

**NOTICE OF PUBLIC MEETING AND AGENDA FOR THE
HUMBOLDT RIVER BASIN WATER AUTHORITY**

September 25, 2026 at 10:00 a.m.

**Humboldt County Courthouse Meeting Room 201
50 West Fifth Street
Winnemucca, NV 89445**

**FOR VIDEO CONFERENCE ACCESS
Click [here](#) to join the meeting.**

or use the links below.

<https://teams.microsoft.com/meet/232948968081018?p=p7kYXOHFpU6LZmU7qs>

**Meeting ID: 232 948 968 081 018
Passcode: 2YH9Gt7u**

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[+1 775-446-0241](tel:+17754460241)**

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Attendance to this meeting will also be available virtually. For this meeting, the Humboldt River Basin Water Authority will be using Microsoft Teams, a third-party app, and does not control its technical specifications or requirements. Your ability to participate in the public comment portions of the meeting may be impacted by factors including but not limited to the type of device you use, the strength of your internet or cellular signal, and the company that provides your internet or cellular service. HRBWA is not responsible if you are not able to participate in a meeting through Microsoft Teams due to these or any other factors.

Notes: 1. Items on this agenda on which action may be taken are followed by the term "**For Possible Action.**"

2. Items on this agenda may be taken out of order, combined with other agenda items for consideration, removed from the agenda, or delayed for discussion at any time.
3. Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to call 775.443.7667 in advance so arrangements can be made.
4. This agenda was sent on September 16, 2026 for posting at the Humboldt County Court House (50 West Fifth Street, Winnemucca, Nevada 89445) and electronically posted on Nevada's Public Notice Website (<https://notice.nv.gov/>) and electronically posted on the Humboldt River Basin Water Authority's website (<https://hrbwa.com/meetings/>)
5. For further information or to obtain copies of board materials contact Jeff Fontaine (775-443-7667) or ccjfontaine@gmail.com

ITEM

- 1. CALL TO ORDER** – Chairman's welcome, roll call, determination of quorum and pledge of allegiance.
- 2. PUBLIC COMMENT** – This time is devoted to comments by the general public, pursuant to NRS 241.020(2)(c)(3). No action will be taken on matters raised under public comment until the matter itself has been included on an agenda as an action item. Public comment will be limited to 3 minutes.

3. **APPROVAL OF AGENDA** – Approval of the agenda for the Authority’s meeting of September 25, 2026 including taking items out of sequence, deleting items and adding items which require action upon a finding that an emergency exists. **(For Possible Action)**
4. **APPROVAL OF MINUTES** – Review and approval of minutes of the June 26, 2026 Authority meeting. **(For Possible Action)** *TAB 1*
5. **FINANCIAL REPORT AND QUARTERLY EXPENDITURES** – Financial reports and recommendation to approve invoices submitted for payment to the Authority. **(For Possible Action)** *TABS 2A, 2B and 2C*
6. **POSSIBLE APPROVAL OF A LETTER OF ENGAGEMENT (LOE) AND PROFESSIONAL SERVICES AGREEMENT WITH LEONARD LAW, PC TO PROVIDE LEGAL SERVICES TO THE HUMBOLDT RIVER BASIN WATER AUTHORITY, AND TO AUTHORIZE THE EXECUTIVE DIRECTOR TO SIGN THE LOE AND AGREEMENT ON BEHALF OF THE AUTHORITY**– Approval of a professional services agreement with Leonard Law, PC for legal analysis of, and advice regarding, issues and developments that may arise in Nevada water law and policy, and legal analysis and advice on administrative activities. The period of service is from September 25, 2026 to September 24, 2027 for a not to exceed amount of \$20,000. **(Possible Action)** *TAB 3*
7. **POSSIBLE APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH ARC DOME STRATEGIES TO PROVIDE CERTAIN GOVERNMENT AFFAIRS SERVICES TO THE HUMBOLDT RIVER BASIN WATER AUTHORITY DURING THE 2027 LEGISLATIVE SESSION, AND TO AUTHORIZE THE EXECUTIVE DIRECTOR TO SIGN THE AGREEMENT AND APPROVE MONTHLY INVOICES ON BEHALF OF THE AUTHORITY**– Approval of a professional services agreement with Arc Dome Strategies to monitor bills, attend hearings and represent the Authority during the 84th (2027) Legislative Session. The period of service is from February 1 to May 31, 2027 for a not to exceed amount of \$10,000. **(For Possible Action)** *TAB 4*
8. **UPDATE ON THE STATUS OF THE PETITION FOR JUDICIAL REVIEW FILED BY JENNIFER LYNN TIPTON SEEKING A REVIEW OF THE STATE ENGINEER’S REJECTION OF HER PROOFS OF APPROPRIATION V-12762, V-12763 AND V-12764 IN THE SIXTH JUDICIAL DISTRICT COURT IN AND FOR HUMBOLDT COUNTY, CASE NO. CV0024195, AND POSSIBLE ACTION FOR THE HUMBOLDT RIVER BASIN WATER AUTHORITY TO: INTERVENE IN THE PETITION ON BEHALF OF THE STATE ENGINEER; APPROVE AN AMENDMENT TO ITS JUNE 29, 2026, CONTRACT WITH SCHROEDER LAW OFFICES, P.C. TO INCREASE THE TOTAL "NOT TO EXCEED" AMOUNT FROM \$10,000 TO \$20,000; AND AUTHORIZE THE EXECUTIVE DIRECTOR TO SIGN THE AMENDMENT ON BEHALF OF THE AUTHORITY.** **(For Possible Action)** *TAB 5*
9. **CONSIDER WHETHER OR NOT TO APPROVE OR DISAPPROVE THE DELEGATION OF AUTHORITY TO THE EXECUTIVE DIRECTOR AND/OR CHAIR OF THE BOARD OF DIRECTORS TO MAKE ANY DECISION REGARDING LITIGATION ENTITLED *JENNIFER TIPTON V. JOE CACIOPPO*, A PETITION FOR JUDICIAL REVIEW OF THE STATE ENGINEER’S DECISION, IN THE SIXTH JUDICIAL DISTRICT COURT IN AND FOR HUMBOLDT COUNTY, CASE NO. CV0024195, UPON WHICH HRBWA MAY CHOOSE TO INTERVENE UNDER SEPARATE AGENDA ITEM, OR IS OTHERWISE REQUIRED TO JOIN UNDER COURT ORDER. SUCH DELEGATION OF DECISIONS REGARDING LITIGATION UNDER THIS DESIGNATION INCLUDE, BUT ARE NOT LIMITED TO, APPROVAL OF INITIAL FILINGS, APPROVAL OF FILINGS AND STRATEGY, AND SETTLEMENT AUTHORITY, EXCEPT WHERE ANY SUCH DECISION IS PROHIBITED BY LAW. THIS AUTHORITY SHALL EXTEND TO ALL TYPES OF LITIGATION PROCEEDINGS IN STATE COURT AS WELL AS PROCEEDINGS BEFORE AN AGENCY TRIBUNAL IN RELATION TO**

THE SUBJECT MATTER UNDERLYING THE PETITION FOR JUDICIAL REVIEW. (For Possible Action)

10. **UPDATE ON CONJUNCTIVE MANAGEMENT OF THE HUMBOLDT RIVER BASIN –** Presentation by State Engineer Joe Cacioppo, P.E. **(For Possible Action)**
11. **OVERVIEW OF THE HUMBOLDT RIVER BASIN STREAM CAPTURE MODELS –** Presentation by Kip Allander, Chief of Hydrology, Nevada Division of Water Resources on the Humboldt River Basin capture models developed by U.S. Geological Survey and Desert Research Institute. (Discussion)
12. **UPDATE ON INTERIM LEGISLATIVE ACTIVITIES AND POSSIBLE ACTION REGARDING BILL DRAFT REQUESTS, INCLUDING WATER RECOMMENDATIONS BY THE JOINT INTERIM STATNDING COMMITTEE ON NATURAL RESOURCES. (For Possible Action)**
TAB 6
13. **DISCUSSION AND POSSIBLE ACTION REGARDING WATER RIGHT APPLICATIONS FILED WITH THE NEVADA STATE ENGINEER –** Discussion and possible action on June to September 2026 water right filings; previously and newly filed protests and comment letters by the Authority and State Engineer Rulings and Orders. **(For Possible Action)** *TAB 7*
14. **EXECUTIVE DIRECTOR REPORT TO THE HUMBOLDT RIVER BASIN WATER AUTHORITY BOARD OF DIRECTORS –** Executive Director's report on water related issues, including but not limited to legal cases, proposed regulations and studies. (Discussion) *TAB 8*
15. **BOARD MEMBER/EXECUTIVE DIRECTOR COMMENTS –** Board members and the Executive Director can make announcements, request information and discuss topics for future agendas. (Discussion)
16. **NEXT MEETING –** Set date, place and time for the Authority's next meeting. **(For Possible Action)**
17. **PUBLIC COMMENT –** This time is devoted to comments by the general public, pursuant to NRS 241.020(2)(c)(3). No action will be taken on matters raised under public comment until the matter itself has been included on an agenda as an action item. 3 minutes

ADJOURN

HUMBOLDT RIVER BASIN WATER AUTHORITY
Director/Alternate Attendance List
September 25, 2026

<u>Directors</u>	<u>County</u>	<u>Present</u>	<u>Absent</u>
Commissioner Rex Steninger	Elko	_____	_____
Commissioner Brian Gale	Elko	_____	_____
Mr. Craig Spratling	Elko	_____	_____
Commissioner Marty Plaskett	Eureka	_____	_____
Mr. Carl Slagowski	Eureka	_____	_____
Mr. Jake Tibbitts	Eureka	_____	_____
Commissioner Ron Cerri	Humboldt	_____	_____
Mr. Steve Delsoldato	Humboldt	_____	_____
Ms. Kris Stewart	Humboldt	_____	_____
Commissioner Alicia Price	Lander	_____	_____
Commissioner Lamont Edgar	Lander	_____	_____
Mr. J.R. Thomas	Lander	_____	_____
Commissioner Connie Gottschalk	Pershing	_____	_____
Mr. Bennie Hodges (Chairman)	Pershing	_____	_____
Mr. Ronnie Burrows	Pershing	_____	_____
 <u>Ex Officio Nevada Mining Assn.</u>			
Ms. Erica Gallegos	NV Gold Mines	_____	_____
 <u>Alternates</u>			
Mr. Mark Hooper	Elko	_____	_____
Ms. Sabrina Reed	Eureka	_____	_____
Commissioner Ken Tipton	Humboldt	_____	_____
Mr. Mike Neff	Lander	_____	_____
Mr. Phillip Schmith	Pershing	_____	_____
Mr. Kyle Davis	NV Mining Assoc.	_____	_____

Tab 1

Minutes
Humboldt River Basin Water Authority
June 26, 2026

Humboldt County Courthouse Meeting Room 201
50 West Fifth Street
Winnemucca, NV 89445

CALL TO ORDER – Chair Hodges called the meeting of the Humboldt River Basin Water Authority Board of Directors to order at approximately 10:00 a.m. Video and teleconference services were available via Microsoft Teams. Chair Hodges led the Board in the Pledge of Allegiance.

Members of the Board, Present:

Rex Steninger, Elko County	Brian Gale, Elko County
Craig Spratling, Elko County	Ron Cerri, Humboldt County
Steve Delsoldato, Humboldt County	Kris Stewart, Humboldt County
J.R. Thomas, Lander County	Lamont Edgar, Lander County
Bennie Hodges, Pershing County	

Alternate Members, Present:

Mark Hooper, Elko County	Mike Neff, Lander County
Sabrina Reed, Eureka County	

Ex Officio Nevada Mining Association Members, Present:

Kelsey Molyneux, representing Nevada Mining Association	
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Members of the Board, Absent:

Marty Plaskett, Eureka County	Jake Tibbitts, Eureka County
Alicia Price, Lander County	Ronnie Burrows, Pershing County
Connie Gottschalk, Pershing County	

Alternate Members, Absent:

Ken Tipton, Humboldt County	Phillip Schmith, Pershing County
Kyle Davis, NV Gold Mines	

Mr. Fontaine noted that a quorum of the Board was present. Also present was Jeff Fontaine, Executive Director for the Authority. Other persons attending or participating in portions of the meeting included Vincent Guthro, Director of the Nevada Department of Conservation and Natural Resources; Joe Cacioppo, Nevada State Engineer; Caitlin Skulan, Schroeder Law Offices, P.C.; Jennifer Tipton; Chris Mahannah; Kim Sager; Rita Stizel; Laurel Saito; Kip Allander; Cody Maltman and other members of the public.

PUBLIC COMMENT – Chair Hodges opened the meeting for public comment. Hearing none, public comment was closed.

APPROVAL OF AGENDA – Chair Hodges asked if there were any changes or comments regarding the June 26, 2026 meeting agenda, hearing none;

Kris Stewart motioned to approve the agenda as presented, J.R. Thomas seconded the motion. Without objection, the members present approved the motion.

APPROVAL OF MINUTES – The Board reviewed the minutes of the March 20, 2026 and December 12, 2025 Authority meetings.

Steve Delsoldato motioned to approve the minutes as presented, Ron Cerri seconded the motion. Without objection, the members present approved the motion.

FINANCIAL REPORT AND QUARTERLY EXPENDITURES – Mr. Fontaine reviewed the fiscal year-to-date financial report, quarterly expenditures, and invoices submitted for payment. He reported that annual assessments of \$10,000 from each member county and the City of Winnemucca had been received and that the final two draw requests under the voluntary water rights retirement grant totaled \$6,387.50, substantially closing out that grant program.

Mr. Fontaine reviewed pending and recently paid expenses, including Nevada Authority Management, LLC professional services, consulting hydrogeologist services, Schroeder Law Offices, A&H Insurance, and Sage Digital Media. He reported an anticipated ending fund balance of approximately \$205,803, subject to audit by the Humboldt County Controller.

Kris Stewart motioned to approve the financial report, quarterly expenditures, and invoices as presented, including the Sage Digital Media invoice, J.R. Thomas seconded the motion. Without objection, the members present approved the motion.

APPROVAL OF THE HUMBOLDT RIVER BASIN WATER AUTHORITY FISCAL YEAR 2026-2027 BUDGET – Mr. Fontaine reviewed the proposed FY 2026-2027 budget. He noted that the budget includes the recently awarded \$1.8 million Conserve Nevada grant and a required \$200,000 match, which HRBWA is seeking through the State Board for Financing Water Projects and other potential sources. He emphasized that the proposed match was not intended to be funded by HRBWA or its member counties.

Mr. Fontaine also reviewed proposed expenditures, including \$20,000 for legal services and \$10,000 for government affairs representation during the 2027 Legislative Session, as well as ongoing funding for previously approved modeling and public outreach projects.

Kris Stewart motioned to approve the FY 2026-2027 budget as presented, Mike Neff seconded the motion. Without objection, the members present approved the motion.

APPROVAL TO CONTINUE HUMBOLDT RIVER BASIN WATER AUTHORITY'S AGREEMENT WITH SAGE DIGITAL AGENCY TO HOST AND MAINTAIN HRBWA.COM FOR AN ADDITIONAL 12 MONTH PERIOD BEGINNING 8/1/2026 AT A COST OF \$100.00 PER MONTH – Mr. Fontaine explained that the item would renew the Authority's website hosting and maintenance agreement with Sage Digital Agency for one year beginning August 1, 2026.

Ron Cerri motioned to approve continuation of the agreement for an additional 12 months at \$100 per month, J.R. Thomas seconded the motion. Without objection, the members present approved the motion.

APPROVAL OF A WRITTEN REQUEST FOR THE HUMBOLDT RIVER BASIN WATER AUTHORITY TO EXTEND THE PERIOD OF SERVICE IN ITS AGREEMENT WITH NEVADA AUTHORITY MANAGEMENT, LLC – Mr. Fontaine presented Nevada Authority Management, LLC’s annual request to extend its professional services agreement with HRBWA from July 1, 2026 through June 30, 2027.

Carl Slagowski motioned to approve the requested extension, Ron Cerri seconded the motion. Without objection, the members present approved the motion.

DISCUSSION REGARDING THE PETITION FOR JUDICIAL REVIEW FILED BY JENNIFER LYNN TIPTON AND POSSIBLE ACTION FOR HRBWA TO ENTER INTO A CONTRACT WITH SCHROEDER LAW OFFICES, P.C. – Mr. Fontaine provided background regarding the petition for judicial review challenging the State Engineer’s rejection of Proofs of Appropriation V-12762, V-12763 and V-12764. He explained HRBWA’s prior involvement in a March 2025 letter concerning the vested claims and advised the Board that the Authority had been joined in the judicial review proceeding.

Caitlin Skulan of Schroeder Law Offices, P.C. explained the procedural status of the matter. She stated that the district court denied a motion to dismiss based on notice and ordered the petitioner to join the parties who had signed the earlier letter of concern. Ms. Skulan advised that clarification was needed regarding whether HRBWA’s participation was mandatory or optional and recommended that the Authority obtain counsel to determine its obligations and, if necessary, represent HRBWA in the proceeding.

Kris Stewart motioned to engage Schroeder Law Offices, P.C. to represent and advise HRBWA in the matter for an amount not to exceed \$10,000 and to authorize the Executive Director to sign the agreement on behalf of HRBWA, Ron Cerri seconded the motion. Without objection, the members present approved the motion.

UPDATE ON CONJUNCTIVE MANAGEMENT OF THE HUMBOLDT RIVER BASIN – Vincent Guthro, Director of the Nevada Department of Conservation and Natural Resources, and Joe Cacioppo, Nevada State Engineer, provided an update regarding conjunctive management planning. Mr. Guthro stated that the Department and Division of Water Resources are working toward a community-led, science-based conjunctive management plan and remain committed to public engagement.

Mr. Cacioppo reviewed the status of the Upper, Middle and Lower Humboldt Basin groundwater models and explained that the completed modeling provides an integrated scientific foundation for conjunctive management planning. He stated that model refinement will continue through the Humboldt River Stakeholder Technical Subgroup as new information becomes available.

Mr. Cacioppo also discussed the water market evaluation, which is nearing completion and is examining whether Humboldt Decree surface water rights could be used to offset groundwater capture. Preliminary indications were described as encouraging, although additional work is needed regarding pricing and implementation. He reported that a framework for a conjunctive management plan has been drafted and is undergoing internal review.

Board members and participants discussed model accuracy, surface-water capture, priority, over-appropriation, potential curtailment, the need to protect both surface and groundwater users, local participation, public outreach, and the importance of continued communication with affected communities.

****DISCUSSION ONLY***

UPDATE ON INTERIM LEGISLATIVE ACTIVITIES INCLUDING MEETINGS OF THE NEVADA LEGISLATURE’S PUBLIC LANDS COMMITTEE AND JOINT INTERIM STANDING COMMITTEE ON NATURAL RESOURCES AND POSSIBLE ACTION REGARDING

RECOMMENDATIONS FOR BILL DRAFT REQUESTS – Mr. Fontaine reviewed interim legislative activity since the March meeting, including presentations to the Public Lands Committee and the Joint Interim Standing Committee on Natural Resources and his participation in the Nevada Water Working Group.

Mr. Fontaine reviewed concepts being developed for possible inclusion in an omnibus water bill for the 2027 Legislative Session. Discussion included grant-match requirements, water-law and administrative issues, local groundwater boards, and other concepts intended to provide additional tools for addressing water-management challenges. Board members expressed concerns regarding creation of additional governmental layers and the role, authority, expertise, and funding of potential groundwater boards.

Mr. Fontaine stated that he would continue participating in the working-group process, take the Board's concerns into account, and return to the Board as concepts and proposed language develop. No formal bill draft recommendation was approved by the Board.

****DISCUSSION ONLY***

DISCUSSION AND POSSIBLE ACTION TO ADOPT A POLICY TO WAIVE ALL OR A PORTION OF A CHARGE OR FEE FOR A COPY OF A HUMBOLDT RIVER BASIN WATER AUTHORITY PUBLIC RECORD – Mr. Fontaine reviewed a recent extensive public records request and the requirements of NRS 239.052. He explained that HRBWA may charge actual costs when a request requires extraordinary use of personnel or technology and that a written policy is required if the Authority wishes to waive all or part of a fee.

Following discussion, the Board agreed that routine requests requiring limited staff time should be accommodated without charge, while requests requiring substantial staff time or hard-copy production should be charged at actual cost.

Kris Stewart motioned to adopt a policy waiving charges for the first hour of staff time associated with a public records request, with actual costs and staff time charged thereafter, it was seconded by Steve Delsoldato. Without objection, the members present approved the motion.

DISCUSSION AND POSSIBLE ACTION TO INITIATE A REQUEST FOR QUALIFICATIONS FROM GOVERNMENT AFFAIRS FIRMS TO REPRESENT THE HUMBOLDT RIVER BASIN WATER AUTHORITY DURING THE 2027 LEGISLATIVE SESSION – Mr. Fontaine recommended initiating an informal qualifications process to identify a government affairs firm for the 2027 Legislative Session. The approved FY 2026-2027 budget includes \$10,000 for this purpose.

Ron Cerri motioned to authorize Mr. Fontaine to initiate the search and use a small group of Board members to assist in reviewing and ranking firms for a recommendation to the full Board, it was seconded by Mike Neff. Without objection, the members present approved the motion.

DISCUSSION AND POSSIBLE ACTION REGARDING A SEARCH FOR LEGAL COUNSEL FOR THE HUMBOLDT RIVER BASIN WATER AUTHORITY – Mr. Fontaine recommended that HRBWA retain general legal counsel who could provide timely advice on water law, legislative matters, contracting, open meeting law, public records, and other administrative issues. He proposed soliciting qualifications from several attorneys and using a small group of Board members to review responses and make a recommendation to the full Board.

Ron Cerri motioned to proceed with a search for legal counsel and authorize the proposed evaluation process, it was seconded by Kris Stewart. Without objection, the members present approved the motion.

DISCUSSION AND POSSIBLE ACTION REGARDING WATER RIGHT APPLICATIONS FILED WITH THE NEVADA STATE ENGINEER – Mr. Fontaine reviewed water right filings from March through

June 2026. Discussion included Applications 95242 and 95243 for stockwater in Basin 69; Application 95165 and its requested diversion rate; Application 95279 associated with Florida Canyon Mine; and temporary and permanent change applications involving commercial or construction uses in the Paradise Valley area.

