

**CARSON WATER SUBCONSERVANCY DISTRICT
BOARD OF DIRECTORS
AND CARSON RIVER WATERSHED COMMITTEE**

NOTICE OF PUBLIC MEETING

DATE: February 21, 2018
TIME: 6:30 P.M.
LOCATION: Carson City Community Center
Bonanza Room
851 E. William St. (Hwy. 50)
Carson City, NV

AGENDA

Please Note: The Carson Water Subconservancy District (CWSD) Board may: 1) take agenda items out of order; 2) combine two or more items for consideration; and/or 3) remove an item from the agenda or delay discussion related to an item at any time. Reasonable efforts will be made to assist and accommodate individuals with disabilities who wish to attend the meeting. Please contact Toni Leffler at (775)887-7450 (<mailto:toni@cwsd.org>), at least three days in advance so that arrangements can be made.

1. Call to Order the CWSD Board of Directors
2. Roll Call
3. Pledge of Allegiance
4. For Discussion Only: Public Comment - Action may not be taken on any matter brought up under public comment until scheduled on an agenda for action at a later meeting.
5. For Possible Action: Approval of Agenda
6. For Possible Action: Approval of the Board Meeting Minutes of January 17, 2018.

CONSENT AGENDA

Please Note: All matters listed under the consent agenda are considered routine and may be acted upon by the Board of Directors with one action and without an extensive hearing. Any member of the board or any citizen may request that an item be taken from the consent agenda, discussed and acted upon separately during this meeting.

7. For Possible Action: Approval of Treasurer's Report for January 2018.
8. For Possible Action: Payment of Bills for January 2018.
9. For Possible Action: Approval of Salary Range Modification for General Manager and Administrative Assistant positions.
10. For Possible Action: Approval of Cost of Living Adjustment for Fiscal Year 2018-19 of 1.75%.
11. For Possible Action: Approval of Agreement with JE Fuller to conduct the Dayton Valley Area Drainage Master Plan in an amount not to exceed \$340,498.00.
12. For Possible Action: Approval of Interlocal Contract #2018-4 with Lyon County to cover part of the Dayton Valley Area Drainage Master Plan in an amount not to exceed \$22,498.00.
13. For Possible Action: Approval of Interlocal Contract #2018-5 with Storey County to cover part of the Dayton Valley Area Drainage Master Plan in an amount not to exceed \$15,000.00.
14. For Possible Action: Approval of Interlocal Contract #2018-6 with Robert Loveberg to review and propose revisions to County/City Ordinances and Design Standards to advance Low Impact Development (LID) Implementation in the Carson River Watershed in an amount not to exceed \$32,000.00.

****END OF CONSENT AGENDA****

Carson Water Subconservancy District Board of Directors and
Carson River Watershed Committee
2/21/18 Meeting Agenda

15. For Possible Action: Presentation of the 2018 Andy Aldax Carson River Watershed Award to Steve Lewis.

RECESS TO CONVENE AS THE
CARSON RIVER WATERSHED COMMITTEE

16. Roll Call
17. For Discussion Only: Public Comment - Action may not be taken on any matter brought up under public comment until scheduled on an agenda for action at a later meeting.
18. For Possible Recommendation: Modify Interlocal Contracts #2017-15 and #2017-16 with Carson Valley and Dayton Valley Conservation Districts to allow the Districts to use some of the funds to assist ranchers with the summary reports and permits necessary to do work in the river.
19. For Possible Recommendation: Discussion regarding inviting Storey County to have a voting representative on the Carson River Watershed Committee and other CWSD Committees as appropriate.
20. For Possible Recommendation: Discussion regarding the proposal to modify the language in future CWSD contracts to enhance liability clauses and requiring the entity receiving funding from CWSD to fill out a Project Summary Worksheet.
21. For Discussion Only: Public Comment - Action may not be taken on any matter brought up under public comment until scheduled on an agenda for action at a later meeting.

ADJOURN TO RECONVENE AS
THE CARSON WATER SUBCONSERVANCY DISTRICT BOARD OF DIRECTORS

22. For Possible Action: Modify Interlocal Contracts #2017-15 and #2017-16 with Carson Valley and Dayton Valley Conservation Districts to allow the Districts to use some of the funds to assist ranchers with the summary reports and permits necessary to do work in the river.
23. For Possible Action: Discussion regarding the proposal to modify the language in future CWSD contracts to enhance liability clauses and requiring the entity receiving funding from CWSD to fill out a Project Summary Worksheet
24. For Possible Action: Extend an invitation to Storey County to become a voting member on the Carson River Watershed Committee and other CWSD Committees and to designate a representative.
25. For Possible Action: Approval of River Wrangler's request to pay Dayton Valley Conservation District for their work on Conserve Carson River Work Days 2016 from the FY 2017-18 grant.
26. For Discussion Only: Staff Reports - General Manager
- Legal
- Correspondence
27. For Discussion Only: Directors Reports
28. For Discussion Only: Update on activities in Alpine County.
29. For Discussion Only: Update on activities in Storey County.

Carson Water Subconservancy District Board of Directors and
Carson River Watershed Committee
2/21/18 Meeting Agenda

30. For Discussion Only: Public Comment - Action may not be taken on any matter brought up under public comment until scheduled on an agenda for action at a later meeting.
31. For Possible Action: Adjournment

Supporting material for this meeting may be requested from Toni Leffler at 775-887-7450 (<mailto:toni@cwsd.org>) and is available at the CWSD offices at 777 E. William St., #110A, Carson City, NV 89701 and on the CWSD website at www.cwsd.org.

In accordance with NRS 241.020, this notice and agenda has been posted at the following locations :

-Dayton Utilities Complex
34 Lakes Blvd
Dayton, NV

-Minden Inn Office Complex
1594 Esmeralda Avenue
Minden, NV

-Lyon County Administrative Building
27 S. Main St.
Yerington, NV

-Churchill County Administrative Complex
155 N Taylor St.
Fallon, NV

-Carson City Hall
201 N. Carson St.
Carson City, NV

-Carson Water Subconservancy District Office
777 E. William St., #110A
Carson City, NV

-Alpine County Administrative Building
99 Water St.
Markleeville, CA

-CWSD website:
<http://www.cwsd.org>

-State public meetings website:
<http://notice.nv.gov>

AFFIDAVIT OF POSTING

The undersigned affirms that on or before 9:00 A.M. on February 15, 2018, he/she posted a copy of the Notice of Public Meeting and Agenda for the February 21, 2018, regular meeting of the Carson Water Subconservancy District Board of Directors and the Carson River Watershed Committee, in accordance with NRS 241.020; said agenda was posted at the following location:

_____.

SIGNATURE

Name: _____

Title: _____

Date & Time of Posting: _____

AGENDA ITEM #6

**MINUTES OF LAST
BOARD MEETING**

CARSON WATER SUBCONSERVANCY DISTRICT
BOARD OF DIRECTORS AND
CARSON RIVER WATERSHED COMMITTEE MEETING
January 17, 2018, 6:30 P.M.
DRAFT Minutes

Chairman Abowd called the meeting of the Carson Water Subconservancy District (CWSD) to order at 6:31 p.m. in the Bonanza Room of the Carson City Community Center, 851 E. William St. (Hwy. 50), Carson City, NV. Roll call of the CWSD Board was taken and a quorum was determined to be present.

CWSD Directors present:

Karen Abowd, Chairman
Brad Bonkowski
Carl Erquiaga, Vice Chairman
Ken Gray
Barry Penzel
Chuck Roberts
Ernie Schank

Directors not present:

Don Frensdorff
Doug Johnson
Fred Stodieck
Steve Thaler

Staff present:

George Benesch, Legal Counsel
Brenda Hunt, Watershed Program Manager
Edwin James, General Manager
Toni Leffler, Administrative Assistant/Secretary to the Board
Debbie Neddenriep, Water Resource Specialist II

Also present:

Jack Jacobs, Jacobs Berry Farm
Don Jardine, Alpine County
Austin Osborne, Storey County
Andrew Roberts, private citizen
Marla McDade Williams, Strategies 360

The Pledge of Allegiance was led by Director Abowd.

Item #4 – Discussion Only: Public Comment – None

Item #5 – For Possible Action: Approval of Agenda. *Director Schank made the motion to approve the agenda. The motion was seconded by Director Roberts and unanimously approved by the CWSD Board.*

Item #6 – For Discussion and Possible Action: Approval of the Board Meeting Minutes from December 13, 2017. *Director Schank made the motion to approve the Minutes of the Board meeting on December 13, 2017. The motion was seconded by Director Erquiaga and unanimously approved by the CWSD Board, with Director Abowd abstaining for not having been at that meeting.*

CONSENT AGENDA

Item #7 – For Possible Action: Approval of Treasurer’s Report for December 2017.

Item #8 – For Possible Action: Payment of Bills for December 2017.

Item #9 – For Possible Action: Approval of Interlocal Contract #2018-1 with Carson City to Prevent Mapped Stands of Yellow Starthistle from Establishing in the Carson River Watershed Utilizing Nevada Department of Agriculture Funding in an amount not to exceed \$4,500.00.

Item #10 – For Possible Action: Approval of Interlocal Contract #2018-2 with Dayton Valley Conservation District to Prevent Mapped Stands of Yellow Starthistle from Establishing in the Carson River Watershed Utilizing Nevada Department of Agriculture Funding in an amount not to exceed \$18,500.

Item #11 – For Possible Action: Approval of Agreement #2018-3 with River Wranglers to for Flood Awareness Outreach to the Schools Located in the Carson River Watershed in an amount not to exceed \$4,000.00.

Item #12 – For Possible Action: Adoption of the Adaptive Carson River Stewardship Plan 2017 Update.

There was no public comment. *Director Bonkowski made the motion to approve Items #7-12 of the Consent Agenda. The motion was seconded by Director Erquiaga and unanimously approved by the CWSD Board.*

END OF CONSENT AGENDA

Item #13 – For Possible Action: Select a CWSD Treasurer for 2018. Mr. James explained that with the new policies in place Alpine County can no longer serve as Treasurer since they are not a Nevada county. Director Penzel was suggested as the new Treasurer and has agreed to serve if voted in.

There was no public comment. *Director Schank made the motion to select Director Penzel as CWSD Treasurer for 2018. The motion was seconded by Director Roberts and unanimously approved by the CWSD Board.*

RECESS TO CONVENE AS THE CARSON RIVER WATERSHED COMMITTEE

Item #14 – Roll Call – Director Abowd convened the Carson River Watershed Committee and a roll call was taken.

Committee Members present:

CWSD Directors as presented in roll call above
Don Jardine, Alpine County

Committee Members not present:

Don Frensdorff
David Griffith, Alpine County
Doug Johnson
Fred Stodieck
Steve Thaler

Item #15 – Discussion Only: Public Comment – None**Item #16 – For Possible Recommendation: Review CWSD 2017 Activities and**

Accomplishments. Mr. James explained that on p. 237 of the Board package begins the 2017 Activities and Accomplishments. Based on approval tonight, this will be sent to all the counties. Since Mr. Penzel had requested that the 2018 activities be more in-depth than the previous year's list, Mr. James asked him if what is included in this list is adequate. Mr. Penzel indicated that it is.

Committee Member Penzel made the motion that the Carson River Watershed Committee recommend CWSD Board approval of the CWSD 2017 Activities and Accomplishments. The motion was seconded by Committee Member Jardine and unanimously approved by the Carson River Watershed Committee.

Public Comment: Austin Osborne asked if it is too early to list Storey County as part of the Dayton Valley Area Drainage Master Plan project under FEMA MAS #8. Mr. James responded that since part of Storey County is in the watershed, there is no problem calling the project the Lyon/Storey County Area Drainage Master Plan.

Committee Member Penzel modified his motion to add Storey County to the Dayton Area Drainage Master Plan project as requested. as second to the original motion, Committee Member Jardine agreed to the modification. The modified motion was approved by the Carson River Watershed Committee.

Item #17 – For Possible Recommendation: Request from Churchill County to fund a study to calculate peak flows below Lahontan Reservoir that meets FEMA requirements.

Mr. James explained that with the large 2017 river flows the Churchill County community came together and did a lot of work in the area to avoid flooding. There was a request from Churchill County to fund a study to calculate the peak flows below Lahontan Reservoir that meet the FEMA requirements. The current data is based on 1970s data.

Mr. Penzel asked what part of the area below Lahontan is included. Mr. James responded that the U.S. Bureau of Reclamation (USBR) is flying LiDAR to do elevation study a little farther east of watershed. This study is to measure what comes out of Lahontan. To do a larger project we would request FEMA funding. There is a question of whether last year was peak flood flow or if they handle more water. Mr. James explained that the study will consider routing water through the reservoir and operation procedures.

Mr. Penzel introduced Jack Jacobs, who is current a berry farmer in Douglas County but used to be a flood manager. Mr. Jacobs offered to help in any way his experience will allow.

Mr. Schank asked if whether the study would be looking at the 4,000 cfs coming out of the reservoir and topping the spillway or what the canal system can handle. Mr. James explained that the question is what the actual peak flow is and what the system can handle. Mr. Schank noted that the last big flood in Churchill County occurred in 1907, before Lahontan was built, and that had event the largest flow before last year. He suggested that we should study what warm rain on snow causes an overflow. The flooding event in Churchill County was 3,000 cfs of flooding, but above Lahontan the flow was 15,000+ cfs. If the reservoir was already full, at what point is it considered a 100-yr. flood event?

Mr. Shank suggested that we need to be looking at when they need to start precautionary drawdowns based on what is in Lahontan today and what is on the mountains. This would also help with TCID operations to determine what the USBR needs to do to avoid flooding below Lahontan when there is flooding above the reservoir.

Mr. Roberts clarified that what is being asked for here is to do a status flow study like what was done up river to determine flood maps. Ms. Abowd asked if this will help Fallon residents with the cost of flood insurance. Mr. James responded that this could, but this project does not mean that the community wants to pursue a new flood mapping study. This information, plus the LiDAR data, can be used to do a new study, but this information can be used for just planning purposes.

Mr. Penzel explained that this study will create a starting point for an algorithm to begin to know when to release water. It calculates a cue for a 100-yr. flood event. Mr. Bonkowski noted that additional studies may need to be done and requested more detail about what will be done and an overall scope and cost.

Committee Member Roberts made the motion that the Carson River Watershed Committee recommend that the CWSD Board direct staff to proceed as written but come back to the Board and get with interested parties for additional information. The motion was seconded by Committee Member Penzel and unanimously approved by the Carson River Watershed Committee.

Item #18 – Discussion Only: Public Comment. None.

ADJOURN TO RECONVENE AS THE CARSON WATER SUBCONSERVANCY DISTRICT BOARD OF DIRECTORS

Item #19 – For Possible Action: Review and approve the CWSD 2017 Activities and Accomplishments. This item was discussed earlier in the meeting under Item #16. There was no further Board or public comment.

Item #20 – For Possible Action: Request from Churchill County to fund a study to calculate peak flows below Lahontan Reservoir that meets FEMA requirements. This item was discussed earlier in the meeting under Item #17. There was no further Board or public comment.

Director Bonkowski made the motion that Items #19-20 be approved as discussed in one motion. Director Roberts seconded the motion which was unanimously approved by the CWSD Board.

Item #21 – Discussion Only: Staff Reports

General Manager - Mr. James reported:

- The Water Summit which will be held on 1/30/18 is drawing a lot of interest. He encouraged everyone to attend.
- There is a concern with the Virginia/Rocky diversion structure. Mr. James met with the ditch operator and went for a tour of the area on Monday. The ditch operator wants to do gravel removal but is confused about current regulations. He would have previously done removal under maintenance. He has asked Mr. James to coordinate with State Lands and other parties on getting permits.
- Mr. James met with Alpine County representatives about the MOU to establish Alpine County's participation in CWSD this morning. Alpine County has questions to be answered before signing the MOU. They will check with their workers comp carrier, as will we.
- Mr. James has been talking with Austin Osborne about a similar MOU with Storey County.
- A USBR Drought Planning grant proposal to look at a study on upstream storage is due on 2/7/18. Drought planning includes future climate changes causing earlier runoff and how to manage the water without negatively impacting downstream. Mr. James will bring this item to the Board at the February meeting.

Brenda Hunt reported:

- The Watershed Forum is scheduled for April 11-12, 2018 and will focus on floodplain management on the first day and watershed-wide issues on the second day.
- 2018 is the 20th anniversary of the creation of the Carson River Coalition (CRC). We are planning a celebration in early June and are considering Fuji Park as the location since it will also get people out to Clear Creek to see projects done there.

Debbie Neddenriep reported that there will be a River Wranglers fundraising event/retirement party for Linda Conlin on Saturday, 1/20/18, from 4:30 – 7:30 p.m. at the Dayton Valley Community Center. She encouraged everyone to come.

Director Penzel corrected the staff report in the Board package. On 12/21/17, it should say that Ed met with Senator Settelmeyer instead of Assemblyman Settelmeyer. He also asked what the Discovery meeting on 1/9/18 was about since the term "discovery" is usually linked to a legal issue. Mr. James explained that Discovery is a FEMA term for identifying potential projects to be undertaken with the Mapping Activity Statement (MAS) funding.

Mr. James explained that the meeting was called by Senator Settelmeyer to get everyone on the same page about what we can and cannot do in the river and who is responsible, as well as how to be prepared for next flood event. Brad Crowell, Director of Conservation and Natural Resources, has requested another meeting with Mr. James on Friday to talk about this issue in more detail. After the last flooding the State could have done things to help expedite the repair process, so it is prudent to have a plan in place in the event of another flood. The State's concern is not wanting to have State liability without resources behind it.

Director Schank suggested that since Senator Settelmeyer is involved, the Legislative Committee meet with him about legislative bill drafts for the upcoming legislative session to potentially solve

some of these problems. Mr. James responded that Senator Settelmeyer offered to sponsor legislation. Director Penzel suggested that the Legislative Committee draft some proposed language to submit a BDR before the legislative session starts. Mr. James responded that he will consider setting up a Legislative Committee meeting after Friday's meeting with Brad Crowell. Director Penzel noted that if State doesn't take responsibility to make repairs after flooding, the counties will have to even though neither has the money. At least if the county must do it, they can get in the river quicker. Director Schank noted that if the State can't do it, they ought to enter into some kind of agreement, like maintenance contracts, with local governments so that the local governments can do what needs to be done to prevent disasters. Director Penzel suggested that CWSD could serve as the central entity. Director Abowd noted that this topic needs to be agendized for further discussion at another meeting.

Legal –Mr. Benesch had nothing specific to report.

Item #22- Discussion Only: Directors' Reports

Item #23 – Discussion Only: Update on activities in Alpine County. Supervisor Jardine reported:

- The Lahontan Regional Water Quality Control Board (LRWQCB) met to talk about a Local Area Management Plan (LAMP) program to require county approval for septic systems on one acre or less parcels. Older septic systems will be grandfathered in, but new half-acre parcels will require approval.
- On February 6, 2018, STPUD will be conducting a tour of Hope Valley after their meeting which begins at 1:30 p.m.

Item #24 – Discussion Only: Update on activities in Storey County. Austin Osborne reported:

- The USGS started having 53 people volunteering to have their wells monitored in the Highlands area. So far it would seem that wells up 20-40 feet since last year.
- Virginia City continues updating its sewer system under the inspection of the Historical Society.
- The county passed an ordinance for Title 16 and 17 for subdivisions to make sure water will be there before development.

Item #25 – Discussion Only: Public Comment. None.

There being no further business to come before the Board, Director Schank made the motion and the meeting was adjourned at 7:44 p.m.

