

**CARSON WATER SUBCONSERVANCY DISTRICT
BOARD OF DIRECTORS
AND CARSON RIVER/ALPINE COUNTY WATER SUBCONSERVANCY
JOINT POWERS AUTHORITY BOARD**

NOTICE OF PUBLIC MEETING

DATE: September 20, 2017
TIME: 6:30 P.M.
LOCATION: Nevada State Legislative Building
401 S. Carson St., Rm. #1214
Carson City, NV

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 three days in advance so that arrangements can be made.

1. Call to Order the Carson Water Subconservancy District (CWSD) Board of Directors
2. Roll Call
3. Pledge of Allegiance
4. Discussion Only: Public Comment - Action may not be taken on any matter brought up under public comment until scheduled on an agenda for action at a later meeting.
5. For Possible Action: Approval of Agenda
6. For Possible Action: Approval of the Board Meeting Minutes of August 16, 2017.

CONSENT AGENDA

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

7. For Possible Action: Approval of Treasurer's Report for August 2017.
8. For Possible Action: Payment of Bills for August 2017.
9. For Possible Action: Approval of Debbie Neddenriep's attendance at the Flood Managers Association Annual Conference in Long Beach, CA on September 5-8, 2017.

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

**RECESS TO CONVENE AS THE
CARSON RIVER/ALPINE COUNTY WATER SUBCONSERVANCY
JOINT POWERS AUTHORITY BOARD**

10. Roll Call
11. Discussion Only: Public Comment - Action may not be taken on any matter brought up under public comment until scheduled on an agenda for action at a later meeting.
12. For Possible Recommendation: Discussion regarding possible changes to the Joint Powers Agreement between Alpine County and CWSD and/or consideration of an alternative structure to involve Alpine County and Storey County in the Carson River Watershed process with CWSD.
13. For Possible Recommendation: Approval of Agreement # 2017-14 addressing funding from Alpine County, California to Carson Water Subconservancy District and compensating Alpine County Representatives for participation in the Alpine

Carson Water Subconservancy District Board of Directors and
Carson River/Alpine County Water Subconservancy Joint Powers Authority Board
9/20/17 Meeting Agenda

- County/Carson Water Subconservancy District Joint Powers Authority meetings.
14. For Possible Recommendation: Discussion regarding Interlocal Contract #2017-15 with Carson Valley Conservation District for funding in an amount of \$135,000 to assist with permitting and overseeing flood repairs along the Carson River in Douglas County and Carson City.
 15. For Possible Recommendation: Discussion regarding Interlocal Contract #2017-16 with Dayton Valley Conservation District for funding in an amount of \$32,000 to assist with permitting and overseeing flood repairs along the Carson River in Lyon County.
 16. For Possible Recommendation: Discussion regarding ownership, operation, and maintenance of the Carson River.
 17. Discussion Only: Public Comment - Action may not be taken on any matter brought up under public comment until scheduled on an agenda for action at a later meeting.

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

18. For Possible Action: Amend the CWSD Policy for Short Term Loans to the Conservation Districts and Watershed Organizations by increasing the individual and total loan amounts.
19. For Possible Action: Discussion regarding possible changes to the Joint Powers Agreement between Alpine County and CWSD and/or consideration of an alternative structure to involve Alpine County and Storey County in the Carson River Watershed process with CWSD.
20. For Possible Action: Approval of Agreement # 2017-14 addressing funding from Alpine County, California to Carson Water Subconservancy District and compensating Alpine County Representatives for participation in the Alpine County/Carson Water Subconservancy District Joint Powers Authority meetings.
21. For Possible Action: Approval of Interlocal Contract #2017-15 with Carson Valley Conservation District for funding in an amount of \$135,000 to assist with permitting and overseeing flood repairs along the Carson River in Douglas County and Carson City.
22. For Possible Action: Approval of Interlocal Contract #2017-16 with Dayton Valley Conservation District for funding in an amount of \$32,000 to assist with permitting and overseeing flood repairs along the Carson River in Lyon County.
23. Discussion Only: Staff Reports
 - General Manager
 - Legal
 - Correspondence
24. Discussion Only: Directors Reports
25. Discussion Only: Update on activities in Alpine County.
26. Discussion Only: Update on activities in Storey County.
27. Discussion Only: Public Comment - Action may not be taken on any matter brought up under public comment until scheduled on an agenda for action at a later meeting.
28. For Possible Action: Adjournment

Carson Water Subconservancy District Board of Directors and
Carson River/Alpine County Water Subconservancy Joint Powers Authority Board
9/20/17 Meeting Agenda

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

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

- | | |
|--|--|
| -Dayton Utilities Complex
34 Lakes Blvd
Dayton, NV | -Minden Inn Office Complex
1594 Esmeralda Avenue
Minden, NV |
| -Lyon County Administrative Building
27 S. Main St.
Yerington, NV | -Churchill County Administrative Complex
155 N Taylor St.
Fallon, NV |
| -Carson City Hall
201 N. Carson St.
Carson City, NV | -Carson Water Subconservancy District Office
777 E. William St., #110A
Carson City, NV |
| -Alpine County Administrative Building
99 Water St.
Markleeville, CA | -CWSD website:
http://www.cwsd.org |
| | -State public meetings website:
http://notice.nv.gov |

AFFIDAVIT OF POSTING

The undersigned affirms that on or before 9:00 A.M. on September 14, 2017, he/she posted a copy of the Notice of Public Meeting and Agenda for the September 20, 2017, regular meeting of the Carson Water Subconservancy District and the Carson River/Alpine County Water Subconservancy Joint Powers Authority Board, in accordance with NRS 241.020; said agenda was posted at the following location:

SIGNATURE

Name: _____

Title: _____

Date & Time of Posting: _____

AGENDA ITEM #6

**MINUTES OF LAST
BOARD MEETING**

CARSON WATER SUBCONSERVANCY DISTRICT
BOARD OF DIRECTORS AND
CARSON RIVER/ALPINE COUNTY WATER SUBCONSERVANCY
JOINT POWERS AUTHORITY BOARD MEETING

August 16, 2017, 6:30 P.M.

DRAFT Minutes

Chairman Abowd called the meeting of the Carson Water Subconservancy District (CWSD) to order at 6:30 p.m. in the Conference Room of NAI Alliance, 1000 N. Division St., #202, Carson City, NV. Roll call of the CWSD Board was taken and a quorum was determined to be present.

CWSD Directors present:

Karen Abowd, Chairman
Brad Bonkowski
Carl Erquiaga, Vice Chairman
Don Frensdorff
Barry Penzel
Chuck Roberts
Ernie Schank
Fred Stodieck
Steve Thaler

Directors not present:

Ken Gray
Doug Johnson

Staff present:

George Benesch, Legal Counsel
Edwin James, General Manager
Brenda Hunt, Watershed Program Manager
Toni Leffler, Administrative Assistant/Secretary to the Board

Also present:

David Griffith, Alpine County
Don Jardine, Alpine County
Austin Osborne, Storey County

The Pledge of Allegiance was led by Director Abowd.

Item #4 – Discussion Only: Public Comment – None.

Item #5 – For Discussion and Possible Action: Approval of Agenda. Due to some questions about meeting protocol at the July 19 meeting, the Agenda for this meeting has been divided between actionable items for the CWSD Board and for the Carson River/Alpine County Water Subconservancy Joint Powers Authority (JPA) Board. *Director Schank made the motion to approve the agenda. The motion was seconded by Director Stodieck and unanimously approved by the CWSD Board.*

Item #6 – For Discussion and Possible Action: Approval of the Board Meeting Minutes from June 21, 2017, and July 19, 2017. Director Abowd corrected the July 19 minutes to reflect that on Item #11 the donated Alpine Aspen Festival auction item raised \$1,200 for the Greenhouse Project in Carson City instead of \$12,000. Mr. Griffith noted that in the July 19 minutes on Item #13 he was the director who talked about Muscle Powered Recreation instead of Director Jardine. *Director Abowd made the motion to approve the minutes of the June 21 and July 19, 2017, Board meetings as amended. The motion was seconded by Director Bonkowski and unanimously approved by the CWSD Board.*

CONSENT AGENDA

Item #7 – For Discussion and Possible Action: Approval of Treasurer’s Report for June and July 2017.

Item #8 – For Discussion and Possible Action: Payment of Bills for June and July 2017.

Item #9 – For Discussion and Possible Action: Approval of expense items which are more than 5% over budget for FY 2016-17.

Item #10 – For Discussion and Possible Action: Review of CWSD’s Criteria for Budget Expenditures.

There was no public comment. *Director Schank made the motion to approve Items #7-10 of the Consent Agenda. The motion was seconded by Director Stodieck and unanimously approved by the CWSD Board.*

END OF CONSENT AGENDA

RECESS TO CONVENE AS THE CARSON RIVER/ALPINE COUNTY WATER SUBCONSERVANCY JOINT POWERS AUTHORITY BOARD

Item #11 – Roll Call – Director Abowd convened the Carson River/Alpine County Water Subconservancy Joint Powers Authority (JPA) Board and a roll call was taken.

JPA Directors present:

- Karen Abowd, Chairman
- Brad Bonkowski
- Carl Erquiaga, Vice Chairman
- Don Frensdorff
- David Griffith
- Don Jardine, Treasurer
- Barry Penzel
- Chuck Roberts
- Ernie Schank
- Fred Stodieck
- Steve Thaler

Directors not present:

Ken Gray

Doug Johnson

Item #12 – Discussion Only: Public Comment – None.

Item #13 – For Discussion and Possible Action: Update from George Benesch regarding the Carson River/Alpine County Water Subconservancy Joint Powers Authority Board. Mr. Benesch explained that last meeting Director Roberts brought up some concerns about how the Joint Powers Authority (JPA) Board is included at Board meetings. Mr. Benesch talked with Caroline Bateman of the Attorney General's (AG) office and sent copies of the agenda and what he understood to be the concerns of Director Roberts, along with a copy of the August 6, 2001, letter from the AG approving the JPA. Mr. Benesch was supposed to meet with Ms. Bateman, but the meeting was cancelled because of a new protocol in the AG's office about meeting in the absence of a complaint. Her perusal of the proposed agenda presented no problem in her opinion with both meetings being on one agenda. In the absence of more discussion with the AG's office, Mr. James, Mr. Benesch, and Director Abowd worked together to come up with the current agenda format trying to address the Open Meeting Law concerns expressed by Director Robert.