Board members discussed the need to monitor applications that may involve significant changes in use, including potential industrial or data-center uses, and requested additional information where application materials were not yet available. Mr. Fontaine indicated that he would continue reviewing the identified filings and follow up as additional information becomes available. No formal protest or other action was approved.

***DISCUSSION ONLY**

NOTICE OF A \$1.8 MILLION GRANT AWARD FROM THE NEVADA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES' CONSERVE NEVADA PROGRAM TO THE HUMBOLDT RIVER BASIN WATER AUTHORITY TO RETIRE GROUNDWATER RIGHTS IN THE HUMBOLDT REGION FROM WILLING SELLERS – Mr. Fontaine reported that HRBWA was awarded \$1.8 million from the Conserve Nevada Program for voluntary groundwater-right retirement. He stated that HRBWA is awaiting a decision on its request for matching funds from the State Board for Financing Water Projects and is also considering alternative match options.

Mr. Fontaine explained that HRBWA can build on the policies, procedures, and experience developed during the prior voluntary retirement pilot program. The new effort will allow more time for a targeted and strategic approach focused on groundwater rights within modeled surface-water capture zones. Potential acquisition methods discussed included valuation by acre-foot and a reverse-auction process designed to achieve the greatest reduction in surface-water capture with available funds.

***DISCUSSION ONLY**

EXECUTIVE DIRECTOR REPORT TO THE HUMBOLDT RIVER BASIN WATER AUTHORITY BOARD OF DIRECTORS – Mr. Fontaine stated that he had no additional comments beyond the written Executive Director report provided to the Board.

***DISCUSSION ONLY**

BOARD MEMBER/EXECUTIVE DIRECTOR COMMENTS – Board Member Kris Stewart discussed a new nuclear energy project under development in Wyoming and advised the Board that similar projects may consider Northern Nevada locations with existing transmission infrastructure. Discussion focused on the need to monitor associated water-right filings and water-use classifications.

Board members also discussed efforts with the Nevada Water Resources Association to increase agricultural representation and programming at future conferences and encouraged members with agricultural perspectives, challenges, or success stories to participate.

***DISCUSSION ONLY**

NEXT MEETING – Following discussion, the Board tentatively agreed to hold its next meeting on **September 25, 2026**, subject to confirmation of the Humboldt County meeting room and other scheduling considerations.

PUBLIC COMMENT – Chris Mahannah, consulting engineer and water-rights surveyor, commented on the proposed groundwater-board concept and encouraged the Board to continue considering locally driven tools that could provide alternatives to curtailment. He referenced approaches used in Idaho and stated that local participation may provide communities with a greater role in developing solutions.

Jennifer Tipton addressed the Board regarding her vested water-right claims and the petition for judicial review discussed under Agenda Item 9. She expressed concerns regarding the rejection of her claims, HRBWA's prior involvement, the cost and effect of the litigation, and the Board's decision to retain legal counsel. Mr. Fontaine reiterated that HRBWA had retained counsel to advise the Authority regarding its legal status and obligations in the proceeding.

Chair Hodges invited any additional public comment. Hearing none, public comment was closed.

ADJOURN – Following completion of public comment, the meeting was adjourned at approximately **1:30 p.m.**

Tab 2A

Humboldt River Basin Water Authority
Fiscal Year 2025-2026
For Posting Dates: 07/01/25 - 06/30/26

BEGINNING BALANCE		\$	186,694.47	
		BUDGET	ACTUAL	
<u>HRBWA ARPA GRANT 100-000-32182-000</u>				
DRAW REQUEST #6		\$ -	\$ 1,150.00	
DRAW REQUEST #7		\$ -	\$ 5,237.50	
<u>REVENUES 100-000-32308-000</u>				
EUREKA COUNTY	ANNUAL ASSESSMENT	\$ 10,000.00	\$ 10,000.00	
HUMBOLDT COUNTY	ANNUAL ASSESSMENT	\$ 5,000.00	\$ -	*See Below JE
CITY OF WINNEMUCCA	ANNUAL ASSESSMENT	\$ 5,000.00	\$ 5,000.00	
ELKO COUNTY	ANNUAL ASSESSMENT	\$ 10,000.00	\$ 10,000.00	
LANDER COUNTY	ANNUAL ASSESSMENT	\$ 10,000.00	\$ 10,000.00	
PERSHING COUNTY	ANNUAL ASSESSMENT	\$ 10,000.00	\$ 10,000.00	
WATER RIGHTS RETIREMENT PROGRAM		\$ -		
TOTAL REVENUES		\$ 50,000.00	\$ 51,387.50	
<u>EXPENSES 100-015-52219-000</u>		\$ 50,000.00		
A&H INSURANCE	ANNUAL PREMIUM		\$ 966.04	
RESOURCE CONCEPTS	PROFESSIONAL SERVICES		\$ 1,000.00	
LEONARD LAW	PROFESSIONAL SERVICES		\$ 337.50	
JEFFREY A FONTAINE	PROFESSIONAL SERVICES 07/01/25-08/30/2025		\$ 3,736.75	
DAVID L. BERGER	PROFESSIONAL SERVICES		\$ 700.00	
JEFFERY A FONTAINE	PROFESSIONAL SERVICES		\$ 8,143.66	
SCHROEDER LAW OFFICES, PC	AMICUS BREIF		\$ 193.98	
NEVADA WATER RESOURCES ASSOC.	CONFERENCE		\$ 515.00	
NEVADA WATER RESOURCES ASSOC.	CONFERENCE		\$ 515.00	
NEVADA WATER RESOURCES ASSOC.	CONFERENCE		\$ 475.00	
JEFFERY A FONTAINE	PROFESSIONAL SERVICES		\$ 7,310.43	
WHITECLOUDS INC.	TOPOGRAPHIC MAP DEPOSIT		\$ 4,044.00	
DAVID L. BERGER	PROFESSIONAL SERVICES		\$ 100.00	
SCHROEDER LAW OFFICES, PC	PROFESSIONAL SERVICES		\$ 362.19	
JEFFERY A FONTAINE	PROFESSIONAL SERVICES		\$ 8,879.13	
ALEXANDER JARIV	SAGE - 9425		\$ 1,200.00	
TOTAL EXPENSES			\$ 38,478.68	
EXCESS REVENUE OVER (UNDER) EXP.		\$	12,908.82	
JOURNAL ENTRY FOR HUMB CO ASSESSMENT		\$	5,000.00	17,908.82
ENDING BALANCE		\$	204,603.29	

BEGINNING BALANCE	\$ 204,603.29
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ENDING BALANCE	\$	229,603.29
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Tab 2B

Nevada Authority Management, LLC Report for the Humboldt River Basin Water Authority
July 1, 2026 to September 13, 2026

DATE	ACTIVITY	HRS
7/14/2026	Review NOTICE OF LIMITED APPEARANCE AND NOTICE OF MOTION and MOTION FOR CLARIFICATION filed by Schroeder Law Office of behalf of HRBWA and others and <i>Tipton's Objection and Opposition to the Non-Parties Unauthorized 'Motion for Clarification'; and Countermotion to Strike the Motion for Clarification and Notice of Limited Appearance</i>	0.5
7/13/2026	Prepare response to LCB email re: omnibus water bill recommendation prepared by the Water Stakeholder Working Group for review by the State Engineer (1 hr. split with CNRWA)	0.5
7/16/2026	Prepare email to water law stakeholder working group re: response to LCB questions re: recommendations for groundwater basin assessments and local groundwater boards BDR's (1 hour split with CNRWA,) virtual meeting with Board members Hodges and DelSoldato re: Humboldt River historical operations	1.5
7/17/2026	Review/sign Schroeder Law conflict of waive re: Tipton PJR, review and call with Schroeder Law re: response to Tipton's objection and opposition to HRWA's motion for clarification	1
7/21/2026	Virtually attend Nevada Water Law Working Group meeting (2 hrs. split with CNRWA)	1
7/22/2026	Virtually attend Nevada Division of Water Resources Stakeholder Working Group for the Nevada State Water Plan update (2 hrs. split with CNRWA)	1
7/23/2026	Virtually attend Humboldt Stakeholder Working Group Technical subgroup meeting	3
7/30/2026	Review and edit Whitecloud's base map for the Humboldt model	1.5
8/3/2026	Review NDWR edits to Humboldt model by and revised map #3 prepared, review Jennifer Tipton	2
8/10/2026	Prepare FY27 HRBWA member county assessments	0.5
8/12/2026	Joint Interim Standing Committee on Natural Resources work session (2 hours split with CNRWA)	1
8/14/2026	Additional input/review of Humboldt model	1
8/15/2026	Phone call with Sen. Hansen and Assemblymember Hansen re: Humboldt Basin update	0.5
8/17/2026	Phone call with Debbie Leonard possible HRBWA representation	0.5
8/19/2026	Phone call with Therese Stix & Caitlin Skulan re: 2nd amended complaint filed by Jennifer Tipton	0.5
8/21/2026	Additional edits to Humboldt map to add 4 mountain ranges	1
8/26/2026	Email to POOL/PACT claims manager re: Tipton second amended complaint against Board member Stewart	0.5
8/27/2028	Phone call with Cathy Erskine, DCNR Policy Advisor on status of NDWR's Humboldt conjunctive management initiative	0.5
9/8/2026	Phone calls with Brandon Bishop, DCNR re: status of Conserve Nevada grant award to HRBWA, prepare HRBWA September 25th meeting agenda, and emails with Schoreder Law re: status of Tipton PJR	1
9/9/2026	Drive to/from and attend Nevada Water Law Working Group meeting (3 hrs. split with CNRWA)	1.5
9/10/2026	Review Request for Antidegradation Review – Gold Standard Ventures (US) Inc for State Environmental Commission Sept. 16th meeting, review State Engineer monthly reports	1.5
9/11/2026	Prepare Sept. 25 HRBWA meeting support materials	6.5
		28.5

September 25, 2026

Invoice # 27-1

Mr. Bennie Hodges
Chairman
Humboldt River Basin Water Authority

For Professional Services Provided by Nevada Authority Management, LLC to the Humboldt River Basin Water Authority During the Period of July 1, 2026 to September 13, 2026. Thank you!

LABOR	28.5 hours @ \$103.00/hr.	\$2,935.50
--------------	---------------------------	------------

Subtotal Labor

EXPENSES

Google Suite HRBWA email account July to September 2026 (3 months @ \$26.40/month)	\$79.20
--	---------

Fed Ex copy Board meeting packets 6/16/26	\$514.92
---	----------

USPS Board packets 6/16/26	\$193.50
----------------------------	----------

RT mileage Carson City to Reno Nature Conservancy Office 62 miles @ \$0.50/mile	\$31.00
---	---------

Subtotal Expenses	\$818.62
--------------------------	-----------------

TOTAL AMOUNT	\$3,754.12
---------------------	-------------------

Account transactions

Search transactions 

 [EXPORT](#)

 [FILTER](#)

Showing:

90 days 

\$26.4 - 26.4 

Withdrawals 

[RESET](#)

Date	Description	Amount	Balance
POSTED			
Sep 2, 2026	GOOGLE WORKSPACE HRBWA MOUNTAIN VIE CA	-\$26.40	
Sep 2, 2026	GOOGLE WORKSPACE CNRWA MOUNTAIN VIE CA	-\$26.40	
Aug 3, 2026	GOOGLE WORKSPACE HRBWA MOUNTAIN VIE CA	-\$26.40	
Aug 3, 2026	GOOGLE WORKSPACE CNRWA MOUNTAIN VIE CA	-\$26.40	
Jul 2, 2026	GOOGLE WORKSPACE CNRWA MOUNTAIN VIE CA	-\$26.40	
Jul 2, 2026	GOOGLE WORKSPACE HRBWA MOUNTAIN VIE CA	-\$26.40	



1426 E William St Ste 1
Carson City, NV 89701
775.886.6099

June 16, 2026 10:23 AM
Receipt #: CSNK00218247

Print Order: 2020390528351911

Manually Entered Pr 1 \$478.55

Reg. Price \$544.68
Savings \$66.13

0002 252 @ \$0.2790 T
BW 1S on Color

Reg. Price \$0.3100

0330 1458 @ \$0.2800 T
BW 1S on 24# Wht

Reg. Price \$0.3200

In-store Pickup Location
Jeff Fontaine
1426 E William St
Ste 1
Carson City, NV 89701, US
7754437667
ccjfontaine@gmail.com

Order Total \$478.55

Print Order Subtotal \$478.55

Tax \$36.37
Total \$514.92

***** PURCHASE *****
APPROVED

Total: \$514.92

Card Type: MASTERCARD
Card Entry: CHIP
acct #: *****4151
Approval Code: 022400

PIN Verified

***** EMV PURCHASE *****
Label: Mastercard Debit
Code: Issuer

ID: A0000000041010
VR: 0000048000



CARSON CITY
1111 S ROOP ST
CARSON CITY, NV 89701-9998
www.usps.com

06/16/2026

11:20 AM

TRACKING NUMBERS

9505 5100 5368 6167 0424 29
9505 5100 5368 6167 0424 43
9505 5100 5368 6167 0424 67
9505 5100 5368 6167 0424 81
9505 5100 5368 6167 0425 04
9505 5100 5368 6167 0425 28
9505 5100 5368 6167 0425 42
9505 5100 5368 6167 0425 66
9505 5100 5368 6167 0425 80
9505 5100 5368 6167 0426 03
9505 5100 5368 6167 0426 27
9505 5100 5368 6167 0426 41
9505 5100 5368 6167 0426 65
9505 5100 5368 6167 0426 89
9505 5100 5368 6167 0427 02

TRACK STATUS OF ITEMS WITH THIS CODE
(UP TO 25 ITEMS)



TRACK STATUS BY TEXT MESSAGE
Send tracking number to 28777 (2USPS)
Standard message and data rates may apply

TRACK STATUS ONLINE
Visit <https://www.usps.com/tracking>
Text and e-mail alerts available

PURCHASE DETAILS

Product	Qty	Unit Price	Price
Priority Mail® Flat Rate Env	1		\$12.90
Ruby Valley, NV 89833			
Flat Rate			
Expected Delivery Date			
Sat 06/20/2026			
Tracking #:			
9505 5100 5368 6167 0424 29			
Insurance			
Up to \$100.00 included			
\$0.00			
Total			
\$12.90			
Priority Mail® Flat Rate Env	1		\$12.90
Lamoille, NV 89828			
Flat Rate			
Expected Delivery Date			
Sat 06/20/2026			
Tracking #:			
9505 5100 5368 6167 0424 43			
Insurance			
Up to \$100.00 included			
\$0.00			
Total			
\$12.90			

Carlin, NV 89822
Flat Rate
Expected Delivery Date
Sat 06/20/2026
Tracking #:
9505 5100 5368 6167 0424 67
Insurance \$0.00
Up to \$100.00 included
Total \$12.90
Priority Mail® 1 \$12.90
Flat Rate Env
Elko, NV 89803
Flat Rate
Expected Delivery Date
Sat 06/20/2026
Tracking #:
9505 5100 5368 6167 0424 81
Insurance \$0.00
Up to \$100.00 included
Total \$12.90
Priority Mail® 1 \$12.90
Flat Rate Env
Lovelock, NV 89419
Flat Rate
Expected Delivery Date
Sat 06/20/2026
Tracking #:
9505 5100 5368 6167 0425 04
Insurance \$0.00
Up to \$100.00 included
Total \$12.90
Priority Mail® 1 \$12.90
Flat Rate Env
Battle Mountain, NV 89820
Flat Rate
Expected Delivery Date
Sat 06/20/2026
Tracking #:
9505 5100 5368 6167 0425 28
Insurance \$0.00
Up to \$100.00 included
Total \$12.90
Priority Mail® 1 \$12.90
Flat Rate Env
Winnemucca, NV 89445
Flat Rate
Expected Delivery Date
Sat 06/20/2026
Tracking #:
9505 5100 5368 6167 0425 42
Insurance \$0.00
Up to \$100.00 included
Total \$12.90
Priority Mail® 1 \$12.90
Flat Rate Env
Orovada, NV 89425
Flat Rate
Expected Delivery Date
Sat 06/20/2026
Tracking #:
9505 5100 5368 6167 0425 66
Insurance \$0.00
Up to \$100.00 included
Total \$12.90
Priority Mail® 1 \$12.90
Flat Rate Env
Paradise Valley, NV 89426
Flat Rate
Expected Delivery Date
Sat 06/20/2026
Tracking #:
9505 5100 5368 6167 0425 80
Insurance \$0.00
Up to \$100.00 included
Total \$12.90

Flat Rate
Expected Delivery Date
Sat 06/20/2026
Tracking #:
9505 5100 5368 6167 0426 03
Insurance \$0.00
Up to \$100.00 included
Total \$12.90
Priority Mail® 1 \$12.90
Flat Rate Env
Lovelock, NV 89419
Flat Rate
Expected Delivery Date
Sat 06/20/2026
Tracking #:
9505 5100 5368 6167 0426 27
Insurance \$0.00
Up to \$100.00 included
Total \$12.90
Priority Mail® 1 \$12.90
Flat Rate Env
Lovelock, NV 89419
Flat Rate
Expected Delivery Date
Sat 06/20/2026
Tracking #:
9505 5100 5368 6167 0426 41
Insurance \$0.00
Up to \$100.00 included
Total \$12.90
Priority Mail® 1 \$12.90
Flat Rate Env
Deeth, NV 89823
Flat Rate
Expected Delivery Date
Sat 06/20/2026
Tracking #:
9505 5100 5368 6167 0426 65
Insurance \$0.00
Up to \$100.00 included
Total \$12.90
Priority Mail® 1 \$12.90
Flat Rate Env
Battle Mountain, NV 89820
Flat Rate
Expected Delivery Date
Sat 06/20/2026
Tracking #:
9505 5100 5368 6167 0426 89
Insurance \$0.00
Up to \$100.00 included
Total \$12.90
Priority Mail® 1 \$12.90
Flat Rate Env
Winnemucca, NV 89446
Flat Rate
Expected Delivery Date
Sat 06/20/2026
Tracking #:
9505 5100 5368 6167 0427 02
Insurance \$0.00
Up to \$100.00 included
Total \$12.90
Mail Pickup 1 \$0.00
Tracking #:
70200090000128149694
Grand Total: \$193.50
Debit Card Remit \$193.50
Card Name: MasterCard
Account #: XXXXXXXXXXXXX4151
Approval #: 032029
Transaction #: 920
Receipt #: 043915
Debit Card Purchase: \$193.50
AID: A0000000042203
AL: US Debit
PIN: Verified

Tab 2C

Schroeder Law Offices, P.C.
1915 NE Cesar E. Chavez Blvd.
Portland, OR 97212
(503) 281-4100

REMIT TO: 10615 Double R Blvd., Suite 100
Reno, NV 89521

Payment due 09/12/2026.

Humboldt River Basin Water Authority
400 Bunker Hill Drive
Carson City NV 89703

Page: 1
September 02, 2026
Account No: 1844

Jeff Fontaine

Summary of this Invoice

Previous Balance	Fees	Expenses	Advances	Payments	Balance
1844-01 Tipton v. NDWR - PJR CV0024195					
6,744.06	354.86	0.00	0.00	0.00	<u>\$7,098.92</u>

(n/c) = No Charge
(AR) = Adjusted Rate, reduced at shareholder discretion
(Travel) = Travel rate per agreement
(DCT) = Docket, \$250.00 or less

Please include account number on check. Payment due 09/12/2026. A late charge of 0.75% per month - annual percentage rate 9% - will be charged on past due accounts.

Schroeder Law Offices, P.C.
1915 NE Cesar E. Chavez Blvd.
Portland, OR 97212
(503) 281-4100

REMIT TO: 10615 Double R Blvd., Suite 100
Reno, NV 89521

Payment due 08/15/2026.

Humboldt River Basin Water Authority
400 Bunker Hill Drive
Carson City NV 89703

Page: 1
August 05, 2026
Account No: 1844

Jeff Fontaine

Summary of this Invoice

Previous Balance	Fees	Expenses	Advances	Payments	Balance
1844-00 Amicus Brief - McCarran Amendment					
362.19	0.00	0.00	0.00	-362.19	\$0.00
1844-01 Tipton v. NDWR - PJR CV0024195					
2,723.25	3,961.32	45.68	13.81	0.00	\$6,744.06
<u>3,085.44</u>	<u>3,961.32</u>	<u>45.68</u>	<u>13.81</u>	<u>-362.19</u>	<u>\$6,744.06</u>

(n/c) = No Charge
(AR) = Adjusted Rate, reduced at shareholder discretion
(Travel) = Travel rate per agreement
(DCT) = Docket, \$250.00 or less

Please include account number on check. Payment due 08/15/2026. A late charge of 0.75% per month - annual percentage rate 9% - will be charged on past due accounts.

Schroeder Law Offices, P.C.
1915 NE Cesar E. Chavez Blvd.
Portland, OR 97212
(503) 281-4100

REMIT TO: 10615 Double R Blvd., Suite 100
Reno, NV 89521

Payment due 07/19/2026.

Humboldt River Basin Water Authority
400 Bunker Hill Drive
Carson City NV 89703

Page: 1
July 09, 2026
Account No: 1844

Jeff Fontaine

Summary of this Invoice

Previous Balance	Fees	Expenses	Advances	Payments	Balance
1844-00 Amicus Brief - McCarran Amendment					
362.19	0.00	0.00	0.00	0.00	\$362.19
1844-01 Tipton v. NDWR - PJR CV0024195					
0.00	2,682.35	40.90	0.00	0.00	\$2,723.25
<u>362.19</u>	<u>2,682.35</u>	<u>40.90</u>	<u>0.00</u>	<u>0.00</u>	<u>\$3,085.44</u>

(n/c) = No Charge
(AR) = Adjusted Rate, reduced at shareholder discretion
(Travel) = Travel rate per agreement
(DCT) = Docket, \$250.00 or less

Please include account number on check. Payment due 07/19/2026. A late charge of 0.75% per month - annual percentage rate 9% - will be charged on past due accounts.

