVWD	LVVWD Jul 1995 Bonds	Jul 1995	Capital Improvement Plan	30,000,000	18,675,000	LVVWD Apr 1998 & 2005B Bonds	11,325,000	—
State of Nevada	State of Nevada 1995 Bonds	Dec 1995	Partially refund the State of Nevada 1994 bonds	118,590,000	118,590,000	State of Nevada 2006D Refunding Bonds	—	—
LVVWD	LVVWD Jul 1996 Bonds	Jul 1996	Capital Improvement Plan	180,000,000	168,300,000	LVVWD Apr 1998 & 2005B Bonds	11,700,000	—
State of Nevada	State of Nevada 1997A Bonds	Sep 1997	Phase I of the power delivery project	49,270,000	41,550,000	State of Nevada 2005I Bonds	7,720,000	—
State of Nevada	State of Nevada 1997B Bonds	Sep 1997	Partially refund the State of Nevada 1992 bonds	5,545,000	2,210,000	State of Nevada 2010B Bonds	3,335,000	—
LVVWD	LVVWD Commercial Paper	Jan 1998	Capital Improvement Plan	250,000,000	250,000,000	LVVWD Commercial Paper Payoff (2003)	—	—
LVVWD	LVVWD Apr 1998 Bonds	Apr 1998	Partially refund the LVVWD 0395, 0795, & 0796 bonds	190,255,000	183,420,000	LVVWD 2008B Bonds	6,835,000	—
State of Nevada	State of Nevada 0798 Bonds	Jul 1998	Capital Improvement Plan	300,000,000	275,750,000	State of Nevada 2005F & 2013 Bonds	24,250,000	—
State of Nevada	State of Nevada 1999A Bonds	Sep 1999	Phase II of the power delivery project	25,730,000	22,295,000	State of Nevada 2005I Bonds	3,435,000	—
State of Nevada	Nevada Drinking Water State Revolving Fund Loan 1	Dec 1999	Capital Improvement Plan	12,269,695	—		12,269,695	—

SOUTHERN NEVADA WATER AUTHORITY

Statistical Section (Unaudited)

Debt History

As of June 30, 2026

Issued By	Debt Name	Issue Date	Funds Used For	Original Amount $	Refunded Amount $	Refund Source	Principal Paid $	Balance at 6/30/2026($)
Clark County	Clark County 0700 Bonds	Jul 2000	Capital Improvement Plan	200,000,000	175,105,000	Clark County 2006 & 2009 Refunding Bonds	24,895,000	—
Clark County	Clark County 0601 Bonds	Jun 2001	Capital Improvement Plan & repay Federal contracts	250,000,000	222,095,000	Clark County 2006, 1106, 2009, LVVWD 2011C, & 2012A Refunding Bonds	27,905,000	—
State of Nevada	Nevada Drinking Water State Revolving Fund Loan 2	Jun 2001	Capital Improvement Plan	10,000,000	—		10,000,000	—
Clark County	Clark County 1102 Bonds	Nov 2002	Capital Improvement Plan	200,000,000	180,790,000	Clark County 1106, 2009, LVVWD 2011C, & 2012A Refunding Bonds	19,210,000	—
LVVWD	LVVWD Commercial Paper Payoff	Jan 2003	Refund Jan 1998 LVVWD commercial paper program	250,000,000	212,265,000	LVVWD 2009D & 2011C Refunding Bonds	37,735,000	—
State of Nevada	State of Nevada 2003C Bonds	Sep 2003	Partially refund State of Nevada 1993 bonds	21,515,000	455,000	State of Nevada 2010B Bonds	21,060,000	—
LVVWD	LVVWD Commercial Paper	Mar 2004	Capital Improvement Plan & Silverhawk purchase	400,000,000	—	LVVWD 2020A & 2021C Bonds	400,000,000	—
LVVWD	LVVWD 2005B Refunding Bonds	May 2005	Partially refund LVVWD 0395, 0795, & 0796 bonds	27,925,000	—		27,925,000	—
State of Nevada	State of Nevada 2005F Refunding Bonds	May 2005	Partially refund State of Nevada 0798 bonds	249,365,000	225,855,000	LVVWD 2011B, 2011C, & 2015B Refunding Bonds	23,510,000	—
State of Nevada	State of Nevada 2005H Refunding Bonds	Apr 2005	Partially refund State of Nevada 1994 bonds	36,130,000	31,620,000	LVVWD 2015C Refunding Bonds	4,510,000	—

SOUTHERN NEVADA WATER AUTHORITY

Statistical Section (Unaudited)