Mr. James added that we need to update the Joint Powers Agreement (JPA) to remove some language which was needed in 2001 but is no longer necessary. Director Schank asked what needs to be changed in the JPA. Mr. James responded that on page 80 of the Board package, the last sentence of Article II Section 1 in brackets needs to be removed. Also, Exhibit A was to incorporate Alpine County's concerns but needs to be changed. There is also some concern about the statement that any expenditure of funds in Alpine County needs a unanimous vote.

Director Schank noted that the Administrative Committee looked at the policies regarding board officers and suggested that the requirement to be an elected official be removed. Mr. James mentioned that revisions to the officers policy will be presented to the Board in a future meeting.

Director Penzel noted that in Article IV Section 7, the last sentence should read "from" instead of "form." Also, he noted that in the letter from the AG dated August 6, 2001, the AG asked to be signatory as to "approval as to form and legal compatibility." Mr. Benesch explained that this was not done because that process would not have been timely for getting the JPA in place and the letter is the AG's confirmation that the agreement is in compliance with Nevada laws.

Director Roberts explained that amending the JPA is not a part of the Open Meeting Law issue. He cited the Sandoval vs. Board of Regents where the scope of the discussion violated the Open Meeting Law by going beyond what was on the agenda. Therefore, clarity of the agenda item must be specific to know clearly what you're talking about. Director Robert noted that the current agenda meets Open Meeting Law, but he still has some concerns about a co-mingling of funds between CWSD and the JPA. Motions were made by non-CWSD Board members about spending CWSD funds. Once an error is discovered, we are obligated to fix it.

Director Roberts noted that the trend in Open Meeting Law complaints is to use complaints as a tool for retaliation when someone is unhappy with the result of a meeting. He thinks our problem is a paperwork "ball point pen" issue.

Director Penzel clarified that the JPA is between the CWSD and Alpine County as political subdivisions. Mr. James emphasized that the ultimate goal is everyone working together legally. He noted that Director Roberts suggested a possible legislative action but that's two years away. In the meantime, CWSD policies may need to be changed to recognize Alpine County representatives.

Director Schank asked if we need to look at the CWSD office staff and change titles to reflect that they represent the JPA Board. Mr. James confirmed that the office staff are CWSD employees. Director Bonkowski suggested that the language could be changed in Article III, Section 1 which states: "Each party shall bear its own wages, disability payments, pension payments, and workers compensation costs for any personnel utilized for the provision of services under this agreement."

Director Roberts questioned the JPA Board reviewing the CWSD General Manager who is an employee of CWSD.

Director Abowd asked Mr. Benesch whether it is worthwhile for he and the Alpine County District Attorney to get together to revise the JPA. Mr. Benesch agreed that he and Mr. James should meet with the Alpine County DA. A Board action can create the audit trail for transactions. Revamping the JPA doesn't require the AG's office involvement. We are under an umbrella that protects everyone.

Director Schank suggested changing the agendas for committee meetings too and change the names from "committees" to "subcommittees." Mr. James noted that the JPA Board section is to give everyone the opportunity to express their ideas, with action reserved for the CWSD Board section.

Director Abowd summarized that Director Roberts, Mr. Benesch, and Mr. James will get together to review the issues and a name change for the JPA Board.

Public Comment: Austin Osborne suggested that whatever these matters are, a qualified, licensed attorney should make the determinations. CWSD and Storey County agree that Storey County should approach the Legislature in 2019 about joining the CWSD.

Director Erquiaga clarified that when the CWSD Board is convened, the Alpine County members of the JPA Board can only join the discussion as public comment.

Item #14 – For Discussion and Possible Action: Approval of the Agency Agreement with the NEON Agency to develop a Healthy Watershed Marketing Campaign for the Watershed Literacy Program. Mr. James explained that the Healthy Watershed Marketing Campaign is under the Watershed Literacy Program grant from NDEP. Director Griffith reviewed the contract and suggested changes and will be part of developing a standard agreement for CWSD. Mr. James went over some of the suggested changes.

There was no board or public comment. *Director Schank made the motion to recommend to the CWSD Board to approve the NEON agreement. The motion was seconded by Director Griffith and unanimously approved by the JPA Board.*

Item #15 – For Discussion and Possible Action: To review and evaluate the annual performance of the General Manager. Director Abowd explained that the Administration Committee reviewed Mr. James' performance evaluations. Mr. James noted that he meets with most Board members to discuss specifically any issues or concerns of that Board member.

Director Abowd asked if there were any Board comments about the General Manager's review and there were none.

Public Comment: Mr. Osborne commented that working with Mr. James is a pleasure, and Brenda Hunt commented as a staff member that Mr. James is also a pleasure to work with.

Director Schank made the motion to recommend to the CWSD Board to give the General Manager an outstanding evaluation. The motion was seconded by Director Stodieck and unanimously approved by the JPA Board, with the abstention by Director Roberts because he felt this item is outside the purview of the JPA Board.

Item #16 – Discussion Only: Public Comment. None.

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

Item #17 – For Discussion and Possible Action: Update from George Benesch regarding the Carson River/Alpine County Water Subconservancy Joint Powers Authority Board. Discussion about this item having taken place under Item #13, Director Schank asked whether the CWSD Board needs to make a motion. Mr. James clarified the new JPA review/CWSD action process.

There was no public comment. *Director Bonkowski made the motion to incorporate the comments from the JPA Board and staff to revise the Joint Powers Agreement with Alpine County. The motion was seconded by Director Thaler and unanimously approved by the CWSD Board.*

Item #18 – For Discussion and Possible Action: Approval of the Agency Agreement with the NEON Agency to develop a Healthy Watershed Marketing Campaign for the Watershed Literacy Program. Discussion about this item having taken place under Item #14, there was no additional comment at this point.

There was no public comment. *Director Schank made the motion to accept the recommendation from the JPA Board to approve entering into the Agency Agreement with NEON Agency to develop a Healthy Watershed Marketing Campaign for the Watershed Literacy Program and authorize the General Manager to sign the Agreement. The motion was seconded by Director Bonkowski and unanimously approved by the CWSD Board.*

Director Abowd requested that public comment be put after each item on future agendas.

Item #19 – For Discussion and Possible Action: To review and evaluate the annual performance of the General Manager and the possible annual longevity award of \$500. Discussion about this item having taken place under Item #15, Director Roberts commented that Mr. James is unique

in that he can reach varied entities and audiences better than most people he knows. He is genuinely concerned about including everyone.

Director Schank agreed with Director Roberts' remarks about Mr. James doing a remarkable job of bringing together a forum that reaches much farther than water issues. The networking that is achieved from being on this board is very valuable.

Director Bonkowski asked if the \$500 annual longevity award is cumulative. Mr. James clarified that the \$500 is a single payment given each year to an employee who has topped out in their salary range and receives a satisfactory or better review.

There was no public comment. *Director Bonkowski made the motion to give the General Manager an outstanding annual performance review and authorize the annual longevity award of \$500. The motion was seconded by Director Erquiaga and unanimously approved by the CWSD Board.*

Item #20 –Discussion Only: Staff Reports
General Manager - Mr. James reported:

- He had a meeting last week with the conservation districts and State Lands to talk about the damages to the river. He felt that it ended up being very positive. Everyone understands that we need to work together to deal with river repairs when there is more flooding. State Lands agreed to work with the counties, CWSD, the conservation districts, and ranchers. Director Penzel asked if the Clearing and Snagging funding have been awarded. Mr. James responded that the state has received applications and should soon be making the award. Director Penzel asked that this topic be placed on the next Board meeting agenda.
- Mr. James will be meeting with the Bureau of Reclamation to look at remapping the floodplains in Churchill County.
- It looks like CWSD will be receiving FEMA MAS #8 funding. This round will include Area Drainage Master Plan for the Dayton Area, updating flood ordinances, and the public flood awareness campaign. The funding will also cover all CWSD's staff time.
- The Discovery update meeting went well yesterday.
- Mr. James invited the Board to attend the Nevada Water Resources Association's 2017 Fall Water Event on September 27, 28, 2017.
- Mr. James was asked to give details about the public meeting on the Johnson Lane Area Drainage Plan. Mr. James reported that JE Fuller Engineering has been hired to develop the plan to deal with the funding issues in the Johnson Lane area. J.E. Fuller held an Open House meeting to let the public know about the project and to get their input, and 127 people showed up for public meeting.

Legal –Mr. Benesch had nothing additional to report.

Item #21 – Discussion Only: Update on activities in Storey County. Mr. Osborne reported that the weed management project is ending, Storey County Public Works did work on the Six Mile Canyon road repair, and the county is working on their sewer project.

Item #22- Discussion Only: Directors' Reports

Director Bonkowski thanked everyone who came to meet in his office's conference room.

Public Comment: Director Griffith reported that EPA, in conjunction with the Lahontan Water Quality Control Board, has created a program for the West Fork of the Carson River to be completed by 2020 to allow them to make recommendations on the Total Minimum Daily Load (TMDL).

There were no other Directors' reports.

Item #23 – Discussion Only: Public Comment. None.

There being no further business to come before the Board, Director Schank made the motion, seconded by Director Stodieck, and Director Abowd adjourned the meeting at 8:07 p.m.