Respectfully submitted,

Toni Leffler
Secretary

AGENDA ITEM #7

TREASURER'S REPORT

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

02/09/18

Balance Sheet

Accrual Basis

As of January 31, 2018

	Jan 31, 18
ASSETS	
Current Assets	
Checking/Savings	
1010-00 · Cash in Checking - B of A	23,118.94
1011-00 · Petty Cash	100.00
1014-00 · Local Gov't Inv. Pool-Regular	834,234.39
1029-00 · Bank of America-Savings	148.97
Total Checking/Savings	857,602.30
Other Current Assets	
1055-00 · Payroll Deposit - Carson City	500.00
Total Other Current Assets	500.00
Total Current Assets	858,102.30
TOTAL ASSETS	858,102.30
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
3360-00 · Accrued Vacation	28,591.67
3362-00 · Accrued sick leave	47,342.91
Total Other Current Liabilities	75,934.58
Total Current Liabilities	75,934.58
Total Liabilities	75,934.58
Equity	
4000-00 · Fund Balance	608,255.94
Net Income	173,911.78
Total Equity	782,167.72
TOTAL LIABILITIES & EQUITY	858,102.30

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

02/09/18

Profit & Loss YTD Comparison

Accrual Basis

January 2018

	Jan 18	Jul '17 - Jan 18
Ordinary Income/Expense		
Income		
5009-00 · Churchill County Ad Valorem	64,068.76	124,160.11
5010-00 · Lyon County Ad Valorem	23,698.02	102,363.96
5011-00 · Douglas County Ad Valorem	66,335.69	351,008.57
5012-00 · Carson City Ad Valorem		218,603.91
5022-00 · Water Lease - Mud Lake		
5023-00 · Water Lease-Lost Lakes		
5031-00 · Interest Income-LGIP Reg.	884.63	3,995.37
5045-00 · Interest Income-B of A Savings		2.65
5050-00 · Watershed Coordinator		
5050-10 · NDEP Watershed Coord. 2015-18		12,822.33
Total 5050-00 · Watershed Coordinator		12,822.33
5063-00 · Environmental Education Program		
5063-04 · NDEP-Env.Ed.Coord.2015-17		5,566.20
5063-05 · NDEP-Env.Ed.Coord. 2017-18		7,242.89
Total 5063-00 · Environmental Education Program		12,809.09
5093-00 · FEMA - MAS #6		10,920.24
5094-00 · NDEP-VA/Rocky Bank Stab.Design		
5095-00 · NDEP-WS Literacy Implementation		402.96
5096-00 · NFWF-Weed Mgmt.		-8,082.23
5097-00 · BLM-Weed Mgmt. Grant		
5098-00 · FEMA -MAS #7		
5098-01 · DoCo pmt for Johnson Ln.		95,000.00
5098-00 · FEMA -MAS #7 - Other	20,638.34	177,768.90
Total 5098-00 · FEMA -MAS #7	20,638.34	272,768.90
5099-00 · NDEP-WS Lit.Implement.-Phase 3		218.87
6000-00 · FEMA-MAS #8	8,560.18	9,931.68
Total Income	184,185.62	1,111,926.41
Expense		
7015-00 · Salaries & Wages	28,859.94	209,272.86
7020-00 · Employee Benefits	10,681.43	76,277.69
7021-00 · Workers Comp Ins.	8.82	178.70
7101-00 · Director's Fees		
7101-01 · Director Benefits		99.07
7101-00 · Director's Fees - Other		6,835.04
Total 7101-00 · Director's Fees		6,934.11
7102-00 · Insurance		5,569.76
7103-00 · Office Supplies	89.83	1,054.35
7104-00 · Postage	93.11	486.67
7105-00 · Rent	2,157.00	15,099.00
7106-00 · Telephone/Internet	299.94	2,099.58
7107-00 · Travel-transport/meals/lodging		
7107-01 · Car Allowance	566.42	4,078.22
7107-00 · Travel-transport/meals/lodging - Other	53.85	3,236.92
Total 7107-00 · Travel-transport/meals/lodging	620.27	7,315.14
7108-00 · Dues & Publications		474.92
7109-00 · Miscellaneous Expense		14.50
7110-00 · Seminars & Education		590.00
7111-00 · Office Equipment		719.98
7112-00 · Bank Charges		1.00
7114-00 · Outside Professional Services		3,950.00
7115-00 · Accounting		8,000.00
7116-00 · Legal	6,738.66	20,385.78
7117-00 · Lost Lakes Expenses		1,078.74

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

02/09/18

Profit & Loss YTD Comparison

Accrual Basis

January 2018

	Jan 18	Jul '17 - Jan 18
7120-00 · Integrated Watershed Programs		
7120-07 · Watershed Tour		26.95
7120-30 · Watershed Coord.Exp. 2015-17	203.09	2,923.63
7120-31 · NDEP-WS Program Exp. 2018	141.17	141.17
Total 7120-00 · Integrated Watershed Programs	344.26	3,091.75
7125-00 · Environmental Ed.Coord.Exp.		
7125-02 · Env.Ed.Coord.Exp. 2015-17	1,864.71	7,027.92
7125-03 · Env. Ed. Coord. Exp. 2017-18	39.30	6,884.80
Total 7125-00 · Environmental Ed.Coord.Exp.	1,904.01	13,912.72
7332-00 · Carson River Work Days		
7332-02 · CR Work Days 2016-17		
7332-03 · CR Work Days 2017-18		562.02
Total 7332-00 · Carson River Work Days		562.02
7337-00 · Carson River Restoration		
7337-01 · Upper Carson River Grant.		
7337-17 · CVCD-CV Clearing & Snagging		26,251.30
Total 7337-01 · Upper Carson River Grant.		26,251.30
7337-03 · Dayton Valley Conserv		
7337-31 · DVCD-Restoration Proj.2015-17		
7337-32 · DVCD-Storey Co. Weed Abatement		
7337-33 · DVCD--Restoration Proj. 2017-19	12,124.78	26,225.14
Total 7337-03 · Dayton Valley Conserv	12,124.78	26,225.14
Total 7337-00 · Carson River Restoration	12,124.78	52,476.44
7404-00 · Noxious Weeds Control-CR Wtrshd		
7404-01 · Noxious Weed Control-Alpine Co.		
7404-02 · Noxious Weed Control-Douglas Co		
7404-03 · Noxious Weed Control-CarsonCity		
7404-04 · Noxious Weed Control-Lyon Co.		14,989.28
7404-05 · Noxious Weed Control-Churchill		
Total 7404-00 · Noxious Weeds Control-CR Wtrshd		14,989.28
7427-00 · FEMA MAS #6		
7427-02 · Goni Cr(CC)-M.Baker		8,918.44
7427-03 · Ramsey (LyCo)-Kimley & ROA		1,500.00
7427-04 · CC Inundation Map-Kimley		
7427-05 · Public Outreach-Orangetree		
7427-00 · FEMA MAS #6 - Other		14.47
Total 7427-00 · FEMA MAS #6		10,432.91
7428-00 · NDEP-VA/Rocky Bank Stab. Design		0.05
7429-00 · NDEP-Wtrshd Lit.Implementation	87.50	126.73
7430-00 · NFWF - Weed Mgmt.		3.66
7431-00 · BLM - Weed Mgmt.		1.28
7432-00 · FEMA MAS #7		
7432-01 · Voltaire Cyn.(Cardno)		13,327.97
7432-02 · Johnson Ln.(JE Fuller)	19,167.75	220,160.51
7432-03 · Outreach-FAW		8,734.72
7432-04 · Discovery Flood Plan Update(MB)		15,824.98
7432-00 · FEMA MAS #7 - Other	43.24	124.44
Total 7432-00 · FEMA MAS #7	19,210.99	258,172.62
7433-00 · NDEP-WS Lit.Impl.-Phase 3	10.69	1,631.84
7434-00 · FEMA MAS #8		
7434-02 · Update Floodplain Ord.(Loveberg)		3,497.50
7434-00 · FEMA MAS #8 - Other	29.85	82.19

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

02/09/18

Profit & Loss YTD Comparison

Accrual Basis

January 2018

	Jan 18	Jul '17 - Jan 18
Total 7434-00 · FEMA MAS #8	29.85	3,579.69
7500-00 · USGS Stream Gage Contract		
7500-02 · Stream Gages 2017-19	19,601.25	19,601.25
7500-00 · USGS Stream Gage Contract - Other		19,601.00
Total 7500-00 · USGS Stream Gage Contract	19,601.25	39,202.25
7508-00 · USGS Do.Co.WQ & GW Monitoring		
7508-02 · Do/LyCo WQ/GW Mon. 2017-19	4,189.00	8,377.00
Total 7508-00 · USGS Do.Co.WQ & GW Monitoring	4,189.00	8,377.00
7526-00 · USGS-Eagle/Dayton/Ch.Vly.Mon.	10,897.00	10,897.00
7600-00 · Alpine County Projects		
7600-05 · Alpine Watershed Programs		10,000.00
7600-10 · Al.Co.-Mesa GW Monitoring	104.86	107.00
Total 7600-00 · Alpine County Projects	104.86	10,107.00
7610-00 · Douglas County Projects		
7610-10 · Do.Co.Reg.Pipeline Debt Service		62,500.00
Total 7610-00 · Douglas County Projects		62,500.00
7620-00 · Carson City Projects		
7620-11 · CC Reg.Pipeline Debt Service	62,500.00	62,500.00
Total 7620-00 · Carson City Projects	62,500.00	62,500.00
7630-00 · Lyon County Projects		
7630-11 · USGS Maint Costs-Dayton Gauge		5,375.00
Total 7630-00 · Lyon County Projects		5,375.00
7640-00 · Churchill County Projects		
7640-09 · Lahontan Vly.Wtr.Lvl.Measure.	3,852.00	7,489.30
7640-16 · Dixie Vly.Wtr.Lvl.Measurement	9,082.11	13,083.31
Total 7640-00 · Churchill County Projects	12,934.11	20,572.61
Total Expense	193,487.30	938,014.63
Net Ordinary Income	-9,301.68	173,911.78
Other Income/Expense		
Other Income		
8009-00 · Trans. In-Floodplain Mgmt. Fd.		
Total Other Income		
Net Other Income		
Net Income	-9,301.68	173,911.78

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

02/09/18

Profit & Loss Budget vs. Actual

Accrual Basis

July 2017 through January 2018

	Jul '17 - Jan 18	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5008-00 · Alpine Co. Joint Powers contrib		9,500.00	-9,500.00	
5009-00 · Churchill County Ad Valorem	124,160.11	202,623.80	-78,463.69	61.3%
5010-00 · Lyon County Ad Valorem	102,363.96	159,278.00	-56,914.04	64.3%
5011-00 · Douglas County Ad Valorem	351,008.57	509,928.53	-158,919.96	68.8%
5012-00 · Carson City Ad Valorem	218,603.91	392,614.77	-174,010.86	55.7%
5022-00 · Water Lease - Mud Lake		52,500.00	-52,500.00	
5023-00 · Water Lease-Lost Lakes		2,000.00	-2,000.00	
5025-00 · Int. Inc.-US Bank CD				
5031-00 · Interest Income-LGIP Reg.	3,995.37	4,000.00	-4.63	99.9%
5044-00 · Int-1st Independent Bk of NV CD				
5045-00 · Interest Income-B of A Savings	2.65	20.00	-17.35	13.3%
5050-00 · Watershed Coordinator				
5050-07 · CRC donation				
5050-10 · NDEP Watershed Coord. 2015-18	12,822.33	20,930.00	-8,107.67	61.3%
5050-12 · NDEP-WS Coordinator 2018		24,810.00	-24,810.00	
5050-00 · Watershed Coordinator - Other				
Total 5050-00 · Watershed Coordinator	12,822.33	45,740.00	-32,917.67	28.0%
5060-00 · Misc. Income				
5060-02 · Watershed Tour		5,900.00	-5,900.00	
Total 5060-00 · Misc. Income		5,900.00	-5,900.00	
5063-00 · Environmental Education Program				
5063-04 · NDEP-Env.Ed.Coord.2015-17	5,566.20	10,400.00	-4,833.80	53.5%
5063-05 · NDEP-Env.Ed.Coord. 2017-18	7,242.89	49,550.00	-42,307.11	14.6%
Total 5063-00 · Environmental Education Program	12,809.09	59,950.00	-47,140.91	21.4%
5082-00 · Alpine Co.-CASGEM Grant		1,450.00	-1,450.00	
5083-00 · Al.Co.-Mesa GW Monitoring Grant		1,400.00	-1,400.00	
5087-00 · FEMA MAS #4 (Flood Maps)				
5092-00 · FEMA - MAS #5				
5093-00 · FEMA - MAS #6	10,920.24	3,542.00	7,378.24	308.3%
5094-00 · NDEP-VA/Rocky Bank Stab.Design				
5095-00 · NDEP-WS Literacy Implementation	402.96	31,136.00	-30,733.04	1.3%
5096-00 · NFWF-Weed Mgmt.	-8,082.23	18,900.00	-26,982.23	-42.8%
5097-00 · BLM-Weed Mgmt. Grant		31,360.00	-31,360.00	
5098-00 · FEMA -MAS #7				
5098-01 · DoCo pmt for Johnson Ln.	95,000.00			
5098-00 · FEMA -MAS #7 - Other	177,768.90	384,900.00	-207,131.10	46.2%
Total 5098-00 · FEMA -MAS #7	272,768.90	384,900.00	-112,131.10	70.9%
5099-00 · NDEP-WS Lit.Implement.-Phase 3	218.87	66,790.00	-66,571.13	0.3%
6000-00 · FEMA-MAS #8	9,931.68			
Total Income	1,111,926.41	1,983,533.10	-871,606.69	56.1%
Expense				
7015-00 · Salaries & Wages	209,272.86	375,000.00	-165,727.14	55.8%
7020-00 · Employee Benefits	76,277.69	149,000.00	-72,722.31	51.2%
7021-00 · Workers Comp Ins.	178.70	1,500.00	-1,321.30	11.9%
7101-00 · Director's Fees				
7101-01 · Director Benefits	99.07			
7101-00 · Director's Fees - Other	6,835.04	13,500.00	-6,664.96	50.6%
Total 7101-00 · Director's Fees	6,934.11	13,500.00	-6,565.89	51.4%
7102-00 · Insurance	5,569.76	6,500.00	-930.24	85.7%
7103-00 · Office Supplies	1,054.35	3,000.00	-1,945.65	35.1%
7104-00 · Postage	486.67	800.00	-313.33	60.8%
7105-00 · Rent	15,099.00	25,780.00	-10,681.00	58.6%
7106-00 · Telephone/Internet	2,099.58	4,000.00	-1,900.42	52.5%

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

02/09/18

Profit & Loss Budget vs. Actual

Accrual Basis

July 2017 through January 2018

	Jul '17 - Jan 18	Budget	\$ Over Budget	% of Budget
7107-00 · Travel-transport/meals/lodging				
7107-01 · Car Allowance	4,078.22			
7107-00 · Travel-transport/meals/lodging - Other	3,236.92	16,000.00	-12,763.08	20.2%
Total 7107-00 · Travel-transport/meals/lodging	7,315.14	16,000.00	-8,684.86	45.7%
7108-00 · Dues & Publications	474.92	1,200.00	-725.08	39.6%
7109-00 · Miscellaneous Expense	14.50	1,500.00	-1,485.50	1.0%
7110-00 · Seminars & Education	590.00	3,000.00	-2,410.00	19.7%
7111-00 · Office Equipment	719.98	3,000.00	-2,280.02	24.0%
7112-00 · Bank Charges	1.00	200.00	-199.00	0.5%
7114-00 · Outside Professional Services	3,950.00	10,000.00	-6,050.00	39.5%
7115-00 · Accounting	8,000.00	16,000.00	-8,000.00	50.0%
7116-00 · Legal	20,385.78	40,700.00	-20,314.22	50.1%
7117-00 · Lost Lakes Expenses	1,078.74	11,000.00	-9,921.26	9.8%
7118-00 · Mud Lake O & M		1,000.00	-1,000.00	
7120-00 · Integrated Watershed Programs				
7120-07 · Watershed Tour	26.95	6,000.00	-5,973.05	0.4%
7120-08 · Invasive Species Programs				
7120-30 · Watershed Coord.Exp. 2015-17	2,923.63	8,444.00	-5,520.37	34.6%
7120-31 · NDEP-WS Program Exp. 2018	141.17	2,000.00	-1,858.83	7.1%
Total 7120-00 · Integrated Watershed Programs	3,091.75	16,444.00	-13,352.25	18.8%
7125-00 · Environmental Ed.Coord.Exp.				
7125-02 · Env.Ed.Coord.Exp. 2015-17	7,027.92	8,360.00	-1,332.08	84.1%
7125-03 · Env. Ed. Coord. Exp. 2017-18	6,884.80	46,430.00	-39,545.20	14.8%
Total 7125-00 · Environmental Ed.Coord.Exp.	13,912.72	54,790.00	-40,877.28	25.4%
7215-00 · Sierra NV Journeys-Family Night		3,000.00	-3,000.00	
7332-00 · Carson River Work Days				
7332-02 · CR Work Days 2016-17				
7332-03 · CR Work Days 2017-18	562.02	26,000.00	-25,437.98	2.2%
Total 7332-00 · Carson River Work Days	562.02	26,000.00	-25,437.98	2.2%
7337-00 · Carson River Restoration				
7337-01 · Upper Carson River Grant.				
7337-15 · CVCD-Bioengr/Erosion Control-CV				
7337-17 · CVCD-CV Clearing & Snagging	26,251.30	105,000.00	-78,748.70	25.0%
Total 7337-01 · Upper Carson River Grant.	26,251.30	105,000.00	-78,748.70	25.0%
7337-02 · Carson River Adv. Gr.				
7337-23 · Golden Eagle Ln Erosion		60,000.00	-60,000.00	
Total 7337-02 · Carson River Adv. Gr.		60,000.00	-60,000.00	
7337-03 · Dayton Valley Conserv				
7337-31 · DVCD-Restoration Proj.2015-17				
7337-32 · DVCD-Storey Co. Weed Abatement		2,000.00	-2,000.00	
7337-33 · DVCD--Restoration Proj. 2017-19	26,225.14	176,500.00	-150,274.86	14.9%
Total 7337-03 · Dayton Valley Conserv	26,225.14	178,500.00	-152,274.86	14.7%
7337-04 · Lahontan Conserv.Dist		15,000.00	-15,000.00	
Total 7337-00 · Carson River Restoration	52,476.44	358,500.00	-306,023.56	14.6%
7404-00 · Noxious Weeds Control-CR Wtrshd				
7404-01 · Noxious Weed Control-Alpine Co.		15,000.00	-15,000.00	
7404-02 · Noxious Weed Control-Douglas Co		15,000.00	-15,000.00	
7404-03 · Noxious Weed Control-CarsonCity		15,000.00	-15,000.00	
7404-04 · Noxious Weed Control-Lyon Co.	14,989.28	15,000.00	-10.72	99.9%
7404-05 · Noxious Weed Control-Churchill		15,000.00	-15,000.00	
Total 7404-00 · Noxious Weeds Control-CR Wtrshd	14,989.28	75,000.00	-60,010.72	20.0%

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

02/09/18

Profit & Loss Budget vs. Actual

Accrual Basis

July 2017 through January 2018

	Jul '17 - Jan 18	Budget	\$ Over Budget	% of Budget
7420-00 · FEMA MAS #4 (Flood Map)				
7426-00 · FEMA MAS #5-Charter/Map/Model				
7427-00 · FEMA MAS #6				
7427-02 · Goni Cr(CC)-M.Baker	8,918.44			
7427-03 · Ramsey (LyCo)-Kimley & ROA	1,500.00			
7427-04 · CC Inundation Map-Kimley				
7427-05 · Public Outreach-Orangetree				
7427-00 · FEMA MAS #6 - Other	14.47	1,920.00	-1,905.53	0.8%
Total 7427-00 · FEMA MAS #6	10,432.91	1,920.00	8,512.91	543.4%
7428-00 · NDEP-VA/Rocky Bank Stab. Design				
7428-01 · CWSD match-VA/Rocky Design				
7428-00 · NDEP-VA/Rocky Bank Stab. Design - Other	0.05		0.05	100.0%
Total 7428-00 · NDEP-VA/Rocky Bank Stab. Design	0.05		0.05	100.0%
7429-00 · NDEP-Wtrshd Lit.Implementation	126.73	30,251.00	-30,124.27	0.4%
7430-00 · NFWF - Weed Mgmt.	3.66	14,400.00	-14,396.34	0.0%
7431-00 · BLM - Weed Mgmt.	1.28	29,090.00	-29,088.72	0.0%
7432-00 · FEMA MAS #7				
7432-01 · Voltaire Cyn.(Cardno)	13,327.97			
7432-02 · Johnson Ln.(JE Fuller)	220,160.51			
7432-03 · Outreach-FAW	8,734.72			
7432-04 · Discovery Flood Plan Update(MB)	15,824.98			
7432-00 · FEMA MAS #7 - Other	124.44	356,809.00	-356,684.56	0.0%
Total 7432-00 · FEMA MAS #7	258,172.62	356,809.00	-98,636.38	72.4%
7433-00 · NDEP-WS Lit.Impl.-Phase 3	1,631.84	61,290.00	-59,658.16	2.7%
7434-00 · FEMA MAS #8				
7434-02 · Update Floodplain Ord.(Loveberg)	3,497.50			
7434-00 · FEMA MAS #8 - Other	82.19			
Total 7434-00 · FEMA MAS #8	3,579.69			
7500-00 · USGS Stream Gage Contract				
7500-02 · Stream Gages 2017-19	19,601.25			
7500-00 · USGS Stream Gage Contract - Other	19,601.00	75,530.00	-55,929.00	26.0%
Total 7500-00 · USGS Stream Gage Contract	39,202.25	75,530.00	-36,327.75	51.9%
7508-00 · USGS Do.Co.WQ & GW Monitoring				
7508-01 · Do/LyCo WQ/GW Mon. 2015-17				
7508-02 · Do/LyCo WQ/GW Mon. 2017-19	8,377.00	14,440.00	-6,063.00	58.0%
Total 7508-00 · USGS Do.Co.WQ & GW Monitoring	8,377.00	14,440.00	-6,063.00	58.0%
7524-00 · USGS-GW Lvl & WQ in Ch.Co.				
7524-01 · USGS-GW Lvl & WQ-ChCo 2014-17				
Total 7524-00 · USGS-GW Lvl & WQ in Ch.Co.				
7526-00 · USGS-Eagle/Dayton/Ch.Vly.Mon.	10,897.00	19,195.00	-8,298.00	56.8%
7600-00 · Alpine County Projects				
7600-05 · Alpine Watershed Programs	10,000.00	20,000.00	-10,000.00	50.0%
7600-09 · Al.Co.-CASGEM		10.00	-10.00	
7600-10 · Al.Co.-Mesa GW Monitoring	107.00	10.00	97.00	1,070.0%
Total 7600-00 · Alpine County Projects	10,107.00	20,020.00	-9,913.00	50.5%
7610-00 · Douglas County Projects				
7610-10 · Do.Co.Reg.Pipeline Debt Service	62,500.00	125,000.00	-62,500.00	50.0%
7610-18 · DoCo-Sierra Country Estates				
Total 7610-00 · Douglas County Projects	62,500.00	125,000.00	-62,500.00	50.0%
7620-00 · Carson City Projects				