Debt History

As of June 30, 2026

Issued By	Debt Name	Issue Date	Funds Used For	Original Amount $	Refunded Amount $	Refund Source	Principal Paid $	Balance at 6/30/2026($)
State of Nevada	State of Nevada 2005I Refunding Bonds	Apr 2005	Partially refund State of Nevada 1997A & 1999A bonds	65,300,000	58,060,000	LVVWD 2011B & 2015C Refunding Bonds	7,240,000	—
Clark County	Clark County 2006 Refunding Bonds	May 2006	Partially refund of Clark County 0700 & 0601 bonds	242,880,000	220,920,000	LVVWD 2011B & Clark County 2016A Refunding Bonds	21,960,000	—
State of Nevada	State of Nevada 2006D Refunding Bonds	Jul 2006	Refund State of Nevada 1995 bonds	111,840,000	86,045,000	State of Nevada 2010B, LVVWD 2011B, & 2016A Refunding Bonds	25,795,000	—
Clark County	Clark County 1106 Refunding Bonds	Nov 2006	Capital Improvement Plan & partial refund of Clark County 0601 & 1102 bonds	604,140,000	571,374,167	Clark County 2009, LVVWD 2011B, LVVWD 2011C, Clark County 2016A, Clark County 2016B & Clark County 2021 Refunding Bonds	32,765,833	—
LVVWD	LVVWD 2008B Refunding Bonds	Feb 2008	Refund LVVWD April 1998 bonds	171,720,000	140,565,000	LVVWD 2011A & 2018B Refunding Bonds	31,155,000	—
Clark County	Clark County 2008 Bonds	Jul 2008	Capital Improvement Plan	400,000,000	372,445,000	Clark County 2009, LVVWD 2011C, & Clark County 2017 Refunding Bonds	27,555,000	—
SNWA	SNWA Clean Renewable Energy 2008 Bonds	Jul 2008	Capital Improvement Plan	6,900,000	—		6,900,000	—

SOUTHERN NEVADA WATER AUTHORITY

Statistical Section (Unaudited)

Debt History

As of June 30, 2026

Issued By	Debt Name	Issue Date	Funds Used For	Original Amount $	Refunded Amount $	Refund Source	Principal Paid $	Balance at 6/30/2026($)
LVVWD	LVVWD 2009A Bonds	Aug 2009	Capital Improvement Plan	90,000,000	90,000,000	LVVWD 2019A Refunding Bonds	—	—
LVVWD	LVVWD 2009B Bonds	Aug 2009	Capital Improvement Plan	10,000,000	7,675,000	LVVWD 2017B Refunding Bonds	2,325,000	—
Clark County	Clark County 2009 Refunding Bonds	Nov 2009	Partial refund of Clark County 0700, 0601, 1102 1106, & 2008 bonds	50,000,000	—		50,000,000	—
State of Nevada	State of Nevada 2009 Bonds	Dec 2009	Capital Improvement Plan	2,214,457	—		1,771,566	442,891
LVVWD	LVVWD 2009C Bonds	Dec 2009	Capital Improvement Plan	348,115,000	348,115,000	LVVWD 2015 Refunding Bonds	—	—
LVVWD	LVVWD 2009D Bonds	Dec 2009	Partial refund of LVVWD commercial paper payoff (Jan 03)	71,965,000	53,040,000	LVVWD 2017B & 2019A Refunding Bonds	18,925,000	—
State of Nevada	State of Nevada 2010B Refunding Bonds	Jun 2010	Refund of State of Nevada 1997B & partial refund of State of Nevada 2003C & 2006D bonds	7,405,000	—		7,405,000	—
LVVWD	LVVWD 2011A Refunding Bonds	May 2011	Partial refund of LVVWD 2008B bonds	58,110,000	29,925,000	LVVWD 2019B Refunding Bonds	28,185,000	—
LVVWD	LVVWD 2011B Refunding Bonds	Oct 2011	Partial refund of the State of Nevada 2005I, 2006D, 2005F & Clark County 1106 bonds	129,650,000	69,790,000	LVVWD 2019B Refunding Bonds	59,860,000	—
LVVWD	LVVWD 2011C Refunding Bonds	Oct 2011	Partial refund of Clark County 0601, 1102, 1106, 2008, State of Nevada 2005F bonds, & LVVWD commercial paper payoff	267,815,000	174,940,000	LVVWD 2021A Refunding Bonds	92,875,000	—
Clark County	Clark County 2012 Refunding Bonds	Jun 2012	Refund of Clark County 0601 & 1102 bonds	85,015,000	79,515,000	Clark County 2022A Refunding Bonds	5,500,000	—