Respectfully submitted,

Toni Leffler
Secretary

AGENDA ITEM #7

TREASURER'S REPORT

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

09/05/17

Balance Sheet

Accrual Basis

As of August 31, 2017

	Aug 31, 17
ASSETS	
Current Assets	
Checking/Savings	
1010-00 · Cash in Checking - B of A	12,899.16
1011-00 · Petty Cash	100.00
1014-00 · Local Gov't Inv. Pool-Regular	550,832.91
1029-00 · Bank of America-Savings	146.32
Total Checking/Savings	563,978.39
Other Current Assets	
1055-00 · Payroll Deposit - Carson City	500.00
Total Other Current Assets	500.00
Total Current Assets	564,478.39
TOTAL ASSETS	564,478.39
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
3307-00 · CC Payroll Due	22,574.32
3360-00 · Accrued Vacation	21,313.02
3362-00 · Accrued sick leave	42,086.47
Total Other Current Liabilities	85,973.81
Total Current Liabilities	85,973.81
Total Liabilities	85,973.81
Equity	
4000-00 · Fund Balance	652,491.55
Net Income	-173,986.97
Total Equity	478,504.58
TOTAL LIABILITIES & EQUITY	564,478.39

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

09/05/17

Profit & Loss YTD Comparison

Accrual Basis

August 2017

	Aug 17	Jul - Aug 17
Ordinary Income/Expense		
Income		
5009-00 · Churchill County Ad Valorem		10,027.67
5010-00 · Lyon County Ad Valorem		7,219.25
5011-00 · Douglas County Ad Valorem	30,264.74	30,791.53
5012-00 · Carson City Ad Valorem		1,144.18
5022-00 · Water Lease - Mud Lake		21,232.07
5023-00 · Water Lease-Lost Lakes		10,548.09
5031-00 · Interest Income-LGIP Reg.	593.89	1,308.41
5050-00 · Watershed Coordinator		
5050-10 · NDEP Watershed Coord. 2015-18		22,692.09
Total 5050-00 · Watershed Coordinator		22,692.09
5063-00 · Environmental Education Program		
5063-04 · NDEP-Env.Ed.Coord.2015-17		15,815.83
Total 5063-00 · Environmental Education Program		15,815.83
5093-00 · FEMA - MAS #6	6,473.80	32,757.30
5094-00 · NDEP-VA/Rocky Bank Stab.Design		15,285.84
5095-00 · NDEP-WS Literacy Implementation	610.11	610.11
5098-00 · FEMA -MAS #7		20,931.69
5099-00 · NDEP-WS Lit.Implement.-Phase 3	1,405.99	1,405.99
Total Income	39,348.53	191,770.05
Expense		
7015-00 · Salaries & Wages	28,976.65	59,400.62
7020-00 · Employee Benefits	11,468.00	23,200.01
7021-00 · Workers Comp Ins.	387.00	604.75
7101-00 · Director's Fees		
7101-01 · Director Benefits		17.78
7101-00 · Director's Fees - Other		1,120.00
Total 7101-00 · Director's Fees		1,137.78
7102-00 · Insurance	-163.00	5,569.76
7103-00 · Office Supplies	243.23	805.65
7104-00 · Postage	55.77	97.52
7105-00 · Rent		4,314.00
7106-00 · Telephone/Internet	299.94	599.88
7107-00 · Travel-transport/meals/lodging		
7107-01 · Car Allowance	566.42	1,132.84
7107-00 · Travel-transport/meals/lodging - Other	617.43	787.77
Total 7107-00 · Travel-transport/meals/lodging	1,183.85	1,920.61
7108-00 · Dues & Publications	224.92	224.92
7111-00 · Office Equipment	469.99	469.99
7114-00 · Outside Professional Services		1,700.00
7116-00 · Legal	3,395.13	6,758.46
7120-00 · Integrated Watershed Programs		
7120-07 · Watershed Tour		26.95
7120-30 · Watershed Coord.Exp. 2015-18	497.31	1,128.77
Total 7120-00 · Integrated Watershed Programs	497.31	1,155.72
7125-00 · Environmental Ed.Coord.Exp.		
7125-02 · Env.Ed.Coord.Exp. 2015-17	3,789.38	7,401.56
Total 7125-00 · Environmental Ed.Coord.Exp.	3,789.38	7,401.56
7332-00 · Carson River Work Days		
7332-02 · CR Work Days 2016-17		16,993.14
Total 7332-00 · Carson River Work Days		16,993.14

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

09/05/17

Profit & Loss YTD Comparison

Accrual Basis

August 2017

	Aug 17	Jul - Aug 17
7337-00 · Carson River Restoration		
7337-01 · Upper Carson River Grant.		
7337-17 · CVCD-CV Clearing & Snagging	5,229.90	17,120.69
Total 7337-01 · Upper Carson River Grant.	5,229.90	17,120.69
7337-03 · Dayton Valley Conserv		
7337-31 · DVCD-Restoration Proj.2015-17	12,684.01	12,684.01
7337-32 · DVCD-Storey Co. Weed Abatement		2,500.00
Total 7337-03 · Dayton Valley Conserv	12,684.01	15,184.01
Total 7337-00 · Carson River Restoration	17,913.91	32,304.70
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
7404-03 · Noxious Weed Control-CarsonCity		15,000.00
7404-04 · Noxious Weed Control-Lyon Co.		9,828.51
Total 7404-00 · Noxious Weeds Control-CR Wtrshd	15,000.00	54,828.51
7427-00 · FEMA MAS #6		
7427-02 · Goni Cr(CC)-M.Baker	4,472.00	8,676.25
7427-03 · Ramsey (LyCo)-Kimley & ROA	1,500.00	7,150.00
7427-04 · CC Inundation Map-Kimley		3,864.70
7427-05 · Public Outreach-Orangetree		12,000.00
7427-00 · FEMA MAS #6 - Other	3.91	10.52
Total 7427-00 · FEMA MAS #6	5,975.91	31,701.47
7428-00 · NDEP-VA/Rocky Bank Stab. Design		0.05
7429-00 · NDEP-Wtrshd Lit.Implementation	2.33	12.54
7430-00 · NFWF - Weed Mgmt.		3,730.47
7432-00 · FEMA MAS #7		
7432-01 · Voltaire Cyn.-Cardno	4,222.47	4,222.47
7432-02 · Johnson Ln.-JE Fuller	66,077.78	85,731.34
7432-04 · Discovery Flood Plan Update(MB)	2,776.00	2,776.00
7432-00 · FEMA MAS #7 - Other	9.83	16.98
Total 7432-00 · FEMA MAS #7	73,086.08	92,746.79
7433-00 · NDEP-WS Lit.Impl.-Phase 3	4.97	10.91
7630-00 · Lyon County Projects		
7630-11 · USGS Maint Costs-Dayton Gauge	5,375.00	5,375.00
Total 7630-00 · Lyon County Projects	5,375.00	5,375.00
7640-00 · Churchill County Projects		
7640-09 · Lahontan Vly.Wtr.Lvl.Measure.		3,792.05
7640-16 · Dixie Vly.Wtr.Lvl.Measurement		8,900.16
Total 7640-00 · Churchill County Projects		12,692.21
Total Expense	168,186.37	365,757.02
Net Ordinary Income	-128,837.84	-173,986.97
Net Income	-128,837.84	-173,986.97

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

09/05/17

Profit & Loss Budget vs. Actual

Accrual Basis

July through August 2017

	Jul - Aug 17	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5008-00 · Alpine Co. Joint Powers contrib		9,500.00	-9,500.00	
5009-00 · Churchill County Ad Valorem	10,027.67	202,623.80	-192,596.13	4.9%
5010-00 · Lyon County Ad Valorem	7,219.25	159,278.00	-152,058.75	4.5%
5011-00 · Douglas County Ad Valorem	30,791.53	509,928.53	-479,137.00	6.0%
5012-00 · Carson City Ad Valorem	1,144.18	392,614.77	-391,470.59	0.3%
5022-00 · Water Lease - Mud Lake	21,232.07	52,500.00	-31,267.93	40.4%
5023-00 · Water Lease-Lost Lakes	10,548.09	2,000.00	8,548.09	527.4%
5025-00 · Int. Inc.-US Bank CD				
5031-00 · Interest Income-LGIP Reg.	1,308.41	4,000.00	-2,691.59	32.7%
5044-00 · Int-1st Independent Bk of NV CD				
5045-00 · Interest Income-B of A Savings		20.00	-20.00	
5050-00 · Watershed Coordinator				
5050-07 · CRC donation				
5050-10 · NDEP Watershed Coord. 2015-18	22,692.09	20,930.00	1,762.09	108.4%
5050-12 · NDEP-WS Coordinator 2018		24,810.00	-24,810.00	
5050-00 · Watershed Coordinator - Other				
Total 5050-00 · Watershed Coordinator	22,692.09	45,740.00	-23,047.91	49.6%
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	15,815.83	10,400.00	5,415.83	152.1%
5063-05 · NDEP-Env.Ed.Coord. 2017-18		49,550.00	-49,550.00	
Total 5063-00 · Environmental Education Program	15,815.83	59,950.00	-44,134.17	26.4%
5082-00 · Alpine Co.-CASGEM Grant		1,450.00	-1,450.00	
5083-00 · Al.Co.-Mesa GW Monitoring Grant		1,400.00	-1,400.00	
5087-00 · FEMA MAS #4 (Flood Maps)				
5092-00 · FEMA - MAS #5				
5093-00 · FEMA - MAS #6	32,757.30	3,542.00	29,215.30	924.8%
5094-00 · NDEP-VA/Rocky Bank Stab.Design	15,285.84		15,285.84	100.0%
5095-00 · NDEP-WS Literacy Implementation	610.11	31,136.00	-30,525.89	2.0%
5096-00 · NFWF-Weed Mgmt.		18,900.00	-18,900.00	
5097-00 · BLM-Weed Mgmt. Grant		31,360.00	-31,360.00	
5098-00 · FEMA -MAS #7	20,931.69	384,900.00	-363,968.31	5.4%
5099-00 · NDEP-WS Lit.Implement.-Phase 3	1,405.99	66,790.00	-65,384.01	2.1%
Total Income	191,770.05	1,983,533.10	-1,791,763.05	9.7%
Expense				
7015-00 · Salaries & Wages	59,400.62	375,000.00	-315,599.38	15.8%
7020-00 · Employee Benefits	23,200.01	149,000.00	-125,799.99	15.6%
7021-00 · Workers Comp Ins.	604.75	1,500.00	-895.25	40.3%
7101-00 · Director's Fees				
7101-01 · Director Benefits	17.78			
7101-00 · Director's Fees - Other	1,120.00	13,500.00	-12,380.00	8.3%
Total 7101-00 · Director's Fees	1,137.78	13,500.00	-12,362.22	8.4%
7102-00 · Insurance	5,569.76	6,500.00	-930.24	85.7%
7103-00 · Office Supplies	805.65	3,000.00	-2,194.35	26.9%
7104-00 · Postage	97.52	800.00	-702.48	12.2%
7105-00 · Rent	4,314.00	25,780.00	-21,466.00	16.7%
7106-00 · Telephone/Internet	599.88	4,000.00	-3,400.12	15.0%
7107-00 · Travel-transport/meals/lodging				
7107-01 · Car Allowance	1,132.84			
7107-00 · Travel-transport/meals/lodging - Other	787.77	16,000.00	-15,212.23	4.9%
Total 7107-00 · Travel-transport/meals/lodging	1,920.61	16,000.00	-14,079.39	12.0%