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

02/09/18

Profit & Loss Budget vs. Actual

Accrual Basis

July 2017 through January 2018

	Jul '17 - Jan 18	Budget	\$ Over Budget	% of Budget
7620-11 · CC Reg.Pipeline Debt Service	62,500.00	125,000.00	-62,500.00	50.0%
Total 7620-00 · Carson City Projects	62,500.00	125,000.00	-62,500.00	50.0%
7630-00 · Lyon County Projects				
7630-11 · USGS Maint Costs-Dayton Gauge	5,375.00	9,300.00	-3,925.00	57.8%
Total 7630-00 · Lyon County Projects	5,375.00	9,300.00	-3,925.00	57.8%
7640-00 · Churchill County Projects				
7640-09 · Lahontan Vly.Wtr.Lvl.Measure.	7,489.30	30,700.00	-23,210.70	24.4%
7640-15 · LCD-Sand Bar Removal in ChCo		15,000.00	-15,000.00	
7640-16 · Dixie Vly.Wtr.Lvl.Measurement	13,083.31	23,600.00	-10,516.69	55.4%
Total 7640-00 · Churchill County Projects	20,572.61	69,300.00	-48,727.39	29.7%
Total Expense	938,014.63	2,167,959.00	-1,229,944.37	43.3%
Net Ordinary Income	173,911.78	-184,425.90	358,337.68	-94.3%
Other Income/Expense				
Other Income				
8005-00 · Beginning Equity		711,536.00	-711,536.00	
8009-00 · Trans. In-Floodplain Mgmt. Fd.				
Total Other Income		711,536.00	-711,536.00	
Other Expense				
8002-00 · Transfer Out-Acq/Const Fund				
8008-00 · Preliminary Planning		405,000.00	-405,000.00	
8014-00 · Trans. Out-Floodplain Mgmt. Fd.				
Total Other Expense		405,000.00	-405,000.00	
Net Other Income		306,536.00	-306,536.00	
Net Income	173,911.78	122,110.10	51,801.68	142.4%

Profit & Loss YTD Comparison

January 2018

	Jan 18	Jul '17 - Jan 18
Ordinary Income/Expense		
Income		
5032-01 - Interest Income - LGIP Res.	736.43	4,631.91
Total Income	736.43	4,631.91
Net Ordinary Income	736.43	4,631.91
Net Income	736.43	4,631.91

Profit & Loss YTD Comparison

January 2018

	Jan 18	Jul '17 - Jan 18
Ordinary Income/Expense		
Income		
5032-01 - Interest Income - LGIP Res.	736.43	4,631.91
Total Income	736.43	4,631.91
Net Ordinary Income	736.43	4,631.91
Net Income	736.43	4,631.91

Profit & Loss Budget vs. Actual

July 2017 through January 2018

	Jul '17 - Jan 18	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5032-01 · Interest Income - LGIP Res.	4,631.91	5,850.00	-1,218.09	79.2%
Total Income	4,631.91	5,850.00	-1,218.09	79.2%
Expense				
7325-01 · Acquisition Wtr Rts/Structures		660,000.00	-660,000.00	
Total Expense		660,000.00	-660,000.00	
Net Ordinary Income	4,631.91	-654,150.00	658,781.91	-0.7%
Other Income/Expense				
Other Income				
8000-01 · Beginning Equity		689,629.00	-689,629.00	
Total Other Income		689,629.00	-689,629.00	
Net Other Income		689,629.00	-689,629.00	
Net Income	<u>4,631.91</u>	<u>35,479.00</u>	<u>-30,847.09</u>	<u>13.1%</u>

Floodplain Management Fund
Balance Sheet
As of January 31, 2018

	Jan 31, 18
ASSETS	
Current Assets	
Checking/Savings	
1013-03 · LGIP - Floodplain	221,508.94
1014-03 · Mutual of Omaha Bk CD	153,612.67
Total Checking/Savings	375,121.61
Total Current Assets	375,121.61
TOTAL ASSETS	375,121.61
LIABILITIES & EQUITY	
Equity	
32000 · Retained Earnings	382,074.12
Net Income	-6,952.51
Total Equity	375,121.61
TOTAL LIABILITIES & EQUITY	375,121.61

11:30 AM
02/09/18
Cash Basis

Floodplain Management Fund
Profit & Loss YTD Comparison
January 2018

	Jan 18	Jul '17 - Jan 18
Ordinary Income/Expense		
Income		
5032-03 · Int. Inc.-LGIP-Floodplain	238.69	1,533.06
5033-03 · Int.Inc.-Mutual of Omaha CD	148.65	1,023.28
Total Income	387.34	2,556.34
Expense		
7212-03 · CVCD-2017 Flood Permit/Repairs	0.00	7,191.80
7213-03 · DVCD-2017 Flood Permit/Repairs	796.59	2,317.05
Total Expense	796.59	9,508.85
Net Ordinary Income	-409.25	-6,952.51
Net Income	-409.25	-6,952.51

11:30 AM
02/09/18
Cash Basis

Floodplain Management Fund

Profit & Loss Budget vs. Actual

July 2017 through January 2018

	Jul '17 - Jan 18	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5032-03 · Int. Inc.-LGIP-Floodplain	1,533.06	1,000.00	533.06	153.3%
5033-03 · Int.Inc.-Mutual of Omaha CD	1,023.28	1,330.00	-306.72	76.9%
Total Income	2,556.34	2,330.00	226.34	109.7%
Expense				
7203-03 · Reg. Flood Preliminary Planning	0.00	210,000.00	-210,000.00	0.0%
7206-03 · Flood Project Along SR88-Minden	0.00	40,000.00	-40,000.00	0.0%
7210-03 · CVCD-2017 Flood Damage Assess.	0.00	0.00	0.00	0.0%
7211-03 · DVCD-2017 Flood Damage Assess.	0.00	0.00	0.00	0.0%
7212-03 · CVCD-2017 Flood Permit/Repairs	7,191.80	135,000.00	-127,808.20	5.3%
7213-03 · DVCD-2017 Flood Permit/Repairs	2,317.05	32,000.00	-29,682.95	7.2%
Total Expense	9,508.85	417,000.00	-407,491.15	2.3%
Net Ordinary Income	-6,952.51	-414,670.00	407,717.49	1.7%
Other Income/Expense				
Other Income				
8000-03 · Beginning Equity	0.00	381,928.00	-381,928.00	0.0%
Total Other Income	0.00	381,928.00	-381,928.00	0.0%
Other Expense				
8002-03 · Trans.Out-General Fund	0.00			
Total Other Expense	0.00			
Net Other Income	0.00	381,928.00	-381,928.00	0.0%
Net Income	-6,952.51	-32,742.00	25,789.49	21.2%

AGENDA ITEM #8

PAYMENT OF BILLS

11:26 AM

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

02/09/18

Transaction Detail by Account

Accrual Basis

January 2018

Type	Date	Num	Name	Memo	Amount	Balance
1010-00 · Cash in Checking - B of A						
Check	01/02/2018	8961	Deborah Neddenriep	Oct.-Dec. mileage reimb.	-62.87	-62.87
Check	01/02/2018	8962	Shane Fryer	Oct.-Dec. mileage reimb.	-156.76	-219.63
Check	01/03/2018	8963	Doug Johnson	Dec. 2017 mileage reimb.	-24.08	-243.71
Check	01/03/2018	8964	Ernest Schank	Dec. 2017 mileage reimb.	-68.16	-311.87
Check	01/03/2018	8965	Euronev, Ltd.	Jan.2018 rent-777 E. William St., #102, #103, #110 & #110A	-2,157.00	-2,468.87
Check	01/03/2018	8966	Ponderosa Stamp & Engraving Co. LL	Inv. #105696, 2018 AA Award plaques	-64.61	-2,533.48
Check	01/03/2018	8967	Law Office of George N. Benesch	Nov.-Dec. 2017 legal services, Inv. #14904 & #14905	-6,738.66	-9,272.14
Check	01/03/2018	8968	Bank of America	Dec. 2017-acct. #4024 4910 0003 3949	-102.50	-9,374.64
Check	01/03/2018	8969	Dayton Valley Conservation District	Inv. #DVCD-2, 10/1-12/31/17 restoration projects	-12,124.78	-21,499.42
Genera...	01/03/2018			DVCD flood damage repairs	796.59	-20,702.83
Check	01/03/2018	8970	Dayton Valley Conservation District	Inv. #DVCD-2, 10/1-12/31/17 flood damage repairs	-796.59	-21,499.42
Deposit	01/05/2018			Deposit	8,560.18	-12,939.24
Check	01/08/2018	8971	River Wranglers	Inv. #EE 2017-8, 10/1-12/31/17 Env. Ed.	-1,863.91	-14,803.15
Check	01/10/2018	8972	Charter Communications	Acct. #8354 11 001 0917880, 1/13-2/12/18	-299.94	-15,103.09
Check	01/10/2018	8973	Konica Minolta Business Solutions USA Inc	Acct. #3091, inv. #249416150	-59.41	-15,162.50
Check	01/10/2018	8974	Toni Leffler	Reimb. for Jan. Board package postage	-93.60	-15,256.10
Check	01/12/2018	8975	Nevada Retail Network SIG	4th qtr. 2017 pmt. online, Pol. #NRN10861	-8.82	-15,264.92
Deposit	01/16/2018			Deposit	130,404.45	115,139.53
Check	01/17/2018	8976	Carson City Public Works	Dec. 2017 Semi-Annual Pmt.-CC Water Line Interie	-62,500.00	52,639.53
Check	01/17/2018	8977	Carson City	Reimb. for 12/22/17-1/4/18 payroll #1	-19,919.64	32,719.89
Check	01/17/2018	8978	JE Fuller Hydrology & Geomorphology, Inc.	Inv. #P2751.01-8, Johnson Ln.Area Drainage Master Plan	-19,167.75	13,552.14
Check	01/17/2018	8979	Churchill County	Oct.-Dec. 2017, Lahontan Vly. Wtr. Lvl. Meas.	-3,852.00	9,700.14
Check	01/17/2018	8980	Churchill County	Oct.-Dec. 2017, Dixie Vly. Wtr. Lvl. Meas.	-9,082.11	618.03
Check	01/17/2018	8981	U.S. Geological Survey	Bill #90602006, Agmt.#17WSNV00114, Douglas Co.	-4,189.00	-3,570.97
Check	01/17/2018	8982	U.S. Geological Survey	Bill #90602007, Agmt.#17WSNV00115, Surface Water	-19,601.25	-23,172.22
Check	01/18/2018	8983	Louise Thompson	Oct.-Dec. 2017 mileage reimbursement	-218.07	-23,390.29
Deposit	01/26/2018			Deposit	23,698.02	307.73
Check	01/30/2018	8984	U.S. Geological Survey	Bill #90603481 Agmt.#17WSNV00139, Mid-Carson GW Mon.	-10,897.00	-10,589.27
Check	01/30/2018	8985	Carson City	Reimb. for 1/5-18/18 payroll #2	-20,188.15	-30,777.42
Check	01/31/2018	8986	cash	Jan. 2018 petty cash reimb.	-47.23	-30,824.65
Deposit	01/31/2018			Deposit	20,638.34	-10,186.31
Total 1010-00 · Cash in Checking - B of A					-10,186.31	-10,186.31
1011-00 · Petty Cash						
Genera...	01/31/2018			Jan. petty cash reimb.	-47.23	-47.23
Check	01/31/2018	8986	cash	Jan. 2018 petty cash reimb.	47.23	
Total 1011-00 · Petty Cash						
1014-00 · Local Gov't Inv. Pool-Regular						
Deposit	01/01/2018			Interest	884.63	884.63
Total 1014-00 · Local Gov't Inv. Pool-Regular					884.63	884.63
3307-00 · CC Payroll Due						
Genera...	01/12/2018			1/12 SF,BH,EJ,TL,DN	-19,919.64	-19,919.64
Check	01/17/2018	8977	Carson City	Reimb. for 12/22/17-1/4/18 payroll #1	-19,919.64	
Genera...	01/26/2018			1/26 SF,BH,EJ,TL,DN	-20,188.15	-20,188.15
Check	01/30/2018	8985	Carson City	Reimb. for 1/5-18/18 payroll #2	20,188.15	
Total 3307-00 · CC Payroll Due						
5009-00 · Churchill County Ad Valorem						
Deposit	01/16/2018	110325	Churchill County	Oct.-Dec. 2017	-64,068.76	-64,068.76
Total 5009-00 · Churchill County Ad Valorem					-64,068.76	-64,068.76
5010-00 · Lyon County Ad Valorem						
Deposit	01/26/2018	124607	Lyon County	Oct.-Dec. 2017	-23,698.02	-23,698.02
Total 5010-00 · Lyon County Ad Valorem					-23,698.02	-23,698.02
5011-00 · Douglas County Ad Valorem						
Deposit	01/16/2018	672461	Douglas County	Dec. 2017	-66,335.69	-66,335.69
Total 5011-00 · Douglas County Ad Valorem					-66,335.69	-66,335.69
5031-00 · Interest Income-LGIP Reg.						
Deposit	01/01/2018			Interest	-884.63	-884.63
Total 5031-00 · Interest Income-LGIP Reg.					-884.63	-884.63
5098-00 · FEMA -MAS #7						
Deposit	01/31/2018		FEMA	Draw #11	-20,638.34	-20,638.34
Total 5098-00 · FEMA -MAS #7					-20,638.34	-20,638.34
6000-00 · FEMA-MAS #8						
Deposit	01/05/2018		FEMA	Draw #2	-8,560.18	-8,560.18
Total 6000-00 · FEMA-MAS #8					-8,560.18	-8,560.18
7015-00 · Salaries & Wages						
Genera...	01/12/2018			1/12 S.Fryer	2,410.28	2,410.28
Genera...	01/12/2018			1/12 B.Hunt	2,608.92	5,019.20
Genera...	01/12/2018			1/12 E.James	4,976.80	9,996.00
Genera...	01/12/2018			1/12 T.Leffler	2,349.61	12,345.61
Genera...	01/12/2018			1/12 D.Neddenriep	1,968.24	14,313.85
Genera...	01/26/2018			1/26 S.Fryer	2,361.57	16,675.42
Genera...	01/26/2018			1/26 B.Hunt	2,889.88	19,565.30
Genera...	01/26/2018			1/26 E.James	4,976.80	24,542.10
Genera...	01/26/2018			1/26 T.Leffler	2,349.61	26,891.71

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CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

02/09/18

Transaction Detail by Account

Accrual Basis

January 2018

Type	Date	Num	Name	Memo	Amount	Balance
Genera...	01/26/2018			1/26 D.Neddenriep	1,968.23	28,859.94
Total 7015-00 · Salaries & Wages					28,859.94	28,859.94
7020-00 · Employee Benefits						
Genera...	01/12/2018			1/12 S.Fryer	355.00	355.00
Genera...	01/12/2018			1/12 B.Hunt	806.24	1,161.24
Genera...	01/12/2018			1/12 E.James	1,862.81	3,024.05
Genera...	01/12/2018			1/12 T.Leffler	1,080.96	4,105.01
Genera...	01/12/2018			1/12 D.Neddenriep	1,217.57	5,322.58
Genera...	01/26/2018			1/26 S.Fryer	347.22	5,669.80
Genera...	01/26/2018			1/26 B.Hunt	851.05	6,520.85
Genera...	01/26/2018			1/26 E.James	1,862.81	8,383.66
Genera...	01/26/2018			1/26 T.Leffler	1,080.96	9,464.62
Genera...	01/26/2018			1/26 D.Neddenriep	1,216.81	10,681.43
Total 7020-00 · Employee Benefits					10,681.43	10,681.43
7021-00 · Workers Comp Ins.						
Check	01/12/2018	8975	Nevada Retail Network SIG	4th qtr. 2017 pmt. online	8.82	8.82
Total 7021-00 · Workers Comp Ins.					8.82	8.82
7103-00 · Office Supplies						
Check	01/03/2018	8966	Ponderosa Stamp & Engraving Co. LL	2018 AA Award plaques(S.Lewis)	64.61	64.61
Check	01/03/2018	8968	Bank of America	Carson Highlands Storage-storage unit	35.00	99.61
Check	01/03/2018	8968	Bank of America	Microsoft-365 Pro software	62.50	162.11
Check	01/03/2018	8968	Bank of America	Microsoft-365 Pro software	5.00	167.11
Check	01/10/2018	8973	Konica Minolta Business Solutions USA Inc	12/1-31/17 copies	59.41	226.52
Genera...	01/31/2018			Jan. copies reimb. by grants	-222.26	4.26
Genera...	01/31/2018			Jan. petty cash reimb.	85.57	89.83
Total 7103-00 · Office Supplies					89.83	89.83
7104-00 · Postage						
Check	01/10/2018	8974	Toni Leffler	Reimb. for Jan. Bd. pkg. postage	93.60	93.60
Genera...	01/31/2018			Jan. petty cash reimb.	-0.49	93.11
Total 7104-00 · Postage					93.11	93.11
7105-00 · Rent						
Check	01/03/2018	8965	Euronev, Ltd.	Jan.2018 rent-777 E. William St., #102, #103, #110 & #110A	2,157.00	2,157.00
Total 7105-00 · Rent					2,157.00	2,157.00
7106-00 · Telephone/Internet						
Check	01/10/2018	8972	Charter Communications	Jan. 2018 internet & phones	299.94	299.94
Total 7106-00 · Telephone/Internet					299.94	299.94
7107-00 · Travel-transport/meals/lodging						
7107-01 · Car Allowance						
Genera...	01/12/2018			1/12 E.James	283.21	283.21
Genera...	01/26/2018			1/26 E.James	283.21	566.42
Total 7107-01 · Car Allowance					566.42	566.42
7107-00 · Travel-transport/meals/lodging - Other						
Check	01/02/2018	8961	Deborah Neddenriep	Oct.-Dec. mileage reimb.	1.61	1.61
Check	01/03/2018	8963	Doug Johnson	Dec. 2017 mileage reimb.	24.08	25.69
Check	01/03/2018	8964	Ernest Schank	Dec. 2017 mileage reimb.	68.16	93.85
Genera...	01/31/2018			Jan. petty cash reimb.	-40.00	53.85
Total 7107-00 · Travel-transport/meals/lodging - Other					53.85	53.85
Total 7107-00 · Travel-transport/meals/lodging					620.27	620.27
7116-00 · Legal						
Check	01/03/2018	8967	Law Office of George N. Benesch	Nov.-Dec. legal services	6,738.66	6,738.66
Total 7116-00 · Legal					6,738.66	6,738.66
7120-00 · Integrated Watershed Programs						
7120-30 · Watershed Coord.Exp. 2015-17						
Check	01/02/2018	8962	Shane Fryer	Oct.-Dec. mileage reimb.	132.15	132.15
Check	01/18/2018	8983	Louise Thompson	Oct.-Dec. 2017 mi. reimb.	70.94	203.09
Total 7120-30 · Watershed Coord.Exp. 2015-17					203.09	203.09
7120-31 · NDEP-WS Program Exp. 2018						
Genera...	01/31/2018			Jan. copies	139.02	139.02
Genera...	01/31/2018			Jan. petty cash reimb.	2.15	141.17
Total 7120-31 · NDEP-WS Program Exp. 2018					141.17	141.17
Total 7120-00 · Integrated Watershed Programs					344.26	344.26
7125-00 · Environmental Ed.Coord.Exp.						
7125-02 · Env.Ed.Coord.Exp. 2015-17						
Check	01/02/2018	8961	Deborah Neddenriep	Oct.-Dec. mileage reimb.	0.80	0.80
Check	01/08/2018	8971	River Wranglers	10/1-12/31/17 Env. Ed.	1,863.91	1,864.71
Total 7125-02 · Env.Ed.Coord.Exp. 2015-17					1,864.71	1,864.71
7125-03 · Env. Ed. Coord. Exp. 2017-18						

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Transaction Detail by Account

January 2018

Type	Date	Num	Name	Memo	Amount	Balance
Genera...	01/31/2018			Jan. copies	39.30	39.30
Total 7125-03 · Env. Ed. Coord. Exp. 2017-18					39.30	39.30
Total 7125-00 · Environmental Ed.Coord.Exp.					1,904.01	1,904.01
7337-00 · Carson River Restoration						
7337-03 · Dayton Valley Conserv						
7337-33 · DVCD--Restoration Proj. 2017-19						
Check	01/03/2018	8969	Dayton Valley Conservation District	10/1-12/31/17 restoration projects	12,124.78	12,124.78
Total 7337-33 · DVCD--Restoration Proj. 2017-19					12,124.78	12,124.78
Total 7337-03 · Dayton Valley Conserv					12,124.78	12,124.78
Total 7337-00 · Carson River Restoration					12,124.78	12,124.78
7429-00 · NDEP-Wtrshd Lit.Implementation						
Check	01/18/2018	8983	Louise Thompson	Oct.-Dec. 2017 mil. reimb.	77.58	77.58
Genera...	01/31/2018			Jan. copies	9.92	87.50
Total 7429-00 · NDEP-Wtrshd Lit.Implementation					87.50	87.50
7432-00 · FEMA MAS #7						
7432-02 · Johnson Ln.(JE Fuller)						
Check	01/17/2018	8978	JE Fuller Hydrology & Geomorphology, Inc.	12/1-31/17 services	19,167.75	19,167.75
Total 7432-02 · Johnson Ln.(JE Fuller)					19,167.75	19,167.75
7432-00 · FEMA MAS #7 - Other						
Check	01/02/2018	8961	Deborah Neddenriep	Oct.-Dec. mileage reimb.	6.96	6.96
Check	01/02/2018	8962	Shane Fryer	Oct.-Dec. mileage reimb.	24.61	31.57
Genera...	01/31/2018			Jan. copies	11.67	43.24
Total 7432-00 · FEMA MAS #7 - Other					43.24	43.24
Total 7432-00 · FEMA MAS #7					19,210.99	19,210.99
7433-00 · NDEP-WS Lit.Impl.-Phase 3						
Genera...	01/31/2018			Jan. copies	10.69	10.69
Total 7433-00 · NDEP-WS Lit.Impl.-Phase 3					10.69	10.69
7434-00 · FEMA MAS #8						
Check	01/02/2018	8961	Deborah Neddenriep	Oct.-Dec. mileage reimb.	18.19	18.19
Genera...	01/31/2018			Jan. copies	11.66	29.85
Total 7434-00 · FEMA MAS #8					29.85	29.85
7500-00 · USGS Stream Gage Contract						
7500-02 · Stream Gages 2017-19						
Check	01/17/2018	8982	U.S. Geological Survey	10/1-12/31/17 Stream Gages	19,601.25	19,601.25
Total 7500-02 · Stream Gages 2017-19					19,601.25	19,601.25
Total 7500-00 · USGS Stream Gage Contract					19,601.25	19,601.25
7508-00 · USGS Do.Co.WQ & GW Monitoring						
7508-02 · Do/LyCo WQ/GW Mon. 2017-19						
Check	01/17/2018	8981	U.S. Geological Survey	10/1-12/31/17 Douglas Co.GW/WQ	4,189.00	4,189.00
Total 7508-02 · Do/LyCo WQ/GW Mon. 2017-19					4,189.00	4,189.00
Total 7508-00 · USGS Do.Co.WQ & GW Monitoring					4,189.00	4,189.00
7526-00 · USGS-Eagle/Dayton/Ch.Vly.Mon.						
Check	01/30/2018	8984	U.S. Geological Survey	10/1-12/31/17 Mid-CR GW Mon.	10,897.00	10,897.00
Total 7526-00 · USGS-Eagle/Dayton/Ch.Vly.Mon.					10,897.00	10,897.00
7600-00 · Alpine County Projects						
7600-10 · Al.Co.-Mesa GW Monitoring						
Check	01/02/2018	8961	Deborah Neddenriep	Oct.-Dec. mileage reimb.	35.31	35.31
Check	01/18/2018	8983	Louise Thompson	Oct.-Dec. 2017 mil. reimb.	69.55	104.86
Total 7600-10 · Al.Co.-Mesa GW Monitoring					104.86	104.86
Total 7600-00 · Alpine County Projects					104.86	104.86
7620-00 · Carson City Projects						
7620-11 · CC Reg.Pipeline Debt Service						
Check	01/17/2018	8976	Carson City Public Works	Dec. 2017 semi-annual pmt.	62,500.00	62,500.00
Total 7620-11 · CC Reg.Pipeline Debt Service					62,500.00	62,500.00
Total 7620-00 · Carson City Projects					62,500.00	62,500.00
7640-00 · Churchill County Projects						
7640-09 · Lahontan Vly.Wtr.Lvl.Measure.						
Check	01/17/2018	8979	Churchill County	Oct.-Dec. 2017, Lahontan Vly.	3,852.00	3,852.00
Total 7640-09 · Lahontan Vly.Wtr.Lvl.Measure.					3,852.00	3,852.00
7640-16 · Dixie Vly.Wtr.Lvl.Measurement						
Check	01/17/2018	8980	Churchill County	Oct.-Dec. 2017, Dixie Vly.	9,082.11	9,082.11