SOUTHERN NEVADA WATER AUTHORITY Table 24

Statistical Section (Unaudited)

Debt History

As of June 30, 2026

Issued By	Debt Name	Issue Date	Funds Used For	Original Amount $	Refunded Amount $	Refund Source	Principal Paid $	Balance at 6/30/2026($)
LVVWD	LVVWD 2012B Bonds	Jul 2012	Capital Improvement Plan	360,000,000	299,335,000	LVVWD 2022C Refunding Bonds	60,665,000	—
State of Nevada	State of Nevada 2013 Refunding Bonds	Feb 2013	Refunding of State of Nevada 0798 bonds	21,720,000	—		21,720,000	—
LVVWD	LVVWD 2015 Refunding Bonds	Jan 2015	Refunding of LVVWD 2009C bonds	332,405,000	332,405,000	LVVWD 2024A Refunding Bonds	—	—
LVVWD	LVVWD 2015B Refunding Bonds	Jun 2015	Refunding of State of Nevada 2005F bonds	177,635,000	—		177,635,000	—
LVVWD	LVVWD 2015C Refunding Bonds	Jun 2015	Refunding State of Nevada 2005H & 2005I bonds	42,125,000	—		42,125,000	—
Clark County	Clark County 2016A Refunding Bonds	Mar 2016	Partial refunding of Clark County 2006 & Clark County 1106 bonds	263,955,000	—		223,640,000	40,315,000
LVVWD	LVVWD 2016A Refunding Bonds	Apr 2016	Partial refunding of State of Nevada 2006D bonds & new money	497,785,000	378,705,000	LVVWD 2026A Refunding Bonds	119,080,000	—
Clark County	Clark County 2016B Refunding Bonds	Aug 2016	Refunding of Clark County 1106 bonds	271,670,000	—		90,345,000	181,325,000
LVVWD	LVVWD 2017B Refunding Bonds	Mar 2017	Refunding of LVVWD 2009B & 2009D bonds	22,115,000	—		13,105,000	9,010,000
Clark County	Clark County 2017 Refunding Bonds	Mar 2017	Refunding of Clark County 2008 bonds	321,640,000	—		94,610,000	227,030,000
LVVWD	LVVWD 2018B Refunding Bonds	Mar 2018	Refunding of LVVWD 2008B bonds	79,085,000	—		79,085,000	—
LVVWD	LVVWD 2019A Refunding Bonds	Mar 2019	Refunding of LVVWD 2009A & 2009D bonds	107,975,000	—		19,650,000	88,325,000
LVVWD	LVVWD 2019B Refunding Bonds	Oct 2019	Partial refund of LVVWD 2011A & LVVWD 2011B refunding bonds	90,280,000	—		83,965,000	6,315,000
LVVWD	LVVWD 2020A Refunding Bonds	Mar 2020	Paid 2004B series of LVVWD commercial paper	123,860,000	—		43,215,000	80,645,000

SOUTHERN NEVADA WATER AUTHORITY Table 24

Statistical Section (Unaudited)

Debt History

As of June 30, 2026

Issued By	Debt Name	Issue Date	Funds Used For	Original Amount $	Refunded Amount $	Refund Source	Principal Paid $	Balance at 6/30/2026($)
LVVWD	LVVWD 2021A Refunding Bonds	Mar 2021	Partial refund of LVVWD 2011C refunding bonds	144,685,000	—		65,240,000	79,445,000
LVVWD	LVVWD 2021C Refunding Bonds	Mar 2021	Paid 2004A series of LVVWD commercial paper	208,145,000	—		65,535,000	142,610,000
Clark County	Clark County 2021 Refunding Bonds	Nov 2022	Partial Refund of Clark County 1106 bonds	67,620,000	—		—	67,620,000
LVVWD	LVVWD 2022A Bonds	Feb 2022	Capital Improvement Plan	292,240,000	—		21,695,000	270,545,000
LVVWD	LVVWD 2022C Refunding Bonds	Mar 2022	Partial Refund of LVVWD 2012B Bonds	253,820,000	—		34,040,000	219,780,000
Clark County	Clark County 2022A Refunding Bonds	May 2022	Refunding of Clark County 2012A Bonds	75,090,000	—		—	75,090,000
LVVWD	LVVWD 2024A Refunding Bonds	Sep 2024	Refunding of LVVWD 2015 Bonds	286,255,000	—		—	286,255,000
State of Nevada	State of Nevada 2024 SRF Loan	Oct 2024	River Mountain Ozone Replacement Project	14,010,589	—		—	14,010,589
LVVWD	LVVWD 2025A Bonds	Jun 2025	Capital Improvement Plan	394,430,000	—		—	394,430,000
LVVWD	LVVWD 2026A Refunding Bonds	Mar 2026	Refunding of LVVWD 2016A Refunding Bonds	335,060,000	—		—	335,060,000
				$10,836,158,436	$5,855,528,446		$2,462,376,510	$2,518,253,480