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

09/05/17

Profit & Loss Budget vs. Actual

Accrual Basis

July through August 2017

	Jul - Aug 17	Budget	\$ Over Budget	% of Budget
7108-00 · Dues & Publications	224.92	1,200.00	-975.08	18.7%
7109-00 · Miscellaneous Expense		1,500.00	-1,500.00	
7110-00 · Seminars & Education		3,000.00	-3,000.00	
7111-00 · Office Equipment	469.99	3,000.00	-2,530.01	15.7%
7112-00 · Bank Charges		200.00	-200.00	
7114-00 · Outside Professional Services	1,700.00	10,000.00	-8,300.00	17.0%
7115-00 · Accounting		16,000.00	-16,000.00	
7116-00 · Legal	6,758.46	40,700.00	-33,941.54	16.6%
7117-00 · Lost Lakes Expenses		11,000.00	-11,000.00	
7118-00 · Mud Lake O & M		1,000.00	-1,000.00	
7120-00 · Integrated Watershed Programs				
7120-07 · Watershed Tour	26.95	6,000.00	-5,973.05	0.4%
7120-08 · Invasive Species Programs				
7120-30 · Watershed Coord.Exp. 2015-18	1,128.77	8,444.00	-7,315.23	13.4%
7120-31 · NDEP-WS Program Exp. 2018		2,000.00	-2,000.00	
Total 7120-00 · Integrated Watershed Programs	1,155.72	16,444.00	-15,288.28	7.0%
7125-00 · Environmental Ed.Coord.Exp.				
7125-02 · Env.Ed.Coord.Exp. 2015-17	7,401.56	8,360.00	-958.44	88.5%
7125-03 · Env. Ed. Coord. Exp. 2017-18		46,430.00	-46,430.00	
Total 7125-00 · Environmental Ed.Coord.Exp.	7,401.56	54,790.00	-47,388.44	13.5%
7215-00 · Sierra NV Journeys-Family Night		3,000.00	-3,000.00	
7332-00 · Carson River Work Days				
7332-02 · CR Work Days 2016-17	16,993.14			
7332-03 · CR Work Days 2017-18		26,000.00	-26,000.00	
Total 7332-00 · Carson River Work Days	16,993.14	26,000.00	-9,006.86	65.4%
7337-00 · Carson River Restoration				
7337-01 · Upper Carson River Grant.				
7337-15 · CVCD-Bioengr/Erosion Control-CV				
7337-17 · CVCD-CV Clearing & Snagging	17,120.69	105,000.00	-87,879.31	16.3%
Total 7337-01 · Upper Carson River Grant.	17,120.69	105,000.00	-87,879.31	16.3%
7337-02 · Carson River Adv. Gr.				
7337-23 · Golden Eagle Ln Erosion		60,000.00	-60,000.00	
Total 7337-02 · Carson River Adv. Gr.		60,000.00	-60,000.00	
7337-03 · Dayton Valley Conserv				
7337-31 · DVCD-Restoration Proj.2015-17	12,684.01			
7337-32 · DVCD-Storey Co. Weed Abatement	2,500.00	2,000.00	500.00	125.0%
7337-33 · DVCD--Restoration Proj. 2017-19		176,500.00	-176,500.00	
Total 7337-03 · Dayton Valley Conserv	15,184.01	178,500.00	-163,315.99	8.5%
7337-04 · Lahontan Conserv.Dist		15,000.00	-15,000.00	
Total 7337-00 · Carson River Restoration	32,304.70	358,500.00	-326,195.30	9.0%
7404-00 · Noxious Weeds Control-CR Wtrshd				
7404-01 · Noxious Weed Control-Alpine Co.	15,000.00	15,000.00		100.0%
7404-02 · Noxious Weed Control-Douglas Co	15,000.00	15,000.00		100.0%
7404-03 · Noxious Weed Control-CarsonCity	15,000.00	15,000.00		100.0%
7404-04 · Noxious Weed Control-Lyon Co.	9,828.51	15,000.00	-5,171.49	65.5%
7404-05 · Noxious Weed Control-Churchill		15,000.00	-15,000.00	
Total 7404-00 · Noxious Weeds Control-CR Wtrshd	54,828.51	75,000.00	-20,171.49	73.1%
7420-00 · FEMA MAS #4 (Flood Map)				
7426-00 · FEMA MAS #5-Charter/Map/Model				
7427-00 · FEMA MAS #6				
7427-02 · Goni Cr(CC)-M.Baker	8,676.25			
7427-03 · Ramsey (LyCo)-Kimley & ROA	7,150.00			

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

09/05/17

Profit & Loss Budget vs. Actual

Accrual Basis

July through August 2017

	Jul - Aug 17	Budget	\$ Over Budget	% of Budget
7427-04 · CC Inundation Map-Kimley	3,864.70			
7427-05 · Public Outreach-Orangetree	12,000.00			
7427-00 · FEMA MAS #6 - Other	10.52	1,920.00	-1,909.48	0.5%
Total 7427-00 · FEMA MAS #6	31,701.47	1,920.00	29,781.47	1,651.1%
7428-00 · NDEP-VA/Rocky Bank Stab. Design				
7428-01 · CWSD match-VA/Rocky Design				
7428-00 · NDEP-VA/Rocky Bank Stab. Design - Other	0.05		0.05	100.0%
Total 7428-00 · NDEP-VA/Rocky Bank Stab. Design	0.05		0.05	100.0%
7429-00 · NDEP-Wtrshd Lit.Implementation	12.54	30,251.00	-30,238.46	0.0%
7430-00 · NFWF - Weed Mgmt.	3,730.47	14,400.00	-10,669.53	25.9%
7431-00 · BLM - Weed Mgmt.		29,090.00	-29,090.00	
7432-00 · FEMA MAS #7				
7432-01 · Voltaire Cyn.-Cardno	4,222.47			
7432-02 · Johnson Ln.-JE Fuller	85,731.34			
7432-04 · Discovery Flood Plan Update(MB)	2,776.00			
7432-00 · FEMA MAS #7 - Other	16.98	356,809.00	-356,792.02	0.0%
Total 7432-00 · FEMA MAS #7	92,746.79	356,809.00	-264,062.21	26.0%
7433-00 · NDEP-WS Lit.Impl.-Phase 3	10.91	61,290.00	-61,279.09	0.0%
7500-00 · USGS Stream Gage Contract		75,530.00	-75,530.00	
7508-00 · USGS Do.Co.WQ & GW Monitoring				
7508-01 · Do/LyCo WQ/GW Mon. 2015-17				
7508-02 · Do/LyCo WQ/GW Mon. 2017-19		14,400.00	-14,400.00	
Total 7508-00 · USGS Do.Co.WQ & GW Monitoring		14,400.00	-14,400.00	
7524-00 · USGS-GW Lvl & WQ in Ch.Co.				
7524-01 · USGS-GW Lvl & WQ-ChCo 2014-17				
Total 7524-00 · USGS-GW Lvl & WQ in Ch.Co.				
7526-00 · USGS-Eagle/Dayton/Ch.Vly.Mon.		19,195.00	-19,195.00	
7600-00 · Alpine County Projects				
7600-05 · Alpine Watershed Programs		20,000.00	-20,000.00	
7600-09 · Al.Co.-CASGEM		10.00	-10.00	
7600-10 · Al.Co.-Mesa GW Monitoring		10.00	-10.00	
Total 7600-00 · Alpine County Projects		20,020.00	-20,020.00	
7610-00 · Douglas County Projects				
7610-10 · Do.Co.Reg.Pipeline Debt Service		125,000.00	-125,000.00	
7610-18 · DoCo-Sierra Country Estates				
Total 7610-00 · Douglas County Projects		125,000.00	-125,000.00	
7620-00 · Carson City Projects				
7620-11 · CC Reg.Pipeline Debt Service		125,000.00	-125,000.00	
Total 7620-00 · Carson City Projects		125,000.00	-125,000.00	
7630-00 · Lyon County Projects				
7630-11 · USGS Maint Costs-Dayton Gauge	5,375.00	9,300.00	-3,925.00	57.8%
Total 7630-00 · Lyon County Projects	5,375.00	9,300.00	-3,925.00	57.8%
7640-00 · Churchill County Projects				
7640-09 · Lahontan Vly.Wtr.Lvl.Measure.	3,792.05	30,700.00	-26,907.95	12.4%
7640-15 · LCD-Sand Bar Removal in ChCo		15,000.00	-15,000.00	
7640-16 · Dixie Vly.Wtr.Lvl.Measurement	8,900.16	23,600.00	-14,699.84	37.7%
Total 7640-00 · Churchill County Projects	12,692.21	69,300.00	-56,607.79	18.3%
Total Expense	365,757.02	2,167,919.00	-1,802,161.98	16.9%
Net Ordinary Income	-173,986.97	-184,385.90	10,398.93	94.4%

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CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

09/05/17

Profit & Loss Budget vs. Actual

Accrual Basis

July through August 2017

	Jul - Aug 17	Budget	\$ Over Budget	% of Budget
Other Income/Expense				
Other Income				
8005-00 · Beginning Equity		711,536.00	-711,536.00	
Total Other Income		711,536.00	-711,536.00	
Other Expense				
8002-00 · Transfer Out-Acq/Const Fund				
8008-00 · Preliminary Planning		405,000.00	-405,000.00	
8014-00 · Trans. Out-Floodplain Mgmt. Fd.				
Total Other Expense		405,000.00	-405,000.00	
Net Other Income		306,536.00	-306,536.00	
Net Income	-173,986.97	122,150.10	-296,137.07	-142.4%

CARSON WTR SUBCONSERVANCY DIST - ACQUISITION/CONSTRUCTION

09/05/17

Balance Sheet

As of August 31, 2017

	Aug 31, 17
ASSETS	
Current Assets	
Checking/Savings	
1013-01 · Local Gov't Inv.Pool-Reserve	691,084.06
Total Checking/Savings	691,084.06
Total Current Assets	691,084.06
TOTAL ASSETS	691,084.06
LIABILITIES & EQUITY	
Equity	
4000-01 · Fund Balance - Capital Project	689,849.34
Net Income	1,234.72
Total Equity	691,084.06
TOTAL LIABILITIES & EQUITY	691,084.06

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CARSON WTR SUBCONSERVANCY DIST - ACQUISITION/CONSTRUCTION

09/05/17

Profit & Loss YTD Comparison

Accrual Basis

August 2017

	Aug 17	Jul - Aug 17
Ordinary Income/Expense		
Income		
5032-01 · Interest Income - LGIP Res.	635.34	1,234.72
Total Income	635.34	1,234.72
Net Ordinary Income	635.34	1,234.72
Net Income	<u>635.34</u>	<u>1,234.72</u>