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CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

02/09/18

Transaction Detail by Account

Accrual Basis

January 2018

Type	Date	Num	Name	Memo	Amount	Balance
Total 7640-16 · Dixie Vly.Wtr.Lvl.Measurement					9,082.11	9,082.11
Total 7640-00 · Churchill County Projects					12,934.11	12,934.11
8009-00 · Trans. In-Floodplain Mgmt. Fd.						
Genera...	01/03/2018			DVCD flood damage repairs	-796.59	-796.59
Check	01/03/2018	8970	Dayton Valley Conservation District	10/1-12/31/17 flood damage repairs	796.59	
Total 8009-00 · Trans. In-Floodplain Mgmt. Fd.						
TOTAL						

CWSD PETTY CASH TRANSACTION RECORD
Late-November - December 2017

Date	G/L No.	Description	Debits	Credits	Balance
		12/21/17 cash balance			\$100.00
1/8/18	7103-00	Smith's	(\$6.45)		\$93.55
	Office Supplies	paper towels			
1/10/18	7120-31	Smith's	(\$2.15)		\$91.40
	WS 2018	pens			
1/17/18	7107-00	from A.Austin		\$20.00	\$111.40
	Travel	Christmas dinner			
1/18/18	7103-00	Smith's	(\$3.79)		\$107.61
	Office Supplies	tea			
1/18/18	7107-00	from B.Bonkowski		\$20.00	\$127.61
	Travel	Christmas dinner			
1/25/18	7104-00	from D.Neddenriep		\$0.49	\$128.10
	Postage	stamp			
1/29/18	7103-00	Smith's	(\$30.98)		\$97.12
	Office Supplies	Water Summit refreshments			
1/30/18	7103-00	Costco	(\$44.35)		\$52.77
	Office Supplies	Water Summit refreshments			
1/31/18	1011-00	Balance in Petty Cash		\$47.23	\$100.00
	Petty Cash				

Date: 1/31/18 Prepared by: Joni Laffer

Approved by: Edwin Jamer

*pd. 1/31/18
ck. #8986*

AGENDA ITEM #9

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: FEBRUARY 21, 2018

SUBJECT: Agenda Item # 9 – Approval of Salary Range Modification for General Manager and Administrative Assistant positions.

DISCUSSION: On January 24, 2018, the CWSD Administration Committee met and reviewed the salary ranges for the CWSD staff (see attached draft meeting notes). After a lengthy discussion, the committee recommend that the Administrative Assistant salary range be changed from \$3,609 - \$5,091 to \$3,735 - \$5,269 per month, and the General Manager range be changed from \$7,644 - \$10,783 to \$8,189 - \$11,551 per month. The committee noted that the other positions salaries were modified just two years ago and there was no reason to modify them at this point.

COMMITTEE RECOMMENDATION: Modify the salary ranges for the General Manager and Administrative Assistant as recommended above.

**CARSON WATER SUBCONSERVANCY DISTRICT
ADMINISTRATIVE COMMITTEE
January 24, 2018, 3:00 P.M.**

DRAFT Meeting Minutes

Committee Members Present:

Karen Abowd, Carson City
Carl Erquiaga, Churchill County
David Griffith, Alpine County
Don Frensdorff, Douglas County
Chuck Roberts, Lyon County

Staff Present:

Ed James, General Manager
Debbie Neddenriep, Water Resources Specialist 2
George Benesch, Counsel

Others Present: Austin Osborne

Committee Member Abowd called the meeting of the Administrative Committee to order at 3:00 p.m. in the Conference Room of Carson Water Subconservancy, 777 East William Street, Suite 110, Carson City, Nevada. A quorum of the Administrative Committee was present.

Item #3 – Discussion Only: Public Comment - None

Item #4 - For Possible Action: Approval of the Administrative Committee minutes from November 30, 2017. *Committee Member Erquiaga made a motion to approve the Administrative Committee minutes from November 30, 2017, which was seconded by Committee Member Frensdorff and unanimously approved by the Administrative Committee with Committee Member Griffith abstaining.*

Item #5 - For Possible Action: Discussion regarding Storey County becoming an official member of the Carson River Watershed Committee including possible contribution from Storey County. Mr. James explained that Storey County would like to officially join Carson River Watershed Committee. Mr. James explained that rather than join through Nevada's legislative process, Storey County would join the CWSD Committee by signing a similar MOU to that between the District and Alpine County.

Committee Member Roberts stated that he has no problems with Storey County joining the Carson River Watershed Committee, but he has concerns with the concept of exacting a fee as part of membership. He expressed concern that this could possibly be construed as having to pay to be part of committee. He explained he felt if Storey County would like to be a part of the committee, its membership should not be tied to paying a set amount of money to CWSD annually. Furthermore, he stated he didn't feel it is appropriate to establish a separate pot of money earmarked for projects

within Storey County. If CWSD wants to spend money in Storey County, it should be allowed if it fits the nexus of benefitting the watershed.

Mr. Osborne noted Storey County is not opposed to joining through legislative process but thought the MOU process could provide a method for Storey County to join CWSD before the next legislative session. He also noted that Storey County is not adjacent to the Carson River and the benefit of Storey County's participation in CWSD is to its downstream users in Carson River Watershed.

Committee Member Abowd asked how the Alpine County model would be applied to create a MOU for Storey County. Mr. James explained that through the MOU CWSD and Storey County would agree to work together, set a contribution amount, and pay the representative from Storey County for attending the meeting. These funds from Storey County could be used for projects in Storey County. The alternative would be if Storey County wanted CWSD's help with a project, then CWSD and Storey County would enter into an agreement for that project. Through that agreement process CWSD could include a statement if there is an interest for Storey County to pay an administrative fee to CWSD.

Mr. Osborne asked if anyone could be appointed to the Carson River Watershed Committee. Committee Member Roberts answered yes, but it is at CWSD discretion.

After further discussion, the process would be that CWSD Board formally ask Storey County to become a Carson River Watershed Committee member and that Storey County would appoint a representative. Mr. Osborne asked if there could an alternate. Mr. James mentioned that CWSD does not allow alternates.

Committee Member Roberts asked for clarification about allowing alternate committee members. A discussion followed, and the conclusion was that CWSD committee members from the same county could fill in for one another member, but a non-committee member could not fill in. The conclusion was Storey County would not send alternate.

No public comment. *Committee Member Roberts made the motion that the Administrative Committee recommend CWSD Board invite Storey County to join the Carson River Watershed Committee and appoint a representative. Committee Member Griffith seconded the motion which was unanimously approved by the Administrative Committee.*

Item #6 - For Possible Action: Discussion regarding revising CWSD Interlocal Agreements.

Mr. James explained that Committee Member Griffith pointed out that CWSD needs to update and add some liability language to CWSD Interlocal Contracts. He pointed out proposed changes on the example interlocal contract. Those proposed language changes came from Carson City and were run

by CWSD's insurance agent. Committee Member Griffith pointed several areas that need some additional language clean up. Mr. James noted that this was not his area of expertise. He will run the ideas discussed at the meeting by the insurance agent. This will then be brought back to the CWSD Board.

No public comment. *Committee Member Roberts made the motion that the Administrative Committee recommend CWSD Board accept changes to the standard interlocal agreement template, with suggested changes implemented. The motion was seconded by Committee Member Griffith and unanimously approved by the Administrative Committee.*

Item #7 – For Possible Action: Re-evaluate CWSD Staff's current salary ranges. Mr. James explained that he compared salaries of CWSD staff to other agencies in the area. It was a challenge because there is not a straight comparison for any of the positions at CWSD. Therefore, he tried to compare each job to a variety of jobs at different jurisdictions that require similar knowledge, skills and/or abilities. In 2015, the Watershed Program Manager, Watershed Program Specialist, and Water Resources Specialist 2 positions were modified. The General Manager position was not modified because it was hard to find comparisons, and the Administrative Assistant position was in line with other similar positions in the watershed. The last time these two positions were reviewed and modified was in 2009. Mr. James noticed that CWSD's current salary ranges are less than most of the other counties' ranges. He mentioned that one way to correct this would be to expand CWSD salary ranges from 10-steps to 12-steps.

Committee Member Abowd asked if the comparison of the CWSD's General Manager position to Carson City's Public Works Director is a true comparison. She noted Carson City's Public Works Director oversees multiple departments and many staff members. Mr. James replied that the Public Works Director is responsible for many more employees and a much larger budget, but the CWSD General Manager position has more responsibilities. He tried to include several examples for each employee that covered a wide range of responsibilities.

Committee Member Griffith asked if benefits are similar to the counties. Mr. James explained that CWSD employees' health benefits and PERS are the same as Carson City.

Mr. Osborne asked if CWSD policies are the same as Carson City. Mr. James replied no, CWSD has its own policies; however, CWSD does follow Carson City's policies closely. Mr. Osborne mentioned he does many salary comparison studies which reflect the highs and lows for a given position in small to large entities in this region.

Committee Member Erquiaga asked how Mr. James compared and what the percentage difference was between steps. Mr. James responded that he tried to compare different jobs with similar task, but that is difficult. The differences between the Steps is a fixed 3.5%. Committee Member

Roberts asked how employees qualify to receive merit increase. Mr. James replied a satisfactory evaluation results in a merit increase. Committee Member Roberts noted that the merit increase amounts to an automatic pay raise.

Committee Member Abowd commented that starting the pay scale at a lower level may make it difficult to find qualified applicants. Committee Member Abowd mentioned that Carson City does performance-based budgeting. Mr. Osborne noted that it was quite difficult for a small public entity to administer performance-based evaluations and made a case that at times it is appropriate for a merit pay increase to be based upon a satisfactory review. Therefore, he is not against “fossil pay” methodology.

Committee Member Abowd asked if employees should get a performance bonus. Committee Member Roberts suggested keeping the current pay scale at 10 steps. Mr. Osborne asked if CWSD was included in county comparison studies; Mr. James replied CWSD was not. Committee Member Roberts asked if any employees are topped out. Mr. James mentioned that both he and Toni Leffler have been topped out for the past four years. Committee Member Roberts proposed modifying the General Manager and Administrative Assistant salary ranging as proposed and keeping the other positions at the current salary ranges. These salary ranges could be evaluated in the future.

Mr. James also mentioned he is proposing that the Administrative Assistant position be reduced to 35 hours per week effective January 1, 2019.

Committee Member Roberts made the motion that the Administrative Committee recommend CWSD Board modify the General Manager and Administrative Assistant salary ranges as submitted to the committee and the Administrative Assistant hours goes 35 hours per week effective January 1, 2019. The motion was seconded by Committee Member Erquiaga and unanimously approved by the Administrative Committee.

Item #8 – For Possible Action: Discuss proposed COLA adjustment for fiscal year 2018-19.

Mr. James explained that CWSD has been using Carson City’s COLA rate which is proposed to be 1.75%. He was wondering if CWSD wanted to consider a different COLA formula in the future. Committee Member Griffith asked what formula would CWSD use. Mr. James replied that this would be a topic for a future meeting.

No public comment. *Committee Member Griffith made the motion that the Administrative Committee recommend CWSD Board approval of a COLA adjust of 1.75% for fiscal year 2018-19. The motion was seconded by Committee Member Roberts seconded the motion and it was unanimously approved by the Administrative Committee.*

Item #9 – Discussion Only: Public Comment. None.

Item #8 – Adjournment. *There being no further business to come before the Administrative Committee, Committee Member Griffith made the motion to adjourn which was seconded by Committee Member Roberts and the meeting adjourned at 3:53 p.m.*

Respectfully submitted,

Deborah Neddenriep
Water Resources Specialist 2

AGENDA ITEM #10

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: FEBRUARY 21, 2018

SUBJECT: Agenda Item #10 – Approval of Cost of Living Adjustment for Fiscal Year 2018-19 of 1.75%.

DISCUSSION: On January 24, 2018, CWSD Administration Committee reviewed the proposal of including a Cost of Living Adjustment (COLA) of 1.75 percent in the FY 2018-19 budget (see meeting notes with Agenda Item #9). This COLA adjustment is consistent with Carson City.

ADMINISTRATION COMMITTEE RECOMMENDATION: Authorize a COLA for FY 2018-19 of 1.75 percent.

AGENDA ITEM #11

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: FEBRUARY 21, 2018

SUBJECT: Agenda Item # 11 – Approval of Agreement with JE Fuller to conduct the Dayton Valley Area Drainage Master Plan in an amount not to exceed \$340,498.00.

DISCUSSION: As part of the FEMA MAS #8 Cooperative Technical Partners (CTP) grant, CWSD received funding to conduct the Dayton Valley Area Drainage Master Plan (ADMP). This area drainage master plan covers the Dayton and Mark Twain areas located north of the Carson River. Lyon County and Storey County requested this study. A request for a Statement of Qualifications (SOQ) was sent out in October 2017, and two companies submitted responses. Based on the review of the SOQ, it was recommended that JE Fuller be hired to do the study. JE Fuller has extensive experience conducting area drainage master plans. JE Fuller's proposed costs to do the study is \$340,498.00. CWSD received \$303,000.00 for FEMA MAS #8. Both Storey County and Lyon County have agreed to cover the shortfall. Those agreements are covered in Agenda Items #12 and #13.

Attached is the scope of work for the ADMP and the contract to hire JE Fuller.

STAFF RECOMMENDATION: Authorize the General Manager to sign the contract with JE Fuller to conduct the Dayton Valley Area Drainage Master Plan in an amount not to exceed \$340,498.00.

**PROFESSIONAL SERVICES AGREEMENT
FOR
DAYTON VALLEY AREA DRAINAGE MASTER PLAN,
LYON COUNTY AND STOREY COUNTY, NEVADA**

This agreement (the “Agreement”) is entered into between JE Fuller/ Hydrology and Geomorphology, Inc., an Arizona corporation (“JEF”) and Carson Water Subconservancy District, a political subdivision of the State of Nevada (“OWNER”) and shall be effective as of February 21, 2018.

NOW, THEREFORE, in consideration of the mutual promises herein set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. OWNER has authorized the services set forth on Exhibit A to be performed by JEF (the Work”) and JEF has agreed to perform the Work set forth on Exhibit A, according to the terms and conditions set forth herein. JEF will not be required to perform any additional Work, not expressly set forth on Exhibit A, unless the parties agree in writing to the additional Work and the compensation to be paid for such additional Work.

2. JEF will invoice the OWNER for the Work and OWNER agrees to compensate JEF for performing the Work according to the terms and conditions set forth in this Section 2 and as set forth on Exhibit A. Payment for the Work performed by JEF and the expenses incurred by JEF shall be invoiced on at least a monthly basis. Payments are due and payable by the OWNER within thirty (30) days after the date of the invoice unless written notification is received by JEF from OWNER disputing the invoice amount within five (5) “work days” of the date on the invoice. Upon receipt of the dispute notification the parties agree to communicate in person, via telephone or electronic mail within five (5) work days of the receipt of the dispute notification for the purpose of resolving the dispute. If the dispute is resolved the amount agreed upon in writing shall continue to be due within thirty (30) days after the date of the invoice. If the dispute remains unresolved at the end of the thirty (30) day invoice period, then JEF may suspend the performance of any additional Work until resolution of the dispute or may terminate this Agreement pursuant to Section 9. Any payments that are not made within the thirty (30) day invoice period shall accrue interest at ten percent (10%) per annum from the date of the invoice until the date paid. For purposes of this Agreement a “work day” shall be Monday through Friday except legally recognized holidays.

3. JEF and OWNER hereby agree that JEF is an independent contractor and is not an employee of OWNER, and OWNER is not employee of JEF, for any purpose including, but not limited to, Federal and State income withholding, Social Security, Federal and State unemployment insurance and worker’s compensation, and agrees further that the JEF will be responsible for the payment of all Federal and State income tax and Social Security obligations with respect to payments received from OWNER hereunder.

4. JEF is responsible for the securing of any licenses and/or permits required in connection with the performance of this contract, except as specifically excluded by the description of the Work in Exhibit A.

5. JEF shall perform the Work without undue delay and shall devote such time and effort to complete the Work in accordance with the terms of this Agreement. JEF agrees that the services to be performed by JEF pursuant hereto will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

6. JEF agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin and further agrees not to engage in unlawful employment practices.

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

Consistent with the above paragraph of this Contract, each party shall indemnify, hold harmless and defend, not excluding the others right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within thirty (30) days of the indemnified party's accrual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

8. JEF shall provide OWNER insurance as follows:

a. General Liability Insurance: Prior to commencement and for the duration of activities that constitute the Project that is the subject of this Contract, JEF shall maintain commercial general liability as follows:

- i. Two Million Dollars (\$2,000,000.00) - General Aggregate.
- ii. Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.
- iii. One Million Dollars (\$1,000,000.00) - Each Occurrence.

iv. CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].

v. OWNER, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, including coverage under the commercial umbrella, if any.

vi. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to OWNER. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

vii. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

viii. JEF waives all rights against OWNER and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against OWNER with respect to any loss paid under the policy. (No need for 3 year)

b. Business Automobile Liability Insurance:

i. JEF shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.

ii. Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

iii. JEF waives all rights against OWNER and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by JEF pursuant to this Contract. (No need for 3 year)

c. (Professional Liability Insurance (if applicable))

i. JEF shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars

(\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.

ii. Retroactive date: Prior to commencement of the performance of this Contract.

iii. JEF will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the OWNER. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, JEF shall purchase Extended Reporting Period coverage for claims arising out of JEF's negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

9. Either party may terminate this Agreement at any time without cause upon delivery of written notice to that effect to the other, in which event this Agreement shall terminate twenty-four (24) hours after the receipt of such written notice by the other party; provided, however, that in the event of such termination, OWNER shall pay JEF for any amounts due, as described in Section 2, through the date of termination. Upon full payment by OWNER and receipt of all compensation and reimbursement of expenses by JEF, then JEF shall deliver to OWNER all sketches, drawings, tracings, computations, survey notes and any other documentation prepared or obtained by JEF in connection with this Agreement. Notwithstanding a termination of Agreement pursuant to this paragraph, except to the extent limited by a termination prior to completion of the Work, any applicable representations and certifications of JEF shall remain in full force and effect and the indemnifications of each party shall remain in full force and effect. Any obligation for JEF to further perform any Work shall terminate as of the date of the termination of this Agreement.

10. OWNER now owns and will hereafter develop, compile and own certain proprietary techniques, trade secrets, and confidential information which have great value in its business (collectively, "Owner Information"). OWNER will be disclosing Owner Information to JEF during JEF's performance of the Work. Owner Information includes any and all information concerning discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research techniques, customer and supplier lists, marketing, sales or other financial or business information, scripts, and all derivatives, improvements and enhancements to any of the above. Owner Information also includes like third-party information which is in OWNER'S possession under an obligation of confidential treatment.

a. JEF agrees that at all times during or subsequent to the performance of the Work, JEF will keep confidential and not divulge, communicate, or use Owner Information, except for JEF's own use during the period of time that JEF is performing the Work according to the terms of this Agreement, to the extent necessary to perform the Work. JEF further agrees not to cause the transmission, removal or transport of tangible embodiments of, or electronic files containing, Owner Information from OWNER'S principal place of business, without prior written approval of OWNER.

b. JEF's obligations with respect to any portion of the Owner Information as set forth above shall not apply when JEF can document that (i) it was in the public domain at the time it was communicated to JEF by OWNER; (ii) it entered the public domain subsequent to the time it was communicated to JEF by OWNER through no fault of JEF; (iii) it was in JEF's possession free of any obligation of confidence at the time it was communicated to JEF by OWNER; or (iv) it was rightfully communicated to JEF free of any obligation of confidence subsequent to the time it was communicated to JEF by OWNER.