SOUTHERN NEVADA WATER AUTHORITY

Statistical Section (Unaudited)

Individual Debt Service Schedules

As of June 30, 2026

	State of Nevada 2009 Bonds			Clark County 2016A Refunding Bonds		
Fiscal Year	Principal	Interest	Total	Principal	Interest	Total
2027	$ 126,540	$ —	$ 126,540	$ 9,215,000	$ 1,785,375	$ 11,000,375
2028	126,540	—	126,540	9,770,000	1,310,750	11,080,750
2029	126,540	—	126,540	10,350,000	807,750	11,157,750
2030	63,271	—	63,271	10,980,000	274,500	11,254,500
2031	—	—	—	—	—	—
2032	—	—	—	—	—	—
2033	—	—	—	—	—	—
2034	—	—	—	—	—	—
2035	—	—	—	—	—	—
2036	—	—	—	—	—	—
2037	—	—	—	—	—	—
2038	—	—	—	—	—	—
2039	—	—	—	—	—	—
2040	—	—	—	—	—	—
2041	—	—	—	—	—	—
2042	—	—	—	—	—	—
2043	—	—	—	—	—	—
2044	—	—	—	—	—	—
2045	—	—	—	—	—	—
2046	—	—	—	—	—	—
2047	—	—	—	—	—	—
2048	—	—	—	—	—	—
2049	—	—	—	—	—	—
2050	—	—	—	—	—	—
2051	—	—	—	—	—	—
2052	—	—	—	—	—	—
2053	—	—	—	—	—	—
2054	—	—	—	—	—	—
2055	—	—	—	—	—	—
2056	—	—	—	—	—	—
Totals	$ 442,891	$ —	$ 442,891	$ 40,315,000	$ 4,178,375	$ 44,493,375

(Totals may not add due to rounding)

SOUTHERN NEVADA WATER AUTHORITY

Statistical Section (Unaudited)

Individual Debt Service Schedules

As of June 30, 2026

Fiscal Year	Clark County 2016B Refunding Bonds			LVVWD 2017B Refunding Bonds		
	Principal	Interest	Total	Principal	Interest	Total
2027	$ 35,660,000	$ 7,669,100	$ 43,329,100	$ 2,270,000	$ 371,875	$ 2,641,875
2028	37,435,000	5,841,725	43,276,725	1,770,000	258,375	2,028,375
2029	27,870,000	4,209,100	32,079,100	1,855,000	169,875	2,024,875
2030	14,525,000	3,149,225	17,674,225	1,935,000	95,675	2,030,675
2031	15,270,000	2,404,350	17,674,350	580,000	37,625	617,625
2032	15,970,000	1,703,200	17,673,200	600,000	19,500	619,500
2033	16,625,000	1,051,300	17,676,300	—	—	—
2034	—	718,800	718,800	—	—	—
2035	17,970,000	359,400	18,329,400	—	—	—
2036	—	—	—	—	—	—
2037	—	—	—	—	—	—
2038	—	—	—	—	—	—
2039	—	—	—	—	—	—
2040	—	—	—	—	—	—
2041	—	—	—	—	—	—
2042	—	—	—	—	—	—
2043	—	—	—	—	—	—
2044	—	—	—	—	—	—
2045	—	—	—	—	—	—
2046	—	—	—	—	—	—
2047	—	—	—	—	—	—
2048	—	—	—	—	—	—
2049	—	—	—	—	—	—
2050	—	—	—	—	—	—
2051	—	—	—	—	—	—
2052	—	—	—	—	—	—
2053	—	—	—	—	—	—
2054	—	—	—	—	—	—
2055	—	—	—	—	—	—
2056	—	—	—	—	—	—
Totals	$ 181,325,000	$ 27,106,200	$ 208,431,200	$ 9,010,000	$ 952,925	$ 9,962,925

(Totals may not add due to rounding)

SOUTHERN NEVADA WATER AUTHORITY

Statistical Section (Unaudited)