Profit & Loss Budget vs. Actual

July through August 2017

	Jul - Aug 17	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5032-01 · Interest Income - LGIP Res.	1,234.72	5,850.00	-4,615.28	21.1%
Total Income	1,234.72	5,850.00	-4,615.28	21.1%
Expense				
7325-01 · Acquisition Wtr Rts/Structures		660,000.00	-660,000.00	
Total Expense		660,000.00	-660,000.00	
Net Ordinary Income	1,234.72	-654,150.00	655,384.72	-0.2%
Other Income/Expense				
Other Income				
8000-01 · Beginning Equity		689,629.00	-689,629.00	
Total Other Income		689,629.00	-689,629.00	
Net Other Income		689,629.00	-689,629.00	
Net Income	1,234.72	35,479.00	-34,244.28	3.5%

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09/07/17

Cash Basis

Floodplain Management Fund

Balance Sheet

As of August 31, 2017

	Aug 31, 17
ASSETS	
Current Assets	
Checking/Savings	
1013-03 · LGIP - Floodplain	229,895.47
1014-03 · Mutual of Omaha Bk CD	152,880.38
Total Checking/Savings	382,775.85
Total Current Assets	382,775.85
TOTAL ASSETS	382,775.85
LIABILITIES & EQUITY	
Equity	
32000 · Retained Earnings	382,074.12
Net Income	701.73
Total Equity	382,775.85
TOTAL LIABILITIES & EQUITY	382,775.85

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09/07/17

Cash Basis

Floodplain Management Fund
Profit & Loss YTD Comparison
July through August 2017

	<u>Jul - Aug 17</u>	<u>Jul - Aug 17</u>
Ordinary Income/Expense		
Income		
5032-03 · Int. Inc.-LGIP-Floodplain	410.74	410.74
5033-03 · Int.Inc.-Mutual of Omaha CD	290.99	290.99
	<hr/>	<hr/>
Total Income	701.73	701.73
	<hr/>	<hr/>
Net Ordinary Income	701.73	701.73
	<hr/>	<hr/>
Net Income	<u>701.73</u>	<u>701.73</u>

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09/07/17

Cash Basis

Floodplain Management Fund

Profit & Loss Budget vs. Actual

July through August 2017

	Jul - Aug 17	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5032-03 · Int. Inc.-LGIP-Floodplain	410.74	1,000.00	-589.26	41.1%
5033-03 · Int.Inc.-Mutual of Omaha CD	290.99	1,330.00	-1,039.01	21.9%
Total Income	701.73	2,330.00	-1,628.27	30.1%
Expense				
7203-03 · Reg. Flood Preliminary Planning	0.00	210,000.00	-210,000.00	0.0%
7206-03 · Flood Project Along SR88-Minden	0.00	40,000.00	-40,000.00	0.0%
7210-03 · CVCD-2017 Flood Damage Assess.	0.00	51,000.00	-51,000.00	0.0%
7211-03 · DVCD-2017 Flood Damage Assess.	0.00	51,000.00	-51,000.00	0.0%
Total Expense	0.00	352,000.00	-352,000.00	0.0%
Net Ordinary Income	701.73	-349,670.00	350,371.73	-0.2%
Other Income/Expense				
Other Income				
8000-03 · Beginning Equity	0.00	381,928.00	-381,928.00	0.0%
Total Other Income	0.00	381,928.00	-381,928.00	0.0%
Net Other Income	0.00	381,928.00	-381,928.00	0.0%
Net Income	701.73	32,258.00	-31,556.27	2.2%

AGENDA ITEM #8

PAYMENT OF BILLS

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CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

09/07/17

Transaction Detail by Account

Accrual Basis

August 2017

Type	Date	Num	Name	Memo	Amount	Balance
1010-00 · Cash in Checking - B of A						
Deposit	08/07/2017			Deposit	1,405.99	1,405.99
Check	08/08/2017	8824	Edwin James	Reimb. for 7/19/17 Board dinner	-247.69	1,158.30
Check	08/08/2017	8825	Donald Frensdorff	July 2017 mileage reimb.	-18.51	1,139.79
Check	08/08/2017	8826	David Griffith	July mileage reimb. less dinner	-65.47	1,074.32
Check	08/08/2017	8827	Doug Johnson	July 2017 mileage reimb.	-38.73	1,035.59
Check	08/08/2017	8828	Chuck Roberts	July 2017 mileage reimb.	-66.18	969.41
Check	08/08/2017	8829	Ernest Schank	July 2017 travel reimb.	-148.20	821.21
Check	08/08/2017	8830	Fred Stodieck	July 2017 travel reimb.	-63.13	758.08
Check	08/09/2017	8831	Carson City	Reimb. for 7/7-7/20/17 payroll #15	-22,010.87	-21,252.79
Check	08/09/2017	8832	Nevada Retail Network SIG	2016 WC audit balance, Pol. #NRN10861	-387.00	-21,639.79
Check	08/09/2017	8833	El Dorado County Dept. of Agriculture	FY 2016-17 Alpine watershed weed management	-15,000.00	-36,639.79
Check	08/09/2017	8834	Cardno, Inc.	Inv. #2360071 Project #E317101700, Voltaire	-1,286.25	-37,926.04
Check	08/09/2017	8835	Dayton Valley Conservation District	Inv. #DVCD-3, 4/1-6/30/17 River Restoration	-12,684.01	-50,610.05
Check	08/09/2017	8836	Law Office of George N. Benesch	VOID: July 2017 legal services, Inv. #14900(wrong amt.)		-50,610.05
Check	08/09/2017	8837	American Planning Association	Inv. #167362-1772, APA renewal for Brenda Hunt	-207.00	-50,817.05
Check	08/09/2017	8838	Konica Minolta Business Solutions USA Inc	Acct. #1110530, inv. #246752643	-76.93	-50,893.98
Check	08/09/2017	8839	Charter Communications	Acct. #8354 11 001 0917880, 8/13-9/12/17	-299.94	-51,193.92
Check	08/09/2017	8840	Law Office of George N. Benesch	July 2017 legal services, Inv. #14900	-3,395.13	-54,589.05
Check	08/09/2017	8841	Bank of America	July 2017-acct. #4024 4910 0003 3949	-977.17	-55,566.22
Check	08/09/2017	8842	Lyon County Utilities Dept.	Agmt. #2017-12 USGS Maint. of Dayton Gage	-5,375.00	-60,941.22
Deposit	08/15/2017			Deposit	610.11	-60,331.11
Check	08/16/2017	8843	River Wranglers	Inv. #EE 2017-7, Env.Ed. July 2017	-3,784.47	-64,115.58
Check	08/16/2017	8844	Carson City	Reimb. for 7/21-8/3/17 payroll #16	-20,583.61	-84,699.19
Check	08/16/2017	8845	Carson Valley Conservation District	Inv. #09-17, Clearing & Snagging	-5,229.90	-89,929.09
Check	08/16/2017	8846	Cardno, Inc.	Inv. #238257, Project #E317101700, Voltaire	-2,936.22	-92,865.31
Check	08/16/2017	8847	Michael Baker International, Inc.	Proj. #151453, Goni Cr. Restudy	-4,472.00	-97,337.31
Deposit	08/17/2017			Deposit	30,443.22	-66,894.09
Transfer	08/22/2017			Funds Transfer to cover checks	70,000.00	3,105.91
Check	08/22/2017	8848	JE Fuller Hydrology & Geomorphology, Inc.	Inv. #P2751.01-2, Johnson Ln.Area Drainage Master Plan	-66,077.78	-62,971.87
Check	08/22/2017	8849	Michael Baker International, Inc.	Proj. #161465, Carson River Discovery Update	-2,776.00	-65,747.87
Check	08/22/2017	8850	Office Depot Business Credit	July acct. #6011 5656 1002 0915	-190.95	-65,938.82
Check	08/22/2017	8851	Kimley-Horn & Associates, Inc.	Inv #9774672, Project #018976001.1, Ramsey Canyon	-1,500.00	-67,438.82
Check	08/31/2017	8852	cash	Aug. 2017 petty cash reimb.	-50.12	-67,488.94
Deposit	08/31/2017			Deposit	6,473.80	-61,015.14
Total 1010-00 · Cash in Checking - B of A					-61,015.14	-61,015.14
1011-00 · Petty Cash						
Gener...	08/31/2017			Aug. petty cash	-50.12	-50.12
Check	08/31/2017	8852	cash	Aug. 2017 petty cash reimb.	50.12	
Total 1011-00 · Petty Cash						
1014-00 · Local Gov't Inv. Pool-Regular						
Deposit	08/01/2017			Interest	593.89	593.89
Transfer	08/22/2017			Funds Transfer to cover checks	-70,000.00	-69,406.11
Total 1014-00 · Local Gov't Inv. Pool-Regular					-69,406.11	-69,406.11
3307-00 · CC Payroll Due						
Check	08/09/2017	8831	Carson City	Reimb. for 7/7-7/20/17 payroll #15	22,010.87	22,010.87
Gener...	08/11/2017			8/11 SF,BH,EJ,TL,DN	-20,583.61	1,427.26
Check	08/16/2017	8844	Carson City	Reimb. for 7/21-8/3/17 payroll #16	20,583.61	22,010.87
Gener...	08/25/2017			8/25 SF,BH,EJ,TL,DN	-20,427.46	1,583.41
Total 3307-00 · CC Payroll Due					1,583.41	1,583.41
5011-00 · Douglas County Ad Valorem						
Deposit	08/17/2017	666561	Douglas County	July	-30,264.74	-30,264.74
Total 5011-00 · Douglas County Ad Valorem					-30,264.74	-30,264.74
5031-00 · Interest Income-LGIP Reg.						
Deposit	08/01/2017			Interest	-593.89	-593.89
Total 5031-00 · Interest Income-LGIP Reg.					-593.89	-593.89
5093-00 · FEMA - MAS #6						
Deposit	08/31/2017		FEMA	Draw #16	-6,473.80	-6,473.80
Total 5093-00 · FEMA - MAS #6					-6,473.80	-6,473.80
5095-00 · NDEP-WS Literacy Implementation						
Deposit	08/15/2017	9089...	NV Div. of Environmental Protection	Apr-June, Inv. #6 16022 17	-610.11	-610.11
Total 5095-00 · NDEP-WS Literacy Implementation					-610.11	-610.11
5099-00 · NDEP-WS Lit.Implement.-Phase 3						
Deposit	08/07/2017	9083...	NV Div. of Environmental Protection	Apr.-June, Inv. #1	-1,405.99	-1,405.99
Total 5099-00 · NDEP-WS Lit.Implement.-Phase 3					-1,405.99	-1,405.99
7015-00 · Salaries & Wages						
Gener...	08/11/2017			8/11 S.Fryer	2,475.20	2,475.20
Gener...	08/11/2017			8/11 B.Hunt	2,829.67	5,304.87
Gener...	08/11/2017			8/11 E.James	4,976.80	10,281.67
Gener...	08/11/2017			8/11 T.Leffler	2,349.60	12,631.27
Gener...	08/11/2017			8/11 D.Neddenriep	1,926.03	14,557.30
Gener...	08/25/2017			8/25 S.Fryer	2,329.13	16,886.43
Gener...	08/25/2017			8/25 B.Hunt	2,809.62	19,696.05
Gener...	08/25/2017			8/25 E.James	4,976.80	24,672.85
Gener...	08/25/2017			8/25 T.Leffler	2,349.60	27,022.45