11. JEF and OWNER acknowledge that this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may be modified or amended only by an instrument in writing signed by the parties hereto. This Agreement shall be governed by the laws of the State of Nevada. Duties and obligations under this agreement are not assignable.

12. In the event either OWNER or JEF shall be in default in connection with this Agreement, the non-defaulting party shall have the right to pursue any remedies available at law or in equity. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

13. All notices, requests, demands or other communications required or permitted to be given hereunder ("Notices") shall be delivered to the parties respectively at the address set forth below each party's signature on this Agreement. Either party hereto shall have the right to change the address as to which Notices are sent to it under this Agreement by providing to the other party written notice of the change of such address in the manner set forth above. All Notices shall be in writing and shall be either personally delivered, delivered via overnight courier, or deposited in the United States Mails, postage pre-paid to the appropriate address as set forth above. Any Notice that is personally delivered, or delivered via overnight courier, shall be deemed to be given immediately upon delivery. Any Notice that is mailed shall be deemed to be given three (3) days after the deposit of the same into the United States Mails.

14. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the OWNER and JEF agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The OWNER and JEF further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

15. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER OR JEF. JEF's services under this Agreement are being performed solely for the OWNER

's benefit, and no other entity shall have any claim against JEF because of this Agreement or the performance or nonperformance of services hereunder. The OWNER agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

16. This Agreement may be executed in one or more parts, all of which taken together shall constitute one instrument. The parties agree that fax or pdf signatures shall be deemed original signatures for the purposes of this Agreement.

17. The terms of this Agreement constitute the entire agreement between the parties, and the parties represent that there are no collateral agreements or side agreements not otherwise provided for within the terms of this Agreement and the Exhibits hereto.

18. The parties agree to execute all documents that may be necessary to carry out the intent and purposes of this Agreement.

19. Any modification or amendment of this Agreement shall be in writing and shall be executed by all parties.

20. If any provision of this Agreement is held to be invalid or unenforceable, all the remaining provisions shall nevertheless continue in full force and effect.

21. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto.

22. Any waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach thereof.

23. In the event suit is brought (or arbitration instituted) or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any money due hereunder, or to collect money damages for breach hereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith. All lawsuits under this Agreement, unless otherwise specified, shall be filed in Carson City County, Nevada.

24. This Agreement shall be subject to and governed by the laws of the State of Nevada, regardless of the fact that one or more of the parties now is or may become a resident of a different state.

25. Whenever a word is used in this Agreement in the masculine gender, it shall also be construed as being used in the feminine and neuter genders, and singular usage shall include the plural and vice versa, all as the context shall require.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective the day and year first above written.

OWNER: Carson Water
Subconservancy District:

JE Fuller/ Hydrology & Geomorphology,
Inc.:

Signature: _____

Signature: _____



Name: _____

Name: Michael Kellogg _____

Title: _____

Title: Vice President _____

Address: _____

Address: 8400 South Kyrene Road, STE 201
Tempe, AZ 85284 _____

EXHIBIT A

Scope of Work

December 20, 2017

The following is a Scope of Work (SOW) for the Dayton Valley Area Drainage Master Plan (DVADMP). It is the project team's understanding that the overall vision for the project is to identify and quantify the flood hazard risk within the Dayton Valley community north of the Carson River, and develop flood risk mitigation alternatives. Residents and stakeholders will be informed of the project and have the opportunity to engage and provide input throughout the project through a public outreach process that is defined in the SOW. The major task headings in this SOW were selected to be in compliance with the FEMA Mapping Information Platform (MIP) format.

Project Goals

1. Define flood hazards for the 25-year, 24-hour storm.
2. Define flood hazards for the 100-year, 24-hour storm.
3. Define flood hazards for the 100-year, 6-hour storm.
4. Identify flood hazard mitigation alternatives for both the 25-year, and 100-year storms to minimize the impact of flooding.
5. Identify mitigation alternatives that will prevent offsite stormwater flows from entering the Cardelli Ditch.
6. Assist Lyon and Storey Counties with the development of Drainage Guidelines.

Deliverables

All Deliverables and Submittals for the DVADMP will be provided to the Client Team in digital format. A submittal for each task will be provided to the Client Team for review and approval and will include supporting digital data.

Study Area

For modeling purposes as defined in this SOW, the DVADMP is divided into two study areas. Although interrelated, they are segregated within this SOW to clearly differentiate tasks related to each area. It should be noted that the exact limits of each study area are approximate and may change (slightly) during the course of the project. The Study Areas are shown in Figure 1 and are briefly defined below.

1. Upper Watershed Area – This includes the upper watershed generally defined by tributary flow patterns that drain to the piedmont landform areas. This area will be modeled using a coarse-grid 2-dimensional model.
2. Detailed Model Area – This includes the piedmont landform from the Upper Watershed Area limit to the Carson River. This area will be modeled using a fine-grid 2-dimensional model.

There are more than 65 watercourses that impact the study area. They originate from both the Virginia Range and the Flowery Range. Some are minor and contribute relatively low runoff peak discharge and flow volumes, but when merged with other minor watercourses on the piedmont landform, can result in adverse flood hazards to the downstream communities. Other watercourses have large contributing watersheds and explicitly impact the communities (example: Sixmile Canyon).

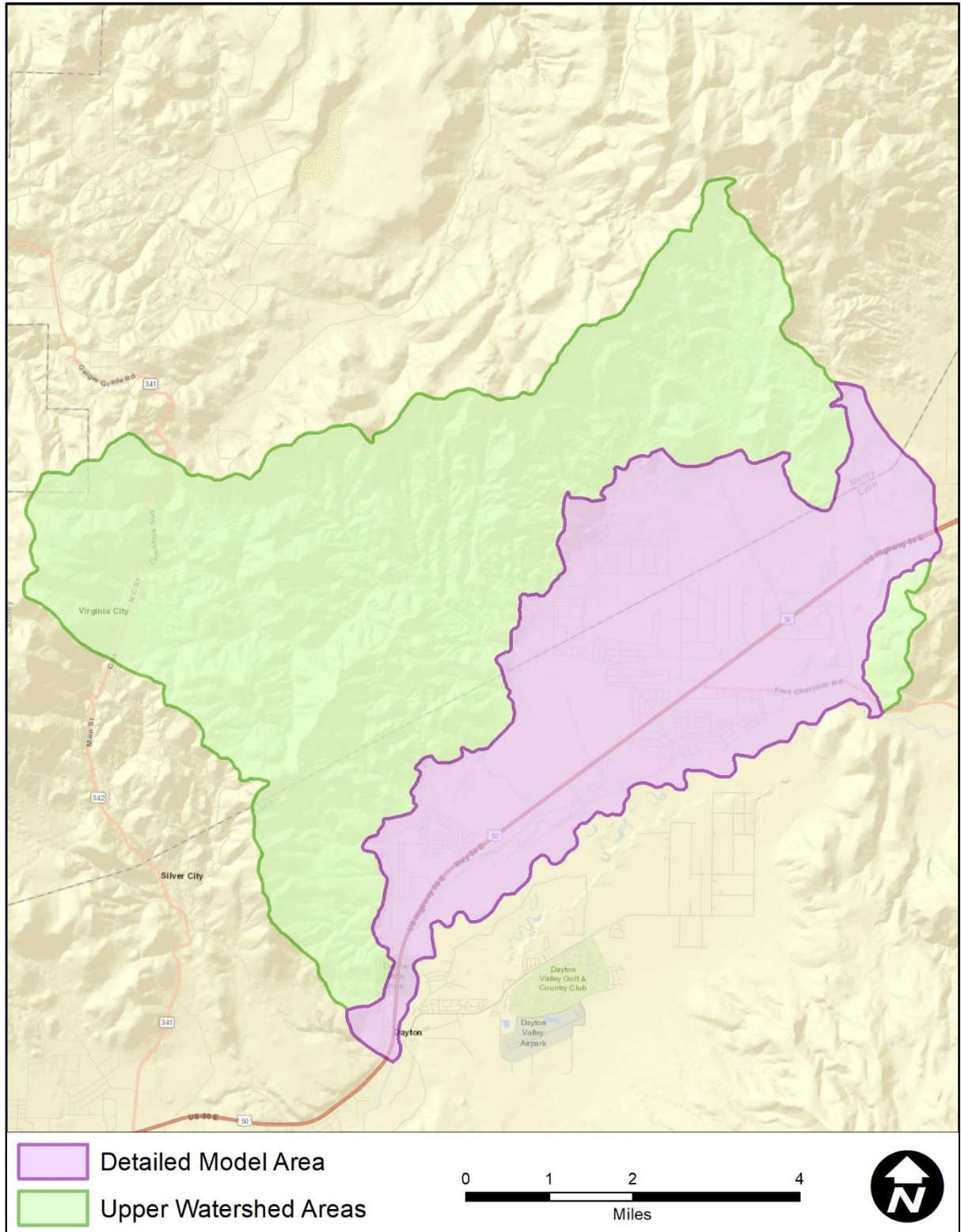


Figure 1. Project study area

Consultant Team

The Consultant Team is comprised of: JE Fuller/Hydrology & Geomorphology (JEF) who will serve as Prime and Lumos and Associates (LA) as Subconsultant. Each Task outlined in the SOW will identify the primary responsible party.

- Project Manager: Mike Kellogg (JEF) (480) 222-5712
- Project Engineer: Richard Waskowsky (JEF) (480) 222-5702

Client Team

The Client Team is comprised of Storey County, Lyon County and the Carson Water Subconservancy District. Lead contacts are listed below.

- Carson Water Subconservancy District: Ed James (775) 887-7456
- Lyon County
 - Mike Workman (775) 246-6220 x3
 - Rob Pyzel (775) 463-6592
- Storey County
 - Austin Osborne (775) 847-0968
 - Jason Wierzbicki (775) 847-0958
- Storey County/Lyon County Engineer
 - Farr West Engineering: Damon McAlister (775) 853-7262

SCOPE OF WORK

Task 1.0 PROJECT MANAGEMENT

- 1.1 **Project Manager.** The JEF Project Manager will be the official point of contact between the Client Team and the Consultant Team for all issues related to the project.
- 1.2 **Project Coordination Meetings.** The Consultant Team will participate in monthly project coordination meetings with the Client Team via teleconference and WebEx meetings if necessary.
- 1.3 **Contract Type.** The project contract type will be lump-sum.
- 1.4 **Invoicing.** JEF will invoice the Carson Water Subconservancy District monthly with a percent complete estimate for each task. The invoice will include a brief progress report per task.
- 1.5 **Project Schedule.** The project will be completed within 365 days of notice-to-proceed. A project schedule is included with this SOW as Attachment A.
- 1.6 **Project Fee.** A project fee table is included with the SOW as Attachment B.

Task 2.0 TOPOGRAPHIC DATA CAPTURE

- 2.1 The Consultant Team will collect, organize, and review existing data, reports, plans, and records that affect the study area provided by the Client Team and other sources. Data may include but will not be limited to:
 - Historical aerial photography
 - Historical topography
 - Geologic mapping
 - NRCS soils mapping
 - Photographs and video of documented flooding, erosion, and sedimentation.
 - Drainage reports
 - Previous studies
 - Computer modeling
 - Land Use
 - Rainfall and stream gage records
 - NOAA Atlas 14 rainfall statistics

Task 3.0 SURVEY DATA CAPTURE

- 3.1 **LiDAR Acquisition.** It is the Project Team's understanding that the U.S. Geological Survey (USGS) is presently acquiring LiDAR mapping for the DVADMP study area. As of the date of this SOW, the USGS delivery date of the digital mapping has been estimated to be March 2018. It is also the Project Team's understating that the data will be provided to the team at no cost. This assumption is reflected in the project fee estimate at the end of this document.
- 3.2 **Supplemental Survey.** LA will provide supplemental field survey as requested by JEF (supplemental topography and ground shots). The additional survey field work would be conducted to tie in with the LiDAR topography control to ensure the supplemental work can be tied into the base mapping.
- 3.3 **Site Visits.** JEF will conduct up to two (2) site visits as necessary for data collection, field inspection, and model verification purposes. These site visits will be in addition to public meetings and board presentation meetings (Task 7.0).

Task 4.0 HYDROLOGIC DATA CAPTURE

- 4.1 **Upper Watershed Areas Existing Conditions Model Development.** JEF will develop the base 2D model assuming existing conditions. Topography will be derived from the USGS LiDAR and the supplemental survey data (Task 2.2).
- 4.1.1 **Software.** JEF will develop a rainfall/runoff hydrologic and hydraulic model for the Upper Watershed Area using the most updated version of the FLO-2D PRO software package developed by FLO-2D Software, Inc.¹ The version used at the onset of the modeling effort will be used consistently throughout the project.
- 4.1.2 **Grid Size.** The maximum grid size for the Upper Watershed Modeling will be between 30- and 40-feet. The tributary flow pattern of the Upper Watershed area is ideal for a larger grid size model, which will allow for shorter run times and more efficient development of the upstream hydrology. The grid elevations will be determined by converting the LiDAR data (and other supplemental survey data as necessary) into a gridded raster dataset at the same cell size as the 2D model. Depending on the number of grids, multiple 2D model domains may be necessary.

¹ <https://www.flo-2d.com/>

4.1.3 **Rainfall.** JEF will obtain rainfall data/distributions for the 25-year, 24-hour and 100-year storms. The 24-hour distribution will use the Soil Conservation Service (SCS) Type II, 24-hour synthetic rainfall distribution, while the 6-hour distribution will use the Pattern 1 distribution from the Flood Control District of Maricopa County². Precipitation depths will be determined using NOAA Atlas 14 precipitation frequency estimates³.

4.1.4 **Rainfall Losses⁴.** The Soil Conservation Service (SCS) curve number loss method will be applied to compute rainfall losses due to soil infiltration using SCS TR-55 Table 2-2 (AMC 2), and soils data will be obtained from SCS Soils Reports for Lyon County (1984). The input parameters will be verified against similar parameters from applicable past-projects.

4.1.5 **Floodplain Cross-Sections.** Floodplain cross-sections will be established throughout the model area based on preliminary 2D model results. The cross-sections will be aligned as perpendicular to the direction of flow as possible. The project team will coordinate with Client Team regarding the desired locations of floodplain cross-sections.

4.1.6 **Outflow Hydrographs.** Hydrographs at the downstream boundary will be applied at the upstream boundary of the model for the Detailed Watershed Area. Scripts will be developed to automate this hydrograph application.

Task 5.0 HYDRAULIC DATA CAPTURE

5.1 **Historical Flow Path Assessment.** JEF will conduct a historical flow path assessment. The purpose of this task is to determine the historical preferred flow path of the major wash corridors within Detailed Model Area. The assessment will be conducted using historical aerial photography and topography (as available). The results of the assessment will aid in better understanding the present flooding issues and help in calibrating the 2-dimensional models (Task 4.0 and Task 5.0).

5.2 **Detailed Model Area Existing Conditions Model Development.** JEF will develop the base 2D model assuming existing conditions. Topography will be derived from the USGS LiDAR and the supplemental survey data (Task 3.2).

5.2.1 **Software.** JEF will develop a rainfall/runoff hydrologic and hydraulic model for the Detailed Watershed Area using the most updated version of the FLO-2D PRO software package developed by FLO-2D Software, Inc. The version used at the onset of the modeling effort will be used consistently throughout the project.

² Per Drainage Design Manual for Maricopa County – Hydrology, August 15, 2013

³ Per *Drainage Guidelines for Lyon County*, Section 15, revised September 12, 2006

⁴ Per *Drainage Guidelines for Lyon County*, Section 15, revised September 12, 2006

5.2.2 Grid Size. The maximum grid size for the 2D modeling will be between 10 and 20-feet. The smaller grid size of 10-feet may be used if model stability allows it. This size should be adequate to represent road-side ditches and other major hydraulic structures within the modeling area. The grid elevations will be determined by converting the LiDAR data (and other supplemental survey data as necessary) into a gridded raster dataset at the same cell size as the 2D model. Depending on the number of grids, multiple 2D model domains may be necessary.

5.2.3 Rainfall. The rainfall durations and distributions for the 25-year, 24-hour and 100-year storms that were developed for Task 4.1.3 will be incorporated into the detailed model. The NOAA Atlas 14 Rainfall depths will be spatially varied across the 2D domain based on the NOAA atlas 14 dataset.

5.2.4 Rainfall Losses. The same rainfall loss methodology applied in Task 4.1.4 will be applied to the detailed model.

5.2.5 Inflows. Outflow hydrographs from Task 4.1.6 will be incorporated into the 2D model as inflow hydrographs (see Task 4.1.6). The inflow hydrograph locations will be at the model boundary between the Upper Watershed and Detailed 2D models.

5.2.6 Impervious Area. Impervious area will be estimated based on general assumptions on a zoning-level basis. Any rock outcrop areas identified in the NRCS soil survey will also be included.

5.2.7 Land Use/Friction Losses. Any existing datasets that identify surface characteristics will be incorporated into the model. In areas without existing data, a n-value dataset will be generated based on major surface characteristics (e.g. roads, natural desert, developed parcels, etc.).

5.2.8 Obstructions to Storage and flows. Volumetric and flow obstructions will be modeled from existing datasets (e.g. building footprints) using the area reduction factor (ARF) input data file. Other flow obstructions (such as berms) should be captured in the project LiDAR mapping but may be modified as necessary using the FLO-2D Levee file.

5.2.9 Culverts. Hydraulic rating curves for larger, regional culverts (greater than 24 inches) will be developed from field survey data (Task 3.1) and incorporated into the model as hydraulic structures. Given the historical problem with sedimentation and debris, a clogging factor will likely be used in when developing the hydraulic rating curves. Culverts smaller than 24 inches may be added if initial results indicate they are necessary.

5.2.10 Floodplain Cross-Sections. Floodplain cross-sections will be established throughout the model area based on preliminary 2D model results. The cross-sections will be aligned as perpendicular to the direction of flow as possible. The project team will coordinate with Douglas County regarding the desired locations of floodplain cross-sections.

5.2.11 **Model Verification.** A preliminary existing conditions model will be reviewed by County staff (Engineering, Road Maintenance, etc.) to verify the model is appropriately representing the locations and magnitude of flooding compared with historical flooding accounts. The preliminary results will also be compared with historical drainage complaints and damage reports provided by the Client Team.

5.3 **Sedimentation Engineering.** Flooding-related sedimentation and debris accumulation have historically been problematic within the study area. JEF will conduct sedimentation engineering tasks to identify the areas potentially impacted by sedimentation and quantify sedimentation rates. JEF will also perform sediment yield computations to support the alternative assessments (Task 6.0).

5.3.1 **Sediment Sample Analysis.** The Client Team will collect up to 24 sediment samples for standard mechanical sieve analysis. The results will be used to support the analyses in Task 5.3. The samples will be collected during the site visits (Task 3.3).

Task 6.0 FLOODPLAIN MAPPING

6.1 **Flood Hazard Classification.** JEF will define flood hazard risk to pedestrians (children), vehicles, and buildings using the depth-velocity relationship outlined in the United States Bureau of Reclamation (USBR) Technical Memorandum 11 (TM 11) (1988). The analysis will be conducted for the 25-year and 100-year flood events. The results will be hazard classification exhibits for pedestrians, impacted buildings and roadway locations for each flood event. The analysis will be repeated using the Task 6.6 Recommended Alternatives FLO-2D model results to conduct a quantitative benefit analysis.

6.2 **HAZUS Event-Based Analysis.** JEF will use HAZUS version 3.1 and the flood depth grids generated from the FLO-2D to perform a post-project Level 2 analysis of the study region to obtain the economic loss for the 25- and 100-year events. The HAZUS supplied General Building Stock (GBS) will be used without change or modification. The analysis will be repeated using the 6.3 Recommended Alternatives FLO-2D model results to conduct a quantitative benefit analysis.

6.3 **Drainage Guidelines Development.** JEF shall prepare development guidelines that address flood hazards identified in the study area and potential styles of development (master planned community, subdivision, commercial, lot splits, single lot). The development guidelines will identify development issues, recommended development practices, engineering analyses, best management practices.

6.4 **25-Year Flood Mitigation Alternative.** The Consultant Team will develop a series of alternatives for areas (up to 12) with significant flood and sedimentation risk. This Task will include a priority list of projects to reduce flood risk.

6.5 **100-Year Flood Mitigation Alternative.** The Consultant Team will develop a series of alternatives for areas (up to 12) with significant flood and sedimentation risk. This Task will include a priority list of projects to reduce flood risk.

- 6.6 **Phasing Assessment Alternative.** JEF will assess the results from Tasks 6.4 and 6.5 and develop a recommended phasing plan for the alternatives. Up to three additional 2D models may be created to aid in developing the recommended phasing plan.
- 6.7 **Off-Site 15% Design Plans.** LA will prepare 15% preliminary engineering drawings for alternatives concepts developed under Tasks 6.4 and 6.5.

Per coordination discussions, LA anticipates that for each of these washes we will need to develop 15% schematic grading designs and cost estimates for both the 25-year, 24-hour storm event and the 100-year peak storm event to allow Lyon and Storey Counties the ability to decide the level of protection they want to achieve and the cost to reach that level of protection. These improvements would be sited to retain/detain off site flows and sediment to mitigate downstream impacts to the developed areas.

The schematic plans will include:

- The drawings will be prepared on 11"x17" format sheets at a standard engineering scale.
- Plan view grading plans for basins
- Development of preliminary grading quantity estimates
- Plan view layout of piping
- Plan and profile concepts for channels to understand grading impacts

This task includes review meetings with JEF and the Client Team. It is assumed that there will be one round of comments and edits.

- 6.8 **On-Site 15% Design Plans.** LA will prepare 15% preliminary engineering drawings for up to 5 sites or blocks within the developed areas based upon coordination with JEF to identify those locations where improvements will provide the most viable flood mitigation for the area.

