### CARSON WATER SUBCONSERVANCY DISTRICT BOARD OF DIRECTORS

#### **NOTICE OF PUBLIC MEETING**

**DATE:** April 19, 2017 **TIME:** 6:30 P.M.

**LOCATION:** Churchill County Commission Chambers

155 N Taylor St. Fallon, NV 89406

The meeting will be preceded by a tour of the V-Line Canal shunt project at 3:00 p.m. (carpooling from the Lahontan Dam) and dinner at 4:45 p.m. at the Hunan Buffet, 2161 W. Williams, Fallon, Nevada. A quorum of the CWSD Directors may be present at the events preceding the board meeting but no action will be taken.

#### **AGENDA**

**Please Note:** The CWSD Board may 1) take agenda items out of order; 2) combine two or more items for consideration; 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 a week in advance so that arrangements can be made.

- 1. Call to Order
- 2. Convene CWSD/Alpine County Joint Powers Board
- Roll Call
- 4. Pledge of Allegiance
- 5. Approval of Agenda. (For Possible Action)
- 6. Approval of the Board Meeting Minutes from March 15, 2017. (For Possible Action)
- 7. Public Comment (Discussion Only) Action may not be taken on any matter brought up under public comment until scheduled on an agenda for action at a later meeting.

#### **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.

- 8. Approval of Treasurer's Reports for March 2017. (For Possible Action)
- 9. Payment of Bills for March 2017. (For Possible Action)

#### \*\*END OF CONSENT AGENDA\*\*

- 10. Discussion for possible action to award the contract to JE Fuller to conduct the Johnson Lane Area Drainage Master Plan. (For Possible Action)
- 11. Discussion and possible action regarding approval of an Interlocal Contract for Douglas County to provide funding assistance to develop the Johnson Lane Area Drainage Master Plan. (For Possible Action)
- 12. Discussion for possible action regarding the January and February flooding damage and CWSD's assistance for repairs along the Carson River. (For Possible Action)
- 13. Discussion and possible action regarding approval of Interlocal Contract #2017-3 with Carson Valley Conservation District to assist in the flood disaster assessment. (For Possible Action)
- 14. Discussion and possible action regarding approval of Interlocal Contract #2017-4 with Dayton Valley Conservation District to assist in the flood disaster assessment. (For Possible Action)

#### 4/19/17 CWSD Board Meeting Agenda

- 15. Discussion for possible action regarding various bills that CWSD may want to support, oppose, or monitor during the 2017 Legislative Committee. (For Possible Action)
- 16. Discussion for possible action regarding a funding request from TCID for the emergency spillway on the V-Line. (For Possible Action)
- 17. Discussion for possible action regarding Part 1 of CWSD's Strategic Planning Session. (For Possible Action)
- 18. Discussion for possible action regarding the runoff prediction for 2017. (Discussion Only)
- 19. Staff Reports General Manager
  - Legal
  - Correspondence
- 20. Directors Reports
- 21. Public Comment (Discussion Only) Action may not be taken on any matter brought up under public comment until scheduled on an agenda for action at a later meeting.
- 22. 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
- -Lyon County Administrative Building 27 S. Main St. Yerington, NV
- -Carson City Hall 201 N. Carson St. Carson City, NV
- -Alpine County Administrative Building 99 Water St. Markleeville, CA

- -Minden Inn Office Complex 1594 Esmeralda Avenue Minden, NV
- -Churchill County Administrative Complex 155 N Taylor St. Fallon, NV
- -Carson Water Subconservancy District Office 777 E. William St., #110A Carson City, NV

#### AFFIDAVIT OF POSTING

of Public Meeting and Ago Subconservancy District i	that on or before 9:00 A.M. on April 12, 2017, he/she posted a copy of the Notice enda for the April 19, 2017, regular meeting of the Carson Water n accordance with NRS 241.020; said agenda was posted at the following
	SIGNATURE
	Name:
	Title:
	Date & Time of Posting:



# AGENDA ITEM #6 MINUTES OF LAST BOARD MEETING

### CARSON WATER SUBCONSERVANCY DISTRICT BOARD OF DIRECTORS MEETING February 15, 2017, 6:30 P.M.

DRAFT Minutes

### Directors present:

Karen Abowd, Chairman

Brad Bonkowski

Carl Erquiaga, Vice Chairman

Don Jardine, Treasurer

Doug Johnson

Austin Osborne, Storey County representative

Barry Penzel

**Chuck Roberts** 

Ernie Schank

Fred Stodieck

Steve Thaler

#### Directors not present:

Ken Gray

David Griffith

Don Frensdorff

#### Staff present:

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:

Ann Bollinger, Carson City Parks, Recreation, and Open Space

Juan Guzman, retired Carson City

Terri Guzman

Mark Kimbrough, retired Carson City

Steve Lewis, University of Nevada Cooperative Extension

Steve King, Fallon attorney

Roger Moellendorf, retired Carson City

Judy Wickwire, Alpine Watershed Group

Lynn Zonge, Resource Concepts Inc.

Chairman Abowd called the meeting to order at 6:30 p.m. in the Wesley Room of the First United Methodist Church, 412 W. Musser St., Carson City, NV. The CWSD/Alpine County Joint Powers Board was convened. Roll call was taken and a quorum was determined to be present. The Pledge of Allegiance was led by Director Roberts.

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<u>Item #5 - Approval of Agenda.</u> *Director Schank made the motion to approve the agenda. The motion was seconded by Director Penzel and unanimously approved by the Board.* 

Item #6 - Approval of the Board Meeting Minutes from February 15, 2017. Director Bonkowski made the motion to approve the Minutes of the Board Meeting on February 15, 2017. The motion was seconded by Director Penzel and unanimously approved by the Board, with Directors Erquiaga, Johnson, and Stodieck abstaining for not having been at that meeting.

Item #7 - Public Comment – None.

#### **CONSENT AGENDA**

<u>Item #8 - Approval of Treasurer's Report for February 2017. -</u>

Item #9 - Payment of Bills for February 2017.

Director Schank made the motion to approve the consent agenda, including items #8-9. The motion was seconded by Director Johnson and unanimously approved by the Board.

#### \*\*END OF CONSENT AGENDA\*\*

Item #10 – Discussion for possible action regarding the award of the 2017 CWSD Andy Aldax Award for Exemplary Service in Conservation and Protection of the Carson River Watershed to Juan Guzman. Ed James introduced Juan Guzman, and Brenda Hunt recognized Mr. Guzman's efforts on the Carson Valley Trails Association (CVTA) Board and for Carson City Open Space. As one of those who nominated Mr. Guzman for this award, Steve Lewis explained that Mr. Guzman is a tenacious collaborator. He is all about the Carson Watershed and volunteers for Muscle Powered, CVTA, and the Carson City Open Space Committee. Roger Moellendorf said he worked with Mr. Guzman for over 10 years and learned a lot about his passion and collaborative efforts which were perhaps unconventional but effective. As a property developer, Brad Bonkowski told of working for 16 years on the planning sector side. He said that Mr. Guzman is always smiling, problem solving, and get to the bottom of a problem in the best way possible. Ann Bollinger spoke of working for and with Mr. Guzman; she said she is honored and privileged to follow in his footsteps. He's done wonderful things for the community and watershed. Judy Wickwire said that as a past recipient of Andy Aldax Award, she came in support of Mr. Guzman's acceptance of this award.

After being teased about his thick Guatemalan accent, Mr. Guzman was invited to speak. He noted that he has met everyone in the room sometime in his career. He felt that the most special things accomplished during his career were landscaping in open spaces and trading U.S. Forest Service and Bureau of Land Management lands for land management. There were different segments of the community who had different ideas of what should be done along the river. He was proud that the culture has changed from people going to the river to change their oil to a place which is protected and loved for recreation. Mr. Guzman noted that Open Space Manager was a wonderful job to have and offered his thanks to all the collaborators in the room. Years ago, Douglas County and Carson City were going to sue each other, but the staff from both

counties learned to cooperate in linking trails. The Q1 Program through State Lands gave \$1 million for work along the river which helped to accomplish a lot. He noted that he is honored to receive this award which was presented by CWSD Chairman Abowd presented this award.

Director Schank made the motion to accept the Andy Aldax Award presentation to Juan Guzman. The motion was seconded by Director Bonkowski and unanimously approved by the Board.

Item #11 – Discussion for possible action regarding a presentation by Kimley-Horn on the Ramsey Canyon Study. Mr. James noted that CWSD received a grant from FEMA for this study. Todd Cochran from Kimley-Horn explained about the work which had been done in the Ramsey Canyon area, including USA Parkway. He mentioned that the Scope of Work on this project is typical for a FEMA flood study. He ran into limitations on available topographic information, so FEMA provided instrumental funding to do an aerial survey to collect detailed topographic information in the lower part of the watershed. The Master Plan for the area was done five years ago, so he worked with Nevada Department of Transportation (NDOT) to review the hydrology and put together a database of mapping.

Mr. Cochran showed and explained an overview map. The watershed is over 50 square miles, largely undeveloped. There are several tributaries coming together on the north side of US 50. The model is broken down into sub-basins to look at rainfall in each area. Additional soil data was obtained to define how much water infiltrates into the ground. There is a lot of sandy soil with small shrubs and trees but rock and clay underneath. Kimley-Horn did a peer review by other consultants to determine the best methodology. They chose to lean on the conservative side. There are culverts under Hwy. 50 that are completely clogged. The flow comes out of canyons and tributaries and flattens out as it gets close to Hwy. 50, then the water spreads, overtops Hwy. 50, and flows toward the airport. In area of homes flows run 1,700 cfs, a reduction from higher up in the watershed, but the volume of water is still there.

Mr. Cochran explained that he built a FLO 2D model and cut down on costs by using the old information as well as the new LiDAR. In the model water flows from cell to cell and the model calculates the depth and velocity of water. The field survey on all channels was added, along with culverts and rating curves to calculate what water is going under the road. They were able to more accurately model flows around the area and routing of the flows on the south side of the airport.

Director Schank asked if the railroad track berm causes trouble. Mr. Cochran responded that it has very negligible impact.

No action was required on this item; receive and file.

Item #12 – Discussion regarding an update on the Mercury Site Tour and workshop and the CRC Forum on February 21, 22, 2017. Brenda Hunt explained that Shane Fryer was the main person to coordinate the Mercury Site tour and CRC Forum. NDEP and EPA coordinated the free all-day Mercury Site tour which was attended by 40+ people. This site has been designated a Superfund Site. Ms. Hunt stated that it was an amazing tour. She gave out handouts which showed healthy mercury levels in fish tissue. Pages 51-54 of the Board package shows Lahontan

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sampling results. The USGS has done studies on mercury levels in ducks from Mexican Dam in Carson City to Stillwater.

There were questions about flood repairs in the area. FEMA will not fund flood repair in a Superfund site and there's no EPA funding. NDEP says the best thing we can do is stabilize the riverbank.

Ms. Hunt shared the survey results on the bus tour and the CRC Forum. There were 100 participants over the two-day forum. The two-day format was well received but participants prefer lunch to be provided at the forum rather than just a free time for participants to find their own lunches. Ms. Hunt noted that the PowerPoint presentations given at the forum will be uploaded to the website.

No action was required on this item; receive and file.

Item #13 - Discussion regarding an update on the Carson River Stewardship Plan. Ms. Hunt explained that CWSD's mission is to work within existing governmental frameworks to promote cooperative action for the watershed across both agency and political boundaries. CWSD works through partnerships to meet the various future water needs, enhance the health and water quality of the river system, protect the floodplains, and provide outreach and information to the community. CWSD works at a regional level through the Integrated Watershed Planning and Management Process.

The Carson River Adaptive Stewardship Plan is the main planning and implementation document. CWSD staff has been working on an update of the 2007 Plan. The Stewardship Plan was formulated to meet nine elements to be an EPA approved Watershed Plan. It contains proposed projects and suggested actions for water quality improvements and all other Integrated Watershed Management categories. Having a Watershed Plan is important to gain 319 funding. During the process of this update Ms. Hunt reviewed the progress of projects listed in the 2007 Plan, added programs and projects conducted over the past 10 years, and has spoken with the stakeholders to create a list of projects for the future. The Plan suggests work on water quality issues, management measures, and suggested actions. The Plan and project list will be available the end of March. She wants to submit the updated Plan to the EPA without that county's information within a couple weeks. This update is a supplemental document to the 2007 Plan. CWSD will be looking to county/city governments to adopt this Plan, like what was done for the Floodplain Management Plan. The existing Plan is available on CWSD website.

Director Abowd suggested including more information about this Plan in the Strategic Planning Sessions.

No action was required on this item; receive and file.

<u>Item #14 – Discussion for possible action regarding various bills that CWSD may want to support, oppose, or monitor during the 2017 Legislative Session.</u> Mr. James drew the Board's attention to the list of BDRs/Bills on pages 61-62 of the Board package. He explained:

• Most water bills are not very controversial and just require wordsmithing.

- Q1 funding of bonds is due to expire in 2019, and BDR 494/SB 198 is to extend it to 2024. The thing holding up funding is that bonding is based on the assessed value of the state.
- There will be a hearing tomorrow on BDR 639/AB 114 which will help four irrigation districts in this area.
- BDR 747/AB 154 addresses prevailing wages which will impact conservation districts in that projects under \$250,000 currently don't have to provide the prevailing wage, but this bill seeks to reduce the project amount from \$250,000 to \$100,000.
- BDR 904/SB503 put \$250,000 into the Clearing and Snagging.
- BDR 180/SB 51 addresses vested water rights.
- BDR 499/SB 47 addresses requiring a resident to hook up to a municipal water system when their domestic well fails.

No action was required on this item; receive and file.

Item #15 - Discussion for possible action regarding approval of the Tentative FY 2017-18

Budgets for the General, Acquisition/Construction, and Floodplain Management Funds. Mr.

James noted that the Finance Committee had to cut \$320,000 from the project requests. At the upcoming Strategic Planning Sessions, the Board needs to determine where to focus our money. Mr. James explained that on pages 65-66 in the Board package the items in blue represent grant funding and the items in red represent changes from the originally presented budget.

Ad valorem is expected to increase by 2.5%, but we won't get final numbers from the Tax Department until 3/25/17. On page 68 is a graph of ad valorem tax changes over the years. To balance the budget the Finance Committee had to take some money out of Preliminary Planning/reserves. On page 71 is a pie chart breakdown of where our funding is going.

Mr. James briefly explained that in the Floodplain Management Fund, \$152,000 is budgeted for flood damage repairs. In the Acquisition/Construction Fund, \$660,000 is budgeted for construction projects.

Director Schank made the motion to approve the Tentative FY 2017-18 Budgets for the Acquisition/ Construction, and Floodplain Management Funds as presented and approval of the General Fund with the actual Ad Valorem tax figures when they become available. The motion was seconded by Director Jardine and unanimously approved by the Board.

<u>Item #16 – Discussion for possible action regarding funding for flood avoidance and damage.</u>
Mr. James explained that in the past CWSD has helped with diversion structure repairs as grade control. FEMA will provide 75%, CWSD 12.5%, and counties/state 6.25% each. Some of the money in the Floodplain Management Fund can go towards CWSD's portion of the repairs.

Director Penzel noted that individual counties and the State have declared a state of emergency after flooding, but no one knows their liability yet. How do we get that information? Mr. James noted that CWSD's involvement is limited to diversion structures along the river. In the past, our projects have fallen under two categories: debris removal and construction/repair of diversion back to their original form. Director Penzel wanted to know if the money already spent will be

recoverable, to which Mr. James said it should be. He will be meeting with FEMA representatives to get clarification regarding these issues.

Director Stodieck asked whether FEMA would cover it if he modifies the diversion structure on his property. Mr. James responded that FEMA will cover back to the original structural design. NRCS has programs available too. Take pictures and keep track of expenses and time for all work done.

*No action was required on this item; receive and file.* 

<u>Item #17 – Discussion for possible action regarding the runoff prediction for 2017.</u> Mr. James reported that SNOTEL shows we already have more snow than in 1982-83. There are multiple topics to be addressed: runoff and peak flooding. If we get a rain on snow event, we could have a major flooding event. Below Lahontan, there is a lot of water coming down the river and canals. The 2017 runoff forecasts are higher than in 1983.

NDOT put four series of two 6x4 culverts under Hwy. 95A to help move the water in Churchill County. Director Schank showed before and after pictures photos of river clearing along approximately 10 miles of river which was done in a week. The county needs to revise the permitting process so that building is not too close to the river. He showed an aerial view of water as it exits Lahontan Dam, 4-5 miles down to Diversion Dam, routed into T-line to north and V-line to the south, with the river channel in the middle.

Director Schank explained how TCID built a weir structure for the V-line emergency spill. It is an H-design structure which was completed in 10 days. The best thing that has happened was the settling of all the lawsuits a year ago. The working relationship between the Bureau of Reclamation and TCID has been very positive. The Bureau of Reclamation has been providing the engineering for the work along the V-Line.

No action was required on this item; receive and file.

#### Item #18 - Staff Reports

<u>General Manager</u> - Mr. James reported:

- Handouts of two conservation support letters were signed by General Manager.
- Carson City flood maps along the river were submitted to FEMA and sent to Carson City.
- It has not been possible to schedule a single day to hold a Strategic Planning Session, so Mr. James suggested it be broken into three parts to be part of April-May-June Board meetings.
- Summer Board meetings are being scheduled, and we will be meeting in Churchill County in April with tour starting at Lahontan Dam and viewing the new spillway along the V-Line.
- The CWSD 2016 Activities and Accomplishment report was handed out.
- Mr. James will moderate a workshop on 3/22/17 about water resources.

Brenda Hunt reported:

- There will be an Alluvial Fan Flood Workshop on April 12 to deal with planning and overall flood issues from 8:30 a.m. to 4:30 p.m. in the Ormsby Room of the Carson City Sheriff's Office.
- April 22 is Earth Day. There will be multiple events on that day including the Alpine Watershed Group's Earth Day weed pull at Grover Hot Springs and the Fallon Paiute Shoshone Tribe Earth Day at Oats Park in Fallon.

<u>Legal</u> –Mr. Benesch did not have anything specific to report.

Correspondence – As handed out at the meeting.

#### Item #19 - Directors' Reports

Director Schank introduced Steve King, an attorney from Fallon who has worked on water issues for many years.

Director Jardine reported on the EPA presentation on Leviathan Mine update to the Alpine County Board of Supervisors. The EPA concerned over losing Superfund money. They started treatment early this year and have treated a million gallons of water in the past two weeks.