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09/07/17

Accrual Basis

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Transaction Detail by Account

August 2017

Type	Date	Num	Name	Memo	Amount	Balance
Gener...	08/25/2017			8/25 D.Neddenriep	1,954.20	28,976.65
Total 7015-00 · Salaries & Wages					28,976.65	28,976.65
7020-00 · Employee Benefits						
Gener...	08/11/2017			8/11 S.Fryer	365.35	365.35
Gener...	08/11/2017			8/11 B.Hunt	839.50	1,204.85
Gener...	08/11/2017			8/11 E.James	2,253.82	3,458.67
Gener...	08/11/2017			8/11 T.Leffler	1,080.68	4,539.35
Gener...	08/11/2017			8/11 D.Neddenriep	1,203.75	5,743.10
Gener...	08/25/2017			8/25 S.Fryer	342.05	6,085.15
Gener...	08/25/2017			8/25 B.Hunt	836.30	6,921.45
Gener...	08/25/2017			8/25 E.James	2,253.82	9,175.27
Gener...	08/25/2017			8/25 T.Leffler	1,080.68	10,255.95
Gener...	08/25/2017			8/25 D.Neddenriep	1,212.05	11,468.00
Total 7020-00 · Employee Benefits					11,468.00	11,468.00
7021-00 · Workers Comp Ins.						
Check	08/09/2017	8832	Nevada Retail Network SIG	2016 WC audit balance	387.00	387.00
Total 7021-00 · Workers Comp Ins.					387.00	387.00
7102-00 · Insurance						
Deposit	08/17/2017	840	Warren Reed Insurance, Inc.	refund of overpmt.	-163.00	-163.00
Total 7102-00 · Insurance					-163.00	-163.00
7103-00 · Office Supplies						
Check	08/09/2017	8838	Konica Minolta Business Solutions USA Inc	7/1-31/17 copies	76.93	76.93
Check	08/09/2017	8841	Bank of America	Microsoft-refund	-0.83	76.10
Check	08/09/2017	8841	Bank of America	Microsoft-refund	-1.10	75.00
Check	08/09/2017	8841	Bank of America	iDrive- computer backup	10.81	85.81
Check	08/09/2017	8841	Bank of America	Microsoft-Office 365 Pro	8.25	94.06
Check	08/09/2017	8841	Bank of America	Symantec-computer virus protection	168.00	262.06
Check	08/09/2017	8841	Bank of America	Carson Highlands-storage unit	35.00	297.06
Check	08/09/2017	8841	Bank of America	iDrive- computer backup	73.99	371.05
Check	08/09/2017	8841	Bank of America	Microsoft-Office 375 Pro	62.50	433.55
Check	08/09/2017	8841	Bank of America	iDrive- computer backup	132.64	566.19
Check	08/22/2017	8850	Office Depot Business Credit	July office supplies	190.95	757.14
Gener...	08/31/2017			Aug. petty cash	9.35	766.49
Gener...	08/31/2017			Aug. copies reimb. from grants	-523.26	243.23
Total 7103-00 · Office Supplies					243.23	243.23
7104-00 · Postage						
Gener...	08/31/2017			Aug. petty cash	55.77	55.77
Total 7104-00 · Postage					55.77	55.77
7106-00 · Telephone/Internet						
Check	08/09/2017	8839	Charter Communications	Aug/ 2017 internet & phones	299.94	299.94
Total 7106-00 · Telephone/Internet					299.94	299.94
7107-00 · Travel-transport/meals/lodging						
7107-01 · Car Allowance						
Gener...	08/11/2017			8/11 E.James	283.21	283.21
Gener...	08/25/2017			8/25 E.James	283.21	566.42
Total 7107-01 · Car Allowance					566.42	566.42
7107-00 · Travel-transport/meals/lodging - Other						
Check	08/08/2017	8824	Edwin James	Reimb. for 7/19/17 Board dinner	247.69	247.69
Check	08/08/2017	8825	Donald Frensdorff	7/14/17 Admin.Com.mtg.-34.6 mi. (CC)	18.51	266.20
Check	08/08/2017	8826	David Griffith	7/14 Admin.Com.& 7/19 Bd.mtg.-151.3 mi.(CC & AlCo tour/dinner/mtg)	80.95	347.15
Check	08/08/2017	8826	David Griffith	7/14 Bd.dinner exp.	-15.48	331.67
Check	08/08/2017	8827	Doug Johnson	7/19 Bd.mtg.-72.4 mi.(AlCo tour/dinner/mtg)	38.73	370.40
Check	08/08/2017	8828	Chuck Roberts	7/14 Admin.Com. & 7/19 Bd.mtg.-123.7 mi.(CC & AlCo)	66.18	436.58
Check	08/08/2017	8829	Ernest Schank	7/19 Bd.mtg.-277 mi.(AlCo tour/dinner/mtg)	148.20	584.78
Check	08/08/2017	8830	Fred Stodieck	7/19 Bd.mtg.- 118 mi.(AlCo tour/dinner/mtg)	63.13	647.91
Deposit	08/17/2017	8201	Ernest Schank	reimb. for 7/19/17 guest meal	-15.48	632.43
Gener...	08/31/2017			Aug. petty cash	-15.00	617.43
Total 7107-00 · Travel-transport/meals/lodging - Other					617.43	617.43
Total 7107-00 · Travel-transport/meals/lodging					1,183.85	1,183.85
7108-00 · Dues & Publications						
Check	08/09/2017	8837	American Planning Association	10/1/17-9/30/18 APA Cat. A memb. renewal-B.Hunt	180.00	180.00
Check	08/09/2017	8837	American Planning Association	10/1/17-9/30/18 NV Ch. APA memb renewal-B.Hunt	27.00	207.00
Check	08/09/2017	8841	Bank of America	Reno Gazette-final bill	17.92	224.92
Total 7108-00 · Dues & Publications					224.92	224.92
7111-00 · Office Equipment						
Check	08/09/2017	8841	Bank of America	Best Buy-S.Fryer's computer	469.99	469.99
Total 7111-00 · Office Equipment					469.99	469.99
7116-00 · Legal						
Check	08/09/2017	8836	Law Office of George N. Benesch	July legal services		
Check	08/09/2017	8840	Law Office of George N. Benesch	July legal services	3,395.13	3,395.13

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Accrual Basis

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Transaction Detail by Account

August 2017

Type	Date	Num	Name	Memo	Amount	Balance
Total 7116-00 · Legal					3,395.13	3,395.13
7120-00 · Integrated Watershed Programs						
7120-30 · Watershed Coord.Exp. 2015-18						
Gener... 08/31/2017				Aug. copies	497.31	497.31
Total 7120-30 · Watershed Coord.Exp. 2015-18					497.31	497.31
Total 7120-00 · Integrated Watershed Programs					497.31	497.31
7125-00 · Environmental Ed.Coord.Exp.						
7125-02 · Env.Ed.Coord.Exp. 2015-17						
Check 08/16/2017 8843 River Wranglers				Env.Ed., July 2017	3,784.47	3,784.47
Gener... 08/31/2017				Aug. copies	4.91	3,789.38
Total 7125-02 · Env.Ed.Coord.Exp. 2015-17					3,789.38	3,789.38
Total 7125-00 · Environmental Ed.Coord.Exp.					3,789.38	3,789.38
7337-00 · Carson River Restoration						
7337-01 · Upper Carson River Grant.						
7337-17 · CVCD-CV Clearing & Snagging						
Check 08/16/2017 8845 Carson Valley Conservation District				clearing & snagging through 7/31/17	5,229.90	5,229.90
Total 7337-17 · CVCD-CV Clearing & Snagging					5,229.90	5,229.90
Total 7337-01 · Upper Carson River Grant.					5,229.90	5,229.90
7337-03 · Dayton Valley Conserv						
7337-31 · DVCD-Restoration Proj.2015-17						
Check 08/09/2017 8835 Dayton Valley Conservation District				4/1-6/30/17 River Restoration	12,684.01	12,684.01
Total 7337-31 · DVCD-Restoration Proj.2015-17					12,684.01	12,684.01
Total 7337-03 · Dayton Valley Conserv					12,684.01	12,684.01
Total 7337-00 · Carson River Restoration					17,913.91	17,913.91
7404-00 · Noxious Weeds Control-CR Wtrshd						
7404-01 · Noxious Weed Control-Alpine Co.						
Check 08/09/2017 8833 El Dorado County Dept. of Agriculture				FY 2016-17 Alpine watershed weed mgmt	15,000.00	15,000.00
Total 7404-01 · Noxious Weed Control-Alpine Co.					15,000.00	15,000.00
Total 7404-00 · Noxious Weeds Control-CR Wtrshd					15,000.00	15,000.00
7427-00 · FEMA MAS #6						
7427-02 · Goni Cr(CC)-M.Baker						
Check 08/16/2017 8847 Michael Baker International, Inc.				Services through 7/30/17	4,472.00	4,472.00
Total 7427-02 · Goni Cr(CC)-M.Baker					4,472.00	4,472.00
7427-03 · Ramsey (LyCo)-Kimley & ROA						
Check 08/22/2017 8851 Kimley-Horn & Associates, Inc.				for services rendered through 7/31/17	1,500.00	1,500.00
Total 7427-03 · Ramsey (LyCo)-Kimley & ROA					1,500.00	1,500.00
7427-00 · FEMA MAS #6 - Other						
Gener... 08/31/2017				Aug. copies	3.91	3.91
Total 7427-00 · FEMA MAS #6 - Other					3.91	3.91
Total 7427-00 · FEMA MAS #6					5,975.91	5,975.91
7429-00 · NDEP-Wtrshd Lit.Implementation						
Gener... 08/31/2017				Aug. copies	2.33	2.33
Total 7429-00 · NDEP-Wtrshd Lit.Implementation					2.33	2.33
7432-00 · FEMA MAS #7						
7432-01 · Voltaire Cyn.-Cardno						
Check 08/09/2017 8834 Cardno, Inc.				Voltaire Restudy through 6/30/17	1,286.25	1,286.25
Check 08/16/2017 8846 Cardno, Inc.				Voltaire Restudy through 7/28/17	2,936.22	4,222.47
Total 7432-01 · Voltaire Cyn.-Cardno					4,222.47	4,222.47
7432-02 · Johnson Ln.-JE Fuller						
Check 08/22/2017 8848 JE Fuller Hydrology & Geomorphology, Inc.				7/1-31/17 services	66,077.78	66,077.78
Total 7432-02 · Johnson Ln.-JE Fuller					66,077.78	66,077.78
7432-04 · Discovery Flood Plan Update(MB)						
Check 08/22/2017 8849 Michael Baker International, Inc.				Services through 7/30/17	2,776.00	2,776.00
Total 7432-04 · Discovery Flood Plan Update(MB)					2,776.00	2,776.00
7432-00 · FEMA MAS #7 - Other						
Gener... 08/31/2017				Aug. copies	9.83	9.83
Total 7432-00 · FEMA MAS #7 - Other					9.83	9.83
Total 7432-00 · FEMA MAS #7					73,086.08	73,086.08
7433-00 · NDEP-WS Lit.Impl.-Phase 3						
Gener... 08/31/2017				Aug. copies	4.97	4.97