Tab 3

August 24, 2026

Jeff Fontaine, Executive Director
Humboldt River Basin Water Authority
400 Bunker Hill Dr.
Carson City, Nevada, 89703

Sent by email: ccjfontaine@gmail.com

Re: Water Law Support

Dear Mr. Fontaine,

Thank you for selecting Leonard Law, PC (“the Firm”) to represent Humboldt River Basin Water Authority (“the Client”). This letter and the attached Schedule of Terms and Conditions (“Agreement”), along with the Client’s Agreement for Professional Service, which is expressly incorporated herein, contain the terms and conditions of our engagement (the “Engagement”). To the extent there is any conflict between the terms of this Engagement Agreement and the Client’s Agreement for Professional Services, this Engagement Agreement will control.

I. Scope of Engagement

The Engagement is for one year from the date this Agreement is signed by the Client and involves providing Client legal analysis of, and advice regarding, issues and developments that may arise in Nevada water law and policy, and the implications of such issues and developments for the Client, its member counties, and the residents of those counties. Services are anticipated to include, but not be limited to, the review and analysis of proposed State and/or Federal statutes, regulations, rules, and policy proposals that may affect Nevada water law or the management of Nevada water resources that are of concern to the Client and its member counties, legal analysis and advice on administrative activities such as open meeting law and public records act compliance and contracting, water applications and protests, and such other services normally and reasonably associated with this type of Agreement that the Firm is requested and able to provide and that are consistent with its ethical obligations.

II. Personnel

I will be principally responsible for and actively involved in the Engagement. Whenever appropriate, the Firm may use paralegals, contract attorneys and investigators in order to economically and efficiently maintain the high quality of the Firm’s legal representation.

III. Fees and Expenses

The rates for the Firm's services and other charges are set forth in the attached Schedule of Terms and Conditions. These rates reflect a discount from the Firm's standard rates. The time charges will be for all time actually expended. In addition to charges for legal services, Client will be responsible to reimburse the Firm for all costs incurred in performing services.

While the Firm may estimate fees to assist Client in planning, such estimates are subject to change and are not binding unless otherwise expressly stated in writing. For this Engagement, the Firm will waive any requirement for a retainer.

IV. Conflict Waivers and Related Matters.

Attorneys owe duties of loyalty and of confidentiality to their clients. It is unavoidable that, from time to time, conflicts of interest develop between or among the Firm's clients, or between clients, or former clients, and prospective clients the Firm wishes to represent. In these circumstances, the Firm is required to disclose the conflicts to its clients, former clients and prospective clients, consult with them and obtain the clients' or former clients' consents before the Firm may proceed.

A. Waiver For "Permitted Adverse Representations"

The Firm represents a broad base of clients on a variety of matters. Absent an effective conflict waiver, conflicts of interest may arise that could adversely affect Client's ability and the ability of other clients to choose the Firm as its counsel and preclude the Firm from representing Client or other clients in pending or future matters. Given that possibility, and desiring to be fair both to Client and other clients, this letter will confirm our mutual agreement that the Firm may represent other present or future clients on matters other than those for which it had been or is then engaged by Client, whether or not on a basis adverse to Client or any affiliate, including litigation, legal or other proceedings or matters so long as such is not prohibited by law or involves claims against Client in the same litigation or proceeding as the Engagement (referred to as "Permitted Adverse Representation"). Client agrees that it will not assert the Firm's representation of Client as a basis for disqualifying the Firm from representing another party in any Permitted Adverse Representation and agrees that any Permitted Adverse Representation does not constitute a breach of duty. Before taking on any new Permitted Adverse Representation, the Firm must first obtain client approval, which approval shall not be unreasonably withheld.

Based upon the disclosure of the names of persons and entities potentially involved in this matter, the Firm has not discovered any actual or potential conflict that requires further action before undertaking this representation. Please advise the Firm, at or before the time you return the signed copy of this Agreement, if you know of any other individuals or entities that may be involved in this matter. In addition, please inform the Firm at once if you learn in the future of other persons or entities who may be involved so it can make a conflict-of-interest search with respect to them.

During the course of the Engagement, the Firm and the Client shall cooperate to identify any potential conflicts of interest, and the Client may decide to retain alternate counsel to assist with matters for which it believes a conflict of interest exists.

B. Affiliates and Related Parties

Unless otherwise agreed to in writing, the Firm is only representing the Client named in this engagement letter and not the Client's relatives, affiliates, subsidiaries, partners, joint venturers, employees, directors, officers, shareholders, members, owners, agencies, departments, or divisions. Accordingly, the Firm may be adverse to these related parties or their legal interests, unless precluded by reason of the Rules of Professional Conduct. The Firm anticipates, however, that, in the course of its representation of the Client in this Engagement, it may provide information or advice to the Client's directors, officers or employees in their corporate capacities.

V. Other Terms.

The general terms and conditions of the Firm's representation are set forth in the attached schedule of General Terms and Conditions, which are incorporated into this Agreement by reference. If this Agreement is satisfactory, please confirm your acceptance by signing and returning it as soon as possible. If this Agreement does not accurately reflect your understanding of the terms of the Firm's engagement, please call me promptly so that we may discuss it further.

I very much appreciate the opportunity to working with Humboldt River Basin Water Authority in this matter and look forward to working with you.

Sincerely,



Debbie Leonard

DL/tt

**CLIENT'S AGREEMENT TO
TERMS AND CONDITIONS OF REPRESENTATION**
Water Law Support (our matter 10063-002)

I hereby acknowledge that I have had an adequate opportunity to review and understand the above **engagement letter and accompanying schedule of terms and conditions**, and that I am duly authorized by Humboldt River Basin Water Authority to bind it and execute this Agreement on its behalf. I further acknowledge that I have had the opportunity to consult with counsel of my own choosing prior to executing it. Therefore, on behalf of Humboldt River Basin Water Authority I agree to be legally bound by the terms, limitations and conditions, including without limitation the conflict waivers and dispute resolution procedures, set forth therein.

Date: _____, 2026

Humboldt River Basin Water Authority
By: Jeff Fontaine
Its: Executive Director

GENERAL TERMS AND CONDITIONS OF ENGAGEMENT

1. Engagement: Water Law Support

2. Hourly Rates For Personnel

Debbie Leonard (Attorney): \$400.00

Tricia Trevino (Paralegal): \$225.00

Fees not to exceed \$20,000.00 for the current fiscal year ending June 30, 2027. The Firm and Client will enter into annual extensions as needed.

3. Billing Increments: The Firm charges for time in minimum units of 1/10 hours.

4. Costs and Expenses.

In-office photocopying \$.25 per page

Mileage Current IRS Rate

Computerized legal research Pro rata share of Firm monthly cost based upon usage

5. Billing Statements; Carrying Charges. Billing statements will normally be rendered to Client on a monthly basis. Fees will generally be billed within thirty (30) days following the month in which the services are rendered, and disbursements and other charges will generally be billed within thirty (30) to sixty (60) days after they are incurred by the Firm. The Firm will also provide client a quarterly invoice, if requested. Payment for each quarter's work is due within 30 days of each quarterly meeting of Client's fiduciary and is not contingent upon the outcome or completion of a matter for which the firm has been engaged. The Firm does not extend credit to clients. If fees are not paid according to the schedule set forth herein, a carrying charge of 1.5% per month (subject to adjustment from time to time as indicated in the Firm's billing statements) may be assessed on the unpaid balance of the statement from the date of invoice. Payments will be accepted by cash, check, money order, bank draft, and wire transfer.

6. IOLTA Participation. The Firm will maintain and safeguard a trust account from which any interest earnings are forwarded to the IOLTA program run by the Nevada Law Foundation. Any interest earned on your trust fund balance will be forwarded to the program.

7. Rates Subject to Change. The rates on this schedule are subject to change on thirty (30) days written notice. If Client declines to pay any increased rates, the Firm reserve the right to withdraw.

8. No Guarantees. It is impossible to provide any promise or guarantee about the outcome of your representation. Nothing in this Agreement or any statements by the Firm's staff or attorneys

constitute a promise or guarantee. Any comments about the outcome of your matter are expressions of opinion only.

9. Communication. During the course of my representation, the Firm will endeavor to keep Client fully advised as to the status and progress of this matter and its recommendations as to an appropriate course of action in view of the facts, circumstances and issues involved. The Firm will send copies of all material documents generated in connection with its representation and asks that you call the Firm, at any time, should you wish to discuss the matter, invoices, or any other aspect of this representation. Client agrees that all means of communication are, to some degree, susceptible to misdirection, delay or interception, and E-mail, facsimile transmissions and cellular telephone communications present special risks of inadvertent disclosure. However, in order to maximize speed, efficiency, and convenience of these methods of communication in this matter, Client consents to the use of E-mail, cellular phones, and facsimile transmissions communications in representing Client in this matter.

10. Fees Disputes. Under Nevada law, Client has the right to request arbitration of any fee dispute before a committee selected by the State Bar known as a “fee dispute” committee. By signing this Agreement, and unless otherwise agreed in writing by Client and Firm or unless otherwise decided by a Nevada court of competent jurisdiction on a motion for the award of fees, any dispute about the amount or payment of legal fees or costs in this Engagement shall be submitted for final and binding arbitration before the Fee Dispute Committee of the State Bar of Nevada (“Bar Arbitration”). Such Bar Arbitration shall determine only the issue of the amount of fees and charges properly chargeable to Client, and such Bar Arbitration shall have no effect on any claims for affirmative relief based on alleged professional malpractice, errors or omissions, breach of contract, breach of fiduciary duty, fraud or violation of any statute, which such claims shall be solely determined in a binding arbitration proceeding by a retired judge or justice without regard to the result of any Bar Arbitration.

11. Records and File Retention. All records and files will be retained and disposed of in compliance with its policy in effect from time to time. Subject to future changes, it is the Firm’s current policy not to retain records for more than seven (7) years from the date the matter is closed. The Firm recommends that Client maintain its own files for reference. If Client has any questions concerning record retention, please contact the Firm.

12. Client Responsibilities. Client agrees to cooperate with the Firm, to keep the Firm informed of all developments material to the Engagement (especially communication to or from other legal counsel, material undertakings, and agreements), to communicate and disclose fully all relevant matters relating to the Firm’s Engagement, to abide by this Agreement, and to advise the Firm concerning any disputed fee or cost charged in this matter. The Firm will rely upon materials and matters provided and communicated by Client, its agents, and other representatives, as well as representations to the Firm that arise during the course of its representation of Client in this matter.

The Firm undertakes no obligation or duty of independent inquiry to confirm or verify such representations and matters. It is extremely important that Client provide the Firm with complete and accurate information on a timely basis since the Firm's representation, analysis and advice to Client will be based upon such information and could change if factual circumstances are different.

13. Termination. Client has a right at any time to terminate the Firm's services and representation upon written notice to the Firm. The Firm may also terminate its services upon written notice at any time for any reason. Client remains liable for all unpaid charges for services provided and expenses advanced or incurred prior to the date of termination or withdrawal. If Client does not meet its obligation of timely payments or deposits under this engagement letter, the Firm reserves the right to suspend services and/or withdraw from representation on that basis alone, subject to any required judicial, administrative, or other approvals. In the event of termination, Client agrees to take all steps necessary to free the Firm of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete the Firm's withdrawal. In addition, the Firm's representation will end at the earliest of (a) Client's termination of the Firm's representation; (b) the Firm's withdrawal or termination; or (c) unless the Firm is engaged to represent Client in other matters, upon substantial completion of the work on the Engagement whether or not the Firm sends Client a letter to confirm the termination of its representation. Unless subsequently re-engaged, the Firm undertakes no further responsibility to advise Client concerning developments that may impact its matter and the legal representation the Firm provided to Client. From time to time, the Firm may provide Client general topical information concerning recent legal developments as a courtesy. These communications do not create an attorney-client relationship nor consist of legal advice or an opinion on specific situations.

14. Miscellaneous. This Agreement is governed by Nevada law and sets forth the entire agreement for rendering professional services. It can be amended or modified only in writing. Each party signing this Agreement is jointly and severally responsible for all obligations due the Firm and represents that each has full authority to execute this Agreement so that it is binding. This Agreement may be signed in one or more counterparts and binds each party signing it whether or not any other proposed signatory ever executes it. The Firm is not advising Client with respect to this Agreement because it would have a conflict of interest in doing so. If Client wishes advice regarding this Agreement, Client should consult independent counsel of Client's choice.

**AGREEMENT BETWEEN
HUMBOLDT RIVER BASIN WATER AUTHORITY
AND LEONARD LAW, PC
FOR PROFESSIONAL SERVICES**

This is an Agreement made as of September 25, 2026 between the Humboldt River Basin Water Authority (AUTHORITY) and Leonard Law, PC and attorney Debbie Leonard (collectively, Independent Contractor). Concurrently herewith, AUTHORITY and Independent Contractor (collectively, the Parties) have also entered a separate Engagement Agreement for legal services, which is expressly incorporated herein. To the extent there is any conflict between the terms of the Engagement Agreement and this Agreement for Professional Services, the Engagement Agreement will control. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Engagement Agreement.

SECTION 1 - ASSIGNMENT

1.1. AUTHORITY wishes the Independent Contractor to perform certain professional services (as set forth in Section I and the Engagement Agreement) for a professional fee (as set forth in Section III and the Engagement Agreement) in connection with administrative assistance to the AUTHORITY'S Executive Director (EXECUTIVE DIRECTOR) and the AUTHORITY in the capacity as Independent Contractor of the AUTHORITY (the "Assignment").

SECTION 2 - BASIC SERVICES OF INDEPENDENT CONTRACTOR

2.1. To provide the AUTHORITY legal analysis of, and advice regarding, issues and developments that may arise in Nevada water law and policy, and the implications of such issues and developments for the Client, its member counties, and the residents of those counties. Services are anticipated to include, but not be limited to, the review and analysis of proposed State and/or Federal statutes, regulations, rules, and policy proposals that may affect Nevada water law or the management of Nevada water resources that are of concern to the AUTHORITY and its member counties, legal analysis and advice on administrative activities such as open meeting law and public records act compliance and contracting, water applications and protests, and such other services normally and reasonably associated with this type of Agreement that the Firm is requested and able to provide and that are consistent with its ethical obligations.

2.2 The scope of services, duties, and responsibilities of the Independent Contractor will be described in each Task Order Addendum to be submitted to Independent Contractor by the Executive Director of the AUTHORITY during the term of this Agreement.

2.3. The AUTHORITY recognizes and accepts that the Independent Contractor reserves the right and authority, in the event of a conflict of interest and upon appropriate consultation with the EXECUTIVE DIRECTOR and the AUTHORITY, to restrict the scope of duties or terminate the Engagement at Independent Contractor's discretion, to resolve the conflict.

SECTION 3 - AUTHORITY'S RESPONSIBILITIES

AUTHORITY shall:

3.1. Provide all criteria and full information as to AUTHORITY'S requirements and designate a person - EXECUTIVE DIRECTOR - with authority to act on AUTHORITY'S behalf on all matters concerning the Assignment.

3.2. Furnish to the Independent Contractor all existing records, filing, billing, agendas, minutes, studies, reports and other available data and services of others pertinent to the Assignment, and obtain additional records, reports and data as required; and the Independent Contractor shall be entitled to rely upon all such information and services in performing services hereunder.

SECTION 4 - PERIOD OF SERVICE

4.1. The period of service wherein the Independent Contractor is authorized to provide the services described shall be September 25, 2026 through September 24, 2027 unless extended in writing by mutual consent of the EXECUTIVE DIRECTOR and the Independent Contractor after a request for such an extension has been submitted to and approved by the AUTHORITY.

SECTION 5 – PAYMENT

5.1 AUTHORITY agrees to pay Independent Contractor hourly rates for personnel with regard to the Scope of Services outlined in Section 2, plus costs and expenses as outlined in the General Terms and Conditions of the Engagement Agreement. Total fees for the term of this contract shall not exceed \$20,000.

5.2 If AUTHORITY fails to make any payment due the Independent Contractor for services and expenses within thirty-days after AUTHORITY approval of the Independent Contractor's bill, the amount due the Independent Contractor may include a charge at the rate of 1.5 percent per month from said thirtieth day and, in addition, the Independent Contractor, may, after giving seven day's written notice to the EXECUTIVE DIRECTOR and the AUTHORITY, suspend services under this Agreement until the Independent Contractor has been paid in full all amounts due for services and expenses.

SECTION 6 - MISCELLANEOUS

6.1. The obligation to provide services under this Agreement may be terminated (a) by the EXECUTIVE DIRECTOR and/or the AUTHORITY for any reason upon thirty days' written notice to the Independent Contractor, and (b) by the Independent Contractor for any reason upon thirty days' written notice to the EXECUTIVE DIRECTOR and the AUTHORITY, unless Independent Contractor learns of a conflict or ethical obligation that requires immediate termination, which shall be determined in the Independent Contractor's discretion. In the event of any termination, the Independent Contractor will be paid for all services rendered to the date of termination, all reimbursable expenses, and termination expenses.

6.2. AUTHORITY and the Independent Contractor, and the respective partners, successors, executors, administrators, assigns and legal representatives of each, are bound by this Agreement to the other party to this Agreement and to the partners, successors, administrators, assigns, and legal representatives of such other party in respect of all covenants, agreements, and obligations of this Agreement.

6.3. Nothing herein shall be construed to give any rights or benefits *hereunder* to anyone other than AUTHORITY and the Independent Contractor.

6.4. If legal action is brought between the parties with respect to this Agreement, both parties agree to bear their own attorney's fees and costs of suit incurred in such action and not to seek reimbursement from the other party.

6.5. Both parties agree to hold each other harmless from and against all claims other than those based upon the failure to provide benefits as described in this agreement.

6.6. This Agreement (consisting of 5 pages) and the Engagement Agreement together constitute the entire Agreement between AUTHORITY and the Independent Contractor and supersedes all prior written or oral understandings between them in respect of the subject matter covered hereby. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed written instrument.

6.7 Unless otherwise provided by law, any work product produced by the Independent Contractor under this contract is the property of the AUTHORITY and may be distributed, reproduced or used under permission of the AUTHORITY.

SECTION 7 - INDEPENDENT CONTRACTOR

7.1. Leonard Law, PC (Debbie Leonard, attorney) is a contractor who is associated with the AUTHORITY only for the purposes and to the extent specified in this Agreement and the Engagement Agreement, and in respect to performance of the contracted services pursuant to this Agreement and the Engagement Agreement, Independent Contractor is

and shall be an independent contractor and, subject only to the terms of this Agreement and the Engagement Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the AUTHORITY whatsoever with respect to the indebtedness, liabilities, and obligations of Independent Contractor or any other party. Independent Contractor shall be solely responsible for, and the AUTHORITY shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or **fees**; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the AUTHORITY; (4) participation of contributions by either contractor or the AUTHORITY to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the AUTHORITY. Independent Contractor shall indemnify and hold AUTHORITY harmless from, and defend AUTHORITY against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Independent Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the AUTHORITY. The AUTHORITY and contractor shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the AGREEMENT to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), contractor represents as follows:

	Contractor's initials	
	YES	NO
1. Does the AUTHORITY have the right to require control of when, where and how the independent contractor is to work?	_____	DL
2. Will the AUTHORITY be providing training to the independent contractor?	_____	DL
3. Will the AUTHORITY be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?	_____	DL (however, travel expenses are reimbursable)
4. Are any of the workers who assist the independent		

contractor in performance of his/her duties employees
of the AUTHORITY?

_____ DL

5. *Does* the arrangement with the independent
contractor contemplate continuing or recurring work
(even if the services are seasonal, part-time, or of
short duration)?

_____ DL

6. Will the AUTHORITY incur an employment liability
if the independent contractor is terminated for failure
to perform?

_____ DL

7. Is the independent contractor restricted from offering
his/her services to the general public while engaged in
this work relationship with the AUTHORITY?

_____ DL

IN WITNESS WHEREOF, the parties hereto have made and executed this
Agreement as of the day and year first above written.

HUMBOLDT RIVER BASIN
WATER AUTHORITY

INDEPENDENT CONTRACTOR

Executive Director

Leonard Law, PC
Debbie Leonard, President

DEBBIE LEONARD

Leonard Law, PC • 955 S. Virginia Street, Suite 220 • Reno, Nevada 89502
775-964-4656 (o) • debbie@leonardlawpc.com • <https://leonardlawpc.com/>

SUMMARY: Accomplished lawyer dedicated to providing clients with sound legal advice, thoughtful analysis, and effective advocacy to address real property, water and natural resource issues.

EDUCATION

BERKELEY LAW, UNIVERSITY OF CALIFORNIA, BERKELEY (FORMERLY BOALT HALL)

Juris Doctor with Certificate in Environmental Law (2002)

Activities: ECOLOGY LAW QUARTERLY, Associate Editor (8/00-5/02); Member (8/99-5/02)

Awards: Jurisprudence Award, Water Law
Prosser Award, Secured Real Estate Transactions
Winner, 2002 Landis Writing Award in Water Law
Honorable Mention, 2002 Doolin Sovereignty Symposium writing competition

UNIVERSITY OF CALIFORNIA, SANTA CRUZ

M.A. Education, June 1997

California Secondary Teaching Credential in Science

UNIVERSITY OF WISCONSIN, MADISON

B.A. Zoology (Honors), May 1991

Class Standing: 64/3274, GPA: 3.887

Member, Phi Beta Kappa Honor Society

Honors thesis: *Production Potential of Cutthroat Trout in Two Streams on the Olympic Peninsula*

ADMITTED TO PRACTICE LAW: Nevada 2002, California 2003

AREAS OF EXPERIENCE

- Water adjudications
- Water rights permitting and compliance
- Water and real property purchase, sale and leasing
- Water permit extensions and cancellations
- Protests to water appropriations
- Reclaimed water projects
- Trans-boundary water conflicts
- Conjunctive management
- Easements, rights of way, ditch rights
- Trespass and property disputes
- Mineral interests and split estates
- Forfeiture and abandonment
- Water rights interference and curtailment actions
- Federal reserved rights
- Interbasin transfers
- Public trust doctrine
- Quiet title and condemnation
- Contract and deed disputes
- Geothermal, solar and wind facilities and power purchase agreements
- Open Meeting Law and Public Records Act
- Public lands and land grants
- Groundwater management planning

LEGAL EXPERIENCE

ATTORNEY, LEONARD LAW, PC, RENO, NEVADA (6/19 - present)

- Lawyer with solo law practice focused primarily in the areas of natural resource, land and water law.
- Represent private sector and public agency clients in federal and state courts and in regulatory and administrative proceedings in California and Nevada.
- Represent general improvement district in negotiations and implementation of regional reclaimed water projects involving governmental, tribal, and industrial stakeholders.
- Provide analysis and policy advice regarding existing legal frameworks for water resources management and potential legislative and legal tools for solving disputes and overcoming obstacles.
- Negotiate and draft water and other real property conveyances, assignments, easements, and contracts.
- Provided legal analysis regarding groundwater retirement and conservation easements to address aquifer depletion, surface water interference, and impacts to groundwater-dependent ecosystems presented to Nevada Legislature's Interim Natural Resources Committee (May 2024).
- Successful Nevada Supreme Court published opinions in the area of water resources, including: *Diamond Natural Resources Protection & Conservation Assoc., et al. v. Diamond Valley Ranch, et al.*, 511 P.3d 1003 (Nev. 2022) (upholding a first-of-its-kind, stakeholder-crafted groundwater management plan that varied from prior appropriation doctrine); and *Sierra Pacific Industries v. Nevada State Engineer*, 440 P.3d 37 (2019) (invoking anti-speculation doctrine to reject extensions of time granted by the State Engineer to perfect water rights permits).