Individual Debt Service Schedules

As of June 30, 2026

Fiscal Year	Clark County 2017 Refunding Bonds			LVVWD 2019A Refunding Bonds		
	Principal	Interest	Total	Principal	Interest	Total
2027	$ 14,635,000	$ 9,712,100	$ 24,347,100	$ 3,400,000	$ 4,416,250	$ 7,816,250
2028	15,370,000	8,980,350	24,350,350	2,250,000	4,246,250	6,496,250
2029	16,140,000	8,211,850	24,351,850	2,365,000	4,133,750	6,498,750
2030	16,945,000	7,404,850	24,349,850	2,480,000	4,015,500	6,495,500
2031	17,790,000	6,557,600	24,347,600	—	3,891,500	3,891,500
2032	18,505,000	5,846,000	24,351,000	—	3,891,500	3,891,500
2033	19,245,000	5,105,800	24,350,800	105,000	3,891,500	3,996,500
2034	20,010,000	4,336,000	24,346,000	115,000	3,886,250	4,001,250
2035	20,815,000	3,535,600	24,350,600	115,000	3,880,500	3,995,500
2036	21,650,000	2,703,000	24,353,000	115,000	3,874,750	3,989,750
2037	22,515,000	1,837,000	24,352,000	120,000	3,869,000	3,989,000
2038	23,410,000	936,400	24,346,400	24,610,000	3,863,000	28,473,000
2039	—	—	—	52,650,000	2,632,500	55,282,500
2040	—	—	—	—	—	—
2041	—	—	—	—	—	—
2042	—	—	—	—	—	—
2043	—	—	—	—	—	—
2044	—	—	—	—	—	—
2045	—	—	—	—	—	—
2046	—	—	—	—	—	—
2047	—	—	—	—	—	—
2048	—	—	—	—	—	—
2049	—	—	—	—	—	—
2050	—	—	—	—	—	—
2051	—	—	—	—	—	—
2052	—	—	—	—	—	—
2053	—	—	—	—	—	—
2054	—	—	—	—	—	—
2055	—	—	—	—	—	—
2056	—	—	—	—	—	—
Totals	$ 227,030,000	$ 65,166,550	$ 292,196,550	$ 88,325,000	$ 50,492,250	$ 138,817,250

(Totals may not add due to rounding)

SOUTHERN NEVADA WATER AUTHORITY

Statistical Section (Unaudited)

Individual Debt Service Schedules

As of June 30, 2026

Fiscal Year	LVVWD 2019B Refunding Bonds			LVVWD 2020A Refunding Bonds		
	Principal	Interest	Total	Principal	Interest	Total
2027	$ 6,315,000	$ 315,750	$ 6,630,750	$ 8,515,000	$ 3,476,350	$ 11,991,350
2028	—	—	—	8,940,000	3,050,600	11,990,600
2029	—	—	—	9,385,000	2,603,600	11,988,600
2030	—	—	—	9,855,000	2,134,350	11,989,350
2031	—	—	—	10,350,000	1,641,600	11,991,600
2032	—	—	—	10,765,000	1,227,600	11,992,600
2033	—	—	—	11,195,000	797,000	11,992,000
2034	—	—	—	11,640,000	349,200	11,989,200
2035	—	—	—	—	—	—
2036	—	—	—	—	—	—
2037	—	—	—	—	—	—
2038	—	—	—	—	—	—
2039	—	—	—	—	—	—
2040	—	—	—	—	—	—
2041	—	—	—	—	—	—
2042	—	—	—	—	—	—
2043	—	—	—	—	—	—
2044	—	—	—	—	—	—
2045	—	—	—	—	—	—
2046	—	—	—	—	—	—
2047	—	—	—	—	—	—
2048	—	—	—	—	—	—
2049	—	—	—	—	—	—
2050	—	—	—	—	—	—
2051	—	—	—	—	—	—
2052	—	—	—	—	—	—
2053	—	—	—	—	—	—
2054	—	—	—	—	—	—
2055	—	—	—	—	—	—
2056	—	—	—	—	—	—
Totals	$ 6,315,000	$ 315,750	$ 6,630,750	$ 80,645,000	$ 15,280,300	$ 95,925,300

(Totals may not add due to rounding)

SOUTHERN NEVADA WATER AUTHORITY

Statistical Section (Unaudited)