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CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND
Transaction Detail by Account

Accrual Basis

August 2017

Type	Date	Num	Name	Memo	Amount	Balance
Total 7433-00 · NDEP-WS Lit.Impl.-Phase 3					4.97	4.97
7630-00 · Lyon County Projects						
7630-11 · USGS Maint Costs-Dayton Gauge						
Check	08/09/2017	8842	Lyon County Utilities Dept.	2017-18 USGS Dayton Gage Maint.	5,375.00	5,375.00
Total 7630-11 · USGS Maint Costs-Dayton Gauge					5,375.00	5,375.00
Total 7630-00 · Lyon County Projects					5,375.00	5,375.00
TOTAL						

CWSD PETTY CASH TRANSACTION RECORD
August 2017

<u>Date</u>	<u>G/L No.</u>	<u>Description</u>	<u>Debits</u>	<u>Credits</u>	<u>Balance</u>
		7/31/17 cash balance			\$100.00
8/2/17	7103-00	from T.Leffler		\$0.30	\$100.30
	Office Supplies	copies			
8/7/17	7107-00	from D.Stroud		\$15.00	\$115.30
	Travel	for 7/19/17 Board dinner			
8/9/17	7104-00	USPS	(\$55.77)		\$59.53
	Postage	Board packages			
8/31/17	7103-00	Smith's	(\$9.65)		\$49.88
	Office Supplies	white out tape & cleaning supplies			
8/31/17	1011-00	Balance in Petty Cash		\$50.12	\$100.00
	Petty Cash				

Date: 8-31-17

Prepared by: Tonia Leffler

Approved by: Edurn James

*pd. 8-31-17
 ck. #8852*

Telephone
[775] 853-8210

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

Tax I.D. #88-0329442

Invoice submitted to:

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

August 01, 2017

In Reference To: General

Invoice # 14900

	<u>Hours</u>	<u>Amount</u>
For professional services rendered	0.00	\$3,333.33

Additional Charges :

July 2017

7/19/2017 Mileage charge for trip to Markleeville.	61.80
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SUBTOTAL:	[61.80]
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Total additional charges	\$61.80
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Total amount of this bill	\$3,395.13
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For Legal Services Rendered

Previous balance	\$3,363.33
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Accounts receivable transactions

7/8/2017 Payment - thank you. Check No. 8795

Total payments and adjustments

Balance due

pd. 8-9-17
OK. #8840
(\$3,363.33)
(\$3,363.33)
\$3,395.13

OK to pay
Edward's James

8-6-17

#1116-00 legal

AGENDA ITEM #9

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: SEPTEMBER 20, 2017

SUBJECT: Agenda Item #9 – For Possible Action: Approval of Debbie Neddenriep's attendance at the Flood Managers Association Annual Conference in Long Beach, CA on September 5-8, 2017.

DISCUSSION: The opportunity arose for Debbie Neddenriep to attend the Flood Managers Association Annual Conference in Long Beach during the week of September 5-8 and to take the Certified Floodplain Manager's examination on September 8, 2017. Having a Certified Floodplain Manager (CFM) available at CWSD can be of service to the counties within the watershed who do not have their own.

The costs for CWSD include:

- Floodplain Managers Assn. membership - \$100 (from Acct. #7108-00, Dues & Publications)
- Conference registration - \$545 (from Acct. #7110-00, Conferences & Education)
- Assn. of State Floodplain Managers (ASFPM) membership - \$150 (from Acct. #7108-00, Dues & Publications, to reduce the CFM exam fee)
- CFM exam fee - \$100 (from Acct. #7110-00, Conferences & Education)
- Airfare - \$324.86 (from Acct. #7107-00, Travel)
- ½ of hotel bill (Debbie is personally paying the other half) - \$516 (from Acct. #7107-00, Travel)
- Meals - \$300 (from Acct. #7107-00, Travel)

Debbie's attendance at this conference and the ensuing expenses was discussed with Chairman Abowd and approved prior to the conference.

STAFF RECOMMENDATION: Approve Debbie Neddenriep's attendance the Flood Managers Association Annual Conference in Long Beach, CA on September 5-8, 2017.

CONFERENCE REQUEST

NAME: Debbie Neddenriep

DATE REQUESTED: July 20, 2017

MODE OF TRAVEL: Commercial Air

DESTINATION: Long Beach, CA

PURPOSE: Floodplain Managers Association Annual Conference

[Please note: Debbie plans to use this conference as an opportunity to take the Certified Floodplain Manager's class and test, which will be an asset to CWSD.]

MEETING DATES: September 5-8, 2017

ESTIMATED COSTS: \$100 (FMA membership) + \$545 (conference) + \$150 (ASFPM membership for reduced exam fee) + \$100 (CFM exam) + \$324.86 (flight) + \$516 (1/2 of hotel) + \$300 (meals) = \$2,036.86

[Please note: Debbie is personally paying \$500 (1/2 of hotel).]

APPROVED BY: _____
Chairman

Date

AGENDA ITEM #10

**CARSON RIVER/ALPINE COUNTY
WATER SUBCONSERVANCY
JOINT POWERS AUTHORITY BOARD**

ROLL CALL

AGENDA ITEM #11

**CARSON RIVER/ALPINE COUNTY
WATER SUBCONSERVANCY
JOINT POWERS AUTHORITY BOARD**

PUBLIC COMMENT

AGENDA ITEM #12

**CARSON RIVER/ALPINE COUNTY WATER SUBCONSERVANCY JOINT POWERS
AUTHORITY BOARD**

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: SEPTEMBER 20, 2017

SUBJECT: Agenda Item #12 - For Possible Recommendation: Discussion regarding possible changes to the Joint Powers Agreement between Alpine County and CWSD and/or consideration of an alternative structure to involve Alpine County and Storey County in the Carson River Watershed process with CWSD.

DISCUSSION: Over the past month staff has had several conversations with Director Roberts, Alpine County staff, Alpine County Joint Powers Authority representatives, and others regarding the modification to the Joint Power Agreement. Attached is a draft of the proposed Joint Power Agreement amendments. This item was also discussed at the September 15, 2017, Administrative Committee meeting.

Below is a list of proposed changes to the Joint Powers Agreement (JPA) discussed with Alpine County:

- Article I, Section 2 – Simplify/clarify the authority's name.
- Article I, Section 3 – George added "Nevada Revised Statutes (NRS) Chapter 241. This is the Open Meeting Law statute.
- Article II, Section 1 – Simplify the description of the CWSD Board's composition. If there is an interest by CWSD and Storey County, Storey County could be added to the JPA as a member. This is a policy decision that will require future discussions.
- Article II, Section 3 – Clean up some of the language.
- Article II, Section 4 – Change reference to Exhibit A.
- Article III, Section 2 – Remove the last sentence in the paragraph.
- Article IV, Section 4 & 5 – Remove these paragraphs.
- Exhibit A – Instead of identifying specific projects, the proposal is to include the eleven (11) Guiding Principles which were adopted by CWSD all the counties in the watershed.

At the suggestion of Director Griffith, staff created a proposed draft CWSD/Joint Powers Authority Board organizational chart (attached).

Director Roberts has expressed his opinion that there may not be a need for the Joint Powers Agreement. Director Roberts has an alternative proposal which he believes will achieve the same goals of the JPA but will be less cumbersome. Director Roberts will discuss his proposal at the meeting.

STAFF RECOMMENDATION: Provide a recommendation to the CWSD Board.

JOINT POWERS AGREEMENT
BETWEEN THE CARSON WATER SUBCONSERVANCY DISTRICT, NEVADA
SUBCONSERVANCY DISTRICT, NEVADA AND
AND ALPINE COUNTY, CALIFORNIA

THIS AGREEMENT, made and entered into on the date set forth herein, is done pursuant to the Joint Exercise of Powers Act (California Government Code § 6500 *et seq.*) and the Interlocal Cooperation Act (Nevada Revised Statutes § 277.080-277.180) by and between Alpine County, California and the Carson Water Subconservancy District, Nevada.

WHEREAS, the legislature of the State of Nevada has provided certain enumerated powers to the Water Conservation Districts pursuant to NRS Chapter 541; and

WHEREAS, the legislature of the State of Nevada has recognized the specific needs of the Carson River basin and has established and empowered the Carson Water Subconservancy District to meet those needs; and

WHEREAS, Carson Water Subconservancy District was expanded in 1999 to include all most of the Carson River watershed located in the State of Nevada; and

WHEREAS, the headwaters of the Carson River and a portion of the Carson River watershed are located in Alpine County, California; and

WHEREAS, the Board of Supervisors of Alpine County and the Board of Directors of the Carson Water Subconservancy District have both recognized that joint and cooperative action on issues of mutual concern affecting the Carson River and its watershed would be productive and beneficial; and

WHEREAS, the Board of Supervisors and of Alpine County wish to create a Joint Powers Authority meeting the requirements of Nevada and California law for purposes of undertaking mutually acceptable projects and addressing issues of mutual concern;

NOW THEREFORE, for and in consideration of the mutual promises herein exchanges, the parties agree as follows:

ARTICLE I
(Establishment of Joint Powers Authority)

Section 1. A Joint Powers Authority is hereby established, consisting of the Carson Water Subconservancy District, a political subdivision of the State of Nevada; and Alpine County, a county of the State of California.