There were no other Directors' reports.

<u>Item #18 - Public Comment.</u> Steve Waclo commented that there is so much potential for water storage in Alpine County by spreading over large open areas.

There being no further business to come before the Board, Director Schank made the motion to adjourn, seconded by Director Bonkowski. The meeting was adjourned at 8:58 p.m.

Respectfully submitted,

Toni Leffler Secretary

## AGENDA ITEM #8 TREASURER'S REPORT

### CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND Balance Sheet

As of March 31, 2017

	Mar 31, 17
ASSETS Current Assets	
Checking/Savings  1010-00 · Cash in Checking - B of A  1011-00 · Petty Cash  1014-00 · Local Gov't Inv. Pool-Regular  1028-00 · First Independent Bank of Nevad  1029-00 · Bank of America-Savings	8,868.08 100.00 634,087.00 248,610.30 54,140.76
Total Checking/Savings	945,806.14
Other Current Assets 1055-00 · Payroll Deposit - Carson City	500.00
Total Other Current Assets	500.00
Total Current Assets	946,306.14
TOTAL ASSETS	946,306.14
LIABILITIES & EQUITY Liabilities Current Liabilities Other Current Liabilities 3307-00 · CC Payroll Due 3360-00 · Accrued Vacation 3362-00 · Accrued sick leave	41,211.43 21,313.02 42,086.47
Total Other Current Liabilities	104,610.92
Total Current Liabilities	104,610.92
Total Liabilities	104,610.92
Equity 4000-00 · Fund Balance Net Income	624,532.86 217,162.36
Total Equity	841,695.22
TOTAL LIABILITIES & EQUITY	946,306.14

For internal & discussion purposes only.

### CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND Profit & Loss YTD Comparison

March 2017

	Mar 17	Jul '16 - Mar 17
Ordinary Income/Expense		
Income 5008-00 · Alpine Co. Joint Powers contrib 5009-00 · Churchill County Ad Valorem		9,300.00 101,449.05
5010-00 · Lyon County Ad Valorem 5011-00 · Douglas County Ad Valorem 5012-00 · Carson City Ad Valorem	25,907.86 23,702.87	97,495.14 407,109.29 295,754.75
5022-00 · Water Lease - Mud Lake 5025-00 · Int. IncUS Bank CD 5031-00 · Interest Income-LGIP Reg.	371.15	625.15 1.618.70
5044-00 · Interest income-Edir Keg. 5044-00 · Interest Income-B of A Savings 5050-00 · Watershed Coordinator	85.79 2.30	835.20 15.42
5050-07 · CRC donation		100.00
5050-10 · NDEP Watershed Coord. 2015-18		24,092.46
Total 5050-00 · Watershed Coordinator  5060-00 · Misc. Income  5060-02 · Watershed Tour		24,192.46
Total 5060-00 · Misc. Income	· · · · · · · · · · · · · · · · · · ·	
5063-00 · Environmental Education Program 5063-04 · NDEP-Env.Ed.Coord.2015-17		19,046.37
Total 5063-00 · Environmental Education Program		19,046.37
5082-00 · Alpine CoCASGEM Grant 5087-00 · FEMA MAS #4 (Flood Maps) 5090-00 · NDEP-Watershed Literacy Grant		187,752.27
5091-00 · Rec.Trails Signage-Motorized 5092-00 · FEMA - MAS #5 5093-00 · FEMA - MAS #6 5094-00 · NDEP-VA/Rocky Bank Stab.Design 5095-00 · NDEP-WS Literacy Implementation 5096-00 · NFWF-Weed Mgmt. 5098-00 · FEMA -MAS #7	16,351.65	384.00 36,749.67 99,127.21 22,286.07 6,899.83 17,646.84 5,624.86
Total Income	66,421.62	1,333,912.28
Expense 7015-00 · Salaries & Wages	27,078.97	256,394.52
7020-00 · Employee Benefits 7021-00 · Workers Comp Ins. 7101-00 · Director's Fees	10,833.78	96,805.47
7101-01 · Director Benefits 7101-00 · Director's Fees - Other	17.40 1,200.00	99.69 7,095.67
Total 7101-00 · Director's Fees	1,217.40	7,195.36
7102-00 · Insurance 7103-00 · Office Supplies 7104-00 · Postage 7105-00 · Rent 7106-00 · Telephone/Internet 7107-00 · Travel-transport/meals/lodging	534.37 70.88 2,085.10 299.94	6,225.38 1,308.62 455.60 18,765.90 2,340.51
7107-00 · Travel-transport/meals/lodging - Other	566.42 35.00	4,936.17 2,970.13
Total 7107-00 · Travel-transport/meals/lodging	601.42	7,906.30
7108-00 · Dues & Publications 7109-00 · Miscellaneous Expense 7110-00 · Seminars & Education 7111-00 · Office Equipment 7112-00 · Bank Charges	337.00 50.00	832.53 158.50 505.00 12,255.90

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### CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND Profit & Loss YTD Comparison

March 2017

	Mar 17	Jul '16 - Mar 17
7114-00 · Outside Professional Services	1,912.50	3,024.25
7115-00 · Accounting 7116-00 · Legal 7117-00 · Lost Lakes Expenses 7120-00 · Integrated Watershed Programs 7120-08 · Invasive Species Programs	3,369.33	8,250.00 26,987.04 1,232.46
7120-11 · CRC Forum 7120-30 · Watershed Coord.Exp. 2015-18	348.73	252.78 3,538.65
Total 7120-00 · Integrated Watershed Programs	348.73	3,791.43
7125-00 · Environmental Ed.Coord.Exp. 7125-02 · Env.Ed.Coord.Exp. 2015-17	4,803.80	21,317.00
Total 7125-00 · Environmental Ed.Coord.Exp.	4,803.80	21,317.00
7214-00 · Rec. Trails Signage-Motorized 7332-00 · Carson River Work Days 7332-01 · CR Work Days 2015-16 7332-02 · CR Work Days 2016-17		2.70 4,328.25
Total 7332-00 · Carson River Work Days		4,328.25
7337-00 · Carson River Restoration		
7337-01 · Upper Carson River Grant. 7337-15 · CVCD-Bioengr/Erosion Control-CV	1,288.90	37,584.06
Total 7337-01 · Upper Carson River Grant.	1,288.90	37,584.06
7337-03 · Dayton Valley Conserv 7337-31 · DVCD-Restoration Proj.2015-17 7337-32 · DVCD-Storey Co. Weed Abatement		28,231.04
Total 7337-03 · Dayton Valley Conserv		28,231.04
Total 7337-00 · Carson River Restoration	1,288.90	65,815.10
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. 7404-05 · Noxious Weed Control-Churchill		4,763.02
Total 7404-00 · Noxious Weeds Control-CR Wtrshd		4,763.02
7420-00 · FEMA MAS #4 (Flood Map) 7420-01 · Flood Maps-HDR 7420-02 · Ordinance Review-Still Waters 7420-04 · Ordinance Review-Loveberg 7420-00 · FEMA MAS #4 (Flood Map) - Other		156,314.09 6,600.00 5,790.00 340.06
Total 7420-00 · FEMA MAS #4 (Flood Map)		169,044.15
7422-00 · BOR Basin Plan of Study 7424-00 · NDEP-Watershed Literacy Gr.Exp.		1.55
7426-00 · FEMA MAS #5-Charter/Map/Model 7426-01 · Alpine View EstKimley Horn 7426-03 · Eagle Valley-Michael Baker 7426-05 · Inundation Flood Map-HDR/Orion 7426-06 · Public Flood Awareness 7426-00 · FEMA MAS #5-Charter/Map/Model - Other		4,500.00 3,770.00 12,753.25 8,176.00 95.49
Total 7426-00 · FEMA MAS #5-Charter/Map/Model		29,294.74
7427-00 · FEMA MAS #6 7427-02 · Goni Cr(CC)-M.Baker 7427-03 · Ramsey (LyCo)-Kimley & ROA 7427-04 · CC Inundation Map-Kimley		48,523.69 32,827.80 9,937.80

### CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND Profit & Loss YTD Comparison

March 2017

	Mar 17	Jul '16 - Mar 17
7427-00 · FEMA MAS #6 - Other	16.27	141.07
Total 7427-00 · FEMA MAS #6	16.27	91,430.36
7428-00 · NDEP-VA/Rocky Bank Stab. Design 7428-01 · CWSD match-VA/Rocky Design 7428-00 · NDEP-VA/Rocky Bank Stab. Design - Other	4,522.50 0.05	10,179.14 43,836.02
Total 7428-00 · NDEP-VA/Rocky Bank Stab. Design	4,522.55	54,015.16
7429-00 · NDEP-Wtrshd Lit.Implementation 7430-00 · NFWF - Weed Mgmt. 7431-00 · BLM - Weed Mgmt. 7432-00 · FEMA MAS #7 7432-03 · Outreach- 7432-00 · FEMA MAS #7 - Other	2.27 4.56 23.06	2,758.63 17,451.18 3.58 575.00 70.66
Total 7432-00 · FEMA MAS #7	23.06	645.66
7433-00 · NDEP-WS Lit.ImplPhase 3 7500-00 · USGS Stream Gage Contract 7500-01 · Stream Gages 2015-17	4.95	8.40 35,742.75
Total 7500-00 · USGS Stream Gage Contract		35,742.75
7508-00 · USGS Do.Co.WQ & GW Monitoring 7508-01 · Do/LyCo WQ/GW Mon. 2015-17 7508-00 · USGS Do.Co.WQ & GW Monitoring - Other		4,428.00 3,459.75
Total 7508-00 · USGS Do.Co.WQ & GW Monitoring		7,887.75
7524-00 · USGS-GW LvI & WQ in Ch.Co. 7524-01 · USGS-GW LvI & WQ-ChCo 2014-17		4,463.00
Total 7524-00 · USGS-GW Lvl & WQ in Ch.Co.		4,463.00
7526-00 · USGS-Eagle/Dayton/Ch.Vly.Mon. 7600-00 · Alpine County Projects 7600-05 · Alpine Watershed Programs 7600-09 · Al.CoCASGEM 7600-10 · Al.CoMesa GW Monitoring		4,125.00 11,000.00 5.18 578.99
Total 7600-00 · Alpine County Projects		11,584.17
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
Total 7620-00 · Carson City Projects		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. 7640-16 · Dixie Vly.Wtr.Lvl.Measurement		3,536.10 3,721.90
Total 7640-00 · Churchill County Projects		7,258.00
Total Expense	59,405.78	1,116,749.92
Net Ordinary Income	7,015.84	217,162.36
Net Income	7,015.84	217,162.36

### CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND Profit & Loss Budget vs. Actual

	Jul '16 - Mar 17	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income  5008-00 · Alpine Co. Joint Powers contrib  5009-00 · Churchill County Ad Valorem  5010-00 · Lyon County Ad Valorem  5011-00 · Douglas County Ad Valorem  5012-00 · Carson City Ad Valorem  5022-00 · Water Lease - Mud Lake  5023-00 · Water Lease-Lost Lakes  5025-00 · Int. IncUS Bank CD  5031-00 · Interest Income-LGIP Reg.  5044-00 · Int-1st Independent Bk of NV CD  5045-00 · Interest Income-B of A Savings	9,300.00 101,449.05 97,495.14 407,109.29 295,754.75 625.15 1,618.70 835.20 15.42	9,300.00 199,215.00 151,546.00 483,477.00 380,283.00 50,000.00 1,800.00 600.00 1,000.00 20.00	-97,765.95 -54,050.86 -76,367.71 -84,528.25 -50,000.00 -1,800.00 -174.85 1,018.70 -164.80 -4.58	100.0% 50.9% 64.3% 84.2% 77.8% 78.1% 269.8% 83.5% 77.1%
5050-00 · Watershed Coordinator 5050-07 · CRC donation	100.00			
5050-10 · NDEP Watershed Coord. 2015-18	24,092.46	53,800.00	-29,707.54	44.8%
Total 5050-00 · Watershed Coordinator	24,192.46	53,800.00	-29,607.54	45.0%
5058-00 · 208 Water Quality Plan 5058-03 · NDEP 208 LID Grant- 2013-15				
Total 5058-00 · 208 Water Quality Plan				
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	19,046.37	50,000.00	-30,953.63	38.1%
Total 5063-00 · Environmental Education Program	19,046.37	50,000.00	-30,953.63	38.1%
5082-00 · Alpine CoCASGEM Grant 5085-00 · Ch.Co. for USGS GW/WQ Study 5087-00 · FEMA MAS #4 (Flood Maps) 5090-00 · NDEP-Watershed Literacy Grant	187,752.27	1,680.00 900.00 113,000.00	-1,680.00 -900.00 74,752.27	166.2%
5091-00 · Rec.Trails Signage-Motorized 5092-00 · FEMA - MAS #5 5093-00 · FEMA - MAS #6 5094-00 · NDEP-VA/Rocky Bank Stab.Design 5095-00 · NDEP-WS Literacy Implementation 5096-00 · NFWF-Weed Mgmt. 5098-00 · FEMA -MAS #7	384.00 36,749.67 99,127.21 22,286.07 6,899.83 17,646.84 5,624.86	500.00 35,000.00 156,400.00 45,400.00 36,000.00 25,300.00	-116.00 1,749.67 -57,272.79 -23,113.93 -29,100.17 -7,653.16	76.8% 105.0% 63.4% 49.1% 19.2% 69.8%
Total Income	1,333,912.28	1,801,921.00	-468,008.72	74.0%
Expense 7015-00 · Salaries & Wages	256,394.52	351,100.00	-94,705.48	73.0%
7020-00 · Employee Benefits 7021-00 · Workers Comp Ins. 7101-00 · Director's Fees 7101-01 · Director Benefits	96,805.47 99.69	143,000.00 1,300.00	-46,194.53 -1,300.00	67.7%
7101-00 · Director's Fees - Other	7,095.67	13,500.00	-6,404.33	52.6%
Total 7101-00 · Director's Fees	7,195.36	13,500.00	-6,304.64	53.3%
7102-00 · Insurance 7103-00 · Office Supplies 7104-00 · Postage 7105-00 · Rent 7106-00 · Telephone/Internet 7107-00 · Travel-transport/meals/lodging	6,225.38 1,308.62 455.60 18,765.90 2,340.51	7,500.00 3,000.00 800.00 25,021.00 4,000.00	-1,274.62 -1,691.38 -344.40 -6,255.10 -1,659.49	83.0% 43.6% 57.0% 75.0% 58.5%
7107-01 · Car Allowance 7107-00 · Travel-transport/meals/lodging - Other	4,936.17 2,970.13	14,000.00	-11,029.87	21.2%

### CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND Profit & Loss Budget vs. Actual

	Jul '16 - Mar 17	Budget	\$ Over Budget	% of Budget
Total 7107-00 · Travel-transport/meals/lodging	7,906.30	14,000.00	-6,093.70	56.5%
7108-00 · Dues & Publications	832.53	1,000.00	-167.47	83.3%
7109-00 · Miscellaneous Expense	158.50	1,000.00	-841.50	15.9%
7110-00 · Seminars & Education	505.00	3,000.00	-2,495.00	16.8%
7111-00 · Office Equipment	12,255.90	3,000.00	9,255.90	408.5%
7112-00 · Bank Charges	10.000.00	200.00	-200.00	25.00/
7114-00 · Outside Professional Services	3,024.25	12,000.00	-8,975.75	25.2%
7115-00 · Accounting	8,250.00	10,000.00	-1,750.00	82.5%
7116-00 · Legal	26,987.04	40,700.00	-13,712.96	66.3% 12.3%
7117-00 · Lost Lakes Expenses	1,232.46	10,000.00 1,000.00	-8,767.54 -1,000.00	12.370
7118-00 · Mud Lake O & M		1,000.00	-1,000.00	
7120-00 · Integrated Watershed Programs 7120-07 · Watershed Tour		5,500.00	-5,500.00	
7120-07 · Watershed Tour 7120-08 · Invasive Species Programs		0,000.00	0,000.00	
7120-00 - Invasive Species Programs	252.78			
7120-30 · Watershed Coord.Exp. 2015-18	3,538.65	6,500.00	-2,961.35	54.4%
	3,791.43	12.000.00	-8,208.57	31.6%
Total 7120-00 · Integrated Watershed Programs	3,791.43	12,000.00	-0,200.37	31.070
7125-00 · Environmental Ed.Coord.Exp. 7125-02 · Env.Ed.Coord.Exp. 2015-17	21,317.00	42,000.00	-20,683.00	50.8%
Total 7125-00 · Environmental Ed.Coord.Exp.	21,317.00	42,000.00	-20,683.00	50.8%
7214-00 · Rec. Trails Signage-Motorized	2.70			
7215-00 · Sierra NV Journeys-Family Night		3,000.00	-3,000.00	
7332-00 · Carson River Work Days				
7332-01 · CR Work Days 2015-16				40.00/
7332-02 · CR Work Days 2016-17	4,328.25	26,000.00	-21,671.75	16.6%
Total 7332-00 · Carson River Work Days	4,328.25	26,000.00	-21,671.75	16.6%
7337-00 · Carson River Restoration				
7337-01 · Upper Carson River Grant.				
7337-15 · CVCD-Bioengr/Erosion Control-CV	37,584.06	52,500.00	-14,915.94	71.6%
7337-17 · CVCD-CV Clearing & Snagging		50,000.00	-50,000.00	
Total 7337-01 · Upper Carson River Grant.	37,584.06	102,500.00	-64,915.94	36.7%
7337-02 · Carson River Adv. Gr.		75 000 00	-75,000.00	
7337-23 · Golden Eagle Ln Erosion		75,000.00		
Total 7337-02 · Carson River Adv. Gr.		75,000.00	-75,000.00	
7337-03 · Dayton Valley Conserv		405 000 00	100 700 00	47.40/
7337-31 · DVCD-Restoration Proj.2015-17	28,231.04	165,000.00	-136,768.96	17.1%
7337-32 · DVCD-Storey Co. Weed Abatement		2,500.00	-2,500.00	
Total 7337-03 · Dayton Valley Conserv	28,231.04	167,500.00	-139,268.96	16.9%
7337-04 · Lahontan Conserv.Dist		15,000.00	-15,000.00	
Total 7337-00 · Carson River Restoration	65,815.10	360,000.00	-294,184.90	18.3%
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	04.00/
7404-04 · Noxious Weed Control-Lyon Co.	4,763.02	15,000.00	-10,236.98	31.8%
7404-05 · Noxious Weed Control-Churchill		15,000.00	-15,000.00	W. ASSAUL
Total 7404-00 · Noxious Weeds Control-CR Wtrshd	4,763.02	75,000.00	-70,236.98	6.4%
7420-00 · FEMA MAS #4 (Flood Map)	450.044.00			
7420-01 · Flood Maps-HDR	156,314.09			
7420-02 · Ordinance Review-Still Waters	6,600.00 5,790.00			
7420-04 · Ordinance Review-Loveberg 7420-00 · FEMA MAS #4 (Flood Map) - Other	340.06	100,000.00	-99,659.94	0.3%
1420-00 · FEMA MAS #4 (Flood Map) - Other	340.00	100,000.00		0.070

### CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND Profit & Loss Budget vs. Actual

	Jul '16 - Mar 17	Budget	\$ Over Budget	% of Budget
Total 7420-00 · FEMA MAS #4 (Flood Map)	169,044.15	100,000.00	69,044.15	169.0%
7422-00 · BOR Basin Plan of Study 7424-00 · NDEP-Watershed Literacy Gr.Exp.	1.55			
7426-00 · FEMA MAS #5-Charter/Map/Model 7426-01 · Alpine View EstKimley Horn 7426-03 · Eagle Valley-Michael Baker 7426-05 · Inundation Flood Map-HDR/Orion 7426-06 · Public Flood Awareness 7426-00 · FEMA MAS #5-Charter/Map/Model - Other	4,500.00 3,770.00 12,753.25 8,176.00 95.49	20,500.00	-20,404.51	0.5%
Total 7426-00 · FEMA MAS #5-Charter/Map/Model	29,294.74	20,500.00	8,794.74	142.9%
7427-00 · FEMA MAS #6 7427-02 · Goni Cr(CC)-M.Baker 7427-03 · Ramsey (LyCo)-Kimley & ROA 7427-04 · CC Inundation Map-Kimley 7427-00 · FEMA MAS #6 · Other	48,523.69 32,827.80 9,937.80 141.07	135,900.00	-135,758.93	0.1%
Total 7427-00 · FEMA MAS #6	91,430.36	135,900.00	-44,469.64	67.3%
7428-00 · NDEP-VA/Rocky Bank Stab. Design 7428-01 · CWSD match-VA/Rocky Design 7428-00 · NDEP-VA/Rocky Bank Stab. Design - Other	10,179.14 43,836.02	30,000.00 43,800.00	-19,820.86 36.02	33.9% 100.1%
Total 7428-00 · NDEP-VA/Rocky Bank Stab. Design	54,015.16	73,800.00	-19,784.84	73.2%
7429-00 · NDEP-Wtrshd Lit.Implementation 7430-00 · NFWF - Weed Mgmt. 7431-00 · BLM - Weed Mgmt. 7432-00 · FEMA MAS #7 7432-03 · Outreach-	2,758.63 17,451.18 3.58 575.00	30,000.00 24,000.00	-27,241.37 -6,548.82	9.2% 72.7%
7432-00 · FEMA MAS #7 - Other	70.66			
Total 7432-00 · FEMA MAS #7	645.66			
7433-00 · NDEP-WS Lit.ImplPhase 3 7500-00 · USGS Stream Gage Contract 7500-01 · Stream Gages 2015-17	8.40 35,742.75	70,232.00	-34,489.25	50.9%
Total 7500-00 · USGS Stream Gage Contract	35,742.75	70,232.00	-34,489.25	50.9%
7508-00 · USGS Do.Co.WQ & GW Monitoring 7508-01 · Do/LyCo WQ/GW Mon. 2015-17 7508-00 · USGS Do.Co.WQ & GW Monitoring - Other	4,428.00 3,459.75	15,500.00	-11,072.00	28.6%
Total 7508-00 · USGS Do.Co.WQ & GW Monitoring	7,887.75	15,500.00	-7,612.25	50.9%
7524-00 · USGS-GW LvI & WQ in Ch.Co. 7524-01 · USGS-GW LvI & WQ-ChCo 2014-17	4,463.00	8,800.00	-4,337.00	50.7%
Total 7524-00 · USGS-GW Lvl & WQ in Ch.Co.	4,463.00	8,800.00	-4,337.00	50.7%
7526-00 · USGS-Eagle/Dayton/Ch.Vly.Mon.	4,125.00	16,000.00	-11,875.00	25.8%
7600-00 · Alpine County Projects 7600-05 · Alpine Watershed Programs 7600-09 · Al.CoCASGEM 7600-10 · Al.CoMesa GW Monitoring	11,000.00 5.18 578.99	22,000.00 20.00 250.00	-11,000.00 -14.82 328.99	50.0% 25.9% 231.6%
Total 7600-00 · Alpine County Projects	11,584.17	22,270.00	-10,685.83	52.0%
7610-00 · Douglas County Projects 7610-10 · Do.Co.Reg.Pipeline Debt Service 7610-18 · DoCo-Sierra Country Estates	62,500.00	125,000.00 24,500.00	-62,500.00 -24,500.00	50.0%
Total 7610-00 · Douglas County Projects	62,500.00	149,500.00	-87,000.00	41.8%
7620-00 · Carson City Projects 7620-11 · CC Reg.Pipeline Debt Service	62,500.00	125,000.00	-62,500.00	50.0%

### CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND Profit & Loss Budget vs. Actual

	Jul '16 - Mar 17	Budget	\$ Over Budget	% of Budget
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	5,375.00		100.0%
Total 7630-00 · Lyon County Projects	5,375.00	5,375.00		100.0%
7640-00 · Churchill County Projects 7640-09 · Lahontan Vly.Wtr.Lvl.Measure. 7640-15 · LCD-Sand Bar Removal in ChCo 7640-16 · Dixie Vly.Wtr.Lvl.Measurement	3,536.10 3,721.90	21,000.00 16,348.00 24,000.00	-17,463.90 -16,348.00 -20,278.10	16.8% 15.5%
Total 7640-00 · Churchill County Projects	7,258.00	61,348.00	-54,090.00	11.8%
Total Expense	1,116,749.92	2,021,346.00	-904,596.08	55.2%
Net Ordinary Income	217,162.36	-219,425.00	436,587.36	-99.0%
Other Income/Expense Other Income 8005-00 · Beginning Equity		724,374.58	-724,374.58	
Total Other Income		724,374.58	-724,374.58	
Other Expense 8008-00 · Preliminary Planning		405,000.00	-405,000.00	
Total Other Expense		405,000.00	-405,000.00	
Net Other Income		319,374.58	-319,374.58	6 9
Net Income	217,162.36	99,949.58	117,212.78	217.3%

### CARSON WTR SUBCONSERVANCY DIST - ACQUISITION/CONSTRUCTION

04/05/17

### **Balance Sheet**

As of March 31, 2017

	Mar 31, 17
ASSETS Current Assets Checking/Savings 1013-01 · Local Gov't Inv.Pool-Reserve	688,227.21
Total Checking/Savings	688,227.21
Total Current Assets	688,227.21
TOTAL ASSETS	688,227.21
LIABILITIES & EQUITY Equity 4000-01 · Fund Balance - Capital Project Net Income	684,829.13 3,398.08
Total Equity	688,227.21
TOTAL LIABILITIES & EQUITY	688,227.21

1:43 PM

CARSON WTR SUBCONSERVANCY DIST - ACQUISITION/CONSTRUCTION Profit & Loss YTD Comparison
March 2017

04/05/17 **Accrual Basis** 

	Mar 17	Jul '16 - Mar 17
Ordinary Income/Expense		
Income 5032-01 · Interest Income - LGIP Res.	433.08	3,398.08
Total Income	433.08	3,398.08
Net Ordinary Income	433.08	3,398.08
Net Income	433.08	3,398.08

1:42 PM

CARSON WTR SUBCONSERVANCY DIST - ACQUISITION/CONSTRUCTION

Profit & Loss Budget vs. Actual

04/05/17 Accrual Basis

	Jul '16 - Mar 17	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5032-01 · Interest Income - LGIP Res.	3,398.08	2,720.00	678.08	124.9%
Total Income	3,398.08	2,720.00	678.08	124.9%
Expense				
7325-01 · Acquisition Wtr Rts/Structures		655,000.00	-655,000.00	
Total Expense		655,000.00	-655,000.00	
Net Ordinary Income	3,398.08	-652,280.00	655,678.08	-0.5%
Other Income/Expense				
Other Income				
8000-01 · Beginning Equity		684,830.00	-684,830.00	
Total Other Income		684,830.00	-684,830.00	
Net Other Income		684,830.00	-684,830.00	
et Income	3,398.08	32,550.00	-29,151.92	10.4%

3:35 PM 04/10/17 Cash Basis

### Floodplain Management Fund Balance Sheet

As of March 31, 2017

	Mar 31, 17
ASSETS Current Assets Checking/Savings 1013-03 · LGIP - Floodplain 1014-03 · Mutual of Omaha Bk CD	281,869.61 152,151.58
Total Checking/Savings	434,021.19
Total Current Assets	434,021.19
TOTAL ASSETS	434,021.19
LIABILITIES & EQUITY Equity 32000 · Retained Earnings Net Income	431,337.68 2,683.51
Total Equity	434,021.19
TOTAL LIABILITIES & EQUITY	434,021.19

3:36 PM 04/10/17 Cash Basis

## Floodplain Management Fund Profit & Loss YTD Comparison March 2017

	Mar 17	Jul '16 - Mar 17
Ordinary Income/Expense		
Income		
5032-03 · Int. IncLGIP-Floodplain	177.37	1,391.71
5033-03 · Int.IncMutual of Omaha CD	133.00	1,291.80
Total Income	310.37	2,683.51
Net Ordinary Income	310.37	2,683.51
Net Income	310.37	2,683.51

3:36 PM 04/10/17 Cash Basis

### Floodplain Management Fund Profit & Loss Budget vs. Actual July 2016 through March 2017

	Jul '16 - Mar 17	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income	1 004 74	4 050 00	44.74	102 10/
5032-03 · Int. IncLGIP-Floodplain	1,391.71	1,350.00	41.71	103.1%
5033-03 · Int.IncMutual of Omaha CD	1,291.80	1,750.00	-458.20	73.8%
Total Income	2,683.51	3,100.00	-416.49	86.6%
Expense				
7203-03 · Reg. Flood Preliminary Planning	0.00	330,000.00	-330,000.00	0.0%
7206-03 · Flood Project Along SR88-Minden	0.00	40,000.00	-40,000.00	0.0%
Total Expense	0.00	370,000.00	-370,000.00	0.0%
Net Ordinary Income	2,683.51	-366,900.00	369,583.51	-0.7%
Other Income/Expense				
Other Income	0.00	404 206 00	-401.306.00	0.0%
8000-03 · Beginning Equity	0.00	401,306.00	-401,306.00	0.076
Total Other Income	0.00	401,306.00	-401,306.00	0.0%
Net Other Income	0.00	401,306.00	-401,306.00	0.0%
et Income	2,683.51	34,406.00	-31,722.49	7.8%

## AGENDA ITEM #9 PAYMENT OF BILLS

3:39 PM 04/10/17

**Accrual Basis** 

### CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND Transaction Detail by Account

March 2017

		-				
Туре	Date	Num	Name	Memo	Amount	Balance
1010-00 · Cas	sh in Checking	- B of A				
Check	03/06/2017	8645	Euronev, Ltd.	Mar. 2017 rent-777 E. William St., #102, #103, #110 & #110A	-2,085.10	-2,085.10
Check	03/06/2017	8646	Law Office of George N. Benesch	Feb. 2017 legal services, inv. #14895	-3,369.33	-5,454.43
Check	03/06/2017	8647	Geeks of Nevada	3/1/17 onsite service, Inv. #1525	-212.50	-5,666.93
Check	03/06/2017	8648	Bank of America	Feb. 2017-acct. #4024 4910 0003 3949	-687.90	-6,354.83
Deposit Deposit	03/06/2017 03/22/2017			Deposit	23,702.87	17,348.04
Check	03/22/2017	8649	Office Depot Business Credit	Deposit Feb. acct. #6011 5656 1002 0915	25,907.86 -20.98	43,255.90 43,234.92
Check	03/22/2017	8650	Konica Minolta Business Solutions USA Inc	Acct. #1110530, inv. #244305246	-75.62	43,159.30
Check	03/22/2017	8651	Charter Communications	Acct. #8354 11 001 0917880, 3/13-4/12/17	-299.94	42,859.36
Check	03/22/2017	8652	Cardno, Inc.	Inv. #223399 Project #E316103200, Virginia/Rocky	-4,522.50	38,336.86
Check	03/22/2017	8653	Carson Valley Conservation District	Inv. #03-17, Bioengineering close out of funds	-1,288.90	37,047.96
Check	03/22/2017	8654	First United Methodist Church	Donation for 2/15/17 Board meeting room	-50.00	36,997.96
Check	03/24/2017	8655	River Wranglers	Inv #EE 2017-1	-4,662.32	32,335.64
Check	03/27/2017	8656	Ponderosa Stamp & Engraving Co. LL	Inv. #102995, 2017 AA Award plaques	-68.03	32,267.61
Check	03/27/2017	8657	Geeks of Nevada	20 service contract hours, Inv. #1568	-1,700.00	30,567.61
Deposit	03/27/2017		Managar no N N	Deposit	16,351.65	46,919.26
Check	03/31/2017	8658	MyOfficeProducts	Cust. #76531, inv. #WO-11627553-1	-575.41	46,343.85
Check	03/31/2017	8659	Carson City	Reimb. for Jan. 2017 payrolls #1 & #2	-40,493.56	5,850.29
Check Check	03/31/2017 03/31/2017	8660 8661	Carson City	Reimb. for Feb. 2017 payrolls #3 & #4	-40,540.64	-34,690.35
	· Cash in Check		cash	Mar. 2017 petty cash reimb.	-90.68	-34,781.03 -34,781.03
1011-00 · Pet		9	•		04,701.00	-04,701.00
Gener	03/31/2017			Mar. petty cash reimb.	-90.68	-90.68
Check	03/31/2017	8661	cash	Mar. 2017 petty cash reimb.	90.68	
Total 1011-00	· Petty Cash					
	al Gov't Inv. Po	ol-Regular	r			
Deposit	03/01/2017			Interest	371.15	371.15
	<ul> <li>Local Gov't Inv t Independent I</li> </ul>		• 10 (1990)		371.15	371.15
Deposit	03/14/2017	Dank of Ne	· ·	Interest	85.79	85.79
	· First Independ		f Nevad		85.79	85.79
1029-00 · Ban Deposit	o3/31/2017	avings		Interest	2.30	2.30
Total 1029-00	· Bank of Americ	ca-Savings			2.30	2.30
3307-00 · CC	Payroll Due					
Gener	03/10/2017			3/10 SF,BH,EJ,TL,DN	-19,732.44	-19,732.44
Gener	03/24/2017			3/24 SF,BH,EJ,TL,DN; MarKA,BB,CE,KG,DJa,DJo,WP,CR,ES,FS,ST	-19,964.13	-39,696.57
Check	03/31/2017	8659	Carson City	Reimb. for Jan. 2017 payrolls #1 & #2	40,493.56	796.99
Check	03/31/2017	8660	Carson City	Reimb. for Feb. 2017 payrolls #3 & #4	40,540.64	41,337.63
Total 3307-00	· CC Payroll Du	е			41,337.63	41,337.63
	glas County Ad 03/22/2017	659805	Douglas County	Feb.	-25,907.86	-25,907.86
Total 5011-00	· Douglas Count	ty Ad Valor	em		-25,907.86	-25,907.86
5012-00 · Car	son City Ad Val	orem				
	03/06/2017	366484	Carson City	Jan. 2017	-23,702.87	-23,702.87
	· Carson City Ad				-23,702.87	-23,702.87
	rest Income-LG 03/01/2017	IP Reg.		Interest	-371.15	-371.15
Total 5031-00	· Interest Income	e-LGIP Reg	3.		-371.15	-371.15
	st Independent 03/14/2017	Bk of NV	CD	Interest	-85.79	-85.79
Total 5044-00	Int-1st Indepen	dent Bk of	NV CD		-85.79	-85.79
	rest Income-B o 03/31/2017	of A Saving	gs .	Interest	-2.30	-2.30
	Interest Income	e-B of A Sa	vings		-2.30	-2.30
5093-00 · FEM						
	03/27/2017	•	FEMA	Draw #12	-16,351.65	-16,351.65
7015-00 · Sala	FEMA - MAS #	ь			-16,351.65	-16,351.65
	03/10/2017			3/10 S.Fryer	1,808.68	1,808.68
	03/10/2017			3/10 B.Hunt	3,068.09	4,876.77
	03/10/2017			3/10 E.James	4,891.20	9,767.97
Gener	03/10/2017			3/10 T.Leffler	2,309.17	12,077.14
	03/10/2017			3/10 D.Neddenriep	1,882.34	13,959.48
	03/24/2017			3/24 S.Fryer	1,408.01	15,367.49
	03/24/2017			3/24 B.Hunt	2,715.55	18,083.04
	03/24/2017			3/24 E.James	4,891.20	22,974.24
	03/24/2017 03/24/2017			3/24 T.Leffler	2,309.19	25,283.43
Gener	03/24/201/			3/24 D.Neddenriep	1,795.54	27,078.97

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For internal & discussion purposes only.

### CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND Transaction Detail by Account

Accrual Basis March 2017

Туре	Date	Num	Name	Memo	Amount	Balance
Total 7015-00	Salaries & W	ages			27,078.97	27,078.97
7020-00 · Em Gener Gener Gener Gener Gener Gener Gener Gener	nployee Benefit 03/10/2017 03/10/2017 03/10/2017 03/10/2017 03/10/2017 03/24/2017 03/24/2017 03/24/2017 03/24/2017 03/24/2017	s		3/10 S.Fryer 3/10 B.Hunt 3/10 E.James 3/10 T.Leffler 3/10 D.Neddenriep 3/24 S.Fryer 3/24 B.Hunt 3/24 E.James 3/24 T.Leffler 3/24 D.Neddenriep	263.10 853.97 2,178.60 1,045.66 1,148.42 199.19 797.73 2,178.60 1,045.66 1,122.85	263.10 1,117.07 3,295.67 4,341.33 5,489.75 5,688.94 6,486.67 8,665.27 9,710.93 10,833.78
Total 7020-00	· Employee Be	nefits			10,833.78	10,833.78
7101-00 · Dir 7101-01 · Gener Gener Gener Gener Gener Gener Gener Gener Gener	ector's Fees Director Benef 03/24/2017 03/24/2017 03/24/2017 03/24/2017 03/24/2017 03/24/2017 03/24/2017 03/24/2017 03/24/2017 03/24/2017 03/24/2017 03/24/2017	its		Mar K. Abowd Mar B.Bonkowski Mar C. Erquiaga Mar K. Gray Mar D. Jardine Mar D. Johnson Mar W. Penzel Mar C. Roberts Mar E. Schank Mar F. Stodieck Mar S. Thaler	1.16 2.32 1.16 1.16 2.32 1.16 2.32 1.16 2.32 1.16	1.16 3.48 4.64 5.80 8.12 9.28 11.60 12.76 15.08 16.24 17.40
Total 7101	-01 · Director B	enefits			17.40	17.40
7101-00 · Gener	Director's Fees 03/24/2017 03/24/2017 03/24/2017 03/24/2017 03/24/2017 03/24/2017 03/24/2017 03/24/2017 03/24/2017 03/24/2017 03/24/2017 03/24/2017 03/24/2017	- Other		Mar K.Abowd Mar B.Bonkowski Mar C.Erquiaga Mar K.Gray Mar D.Jardine Mar D.Johnson Mar W.Penzel Mar C.Roberts Mar E.Schank Mar F.Stodieck Mar S.Thaler	80.00 160.00 80.00 80.00 160.00 80.00 160.00 80.00 80.00 80.00 80.00	80.00 240.00 320.00 400.00 560.00 640.00 800.00 880.00 1,040.00 1,120.00
Total 7101	-00 · Director's	Fees - Oth	er		1,200.00	1,200.00
Total 7101-00	· Director's Fee	s			1,217.40	1,217.40
7103-00 · Offi Check Check Check Check Check Check Gener Check Gener	ce Supplies 03/06/2017 03/06/2017 03/06/2017 03/06/2017 03/22/2017 03/22/2017 03/31/2017 03/31/2017 03/31/2017	8648 8648 8648 8649 8650 8656	Bank of America Bank of America Bank of America Office Depot Business Credit Konica Minolta Business Solutions USA Inc Ponderosa Stamp & Engraving Co. LL MyOfficeProducts	Carson Highlands-storage unit Trend Micro-virus protection Intuit-QuickBooks Pro 2017 Feb. office supplies 2/1-28/17 copies 2017 AA Award plaques-Guzman Mar. petty cash reimb. Mar. office supplies Mar. copies reimb. from grants	35.00 80.95 199.95 20.98 75.62 68.03 -4.38 420.89	35.00 115.95 315.90 336.88 412.50 480.53 476.15 897.04
	· Office Supplie	s		war, copies reinib, from grants	534.37	534.37
7104-00 · Pos	tage	-			334.37	334.37
	03/31/2017			Mar. petty cash reimb.	70.88	70.88
Total 7104-00					70.88	70.88
7105-00 · Ren Check	03/06/2017	8645	Euronev, Ltd.	Mar. 2017 rent-777 E. Wm. St., #102, #103, #110 & #110A	2,085.10	2,085.10
Total 7105-00	Rent				2,085.10	2,085.10
7106-00 · Tele Check	phone/Internet 03/22/2017	8651	Charter Communications	Mar. 2017 internet & phones	299.94	299.94
Total 7106-00	· Telephone/Inte	ernet			299.94	299.94
	el-transport/m	eals/lodgii	ng			
Gener	Car Allowance 03/10/2017 03/24/2017			3/10 E.James 3/24 E.James	283.21 283.21	283.21 566.42
Total 7107-	-01 · Car Allowa	nce		•	566.42	566.42
7107-00 · 1 Check	ravel-transpor	t/meals/loc 8648	dging - Other Bank of America	NNDA-EJ breakfast mtg.	35.00	35.00
			s/lodging - Other	THE A LEE BROAD THE	35.00	35.00
	· Travel-transpo		500 100 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		601.42	601.42
	s & Publication					
Check Check	03/06/2017 03/06/2017	8648 8648	Bank of America Bank of America	LCB-EJ lobbyist fee Gazette Journal-subscr.	300.00 37.00	300.00 337.00

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#### CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND Transaction Detail by Account

Accrual Basis March 2017

Type	Date	Num	Name	Memo	Amount	Balance
Total 7108-00	· Dues & Public	cations			337.00	337.0
7109-00 · Mis	cellaneous Exp 03/22/2017	<b>ense</b> 8654	First United Methodist Church	Donation for 2/15/17 Board meeting room	50.00	50.0
Total 7109-00	· Miscellaneous	Expense			50.00	50.0
7114-00 · Out Check Check	side Professio 03/06/2017 03/27/2017	8647 8657	es Geeks of Nevada Geeks of Nevada	misc. computer issues 20 service contract hours	212.50 1,700.00	212.5 1,912.5
Total 7114-00	· Outside Profe		vices		1,912.50	1,912.5
7116-00 · Leg	al					
Check	03/06/2017	8646	Law Office of George N. Benesch	Jan. legal services	3,369.33	3,369.3
Total 7116-00					3,369.33	3,369.3
	grated Watersl Watershed Cod					
Gener Check	03/31/2017 03/31/2017	8658	MyOfficeProducts	Mar. petty cash reimb. Mar. office supplies	24.18 154.52	24.1 178.7
Gener	03/31/2017		Section 2 Sectio	Mar. copies	170.03	348.7
Total 7120-	-30 · Watershed	d Coord.Exp	o. 2015-18		348.73	348.7
otal 7120-00	· Integrated Wa	tershed Pro	ograms		348.73	348.7
	ironmental Ed. Env.Ed.Coord.E					
Check	03/24/2017 03/31/2017	8655	River Wranglers	JanFeb. 2017 Mar. copies	4,662.32 141.48	4,662.33 4,803.86
	-02 · Env.Ed.Co	ord.Exp. 20	015-17	иат. ооргоз	4,803.80	4,803.8
otal 7125-00	· Environmenta	Ed.Coord.	Exp.		4,803.80	4,803.8
	son River Rest					
7337-15 Check	5 · CVCD-Bioer 03/22/2017	ngr/Erosion 8653	Control-CV Carson Valley Conservation District	bioengineering close out of funds	1,288.90	1,288.9
			osion Control-CV	bloomy distribution and a second second	1,288.90	1,288.9
	-01 · Upper Can				1,288.90	1,288.9
	· Carson River				1,288.90	1,288.9
427-00 · FEM					1.4	
Gener	03/31/2017			Mar. copies	16.27	16.27
otal 7427-00	· FEMA MAS #6	3			16.27	16.27
	P-VA/Rocky B					
	03/22/2017	8652	Cardno, Inc.	design services through 2/24/17-match	4,522.50	4,522.50
Total 7428-	-01 · CWSD ma	tch-VA/Roc	ky Design		4,522.50	4,522.50
	NDEP-VA/Rock	y Bank Sta	b. Design - Other	Mar assiss	0.05	0.01
		Pocky Bank	Stab. Design - Other	Mar. copies	0.05	0.05
	· NDEP-VA/Roc			*	4,522.55	4,522.55
	P-Wtrshd Lit.lr				4,022.00	4,022.00
	03/31/2017	inprementa		Mar. copies	2.27	2.27
otal 7429-00	NDEP-Wtrshd	Lit.Impleme	entation		2.27	2.27
430-00 · NFW Gener	/F - Weed Mgm 03/31/2017	t.		Mar. copies	4.56	4.56
	NFWF - Weed	Mgmt.			4.56	4.56
432-00 · FEM Gener	A MAS #7 03/31/2017	To a second		Mar. copies	23.06	23.06
	FEMA MAS #7			man oopioo	23.06	23.06
					20.00	20.00
	P-WS Lit Impl.	Phase 3				
433-00 · NDE	P-WS Lit.Impl. 03/31/2017	Phase 3		Mar. copies	4.95	4.95

### CWSD PETTY CASH TRANSACTION RECORD March 2017

Date	G/L No.	Description	Debits	Credits	Balance
		2/28/17 cash balance			6100.00
		2/26/17 Cash balance			\$100.00
3/6/17	7120-30	Smith's	(\$19.98)		\$80.02
	Watershed	Watershed model supplies			
3/8/17	7104-00	USPS	(\$28.93)		\$51.09
	Postage	Board packages			
3/15/17	7104-00	USPS	(\$29.90)		\$21.19
	Postage	FEMA MAS #4 report (acct. closed)			
3/16/17	7103-00	from L.Conlin		\$2.35	\$23.54
	Office Supplies	copies		, , , , , , , , , , , , , , , , , , , ,	
3/17/17	7103-00	from E.James		\$6.15	\$29.69
	Office Supplies	copies			
3/17/17	7104-00	from D.Jardine		\$0.49	\$30.18
	Postage	stamp			
3/22/17	7104-00	USPS	(\$10.36)		\$19.82
	Postage	2017 Accomplishments to counties			
3/24/17	7103-00	from E.James		\$1.05	\$20.87
	Office Supplies	copies			
3/27/17	7120-30	USPS	(\$4.20)		\$16.67
	Watershed	newsletter stamps			
3/28/17	7104-00	from T.Leffler		\$0.49	\$17.16
	Postage	stamp			
3/30/17	7104-00	USPS	(\$2.67)		\$14.49
	Postage	FEMA MAS #5 report (acct. closed)			
3/30/17	7103-00	Smith's	(\$8.17)		\$6.32
	Office Supplies	paper towels			
3/31/17	7103-00	from T.Leffler		\$3.00	\$9.32
	Office Supplies	copies			
3/31/17	1011-00	Balance in Petty Cash		\$90.68	\$100.00
	Petty Cash	Λ			

Date: 3/31/17

Prepared by:

Approved by:

### Law Office of GEORGE N. BENESCH 3600 Lamay Lane Reno, NV 89511

Telephone [775) 853-8210

Tax I.D. #88-0329442

Invoice submitted to:

In Reference To:

Carson Water Subconservancy District 777 E. William, Suite 110A Carson City, NV 89701

General

March 02, 2017

Invoice #	14895		
		Hours	Amount
	For professional services rendered	0.00	\$3,333.33
	Additional Charges:		
	February 2017		
2/15/201	7 Mileage charge for trip to Carson City.		36.00
	SUBTOTAL:	[	36.00]
	Total additional charges	-	\$36.00
	Total amount of this bill	-	\$3,369.33
For Legal	Services Rendered		
	Previous balance		\$3,369.33
	Accounts receivable transactions		
2/6/2017	Payment - thank you. Check No. 8629		(\$3,369.33)
	Total payments and adjustments		(\$3,369.33)
	Total payments and adjustments  Balance due  Para Strain Company Compa	$\leq$	\$3,369.33
#	1116-00 hegal  3-3-17	pay aner	



#### **CARSON WATER SUBCONSERVANCY DISTRICT**

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: APRIL 19, 2017

SUBJECT: Agenda Item #10 - Discussion and possible action to award the contract to JE Fuller to conduct the Johnson Lane Area Drainage Master Plan. (For Possible Action)

DISCUSSION: As part of the FEMA MAS #7 Cooperative Technical Partners (CTP) grant CWSD received funding to conduct the Johnson Lane Area Drainage Master Plan (ADMP). Douglas County had requested this study due to the significant flooding events the Johnson Lane Community experienced in 2014 and 2015. A Request for Qualifications (RFQ) was sent out in October 2016, and four companies submitted proposals. Based on the review of the proposals, it was recommended that JE Fuller be hired to do the study. JE Fuller has extensive experience conducting area drainage master plans.

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

STAFF RECOMMENDATION: Authorize the Chairperson to sign the contract with JE Fuller to conduct the Johnson Lane Area Drainage Master Plan.

### PROFESSIONAL SERVICES AGREEMENT FOR JOHNSON LANE AREA DRIANAGE MASTER PLAN, DOUGLAS 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 April 19, 2017.

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.
- 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. Neither the professional activities of JEF, nor the presence of JEF or its employees and subconsultants at the OWNER'S place of business or at a construction site owned by OWNER, shall relieve the OWNER'S general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. JEF and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The OWNER agrees that the OWNER'S general contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the OWNER 's agreement with the general contractor. The OWNER also agrees that the OWNER, JEF and JEF's consultants shall be indemnified and shall be made Insureds under the OWNER'S and general contractor's General Liability Insurance Policy. The OWNER shall be responsible for providing JEF with the appropriate certificates of insurance coverage as evidence that the obligations of this Section 6 are satisfied.
- 7. 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.
- 8. Subject to any limitations set forth herein, if any, JEF shall insure itself and its employees for any properly recoverable damages suffered by OWNER and caused by JEF, or its employees, or agents, occurring during the performance of the Work. JEF agrees to indemnify and hold OWNER harmless from any claims resulting from any negligent act or acts, jointly, severally, or individually, of JEF or its employees, agents, or representatives during the term of this Agreement but solely to the extent actually caused by the negligent act of JEF. JEF shall maintain its own professional liability insurance during the project and for a three (3) year period thereafter. OWNER shall indemnify, defend and hold JEF, its employees or agents, harmless from any and all claims, actions and proceedings, and the resulting losses, damages, costs and expenses (including reasonable attorneys' fees) arising from any claim, action or proceeding based upon or in any way related to OWNER'S, or OWNER'S employees, breach or alleged breach of any of the terms and conditions of this Agreement.

- 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 entitles 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 Douglas 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.
- 26. TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF OWNER AND JEF AND JEF'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND JEF'S CONSULTANTS, AND ANY OF THEM, TO EITHER PARTY AND ANYONE CLAIMING BY, THROUGH, OR UNDER SAID PARTY FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THE WORK OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY JEF UNDER THIS AGREEMENT.

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: Mike Kellogg
Title:	Title: Vice President
Address:	Address: 8400 South Kyrene Road, STE 201 Tempe, AZ 85284

# **EXHIBIT A**

# **Scope of Work**



March 9, 2017

The following is a Scope of Work (SOW) for the Johnson Lane Area Drainage Master Plan (JLADMP). It is project team's understanding that the overall vision for the project is to identify and quantify the flood hazard risk to stakeholders and residents within the Johnson Lane community, 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.

#### **Project Goals**

- 1. Define flood hazards for the 25-year, 24-hour storm.
- 2. Determine the minimum driveway culvert size for up to 18 streets to pass the peak discharge from the 25-year, 24-hour storm.
- 3. Define flood hazards for the 100-year storm. The rainfall duration for the 100-year storm will be determined during the project.
- 4. Identify flood hazard mitigation alternatives for both the 25-year, and 100-year storms to minimize the impact of flooding.
- 5. Flood hazard mitigation alternatives will include all weather access for Johnson Lane, Stephanie Way, and the proposed East Valley Road alignment.

#### **Study Area**

For modeling purposes as defined in this SOW, the JLADMP 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 is approximate and may change (slightly) during the course of the project. The Study Areas are shown in Figure 1 and briefly defined below.

- 1. <u>Watershed Area</u> This includes the entire watershed that contributes runoff to the Johnson Lane community.
- 2. <u>2D Model Area</u> This is a sub-set of the Watershed Area and includes the area that will be analyzed using a 2-dimensional hydrologic and hydraulic model.

There are approximately 12 watercourses that impact the study area (Figure 2). They originate in both the Hot Springs Mountains and the Pine Nut Mountains and are listed in Table 1.

Table 1. Watercourses impacting the study area

Hot Sp	rings Mountains	Pine Nut Mountains
1.	Unnamed Wash A	<ol><li>Buck Brush Wash</li></ol>
2.	Southwest Wash	6. Romero Wash
3.	South Central Wash	7. Stephanie Wash
4.	Southeast Wash	8. Chowbuck Wash
		9. Skyline Wash
		10. Johnson Lane Wash
		11. Unnamed Wash B
		12. Sunrise Pass Wash

Tempe, AZ Tucson, AZ Flagstaff, AZ Phoenix, AZ Prescott, AZ Silver City, NM



# **Project Team**

The project team is comprised of the following Consultant Team: 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 Principal: Jon Fuller (JEF) (480) 222-5710

#### **Client Team**

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

Douglas County: Erik Nilssen (775) 782-9063
 Carson Water Subconservancy District: Ed James (775) 887-7456



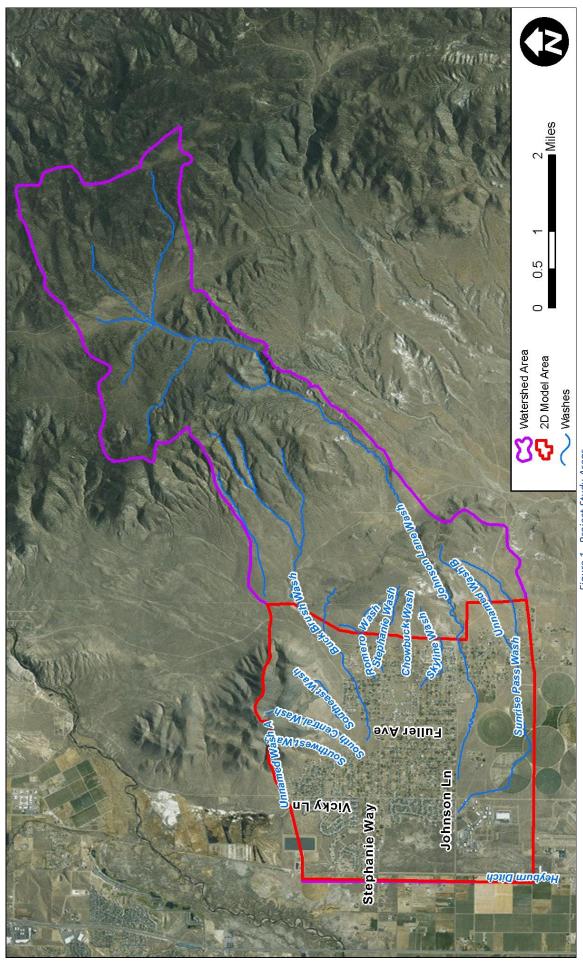


Figure 1. Project Study Areas

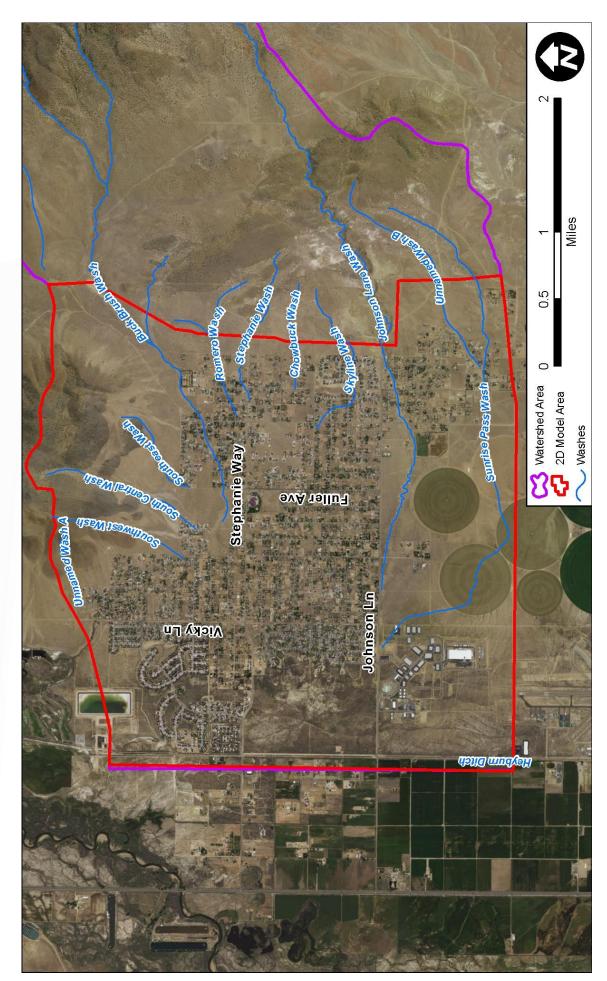


Figure 2. Watercourses impacting the study area

Page | **4** 



# **SCOPE OF WORK**

#### Task 1.0 DATA COLLECTION

- 1.1 The CONSULTANTS (JEF, LA) 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
  - Computer modeling
  - Land Use

#### Task 2.0 MAPPING AND SURVEY

2.1 LiDAR Acquisition. LA will supervise the acquisition of LiDAR to be flown at an average density of 4/ppm (points per square meter) using Optech Galaxy system, specifically designed to handle rough, vegetated terrain and capable of putting down 550,000/pps (points per second). A Cessna 180 (low/slow) aircraft will be utilized to further enhance the resulting LiDAR data. We expect an accuracy of 8cm or better on delivered topographic data (95% confidence level). Please note that the LiDAR will not be able to penetrate any planted winter crops or dense vegetation to any reliable detail. These areas will not meet the 8cm vertical accuracy.