Individual Debt Service Schedules

As of June 30, 2026

Fiscal Year	LVVWD 2021A Refunding Bonds			LVVWD 2021C Refunding Bonds		
	Principal	Interest	Total	Principal	Interest	Total
2027	$ 21,185,000	$ 3,521,750	$ 24,706,750	$ 15,060,000	$ 5,738,500	$ 20,798,500
2028	12,860,000	2,462,500	15,322,500	15,810,000	4,985,500	20,795,500
2029	13,505,000	1,819,500	15,324,500	16,600,000	4,195,000	20,795,000
2030	14,180,000	1,144,250	15,324,250	17,430,000	3,365,000	20,795,000
2031	2,000,000	435,250	2,435,250	18,305,000	2,493,500	20,798,500
2032	2,095,000	335,250	2,430,250	19,220,000	1,578,250	20,798,250
2033	2,160,000	272,400	2,432,400	19,795,000	1,001,650	20,796,650
2034	2,200,000	229,200	2,429,200	20,390,000	407,800	20,797,800
2035	2,250,000	185,200	2,435,200	—	—	—
2036	2,290,000	140,200	2,430,200	—	—	—
2037	2,335,000	94,400	2,429,400	—	—	—
2038	2,385,000	47,700	2,432,700	—	—	—
2039	—	—	—	—	—	—
2040	—	—	—	—	—	—
2041	—	—	—	—	—	—
2042	—	—	—	—	—	—
2043	—	—	—	—	—	—
2044	—	—	—	—	—	—
2045	—	—	—	—	—	—
2046	—	—	—	—	—	—
2047	—	—	—	—	—	—
2048	—	—	—	—	—	—
2049	—	—	—	—	—	—
2050	—	—	—	—	—	—
2051	—	—	—	—	—	—
2052	—	—	—	—	—	—
2053	—	—	—	—	—	—
2054	—	—	—	—	—	—
2055	—	—	—	—	—	—
2056	—	—	—	—	—	—
Totals	$ 79,445,000	$ 10,687,600	$ 90,132,600	$ 142,610,000	$ 23,765,200	$ 166,375,200

(Totals may not add due to rounding)

SOUTHERN NEVADA WATER AUTHORITY

Statistical Section (Unaudited)

Individual Debt Service Schedules

As of June 30, 2026

	Clark County 2021 Refunding Bonds			LVVWD 2022A Bonds		
Fiscal Year	Principal	Interest	Total	Principal	Interest	Total
2027	$ —	$ 1,623,475	$ 1,623,475	$ 6,115,000	$ 11,319,900	$ 17,434,900
2028	—	1,623,475	1,623,475	6,425,000	11,014,150	17,439,150
2029	—	1,623,475	1,623,475	6,745,000	10,692,900	17,437,900
2030	—	1,623,475	1,623,475	7,080,000	10,355,650	17,435,650
2031	—	1,623,475	1,623,475	7,435,000	10,001,650	17,436,650
2032	—	1,623,475	1,623,475	7,810,000	9,629,900	17,439,900
2033	—	1,623,475	1,623,475	8,200,000	9,239,400	17,439,400
2034	21,320,000	1,303,675	22,623,675	8,610,000	8,829,400	17,439,400
2035	—	983,875	983,875	8,950,000	8,485,000	17,435,000
2036	22,905,000	740,509	23,645,509	9,310,000	8,127,000	17,437,000
2037	23,395,000	248,572	23,643,572	9,685,000	7,754,600	17,439,600
2038	—	—	—	10,070,000	7,367,200	17,437,200
2039	—	—	—	10,475,000	6,964,400	17,439,400
2040	—	—	—	10,890,000	6,545,400	17,435,400
2041	—	—	—	11,325,000	6,109,800	17,434,800
2042	—	—	—	11,780,000	5,656,800	17,436,800
2043	—	—	—	12,250,000	5,185,600	17,435,600
2044	—	—	—	12,740,000	4,695,600	17,435,600
2045	—	—	—	13,250,000	4,186,000	17,436,000
2046	—	—	—	13,780,000	3,656,000	17,436,000
2047	—	—	—	14,330,000	3,104,800	17,434,800
2048	—	—	—	14,905,000	2,531,600	17,436,600
2049	—	—	—	15,500,000	1,935,400	17,435,400
2050	—	—	—	16,120,000	1,315,400	17,435,400
2051	—	—	—	16,765,000	670,600	17,435,600
2052	—	—	—	—	—	—
2053	—	—	—	—	—	—
2054	—	—	—	—	—	—
2055	—	—	—	—	—	—
2056	—	—	—	—	—	—
Totals	$ 67,620,000	$ 14,640,956	$ 82,260,956	$ 270,545,000	$ 165,374,150	$ 435,919,150

(Totals may not add due to rounding)

SOUTHERN NEVADA WATER AUTHORITY Table 25

Statistical Section (Unaudited)