The schematic plans will include:

- The drawings will be prepared on 11"x17" format sheets at a standard engineering scale.
- Plan view grading plans for basins
- Development of preliminary grading quantity estimates
- Plan view layout of piping
- Plan and profile concepts for channels to understand grading impacts.

- 6.9 **Life Cycle Cost Estimates.** LA will prepare life cycle cost estimates for the facilities to account for annual maintenance and future replacement costs of the proposed facilities, based upon the 15% design plans. LA will provide these for all conceptual designs.
- 6.10 **Final Report.** A FINAL technical report will be submitted. The FINAL report will be comprised of all previously submitted and approved DRAFT chapters and digital data.

6.11 **Executive Summary.** A separate Executive Summary report will be submitted.

Task 7.0 PUBLIC EVENTS

7.1 **Public Meetings.** LA will lead the public outreach and information efforts for this project, including the preparation and implementation of public meetings, designed to educate and gather initial input and concerns regarding the DVADMP. JEF will attend the meetings in whatever capacity is determined by LA. For the purposes of this SOW, LA will lead and implement a total of four (4) public meetings and presentations.

7.1.1 Two Open House Educational and Input Meetings (located in Lyon County and Storey County). The Consultant Team will work with the Client Team to complete the following:

- Location research, availability, confirmation and set-up (assuming majority of this will be conducted by the Counties)
- Development and review of speaker and content order
- Development of Boards
- Development of feedback handout
- Advertising (assuming majority of this will be conducted by the Counties)
- Press Release development and distribution (assuming majority of this will be conducted by the Counties)
- Website correspondence management (assuming majority of this will be conducted by the Counties)
- Compilation of input from residents

7.1.2 Two Informational Public Meetings (located in Lyon County and Storey County). The Consultant Team will work with the Client Team to complete the following:

- Location research, availability, confirmation and set-up (assuming majority of this will be conducted by the Counties)
- Development and review of speaker and content order
- Development of Boards
- Public input reporting
- Advertising (assuming majority of this will be conducted by the Counties)
- Press Release development and distribution (assuming majority of this will be conducted by the Counties)
- Website correspondence management

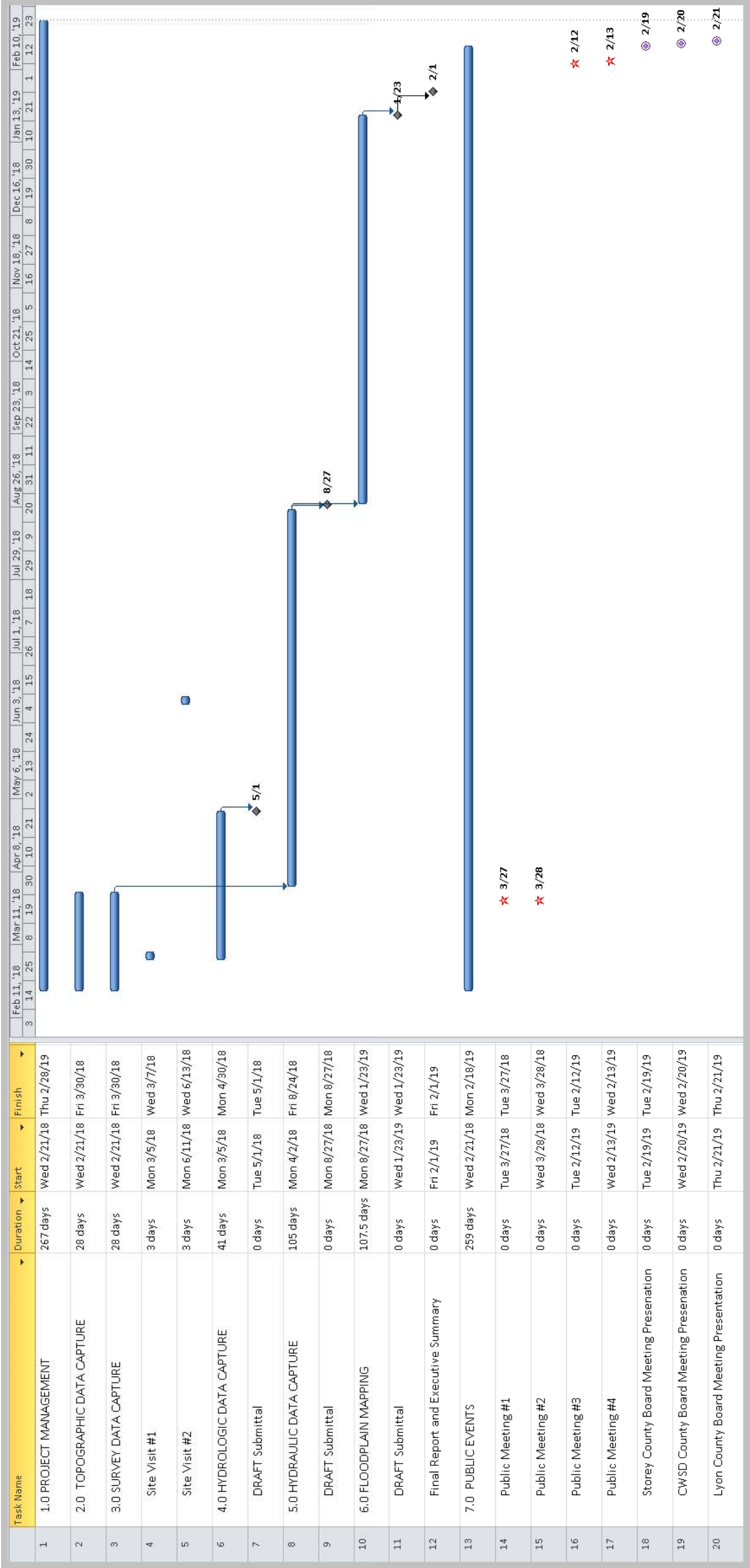
7.2 **Agency Board Meetings (Lyon County and Storey County).** The Consultant Team will attend a total of three (3) agency board meetings at the end of the project to present the project results to:

- Carson Water Subconservancy District Board (meets monthly every 3rd Wednesday)
- Lyon County Board of Commissioners (meets bimonthly on the 1st and 3rd Thursday)
- Storey County Board of Commissioners (meets bimonthly on the 1st and 3rd Tuesday)

EXCLUSIONS, LIMITATIONS, AND ASSUMPTIONS

The following are exclusions, limitations, and assumptions associated with this scope of work:

- Preparation of FEMA submittals are not included
- All data will be available at no cost
- A geotechnical report is not included
- Environmental Permitting is not included
- Storm Water Pollution Prevention Plan is not included
- Final construction plans are not included
- Landscape Plans are not included
- The Client Team will assist in locating documentation regarding existing easements and property information
- The Client Team will pay for any meeting location fees
- The Client Team will pay for any website fees



ATTACHMENT A. PROJECT SCHEDULE

DAYTON VALLEY AREA DRAINAGE MASTER PLAN

Task	TASK DESCRIPTION	JE Fuller						Lumos										Team Total With Expenses		
		Project Manager \$132.00	Project Principal \$165.00	Sr. Project Engineer \$150.00	Project Engineer \$128.00	Admin \$94.00	JEF Labor Total	JEF Direct Expenses	Group Manager \$210.00	Project Manager \$170.00	Survey Manager \$170.00	Senior Engineer \$150.00	Project Engineer \$140.00	Staff Engineer \$130.00	Project Designer \$115.00	2-Person Survey \$210.00	Project Coordinato \$110.00		Lumos Labor Total	Lumos Direct
1.0	PROJECT MANAGEMENT	60			20		\$ 10,480.00	\$ -	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ 10,480.00
2.0	TOPOGRAPHIC DATA CAPTURE	10	0	0	30	0	\$ 5,160.00	\$ -	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ 5,160.00
2.1	Data Collection	10			30		\$ 5,160.00											\$ -		
3.0	SURVEY DATA CAPTURE	78	0	0	64	4	\$ 18,864.00	\$ 2,800.00	0	2	16	0	0	0	0	30	0	\$ 9,360.00	\$ 3,600.00	\$ 34,624.00
3.1	LiDAR Acquisition	8			4		\$ 1,568.00											\$ -		
3.2	Supplemental Survey	10			4		\$ 1,832.00				16					30		\$ 9,020.00	\$ 3,600.00	
3.3	Site Visits	60			56	4	\$ 15,464.00	\$ 2,800.00		2								\$ 340.00		
4.0	HYDROLOGIC DATA CAPTURE	30	0	0	160	0	\$ 24,440.00	\$ -	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ 24,440.00
4.1	Existing Conditions Model Development	30			160		\$ 24,440.00											\$ -		
5.0	HYDRAULIC DATA CAPTURE	100	0	0	320	0	\$ 54,160.00	\$ -	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ 54,160.00
5.1	Historical Flow Path Assessment	40					\$ 5,280.00											\$ -		
5.2	Existing Conditions Model Development	30			200		\$ 29,560.00											\$ -		
5.3	Sedimentation Engineering	30			120		\$ 19,320.00											\$ -		
6.0	FLOOD RISK PRODUCTS DATA CAPTURE	198	24	54	434	4	\$ 94,124.00	\$ -	14	34	0	110	110	80	230	0	0	\$ 77,470.00	\$ -	\$ 171,594.00
6.1	Flood Hazard Classification	4			48		\$ 6,672.00											\$ -		
6.2	HAZUS Event-Based Analysis	4			24		\$ 3,600.00											\$ -		
6.3	Drainage Guidelines Development	40			80		\$ 15,520.00											\$ -		
6.4	25-Year Flood Mitigation Alternative	10	4	20	70		\$ 13,940.00											\$ -		
6.5	100-Year Flood Mitigation Alternative	10	4	20	70		\$ 13,940.00											\$ -		
6.6	Phasing Assessment Alternative	16	4	2	12		\$ 4,608.00											\$ -		
6.7	Off-Site 15% Design Plans	10	4	4	16		\$ 4,628.00		6	15		40	40	40	115			\$33,835.00		
6.8	On-Site 15% Design Plans	10	4	4	16		\$ 4,628.00		6	15		40	40	40	115			\$33,835.00		
6.9	Life Cycle Cost Estimates	4	4	4	8		\$ 2,812.00		2	4		30	30					\$ 9,800.00		
6.10	Final Report	60			80	4	\$ 18,536.00											\$ -		
6.11	Executive Summary	30			10		\$ 5,240.00											\$ -		
7.0	PUBLIC EVENTS	116	0	0	86	0	\$ 26,320.00	\$ 4,200.00	2	14	0	0	0	0	0	0	52	\$ 8,520.00	\$ 1,000.00	\$ 40,040.00
7.1	Public Meetings (4)	82			52		\$ 17,480.00	\$ 2,800.00	2	14							52	\$ 8,520.00	\$ 1,000.00	
7.2	Agency Board Meetings (3)	34			34		\$ 8,840.00	\$ 1,400.00										\$ -		
	TOTALS	592	24	54	1114	8	\$ 233,548.00	\$ 7,000.00	16	50	16	110	110	80	230	30	52	\$ 95,350.00	\$ 4,600.00	PROJECT TOTAL
																				\$ 340,498.00

ATTACHMENT B. FEE TABLE

AGENDA ITEM #12

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: FEBRUARY 21, 2018

SUBJECT: Agenda Item #12 – Approval of Interlocal Contract #2018-4 with Lyon County to cover part of the Dayton Valley Area Drainage Master Plan in an amount not to exceed \$22,498.00.

DISCUSSION: In the spring of 2017, both Lyon County and Storey County requested that CWSD pursue funding from FEMA to conduct an Area Drainage Master Plan in the Dayton Valley area. In the fall of 2017, CWSD received a \$303,000.00 grant from FEMA to conduct the study. CWSD sent out a request for a Statement of Qualifications (SOQ) for the study and received two proposals. JE Fuller was selected to do the study. Their costs to do the study is \$340,488.00. Both Lyon County and Storey County have agreed to split the overage. Lyon County would cover 60% or \$22,498.00 and Storey County would cover 40% or \$15,000.00. Since CWSD is contracting with JE Fuller to do the study, CWSD needs agreements with Lyon County and Storey County to collect the funds to pay JE Fuller. Attached is the Interlocal Contract #2018-4 with Lyon County. Please note that Exhibit "A" is the JE Fuller contract under Agenda Item #11.

STAFF RECOMMENDATION: Approve Interlocal Contract #2018-4 with Lyon County to cover part of the Dayton Valley Area Drainage Master Plan in an amount not to exceed \$22,498.00.

INTERLOCAL CONTRACT

Addressing Funding from Lyon County
to Carson Water Subconservancy District
to Assist with the Cost of Developing
a Dayton Valley Area Drainage Master Plan,
Lyon County and Storey County, Nevada

THIS CONTRACT dated this ____ day of _____, 2018, is entered into by and between LYON COUNTY, a political subdivision of the State of Nevada and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

WHEREAS, LYON COUNTY is a governmental subdivision of the State of Nevada and therefore a public agency under NRS 277.100; and

WHEREAS, CWSD is a water subconservancy district created and organized under the provisions of Chapter 541 of NRS; and

WHEREAS, this Contract is entered into under the provisions of the NRS 277.180 and accordingly must be ratified by appropriate official action of the governing body of each party as a condition precedent to its entry into force; and

WHEREAS, CWSD has engaged J.E. Fuller/Hydrology and Geomorphology, Inc. to develop a Dayton Valley Area Drainage Master Plan, Lyon County and Storey County, Nevada, more particularly described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, LYON COUNTY has agreed to provide \$22,498.00 in FY 2018-19 toward the costs of the project described in Exhibit "A."

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is mutually agreed by and between the parties as follow:

1. LYON COUNTY hereby agrees to reimburse CWSD up to \$22,498.00 for the costs associated with development of a Dayton Valley Area Drainage Master Plan, Lyon County and Storey County, Nevada, which is described in Exhibit "A ".
2. After July 1, 2018, CWSD agrees to bill LYON COUNTY in the amount of \$22,498.00 as LYON COUNTY'S contribution to the project described in Exhibit "A."
3. LYON COUNTY further agrees to pay the approved amount of the request to CWSD within four (4) weeks of said request.
4. LYON COUNTY shall have no responsibility for costs exceeding \$22,498.00.
5. CWSD further agrees to be responsible for all costs exceeding \$22,498.00.
6. This Contract shall terminate June 30, 2019.
7. The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
8. a. Consistent with paragraph 7 of this Contract, each party shall indemnify, hold harmless and defend, not excluding the others right to

participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

b. The indemnification obligation under this provision is conditioned upon receipt of written notice by the indemnifying party within thirty (30) days of the indemnified party's accrual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable for any attorneys' fees and costs incurred during the indemnified party's chosen right to participate with legal counsel.

9. For invoicing and notice purposes, the address of each party is as follows:

LYON COUNTY
Mike Workman
Utilities Director
PO Box 1699
Dayton, NV 89403
(775) 246-6220 x-3

CWSD
Edwin James
General Manager
777 E. William St., #110
Carson City, NV 89701
(775) 887-7456

10. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.

11. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada, with venue for any dispute being Carson City District Court. If any part of this Contract is declared to be unlawful, any remaining obligations shall be deemed terminated.

12. This Contract may only be amended by consent of both parties. Any amendments must be written and executed with the same formality as this Contract.
13. This Contract constitutes the entire understanding between the parties and there are no representations, conditions, warranties or collateral agreements (expressed or implied), statutory or otherwise, with respect to the subject of this Contract.
14. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to engage in cooperative action set forth herein.
15. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times, and places.

DATED: _____

LYON COUNTY

Jeff Page, County Manager

ATTEST:

Nikki Bryan, Clerk/Treasurer

DATED: _____

CARSON WATER
SUBCONSERVANCY DISTRICT

Karen Abowd, Chairman

ATTEST:

Toni M. Leffler, Secretary to the Board

AGENDA ITEM #13

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: FEBRUARY 21, 2018

SUBJECT: Agenda Item # 13 – Approval of Interlocal Contract #2018-5 with Storey County to cover part of the Dayton Valley Area Drainage Master Plan in an amount not to exceed \$15,000.00.

DISCUSSION: In the spring of 2017, both Lyon County and Storey County requested that CWSD pursue funding from FEMA to conduct an Area Drainage Master Plan in the Dayton Valley area. In the fall of 2017, CWSD received a \$303,000.00 grant from FEMA to conduct the study. CWSD sent out a request for a Statement of Qualifications (SOQ) for the study and received two proposals. JE Fuller was selected to do the study. Their costs to do the study is \$340,498.00. Both Lyon County and Storey County have agreed to split the overage. Lyon County will cover 60% or \$22,498.00 and Storey County will cover 40% or \$15,000.00. Since CWSD is contracting with JE Fuller to do the study, CWSD needs agreements with Lyon County and Storey County to collect the funds to pay JE Fuller. Attached is the Interlocal Contract #2018-5 with Storey County. Please note that Exhibit "A" is the JE Fuller contract under Agenda Item #11.

STAFF RECOMMENDATION: Approve Interlocal Contract #2018-5 with Storey County to cover part of the Dayton Valley Area Drainage Master Plan in an amount not to exceed \$15,000.00.

INTERLOCAL CONTRACT

Addressing Funding from Storey County
to Carson Water Subconservancy District
to Assist with the Cost of Developing
a Dayton Valley Area Drainage Master Plan,
Lyon County and Storey County, Nevada

THIS CONTRACT dated this ____ day of _____, 2018, is entered into by and between STOREY COUNTY, a political subdivision of the State of Nevada and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

WHEREAS, STOREY COUNTY is a governmental subdivision of the State of Nevada and therefore a public agency under NRS 277.100; and

WHEREAS, CWSD is a water subconservancy district created and organized under the provisions of Chapter 541 of NRS; and

WHEREAS, this Contract is entered into under the provisions of the NRS 277.180 and accordingly must be ratified by appropriate official action of the governing body of each party as a condition precedent to its entry into force; and

WHEREAS, CWSD has engaged J.E. Fuller/Hydrology and Geomorphology, Inc. to develop a Dayton Valley Area Drainage Master Plan, Lyon County and Storey County, Nevada, more particularly described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, STOREY COUNTY has agreed to provide \$15,000.00 in FY 2018-19 toward the costs of the project described in Exhibit "A."

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is mutually agreed by and between the parties as follow:

1. STOREY COUNTY hereby agrees to reimburse CWSD up to \$15,000.00 for the costs associated with development of a Dayton Valley Area Drainage Master Plan, Lyon County and Storey County, Nevada, which is described in Exhibit "A ".
2. After July 1, 2018, CWSD agrees to bill STOREY COUNTY in the amount of \$15,000.00 as STOREY COUNTY'S contribution to the project described in Exhibit "A."
3. STOREY COUNTY further agrees to pay the approved amount of the request to CWSD within four (4) weeks of said request.
4. STOREY COUNTY shall have no responsibility for costs exceeding \$15,000.00.
5. This Contract shall terminate June 30, 2019.
6. The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
7. a. Consistent with paragraph 6 of this Contract, each party shall indemnify, hold harmless and defend, not excluding the others right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable

attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

b. The indemnification obligation under this provision is conditioned upon receipt of written notice by the indemnifying party within thirty (30) days of the indemnified party's accrual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable for any attorneys' fees and costs incurred during the indemnified party's chosen right to participate with legal counsel.

8. For invoicing and notice purposes, the address of each party is as follows:

STOREY COUNTY
Austin Osborne
Admin. Officer/Planning Director
PO Box 176
Virginia City, NV 89440
(775) 847-0963

CWSD
Edwin James
General Manager
777 E. William St., #110
Carson City, NV 89701
(775) 887-7456

9. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.
10. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada, with venue for any dispute being Carson City District Court. If any part of this Contract is declared to be unlawful, any remaining obligations shall be deemed terminated.

11. This Contract may only be amended by consent of both parties. Any amendments must be written and executed with the same formality as this Contract.
12. This Contract constitutes the entire understanding between the parties and there are no representations, conditions, warranties or collateral agreements (expressed or implied), statutory or otherwise, with respect to the subject of this Contract.
13. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to engage in cooperative action set forth herein.
14. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times, and places.

DATED: _____

STOREY COUNTY

Pat Whitten, County Manager

ATTEST:

Vanessa DuFresne, Clerk/Treasurer

DATED: _____

CARSON WATER
SUBCONSERVANCY DISTRICT

Karen Abowd, Chairman

ATTEST:

Toni M. Leffler, Secretary to the Board

AGENDA ITEM #14

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: FEBRUARY 21, 2018

SUBJECT: Agenda Item #14 – Approval of Interlocal Contract #2018-6 with Robert Loveberg to review and propose revisions to County/City Ordinances and Design Standards to advance Low Impact Development (LID) Implementation in the Carson River Watershed in an amount not to exceed \$32,000.00.

DISCUSSION: At the December CWSD Board meeting, CWSD Board approved the use of funds coming from NDEP 208 Planning to hire a consultant to evaluate the various counties' ordinances pertaining to Low Impact Development (LID). Staff is proposing to hire Robert Loveberg to do the study since he is already working with the various counties on their floodplain ordinances. Attached is Interlocal Contract #2018-6 in an amount not to exceed \$32,000.00.

STAFF RECOMMENDATION: Authorize the Chairperson to sign Interlocal Contract #2018-6 with Robert Loveberg to review and propose revisions to County/City Ordinances and Design Standards to advance Low Impact Development (LID) Implementation in the Carson River Watershed in an amount not to exceed \$32,000.00.