MEDIATOR, ARBITRATOR, AND NEVADA SUPREME COURT SETTLEMENT JUDGE (1/13-present)

- Serve as a mediator and court-appointed settlement judge, mediating bilateral and multi-party conflicts to help parties negotiate mutually agreeable solutions. Cases assigned by court relate primarily to real property, water and natural resources disputes but also contract actions.
- Use a combination of evaluative and facilitative techniques, as appropriate, to guide negotiations, address varied perspectives, and overcome cultural and other differences to achieve lasting resolutions to conflicts.
- Evaluate and discuss technical data and scientific information to understand contribution of environmental conditions to the parties' interests and needs in natural resource disputes.
- Identify and shed light on shared interests and commonalities among disputing parties to strengthen dialogue, improve communication, and achieve better buy-in from stakeholders.

ATTORNEY, McDONALD CARANO LLP, RENO, NEVADA (Associate 10/03-12/09, Partner 1/10-5/19)

Practiced primarily in the areas of appellate, natural resource, land, water and administrative law. Advised and litigated on behalf of public entity and private sector clients. Co-chaired Appellate Practice Group.

JUDICIAL CLERK, THE HONORABLE DAVID W. HAGEN, UNITED STATES DISTRICT COURT, DISTRICT OF NEVADA, RENO, NEVADA (9/02-9/03)

Prepared memoranda to aid judge in disposition of civil and criminal cases. Assisted judge during trials and evidentiary hearings.

RESEARCH ASSISTANT, DEAN JOHN P. DWYER, BERKELEY LAW (BOALT HALL) (1/01-2/02)

Researched, supplemented, updated cases, and edited a manuscript of Environmental Law and Policy textbook. Researched and drafted legal memoranda on Clean Water Act issues.

SUMMER ASSOCIATE, WOODBURN AND WEDGE, RENO, NEVADA (5/00-8/00; 5/01-8/01)

Researched and drafted memoranda and motions primarily in water law.

LAW CLERK, SHUTE, MIHALY & WEINBERGER LLP, SAN FRANCISCO, CA (8/00-12/00)

Researched and drafted legal memoranda on land use, public agency and municipal law, water quality, and air quality issues. Assisted with document review and other discovery matters.

SCIENCE EXPERIENCE

FISHERIES BIOLOGIST, NATIONAL MARINE FISHERIES SERVICE, JUNEAU, ALASKA (2/92-9/93)

- Performed field sampling in ongoing studies of petroleum contamination from Exxon Valdez oil spill and in anadromous fish genetics research.
- Prepared tissue and sediment samples for chemical analysis.
- Researched marine organisms as biological indicators of pollution.
- Edited manuscripts and grant proposals.

FISHERIES TECHNICIAN, UNITED STATES FOREST SERVICE, QUINALT, WASHINGTON (6/90-5/91)

- Performed stream surveys to assess salmonid habitat condition and availability.
- Snorkeled streams to perform fish population estimates.
- Performed feasibility study on potential stocking project for cutthroat trout.

RESEARCH TECHNICIAN, LIMNOLOGY LABORATORY, UNIVERSITY OF WISCONSIN, MADISON (5/89-8/89)

- Performed lake sampling for water quality parameters and plankton population assessment.
- Analyzed samples in lab and quantified population densities.

TEACHING EXPERIENCE

SCIENCE TEACHER

MISSION HILL JUNIOR HIGH SCHOOL, SANTA CRUZ, CALIFORNIA (12/98-6/99);

DELTA SCHOOL, SANTA CRUZ, CALIFORNIA (9/97-8/98)

- Developed and implemented science curricula that included laboratory and field classes for middle and high school students.
- Using multi-modal lessons, taught linguistically, culturally, and socio-economically diverse students life and physical sciences.
- Contributed to program development and curriculum oversight.
- Cultivated relationships with parents and guardians to maximize student success.

TEACHING ASSISTANT, BIOLOGY DEPARTMENT, UNIVERSITY OF CALIFORNIA, SANTA CRUZ (9/95-6/97)

- Taught discussion sections in Introductory Biology, Microbiology, and Physiology courses to support and clarify lecture content and curriculum to college students.
- Taught lectures when professors were absent.
- Tutored students in scientific writing protocols and procedures.
- Evaluated and graded course papers.

NATURALIST

SAN LORENZO VALLEY SCHOOL DISTRICT, FELTON, CA (8/94-8/95)

HIDDEN VILLA ENVIRONMENTAL ED PROGRAM, LOS ALTOS HILLS, CA (9/93-6/94)

- Taught field classes in botany, horticulture, ecology, and zoology, focusing on sustainable agriculture and food systems, forest and soil health, and water conservation to inner-city elementary school students.
- Developed and implemented riparian restoration project.
- Tended gardens and cared for farm animals.

PRESENTATIONS

WATER AND NATURAL RESOURCES

- *Cold Springs Basin Adjudication Process*, Nevada Water Resources Association Conference (January 2023)
- *Sustainable Groundwater Management in Diamond Valley, Nevada*, University of Nevada-Reno (October 2022)
- *Strategies to Resolve Basin-Wide Water Conflicts*, Nevada Water Law Conference, Reno (November 2017)
- *Freeing Up Water for Economic Growth and Development: Water Conservation and the Anti-Speculation Doctrine*, Conference on Water Resource Management and the Law in Nevada, Reno, Nevada (May 2016)
- *Water Law Update*, State Bar of Nevada, Reno, Nevada (February 2014)
- *Hot Topics in Water Law*, State Bar of Nevada, Reno, Nevada (November 2012)
- *Carbon Cap and Trade*, Rotary Club, Reno, Nevada (September 2009)
- *Nevada Water Law Basics*, Reno, Nevada (December 2007)

LEGAL PRACTICE, PROCEDURE, AND DISPOSITIONS

- *Review of Nevada Appellate Courts Civil Law Opinions*, Nevada District Judges Seminar (April 2024)
- *Review of Nevada Appellate Courts Civil Law Opinions*, Nevada District Judges Seminar (April 2023)
- *Review of Nevada Appellate Courts Civil Law Opinions*, Nevada Judicial Summit (May 2022)
- *Review of Nevada Appellate Courts Civil Law Opinions*, Nevada District Judges Conference (April 2021)
- *Nevada's New Appellate Landscape*, State Bar of Nevada, Las Vegas, Nevada (December 2015)
- *Everything You Need To Know About The Court of Appeals*, Washoe County Bar Association, Reno, Nevada (February 2015)
- *Trust and Estate Appeals In The Court of Appeals And Beyond*, Washoe County Probate Bar Association, Reno, Nevada (January 2015)
- *The Court of Appeals*, Nevada First Judicial District Bar Association, Carson City, Nevada (February 2015)
- *Advanced Topics in the Practice of Appellate Law*, Washoe County Bar Association, Reno, Nevada (April 2014)

MEDIATION AND CONFLICT RESOLUTION

- *Effective Communication & Conflict Resolution*, University of Nevada's Career Explorations: Women in STEM Series (2021)
- *Mediating Conservation Disputes*, California Land Conservation Conference, Los Angeles, California (March 2016)
- *Mediating Conservation Disputes*, Land Trust Alliance Rally, Sacramento, California (October 2015)
- *Mediating Conservation Disputes*, Land Trust Alliance Rally, Providence, Rhode Island (Sept. 2014)

ADDITIONAL TRAINING

WATER AND NATURAL RESOURCES LAW TRAINING:

- Western Agriculture and Environmental Law Conference, National Agricultural Law Center (2024)
- Nevada Water Resources Association Annual Conference (2022)
- 37th Water Law Conference, ABA Section of Energy Environment and Resources (2019)
- Nevada Water Law Conference, CLE International (2017)
- Water Law Bills from 2017 Nevada Legislature (2017)
- Water Resources Management, Science and the Law, Law Seminars International (2016)
- California Land Conservation Conference, California Council of Land Trusts (2016)
- National Land Conservation Conference, Land Trust Alliance (2015)
- Environmental and Natural Resources Law Update, State Bar of Nevada (2014)
- National Land Conservation Conference, Land Trust Alliance (2014)
- Ethics Issues Arising From Environmental and Natural Resources Issues (2014)
- National Land Conservation Conference, Land Trust Alliance (2012)
- Hot Topics in Environmental and Natural Resources, State Bar of Nevada (2012)
- National Environmental Policy Act, Rocky Mountain Mineral Law Foundation (2010)
- Nevada Water Law, CLE International (2009)
- Nevada Water Law Super Conference (2008)
- Renewable Energy in the Pacific Northwest, Law Seminars International (2007)
- Watershed Planning Using the EPA Draft Handbook, Lorman Education Services (2007)
- Litigating Takings, Georgetown University (2007)
- 22nd Water Law Conference, ABA Section of Energy Environment and Resources (2004)
- Colorado River Super Conference, CLE International (2004)

MEDIATION TRAINING:

- Preparation, Stakeholders, Malpractice, and Agreements: Issues All Professional Mediators Will Encounter, Nevada Supreme Court (2024)
- Settlement Judge and Senior Judge Workshop, Nevada Appellate Courts Distance Education (2023)
- Online or In-Person, Psychological Insights for Supreme Court Settlement Judges (2022)
- Advanced Mediation Theory and Practice: A Deep Dive into Interests, Ethics, and Interventions, Nevada Dispute Resolution Coalition in collaboration with Pepperdine Caruso School of Law, Straus Institute for Dispute Resolution (2022)
- Overview of Common Procedural Issues for Settlement Judges, Nevada Supreme Court Settlement Judge Training (2022)
- Joint Sessions vs. Caucuses, Nevada Supreme Court Settlement Judge Training (2022)
- Using an Online Platform to Conduct Mediations, Nevada Supreme Court Settlement Judge Training (2020)
- Appellate Mediation: Tips, Tactics & Techniques, Nevada Supreme Court Settlement Judge Training (2020)
- The Pre-mediation Process, Nevada Supreme Court Settlement Judge Training (2018)
- Impasse and Ethics, Nevada Supreme Court Settlement Judge Training (2018)
- Mediation Techniques for Judges, Mediators and Lawyers, Ninth Circuit Judicial Conference (2017)
- ADR Workshop on Conducting Settlement Conferences, Ninth Circuit Judicial Conference (2017)
- Techniques & Best Practices in Civil Mediation at the Appellate Level, Nevada Supreme Court Settlement Judge Training (2016)
- Impacts of Cognitive Biases in Mediation, State Bar of California (2016)
- Mediation Techniques for Judges, Mediators and Lawyers, Ninth Circuit Judicial Conference (2016)

- First Offers and Counteroffers, American Bar Association (2016)
- Solutions for Common Ethics Issues in ADR, American Bar Association (2015)
- Procedural & Ethical Issues in Mediation for Nevada Supreme Court Settlement Judges (2013)
- Do's and Don'ts of Ethical Conduct at a Mediation, State Bar of Nevada (2012)
- Advanced Mediation Training, United States District Court, District of Idaho ADR Program (2012)
- 40-Hour Mediation Training, American Arbitration Association, San Diego, California (2011)
- Introductory Mediation Training, Berkeley Law, University of California, Berkeley, Boalt Hall (2002)

PUBLICATIONS

BOOKS

Lead Editor, Nevada Appellate Practice Manual (2016, 2018 and 2021 editions)

LAW REVIEW ARTICLES

- *Doctrinal Uncertainty in the Law of Federal Reserved Water Rights: The Potential Impact on Renewable Energy Development*, 50 NAT. RES. J. 612 (2011)
Cited in Petition for Writ of Certiorari to United States Supreme Court, *Coachella Valley Water Dist. v. Agua Caliente Band of Cahuilla Indians* (2017)
- *Beyond Reserved Rights: Tribal Control Over Groundwater Resources in a Cold Winters Climate*, 28 COLUM. J. ENVTL. L. 326 (2003)
Cited in Petition for Writ of Certiorari to United States Supreme Court, *Coachella Valley Water Dist. v. Agua Caliente Band of Cahuilla Indians* (2017)
- In Brief: *Arizona Supreme Court Designates Reservations as Permanent Homelands and Adopts a Balancing Approach to Quantifying Reserved Rights*, 29 ECOLOGY L.Q. 449 (2002)
- Note: *Pronsolino v. Marcus*, 28 ECOLOGY L.Q. 327 (2001) (analyzing Clean Water Act TMDL implementation and enforcement)

WESTERN WATER LAW & POLICY REPORTER ARTICLES

- *Nevada District Court Vacates State Engineer's "Superbasin" Order* - Western Water Law & Policy Reporter (May 2022)
- *Nevada State Engineer Amends Procedures for Managing Groundwater Appropriations to Protect Devils Hole Pupfish* - Western Water Law & Policy Reporter (March 2022)
- *Nevada State Engineer Establishes Interim Procedures for Managing Groundwater Appropriations to Prevent Capture of Humboldt River Water and Conflicts with Surface Water Users* - Western Water Law & Policy Reporter (January 2022)
- *U.S. Bureau of Reclamation Declares First-Ever Water Shortage for the Colorado River, Mandating Reduced Deliveries to the States of Arizona, Nevada and to Mexico* - Western Water Law & Policy Reporter (October 2021)
- *Upon Petition of Chief Justice Hardesty, the Nevada Supreme Court Establishes a Commission to Study Water Rights Cases and Determine if a Water Court System is Advisable* - Western Water Law & Policy Reporter (May 2021)
- *Nevada Supreme Court Upholds the State Engineer's Prohibition on Domestic Well Drilling in Pahrump Basin* - Western Water Law & Policy Reporter (March 2021)
- *Nevada Legislation Update: Water-Related Bills on Tap for 2021 Legislative Session*, Western Water Law & Policy Reporter (December 2020)
- *Nevada Supreme Court Answers Certified Questions from the Ninth Circuit Court of Appeals Regarding the State's Public Trust Doctrine*, Western Water Law & Policy Reporter (October 2020)

- *Nevada State Engineer Engages In Proposed Major Rulemaking Effort*, Western Water Law & Policy Reporter (July 2020)
- *Southern Nevada Water Authority Does Not Appeal Denial of Groundwater Applications for Las Vegas Pipeline*, Western Water Law & Policy Reporter (May 2020)
- *Nevada State District Court Orders the Denial of Southern Nevada Water Authority's Groundwater Applications for Las Vegas Pipeline*, Western Water Law & Policy Reporter (April 2020)
- *Nevada State Engineer Uses Modern-Day Technology to Determine Historical Water Duties in Adjudications*, Western Water Law & Policy Reporter (March 2020)
- *Groundwater-Surface Water Conflicts in Nevada's Humboldt River Basin Prompt Litigation and a Large-Scale Hydrogeologic Modeling Effort*, Western Water Law & Policy Reporter (Feb. 2020)
- *One Nevada County Proposed the Novel Idea of Exporting Excess Floodwaters*, Western Water Law & Policy Reporter (Dec. 2019)
- *Nevada Supreme Court May Continue to Exercise Equitable Powers Over Water Rights Matters*, Western Water Law & Policy Reporter (Oct. 2019)
- *Water Purchased by Walker River Basin Restoration Program in 2010 Finally Reaches Walker Lake After Years of Court Delays*, Western Water Law & Policy Reporter (Sept. 2019)
- *Nevada State Engineer Approves Long-Sought Water Permits for Molybdenum Mine by Allowing Mitigation of Conflict With Existing Rights*, Western Water Law & Policy Reporter (July 2019)
- *Nevada Supreme Court Follows Colorado's Lead Regarding Anti-Speculation Doctrine*, Western Water Law & Policy Reporter (June 2019)
- *Banner Year Snowpack Does Not Necessarily Yield Reservoir Storage in Nevada*, Western Water Law & Policy Reporter (May 2019)
- *Nevada State Engineer Issues Order to Conjunctively Manage Surface Water and Groundwater Within Sizeable Area of Southern Nevada*, Western Water Law & Policy Reporter (March 2019)
- *Nevada State Engineer Approves First-of-its-Kind Groundwater Management Plan*, Western Water Law & Policy Reporter (February 2019)
- *Nevada State Court Reverses Nevada State Engineer's Prohibition on Domestic Well Drilling in Pahrump Basin*, Western Water Law & Policy Reporter (January 2019)
- *Nevada State Engineer Denies Southern Nevada Water Authority's Groundwater Applications for Las Vegas Pipeline*, Western Water Law & Policy Reporter (October 2018)
- *Nevada Supreme Court Accepts Certified Question from the Ninth Circuit Regarding Application of Public Trust Doctrine to Adjudicated Water Rights*, Western Water Law & Policy Reporter (August/Sept. 2018)

OTHER PUBLICATIONS

- *Appellate Briefs* column, The Writ, Washoe County Bar Ass'n (Dec. 2013–present, bi-monthly)
- *State Groundwater Management and Federal Reserved Rights: What's Next?*, ABA Water Resources Committee Newsletter (co-authored 2018)
- *Can You Get Appellate Review In The Middle Of Your Case?*, Nevada Business Magazine (co-authored November 2016)
- *Taking The Mystery Out Of Writ Practice*, Nevada Lawyer Magazine (co-authored March 2016)
- *Court Clarifies Realty Agent Responsibility*, Northern Nevada Business Weekly (September 24, 2012)
- *Unresolved Water Law Issues Should Encourage Engineering Innovation in Renewables*, Power Engineering Magazine, Vol. 115, No. 11 (November 2011)
- *Legal Tools to Protect Access to Solar and Wind Resources*, Nevada Lawyer (July 2009)
- *Does Cap and Trade Lie Ahead for Nevada?*, Northern Nevada Business Weekly (June 1, 2009)
- *Economic Benefits of a Rideable Truckee Meadows*, Reno Gazette Journal (2005)
- *Water Issues on Tap for Legislative Session*, Northern Nevada Business Weekly (January 17, 2005)
- *Workplace Chemical Rules Get a New Look*, Northern Nevada Business Weekly (July 26, 2004)

OTHER LEADERSHIP AND SERVICE

- Member, Commission on Nevada Rules of Appellate Procedure (2021-2024)
- Volunteer Mediator and Arbitrator, Nevada State Bar Fee Dispute Panel (2011-2023)
- Lawyer Representative, United States District Court- Nevada (2015-2018)
- Chair, Nevada State Bar Appellate Litigation Section (2013-2014)

AWARDS AND RECOGNITION

- Martindale Hubbell AV® Preeminent™ Peer Review Rated
- Ranked by Best Lawyers and *U.S. News & World Report* “Best Law Firms,” tier 1 and metropolitan rankings
- Named One of Northern Nevada’s Top Attorneys (2020, 2021)
- Reno-Tahoe Top Twenty Under 40 award (2008)
- Northern Nevada Woman of Achievement (2005)

LANGUAGES SPOKEN

- English (fluent)
- Spanish (limited working proficiency – reading, writing, speaking)
 - Spanish Language School
 - Quetzaltenango, Guatemala (August 1998)
 - Dominical, Costa Rica (August 2002)
 - Spanish Language Classes
 - University of California, Santa Cruz (1995-1997)
 - Cabrillo College, Aptos, California (1998)
 - The Language Connection, Reno, Nevada (2003-2009)

Tab 4

**AGREEMENT BETWEEN
HUMBOLDT RIVER BASIN WATER AUTHORITY
AND ARC DOME
STRATEGIES FOR
PROFESSIONAL SERVICES**

This is an Agreement made as of September 25, 2026 between the Humboldt River Basin Water Authority (AUTHORITY) and Arc Dome Strategies (INDEPENDENT CONTRACTOR).

SECTION 1 - ASSIGNMENT

1.1. AUTHORITY wishes Arc Dome Strategies to perform certain professional services (as set forth in Section 2) for a professional fee (as set forth in Section 5) in connection with legislative affairs and assistance to the AUTHORITY'S Executive Director (EXECUTIVE DIRECTOR) and the AUTHORITY.

SECTION 2 - BASIC SERVICES OF EXECUTIVE ASSISTANT

2.1. The EXECUTIVE ASSISTANT shall monitor bills and attend legislative hearings and meetings that are of interest to the AUTHORITY and represent the Authority in meetings and official hearings with legislators and other stakeholders on matters of interest during the 84th (2027) Legislative Session according to specific direction of the EXECUTIVE DIRECTOR.

2.2. The AUTHORITY recognizes and accepts that Arc Dome Strategies reserves the right and authority, in the event of a conflict of interest and upon appropriate consultation with the EXECUTIVE DIRECTOR, to restrict her scope of duties to resolve the conflict.

SECTION 3 - AUTHORITY'S RESPONSIBILITIES

AUTHORITY shall:

3.1. Provide all criteria and full information as to AUTHORITY'S requirements and designate a person - EXECUTIVE DIRECTOR - with authority to act on AUTHORITY'S behalf on all matters concerning the Assignment.

3.2. Furnish to Arc Dome Strategies studies, reports and other available data pertinent to the Assignment.

SECTION 4 - PERIOD OF SERVICE

4.1. The period of service wherein Arc Dome Strategies is authorized to provide the services described shall be February 1, 2027 through May 31, 2027 and may be extended in writing by mutual consent of the EXECUTIVE DIRECTOR and Arc Dome Strategies in the event there is 2027 Special Legislative Session.

SECTION 5 - PAYMENT

5.1. AUTHORITY agrees to reimburse Arc Dome Strategies a sum not to exceed \$2,500.00 for each 30 days of satisfactory work with regard to the Scope of Services outlined in Section 2.