Individual Debt Service Schedules

As of June 30, 2026

Fiscal Year	LVVWD 2022C Refunding Bonds			Clark County 2022A Refunding Bonds		
	Principal	Interest	Total	Principal	Interest	Total
2027	$ 9,600,000	$ 9,444,250	$ 19,044,250	$ —	$ 3,003,600	$ 3,003,600
2028	10,080,000	8,964,250	19,044,250	—	3,003,600	3,003,600
2029	10,585,000	8,460,250	19,045,250	9,960,000	3,003,600	12,963,600
2030	11,115,000	7,931,000	19,046,000	26,285,000	2,605,200	28,890,200
2031	11,670,000	7,375,250	19,045,250	27,270,000	1,553,800	28,823,800
2032	12,255,000	6,791,750	19,046,750	11,575,000	463,000	12,038,000
2033	12,865,000	6,179,000	19,044,000	—	—	—
2034	13,385,000	5,664,400	19,049,400	—	—	—
2035	13,915,000	5,129,000	19,044,000	—	—	—
2036	14,475,000	4,572,400	19,047,400	—	—	—
2037	15,050,000	3,993,400	19,043,400	—	—	—
2038	15,655,000	3,391,400	19,046,400	—	—	—
2039	16,280,000	2,765,200	19,045,200	—	—	—
2040	16,935,000	2,114,000	19,049,000	—	—	—
2041	17,605,000	1,436,600	19,041,600	—	—	—
2042	18,310,000	732,400	19,042,400	—	—	—
2043	—	—	—	—	—	—
2044	—	—	—	—	—	—
2045	—	—	—	—	—	—
2046	—	—	—	—	—	—
2047	—	—	—	—	—	—
2048	—	—	—	—	—	—
2049	—	—	—	—	—	—
2050	—	—	—	—	—	—
2051	—	—	—	—	—	—
2052	—	—	—	—	—	—
2053	—	—	—	—	—	—
2054	—	—	—	—	—	—
2055	—	—	—	—	—	—
2056	—	—	—	—	—	—
Totals	$ 219,780,000	$ 84,944,550	$ 304,724,550	$ 75,090,000	$ 13,632,800	$ 88,722,800

(Totals may not add due to rounding)

SOUTHERN NEVADA WATER AUTHORITY

Statistical Section (Unaudited)

Individual Debt Service Schedules

As of June 30, 2026

	LVVWD 2024A Refunding Bonds			State of Nevada 2024 SRF Loan		
Fiscal Year	Principal	Interest	Total	Principal	Interest	Total
2027	$ —	$ 14,312,750	$ 14,312,750	$ —	$ 118,066	$ 118,066
2028	—	14,312,750	14,312,750	379,068	140,106	519,174
2029	—	14,312,750	14,312,750	763,832	134,411	898,243
2030	—	14,312,750	14,312,750	771,490	126,753	898,243
2031	2,210,000	14,312,750	16,522,750	779,224	119,019	898,243
2032	18,805,000	14,202,250	33,007,250	787,036	111,207	898,243
2033	32,580,000	13,262,000	45,842,000	794,926	103,317	898,243
2034	34,205,000	11,633,000	45,838,000	802,895	95,348	898,243
2035	35,910,000	9,922,750	45,832,750	810,944	87,299	898,243
2036	37,710,000	8,127,250	45,837,250	819,074	79,169	898,243
2037	39,600,000	6,241,750	45,841,750	827,285	70,958	898,243
2038	41,575,000	4,261,750	45,836,750	835,579	62,664	898,243
2039	43,660,000	2,183,000	45,843,000	843,955	54,288	898,243
2040	—	—	—	852,416	45,827	898,243
2041	—	—	—	860,961	37,282	898,243
2042	—	—	—	869,592	28,651	898,243
2043	—	—	—	878,310	19,933	898,243
2044	—	—	—	887,115	11,128	898,243
2045	—	—	—	446,887	2,232	449,119
2046	—	—	—	—	—	—
2047	—	—	—	—	—	—
2048	—	—	—	—	—	—
2049	—	—	—	—	—	—
2050	—	—	—	—	—	—
2051	—	—	—	—	—	—
2052	—	—	—	—	—	—
2053	—	—	—	—	—	—
2054	—	—	—	—	—	—
2055	—	—	—	—	—	—
2056	—	—	—	—	—	—
Totals	$ 286,255,000	$ 141,397,500	$ 427,652,500	$ 14,010,589	$ 1,447,658	$ 15,458,247

(Totals may not add due to rounding)

SOUTHERN NEVADA WATER AUTHORITY

Statistical Section (Unaudited)