AGREEMENT #2018-6

AGREEMENT

**Addressing Funding from Carson Water Subconservancy District
to Robert G. Loveberg
to Review and Propose Revisions
to County/City Ordinances and Design Standards
to Advance Low Impact Development Implementation
in the Carson River Watershed**

THIS AGREEMENT dated this ____ day of _____, 2018, is entered into by and between ROBERT G. LOVEBERG (hereinafter "LOVEBERG") and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

WHEREAS, LOVEBERG is a private consultant; and

WHEREAS, LOVEBERG has been selected to review and propose revisions to County/City Ordinances and Design Standards to advance Low Impact Development (LID) Implementation in the Carson River Watershed, which is described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, CWSD is a water subconservancy district created and organized under the provisions of Chapter 541 of NRS; and

WHEREAS, as the Clean Water Act Section 208 planning entity for the Carson River Watershed, CWSD has received a grant from the Nevada Division of Environmental Protection (NDEP) to continue the work to manage polluted runoff which was begun in 2015 when CWSD developed a report entitled, "Low Impact Development in the Carson River Watershed"; and

WHEREAS, the maximum amount of funds available under this Agreement will not exceed \$32,000.00.

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is mutually agreed by and between the parties as follow:

1. CWSD shall reimburse LOVEBERG for the costs to review and propose revisions to County/City Ordinances and Design Standards to advance Low Impact Development (LID) Implementation in the Carson River Watershed, as described in Exhibit "A."
2. CWSD shall reimburse LOVEBERG utilizing funding from the Clean Water Act Section 208 grant from NDEP.
3. The maximum amount of funds available under this Agreement will not exceed \$32,000.00.
4. This Agreement shall terminate December 31, 2019, at which time LOVEBERG shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Agreement. If all funds are expended earlier, this Agreement may be terminated sooner by written notice from the grantor, CWSD.
5. For invoicing and notice purposes, the address of each party is as follows:

Robert G. Loveberg Planning Consultant P.O. Box 2924 Minden, NV 89423 (775) 721-2282	CWSD Attn.: Edwin James General Manager 777 E. William, Ste. 110A Carson City, NV 89701 (775) 887-7456
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6. This Agreement shall be by and between the parties hereto and shall not be assignable or transferable.

7. Under this Agreement LOVEBERG is considered an independent contractor and not an employee of CWSD.
8. Any dispute regarding this Agreement shall be decided according to the laws of the State of Nevada. If any part of this Agreement is declared to be unlawful, any remaining obligations shall be deemed terminated.
9. Each party shall indemnify, hold harmless and defend, not excluding the others right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party.
10. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

Consistent with the above paragraph of this Contract, each party shall indemnify, hold harmless and defend, not excluding the others right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within thirty (30) days of the indemnified party's accrual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

11. LOVEBERG shall provide CWSD insurance as follows:

- a. General Liability Insurance: Prior to commencement and for the duration of activities that constitute the Project that is the subject of this Contract, LOVEBERG shall maintain commercial general liability as follows:
 - i. Two Million Dollars (\$2,000,000.00) - General Aggregate.
 - ii. Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.
 - iii. One Million Dollars (\$1,000,000.00) - Each Occurrence.
 - iv. CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].
 - v. CWSD, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional

insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, including coverage under the commercial umbrella, if any.

- vi. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to CWSD. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- vii. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- viii. LOVEBERG waives all rights against CWSD and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against CWSD with respect to any loss paid under the policy.

b. Business Automobile Liability Insurance:

- i. LOVEBERG shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.

- ii. Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- iii. LOVEBERG waives all rights against CWSD and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by LOVEBERG pursuant this Contract.

- 12. This Agreement may only be amended by consent of both parties. Any amendments must be written and executed with the same formality as this Agreement.
- 13. This Agreement, including Exhibit "A", constitutes the entire understanding between the parties and there are no representations, conditions, warranties or collateral agreements (expressed or implied), statutory or otherwise, with respect to the subject of this Agreement.
- 14. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in cooperative action set forth herein.

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15. This Agreement shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times and places.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

DATED: _____

ROBERT G. LOVEBERG
PLANNING CONSULTANT

Robert G. Loveberg

DATED: _____

CARSON WATER
SUBCONSERVANCY DISTRICT

Karen Abowd, Chairman

ATTEST:

Toni M. Leffler, Secretary to the Board

EXHIBIT “A” TO AGREEMENT 2018-6

2017-2018 – Clean Water Act Section 208 Planning Grant

Scope of Work

December 1, 2017

Review and Propose Revisions to County/City Ordinances and Design Standards to Advance Low Impact Development (LID) Implementation in the Carson River Watershed

Background and Problem Statement:

As the Clean Water Act Section 208 planning entity for the Carson River Watershed, CWSD is charged with ensuring that “all activities associated with water pollution issues be managed through an integrated area wide water quality management program” (WQMPCR 2005). The Water Quality Management Plan for the Carson River (WQMPCR 2005) identifies run-off from urban areas as one of the sources of nonpoint source pollution (NPSP). One method to assist with managing polluted runoff is the use of Low Impact Development practices or green infrastructure.

There are several urbanized areas within the Carson River Watershed where the use of LID practices will provide benefits to the water quality of the Carson River. In 2015, CWSD developed a report entitled, ‘Low Impact Development in the Carson River Watershed’ using Clean Water Act Section 208 Planning funding. The purpose of the report was to provide a user-friendly document that explained green infrastructure/LID, its benefits to water quality, and outlined LID practices that were applicable to the Carson River Watershed. The document also looked at barriers to implementation and outlined steps local entities could take to implement LID. Although the report was positively received, the use of green infrastructure and LID practices to limit NPSP remains underutilized in the Carson River Watershed. A barrier to implementation identified in the report is inconsistent or contradictory policies and ordinances which make LID difficult to promote and/or implement. The report identified review of these ordinance and design standard inconsistencies, and creation of LID friendly ordinances an important step for LID implementation.

LID Defined:

Green Infrastructure or Low Impact Development (LID), is a land development practice that improves stormwater quality in urban areas. LID practices reduce the amount of runoff and filter stormwater by slowing, holding, infiltrating, and evaporating stormwater onsite. LID practices filter out pollutants such as oil, bacteria, sediment and nutrients by allowing the runoff to seep through onsite vegetation and soil. Urbanized areas within the Carson River Watershed can incorporate LID practices into their stormwater management repertoire and gain many benefits that enhance overall watershed.

Proposal:

During the October 24, 2017 Carson River Coalition (CRC) Floodplain and River Management Working Group Meeting, CWSD received input from the group regarding the proposed use of the next round of Section 208 planning funds. The group, which included local jurisdiction planning and stormwater management staff, suggested CWSD used the funds to work with the Counties/City to review existing ordinances and design standards, propose specific revisions, and create County/City specific LID friendly ordinances. This proposal is consistent with the 2015 report and provides local jurisdictions with the basic planning infrastructure to actively promote LID projects throughout the watershed. It should be noted that county/city staff are very supportive of regional wide planning efforts that assist them in LID promotion and implementation in their jurisdictions.

CWSD proposes to utilize the \$40,000 available under Section 208 of the Clean Water Act for the Carson River to cover CWSD staff time and to hire a consultant that will:

1. Assist CWSD staff in working with local jurisdictions, the Carson River Coalition (CRC) Floodplain and River Management Working Group, and others to review the intention behind existing ordinances and design standards that limit LID implementation and re-word/revise them to allow LID activities, where appropriate, while still achieving the intend of the ordinance or standard;
2. Create and propose, consistent, individualized per jurisdiction if necessary, model LID ordinances and design standards that promote the use of green infrastructure/LID throughout the more urbanized areas in the watershed. Discussion and incorporation of incentives for implementation of LID such as MS4 or CRS credits, stormwater credits, streamlined permitting, grant funding options, etc. Local jurisdictions can choose to implement the ordinance.
3. Work with and assist local jurisdictions to incorporate LID into their planning processes including ordinance and design standard revisions, adoption, and LID checklists and implementation processes.
4. Provide written final project report.

Deliverables:

Provide meeting/workshop agendas and meeting notes, a model LID ordinance for each county in the watershed, Quarterly reports and invoices, and a final report.

Estimated Budget:

CWSD Salary & Benefits -	\$ 7,700.00
CWSD Travel -	\$ 200.00
CWSD Operation/Copier/Supplies -	\$ 100.00
Contractor -	\$32,000.00
Total -	\$40,000.00

References:

USEPA 2012, *Effectiveness of LID: Proven LID Technologies Can Work for Your Community*, United States Environmental Protection Agency October 2012 (see www.epa.gov/nps/lid).

WQMPCR 2005, *Water Quality Management Plan for the Carson River*, Prepared for CWSD By Brown and Caldwell, Carson City, NV.

CWSD 2015, [Low Impact Development in the Carson River Watershed](#), CWSD and Resource Concepts, Inc., April 2015.

AGENDA ITEM #15

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: FEBRUARY 21, 2018

SUBJECT: Agenda Item #15 – Presentation of the 2018 Andy Aldax Carson River Watershed Award to Steve Lewis.

DISCUSSION: In December 2017, the Board voted to present Steve Lewis with the 2018 Andy Aldax Award.

STAFF RECOMMENDATION: Award Steve Lewis with the 2018 Andy Aldax Carson River Watershed Award.



CARSON WATER SUBCONSERVANCY DISTRICT
777 East William Street, Suite 110A
Carson City, NV 89701
775/887-7450, fax 775/887-7457

NEWS RELEASE
(for immediate release)

THE CARSON WATER SUBCONSERVANCY DISTRICT (CWSD) selected Dr. Steve Lewis to receive the 2018 Andy Aldax Carson River Watershed Award for Exemplary Service in Conservation and Protection of the Carson River Watershed. The award, created in 2007, recognizes individuals or organizations that actively demonstrate a 10+ year commitment and accomplish plans and projects to improve and sustain the Carson River Watershed.

For over 28 years, Dr. Steve Lewis has worked tirelessly to conserve and sustain the waterways throughout the Carson River Watershed. He has been the Extension Educator in Gardnerville, Nevada since 1990 and is well-known for his dedication to serving the Carson River community.

Dr. Lewis is a founding member, champion, or sustaining supporter of dozens of movements to conserve our Carson River waters, floodplains, and natural resources: He has organized hundreds of public and private land conservation meetings and voluntarily facilitates planning workshops for local churches, schools, and any group that builds unity in our communities. He has been a respected technical resource for the Carson River Watershed at well over 4,000 meetings. Through the years, Dr. Lewis has authored numerous brochures and fact sheets about floodplain management and other best management practices for our watershed community.

Always with a smile, a kind word, and a readiness to lend a hand...Steve Lewis, a gentleman and scholar, exemplifies the Andy Aldax spirit and commitment to community and conservation.

The award will be presented to Dr. Steve Lewis at the CWSD Board meeting on Wednesday, February 21, 2018, at 6:30 p.m. in the Bonanza Room of the Carson City Community Center, 851 E. William St. (Hwy. 50), Carson City. All are welcome and encouraged to attend the meeting and presentation to honor Dr. Lewis. Contact Toni Leffler (775-887-7450) for more information.

AGENDA ITEM #16

CARSON RIVER WATERSHED COMMITTEE

ROLL CALL

AGENDA ITEM #17

CARSON RIVER WATERSHED COMMITTEE

PUBLIC COMMENT

AGENDA ITEM #18

**CARSON WATER SUBCONSERVANCY DISTRICT
CARSON RIVER WATERSHED COMMITTEE**

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: FEBRUARY 21, 2018

SUBJECT: Agenda Item #18 - For Possible Recommendation: Modify Interlocal Contracts #2017-15 and #2017-16 with Carson Valley and Dayton Valley Conservation Districts to allow the Districts to use some of the funds to assist ranchers with the summary reports and permits necessary to do work in the river.

DISCUSSION: For the last several months CWSD staff has been working with landowners, ranchers, conservation districts, federal, state, and counties to attempt to get everyone on the same page so projects along and in the Carson River can get done. Although there is still some disagreement regarding who has what authority and what project needs a permit, the federal and state agencies are asking for a summary of the project and maps before each project can start. The federal and state agencies have indicated that they will quickly review the project and let the rancher know if they need a permit or if they can do the project under general maintenance. To assist the ranchers, CWSD staff is proposing that Interlocal Contracts #2017-15 and #2017-16 with Carson Valley and Dayton Valley Conservation Districts be modified to use some of the funds to assist ranchers with the summary reports and permits necessary to do work in the river. Attached are the proposed modifications to the Interlocal Contracts #2017-15 and #2017-16.

STAFF RECOMMENDATION: Recommend the CWSD Board approve the modifications to the Interlocal Contracts #2017-15 and #2017-16 to allow the Districts to use some of the funds to assist ranchers with the summary reports and permits necessary to do work in the river.

**2018 ADDENDUM TO INTERLOCAL CONTRACT #2017-15
Addressing Funding from Subconservancy District
to Carson Valley Conservation District
to Assist with Permitting and Overseeing Flood Repairs
Along the Carson River in Douglas County**

WHEREAS, on October 4, 2017, the CARSON WATER SUBCONSERVANCY DISTRICT (hereinafter referred to "CWSD") and CARSON VALLEY CONSERVATION DISTRICT (hereinafter referred to as "DISTRICT") entered into an Interlocal Contract (hereinafter "Interlocal Contract #2017-15") addressing funding from CWSD to DISTRICT ('the Project"); and

WHEREAS, it has been determined that Interlocal Contract #2017-15 needs to be amended to allow DISTRICT to use some of the funds to assist ranchers with project summary reports to state and federal agencies and, if necessary, with acquiring the permits necessary to do work in the river.

NOW, THEREFORE IT IS AGREED:

1. Interlocal Contract #2017-15 shall be amended to allow DISTRICT to use some of the funds to assist ranchers with project summary reports to state and federal agencies and, if necessary, with acquiring the permits necessary to do work in the river.

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2. All other terms of Interlocal Contract #2017-15 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum on the day and year written below.

DATE _____

CARSON VALLEY
CONSERVATION DISTRICT

James Settlemeyer, Chairman

ATTEST:

J.B. Lekumberry, Secretary

DATE _____

CARSON WATER
SUBCONSERVANCY DISTRICT

Karen Abowd, Chairman

ATTEST:

Toni M. Leffler, Secretary to the Board

**2018 ADDENDUM TO INTERLOCAL CONTRACT #2017-16
Addressing Funding from Subconservancy District
to Dayton Valley Conservation District
to Assist with Permitting and Overseeing Flood Repairs
Along the Carson River in Lyon County**

WHEREAS, on October 4, 2017, the CARSON WATER SUBCONSERVANCY DISTRICT (hereinafter referred to "CWSD") and DAYTON VALLEY CONSERVATION DISTRICT (hereinafter referred to as "DISTRICT") entered into an Interlocal Contract (hereinafter "Interlocal Contract #2017-15") addressing funding from CWSD to DISTRICT ('the Project"); and

WHEREAS, it has been determined that Interlocal Contract #2017-16 needs to be amended to allow DISTRICT to use some of the funds to assist ranchers with project summary reports to state and federal agencies and, if necessary, with acquiring the permits necessary to do work in the river.

NOW, THEREFORE IT IS AGREED:

1. Interlocal Contract #2017-16 shall be amended to allow DISTRICT to use some of the funds to assist ranchers with project summary reports to state and federal agencies and, if necessary, with acquiring the permits necessary to do work in the river.

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2. All other terms of Interlocal Contract #2017-16 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum on the day and year written below.

DATE _____

DAYTON VALLEY
CONSERVATION DISTRICT

Dan Kaffer, Chairman

ATTEST:

Joseph Ricci, Secretary

DATE _____

CARSON WATER
SUBCONSERVANCY DISTRICT

Karen Abowd, Chairman

ATTEST:

Toni M. Leffler, Secretary to the Board

AGENDA ITEM #19

**CARSON WATER SUBCONSERVANCY DISTRICT
CARSON RIVER WATERSHED COMMITTEE**

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: FEBRUARY 21, 2018

SUBJECT: Agenda Item #19 - For Possible Recommendation: Discussion regarding inviting Storey County to have a voting representative on the Carson River Watershed Committee and other CWSD Committees as appropriate.

DISCUSSION: On January 24, 2018, CWSD Administrative Committee discussed the proposal to have Storey County become a voting representative on the Carson River Watershed Committee (see draft meeting notes with Agenda Item #9). Staff mentioned that having Storey County become a voting representative on the Carson River Watershed Committee is a way to have Storey County have an official representative with CWSD while both parties consider the Nevada legislative process.

There was some discussion as to the need for a Memorandum of Understanding (MOU). Committee Member Roberts expressed his concern with the concept of exacting a fee as part of membership. He felt that if Storey County would like to be a part of the committee, its membership should not be tied to paying a set amount of money to CWSD annually. In the future, if Storey County wanted CWSD assistance with a project in their county, then an agreement would be developed between the two entities. Mr. Osborne also indicated that Storey County is not looking at having their representative get paid by CWSD to attend the meetings. Based on this discussion, the committee did not see a need to develop a MOU between CWSD and Storey County.

It was suggested that CWSD would send a letter to Storey County asking if they would be interested in having an official voting representative on the Carson River Watershed Committee. If they are, then they would appoint a person to the committee. There was discussion regarding having an alternate. Currently, CWSD does not allow alternates, and if the appointed person cannot make the meeting, then they would not have a member at the meeting. This does not stop Storey County or anyone else from attending the meeting as a member of the public.

Although not discussed at the Administration Committee, a question came up as to whether the Storey County representative could participate on the other CWSD Committees. After reviewing CWSD policy for Selecting Committee Members it looks like the Storey County representative could serve on other CWSD committees.

STAFF RECOMMENDATION: Recommend that CWSD send a letter to Storey County inviting them to become a voting representative on the Carson River Watershed Committee.

February 21, 2018

Marshall McBride, Chairman
Storey County Board of Commissioners
26 S. B St.
P.O. Box 176
Virginia City, NV 89440

Re: Carson River Watershed Committee

Dear Mr. McBride:

As you may be aware, in 1989, the Nevada Legislature charged Carson Water Subconservancy District (CWSD) with the protection and oversight of the upper Carson River Watershed. The counties initially involved with CWSD were Douglas County, Carson City, and Lyon County. In 1999, Churchill County joined CWSD, and in 2001, Alpine County began to participate with CWSD through a Joint Powers Agreement. The only portion of the Carson River watershed not officially associated with CWSD is Storey County.

CWSD would like to extend to Storey County the invitation to join the Carson River Watershed Committee as a voting member so that Storey County can more fully participate in watershed-wide discussion and decision-making. In accepting this invitation, please appoint a representative to the Carson River Watershed Committee which meets during the CWSD Board meetings on the third Wednesday of each month.

We value Storey County's involvement in the Carson River Watershed. Every county's voice needs to be heard and considered to protect our precious resources. Thank you for your consideration of this invitation.

Sincerely,

Karen Abowd
Chairman

AGENDA ITEM #20

**CARSON WATER SUBCONSERVANCY DISTRICT
CARSON RIVER WATERSHED COMMITTEE**

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: FEBRUARY 21, 2018

SUBJECT: Agenda Item #20 - For Possible Recommendation: Discussion regarding the proposal to modify the language in future CWSD contracts to enhance liability clauses and requiring the entity receiving funding from CWSD to fill out a Project Summary Worksheet.

DISCUSSION: On January 24, 2018, CWSD Administration Committee discussed the proposal to modify future Interlocal Contracts to included additional liability language and to include a provision that entities receiving funding from CWSD would be required to fill out a Project Summary Worksheet (see attached worksheet). It was brought up several months ago that the liability insurance language in CWSD contracts needed some more provisions. Staff got a copy of Carson City's liability insurance requirements and then ran this language by CWSD's insurance carrier. Attached is a draft of the revised Interlocal Agreement language. The old language is in **BLACK**; the new language is in **BLUE**; and the language that will change with each agreement is in **RED**.

Staff is sending these proposed changes to the liability language to our various partners to see if they will have any issues meetings the requirements.

STAFF RECOMMENDATION: Recommend that CWSD Board accept the changes to CWSD's standard Interlocal Contracts.

INTERLOCAL CONTRACT

Addressing Funding from Carson Water Subconservancy District
to Carson Valley Conservation District
to Assist with Permitting and Overseeing Flood Repairs
Along the Carson River in Douglas County

THIS CONTRACT dated this ____ day of _____, 2017, is entered into by and between **CARSON VALLEY** CONSERVATION DISTRICT, a political subdivision of the State of Nevada (hereinafter "DISTRICT") and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

WHEREAS, DISTRICT is a governmental subdivision of the State of Nevada a public body corporate and politic, organized in accordance with the provisions of Chapter 548 of the Nevada Revised Statutes (NRS); and

WHEREAS, CWSD is a water subconservancy district created and organized under the provisions of Chapter 541 of NRS; and

WHEREAS, this Contract is entered into under the provisions of NRS 277.180 and must be ratified by appropriate official action of the governing body of each party as a condition precedent to its entry into force; and

WHEREAS, CWSD and DISTRICT each possess common objectives and responsibilities with regard to the Carson River; and

WHEREAS, significant damage to the riverbanks of the Carson River through Douglas County occurred as a result of flooding in January and February of 2017; and

WHEREAS, DISTRICT has requested \$135,000.00 funding to assist with permitting and overseeing flood repairs along the Carson River in Douglas County.

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is mutually agreed by and between the parties as follows:

1. CONTRACT TERM:

- a CWSD hereby grants to DISTRICT \$135,000.00 to assist with permitting and overseeing flood repairs along the Carson River in Douglas County as identified and described in Exhibit "A"; and
- b **DISTRICT** will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.

- c CWSD commits to pay the approved amount of the request to DISTRICT within four (4) weeks of said request.
- d DISTRICT will submit Project Summary Reports (See Exhibit "B"), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e CWSD shall have no responsibility for costs exceeding \$135,000.00.
- f This Contract shall terminate December 31, 2018, at which time DISTRICT shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
- g Notwithstanding any other provision of this Agreement, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this Agreement immediately in writing. CWSD will reimburse DISTRICT for all costs that occurred under this Agreement up to the date the Agreement is terminated.