5.2. Arc Dome Strategies shall submit a monthly report of services rendered.

5.3. Arc Dome Strategies' above charges are on the basis of prompt payment of bills rendered and continuous progress of work in accordance with the Scope of Services.

SECTION 6 - MISCELLANEOUS

6.1. The obligation to provide services under this Agreement may be terminated (a) by the EXECUTIVE DIRECTOR and/or the AUTHORITY for any reason upon thirty days' written notice to Arc Dome Strategies, and (b) by Arc Dome Strategies for any reason upon thirty days' written notice to the EXECUTIVE DIRECTOR and the AUTHORITY. In the event of any termination, Arc Dome Strategies will be paid for all services rendered to the date of Termination on a prorated basis.

6.2. AUTHORITY and Arc Dome Strategies, and the respective partners, successors, executors, administrators, assigns and legal representatives of each are bound by this Agreement to the other party to this Agreement and to the partners, successors, administrators, assigns, and legal representatives of such other party in respect of all covenants, agreements, and obligations of this Agreement.

6.3. Nothing herein shall be construed to give any rights or benefits *hereunder* to anyone other than AUTHORITY and Arc Dome Strategies.

6.4. If legal action is brought between the parties with respect to this Agreement, both parties agree to bear their own attorney's fees and costs of suit incurred in such action and not to seek reimbursement from the other party.

6.5. Both parties agree to hold each other harmless from and against all claims other than those based upon the failure to provide benefits as described in this agreement.

6.5. This Agreement (consisting of 4 pages) constitutes the entire Agreement between AUTHORITY and the Arc Dome Strategies and supersedes all prior written or oral understandings between them in respect of the subject matter covered hereby. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed written instrument.

6.6 Any work product produced by Arc Dome Strategies under this contract is the property of the AUTHORITY and may be distributed, reproduced or used under permission of the AUTHORITY.

SECTION 7 - INDEPENDENT CONTRACTOR

7. 1 Arc Dome Strategies is a contractor who is associated with the AUTHORITY only for the purposes and to the extent specified in this Agreement, and in respect to performance of the contracted services pursuant to this Agreement, contractor is and shall be an independent contractor and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the AUTHORITY whatsoever with respect to the indebtedness, liabilities, and obligations of contractor or any other party. Contractor shall be solely responsible for, and the AUTHORITY shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or **fees**; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the AUTHORITY; (4) participation of contributions by either contractor or the AUTHORITY to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the AUTHORITY. Contractor shall indemnify and hold AUTHORITY harmless from, and defend AUTHORITY against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the AUTHORITY. The AUTHORITY and contractor shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the AGREEMENT to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), contractor represents as follows:

	Contractor's initials	
	YES	NO
1. Does the AUTHORITY have the right to require control of when, where and how the independent contractor is to work?	_____	_____
2. Will the AUTHORITY be providing training to the independent contractor?	_____	_____
3. Will the AUTHORITY be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?	_____	_____
4. Are any of the workers who assist the independent contractor in performance of his/her duties employees of the AUTHORITY?	_____	_____

5. Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)?

6. Will the AUTHORITY incur an employment liability if the independent contractor is terminated for failure to perform?

7. Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the AUTHORITY?

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

HUMBOLDT RIVER BASIN
WATER AUTHORITY

ARC DOME
STRATEGIES

Executive Director

Caleb S. Cage, President

WHO WE ARE

Arc Dome Strategies is built upon over two decades of public sector leadership in a diverse number of fields and policy areas.



Arc Dome Strategies was founded by [Caleb Cage](#) in 2022. ADS brings Cage's two decades of public sector leadership in a diverse number of fields and policy areas to develop strategies that lead directly to improving outcomes and accomplishing organizational goals. Although formed in Nevada, Arc Dome Strategies serves public and private entities in-state and around the country.

Cage's experience includes organizational leadership, policy development and implementation, systems thinking and improving, and crisis management. Following his military service, Cage has worked in the areas of veterans and military affairs, education and workforce development, and emergency management and homeland security. He has led collaborative efforts resulting in strategic initiatives, collaborative partnerships, and comprehensive legislative reforms, all outcomes and relationships that Cage brings to his clients through ADS.

Arc Dome Strategies is named after the namesake peak of the Arc Dome Wilderness. Sitting near the geographic center of Nevada, the Arc Dome exemplifies the heart of Nevada, combining some of the state's most beautiful landscapes and protecting some of its most vibrant ecosystems. ADS combines an appreciation for the state's history of independence with an admiration for the resilience and ingenuity that allow its people, systems, and communities to thrive and to navigate the complexities and uncertainties of the future.



CALEB S. CAGE

President

Caleb S. Cage left public service in 2022 to form Arc Dome Strategies, LLC, a private consulting firm in Reno, Nevada. Over Cage's two decades of public service, he has led soldiers in combat, directed state agencies, and managed complex policy initiatives. Through all of these roles he has intentionally focused on learning about collaboration, teamwork, and implementation.

Cage is a 2002 graduate of the United States Military Academy, West Point, where he studied American History. Upon graduation, he was commissioned as a Field Artillery officer in the Army and was assigned to the 1st Infantry Division in Bamberg, Germany. During his five years of service, Cage served as a company executive officer and later as a motorized rifle platoon leader in the city of Baqubah, Iraq, later co-authoring a memoir about his experiences entitled *The Gods of Diyala: Transfer of Command in Iraq*. In 2006, Cage served a second tour as a Corps Information Operations battle captain in Baghdad.

Cage began his civilian career in 2007 as a Senior Policy Advisor to the Nevada Lieutenant Governor, where he developed and managed several successful veterans outreach initiatives. In 2010, Cage was appointed by Governor Jim Gibbons to serve in his cabinet as the Executive Director of the Nevada Office of Veterans Services (NOVS), and he was reappointed by Governor Brian Sandoval. During his time with NOVS, Cage



spearheaded an innovative outreach and reintegration initiative called the Green Zone Initiative that aimed to bring together public and private resources for veterans, service members, and their families.

In 2013, Cage was asked to move into the position of Director of Military and Veterans Policy, a newly created position in the Office of Governor Brian Sandoval. In this position, Cage administered a collaborative effort to identify policy and budgetary recommendations to meet the Governor's vision of making Nevada "the most military- and veteran-friendly state in the nation," particularly in the areas of education, employment, and health and wellness. These recommendations resulted in the passage of eight pieces of legislature, which remains the most comprehensive reform program undertaken in the state.

In 2015, Governor Sandoval appointed Cage to serve as the Chief of the Nevada Division of Emergency Management and Homeland Security Advisor to the Governor. Over the next four years, Cage managed Nevada's mitigation, preparedness, response, and recovery efforts for a dozen declared emergencies and disasters. In 2017, he led the state's response efforts to an unprecedented series of disasters for Nevada, including two Presidential Major Disaster Declarations for flooding, a near record fire season, and the October 1 mass shooting in Las Vegas.

In addition to leading during all phases of disasters, Cage also developed and implemented a major reform program with the Clark County Emergency Manager. This reform program established a strategy to transition to a paradigm of resilience instead of merely response and recovery; it streamlined the grant and policy structure for emergency management in the state; and it developed legislative recommendations intended to facilitate this transformation

and provide mechanisms for its sustainment over time.

Nearly every aspect of this strategy was approved by the legislature in 2019.

Following his time as emergency manager for the state, Cage served in a number of successive positions. In 2019, he was appointed to serve as the Assistant Vice Chancellor for Workforce Development and Community Colleges at the Nevada System of Higher Education. In 2020, Cage was asked by Governor Steve Sisolak to serve as the COVID-19 response director for the state, where he served for 14 months. In 2021, he was recruited back to the Nevada System of Higher Education, where he served as the Vice Chancellor for Workforce Development and Chief Innovation Officer.

During this same time, Cage pursued and received a master's degree in security studies from the Naval Postgraduate School. He also published two peer-reviewed books on academic presses during this time, a collection of fiction short stories entitled *Desert Mementos: Stories of Iraq and Nevada*, and a non-fiction work entitled *War Narratives: Shaping Beliefs, Blurring Truths in the Middle East*. In 2019, he received the Silver Pen Award from the Nevada Writers Hall of Fame for his contribution to literature in Nevada. He holds a PhD in Political Science from the University of Nevada, Reno. He lives in Reno with his wife and three children.



JOHN STEINBECK

Vice President of Business Development

John Steinbeck was promoted to fire chief of the Clark County Fire Department on Feb. 6, 2020.

He began his career with the Department in 1990 and served for nearly 35 years. Chief Steinbeck held the rank of deputy fire chief, battalion chief, captain, fire engineer, and firefighter. For much of his career, he specialized in technical rescue, including high-angle, confined-space, swift-water, trench, structural collapse, and vehicle and machinery extrication. Chief Steinbeck has also been a member of Southern Nevada's FEMA Urban Search and Rescue team since 1993. His deployments for search and rescue missions included New York City shortly after 9-11 and New Orleans for the aftermath caused by Hurricane Katrina.

Following the shooting at the Route 91 Harvest Music Festival on Oct. 1, 2017, Chief Steinbeck served as the incident commander for the Family Assistance Center and coordinated efforts at the Vegas Strong Resiliency Center.

Steinbeck served as the emergency manager for seven years and as the Urban Area Administrator for the Las Vegas metropolitan area, overseeing county homeland security-related programs. This included grant applications and management as well as building emergency operations, continuity of operations, and recovery plans. As Fire Chief, he managed 32 full-time stations and 10 rural volunteer stations, running over



180,000 annual calls for service for 2.3 million residents and 45 million visitors a year. Steinbeck also oversaw planning and operations for thousands of events, including America's Party, The Electric Daisy Carnival, NHL games, Formula One racing, and Super Bowl LXIII.

Steinbeck has degrees in fire science and emergency management. He is also a graduate of the Naval Postgraduate School Executive Leadership Program. During his time in the department, Steinbeck successfully led efforts to change NRS statutes, regulations, and local ordinances.

John Steinbeck is an active board member of Nevada Child Seekers, which is an organization dedicated to protecting children in Nevada. He and his wife, Lynette, live in Las Vegas, and they have four children.



AHSHA TRIBBLE

[Vice President of Operations](#)

Dr. Ahsha Tribble worked for 20 years in Federal public service where she was an executive in the areas of crisis and emergency management, national security, and critical infrastructure security and resilience. Currently, Dr. Tribble is the Vice President for Operations with Arc Dome Strategies, LLC, where she consults on complex problems in safety and security, energy, and sports management.

Her federal positions included Deputy Regional Administrator for the Federal Emergency Management Agency (FEMA) Regions II (NY) and IX (CA), with oversight for the strategic and operational aspects of regional



disaster response and recovery, mitigation and preparedness across multiple states in those regions.

Before joining FEMA, Dr. Tribble served as the Senior Advisor to Department of Energy (DOE) Secretary Moniz and was focused on identifying, strengthening, and integrating DOE strategies and policies for emergency preparedness and response, security, and resilience, as it related to DOE facilities and assets across the nation's energy infrastructure.

Prior to her tenure at DOE, Dr. Tribble served more than three years on the White House National Security Council (NSC) Staff, including interim service as Deputy Homeland Security Advisor; Senior Director for Response; and Director of Critical Infrastructure Protection and Resilience. She led or supported White House response coordination and operational policy for major disasters including Hurricanes Sandy and Irene; the Japanese earthquake, tsunami and nuclear disaster; major flooding on the Mississippi River and in Colorado; numerous tornados; and the deadly West Texas chemical plant explosion. She has traveled with President Obama and Vice President Biden to disaster areas to provide technical support on Federal response activities. Dr. Tribble also led the development Presidential policies for Critical Infrastructure Security and Resilience, National Special Security Events, and Chemical Facilities Safety and Security.

Prior to joining NSC, Dr. Tribble spent ten years in the National Oceanic and Atmospheric Administration (NOAA). As Senior Policy Advisor for Weather and Climate, she oversaw scientific, operational, strategy and policy matters related to domestic and international climate services and the provision of weather services. Dr. Tribble worked at the National Hurricane Center in Miami and served as



Technical Chief of Staff and Senior Science Advisor to the NOAA Deputy Administrator. Throughout the Bush Administration, she was a member of the U.S. delegation at the United Nations Framework Convention on Climate Change Conference of Parties for policy development and multi-lateral negotiations.

She received a B.S. in Math from Florida A&M University, an M.S. in Meteorology from Florida State University, and a Ph.D. in Meteorology from the University of Oklahoma.



RYAN GERCHMAN

Manager of Government Affairs

Ryan Gerchman joined Arc Dome Strategies in 2026 after more than a decade of work at the intersection of Nevada government, emergency management, and veteran advocacy. Across state service, grassroots organizing, and volunteer leadership, his work has centered on finding the common interests among competing parties that make a shared outcome possible.

Gerchman enlisted in the United States Marine Corps in 2002 and served four years as a Landing Support Specialist, earning meritorious promotion to Corporal. Returning to Reno, he built student veteran programs at Truckee Meadows Community College and the University of Nevada, Reno that outlasted his time on either campus. Governor Brian Sandoval appointed him to the Governor's Student Veterans Advisory Council, and he served on the veterans advisory council for U.S. Senator Dean Heller



and as Vice-Chair of the United Veterans Legislative Council.

From 2019 to 2023, Gerchman held a progression of roles at the Nevada Division of Emergency Management, including Deputy Operations Chief in the State Emergency Operations Center during the COVID-19 response, Tribal Coordinator, and Hazard Mitigation Planner. He launched the Nevada Tribal Nation Food Task Force and led the Northern Nevada Mobile Vaccine Unit serving rural and tribal communities.

In 2023 he became Grassroots Engagement Director for Northern Nevada with Concerned Veterans for America, building coalitions across veterans service organizations, nonprofits, and local businesses. Over the past three years he has worked directly with federal congressional and senatorial representatives on national security, energy, and veteran health care policy, including multiple visits to Washington, D.C.

Gerchman holds a Master of Social Work from the University of Nevada, Reno, and remains active with local veteran organizations in a range of leadership roles. As past coordinator of the Washoe County Toys for Tots campaign he reached more than 60,000 children over two years, and he now serves as the campaign's public relations representative. He lives in Reno with his wife, Tawanna.



BROOKE CAGE

Administrative Assistant

Brooke Cage is a native Nevadan. She was born in Battle Mountain, received a degree in psychology from the University of Nevada, Reno, and currently lives in Reno. She serves as the administrative assistant for the Arc Dome Strategies team. In addition to her work as an administrative assistant, Brooke is also active in service to her family and her community. She classically homeschools her children, is involved in faith ministries, and supports *pro bono* work provided by Arc Dome Strategies.

Tab 5

Taggart & Taggart, Ltd.
100 North Main Street
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CASE NO.: CV00 24195

DEPT. NO.: 2

FILED

2025 MAR 24 PM 1:49

TAJ
DIST

IN THE SIXTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF HUMBOLDT

JENNIFER LYNN TIPTON,

Petitioner,

vs.

ADAM SULLIVAN, P.E., Nevada State
Engineer, DIVISION OF WATER
RESOURCES, DEPARTMENT OF
CONSERVATION AND NATURAL
RESOURCES, STATE OF NEVADA,

Respondent.

PETITION FOR JUDICIAL REVIEW
PURSUANT TO NRS 533.450

Petitioner JENNIFER LYNN TIPTON ("Tipton") brings this Petition for Judicial Review under Nevada Revised Statute ("NRS") 533.450, seeking judicial review of the letter dated March 10, 2025, rejecting the vested claims of Tipton ("Denial Letter") issued by Respondent Adam Sullivan, P.E., in his role as Nevada State Engineer and on behalf of the Division of Water Resources ("NDWR"), Department of Conservation and Natural Resources. A true and correct copy of the Denial Letter is attached hereto as *Ex. 1*.

PARTIES

1. Petitioner Tipton is an individual residing in Humboldt County, Nevada. Tipton is an aggrieved party under NRS 533.450(1) as further described herein.

2. Respondent Adam Sullivan, P.E., is the Nevada State Engineer ("State Engineer") and, as such, is the executive officer of NDWR, an executive branch agency organized and operated within the Department of Conservation and Natural Resources. Upon information and belief, at all times relevant to these proceedings, the State Engineer was acting in his official capacity.

//

Taggart & Taggart, Ltd.
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JURISDICTION AND VENUE

3. This Petition for Judicial Review, as well as the accompanying Notice of Petition for Judicial Review, are filed pursuant to NRS 533.450.

4. Tipton, through her company SLEEKEZ LLC, a Wyoming limited liability company, owns Humboldt County Assessor Parcel Numbers 04-0471-47, 04-0471-48, 04-0471-49, 04-0471-50, 04-0471-51, 04-0471-75, 04-0471-76, 04-0471-77, and 04-0471-78 ("Royal T Ranch").

5. Tipton claimed vested rights on three water sources that are *not* tributary to the Little Humboldt, under proof of appropriation numbers V-12762, V-12763, and V-12764 (collectively the "Vested Rights"). *See Ex. 2-4.*

6. The points of diversion and place of use of the Vested Rights are located entirely upon the Royal T Ranch, and located entirely within Humboldt County, Nevada. *Ex. 5.*

a. Proof V-12762 is a proof of appropriation for Morey Creek at the point it enters the Royal T Ranch located in Humboldt County, Nevada.

b. Proof V-12763 is a proof of appropriation for a spring that is entirely contained within the Royal T Ranch in Humboldt County, Nevada.

c. Proof V-12764 is a proof of appropriation for Morey Creek North Fork which is entirely contained within the Royal T Ranch in Humboldt County, Nevada.

7. Under NRS 533.450, any order or decision of the State Engineer is subject to judicial review "in the proper court of the county in which the matters affected or a portion thereof are situated."

8. The water rights at issue in this appeal are entirely located in Humboldt County, Nevada. Therefore, the Sixth Judicial District Court of the State of Nevada in and for the County of Humboldt is the proper venue for judicial review of the State Engineer's decision.

9. This Petition for Judicial Review is timely filed within 30 days after the rendition of the order or decision in question.

10. The Notice of Petition for Judicial Review is also timely filed and delivered to the State Engineer as provided under NRS 533.450.

//

//

STANDING

11. Pursuant to NRS 533.450, "any person feeling aggrieved by any order or decision of the State Engineer, acting in person or through the assistants of the State Engineer or the water commissioner, affecting the person's interests, when the order or decision . . . is made pursuant to NRS 533.270 to 533.445, inclusive . . . may have the same reviewed by a proceeding for that purpose, insofar as may be in the nature of an appeal . . ."

12. Pursuant to NRS 533.085: "Nothing contained in this chapter shall impair the vested right of any person to the use of water, nor shall the right of any person to take and use water be impaired or affected by any of the provisions of this chapter where appropriations have been initiated in accordance with law prior to March 22, 1913."

13. The Vested Rights are rights that were initiated on or before January 1, 1867.

14. The Vested Rights are timely filed pursuant to NRS 533.087.

15. Tipton is the owner of the Vested Rights, which are the subject of the Denial Letter.

16. Tipton is aggrieved by the Denial Letter because it directly affects Tipton's rights to use her Vested Rights on her property.

17. Thus, Tipton has standing to bring this Petition for Judicial Review.

FACTUAL BACKGROUND

18. Petitioner Tipton realleges the above paragraphs as though fully set forth herein.

19. The Vested Rights are filed pursuant to NRS 533.087(1).

20. The Little Humboldt Decree is for "the waters of Little Humboldt River and its tributaries." *Ex. 6.*

21. Neither Morey Creek, Morey Creek North Fork, nor Hidden Spring are named courses in the Little Humboldt River, nor do they appear on any map filed in relation to that matter. *See Ex. 6.*

22. The Vested Rights specifically contain an expert opinion by a licensed water right surveyor that the sources are not tributary to the Little Humboldt River. *See Exs. 2 - 4.*

a. Mr. Michael Stanka verified that "the flow of Morey Creek (North Fork) terminates somewhere within the east portion of the Tipton property." *See Exs. 2 - 4.*

- 1 b. Mr. Stanka verified that Morey Creek (north fork) "was not included in the Little
2 Humboldt Decree." *See Exs. 2 - 4.*
- 3 c. The map prepared by Mr. Stanka shows the flow of the Hidden Spring to originate on
4 and be contained entirely within the Royal T Ranch. *Ex. 5.*
- 5 d. The points of diversion and systems are clearly shown as being non-tributary to the point
6 of diversion and source of "Beef Creek" under the Little Humboldt Decree.