Individual Debt Service Schedules

As of June 30, 2026

	LVVWD 2025A Bonds			LVVWD 2026A Bonds		
Fiscal Year	Principal	Interest	Total	Principal	Interest	Total
2027	$ —	$ 20,126,500	$ 20,126,500	$ 10,135,000	$ 16,753,000	$ 26,888,000
2028	—	20,126,500	20,126,500	10,640,000	16,246,250	26,886,250
2029	7,210,000	20,126,500	27,336,500	11,170,000	15,714,250	26,884,250
2030	7,570,000	19,766,000	27,336,000	11,730,000	15,155,750	26,885,750
2031	7,950,000	19,387,500	27,337,500	12,315,000	14,569,250	26,884,250
2032	8,350,000	18,990,000	27,340,000	12,930,000	13,953,500	26,883,500
2033	8,765,000	18,572,500	27,337,500	13,580,000	13,307,000	26,887,000
2034	9,205,000	18,134,250	27,339,250	14,260,000	12,628,000	26,888,000
2035	9,665,000	17,674,000	27,339,000	14,970,000	11,915,000	26,885,000
2036	10,145,000	17,190,750	27,335,750	15,720,000	11,166,500	26,886,500
2037	10,655,000	16,683,500	27,338,500	16,505,000	10,380,500	26,885,500
2038	11,185,000	16,150,750	27,335,750	17,335,000	9,555,250	26,890,250
2039	11,745,000	15,591,500	27,336,500	18,200,000	8,688,500	26,888,500
2040	12,335,000	15,004,250	27,339,250	19,105,000	7,778,500	26,883,500
2041	12,950,000	14,387,500	27,337,500	20,060,000	6,823,250	26,883,250
2042	13,600,000	13,740,000	27,340,000	21,065,000	5,820,250	26,885,250
2043	28,900,000	13,060,000	41,960,000	22,120,000	4,767,000	26,887,000
2044	30,340,000	11,615,000	41,955,000	23,225,000	3,661,000	26,886,000
2045	31,860,000	10,098,000	41,958,000	24,390,000	2,499,750	26,889,750
2046	8,025,000	8,505,000	16,530,000	25,605,000	1,280,250	26,885,250
2047	8,435,000	8,083,688	16,518,688			
2048	8,870,000	7,640,850	16,510,850			
2049	9,320,000	7,175,175	16,495,175			
2050	9,800,000	6,685,875	16,485,875			
2051	21,165,000	6,171,375	27,336,375			
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	$ 394,430,000	$ 373,660,765	$ 768,090,765	$ 335,060,000	$ 202,662,750	$ 537,722,750

(Totals may not add due to rounding)

SOUTHERN NEVADA WATER AUTHORITY

Statistical Section (Unaudited)

Individual Debt Service Schedules

As of June 30, 2026

	GRAND TOTAL		
Fiscal Year	Principal	Interest	Total
2027	$ 142,231,540	$ 113,708,591	$ 255,940,131
2028	131,855,608	106,567,131	238,422,739
2029	144,630,372	100,218,561	244,848,933
2030	152,944,761	93,459,928	246,404,689
2031	133,924,224	86,404,119	220,328,343
2032	139,667,036	80,366,382	220,033,418
2033	145,909,926	74,406,342	220,316,268
2034	156,142,895	68,215,323	224,358,218
2035	125,370,944	62,157,624	187,528,568
2036	135,139,074	56,721,528	191,860,602
2037	140,687,285	51,173,680	191,860,965
2038	147,060,579	45,636,114	192,696,693
2039	153,853,955	38,879,388	192,733,343
2040	60,117,416	31,487,977	91,605,393
2041	62,800,961	28,794,432	91,595,393
2042	65,624,592	25,978,101	91,602,693
2043	64,148,310	23,032,533	87,180,843
2044	67,192,115	19,982,728	87,174,843
2045	69,946,887	16,785,982	86,732,869
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	$2,518,253,480	$1,195,706,279	$3,713,959,759

(Totals may not add due to rounding)

Independent Auditors' Report on Internal Control and Compliance

SOUTHERN NEVADA WATER AUTHORITY™

Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*

Independent Auditors' Report

To the Board of Directors of
Southern Nevada Water Authority

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of Southern Nevada Water Authority (the Authority), which comprise the Authority's statement of net position as of June 30, 2026, and the related statements of revenues, expenses and changes in net position and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 22, 2026. As discussed in Note 1, the Authority adopted the provisions for GASB Statement No. 103, *Financial Reporting Model Improvements*, effective July 1, 2025. Accordingly, the accounting changes have been retrospectively applied to the prior period presented. Our opinion is not modified with respect to this matter.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm that provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements, including whether the funds established by the Authority, as listed in Nevada Revised Statutes (NRS) 354.624 (5)(a)(1 through 5), complied with the express purposes required by NRS 354.6241. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Madison, Wisconsin
October 22, 2026

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

November 19, 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 acquisitions 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 # 20