Delivery will include: Classified .LAS/.LAZ files containing ground/first return/multi-level vegetation classified point data. Contour data derived from the classified ground points will also be delivered in an AutoCAD format. These contours will be rougher then you are used to seeing due to the density of the LiDAR point cloud. No planimetric data will be delivered. During final design of improvements, it may be necessary to supplement the project basemap with planimetrics and/or additional detailed ground shots.

Control for the project will be referenced to the Nevada Coordinate System, West Zone, NAD83. The vertical datum for the project will be reference to NAVD88. The area to be mapped will be as shown on the attached exhibit which includes approximately 13 square miles in the Johnson Lane area. No boundary information will be provided with this scope service.

2.2 **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 initial base mapping.



#### Task 3.0 HISTORICAL FLOW PATH ASSESSMENT

3.1 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 2D 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-dimenstional model (see Task 8.0).

# Task 4.0 WATERSHED HYDROLOGIC MODELING

- 4.1 **Software.** JEF will develop a hydrologic model for the Watershed Area using the HEC-HMS software package developed by the U.S. Army Corps of Engineers Hydrologic Engineering Center. The latest HEC-HMS version will be used at the onset of the modeling effort and will be used consistently throughout the project.
- 4.2 **Rainfall.** JEF will obtain rainfall data/distributions for the 25-year, 24-hour and 100-year storms. The 25-year, 24-hour distribution will use the Soil Conservation Service (SCS) Type II, 24-hour synthetic rainfall distribution. Precipitation depths will be determined using NOAA Atlas 14 precipitation frequency estimates<sup>1</sup>. The 100-year storm duration/distribution will be determined by modeling several duration storms and selecting the storm that yields the highest peak discharges for Buck Brush Wash and Johnson Lane Wash.
- 4.3 **Rainfall Losses.** The Green-Ampt loss method will be applied to compute rainfall losses due to soil infiltration. The XKSAT, DTHETA, and PSIF will be assigned based on the NRCS soil survey within the area, existing land use conditions, and other data sources provided by Douglas County. The input parameters will be verified against similar parameters from applicable past-projects.
- 4.4 **Outflow Hydrographs.** Outflow hydrographs from the following watercourses will be extracted from the HEC-HMS model and used as Inflow Hydrographs for the 2D Model Area:
  - Buck Brush Wash
  - Romero Wash
  - Stephanie Wash
  - Chowbuck Wash
  - Skyline Wash
  - Johnson Lane Wash
  - Unnamed Wash B
  - Sunrise Pass Wash

<sup>&</sup>lt;sup>1</sup> Per Douglas County Design Criteria and Improvement Standards, Section 6.6.2, September 1, 2011.



# Task 5.0 TWO-DIMENSIONAL MODELING

- 5.1 **Software.** The software used for 2D modeling will be the FLO-2D PRO version developed by FLO-2D Software, Inc. The latest FLO-2D PRO version will be used at the onset of the modeling effort and will be used consistently throughout the project.
- 5.2 **Existing Conditions Model Development**. JEF will develop the base 2D model assuming existing conditions. Topography will be derived from the project LiDAR data (Task 2.1) and supplemental survey data (Task 2.1).
  - 5.2.1 **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 the 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.
  - 5.2.2 **Rainfall**. The rainfall durations and distributions for the 25-year, 24-hour and 100-year storms that were developed for Task 4.2 will be incorporated into the 2D model. The NOAA Atlas 14 Rainfall depths will be spatially varied across the 2D domain based on the NOAA atlas 14 dataset.
  - 5.2.3 **Rainfall Losses**. The Green-Ampt method will be applied in the 2D model. The XKSAT, DTHETA, and PSIF will be assigned based on the NRCS soil survey within the area, existing land use conditions, and other data sources provided by Douglas County. The soils descriptions will be used to determine if a limiting infiltration depth is indicated (e.g., shallow clay or bedrock, and/or engineering judgment).
  - 5.2.4 **Inflows.** Outflow hydrographs from Task 4.4 will be incorporated into the 2D model as inflow hydrographs. The inflow hydrograph locations will be at the model boundary between HEC-HMS and FLO-2D.
  - 5.2.5 **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.



- 5.2.6 **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.).
- 5.2.7 **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.
- 5.2.8 **Culverts.** Most of the residential driveways in the model area have low-flow culverts. Historical flood accounts indicate the driveway culverts can be a significant source of flow diversions and adverse flooding impacts. Driveway culverts determined to be hydrologically or hydraulically significant based on preliminary 2D model results will be included in the model though the development of generalized hydraulic rating curves for the range of driveway culvert sizes. Hydraulic rating curves for larger, regional culverts will be developed from field survey data (Task 2.1) and incorporated into the model as hydraulic structures. Given the historical problem with sedimentation, a clogging factor will likely be used in when developing the hydraulic rating curves.
- 5.2.9 **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.
- 5.2.10 **Sediment.** The study area watershed is unique in that the watershed contains large volumes of eolian sediments that are highly mobile during rainfall events. Sedimentation has been a consistent problem within the Johnson Lane community. JEF will perform sediment yield computations to estimate the percent concentration of sediment for the 25-year and 100-year events. The inflow hydrographs will be "bulked" to account for the sediment concentration.



5.2.11 **Model Calibration.** A preliminary existing conditions model will be reviewed by Douglas 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 Douglas County. There are no applicable gages in the study area to calibrate model results.

# Task 6.0 SITE VISITS

6.1 **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 10.0).

# Task 7.0 FLOOD HAZARD CLASSIFICATION

- 7.1 **Flood Hazard Classification.** JEF will define flood hazard risk to pedestrians, 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 a hazard classification of Low, Moderate, and High for impacted buildings and roadway locations for each flood event.
- 7.2 **Building Inundation Assessment.** JEF will quantify the approximate number of structures susceptible to flooding for the 25-year and 100-year base conditions model results. The analysis will be repeated using the Task 8.10 Recommended Alternatives FLO-2D model results to conduct a quantitative benefit analysis. This effort will generally be limited to intersecting building footprints provided by the County with FLO-2D depth grids in excess of 0.5-feet or more
- 7.3 **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 Task 8.0 Recommended Alternatives FLO-2D model results to conduct a quantitative benefit analysis.

# Task 8.0 ALTERNATIVES FORMULATION

8.1 **Off-road Vehicle Use Impacts.** There is some concern that the use of off-highway vehicles (OHV) within the watershed has resulted in adverse flooding conditions downstream by concentrating flows along dirt road corridors. JEF will develop a 2D "mini model" that includes a portion of the Hot Springs Mountain watershed impacted by OHV use. The model will be developed using the same parameters as the existing conditions model with the exception that changes to the mini model will include modifying the friction loss and rainfall loss input files specific to the OHV impacted areas. The goal of this assessment will be to



determine if, and to what extent, OHV use results in adverse flooding conditions. Mini models for the 25-year and 100-year events will be created.

- 8.2 Individual Lot Management Plan. JEF will investigate the viability of a no-structure alternative through implementing an Individual Lot Management Plan (ILMP). Such a plan would rely on individual residents to provide flood protection for their properties through the use of berms, levees, and/or other diversion structures. JEF will select an area within the overall 2D modeling area and develop a 2D mini model to test the viability of this alternative. JEF will artificially create individual lot diversion structures within the model. The modeling results will show potential benefits and/or adverse impacts of implementing an ILMP. Mini models for the 25-year and 100-year events will be created.
- 8.3 **Individual Lot BMP.** JEF will investigate the potential benefit and impacts of individual lot best management practice (BMP) using retention. JEF will select an area within the overall 2D modeling area and develop a 2D mini model to test the potential benefit and impact of retention of the 20-year, 1-hour storm (or similar) on each individual lot.
- 8.4 **Upper Watershed Contour Trenches.** JEF will investigate the potential benefit and impacts of contour trenching in the upper watershed to capture rainfall runoff. The contour trenching procedure has been developed by the U.S. Forest Service and consists of a series of zero-grade in-sloping-type trenches spaced sufficiently close to hold a predetermined amount of surface runoff. Small check dams or baffles are constructed across the trenches at intervals of about 35 feet to segment them. These baffles are slightly lower than the fill-dike to allow water to flow along the trench without overtopping the trench.
- 8.5 **Roadside Ditch Lining/Check Dams.** Most of the streets within the community are lined by drainage ditches. Douglas County maintenance is responsible to keep the ditches clear of sediment and debris. This is accomplished by use of a mechanical scraper. Many residents have lined ditches adjacent to the property for aesthetics and/or erosion protection. This is problematic for County maintenance crews. JEF will investigate possible lining alternatives that would be compatible with the County's maintenance procedures. JEF will also investigate the benefits and impacts of installing check-dams in the ditches to reduce erosive velocities.
- 8.6 **Individual Lot Driveway Culvert Assessment.** Douglas County will select up to eighteen (18) streets within the study area for driveway culvert analyses. JEF will compute the minimum driveway culvert size required per-street to convey the 25-year, 24-hour flood event.
- 8.7 All Weather Access for Johnson Lane, Stephanie Way, and East Valley Road. JEF will formulate alternatives which will result in Johnson Lane, Stephanie Way, and the proposed East Valley Road remaining open for all-weather access for both the 25-year and 100-year flood events. Presently, Johnson Lane and Stephanie Way experience flooding at multiple locations during floods event much lower than the 100-year.



- 8.8 **25-Year Flood Mitigation.** The Consultant Team will develop a regional alternative for each of the 12 watercourses listed in Table 1, and up to five (5) local alternatives to reduce the flood risk to the Johnson Lane community from the 25-year event. This Task will include a priority list of projects to reduce flood risk.
- 8.9 **100-Year Flood Mitigation.** The Consultant Team will develop a regional alternative for each of the 12 watercourses listed in Table 1, and up to five (5) local alternatives to reduce the flood risk to the Johnson Lane community from the 100-year event. This Task will include a priority list of projects to reduce flood risk.
- 8.10 **Alternative Phasing Assessment.** JEF will assess the results from Tasks 8.8 and 8.9 and develop a recommended phasing plan for the regional alternatives. Up to three additional 2D models will be created to aid in developing the recommended phasing plan.
- 8.11 **Off-Site 15% Design Plans.** LA will prepare 15% preliminary engineering drawings based upon the following scenarios for the approximately 12 washes listed in Table 1. For scoping purposes in this task we are assuming that the 15% designs will be conducted upon BLM or County property upstream of the developed areas of Johnson Lane.

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 Douglas County 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 Johnson Lane area.

Based upon the estimated number of washes this will result in an estimated 24 schematic grading plans (2 flow conditions per site for 12 sites) to be developed along with their associated cost estimates for construction. 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 Douglas County. It is assumed that there will be one round of comments and edits.

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



Based upon the estimated number of site this will result in an estimated 10 schematic plans (2 flow conditions per site for 5 sites) to be developed along with their associated cost estimates for construction. 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.
- 8.13 **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 34 conceptual designs.

#### Task 9.0 DELIVERABLES AND SUBMITTALS

- 9.1 **Deliverable Format.** All Deliverables and Submittals for the JLADMP will be provided to the Client Team in digital format.
- 9.2 **Submittals.** A submittal for each task will be provided to the Client Team for review and approval. The DRAFT submittals will be organized as followed:
  - 9.2.1 **Task 2.0**. Technical Report with supporting digital data.
  - 9.2.2 **Task 4.0.** Base model HEC-HMS input files will be submitted for review and approval. A DRAFT Hydrology (Task 4.0) and Hydraulics (Task 5.0) Technical Report will be submitted for review. All hydrologic models will be included with the Technical Report submittal.
  - 9.2.3 **Task 5.0.** Base model FLO-2D input files will be submitted for review and. A DRAFT Hydrology (Task 4.0)and Hydraulics (Task 5.0) Technical Report will be submitted for review. The base FLO-2D model will be included with the Technical Report submittal.
  - 9.2.4 **Task 8.0**. A DRAFT Alternatives Technical Report will be submitted for review. The report will discuss the modeling input and results for each of the alternatives. All alternative FLO-2D models will be included with the Alternatives Technical Report.
  - 9.2.5 **Final Report.** A FINAL JLADMP report will be submitted. The FINAL report will be comprised of all previously submitted and approved Technical Reports.
  - 9.2.6 **Executive Summary.** A separate Executive Summary report will be submitted.



# Task 10.0 PUBLIC OUTREACH

- 10.1 **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 Douglas County Area Drainage Master Plan. 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 two (2) public meetings and presentations including the following tasks:
  - Location research, availability, confirmation and set-up
  - Development and review of speaker and content order
  - Development of Boards
  - Development of feedback handout
  - Advertising
  - Press Release development and distribution
  - Public input reporting
  - Website correspondence management
  - Compilation of input from residents
- 10.2 Agency Board Meetings (Douglas County Board of Commissioners and Carson Conservancy). LA will lead and implement, and JEF will attend in whatever capacity is determined by LA, a total of two (2) agency board meetings and presentations including the following tasks:
  - Development and review of speaker and content order
  - Public input reporting
  - Website correspondence management

#### Task 11.0 PROJECT MANAGEMENT AND COORDINATION

- 11.1 **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.
- 11.2 **Project Coordination Meetings.** The Consultant Team will participate in monthly project coordination meetings with the Client Team via teleconference and WebEx meetings.
- 11.3 **Contract Type.** The project contract type will be lump-sum.
- 11.4 **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.
- 11.5 **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.



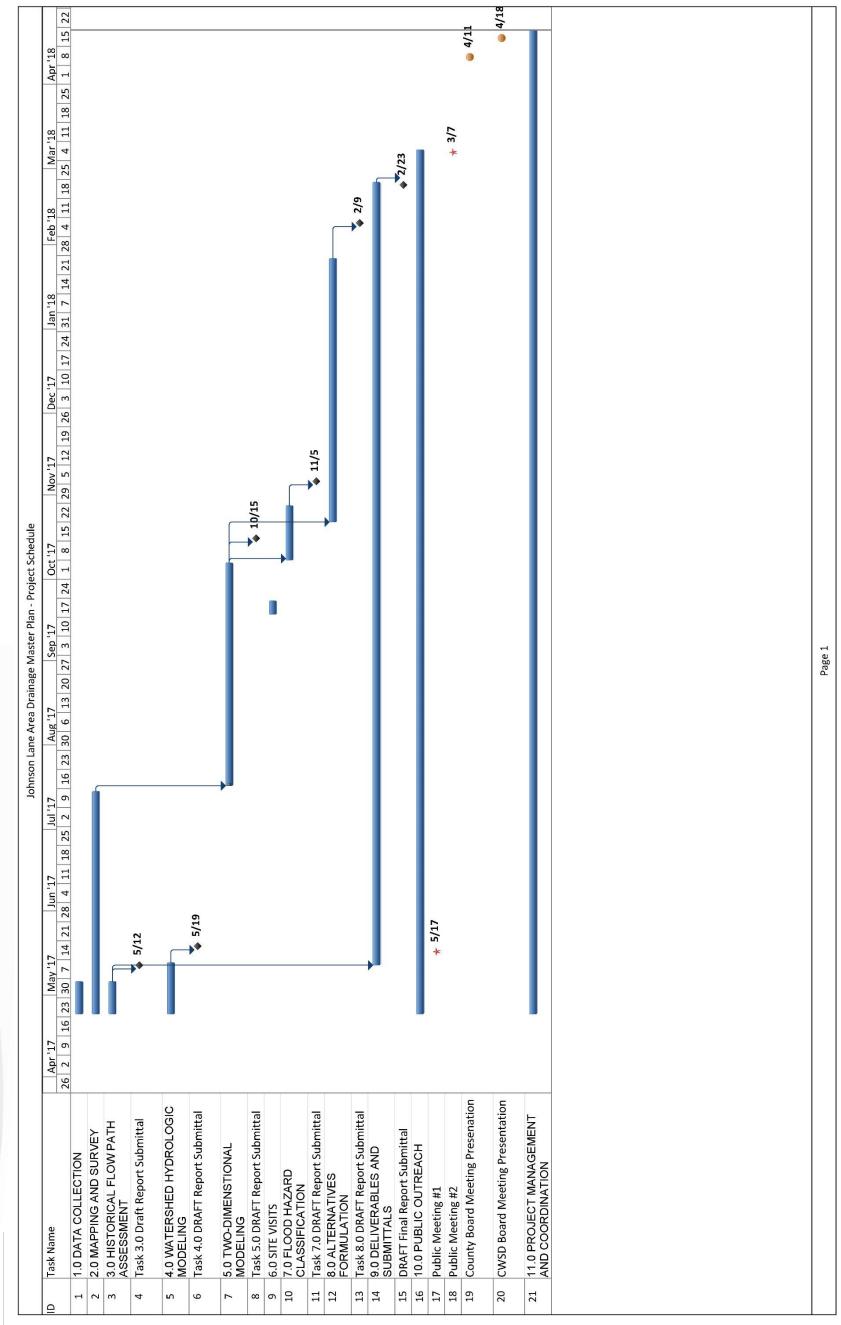
11.6 **Project Fee.** A project fee table is included with the SOW as Attachment B.