7 **GROUND FOR JUDICIAL REVIEW**

8 **Ground 1:**

9 **The State Engineer's Denial is Contrary to Law and**
10 **Not Supported by Substantial Evidence.**

- 11 23. Petitioner Tipton realleges the above paragraphs as though fully set forth herein.
- 12 24. Without following any of the procedure under NRS 533.087 through NRS 533.320 the
13 State Engineer issued the Denial Letter, impairing the Vested Rights in violation of NRS 533.085.
- 14 25. The Denial Letter rests entirely on the incorrect and unsupported claim that the Vested
15 Rights are filed upon "sources that are considered smaller streams that empty into the Little Humboldt
16 River or its tributaries." The Denial Letter cites no evidence to support the decision.
- 17 26. The State Engineer has no authority to issue the Denial Letter under NRS 533.220
18 because the Vested Rights are not a part of the Little Humboldt Decree, and the sources in the Vested
19 Rights are not tributary to the Little Humboldt River.
- 20 27. The only evidence in the record is the unopposed opinion by a certified water rights
21 surveyor who opined that the sources are not tributary to the Little Humboldt River and terminate upon
22 the Royal T Ranch.
- 23 28. The Little Humboldt Decree is not for all water in Humboldt County, and is specifically
24 limited to the Little Humboldt and its tributaries named in the decree: "Little Humboldt River rises in
25 Elko County and flows southwesterly through Paradise Valley and terminates in the lower regions of
26 said valley; that chief among its tributaries are Martin Creek, Indian Creek, Mullinax Creek and
27 Cottonwood Creek; that smaller streams empty into the Little Humboldt and its tributaries named
28 herein." *Ex. 6 at 8.*
29. Morey Creek is not named as a tributary to the Little Humboldt Decree. *See Ex. 6.*

- 1 30. Morey Creek (North Fork) is not a named tributary in the Little Humboldt Decree. *Id.*
- 2 31. Hidden Spring is not a named tributary in the Little Humboldt Decree. *Id.*
- 3 32. The sources and place of use of the Vested Rights are located miles from the Little
- 4 Humboldt River and terminate on the Royal T Ranch.
- 5 33. Per NRS 533.100, during a determination of vested rights, the State Engineer is required
- 6 to prepare survey maps showing the course of the stream system.
- 7 34. No map in the Little Humboldt Decree depicts the water sources subject to the Vested
- 8 Rights, available at <https://tools.water.nv.gov/Decreemaps.aspx>.
- 9 35. The real property of the Royal T Ranch, being the place of use of the Vested Rights, is
- 10 not depicted within any of the maps on file under the Little Humboldt River Decree.
- 11 36. Because the sources and Vested Rights are not a part of the maps or findings of the Little
- 12 Humboldt Decree, the State Engineer has no authority to deny the Vested Rights under NRS 533.220.
- 13 37. Because a court has not adjudicated the Vested Rights, the State Engineer has no
- 14 authority to regulate the Vested Rights or prohibit their use. *NRS 533.085.*
- 15 38. The Vested Rights are therefore unadjudicated vested rights that are subject to
- 16 determination as outlined in NRS 533.087 through NRS 533.320.
- 17 39. Pursuant to NRS 533.100 the State Engineer is required to investigate the system and
- 18 reduce his findings to writing.
- 19 40. The State Engineer did not provide or cite any investigation under NRS 533.100.
- 20 41. The State Engineer did not prepare an order or any notice as to the investigation of the
- 21 relative rights of the Vested Rights as required by NRS 533.090 and NRS 533.095.
- 22 42. The State Engineer did not prepare any preliminary order as required under NRS
- 23 533.140.
- 24 43. The State Engineer abused his discretion and acted arbitrarily, capriciously, and contrary
- 25 to law when he rejected the Vested Rights.
- 26 44. The Denial Letter violates NRS 533.085 because it impairs vested rights and prohibits
- 27 Tipton from lawfully using her Vested Rights that were established over one hundred and fifty years
- 28 ago on the Royal T Ranch.

Ground 2:
Due Process

45. Petitioner Tipton realleges the above paragraphs as though fully set forth herein.

46. By failing to address the procedures under NRS 533.090 and NRS 533.095, the State Engineer violated the process established by the Legislature to review vested rights.

47. By failing to consider the evidence submitted by Tipton in support of her Vested Rights, the State Engineer failed to "resolve all the crucial issues presented" or "prepare findings in sufficient detail to permit judicial review" in the Denial Letter as required by law. *Revert v. Ray*, 95 Nev. 782, 797, 603 P.2d 262, 264 (1979).

48. Nevada Supreme Court decisions mandate that a final decision for judicial review must have sufficient detail to satisfy due process and permit judicial review. *Nev. State Board of Architecture, Interior Design and Residential Design v. Eighth Jud. Dist. Ct. in and for Cnty. of Clark*, 135 Nev. 375, 449 P.3d 1262 (2019).

49. Here, the State Engineer failed to make specific factual findings based on the evidence provided to his office.

50. The State Engineer failed to provide explicit factual findings and conclusions of law.

51. The State Engineer violated Tipton's due process rights because he denied her a meaningful opportunity to be heard, and he failed to consider the relevant evidence before him.

52. The State Engineer violated Tipton's due process rights because he did not provide notice or a fair opportunity to be heard.

Ground 3:
Equitable Relief

53. Petitioner Tipton realleges the above paragraphs as though fully set forth herein.

54. The Nevada Supreme Court has made clear that district courts have inherent authority to grant equitable relief to water rights holders impacted by a State Engineer determination in appropriate situations. *Benson v. State Engineer*, 131 Nev. 772, 781, 359 P.3d 221, 227 (2015).

55. If the State Engineer's Denial Letter is considered to be an enforceable decision under the law, Tipton requests equitable relief from this Court to consider her Vested Rights because she, or her predecessors, lacked sufficient notice of the source's inclusion in the Little Humboldt Decree.

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RELIEF SOUGHT

WHEREFORE, Tipton prays that this Court issue a decree and order for the following relief:

1. For the reasons explained above, and any others that may be asserted during the proceedings on this petition, Tipton respectfully requests that this Court grant this Petition for Judicial Review and set aside the State Engineer's Denial Letter.
2. To the extent any portion of the Denial Letter is upheld, Tipton requests that this Court grant her equitable relief.
3. For reasonable attorney's fees and costs.
4. For such other relief as this Court may deem just and proper.

AFFIRMATION
NRS 239B.030(4)

The undersigned affirms that the preceding document does not contain any social security numbers.

Respectfully submitted this 19 day of March 2025.

TAGGART & TAGGART, LTD.

By: Andre S. Emme
TAMARA C. THIEL, ESQ.
Nevada State Bar No. 15659
ANDRE S. EMME, ESQ.
Nevada State Bar No. 14868
108 North Minnesota Street
Carson City, Nevada 89703
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Attorney for Tipton

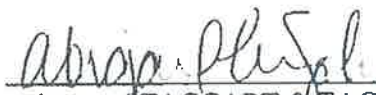
CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of TAGGART & TAGGART, LTD., and that on this day, I served, or caused to be served, a true and correct copy of the foregoing document as follows:

[X] By **HAND-DELIVERY**, addressed as follows:

Adam Sullivan, P.E.
Nevada State Engineer
Division of Water Resources
901 S. Stewart Street, Suite 2002
Carson City, NV 89701

DATED this 19th day of March 2025.


Employee of TAGGART & TAGGART, LTD.

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EXHIBIT INDEX

Exhibit No.	Description	Pages
1	State Engineer Denial Letter, dated March 10, 2025	2
2	Proof V-12762	5
3	Proof V-12763	5
4	Proof V-12764	5
5	Vested Claim Map, dated January 8, 2025	1
6	Little Humboldt Decree No. 3157	79

1 Case No.: CV0024195

2 Dept. No.: 2

FILED

2026 MAY 22 PM 12: 16

TAMI RAE SPERO
DIST. COURT CLERK

3
4
5
6 IN THE SIXTH JUDICIAL DISTRICT COURT
7 OF THE STATE OF NEVADA, IN AND FOR THE COUNTY OF HUMBOLDT
8

9 JENNIFER LYNN TIPTON,

10 Plaintiff,

11 vs.

12 ADAM SULLIVAN, P.E., Nevada State
13 Engineer, DIVISION OF WATER
14 RESOURCES, DEPARTMENT OF
15 CONSERVATION AND NATURAL
16 RESOURCES, STATE OF NEVADA,

17 Respondent.
18
19

**ORDER DENYING DEFENDANT'S
MOTION TO DISMISS PETITION FOR
JUDICIAL REVIEW; and
ORDER JOINING PARTIES
PURSUANT TO NRCP 21**

20 On January 8, 2025, Petitioner filed Proofs of Appropriation V-12762, V-12763, and V-
21 12764 with Adam Sullivan, the Nevada State Engineer ("State Engineer"). On March 6, 2025,
22 twenty-four individuals who identified that they would be affected by the allowance or rejection of
23 Petitioner's proofs sent a Letter of Concern to the State Engineer indicating their objection to
24 Petitioner's proofs. The State Engineer then rejected Petitioner's proofs on March 10, 2025.

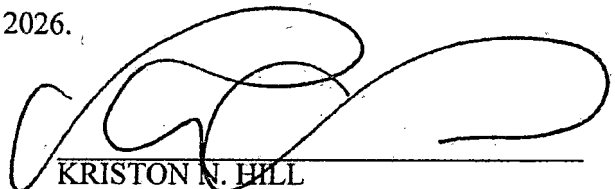
25 On March 24, 2025, Petitioner filed a Petition for Judicial Review before this Court
26 seeking a review of the State Engineer's rejection of her proofs. On October 10, 2025,
27 Respondent filed a Motion to Dismiss for lack of jurisdiction. Petitioner opposed this motion on
28 October 22, 2025. On November 14, 2025, Respondent filed a late but unopposed Reply to the
Opposition. For the reasons that follow, the motion is DENIED.

Respondent seeks to dismiss this matter under NRCP 12(b)(2) for lack of personal
jurisdiction. Pursuant to NRS 533.450(3), a petitioner seeking judicial review of a decision of

1 the State Engineer must send notice to "the State Engineer, personally or by registered or
2 certified mail, [...] within 30 days following the rendition of the order or decision in question. A
3 similar notice must also be served personally or by registered or certified mail upon the person
4 who may have been affected by the order or decision." While the requirement to serve the State
5 Engineer is jurisdictional, the requirement to serve all other persons who may have been
6 affected is not: "timely notice to the state engineer satisfies the jurisdictional requirement."
7 Desert Valley Water Co. v. State, 104 Nev 718, 720 (1988). As to those affected individuals, the
8 Nevada Supreme Court has determined that "at a minimum, [...]those parties who have
9 participated in the proceedings" should be served notice of the appeal. Id. Where service has not
10 been completed upon these persons, the Nevada Supreme Court has recognized that "[t]he
11 addition of parties, [...] better serves the purposes of the appeal statute than outright dismissal.
12 Appellant should not be completely foreclosed from exercising its appeal rights merely because
13 of failure to include all persons who might possibly have been affected by the state engineer's
14 decision." Id. at 721.

15 Here, Petitioner served notice of the appeal upon the State Engineer on March 19, 2025.
16 The Court therefore has personal jurisdiction over the parties pursuant to NRS 533.450(3) and
17 the Motion to Dismiss based on lack of jurisdiction is therefore DENIED. As the Supreme Court
18 directed, however, all parties who participated in the proceedings should be joined in this matter
19 to protect their due process rights. Therefore, the Court orders that, pursuant to NRCP 21 and
20 Desert Valley, Petitioner SHALL JOIN all the individuals who signed the Letter of Consent
21 (located at pages 17-19 of the Record on Appeal) as Respondents to this matter.

22 SO ORDERED this 22nd day of May, 2026.

23
24
25 
26 KRISTON N. HILL
27 DISTRICT JUDGE - DEPT. 1
28

tributary to Morey Creek, Morey Creek is tributary to Cotton Wood Creek and Cotton Wood Creek is tributary to The Little Humboldt River.

The Ferraro family, which has held proof 0672 since before the decree was finalized in 1935, has decreed rights on Beef Creek, also known as Morey Creek for 382.6 acres and 1377.36 acre feet of harvest. This right is seldom served and has never enjoyed 180 day diversion rate set by decree.

The spring that is claimed in V12763 is a tributary to Morey Creek, Morey Creek is a tributary to Cottonwood Creek which is a tributary to the Little Humboldt River. Any new claim on Morey Creek or any tributary to the Little Humboldt River needs to be rejected.

NRS 533.095 Section 2 (C) Establishes the date by which all proofs of appropriation must be filed. The original date was within 60 days of January 18, 1929 this was extended several times and no extensions were allowed after August 1, 1929.

Lastly, Applications 25005 – 25008 (Ruling 1566) and 25038 (Ruling 1588) were made to appropriate non-season irrigation water on tributaries to The Little Humboldt River and were denied on the ground that there is no surplus or unappropriated water available.

The state engineer needs to reject and return Claims V12762, V12763, and V12764. If these claims are not denied it will open the entire stream system to new appropriations and endanger every right established by The Little Humboldt Decree

Sincerely,

Name	Address	Entity	Signature
------	---------	--------	-----------

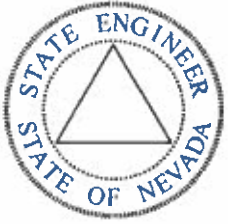
*Names included in typed form or with * were added with permission.

*Ron Cerri, Humboldt County Commissioner, Director HRBWA

*Pete Marvel Box 44, Paradise Valley NV 89426

*Steve Lucas Box 23, Paradise Valley, NV 89426

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2025 MAR - 7 PM 12:53
STATE ENGINEERS OFFICE



Nevada Division of
WATER RESOURCES

STATE OF NEVADA
Department of Conservation and Natural Resources
Joe Lombardo, *Governor*
James A. Settelmeyer, *Director*
Adam Sullivan, P.E., *State Engineer*

March 10, 2025

Jennifer Lynn Tipton
P.O. Box 22
Paradise Valley, NV 89423
Certified and Regular Mail #: 9489 0090 0027 6584 8818 71

RE: Proofs of Appropriation V-12762, V-12763, and V-12764

Dear Ms. Tipton:

You filed Proofs of Appropriation V-12762, V-12763, and V-12764 with the Division of Water Resources on January 8, 2025, claiming diversions from Morey Creek, an unnamed spring, and Morey Creek North Fork, respectively. Each proof describes the same 117.5 acres of irrigated pasture for a total combined duty from all sources of 235.0 acre-feet with a priority date of 1867.¹ These sources originate on the eastern slopes of the Santa Rosa Mountains and flow easterly toward the valley floor of Paradise Valley in Humboldt County, Nevada.

The Sixth Judicial District Court of the State of Nevada, in and for the County of Humboldt, entered the Little Humboldt River Decree on January 24, 1935, whereby all the waters of the stream system were fully appropriated with no surplus water for irrigation during the irrigation season.² The extents of the system include the Little Humboldt River, as well as several named tributaries, and smaller streams that empty into the Little Humboldt and its tributaries.³ Importantly, the decree found that the claimants named in the decree are the only claimants and appropriators of the water of the stream system⁴ and that no person other than the parties named in the decree have or claim any interest to the use of water of the river, its tributaries, or any part thereof.⁵

Nevada Revised Statute (NRS) 533.220 establishes the State Engineer, or the State Engineer's assistants, water commissioners, or their assistants, as officers of the court in distributing water pursuant to a decree of the court. The extent of this authorization is limited to the findings and judgments of any decree as entered for a given source or system. In other words, the State Engineer is not authorized to deliver or manage unadjudicated claims where a district court has entered a decree for the system, especially where the district court in its decree has held that it includes all claimants and that such system is fully appropriated.

¹ Proof of Appropriations V-12762, V-12763, and V-12764, official records of the Division of Water Resources

² In the Matter of the Determination of the Relative Rights in and to the Waters of the Little Humboldt River and Its Tributaries in Humboldt and Elko Counties ("Little Humboldt River Decree") Finding of Fact XV at page 10

³ Little Humboldt River Decree Finding of Fact V at page 8

⁴ Little Humboldt River Decree Find of Fact VI at page 8

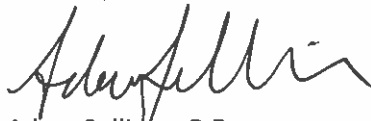
⁵ Little Humboldt River Decree Judgment and Decree II at page 29

Jennifer Lynn Tipton
Proofs of Appropriation V-12762, V-12763, and V-12764
March 10, 2025
Page 2

The State Engineer is prohibited from carrying out duties in a manner that conflicts with any applicable provision of a decree issued by a state court pursuant to NRS 533.0245. Proofs of Appropriation V-12762, V-12763, and V-12764 are filed upon sources that are considered smaller streams that empty into the Little Humboldt River or its tributaries. Thus, said sources are part of the stream system fully decreed, and fully appropriated, under the Little Humboldt River Decree.⁶ The State Engineer is likewise prohibited from receiving or filing proofs after the time fixed for the taking of proofs pursuant to NRS 533.125(1). The time fixed for taking proofs on this stream system has long since passed.⁷ For these reasons, and because NRS 533.220 requires the State Engineer to distribute water under and pursuant to the Little Humboldt River Decree as an officer of the court, the State Engineer cannot accept these proofs and cannot deliver any of the waters claimed therein.

Accordingly, the subject **proofs are hereby rejected** and any attempts to divert water under these proofs will be viewed as a violation of the Little Humboldt River Decree.

Sincerely,



Adam Sullivan, P.E.
State Engineer

AS/lr

cc: Michael Stanka, Stanka Consulting LTD, E-mail
Tamara C. Thiel, Esq., Taggart & Taggart, Ltd., E-mail
Landon Harris, NDWR Elko Office, E-mail
Colton Brunson, NDWR Winnemucca Office, E-mail

⁶ Little Humboldt River Decree Finding of Fact V at page 8

⁷ Little Humboldt River Decree Finding of Fact I at pages 4 – 7

March 6, 2025

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STATE ENGINEERS OFFICE

Adam Sullivan, P.E.

Nevada State Engineer

901 S Stewart Street, Suite 2002

Carson City, Nevada 89701

We the undersigned, wish to express our concern about claims of vest water rights V12762, V12763 and V12764 that were filed on behalf of Jennifer Tipton on January 8, 2025.

Vested claims should not be considered within the Little Humboldt stream system, these streams were all adjudicated and rights established in the FINDINGS OF FACT, CONCLUSION OF LAW AND DECREE WATERS OF THE LITTLE HUMBOLDT RIVER AND ITS TRIBUTARIES NO. 3157, known as The Little Humboldt Decree.

Page 8, Section VI of the Little Humboldt Decree states:

"That the state engineer duly made all necessary and proper orders, as required by law, and each and every notice required by law was given to all claimants and appropriators in the manner and at the times, and contained the subject matter required by law; that all of said claimants named duly appeared, and are the only claimants and appropriators of the waters of said stream system."

Moreover, Page 73 states:

"That the waters of the stream system are fully appropriated and there is no surplus water for irrigation during the irrigation season."

The filing of Proof of Appropriation V12762 lists the source as Morey Creek, V12763 lists the source as a spring, V12764 list the source as Morey Creek North Fork. Morey Creek during the Little Humboldt Adjudication was known as Beef Creek and at some time the name was changed Morey Creek. The spring that is claimed in V12763 is a

~~Kris Stewart~~ BOX 45 PV 89426 NINETY-SIX RANCH ~~Kris Stewart~~
Dana Gordon 14500 Shafter Lane Paradise Valley NV 89426
Pete Ferraro Box 130 PV 89426 Paradise Valley, NV
David E. Kerny P.O. Box 70 Paradise Valley, NV 89426
Frances Peterson P.O. Box 9 Paradise Valley, NV 89426
Dan Jones 16105 Ferraro Road Winnemucca NV 89445
Steve DelSedato 7495 Clauburst way Wmca, NV 89445
Robert M. Smith 3230 KENNINGTON Dr Wmca NV 89445
Joe Cassinelli P.O. Box 35 Paradise Valley, NV 89426
* Charles Stempeck Paradise Valley NV 89426
* Max L Willis Paradise Valley NV 89426
Phillip Smith Phillip Smith P.O. Box 218, Lovelock 89419
Patrice Stewart P.O. Box 14 PV 89426 Partner 96 Ranch
* David Cassinelli Winnemucca NV 89445
* Bennie Hodges, ^{chair} HRBWA, PCWCD Lovelock, NV
* Eldon Crawford, ^{Crawford Farms} ~~Crawford~~ ⁸⁹⁴⁴⁵ ~~Cattle~~ ^{Winnemucca} NV
* Dan Cassinelli Box 29 PV 89426
* Jeff Fontaine, Exec Director HRBWA Carson City NV
* John + Thoma Bell, Box 8 PV 89426
* Rolfe Schwartz Keystone Ranch, Paradise Valley NV
Barbara Cook Box 78 Paradise Valley NV

Tab 6

Contains:

- NRS 349.983: Match requirement
- NRS 349.986: Raising bond capacity for groundwater rights retirements
- NRS 361A.030: Ag taxes
- NRS 532.210: Water Distribution Revolving Account
- NRS 533.087: Vested water rights
- NRS 533.353: 3M Plans
- NRS 534.035: Groundwater boards
- NRS 534.040: Basin assessments
- NRS 534.035: Repeal of original groundwater boards section

Sec. 1. NRS 349.983 is hereby amended to read as follows:

1. Grants may be made pursuant to paragraph (a) of subsection 1 of NRS 349.981 only for the Lincoln County Water District and those community and nontransient water systems that:

- (a) Were in existence on January 1, 1995; and
- (b) Are currently publicly owned.

2. In making its determination of which purveyors of water are to receive grants pursuant to paragraph (a) of subsection 1 of NRS 349.981, the Board shall give preference to those purveyors of water whose public water systems regularly serve fewer than 6,000 persons.

3. Each recipient of a grant pursuant to ~~paragraph (a) of subsection 1 of~~ NRS 349.981 shall provide an amount of money for the same purpose. The Board shall develop a scale to be used to determine that amount, but the recipient must not be required to provide an amount less than 15 percent or more than 75 percent of the total cost of the project for which the grant is awarded. The scale must be based upon the median household income of the customers of the recipient, and provide adjustments for the demonstrated economic hardship of those customers, the existence of an imminent risk to public health and any other factor that the Board determines to be relevant.

Sec. 2. NRS 349.986 is hereby amended to read as follows:

1. The State Board of Finance shall issue general obligation bonds of the State of Nevada to support the purposes of the program established by NRS 349.981. The aggregate principal amount of such bonds outstanding at any one time may not exceed ~~\$125,000,000~~ \$200,000,000.

2. The net proceeds from the sale of the bonds must be deposited in the Fund.

3. The bonds must be redeemed through the Consolidated Bond Interest and Redemption Fund.

Sec. 3. NRS 361A.030 is hereby amended to read as follows:

1. “Agricultural use” means the current employment of real property as a business venture for profit, which business produced a minimum gross income of \$5,000 from agricultural pursuits during the immediately preceding calendar year by:

- (a) Raising, harvesting and selling crops, fruit, flowers, timber and other products of the soil;
- (b) Feeding, breeding, management and sale of livestock, poultry, or the produce thereof, if the real property used therefor is owned or leased by the operator and is of sufficient size and capacity to produce more than one-half of the feed required during that year for the agricultural pursuit;
- (c) Operating a feed lot consisting of at least 50 head of cattle or an equivalent number of animal units of sheep or hogs, for the production of food;
- (d) Raising furbearing animals or bees;
- (e) Dairying and the sale of dairy products; or
- (f) Any other use determined by the Department to constitute agricultural use if such use is verified by the Department.

The term includes every process and step necessary and incident to the preparation and storage of the products raised on such property for human or animal consumption or for marketing except actual market locations.

2. As used in this section, “current employment” of real property in agricultural use includes:

- (a) Land lying fallow for 1 year as a normal and regular requirement of good agricultural husbandry;
- (b) Land planted in orchards or other perennials prior to maturity;
- (c) Land leased or otherwise made available for use by an agricultural association formed pursuant to chapter 547 of NRS; and
- (d) Land used for agrivoltaic purposes if, before July 1, 2025, the land was found to be agricultural real property and qualified for agricultural use assessment pursuant to NRS 361A.120.