2. LIMITED LIABILITY AND INDEMNIFICATION:

- a. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
- b. Consistent with paragraph 2.a of this Contract, each party shall indemnify, hold harmless and defend, not excluding the others right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- c. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within thirty (30) days of the indemnified party's accrual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

~~i. Prior to commencement and for the duration of activities that constitute the Project that is the subject of this Agreement, DISTRICT agrees to maintain a General Policy of Insurance with minimum liability limits of \$1,000,000 and to take necessary steps to endorse, and provide evidence of such endorsement, to include the CWSD as an additional insured party. This~~

~~requirement further extends to any subcontractors retained by DISTRICT for this Project. Not needed per Jim Norton~~

3. **DISTRICT** shall provide CWSD insurance as follows:

- a. General Liability Insurance: Prior to commencement and for the duration of activities that constitute the Project that is the subject of this Contract, **DISTRICT** shall maintain commercial general liability as follows:
 - i. Two Million Dollars (\$2,000,000.00) - General Aggregate.
 - ii. Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.
 - iii. One Million Dollars (\$1,000,000.00) - Each Occurrence.
 - iv. CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].
 - v. **CWSD**, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, including coverage under the commercial umbrella, if any.
 - vi. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to **CWSD**. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
 - vii. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
 - viii. **DISTRICT** waives all rights against **CWSD** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against **CWSD** with respect to any loss paid under the policy. (No need for 3 year)
- d. Business Automobile Liability Insurance:

- i. **DISTRICT** shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- ii. Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- iii. **DISTRICT** waives all rights against **CWSD** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **DISTRICT** pursuant this Contract.
(No need for 3 year)

e. Professional Liability Insurance (If applicable)

- i. **DISTRICT** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- ii. Retroactive date: Prior to commencement of the performance of this Contract.
- iii. **DISTRICT** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the **CWSD**. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **DISTRICT** shall purchase Extended Reporting Period coverage for claims arising out of **DISTRICT's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.
- iv. **DISTRICT will be secured and maintained Workers Comp during the period of the contract.**

4. **NOTICE:** For invoicing and notice purposes, the address of each party is as follows:

DISTRICT
Attn.: **Richard Wilkinson**
Grant Coordinator
1702 County Rd., # A
Minden, NV 89423
(775) 782-3661 x 112

CWSD
Attn.: **Edwin James**
General Manager
777 E. William St., #110
Carson City, NV 89706
(775) 887-7456

5. ENTIRE CONTRACT AND MODIFICATION:

- a. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.
- b. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada. If any part of this Contract is declared to be unlawful, any remaining obligations shall be deemed terminated.
- c. This Contract may only be amended by consent of both parties. Any amendments must be written and executed with the same formality as this Contract.
- d. This Contract constitutes the entire understanding between the parties and there are no representations, conditions, warranties or collateral agreements (expressed or implied), statutory or otherwise, with respect to the subject of this Contract.

6. PROPER AUTHORITY:

- a. This Contract becomes effective when ratified by appropriate official action of the governing body of each party; however, the DISTRICT can submit expenses that have been incurred from **July 1, 2017**, forward.
- b. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to engage in cooperative action set forth herein.
- c. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times and places.

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year first written above.

DATED: _____

CARSON VALLEY
CONSERVATION DISTRICT

DATED: _____

CARSON WATER
SUBCONSERVANCY DISTRICT

James Settelmeyer, Chairperson

Karen Abowd, Chairperson

ATTEST:

ATTEST:

J.B. Lekumberry, Secretary
Board

Toni M. Leffler, Secretary to the

Carson River Watershed Project Summary Form				
Project name				
Category/Type of Project				
Map ID#	(From Stewardship Plan Map) or state None if no Map ID #			
Date Started				
Date Completed				
Location Details/Address				
County				
Add Project #	Latitude		Longitude	
Add Project #	Latitude		Longitude	
Add Project #	Latitude		Longitude	
HUC				
Contact Person Name/Details				
Primary Objective	(What will the project achieve? Was the objective achieved?)			
Area restored/stabilized	Add linear feet of project/acreage/an applicable measurable unit/material used (rock, plants, etc.)			
Estimated Load Reduction	Only if applicable			
Total Project Cost	\$			
Project Partners	List all partners			

Tracking Updates and Milestones	
Date	Activity
Add data and expand table/insert rows as required	Add data and expand table/insert rows as required

Project Photos:

Before construction:

Title: Example Photos (replace with specific project)



After construction:



AGENDA ITEM #21

PUBLIC COMMENT

AGENDA ITEM #22

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: FEBRUARY 21, 2018

SUBJECT: Agenda Item # 22 – Modify Interlocal Contracts #2017-15 and #2017-16 with Carson Valley and Dayton Valley Conservation Districts to allow the Districts to use some of the funds to assist ranchers with the summary reports and permits necessary to do work in the river.

DISCUSSION: This item was discussed under Agenda Item #18.

STAFF RECOMMENDATION: Approve the modifications to Interlocal Contracts #2017-15 and #2017-16 with Carson Valley and Dayton Valley Conservation Districts as presented or amended by the Carson River Watershed Committee.

AGENDA ITEM #23

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: FEBRUARY 21, 2018

SUBJECT: Agenda Item # 23 – Discussion regarding the proposal to modify the language in future CWSD contracts to enhance liability causes and for the entity receiving funding from CWSD fill out a Project Summary Worksheet.

DISCUSSION: This item was discussed under Item #20.

STAFF RECOMMENDATION: Approve the modifications to Interlocal Contracts as presented or amended by the Carson River Watershed Committee.

AGENDA ITEM #24

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: FEBRUARY 21, 2018

SUBJECT: Agenda Item # 24 – Extend an invitation to Storey County to become a voting member on the Carson River Watershed Committee and other CWSD Committees and to designate a representative.

DISCUSSION: This item was discussed under Agenda Item #19.

STAFF RECOMMENDATION: Authorize the Chairperson to sign the letter to Storey County inviting Storey County to become a voting member on the Carson River Watershed Committee and other CWSD Committees and to designate a representative.

AGENDA ITEM #25

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: FEBRUARY 21, 2018

SUBJECT: Agenda Item #25 – Approval of River Wrangler's request to pay Dayton Valley Conservation District for their work on Conserve Carson River Work Days 2016 from the FY 2017-18 grant.

DISCUSSION: Attached is a letter from River Wranglers explaining that Dayton Valley Conservation District (DVCD) just submitted an invoice for their work on the Conserve Carson River Work Days 2016. Since that grant year is closed, River Wranglers is requesting approval to pay DVCD from the FY 2017-18 grant for that program.

Staff discussed this with Director Penzel, CWSD Treasurer, and he concurs that the attached DVCD may be paid from the FY 2017-18 Conserve Carson River Work Days grant.

STAFF RECOMMENDATION: Approve the River Wrangler's request to pay Dayton Valley Conservation District for their work on Conserve Carson River Work Days 2016 from the FY 2017-18 grant.



River Wranglers

EMPOWERING YOUTH THROUGH HANDS-ON EDUCATION

1355 East Badger Street, Silver Springs, NV 89429

775.230.0633

RiverWranglers.org

RW@RiverWranglers.org

RiverWranglers.Blogspot.com

Like us on Facebook: RiverWranglersNV

February 5, 2018

Edwin James, District Manager
Carson Water Subconservancy District
777 E William Street Suite 110A
Carson City, NV 89701

Dear Mr. James,

I received an invoice this week from Dayton Valley Conservation District for work they did to support Conserve Carson River Work Days 2016. They overlooked submitting the invoice and do not have an additional source of funding to cover the work they did.

May I propose that we use funding from the Conserve Carson River Work Day grant in the 2017-18 fiscal year? We would still be able to use this money as a match for the EE grant since they accept match from us beginning in October 2016. All of the work and gas mileage was during November and December that year.

We appreciate your consideration and await your direction.

Sincerely,

Linda Conlin, Executive Director
River Wranglers

Dayton Valley Conservation District
 PO Box 1807/34 Lakes Blvd.
 Dayton, Nevada 89403
 (775) 246-1999
rholley.dvcd@yahoo.com

INVOICE

Invoice: DVCD-1
Invoice Date: 10-Jan-17
Invoice Period: 7/1/2016-12/31/2016

Grant: River Workdays and Outreach

To:
 River Wranglers
 PO Box 1612
 Dayton, NV 89403

For:
 Hours, mileage and supplies for River Workday projects.

Invoice Date	Period/ Staff &/or Crew Time Description	Hours	Hourly Rate	AMOUNT
11/15/2016	Odyssey Associates-Crew Payroll 10/24-11/6/2016	1	\$ 219.33	\$ 219.33
11/29/2016	Odyssey Associates-Crew Payroll 11/7-11/20/2016	1	\$ 1,509.13	\$ 1,509.13
12/31/2016	Robert Holley-District Manager Time	27	\$ 31.20	\$ 842.40
12/31/2016	Leah Hoover-Administrative Assistant Time	6	\$ 19.50	\$ 117.00
Date	Mileage Description	Miles	Mileage Rate	AMOUNT
12/31/2016	2008 Dodge-District Manager	99	\$ 0.54	\$ 53.46
12/31/2016	2004 Dodge	34	\$ 0.54	\$ 18.36
12/31/2016	2005 GMC	128	\$ 0.54	\$ 69.12
Date	Supplies & Materials Description	Quantity	Cost	AMOUNT
				\$ -
Date	General Operating Expenses	Quantity	Cost	AMOUNT
				\$ -
TOTAL				\$2,828.80

Make all checks payable to Dayton Valley Conservation District
 Payment is due within 30 days.

If you have any questions concerning this invoice, contact Robert Holley

THANK YOU!

STAFF REPORTS

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: FEBRUARY 21, 2018

SUBJECT: Agenda Item #26 - For Information Only: Staff report

DISCUSSION: The following is a list of meetings/activities attended by Ed James and staff since the last Board meeting on January 17, 2018:

- 1/19/18 – Ed and Brenda met with Brad Crowell of the Natural Resource Conservation Service and representatives from his office, State Lands, and Emergency Management regarding the flood damage repair process.
- 1/23/18 – Ed, Brenda, Debbie, and Louise met with Geoff Brownell and Karin Peternel of Michael Baker International regarding the Floodplain Management Plan.
- 1/23/18 – Ed participated in a Nevada Water Resource Association (NWRA) finance meeting.
- 1/23/18 - Ed, Brenda, and Debbie participated in the CRC Floodplain and River Management Plan Working Group/FEMA Discovery meeting.
- 1/24/18 – Ed and Debbie participated in a CWSD Administrative Committee meeting.
- 1/24/18 – Ed gave a presentation on CWSD and watershed issues to Sherman Swanson's class at UNR.
- 1/30/18 – Ed, Brenda, and Debbie hosted the Water Summit in the Nevada Room of the Governor's Mansion.
- 1/30/18 – Ed attended the Dayton Valley Conservation District (DVCD) Board meeting.
- 1/31/18 – Ed participated in a field trip of the Virginia/Rocky Diversion area with representatives from the U.S. Army Corps of Engineers (US ACOE), Nevada State Lands, and ranchers.
- 2/1/18 – Ed, Brenda, and Debbie participated in a meeting with Yolanda Sanchez and Andy Bain of the EPA regarding mercury.
- 2/1/18 – Ed and Brenda participated in a Silver Jackets conference call.
- 2/2/18 – Ed and Brenda participated in the annual EPA update on Leviathan Mine Superfund Site clean up activities.
- 2/5/18 – Ed, Brenda, Debbie, and Toni participated in the FEMA Charter meeting to discuss projects for the next round of FEMA MAS funding.
- 2/7/18 – Ed attended a presentation by a developer for the Desert Wells Preserve Project.
- 2/8/18 – Debbie participated in a Carson City jurisdiction meeting regarding the Regional Floodplain Management Plan.
- 2/12/18 - Debbie participated in a Douglas County jurisdiction meeting regarding the Regional Floodplain Management Plan.

- 2/13/18 – Brenda met with Randy Pease of NEON Agency to discuss initial Watershed Literacy 3 campaign ideas.
- 2/15/18 – Ed met with Eleanor Lockwood of Churchill County to discuss the flood study in Churchill County.
- 2/20/18 – Ed participated in the Water for the Seasons Stakeholder Affiliate Group (SAG) meeting at the Desert Research Institute in Reno.

Meetings/events scheduled during the balance of February:

- 2/22/18 – Brenda will listen to an EPA Green Infrastructure Modeling for Stormwater Management webinar.
- 2/22/18 – Ed or Brenda will attend The Nature Conservancy's Environmental Assessment for Groundwater Basins Structure.
- 2/26-3/1/18 – Ed will participate in the 2018 NWRA Annual Conference in Las Vegas.

STAFF RECOMMENDATION: Receive and file.

CORRESPONDENCE

BRIAN SANDOVAL
Governor

STATE OF NEVADA

BRADLEY CROWELL
Director

JASON KING, P.E.
State Engineer



**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF WATER RESOURCES**

**901 South Stewart Street, Suite 2002
Carson City, Nevada 89701-5250
(775) 684-2800 • Fax (775) 684-2811
<http://water.nv.gov>**

January 31, 2018

Rob Pyzel, Planner, Lyon County
27 S. Main Street
Yerington, Nevada 89447
Certified Mail: 71067808063000676977

Re: Development located within the Churchill Valley (102) Hydrographic Basin

Mr. Pyzel:

On December 4, 2017, the State Engineer gave a presentation at the Silver Springs Advisory Board meeting concerning the health of the Churchill Valley Hydrographic Basin. During that presentation, the State Engineer informed the public in attendance that this groundwater basin is severely over-appropriated and that the quantity of water intended to be committed to any proposed future development would be given greater scrutiny by the Division of Water Resources.

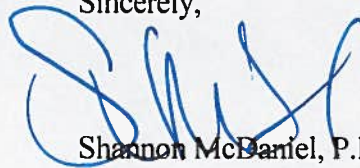
On December 15, 2017, a meeting was held between various developers (including representatives from ERGS) and their agents who are seeking developments within the Silver Springs area, Silver Springs Mutual Water Company, Lyon County and the Division of Water Resources, to discuss planning for future development within the Churchill Valley Hydrographic Basin. During that meeting, the State Engineer informed all in attendance that the water resources within the basin are severely over-appropriated compared to the perennial yield. The State Engineer again emphasized that the review for water quantity intended to support proposed subdivisions within the Churchill Valley Hydrographic Basin, would be scrutinized. From this point forward, the approval of water quantity to support a tentative subdivision or final subdivision will require that the applicant demonstrate that the water right permit from which water service will be provided is in good standing, has uncommitted water sufficient to fulfill the requested allocation, and has a priority date that is acceptable to this office.

Lyon County, Development located within the Churchill Valley (102) Hydrographic Basin
January 31, 2018
Page 2

In determining whether a specific water right permit proposed to serve a development is acceptable to this office, this office may consider a variety of circumstances, which may include the current health of the basin, future plans for using and securing other water resources, or whether there is a groundwater management plan in place. These examples are not exclusive, however, and there may be consideration given to other factors in the determination of whether a specific water right is acceptable to this office.

If you have any questions, please contact the undersigned at 775-684-2842, or by email at smcdaniel@water.nv.gov.

Sincerely,



Shannon McDaniel, P.E.
Professional Engineer

SM/sg



CARSON WATER SUBCONSERVANCY DISTRICT

777 East William Street, Suite 110A

Carson City, NV 89701

775/887-7450, fax 775/887-7457

www.cwsd.org

January 31, 2018

Michelle Tamez
Crowdsourcing and Citizen Science Coordinator
Ecosystem Management Coordination
U.S. Forest Service, Washington Office

Re: CitSci Fund support for Alpine Watershed Group

Dear Ms. Tamez and Ecosystem Management Coordination Staff,

In my capacity as the Watershed Program Manager for the Carson Water Subconservancy District (CWSD), please accept this as a letter of support for the Alpine Watershed Group's (AWG) application to the USFS Citizen Science Competitive Funding Program. The Carson Water Subconservancy District (CWSD) is a unique multi-county, bi-state agency dedicated to establishing a balance between the needs of the communities within the Carson River Watershed and the function of the river system. Maintaining healthy headwaters is critical to our holistic watershed assessment planning efforts and to meet water users' needs in Nevada. As a Nevada-based organization, we rely on AWG for on-the-ground information about local water quality and quantity data, habitat quality, watershed issues, and to implement and monitor restoration projects in the CA portion of the Carson River Watershed. The data collected by AWG is the only consistent monitoring in the source watersheds for 5.3 million people in California and Nevada.

CWSD provides a portion of the matching funds for AWG's monitoring program. AWG's volunteers collect valuable water quality and stream data, discover new issues, and identify questions for further research through a consistent citizen science program. AWG has a strong track record of using the data collected by their citizen scientist volunteers by effectively managing data quality, and making the data and data analyses available to the public, agencies, and decision-makers. Actively engaging volunteers in their watershed and training citizen scientists is one aspect of AWG's work. The group also has a strong history of establishing, collaborating strengthening, and sustaining strategic partnerships with organizations and agencies such as CWSD, USFS, BLM, Washoe Tribe of Nevada and California, American Rivers, and Alpine County.

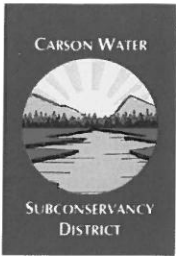
We encourage USFS to fund AWG's citizen science monitoring program to allow AWG to continue their data collection record, expand their citizen engagement and watershed health programing, and continue to provide data to resource managers and the public.

Sincerely,

A handwritten signature in cursive script that reads "Brenda Hunt".

Brenda Hunt

Watershed Program Manager



CARSON WATER SUBCONSERVANCY DISTRICT

777 East William Street, Suite 110A

Carson City, NV 89701

775/887-7450, fax 775/887-7457

www.cwsd.org

January 31, 2018

Bureau of Reclamation
Financial Assistance Support Section
Attn: Mr. Darren Olsen
Mail Code: 84-27814
P.O. Box 25007
Denver, CO 80225

Dear Mr. Olsen,

Please accept this letter of support for the Alpine Watershed Group's grant application to the WaterSMART Cooperative Watershed Management Program. The Alpine Watershed Group (AWG) is a key partner in the work of the Carson Waters Subconservancy District (CWSD).

AWG's efforts greatly benefit all of the work we are doing in the Carson River Watershed. AWG provides a critical service in addressing water quality issues and developing projects that benefit our region. Their efforts increase the ability of regional partners to accomplish restoration project identified in the Carson River Watershed Adaptive Stewardship Plan. AWG engages diverse stakeholders to develop collaborative solutions to address our shared water management needs. They also work effectively with local communities to support the sustainable development of water resources and improve the ecological resilience of rivers and streams.

The Carson Water Subconservancy District is a bi-state, multi-county organization with responsibility for regional planning of water resources for the Carson River Watershed. Our member counties include Alpine County in California and Douglas County, Carson City, Lyon, Storey and Churchill Counties in Nevada. As such, we have the opportunity to work with many different groups in addressing a variety of topics of watershed-side concern.

As the regional water management agency, we are committed to supporting regional programs which help further our watershed-wide goals. CWSD provides both technical and financial support to the Alpine Watershed Group.

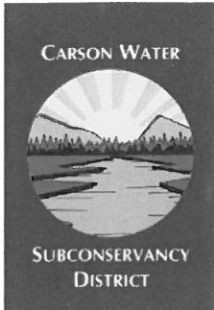
We hope that this project receives the funding it needs for implementation.

Sincerely,

A handwritten signature in cursive script that reads "Brenda Hunt".

Brenda Hunt

Watershed Program Manager



CARSON WATER SUBCONSERVANCY DISTRICT

777 East William Street, Suite 110A

Carson City, NV 89701

775/887-7450,

fax 775/887-7457

www.cwsd.org

Bureau of Reclamation
Financial Assistance Support Section
Attn: Mr. Darren Olson, Mail Code 84-27814
P.O. Box 25007
Denver, CO 80225

26 January 2018

Subject: One Carson River, The Carson River Watershed Group proposal for Bureau of Reclamation Funding Opportunity Announcement BOR-DO-18-F005.

Dear Mr. Olson:

In my capacity as the Watershed Program Manager for the Carson Water Subconservancy District (CWSD), I am writing to express that the One Carson River, The Carson River Watershed Group application is consistent with our Watershed Programs. I did not have an opportunity to present a letter of support before the CWSD Board members due the request and grant deadlines and when our next Board meeting is scheduled; therefore, I hope this letter of consistency will suffice.

The creation of the proposed non-profit watershed group is consistent with CWSD's implementation of the Carson River Adaptive Stewardship Plan, a certified watershed plan based on USEPA and Nevada Department of Environmental Protection. It is also consistent with our coordination of the Carson River Coalition (CRC), a large watershed stakeholder group that includes Federal, State and local government bodies, Tribal entities, Conservation Districts, non-governmental agencies and local citizens, as the new watershed group would be welcome to be a part of the CRC process.

I have met with the applicant's and based on the information provided, One Carson River, The Carson River Watershed Group, will use funds from this opportunity to:

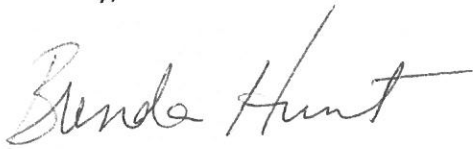
- Establish and organize their watershed group as a legal entity with non-profit status;
- Hire an identified Program Manager to manage the proposed project;
- Implement public outreach, awareness and education programs in accordance with The Carson River Adaptive Stewardship Plan developed by the diverse stakeholders comprising the Carson River Coalition;

(Please turn over)

- Create a comprehensive volunteer “citizen science” water quality testing protocol plan along the entire length of the Carson River;
- Establish baseline water quality data and database for stakeholder use in the Carson River Watershed;
- Provide staffing for an existing (and currently unstaffed) interpretive center at the confluence of the East and West Forks of the Carson River; and,
- Work inclusively and collaboratively with other members of the CRC to increase and improve the public awareness of issues in the Carson River watershed.

Thank you for your time and consideration of this letter.

Sincerely,

A handwritten signature in cursive script that reads "Brenda Hunt". The signature is written in dark ink and is positioned above the printed name and title.

Brenda Hunt
Watershed Program Manager