# **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 collected with the exception of the LiDAR mapping 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 County will assist in locating documentation regarding existing easements and property information
- The County will pay for any meeting location fees
- The County will pay for any website fees





ATTACHMENT A. PROJECT SCHEDULE

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# ATTACHMENT B. FEE TABLE



# **CARSON WATER SUBCONSERVANCY DISTRICT**

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: APRIL 19, 2017

SUBJECT: Agenda Item #11 - Discussion and possible action regarding approval of an Interlocal Contract for Douglas County to provide funding assistance to develop the Johnson Lane Area Drainage Master Plan.

DISCUSSION: Attached is an Interlocal Contract with Douglas County to provide up to \$95,000 toward the creation of an Area Drainage Master Plan (ADMP) for the Johnson Lane Community. The total cost for the ADMP is \$380,000. CWSD has received a grant from FEMA for \$285,000. Douglas County has agreed to provide the additional \$95,000 to complete the project. CWSD will manage the contract and pay JE Fuller to conduct the ADMP utilizing the funds from FEMA and Douglas County.

STAFF RECOMMENDATION: Authorize the Chairperson to sign the Interlocal Contract with Douglas County for funding assistance to develop the Johnson Lane Area Drainage Master Plan.

# INTERLOCAL CONTRACT

#### **BETWEEN**

# **DOUGLAS COUNTY, NEVADA**

#### AND

# THE CARSON WATER SUBCONSERVENCY DISTRICT

This Interlocal Contract ("Contract") is made by and between Douglas County (the "County"), a political subdivision of the State of Nevada, and the Carson Water Subconservancy District (the "CWSD"), a political subdivision of the State of Nevada and organized under the provisions of N.R.S. Chapter 318.

# RECITALS

WHEREAS, the parties are public agencies pursuant to N.R.S. 277.100 and N.R.S. 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, each party is authorized by the laws of the State of Nevada to perform or undertake governmental functions and responsibilities as separate legal entities; and

WHEREAS, the County and the CWSD will be able to provide more effective and efficient services by entering into the Contract.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

- 1. **EFFECTIVE DATE OF CONTRACT AND TERM.** The term of the Contract shall commence upon approval of the Contract by the governing boards of both parties and will expire <u>June 1, 2018</u>, unless terminated in accordance with Paragraph 4 of the Contract.
- 2. Services Provided. The services to be provided by CWSD include <u>administering</u> a grant to complete the Johnson Lane Area Drainage Master Plan (ADMP). The services are described in detail in **Attachment A**, **Scope of Work**, which is attached to this contract and made a part thereof.

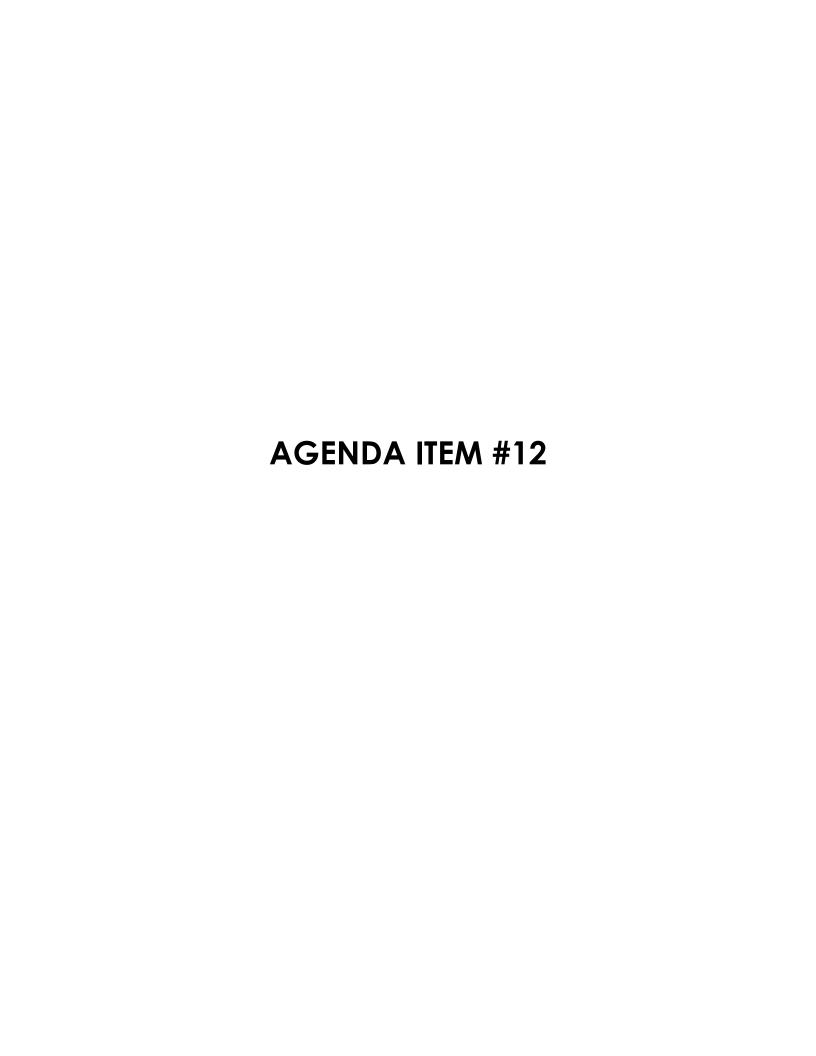
- 3. PAYMENT FOR SERVICES. The payment for services will not exceed \$95,000 which will supplement a FEMA Grant of \$285,000 and is further detailed in Attachment "A" Scope of Work. Payment shall be made within fifteen working days of receipt of invoice.
- 4. TERMINATION OF CONTRACT. Either party may revoke the Contract without cause, provided only that a revocation shall not be effective until 30 days after the terminating party has served written notice upon the other party. The notice of termination may provide for the termination of all or only some of the services provided by CWSD to the County. All monies due and owing up to the point of termination shall be paid by Douglas County.
- 5. **CONFORMITY WITH COUNTY POLICIES.** The CWSD will perform the work as set forth in Section 2 in conformity with applicable County Community Development policies.
- 6. Construction of contract. The Contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding the Contract shall be resolved by binding arbitration, with an arbiter to be selected from a list of senior judges maintained by the Nevada Supreme Court of senior judges, with both parties to pay an equal share of the expenses charged by the senior judge and any other related court fees. Each party is responsible for their own attorney's fees. There shall be no presumption for or against the drafter in interpreting or enforcing the Contract.
- 7. COMPLIANCE WITH APPLICABLE LAWS. CWSD shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract.
- 8. INDEMNIFICATION. Each party agrees to indemnify and hold the other party harmless to the fullest extent allowed by law, including, but not limited to, the provisions of Nevada Revised Statutes Chapter 41, from and against any liability relating to or arising from the performance of the Contract proximately caused by any act or omission of its own officers, agents, or employees.
- 9. **SEVERABILITY.** The illegality or invalidity of any provision or portion of this contract shall not affect the validity of the remainder of the contract.
- 10. Non-Appropriation of Funds. All payments and services provided under this contract are contingent upon the availability of the necessary public funding. In the event that Douglas County does not receive the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate.
- 11. **ASSIGNMENT.** The parties will not assign or transfer any of the rights, obligations or duties conferred pursuant to the terms of this contract.

- 12. ENTIRE CONTRACT. The Contract constitutes the full and final contract between the parties and shall not be modified except in writing and signed by both parties.
- 13. NOTICE. All written notices under the Contract shall be mailed or hand delivered to the following officials at the addresses stated below:

Erik Nilssen, County Engineer Douglas County, State of Nevada Post Office Box 218 Minden, Nevada 89423 Ed James, District Manager Carson Water Subconservancy District 777 E. Williams Street #110A Carson City, NV 89701

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Contract between Douglas County and the Carson Water Subconservancy District to be executed.

On behalf of and with authority to sign for Douglas County:	On behalf of and with authority to Carson Water Subconservancy Dis	_
By: William B. Penzel, Board Chairman (Date)	By:	(Date)



# **CARSON WATER SUBCONSERVANCY DISTRICT**

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: APRIL 19, 2017

SUBJECT: Agenda Item #12 - Discussion and possible action regarding the January and February flooding damage and CWSD's possible assistance for repairs along the Carson River. (For Possible Action)

DISCUSSION: In January and February of 2017, our area experienced two federally declared disasters. During these two high-flow periods many of the grade control structures along the Carson River were damaged. These grade control structures are also used by the farmers to divert water out of the river. In the past, CWSD has coordinated the repairs with FEMA and provided some of the funding assistance. Currently, staff is working with FEMA, Nevada Division of Emergency Management, State Lands, and the conservation districts to coordinate a plan to get the grade control structures repaired later this summer when the river flows are low.

Staff will give the board an update on the FEMA repair process and possible agreements needed to assist with the grade control repairs. Staff will also request direction from the Board regarding CWSD funding assistance for the repairs.

STAFF RECOMMENDATION: Authorize staff to help coordinate the repairs of the various grade controls along the Carson River and provide financial assistance.



# **CARSON WATER SUBCONSERVANCY DISTRICT**

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: APRIL 19, 2017

SUBJECT: Agenda Item #13 - Discussion and possible action regarding approval of Interlocal Contract #2017-3 with Carson Valley Conservation District to assist in the flood disaster assessment.

DISCUSSION: Attached is Interlocal Contract #2017-3 with the Carson Valley Conservation District (CVCD) to assist CWSD in gathering and preparing documents regarding damages to grade control structures along the Carson River in Douglas County and Carson City due to the 2017 Floods. CWSD will reimburse CVCD up to \$1,500 of staff time for providing this service. Funding for this service will come out of the Floodplain Management Fund.

STAFF RECOMMENDATION: Authorize the Chairman to sign Interlocal Contract #2017-3 with Carson Valley Conservation District to assist in the flood disaster assessment.

#### INTERLOCAL CONTRACT

Addressing Carson Valley Conservation District
Acting as Carson Water Subconservancy District Agent
in Evaluating Repairs Along the Carson River
Due to the 2017 Flooding and Anticipated Further Flooding

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

# WITNESSETH:

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

WHEREAS, during the months of January and February 2017, the Carson River experienced flood events that caused various damage along the Carson River; and

WHEREAS, the President of the United States has declared a State of Emergency for Douglas County, Carson City, Lyon County, and Washoe County for damages caused by the 2017 Floods; and

WHEREAS, CWSD is working with the State of Nevada, Division of Emergency
Management for funding assistance from Federal Emergency Management Agency
(FEMA) to repair grade control structures along the Carson River; and

WHEREAS, CWSD is contracting with CVCD to gather and prepare documents regarding damages to the grade control structures in Douglas County and Carson City; and

WHEREAS, CWSD will reimburse CVCD's staff time used to gather and prepare documents regarding damages to grade control structures in Douglas County and Carson City in an amount not to exceed \$1,500.00; and

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:

- CWSD hereby grants to CVCD an amount not to exceed \$1,500.00 for reimbursement of CVCD's staff time used to gather and prepare documents regarding damages to grade control structures in Douglas County and Carson City; and
- CVCD will submit requests for funding periodically. The request for funding shall be accompanied by a description on what the funds were used for and shall reference this Contract.

- CWSD commits to pay the approved amount of the request to CVCD within ten (10) days of said request.
- 4. This Contract shall terminate on June 30, 2017, at which time CVCD shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
- 5. 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.
- 6. 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 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 that 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.

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

CVCD Attn.: Mike Hayes District Coordinator C/O USDA-NRCS 1702 County Rd., #A Minden, NV 89423 (775) 782-3661 x112 CWSD Attn.: Edwin James General Manager 777 E. William St., #110 Carson City, NV 89706

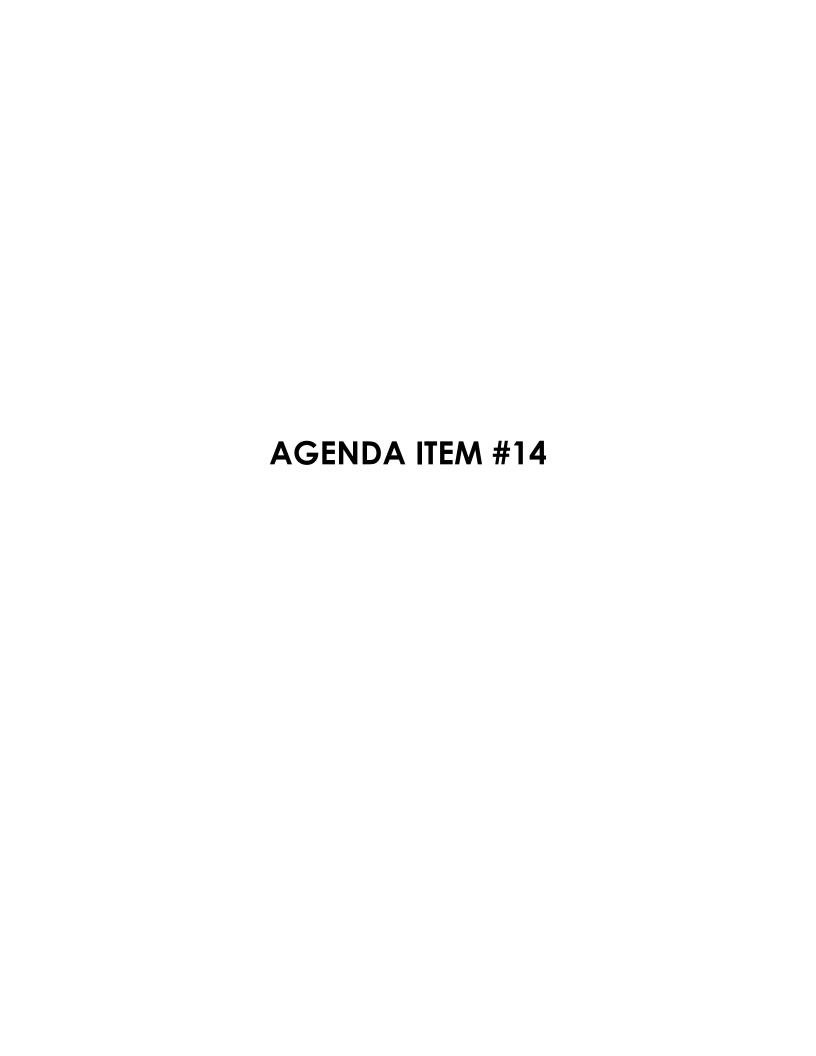
(775) 887-7456

- 8. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.
- 9. 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.
- 10. 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.
- 11. 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.

- 12. This Contract becomes effective April 1, 2017, only after ratification by appropriate official action of the governing body of each party and shall be deemed dated the later date of said official action.
- 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.

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

DATED:	DATED:
CARSON VALLEY CONSERVATION DISTRICT	CARSON WATER SUBCONSERVANCY DISTRICT
James Settelmeyer, Chairman	Karen Abowd, Chairman
ATTEST	ATTEST:
J.B. Lekumberry, Secretary	Toni M. Leffler, Secretary to the Board



TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: APRIL 19, 2017

SUBJECT: Agenda Item #14 - Discussion and possible action regarding approval of Interlocal Contract #2017-4 with Dayton Valley Conservation District to assist in the flood disaster assessment.

DISCUSSION: Attached is Interlocal Contract #2017-4 with the Dayton Valley Conservation District (DVCD) to assist CWSD in gathering and preparing documents regarding damages to grade control structures along the Carson River in Lyon County due to the 2017 Floods. CWSD will reimburse DVCD up to \$1,500 of staff time for providing this service. Funding for this service will come out of the Floodplain Management Fund.

STAFF RECOMMENDATION: Authorize the Chairman to sign Interlocal Contract #2017-4 with Dayton Valley Conservation District to assist in the flood disaster assessment.

#### INTERLOCAL CONTRACT

Addressing Carson Valley Conservation District
Acting as Dayton Water Subconservancy District Agent
in Evaluating Repairs Along the Carson River
Due to the 2017 Flooding and Anticipated Further Flooding

THIS CONTRACT dated this \_\_\_\_\_ day of \_\_\_\_\_\_\_, 2017, is entered into by and DAYTON VALLEY CONSERVATION DISTRICT, a political subdivision of the State of Nevada (hereinafter "DVCD") and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

### WITNESSETH:

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

WHEREAS, during the months of January and February 2017, the Carson River experienced flood events that caused various damage along the Carson River; and

WHEREAS, the President of the United States has declared a State of Emergency for Douglas County, Carson City, Lyon County, and Washoe County for damages caused by the 2017 Floods; and

WHEREAS, CWSD is working with the State of Nevada, Division of Emergency

Management for funding assistance from Federal Emergency Management Agency

(FEMA) to repair grade control structures along the Carson River; and

WHEREAS, CWSD is contracting with DVCD to gather and prepare documents regarding damages to the grade control structures in Lyon County; and

WHEREAS, CWSD will reimburse DVCD's staff time used to gather and prepare documents regarding damages to grade control structures in Lyon County in an amount not to exceed \$1,500.00; and

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:

- CWSD hereby grants to DVCD an amount not to exceed \$1,500.00 for reimbursement of DVCD's staff time used to gather and prepare documents regarding damages to grade control structures in Lyon County; and
- DVCD will submit requests for funding periodically. The request for funding shall be accompanied by a description on what the funds were used for and shall reference this Contract.
- CWSD commits to pay the approved amount of the request to DVCD within ten (10) days of said request.

- 4. This Contract shall terminate on June 30, 2017, at which time DVCD shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
- 5. 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.
- 6. 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 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 that 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.