.....(e) Land previously receiving an agricultural use assessment under NRS 927A; 796. lying fallow because appurtenant groundwater rights were retired pursuant to NRS. 898; 7144 and NRS. 190; 771

Sec. 4. NRS 532.210 is hereby amended to read as follows:

1. The fund created pursuant to the provisions of chapter 232, Statutes of Nevada 1931, and chapter 23, Statutes of Nevada 1943, is hereby continued as a revolving account within the State General Fund, for the purposes set forth in NRS 533.270 to 533.295, inclusive, and for the purposes set forth in the provisions of chapters 534, 535 and 536 of NRS pertaining to the conservation and distribution of waters.

2. Except as otherwise provided in subsection 2 of NRS 534.040, the money in the Water Distribution Revolving Account may be used for:

(a) The payment of state water commissioners' and assistant state water commissioners' salaries and expenses.

(b) The payment of salaries and expenses of other employees engaged in the work of the distribution of waters or streams that are directly under the supervision of the State Engineer.

(c) The payment of expenses necessarily incurred by the state water commissioners in the distribution of water.

3. The money in the Water Distribution Revolving Account, or so much thereof as is necessary, may be used by the State Engineer for the uses and purposes of, and in the administration of the provisions of, chapter 534 of NRS pertaining to the conservation and distribution of underground waters.

Sec. 5. NRS 533.087 is hereby amended to read as follows:

1. A claimant of any vested water right must submit, on a form prescribed by the State Engineer, proof of the claim to the State Engineer on or before December 31, 2027. If a claimant fails to file such proof on or before December 31, 2027, the claim shall be deemed to be abandoned.

2. Until December 31, 2027, the State Engineer shall cause notice of the provisions of subsection 1 to be:

(a) Published annually for 4 consecutive weeks in at least one newspaper of general circulation within the boundaries of each groundwater basin throughout the State.

(b) Posted on the Internet website maintained by the State Engineer.

3. On or before December 31, 2027, the State Engineer may, in his or her discretion, for cause shown, extend the time in which a proof may be filed.

4. Nothing in this section shall affect any proofs of claims from the federal government.

Sec. 6. NRS 533.353 is hereby amended to read as follows:

7. Notwithstanding the provisions of 1999, the State Engineer may require a monitoring management and mitigation plan as a condition of approving a new application to appropriate water for beneficial use or an application to change the

point.of.diversion?manner.of.use.or.place.of.use.of.water.already.appropriated.for.a.beneficial.use;

~~18. For each new application to appropriate water for a beneficial use for a beneficial use filed on or after January 1, 2012, if~~ If the State Engineer requires a monitoring, management and mitigation plan pursuant.to.subsection.7as.a.condition.of appropriating water for a beneficial use, the State Engineer shall within 30 days after requiring the plan and if requested by the county where the State Engineer has approved the point of diversion, the State Engineer shall allow the county or?in counties where. there.is.a.water.authority.engaged.in.furnishing.water?the.water.authority?to participate in an advisory capacity in the development and implementation of the plan. when.the.State.Engineer.requires.the.plan;

~~29;~~ Before approving any plan developed pursuant to subsection 1 or amendment. to.a.plan?and during the period in which the plan, if approved, is carried out, the State Engineer shall consider any comment, analysis or other information submitted by the participating county or.water.authority;The State Engineer is not required to include any comment, analysis or other information submitted by a participating county or.water. authority in a monitoring, management and mitigation plan required pursuant to this section.

~~30;~~ A decision by the State Engineer whether or not to include in the plan or to follow any comment, analysis or other information submitted by a participating county or.water. authority pursuant to this section is not subject to judicial review pursuant to NRS 533.450.

5. Any comment, analysis, or other information submitted by a participating county or water authority, pursuant to this section, shall be included in the files of the State Engineer as part of the official record.

Sec. 7. A new section of NRS Chapter XXX (DWR would prefer this not be in NRS 534 since it no longer directs actions of the State Engineer) is hereby added:

1. In each area designated as a groundwater basin by the State Engineer pursuant to the provisions of NRS 534.030, the board of county commissioners may establish a groundwater board to provide recommendations to the board of county commissioners on local actions to achieve the goals of this section. A board of county commissioners may establish procedures through any lawful procedure it determines to establish a groundwater board.

2. Upon an affirmative vote of two-thirds of all members, a board of county commissioners may establish and collect, each calendar year, a fee to be assessed on each user of groundwater in the basin. A board of county commissioner may

assess variable fees as deemed necessary and appropriate. Money raised from the fees must be used as provided in this section.

3. Any annual fee imposed pursuant to subsection 2 by a board of county commissioners shall not exceed:

(a) \$30 per acre-foot of permitted groundwater for users of groundwater, other than owners of domestic wells.

b. A flat fee of \$30 for owners of domestic wells.

4. The maximum fees specified in subsection 3 may be adjusted not more than once each year for inflation. The Consumer Price Index published by the United States Department of Labor for July preceding the year for which the adjustment is made must be used in determining the percentage of inflation.

5. A board of county commissioners may impose late fees and seek collection of unpaid annual fees pursuant to existing authority.

6. A board of county commissioners may seek funding pursuant to paragraph (b) of subsection 1 of NRS 349.981 only if the board of county commissioners has contributed matching funding or imposed a fee pursuant to subsection 3 of this section.

7. Money collected pursuant to subsection 3 must be used to:

(a) Develop and distribute information promoting education and the conservation of groundwater in the basin.

(b) Pay the costs associated with conducting such comprehensive inventories of wells of all types located within the basin, as may be needed.

(c) Prepare, for use by the groundwater board, such cost-benefit analyses relating to the recharge and recovery or underground storage and recovery of water in the basin as may be needed.

(d) Develop recommendations for additional activities for the management of the basin and the protection of the aquifer in which the basin is located, and to conduct such activities if the activities have been approved by the board of county commissioners.

(e) Pay the costs associated with abandoning and plugging wells.

(f) Pay the costs associated with purchasing and retiring water rights.

(g) Pay the cost of mitigating conflicts with surface water rights.

(h) Perform such other duties as are necessary for the board of county commissioners and the groundwater board to carry out the provisions of this act.

8. The board shall maintain its headquarters at the county seat of the county in which the designated area is located, or if the area lies in more than one county, in the county seat of one of the counties in which the area is located. The board shall hold meetings at such times and places as it may determine, and shall comply with NRS Chapter 241.

9. If a designated groundwater basin is located within the boundaries of a water authority engaged in furnishing water as of the effective date of this act, only the water authority is authorized to carry out the provisions of this section.

10. If the designated groundwater basin **or basins are** located in more than one county, all actions specified in this section must be jointly approved by the boards of county commissioners in which that designated basin or basins are located.

11. If one or more county desires to establish a groundwater board for a group of designated groundwater basins that have shared issues local solutions could solve, the boards of county commissioners may form a single groundwater board to carry out the provisions of this section.

12. The State Engineer may provide any advice or feedback to a groundwater board at his or her discretion.

Sec. 8.NRS 534.040 is hereby amended to read as follows:

1. Upon the initiation of the administration of this chapter in any particular basin, and where the investigations of the State Engineer have shown the necessity for the supervision over the waters of that basin, the State Engineer may employ a well supervisor and other necessary assistants, who shall execute the duties as provided in this chapter under the direction of the State Engineer. The salaries of the well supervisor and the assistants of the well supervisor must be fixed by the State Engineer. The well supervisor and assistants are exempt from the provisions of chapter 284 of NRS.

2. If the money available from the license fees provided for in NRS 534.140 is not sufficient to pay those salaries, together with necessary expenses, including the compensation and other expenses of the Well Drillers' Advisory Board, the board of county commissioners shall, except as otherwise provided in this subsection, levy a special assessment annually, or at such time as the assessment is needed, upon all taxable property situated within the confines of the area designated by the State Engineer to come under the provisions of this chapter in an amount as is necessary to pay such salaries and expenses. If the board of county commissioners determines that the amount of a special assessment levied upon a property owner pursuant to this section when combined with the amount of all other taxes and assessments levied upon the property owner is less than the cost of collecting the special assessment levied pursuant to this subsection, the board of county commissioners may exempt the property owner from the assessment and appropriate money from the general fund of the county to pay the cost of the assessment. ~~Money levied from a special assessment or appropriated from the general fund of a county pursuant to this section shall only be used to pay the salaries and expenses in the administration of the provisions of chapter 100 of NRS pertaining to the conservation and distribution of underground waters in basins designated to be in need of administration pursuant to the provisions of NRS 100;696.~~

3. Except as otherwise provided in subsection 2, in designated areas within which the use of groundwater is predominantly for ~~agricultural~~ purposes ~~other than municipal~~

supply within the designated area any special assessment levied pursuant to this section must be charged against each water user who has a permit to appropriate water or a perfected water right, and the charge against each water user must be based upon the proportion which his or her water right bears to the aggregate water rights in the designated area. The minimum charge is \$1. Except as otherwise provided in subsection 4, the maximum charge is equal to the existing charge as of June 30, 2027, plus an annual increase of not more than 20 cents per acre-foot.

4. The State Engineer may increase the charge to appropriators of record in a specific designated basin above the maximum set forth in subsection 3 for services and projects that provide a direct and special benefit to the water users in the designated basin if:

(a) the State Engineer provides a reasonable opportunity for public comment; and

(b) holds a public meeting:

(1) If adequate facilities to hold a meeting are available within the basin; or

(2) If such facilities are unavailable, within the county where the basin lies or within the county where the major portion of the basin lies to take public comment on the proposed increase in the special assessment beyond the maximum set forth in subsection 3.

45. The salaries and expenses may be paid by the State Engineer from the Water Distribution Revolving Account pending the levy and collection of an assessment levied pursuant to this section.

56. Except as otherwise provided in subsection 2, if a special assessment is levied pursuant to this section, the proper officers of the county shall levy and collect the special assessment as other special assessments are levied and collected, and the assessment is a lien upon the property.

67. Any special assessment collected pursuant to this section must be deposited with the State Treasurer for credit to the Water District Account to be accounted for in basin well accounts.

78. Upon determination and certification by the State Engineer of the amount to be budgeted for the current or ensuing fiscal year for the purpose of paying the per diem and travel allowances of the groundwater board and employing consultants or other help needed to fulfill its responsibilities, the State Controller shall transfer that amount to a separate operating account for that fiscal year for the groundwater basin. Claims against the account must be approved by the groundwater board and paid as other claims against the State are paid. The State Engineer may use money in a particular basin well account to support an activity outside the basin in which the money is collected if the activity bears a direct relationship to the responsibilities or activities of the State Engineer regarding the particular groundwater basin.

9. The budget described in subsections 2 and 3 shall be posted on the Division's website.

Sec. 9. NRS 534.035 is hereby repealed.

Tab 7

Monthly Report (Highlighted Applications are in the Humboldt River Basin)

Monthly Report For The Month of: June 2026										Run Date: 9/8/2026 5:26:33 PM			
APP NO.	DATE	CHG	BASIN	OWNER NAME	SRC	DESCRIPTION	CO	DUTY	DIV RATE	MOU	POINT OF DIVERSION		
											SEC	TWN	RNG
70677S08	Jun-30	70677	108	HOMESTRETCH GEOTHERMAL 2010 LLC	STO		LY	365	1	CON	15	15N	25E
82763R29	Jun-08	82763	162	COOPER, BENJAMIN N.	UG		NY	2	0.0067	DOM	13	20S	52E
82763R30	Jun-08	82763	162	MANNUCCI, FRANCO	UG		NY	2	0.0067	DOM	36	20S	53E
83757R01	Jun-22	83757	162	THOMPSON, TIFFINI MICHELE	UG		NY			DOM	30	20S	53E
88654R05	Jun-01	88654	162	QUATRALE CONSTRUCTION LLC	UG		NY	2	0.0048	DOM		20S	53E
88654R06	Jun-16	88654	162	TEVES, JOHN L. JR. & MELINDA N.	UG		NY	2	0.0048	DOM	32	20S	53E
88654R07	Jun-16	88654	162	PONCE-GARCIA, GUILLERMO	UG		NY	2	0.0048	DOM	26	20S	53E
88654R08	Jun-18	88654	162	INNOVATIVE DEVELOPMENTS LLC	UG		NY	2	0.0048	DOM	36	20S	53E
95233	Jun-01		142	WESTERN ONE LLC	UG		ES	645	0.89	MM	20	02S	43E
95234E	Jun-02		054	NEVADA GOLD MINES LLC	UG	MW-09A	EU	6.86	0.0095	ENV	13	27N	47E
95235E	Jun-02		054	NEVADA GOLD MINES LLC	UG	PB73	LA	11.29	0.0156	ENV	12	27N	47E
95236E	Jun-02		054	NEVADA GOLD MINES LLC	UG	MW-09B	LA	12.1	0.0179	ENV	13	27N	47E
95237	Jun-02	31080	069	U.S. WATER AND LAND, LLC	UG	WELL 8	HU	1447.94	2	IRR	30	39N	39E
95238	Jun-02	31081	069	U.S. WATER AND LAND, LLC	UG	WELL 8	HU	1447.94	2	IRR	30	39N	39E
95239	Jun-02	36319	069	U.S. WATER AND LAND, LLC	UG	WELL 41	HU	3258.59	4.501	IRR	24	38N	38E
95240	Jun-02	28025	069	US WATER AND LAND LLC	UG	WELL 46A	HU	637.01	0.88	IRR	26	38N	38E
95241	Jun-02	55111	069	US WATER AND LAND LLC	UG	WELL 46A	HU	1464.59	2.023	IRR	26	38N	38E
95242	Jun-02		069	US WATER AND LAND, LLC	UG	WELL 46 STOCK	HU		0.006	STK	26	38N	38E
95243	Jun-02		069	U.S. WATER AND LAND, LLC	UG	WELL 36 STOCK	HU		0.006	STK	17	38N	39E

Monthly Report For The Month of: June 2026

Run Date: 9/8/2026 5:26:33 PM

APP NO.	DATE	CHG	BASIN	OWNER NAME	SRC	DESCRIPTION	CO	DUTY	DIV RATE	MOU	POINT OF DIVERSION		
											SEC	TWN	RNG
95244T	Jun-02	31081	069	U.S. WATER AND LAND, LLC	UG	WELL 8	HU	1447.94	2	COM	30	39N	39E
95245	Jun-02	DCTR-3	101	SAMUEL R. BEHIMER & CLARE E. BEHIMER LIVING TRUST	STR	TRUCKEE AND CARSON RIVERS	CH	129.15	0	DEC	33	19N	26E
95245	Jun-02	92194	101	SAMUEL R. BEHIMER & CLARE E. BEHIMER LIVING TRUST	STR	TRUCKEE AND CARSON RIVERS	CH	129.15	0	DEC	33	19N	26E
95246T	Jun-03		033A	ZIMMERMAN RIVER RANCH, LLC	UG		HU	4.43	0.011	STK	03	41N	35E
95247T	Jun-03		033A	ZIMMERMAN RIVER RANCH, LLC	UG		HU	4.43	0.011	STK	32	43N	36E
95248	Jun-05	69220	143	ESMERALDA COUNTY	UG		ES	294.609	0.407	QM	28	02S	39E
95249T	Jun-05	69906	087	FLYING DIAMOND RANCH LLC	UG		WA	14.904	0.027	IRR	12	18N	19E
95250	Jun-05	72096	102	REFUSE INC.	UG		LY	1	0.0081	COM	17	18N	25E
95251	Jun-09	92320	054	BARRICK CORTEZ LLC, NEVADA GOLD MINES LLC	UG	RDW-01	LA	241.95	0.3342	MMD	08	28N	47E
95252	Jun-09	92320	054	BARRICK CORTEZ LLC, NEVADA GOLD MINES LLC	UG	RDW-02	LA	161.3	0.2228	MMD	08	28N	47E
95253	Jun-09	92320	054	BARRICK CORTEZ LLC, NEVADA GOLD MINES LLC	UG	RDW-03	LA	161.3	0.2228	MMD	08	28N	47E
95254	Jun-09	92320	054	BARRICK CORTEZ LLC, NEVADA GOLD MINES LLC	UG	RDW-04	LA	161.3	0.2228	MMD	08	28N	47E
95255	Jun-09	92320	054	BARRICK CORTEZ LLC, NEVADA GOLD MINES LLC	UG	RDW-05	LA	129.04	0.17823	MMD	08	28N	47E
95256	Jun-09	92320	054	BARRICK CORTEZ LLC, NEVADA GOLD MINES LLC	UG	RDW-06	LA	129.04	0.17824	MMD	08	28N	47E
95257	Jun-09	92320	054	BARRICK CORTEZ LLC, NEVADA GOLD MINES LLC	UG	RDW-07	LA	8.06	0.01113	MMD	08	28N	47E
95258	Jun-09	92320	054	BARRICK CORTEZ LLC, NEVADA GOLD MINES LLC	UG	RDW-08	LA	8.06	0.01113	MMD	08	28N	47E
95259	Jun-09	92320	054	BARRICK CORTEZ LLC, NEVADA GOLD MINES LLC	UG	RDW-09	LA	8.06	0.01113	MMD	08	28N	47E
95260	Jun-09	36523	220	W S LOGANDALE LAND HOLDINGS LLC	UG		CL	43	0.215	IRR	27	15S	67E
95261	Jun-10	24873A01	162	LOCKED N LOADED MINI STORAGE LLC	UG		NY	0.25	0.0004	COM	25	20S	52E
95262	Jun-10	87406	230	NEVADA RANCH HOLDINGS LLC	UG		NY	2	0.223	COM	08	17S	52E
95263T	Jun-10	74007	108	HOMESTRETCH GEOTHERMAL 2010 LLC	GEO	WELL 33-15	LY	1863.33	4	IND	15	15N	25E
95264	Jun-10	74007	108	HOMESTRETCH GEOTHERMAL 2010 LLC	GEO	WELL 33-15	LY	1863.33	4	IND	15	15N	25E

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APP NO.	DATE	CHG	BASIN	OWNER NAME	SRC	DESCRIPTION	CO	DUTY	DIV RATE	MOU	POINT OF DIVERSION		
											SEC	TWN	RNG
95265	Jun-11	64851	212	LEE, NICHOLAS AND CARLIE	UG		CL	1	0.003	DOM	24	22S	60E
95266	Jun-11	77544	212	KENDALL, MITCHELL AND IRMA	UG		CL	1	0.002	QM	24	22S	60E
95267T	Jun-11	27378	184	SOUTHERN NEVADA WATER AUTHORITY	UG		WP	152.4	0.21051	IRR	24	15N	66E
95268T	Jun-11	27378	184	SOUTHERN NEVADA WATER AUTHORITY	UG		WP	407.2128	0.56248	IRR	19	15N	67E
95269	Jun-11	70431	089	UNIVERSITY OF NEVADA, RENO FOUNDATION	UG		WA	51.55	0.0713	QM	17	16N	20E
95270	Jun-11	70432	089	UNIVERSITY OF NEVADA, RENO FOUNDATION	UG		WA	33.47	0.0463	QM	17	16N	20E
95271	Jun-11	77354	089	UNIVERSITY OF NEVADA, RENO FOUNDATION	UG		WA	25	0.238	QM	17	16N	20E
95272	Jun-11	77355	089	UNIVERSITY OF NEVADA, RENO FOUNDATION	UG		WA	12.07	0.115	QM	17	16N	20E
95273	Jun-11	77356	089	UNIVERSITY OF NEVADA, RENO FOUNDATION	UG		WA	22.74	0.2156	QM	17	16N	20E
95274	Jun-11	84731	089	UNIVERSITY OF NEVADA, RENO FOUNDATION	UG		WA	5.92	0.0082	QM	17	16N	20E
95275	Jun-11	84732	089	UNIVERSITY OF NEVADA, RENO FOUNDATION	UG		WA	1.68	0.0028	QM	17	16N	20E
95276	Jun-12	61635	049	CITY OF ELKO	UG	WELL 33	EL	58	1	MUN	01	34N	55E
95277T	Jun-12	13879	108	TIBBALS, CAROL	UG		LY	26.96	0.064	CON	35	12N	25E
95278	Jun-12	62090	128	ORMAT DIXIE VALLEY, LLC	GEO	WELL 28A-33	CH	514	3.55	IND	33	25N	37E
95279E	Jun-12		072	FLORIDA CANYON MINING, INC.	UG	MW-42 WELL	PE	20.5	0.035	ENV	03	31N	33E
95280	Jun-15	90292	201	GLOECKNER, PAT AND KENA LYTLE; AND DRY VALLEY, LLC	UG	White Rock Well aka. Free Well	LI	3.9	0.009	STK	20	03N	70E
95281	Jun-16		144	POINT MINING & MILLING	UG		ES	723.97	1	MM	06	06S	41E
95282	Jun-16	87560	179	MCGILL-RUTH CONSOLIDAED SEWER & WATER GENERAL IMPROVEMENT DISTRICT	UG		WP	263.25	1	MUN	33	17N	62E
95283	Jun-16	78443	179	MCGILL-RUTH CONSOLIDAED SEWER & WATER GENERAL IMPROVEMENT DISTRICT	UG		WP	348.78	0.9	MUN	33	17N	62E
95284T	Jun-16	82477	177	PEARCE, MONTY J.; MERRY S.; LUKE R.; AND AMBER	UG	RIETTA'S WELL	EL	262.95	1	IRR	20	36N	62E
95285T	Jun-16	82477	177	PEARCE, MONTY J.; MERRY S.; LUKE R.; AND AMBER	UG	TURKEY TRACKS WELL	EL	525.9	2	IRR	17	36N	62E