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

DVCD Attn.: Robert Holley District Coordinator 34 Lakes Blvd. P.O. Box 1807 Dayton, NV 89403 (775) 246-1999 CWSD Attn.: Edwin James General Manager 777 E. William St., #110 Carson City, NV 89706

(775) 887-7456

- 8. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.
- 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.
- 10. 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.
- 11. 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.
- 12. This Contract becomes effective April 1, 2017, only after ratification by appropriate official action of the governing body of each party and shall be deemed dated the later date of said official action.

- 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.

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

DATED:	DATED:
DAYTON VALLEY CONSERVATION DISTRICT	CARSON WATER SUBCONSERVANCY DISTRICT
Chuck Roberts, Chairman	Karen Abowd, Chairman
ATTEST	ATTEST:
Joseph Ricci, Secretary	Toni M. Leffler, Secretary to the Board



TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: APRIL 19, 2017

SUBJECT: Agenda Item #15 - Discussion for possible action regarding various bills that CWSD may want to support, oppose, or monitor during the 2017 Legislative Committee. (For Possible Action)

DISCUSSION: Attached is the list of BDR/bills that staff is currently monitoring. Staff testified in support of SB 503 for the State to replenish the Clearing and Snagging account. Staff will give a brief overview of the bills we are tracking.

STAFF RECOMMENDATION: Provide staff with direction as needed.

	2017 Legislation			Propose
BDR#	Bill#	BDR Title	Sponsor	Action
		Calls for Glen Canyon Dam to be decommissioned, drained		
101	AJR 4	and destroyed.	Senator Segerblom	Watch
157	AB 328	Makes various changes relating to certain professions.	Assemblyman Stewart	
		Revises provisions relating to governmental entities that		
176	AB 32	apply pesticides.	State Department of Agriculture	Participate
		Revises provisions relating to conjunctive water		
		management and tools for managing over-appropriated	Division of Water Resources of the State Department of	
177	SB 73	groundwater basins	Conservation and Natural Resources	Participate
		Revises provisions relating to the planning and development	Division of Water Resources of the State Department of	
178	SB 74	of water resources.	Conservation and Natural Resources	Support
			Division of Water Resources of the State Department of	
179	AB 34	Makes various changes relating to state lands.	Conservation and Natural Resources	Watch
		Makes various changes relating to the adjudication of	Division of Water Resources of the State Department of	
180	SB 51	vested water rights and the appropriation of water.	Conservation and Natural Resources	Participate
		Revises provisions relating to the imposition of fees, civil		
		penalties and administrative fines by the State	Division of Water Resources of the State Department of	
181	AB 50	Environmental Commission.	Conservation and Natural Resources	Watch
		Revises provisions governing the Commission on Off-	Division of Water Resources of the State Department of	
220	AB 29	Highway Vehicles.	Conservation and Natural Resources	Watch
		Revises provisions governing the forfeiture and		
308	AB 209	abandonment of water rights.	Assemblyman Oscarson	Participate
336		Makes various changes relating to water.	Legislative Committee on Public Lands (NRS 218E.510)	
		Revises provisions relating to grants for capital	Legislative Commission's Subcommittee to Study Water (NRS	
356		improvements to publicly owned water systems.	218E.200)	
			Legislative Commission's Subcommittee to Study Water (NRS	
357	SB 271	Makes various changes relating to water.	218E.200)	
			Legislative Commission's Subcommittee to Study Water (NRS	
358	SB 272	Makes various changes relating to water.	218E.200)	
			Legislative Commission's Subcommittee to Study Water (NRS	
359	SB 270	Revises provisions relating to water.	218E.200)	
			Legislative Commission's Subcommittee to Study Water (NRS	
367	SB 269	Makes various changes relating to water.	218E.200)	
200	40.42	Males and a second of the New Asia Public Research		Mar. I.
389	AB 42	Makes various changes to the Nevada Public Records Law.	Attorney General	Watch
444	AD 43	Revises provisions governing the partial abatement of taxes	Nove de Association of Counties	14/
441	AB 43	levied on residential and other property.	Nevada Association of Counties	Watch
445	AD 120	Authorizes de minimus reinwater collection for cortein was	Accomb humanan Coulton	Cummant
445	AB 138	Authorizes de minimus rainwater collection for certain uses.	Assemblywoman Carlton	Support
473	AB 375	Revises provisions governing financing of flood	Assamblyman Sprinkla	
4/3	AD 3/3	management projects.	Assemblyman Sprinkle Oversight of the Tahoe Regional Planning Agency and the	
492		Revises provisions relating to forestry	Marlette Lake Water System	
492		Incress provisions relating to forestry	Ivialiette Lake Water System	
		Extends the authority to issue bonds for environmental	Oversight of the Tahoe Regional Planning Agency and the	
493	SB 197	improvement projects in the Lake Tahoe Basin.	Marlette Lake Water System	watch
433	30 137	Provides authority for the issuance of general obligation	Manette Lake Water System	watti
		bonds for the Conservation and Resource Protection Grant	Oversight of the Tahoe Regional Planning Agency and the	
494	SB 198	Program.	Marlette Lake Water System	Support
7.77	30 130	Makes various changes relating to the appropriation of	Division of Water Resources of the State Department of	Зиррогі
499	SB 47	water.	Conservation and Natural Resources	Participate
733	JU 47	water.	Consci vation and realtra resources	i di dicipate

2017 Legislation			Propose	
BDR#	Bill #	BDR Title	Sponsor	Action
635		Revises provisions relating to taxation.	Senator Settelmeyer	
639	AB 114	Revises provisions governing irrigation districts.	Assemblywoman Titus	Participate
		Requires the fluoridation of water provided by certain		
		public water systems and water authorities in certain		
716	AB 193	counties.	Assemblywoman Joiner	watch
			Assembly Committee on Natural Resources, Agriculture, and	
735	AB298	Revises provisions relating to water.	Mining	
		Revises provisions pertaining to basin water budget		
736	SB 269	calculations.	Senate Committee on Natural Resources	
747	AB 154	Revises provisions governing prevailing wage.	Assemblyman Brooks	Watch
781	AB 406	Revises provisions governing public works.	Assemblyman Daly	
		Revises provisions relating to the investment of public		
782	AB 152	money.	Assemblyman Kramer	Watch
787	SB 134	Revises provisions concerning plans for monitoring, management and mitigation relating to water resources.	Senator Goicoechea	Participate
904	SB 503	Provides for replenishment of the Channel Clearance Fund.	Office of Finance in the Office of the Governor	Support
905	SB 513	Revises provisions governing the administration of the Humboldt River Decree.	Office of Finance in the Office of the Governor	
<u>934</u>		Revises provisions pertaining to groundwater allocation.	Senate Committee on Natural Resources	
1008		Revises provisions relating to taxation.	Senate Committee on Revenue and Economic Development	
1049		Revises provisions governing taxes.	Assemblywoman Neal	
1078		Makes various changes relating to agriculture.	Senate Committee on Natural Resources	
1153		Revises provisions relating to prevailing wage.	Senate Committee on Government Affairs	



TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: APRIL 19, 2017

SUBJECT: Agenda Item #16 - Discussion and possible action regarding a funding request from TCID for the emergency spillway on the V-Line. (For Possible Action)

DISCUSSION: As of April 7, 2017, the snowpack in the headwaters of the Carson River was 209% of average. It is estimated that over 500,000 acre-feet of water will need to be released below Lahontan Reservoir from April through July. To avoid large scale flooding in Churchill County and the City of Fallon, TCID and US Bureau of Reclamation installed an emergency spillway in the V-Line Canal. This spillway releases water onto federal lands south of the Sheckler Reservoir.

The estimated costs for this emergency spillway is approximately \$1,200,000. Most of the costs for this spillway will be borne by TCID. Since this emergency spillway was installed to prevent flooding below Lahontan Reservoir, TCID has submitted a funding request of \$50,000 from the CWSD Floodplain Management Account (see attached application).

STAFF RECOMMENDATION: Approve TCID's funding request of \$50,000 from CWSD's Floodplain Management Account.

# CARSON WATER SUBCONSERVANCY DISTRICT REQUEST FOR FLOOD PROTECTION PROJECT FUNDING

APPLICANT	: _ <u>Truckee-Carson Irrigatio</u> Name	n District		
	PO Box 1356 Address			
	<u>Fallon</u> City	<u>Churchill</u> County	Nevada State	<u>89407-1356</u> Zip Code
	Telephone Number	Fe	x Number	
PROJECT NA	ME: _V-Line Emergency	Weir of Spillway ("VW"	")	
PROJECT LO	OCATION:Approximat	ely 2.3 miles downstrean	n of the Carson Riv	er Diversion
	Dam in Chu	rchill County, Nevada.		

**PROJECT DESCRIPTION:** Briefly describe the project and purpose. Provide maps, drawings, photographs or other information. Additional sheets may be attached.

The project consists of the construction of an emergency weir or spillway (VW) on the V-Line Canal approximately 2.3 miles downstream of the Carson Diversion Dam in Churchill County, Nevada. A design was provided by engineers at the Technical Service Center (TSC), of the United States Bureau of Reclamation, in Denver Colorado. The structure, as depicted in accompanying photographs, consists of 20' steel sheet piles driven into the southern embankment of the canal creating a concrete lined 47' channel therein with which to divert surcharged water flow from the head-works of the V-Line and thus discharge the water into existing earthen channels directing water to Scheckler Reservoir and then across open federally owned lands to the area of the Carson Lake to the south of the City of Fallon. (See map). The material and placement cost of the steel pile alone was approximately \$354,000.00. When considering the contribution to the VW from all sources, for all aspects of construction, including that by Churchill County and the Bureau of Reclamation, the real cost is estimated at \$1,200,000.00.

The City of Fallon and unincorporated Churchill County are located downstream from Lahontan Reservoir. During periods when Lahontan Reservoir is near capacity, or may exceed capacity owing to the runoff forecast for the Carson River watershed, and where any significant hydrologic event occurs, flooding typically occurs downstream of the Lahontan Dam—as a result of the release of water with which to protect the structure. The VW will advance the ability to draw down the reservoir and create additional space with which to impound extraordinary inflow from the runoff.

At present, the existing snow-pack meets or exceeds record levels. In February the District commenced flood operations under what is known as the "Emergency Release Criteria for Lahontan Reservoir". The District will continue to operate under such criteria through the peak of the spring run-off.

TOTAL ESTIMATED PROJECT COST: _	\$1,200,000.00
AMOUNT REQUESTED FROM CWSD: _	\$50,000.00

**SOURCE OF OTHER FUNDS**: List all other sources of funds to be used to match funds requested from CWSD. List the provider of the matching funds and the amount requested from each provider.

ESTIMATED DATE PROJECT TO BEGIN: March, 2017

ESTIMATED TIME TO COMPLETE PROJECT: Congresses

**OTHER INFORMATION:** Provide any other information that may be important to the approval of this application.

## CWSD REQUEST FOR FLOOD PROTECTION PROJECT FUNDING

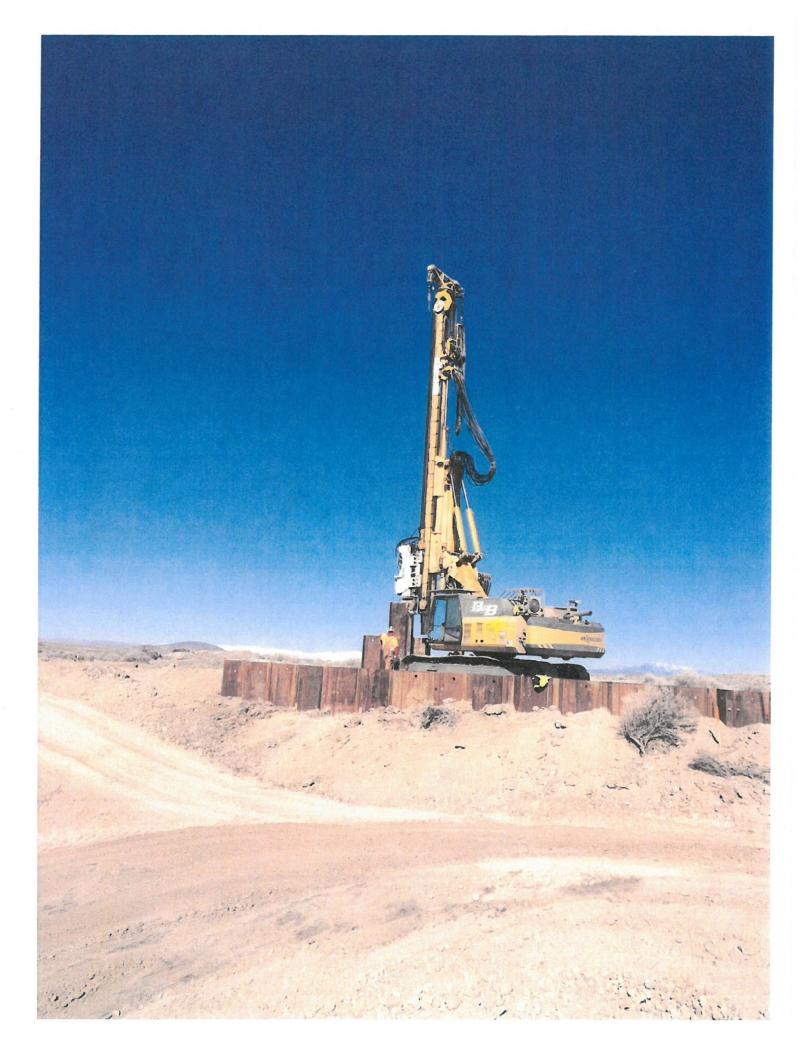
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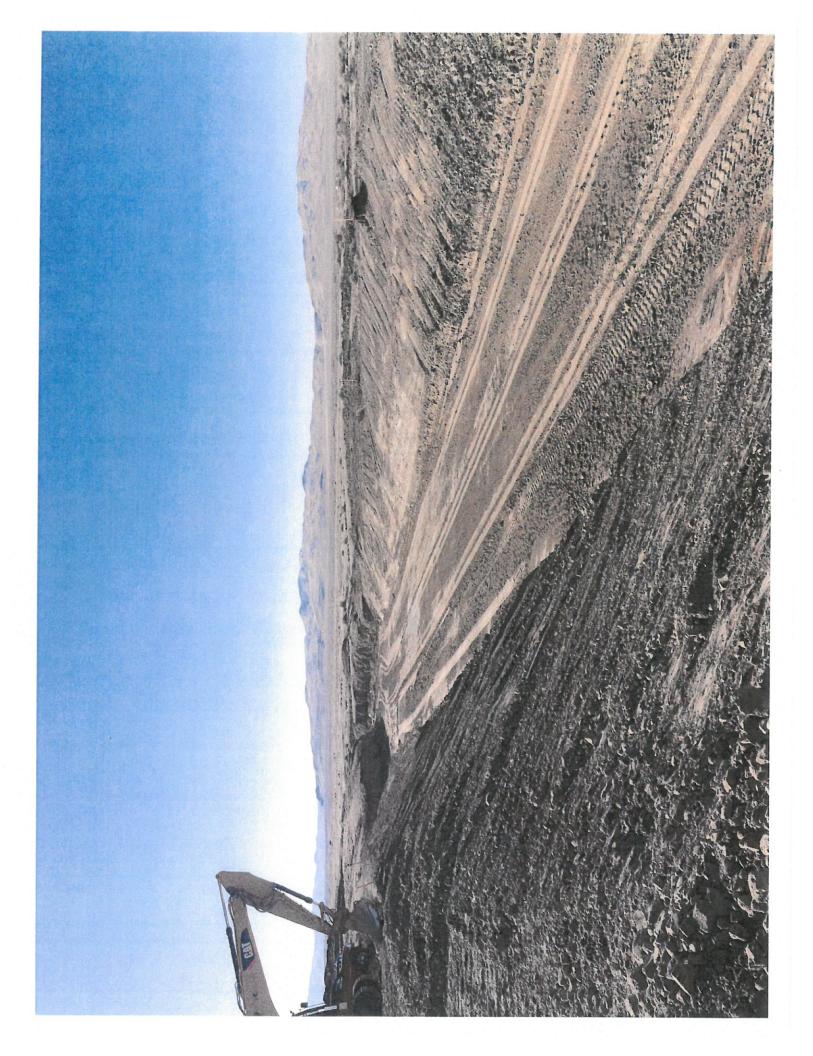
3

NAME: Rusty D Jardine, Esq.
TITLE: District Manager

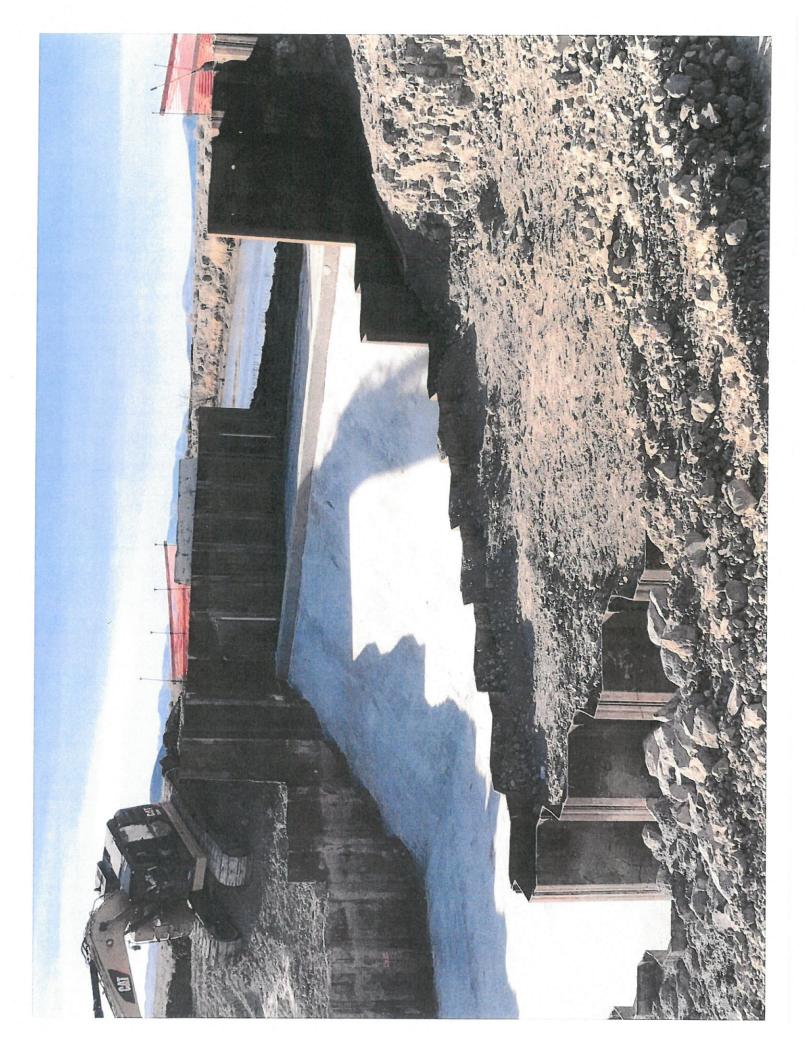
DATE: March 27, 2017

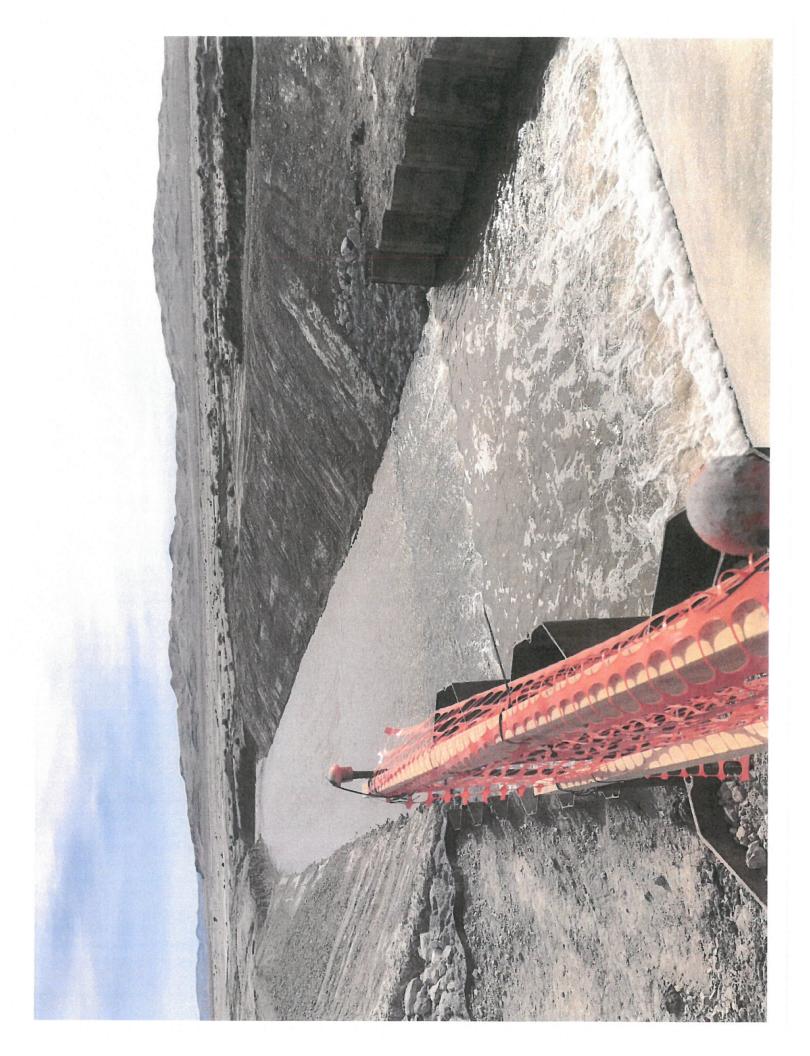
THE CARSON WATER SUBCONSERVANCY DISTRICT RESERVES THE RIGHT TO DENY ANY AND/OR ALL APPLICATIONS FOR FUNDING.

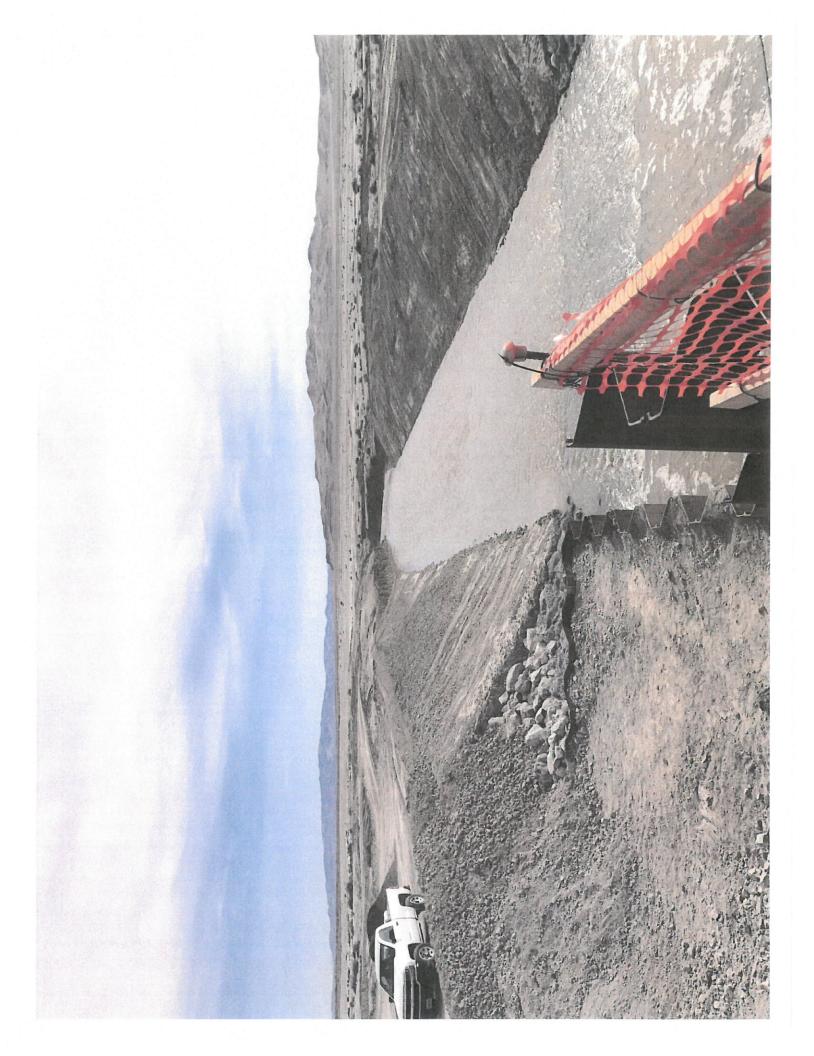


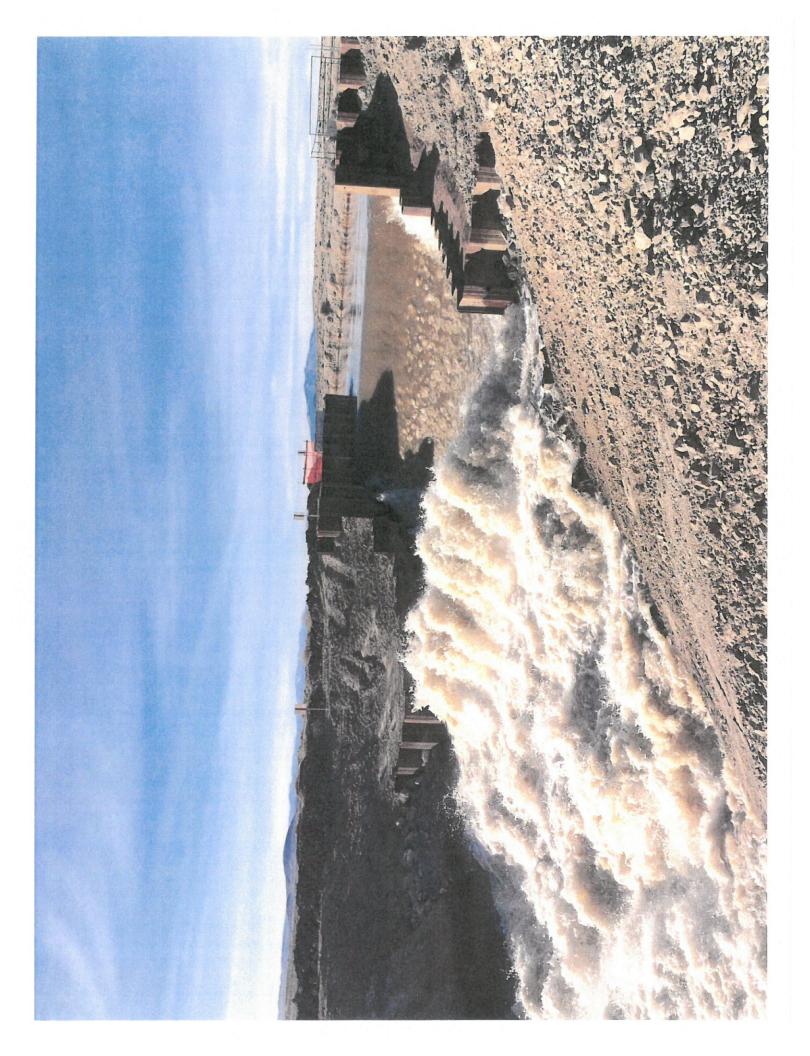














TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: APRIL 19, 2017

SUBJECT: Agenda Item #17 - Discussion and possible action regarding Part 1 of CWSD's Strategic Planning Session. (For Possible Action)

DISCUSSION: After several failed attempts to schedule a day-long strategic planning session it was decided to break the process into three parts to be included as part of April, May, and June Board meetings. Attached is an agenda for the strategic planning session.

- The first part will focus on the overview of CWSD's mission, goals, responsibilities, activities, and income and expenses.
- The second part will be a discussion on what the board sees as priorities and goals. This will be facilitated by Steve Lewis from the University of Nevada Cooperative Extension.
- The third part will be a discussion of the five- and ten-year budgets which staff will develop utilizing the goals set by the board in the second strategic planning session.

STAFF RECOMMENDATION: Provide direction to staff as appropriate.

## 2017 CWSD STRATEGIC PLANNING SESSION OUTLINE

The Strategic Planning Session will be broken into three parts. *Part One* will focus on who/what is CWSD, general functions, CRC program, historic goals, and funding. *Part Two* will focus on priorities the Board of Directors wants CWSD to pursue in the future. Staff will take the information gathered in Part Two and develop five-year and ten-year budgets to achieve these goals which will be reviewed and discussed in *Part Three*.

#### **PART ONE:**

#### **ORIENTATION/REVIEW**

Show the video on the watershed.

## Who/What is CWSD? (by Ed James)

- CWSD Authorization under Chapter 621 Statutes of Nevada 1989
- CWSD/Alpine County Joint Powers Agreement
- CWSD Mission
- General functions
  - Watershed coordination
  - o Future planning
  - o Funding coordination and grant administration
  - Impartial third party
  - o 208 Water Quality Management Entity for the Carson River Basin
  - Stakeholder coordination and facilitation
  - o Promote regional water systems interties
  - o Coordinate regional floodplain management
  - No regulatory authority

#### **Integrated Watershed Management: (by Brenda Hunt)**

- Overview of Watershed Program
- Carson River Coalition (CRC) & working groups/committees
  - Watershed Guiding Principals
  - O Adaptive Stewardship Plan (Watershed Management Plan)
    - Clean Water Act
  - Stakeholder Coordination
  - o Program Components
    - Floodplain Conservation & Management Regional Floodplain Management Plan & associated projects
    - Stormwater
    - Invasive Species (noxious weeds and aquatic species)
    - Water quality enhancement
    - River and Habitat Restoration
    - Recreational Use
    - Community Outreach & Education

## **CWSD Funding Accounts (by Ed James)**

- General Fund:
  - Administration
  - o Projects
  - o Programs
  - o Grants
- Acquisition/Construction Fund
- Floodplain Management Fund
- Fixed Assets includes Mud Lake, Lost Lakes, and Allegretti water rights, as well as office equipment

## **PART TWO:**

## **SHORT AND LONG-TERM GOALS:** (Facilitator Steve Lewis)

The Board will be asked to generate lists of short- and long-term goals/concerns they have for the watershed.

From the list generated the Board will group the ideas and prioritize the activities.

#### **PART THREE:**

Based on the list of priorities developed by the Board of Directors, staff will prepare five- and ten-year budgets to achieve these priorities. The Board will review and discuss these budgets.



TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: APRIL 19, 2017

SUBJECT: Agenda Item #18 - Discussion for possible action regarding the runoff prediction for 2017. (For Information Only)

DISCUSSION: Staff will give a presentation on the current 2017 runoff prediction.

STAFF RECOMMENDATION: Receive and file.



TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: APRIL 19, 2017

SUBJECT: Agenda Item #19 - Staff reports. (For Information Only)

DISCUSSION: The following is a list of meetings/activities attended by Ed James and staff since the last Board meeting on March 15, 2017:

- 3/16/17 Ed attended the Lyon County Board of Commissioners meeting regarding a Ramsey Canyon presentation by Kimley-Horn.
- 3/16/17 Debbie participated in the FEMA Mapping Information Platform (MIP) Users call.
- 3/16/17 Brenda participated in a Carson City Weed Coalition meeting.
- 3/17/17 Debbie demonstrated the floodplain model at an Environmental Education Trout in the Classroom fish release at Baily Pond in Carson City.
- 3/20/17 Ed participated in a FEMA Disaster Recovery training.
- 3/21/17 Ed met with representatives of the Washoe Tribe to discuss flooding impacts and future plans for the Virginia/Rocky Diversion project in Carson Valley.
- 3/22/17 Ed met with representatives from the US Army Corps of Engineers (US ACE), the State Historic Preservation Office (SHPO), Carson City Open Space, and the conservation districts to discuss meeting SHPO requirements in streambank restoration projects.
- 3/22/17 Ed served as moderator for a "Water is for Fighting, Whisky is for Drinking" Workshop.
- 3/27/17 Staff met with Chris Utley of Geeks of Nevada to discuss a comprehensive computer networking plan.
- 3/28/17 Ed participated in a Water for the Seasons Stakeholder Affiliate Group meeting at Desert Research Institute in Reno.
- 3/29/17 Shane, Debbie, and Toni participated in a 2017 Flood Awareness Week (FAW) planning meeting.
- 3/29/17 Debbie participated in a ND Grants System webinar.
- 3/31/17 Brenda, Shane, and Debbie met with representatives from Orangetree Productions regarding the four "Floodplains as a Community Assets" videos.
- 4/3/17 Brenda participated in a US ACE conference call regarding their booklet.
- 4/3/17 Staff met to discuss Strategic Planning.
- 4/4/17 Ed and Toni met with FEMA, Nevada Division of Emergency Management (NDEM), Nevada Division of State Lands (NDSL), and Dayton Valley Conservation District representatives regarding recovery from the 2017 flooding.
- 4/4/17 Ed met with FEMA and Carson Valley Conservation District representatives regarding recovery from the 2017 flooding.

- 4/5/17 Ed and Rob Holley of the Dayton Valley Conservation District (DVCD) toured potential river repair sites for inclusion in FEMA recovery from the 2017 flooding.
- 4/5/17 Ed met with NDEM representatives regarding 2017 flooding repairs.
- 4/6/17 Ed attended a Douglas County Commissioners meeting regarding the Johnson Lane project.
- 4/7/17 Brenda, Shane, and Debbie met to discuss the "Floodplains as a Community Asset" video series scripts.
- 4/7/17 Ed met with representatives of The Nature Conservancy at DRI in Reno regarding the Groundwater Ecosystem Assessment.
- 4/10/17 Ed met with Mitch Blum from HDR, Inc., and Norm Harry from the Washoe Tribe regarding the floodplain.
- 4/11/17 Ed participated in a Silver Jackets meeting at the Desert Research Institute (DRI) in Reno.
- 4/11/17 Ed participated in a planning session for Carson City Open Space field trips.
- 4/12/17 Ed, Brenda, and Debbie participated in the US ACE Alluvial Fan Workshop.
- 4/13/17 Ed testified before the Senator Finance Committee in favor of SB 503 for funding the State Clearing and Snagging Account.
- 4/13/17 Debbie helped Courtney Walker, Douglas County Floodplain Coordinator, with a booth for Safety Day at Lampe Park in Gardnerville.
- 4/13/17 Ed participated in a streamflow forecasts meeting with Nevada Division of Water Resources (NDWR) personnel.
- 4/13/17 Ed met with Kay Bennett to explain the results of the Ramsey Canyon Study.
- 4/14/17 Ed and Rich Wilkinson of the Carson Valley Conservation District (CVCD) toured potential river repair sites for inclusion in FEMA recovery from the 2017 flooding.
- 4/14/17 Ed participated in a Washoe Tribe meeting regarding the Virginia/Rocky Diversion project.
- 4/17/17 Debbie participated in a post Mapping Information Platform (MIP) training webinar.
- 4/17/17 Ed gave a water supply presentation to the Carson City Men's Club.
- 4/18/17 Ed had a conference call with a young man back east regarding Waters of the U.S.
- 4/18/17 Ed, Brenda, and Debbie met with the Michael Baker staff regarding scoping for the FEMA Discovery Update.
- 4/19/17 Brenda, Shane, and Debbie met with Jaime from Orangetree Studio to discuss the "Floodplains as a Community Asset" video series scripts.

Additional meetings/activities anticipated by staff until the end of April include:

- 4/20/17 Ed and Debbie will meet with Rhiannon Kucharski of the US Army Corps of Engineers (US ACE) and Bunny Bishop of NDWR for site visits of Carson River flood damage.
- 4/20/17 Shane will listen to a Strategy to Optimize Resource Management of Storm Water (STORMS) seminar entitled Municipal Finance of Stormwater Projects, offered by the California State Water Resource Control Board.
- 4/22/17 Staff will participate in the Alpine Watershed Group (AWG) Earth Day weed pull at Grover Hot Springs in Markleeville.
- 4/22/17 Brenda will demonstrate the floodplain model at the Fallon Paiute Shoshone Tribe's (FPST) Earth Day celebration at Oates Park in Fallon.
- 4/22/17 Debbie will participate in the Douglas County Earth Day events at Lampe Park in Gardnerville.
- 4/22/17 Ed will demonstrate the floodplain model at the Gardnerville Earth Day at Heritage Park in Gardnerville.
- 4/24/17 Debbie and an AmeriCorps volunteer will take Mesa groundwater measurements.
- 4/25/17 Shane and Toni will participate in a 2017 Flood Awareness Week (FAW) planning meeting.
- 4/25/17 Ed will listen to a webinar entitled Watershed Planning from Neighborhood Water Quality 1 (NWQ1) Perspective.
- 4/27/17 Brenda, Shane, and Toni will participate in a CRC Education Working Group meeting.

STAFF RECOMMENDATION: Receive and file.