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APP NO.	DATE	CHG	BASIN	OWNER NAME	SRC	DESCRIPTION	CO	DUTY	DIV RATE	MOU	POINT OF DIVERSION		
											SEC	TWN	RNG
95286	Jun-18	71558	107	RONALD J. AND BARBARA C. BATH FAMILY TRUST	UG		LY	6.06	0.0084	IRR	20	11N	24E
95287	Jun-22	64733	082	M4 NEW FERNLEY QOZB, LLC	UG	CONSTRUCTION WELL NO. 1	WA	200	0.6534	PWR	25	21N	23E
95288	Jun-22	68252	212	BC INVESTMENT TRUST	UG		CL	1	0.0053	QM	24	19S	60E
95289	Jun-22		165	ROBERTSON'S READY MIX, LTD.	UG		CL	150	0.25	MM	28	25S	60E
95290	Jun-22	50152	110B	U.S.D.I. BUREAU OF LAND MANAGEMENT	SPR	SPORTSMAN SPRING	MI	1.335	0.002	WLD	25	10N	28E
95291	Jun-24	57755	061	NEVADA GOLD MINES LLC (60% UDI) AND GOLDCORP DEE LCC (40% UDI)	UG	HDDW-14	EU	645.2	1	MM	02	35N	50E
95292	Jun-24	57883	061	NEVADA GOLD MINES LLC (60% UDI) AND GOLDCORP DEE LCC (40% UDI)	UG	HDDW-16	EU	645.2	1	MM	03	35N	50E
95293	Jun-24	83452	108	RGGS LAND & MINERALS, LTD., L.P.	UG		LY	10	0.0138	MM	02	12N	26E
95294T	Jun-24	17039	030A	FORESS GRASS COMPANY LLC	UG		HU	1166.4	2.463	IRR	36	46N	33E
95295	Jun-24	17039	030A	FORESS GRASS COMPANY LLC	UG		HU	1166.4	2.463	IRR	36	46N	33E
95296T	Jun-24	84825	066	CRAWFORD FAMILY LIVING TRUST DATED MARCH 17, 2004 AND CRAWFORD, KADE AND ELIZABETH	UG		HU	397.74	0.8467	IRR	01	37N	42E
95297	Jun-24	84825	066	CRAWFORD FAMILY LIVING TRUST DATED MARCH 17, 2004 AND CRAWFORD, KADE AND ELIZABETH	UG		HU	397.74	0.8467	IRR	01	37N	42E
95298	Jun-24	84826	066	CRAWFORD FAMILY LIVING TRUST DATED MARCH 17, 2004 AND CRAWFORD, KADE AND ELIZABETH	UG		HU	579.41	1.877	IRR	01	37N	42E
95299	Jun-24	84826	066	CRAWFORD FAMILY LIVING TRUST DATED MARCH 17, 2004 AND CRAWFORD, KADE AND ELIZABETH	UG		HU	4	0.007	STK	02	37N	42E
95300	Jun-24	84827	066	CRAWFORD FAMILY LIVING TRUST DATED MARCH 17, 2004 AND CRAWFORD, KADE AND ELIZABETH	UG		HU	198.87	0.8467	IRR	01	37N	42E
95301	Jun-25		188	PMO & COMPANY LLC	UG		EL	1000	2	IRR	09	37N	64E
95302	Jun-25		188	PMO & COMPANY LLC	UG		EL	1000	2	IRR	09	37N	64E
95303	Jun-26	81943	105	RPFM LLC	UG		DO	6	0.0081	COM	31	12N	20E
95304	Jun-29		009	HOME CAMP CABIN, L. L. C.	SPR	RAINS SPRING	WA	8.96	0.0124	STK	34	40N	21E
95305	Jun-29		009	HOME CAMP CABIN, L. L. C.	STR		WA	2.24	0.0031	STK	01	40N	20E
95306	Jun-29		009	HOME CAMP CABIN, L. L. C.	STR		WA	2.24	0.0031	STK	06	40N	21E

Monthly Report (Highlighted Applications are in the Humboldt River Basin)

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APP NO.	DATE	CHG	BASIN	OWNER NAME	SRC	DESCRIPTION	CO	DUTY	DIV RATE	MOU	POINT OF DIVERSION		
											SEC	TWN	RNG
24874R02	Jul-08	24874	162	APOLLO DEVELOPMNETS LLC	UG		NY	12	0.032	DOM			53E
57429R04	Jul-15	57429	088	CHARLES P. & MARCELLA G. HANSEN TRUST	UG		WA	2	0.00689	DOM	36	18N	19E
70677S09	Jul-23	70677	108	HOMESTRETCH GEOTHERMAL 2010 LLC	STO		LY	365	1	CON	15	15N	25E
75765R132	Jul-20	75765	162	LYONS, JAMES AND JESSICA	UG		NY	2	0.0078	DOM	01	19S	53E
83757R02	Jul-30	83757	162	KINTHISENG, MEGAN E.	UG		NY	2	0.0066	DOM	36	20S	53E
95328	Jul-01		047	KG MINING (BALD MOUNTAIN) INC	UG	BMM-3	WP	1613	2.23	MM	14	24N	56E
95329	Jul-02		108	DESERT HILLS DAIRY, LLC	UG		LY		0.7235	COM	01	14N	25E
95330	Jul-02		109	PAINE LIVESTOCK, LLC	SPR	PAINE SPRING	MI	2.5	0.0035	STK	26	08N	28E
95331	Jul-06	66397	230	GEHRING	UG		NY	69	0.2578	IRR	09	16S	48E
95332T	Jul-06	90519	072	WEST COAST SALMON NEVADA LP	UG		PE	100	2	CON	15	33N	33E
95333T	Jul-08	54848	103	CARSON CITY	STR	KINGS CANYON CREEK	CC	741.38		MUN	14	15N	20E
95334T	Jul-08	59086	103	CARSON CITY	STR	ASH CANYON CREEK	CC	607.24		MUN	14	15N	20E
95334T	Jul-08	59087	103	CARSON CITY	STR	ASH CANYON CREEK	CC	607.24		MUN	14	15N	20E
95335	Jul-09	DCTR-3	101	ROCK, PAUL V.	STR	TRUCKEE AND CARSON RIVERS	CH	17.605	0	DEC	33	19N	26E
95335	Jul-09	90962	101	ROCK, PAUL V.	STR	TRUCKEE AND CARSON RIVERS	CH	17.605	0	DEC	33	19N	26E
95336T	Jul-09	61046	045	BURT, SANDRA L. AND TERRY G.	UG		EL	1.57	0.025	QM	24	33N	57E
95337	Jul-13	92413	162	THE ROMAN CATHOLIC BISHOP OF LAS VEGAS, AND HIS SUCCESSORS, A CORPORATION SOLE FBO OUR LADY OF THE VALLEY CATHOLIC CHURCH	UG		NY	1.1	0.00328	COM	03	21S	53E
95338T	Jul-14	00679DHR	048	GOLD STANDARD VENTURES (US) INC.	STR	DIXIE CREEK	EL	179.58		OTH			

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APP NO.	DATE	CHG	BASIN	OWNER NAME	SRC	DESCRIPTION	CO	DUTY	DIV RATE	MOU	POINT OF DIVERSION		
											SEC	TWN	RNG
95339	Jul-15	66445	230	GOEDHART, EDWIN AND/OR RENAE AND/OR ERIC 2014	UG		NY	15	0.063	IRR	28	16S	49E
95340T	Jul-15	00676DHR	048	GOLD STANDARD VENTURES (US) INC.	STR	BULLION CREEK	EL	54.6		OTH			
95341	Jul-16	89863	053	NEVADA GOLD MINES LLC	UG	GDW-05	EU	16.8	0.0234	STK	11	26N	48E
95342T	Jul-17	92213	087	TRUCKEE MEADOWS WATER AUTHORITY	STR	TRUCKEE RIVER	WA	68	0.2328	DEC	07	19N	20E
95343	Jul-17		173B	WADE, TREVER LAVAR AND MICHAEL JAKE	UG		NY	1.57	0.1	STK	06	02N	55E
95344	Jul-17		172	WADE, TREVER LAVAR AND MICHAEL JAKE	UG		NY	4.7	0.1	STK	01	02N	56E
95345T	Jul-17	68822	216	SOUTHERN NEVADA WATER AUTHORITY	UG	HA-216	CL	350	0.795	CON	33	17S	63E
95346T	Jul-17		033B	MAHER, STEVE	UG	RISNER CREEK WELL	HU	5.175	0.2	STK	16	47N	35E
95347T	Jul-17		033B	MAHER, STEVE	UG	LONG RIDGE WELL	HU	5.175	0.2	STK	16	47N	35E
95348T	Jul-17		033B	MAHER, STEVE	UG	WASHBURN SEEDING WELL	HU	5.175	0.2	STK	15	47N	36E
95349	Jul-20		074	JESSUP AGGREGATES CORPORATION	UG		CH	80	1.33	MM	27	24N	28E
95350T	Jul-22	38959	170	LINCOLN COUNTY WATER DISTRICT	UG	TEMPIUTE WELL	LI	250	0.61	MM	17	03S	56E
95351T	Jul-24	82800	107	DVB LIVING TRUST DATED AUGUST 21, 2018, AND ANY AMENDMENTS THERETO	UG		LY	600	0.837	IRR	22	11N	23E
95352	Jul-27	82763	162	ELKHORN TRUST	UG		NY	1	0.033	COM	08	21S	54E
95353	Jul-27		049	RICHINS, BRAD AND STACIE	UG		EL	1.12	0.025	QM	28	34N	55E
95354	Jul-28	84256	048	AW1, LLC	UG	BATCH PLANT WELL	EL	3.36	0.02	IND	26	33N	56E
95355T	Jul-28	68740	106	KOTTKE LIVING TRUST	UG		DO	70	0.196	IRR	17	10N	22E
95356	Jul-29	84588	075	BRADY POWER PARTNERS	GEO	WELL 27-1	CH	1425	2.42	IND	01	22N	26E
95357T	Jul-29	85692	176	DON & GRACE DUVAL REVOCABLE TRUST, U/D/T MAY 5, 2016	UG	HOUSE WELL	EL	2	0.0093	QM	36	34N	60E
95358T	Jul-29	73398	048	NEVADA GOLD MINES LLC	UG	RAIN MINE RPW1 WELL	EL	55	0.1829	MM	09	31N	54E
95359	Jul-30	85124	033A	BARTELL RANCH, LLC	STR	FALLS CREEK	HU	50	1.25	IRR	19	42N	38E
95360	Jul-30	85125	033A	BARTELL RANCH, LLC	STR	PINE CREEK	HU	50	1.25	IRR	23	42N	37E

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APP NO.	DATE	CHG	BASIN	OWNER NAME	SRC	DESCRIPTION	CO	DUTY	DIV RATE	MOU	POINT OF DIVERSION		
											SEC	TWN	RNG
95461	Aug-12	V02939	033A	BARTELL RANCH, LLC	STR	MCCONNELL CREEK	HU	302.52	1.891	DEC	08	42N	38E
95462	Aug-12	82341S01	033A	BARTELL RANCH, LLC	STR	BUFFALO CREEK	HU	34.2	0.0855	IRR	08	42N	38E
95463	Aug-12	82342S01	033A	BARTELL RANCH, LLC	STO	HORSE CREEK	HU	34.2	0.0855	IRR	15	42N	37E
95464	Aug-12	84954	033A	BARTELL RANCH, LLC	STR	BUFFALO CREEK	HU	50	1.25	DEC	36	42N	37E
95465	Aug-14		173B	W BAR NONE CATTLE COMPANY, LLC	UG		NY	320	1.35	IRR	34	06N	56E
95466	Aug-14	93090	161	INDIAN SPRINGS WATER CO., INC.	UG		CL	210	0.29007	PWR	17	16S	55E
95467	Aug-14	93579	212	DUGGANNY HOLDINGS, LLC	UG		CL	1	0.00138	QM	30	19S	60E
95468	Aug-17	53363	105	O'BANION, TODD JAMES	UG		DO	3	0.00414	IRR	02	12N	20E
95469	Aug-17	91670	087	HOWDEN, JOHN C. AND MARY V.	STR	THOMAS CREEK	WA	5	0.033	QM	27	18N	19E
95470T	Aug-18		033B	MADER, KIRK D. AND MADONNA L.	UG	HEIFER WELL	HU	5.468	0.015	STK	33	45N	38E
95471	Aug-18	86740	162	MOSEY RENEWABLES LLC	UG	WELL A	NY	42.06625	0.058	IND	13	22S	54E
95472	Aug-18	86740	162	MOSEY RENEWABLES LLC	UG	WELL D	CL	42.06625	0.058	IND	32	21S	55E
95473	Aug-18	86741	162	MOSEY RENEWABLES LLC	UG	WELL A	NY	5.5975	0.008	IND	13	22S	54E
95474	Aug-18	86741	162	MOSEY RENEWABLES LLC	UG	WELL D	CL	5.5975	0.008	IND	32	21S	55E
95475	Aug-18	86742	162	MOSEY RENEWABLES LLC	UG	WELL A	NY	39.18344	0.054	IND	13	22S	54E
95476	Aug-18	86742	162	MOSEY RENEWABLES LLC	UG	WELL D	CL	39.18344	0.054	IND	32	21S	55E
95477	Aug-18	DCTR-3	101	MONDHINK, AUDREY A.	STR	TRUCKEE AND CARSON RIVERS	CH	12.42		DEC	33	19N	26E
95478	Aug-18	77523	044	KEY RANCHES, LLC	UG	BOARD CORRAL LOWER WELL	EL	2.24	0.0031	STK	23	36N	54E
95479	Aug-18	82477	177	PEARCE, MONTY J.; MERRY S.; LUKE R.; AND AMBER	UG	RIETTA'S WELL	EL	262.95	1	IRR	20	36N	62E
95480	Aug-18	82477	177	PEARCE, MONTY J.; MERRY S.; LUKE R.; AND AMBER	UG	TURKEY TRACKS WELL	EL	525.9	2	IRR	17	36N	62E
95481	Aug-18	61046	045	PAYNE, JOSEPH R. AND STEPHANIE R.	UG		EL	1.57	0.025	QM	24	33N	57E
95482	Aug-20	28643	069	BELL, JOHN R. AND JHONA L.	UG	RANCH WELL	HU	2	0.0028	QM	06	42N	40E
95483T	Aug-21	84749	197	GOLD SPRINGS LLC	UG		LI	900	2.5	MM	28	01S	71E

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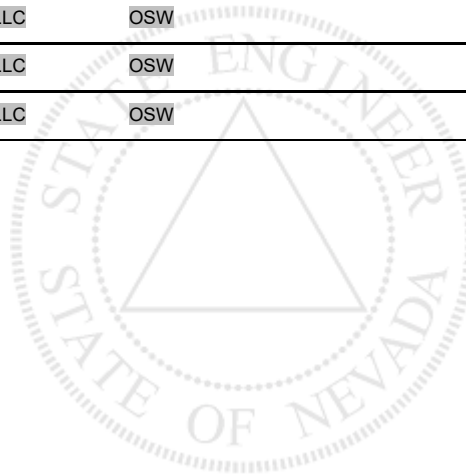
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											SEC	TWN	RNG
95484	Aug-24	71386S01	212	CITY OF HENDERSON	EFF	CITY OF HENDERSON WATER RECLAMATION FACILITY	CL	6942	9.59	MUN	36	21S	62E
95485	Aug-24	24469	106	LODATO, JOSEPH S.	UG		DO	40.4	0.089	IRR	17	10N	22E
95486T	Aug-24	65299	108	CITY OF YERINGTON	UG	MASON WELL	LY	500	0.6907	CON	33	13N	25E
95487T	Aug-24	62943	047	KG MINING (BALD MOUNTAIN) INC.	UG	BMM-3	WP	3360	8	MM	14	24N	56E
95487T	Aug-24	62945	047	KG MINING (BALD MOUNTAIN) INC.	UG	BMM-3	WP	3360	8	MM	14	24N	56E
95488T	Aug-24	62944	047	KG MINING (BALD MOUNTAIN) INC.	UG	BMM-2	WP	1560	5	MM	11	24N	56E
95488T	Aug-24	62946	047	KG MINING (BALD MOUNTAIN) INC.	UG	BMM-2	WP	1560	5	MM	11	24N	56E
95489T	Aug-25	78947	179	ARJ PROPERTIES, LLC	UG		WP	9.65	0.5	CON	01	16N	63E
95490	Aug-25	94184	212	LILY ERSTE TRUST	UG		CL	15	0.021	COM	34	19S	62E
95491T	Aug-26	25334	088	MONTREUX GOLF & COUNTRY CLUB, INC.	STR	GALENA CREEK	WA	97.865	0.5444	REC	03	17N	19E
95492T	Aug-26	25335	088	MONTREUX GOLF & COUNTRY CLUB, INC.	STR	GALENA CREEK	WA	93.16	0.5183	REC	03	17N	19E
95493T	Aug-26	18012	110B	DANIELS, JESSICA BARLOW AND BROWN, ALICIA DANIELS	STR	DUTCH CREEK	MI	19.92	0.39	CON	20	09N	29E
95494T	Aug-26	85462	105	PHAN, ANNE	UG		DO	9.4	0.013	IRR	35	13N	20E
95495T	Aug-28		056	BTAZ NEVADA, LLC	UG		LA		0.01	STK	26	17N	41E
95496	Aug-28	70990	209	WHIPPLE, KEITH MURRAY	UG		LI	261.4	0.396	IRR	14	04S	60E
95497	Aug-28	70990	209	HIKO PROPERTIES, LLC	UG		LI	33.1	0.05	IRR	14	04S	60E
95498	Aug-28		042	RUBY LAND & CATTLE COMPANY, LLC, RUBY LAND & CATTLE COMPANY LCLP, LLC AND RUBY LAND & CATTLE COMPANY RR, LLC	STR	WEST BRUSH CREEK	EL	2.52		STK	12	39N	63E
95499	Aug-28		042	RUBY LAND & CATTLE COMPANY, LLC, RUBY LAND & CATTLE COMPANY LCLP, LLC AND RUBY LAND & CATTLE COMPANY RR, LLC	OSW	HUNTER DRAW GRAVEL PIT	EL	6		STK	11	39N	63E
95500T	Aug-28		189C	RUBY LAND & CATTLE COMPANY, LLC, RUBY LAND & CATTLE COMPANY LCLP, LLC AND RUBY LAND & CATTLE COMPANY RR, LLC	UG	DIVISION CANYON STOCK WELL	EL	26.88	0.0371	STK	07	43N	68E
95501T	Aug-28		187	T I RANCHES, L.L.C.	UG		EL		0.1	STK	24	29N	63E

Monthly Report For The Month of: August 2026

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APP NO.	DATE	CHG	BASIN	OWNER NAME	SRC	DESCRIPTION	CO	DUTY	DIV RATE	MOU	POINT OF DIVERSION		
											SEC	TWN	RNG
95502T	Aug-31	79841	179	EC SOURCE SERVICES	UG	RW-7P	WP	46.05	1	CON	29	16N	63E
95503	Aug-31		038	PRUNTY RANCH LLC	UG	DROUGHT WELL	EL	3.36	0.0047	STK	26	44N	57E
V12884	Aug-06		053	NEVADA GOLD MINES LLC	SPR	WILLOW CREEK AND TRIBUTARIES	EL			STK	16	29N	53E
V12885	Aug-10		046	NEVADA GOLD MINES LLC	OSW		EL			STK	27	37N	51E
V12886	Aug-10		046	NEVADA GOLD MINES LLC	OSW		EL			STK	20	37N	51E
V12887	Aug-10		051	NEVADA GOLD MINES LLC	OSW		EU			STK	31	34N	51E
V12888	Aug-10		051	NEVADA GOLD MINES LLC	OSW		EU			STK	07	34N	52E
V12889	Aug-10		051	NEVADA GOLD MINES LLC	OSW		EU			STK	27	36N	51E
V12890	Aug-10		051	NEVADA GOLD MINES LLC	OSW		EL			STK	31	37N	51E
V12891	Aug-10		051	NEVADA GOLD MINES LLC	OSW		EU			STK	12	35N	50E



Tab 8

2026 Supplemental Proposed “Waters of the United States” Rule

On September 4, 2026, the U.S. Environmental Protection Agency and the Department of the Army announced a Supplemental Notice of Proposed Rulemaking to gather input on additional regulatory alternatives to be considered alongside the 2025 *Updated Definition of “Waters of the United States”* (WOTUS) proposed rule. The supplemental proposal will help the agencies consider a wider range of options as they develop a final rule updating the definition of WOTUS, which establishes the scope of waters covered by Clean Water Act regulatory programs. This action advances the agencies’ commitment to radical transparency and developing a durable, final definition of WOTUS that adheres to the Supreme Court’s direction in *Sackett v. EPA*, cuts bureaucratic red tape, and protects water quality while recognizing that states and Tribes know their water resources best.

Details about the supplemental proposal

The purpose of this supplemental proposal is to provide an opportunity for public input on a limited number of new regulatory alternatives that will be considered alongside the regulatory alternatives from the 2025 proposed rule. The regulatory text presented reflects only the options in this supplemental proposed rule and does not change or modify the options considered in the [2025 proposed rule](#). The additional regulatory options for consideration include a proposed definition of “perennial” and alternatives for defining “relatively permanent” and “continuous surface connection.”

Specifically, the agencies seek comment on the following:

- Defining “perennial” in the regulatory text to mean “having standing or continuously flowing water every day of the year during ordinary conditions” or, alternatively, to mean “surface water flowing continuously year-round,” consistent with the 2020 Navigable Waters Protection Rule.
- Defining “relatively permanent” to focus on those waters that are perennial bodies of water, except during anomalous events such as drought or dry spell or due to a non-anomalous event resulting in temporary interruption for no more than 30 consecutive days in any given year such as low tide or a regularly occurring dry spell.
- Defining “continuous surface connection” to mean perennial surface water in a wetland that is continuously connected with the surface water in the jurisdictional water such that it is difficult to determine where the jurisdictional water ends and the wetland begins, with an exception for temporary interruptions in the surface water connection as the result of anomalous events such as drought or dry spell or a temporary interruption in the surface water connection lasting no more than 30 consecutive days in any given year as a result of non-anomalous events such as low tide or a regularly occurring dry spell.
- As an alternative, revising the current category of jurisdictional waters for adjacent wetlands to include only wetlands that are indistinguishably part of a traditional navigable water, the territorial seas, a jurisdictional impoundment, or a jurisdictional tributary (*i.e.*, when surface water in a wetland is continuously connected with the surface water in the jurisdictional water such that it is difficult to determine where the jurisdictional water ends and the wetland begins). This alternative would also result in deleting the definition of “adjacent.”

Next steps

EPA and Army will accept public comments on the supplemental notice of proposed rulemaking for 30 days once it is published in the *Federal Register*. Details about commenting can be found on EPA's [Waters of the United States website](#). The agencies plan to take final action on the rulemaking after considering comments on the supplemental notice along with the comments received on the 2025 proposed rule.