Section 2. The Joint Powers Authority shall be named and operate as the Carson River/Alpine County/Carson Water Subconservancy District, a bi-state Joint Powers Authority.
[Possible name change]

Section 3. The Joint Powers Authority established shall be governed and operated by the terms and provisions of Nevada Revised Statutes (NRS) Chapter 241, this Joint Powers Agreement, and by such Articles, By-laws, and/or Rules and Regulations as may be jointly agreed upon and adopted by the two members. Any such documents shall conform to the applicable laws of the States of Nevada and California. Alpine County shall file the notices required by California Government Code Section 6503.5.

ARTICLE II (Composition and Powers of the Board)

Section 1. The Joint Powers Authority shall consist of the Carson Water Subconservancy District, ~~and~~ Alpine County, California, [and Storey County, Nevada]. The Joint Powers Authority shall have and be governed by the Board of Directors ~~containing thirteen (13) members~~, as follows: ~~nine (9) members representing the governmental jurisdictions comprising of the the Carson Waters Subconservancy District, being three (3) from Douglas, and two (2) each from Carson City, Lyon County and Churchill County; two (2) members representing the Douglas County agricultural community, and~~ two (2) members representing Alpine County, [and one (1) member representing Storey County]. ~~[One (1) of the members who represent each governmental jurisdiction must be an elected official of the governing board of such jurisdiction.]~~

Section 2. The Joint Powers Authority shall have the power to act on matters within the common powers of either Alpine County or the Carson Water Subconservancy District, which affect and pertain to matters relating to the Carson River and within the Carson River watershed.

Section 3. In exercising its power, the Board of the Joint Powers ~~authority~~ Authority shall not take any action affecting any constituent governmental jurisdiction, or the lands contained within it, ~~or requiring the expenditure of any funds by it~~, without the consent and affirmative vote of all representatives from such affected governmental jurisdiction. Any such action shall be consistent with the provisions of the Alpine Decree.

Section 4. The Joint Powers Authority agrees that it will consider and, if affirmatively approved, proceed with watershed goals the projects set forth in Exhibit A to this agreement. The Board of the Joint Powers Authority may amend Exhibit A without action by the member entities, so long as they are in compliance with the procedures set forth in Section 3 ~~are complied with~~.

ARTICLE III (Hold Harmless, Defense, and Immunities)

Section 1. The parties shall jointly defend any action brought by any third party, whether in law or equity, which arises from this agreement. Each party shall bear its own wages, disability payments, pension payments, and workers compensation costs for any personnel utilized for the provision of services under this agreement. The parties shall retain in full any and all immunities they possess under California and/or Nevada law. Such immunities shall not

be deemed or construed to be modified by entry into this agreement or any performance hereunder.

Section 2. The Board of Directors of the Carson Water Subconservancy District and the Board of Supervisors of Alpine County, and any necessary employees thereof, shall cooperate in such actions as-, in their sole discretion, may be reasonably required to carry out the purpose and intent of this agreement. This shall include the execution of any necessary documents and the granting of any necessary or required consents. The parties shall place their respective insurance companies, pools, or authorities on notice of the services to be provided hereunder. ~~Any agreement creating debts, liability, and obligations of the Agency shall be exclusively those of the Agency and not those of any member jurisdiction.~~

ARTICLE IV (Miscellaneous Provisions)

Section 1. This agreement shall be effective on the date it has received all legally required approvals. The agreement shall run for five (5) years from and after the last of such approvals, and shall continue to run for five (5) year periods thereafter, unless terminated with the giving of ninety days notice as set forth below.

Section 2. It is not intended or contemplated that, in the performance of this agreement; funds will be received, transferred or otherwise disbursed directly to or by the Joint Powers Authority. Each entity shall establish a procedure to separately account for all funds and costs related to the Joint Powers Authority. Each entity shall be accountable for all funds and reporting of all receipts and disbursements in accordance with the laws of their respective states.

Section 3. Except as otherwise provided herein, this agreement may not be amended, assigned, or delegated, without the express written consent of the governing boards of both parties. This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties; provided, however, that this agreement may be terminated, with or without cause, by either party upon the giving of ninety days written notice to the other party. Any notice required under this agreement shall be deemed given when personally serviced or when sent by registered or certified mail, return receipt requested, and such receipt is received by the canceling party.

~~Section 4. The County Auditor of Alpine County shall serve, should such service be required, as the Auditor of the Joint Powers Authority pursuant to California Government Code Section 6505 and shall fulfill the responsibilities set forth in California Government Code Section 6505.5 if required.~~

~~Section 5. Any property acquired by the Joint Powers Authority shall upon termination of this agreement, be divided or disposed of by mutual agreement.~~

—Section ~~6~~4. This agreement shall consist of the original and any counterparts created for purposes of signature.

Section ~~7~~5. This document contains the entire agreement with regard to the matters contained herein and supercedes all previous discussion, representations, and communications between the parties with regard to these matters. Both parties to this agreement having been represented by Counsel, no presumption shall arise ~~from~~ the identity of the drafter.

Date~~TL1~~: _____ Date: _____

Chairman of the Board of Directors
Carson Water Subconservancy District

Chairman of the Board of Supervisors
Alpine County

Attest: Secretary of the Carson Water
Subconservancy District

Attest: ~~Secretary of the Board of County~~
~~Clerk~~
~~Supervisors~~

George N. Benesch, General Counsel
Carson Water Subconservancy District

~~Dennis Crabb~~
County Counsel, Alpine County

JOINT POWERS AGREEMENT
BETWEEN THE CARSON WATER SUBCONSERVANCY DISTRICT, NEVADA
AND ALPINE COUNTY, CALIFORNIA

Exhibit A

The following is a list of potential projects the Joint Power Authority (Authority) will be pursuing:

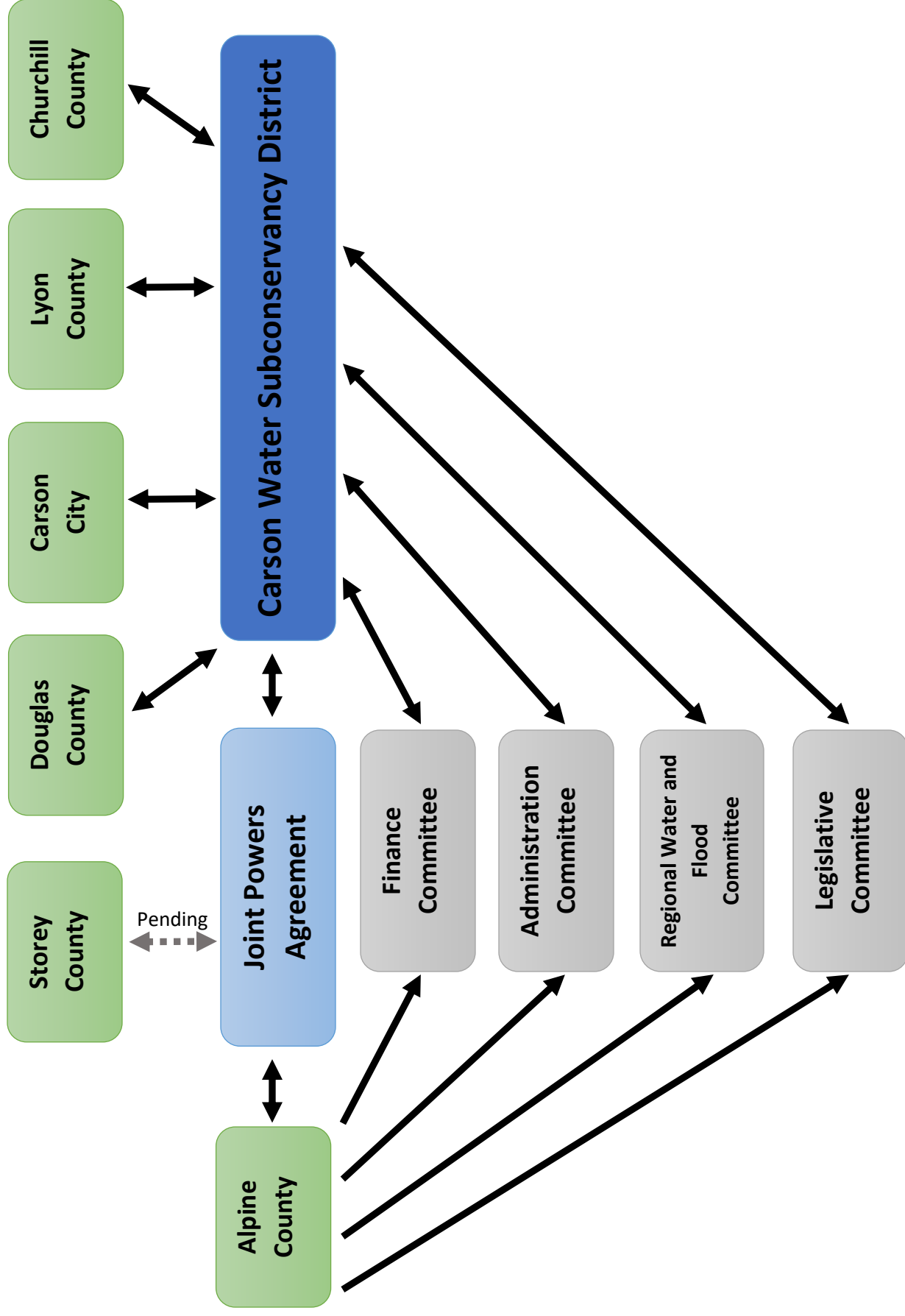
- ~~Work with the Lahontan Water Quality Control Board on the setting and implementation of Total Maximum Daily Loads (TMDL) for Indian Creek Reservoir. The TMDL procedure identifies two primary implementation strategies, control of internal and external loadings which will require BMPs for phosphorous control on public and private lands within the watershed.~~
- ~~Work with the US Forest Service on public land management issues such as: abandon mines, proposed Wild & Scenic destination, recreation opportunities, noxious weed control and watershed enhancement projects.~~
- ~~Assist in securing funding for streambank stabilization and restoration projects along the East and West Forks of the Carson River.~~
- ~~Provide local match funding to the Alpine Chapter of the Upper Carson River CRMP.~~

The following is a list of watershed goals that the Joint Power Authority (Authority) will pursue:

1. Manage the water's resources for economic sustainability, quality of life, and protection of private and public property rights.
2. Acknowledge and respect the watershed's natural processes in land use decisions.
3. Maintain or improve the quality of the water to support a variety of beneficial uses.
4. Protect the headwaters region as the system's principal water source.
5. Recognize and respect the interests of all stakeholders upstream and downstream by fostering collaborative and mutually respectful relationships.
6. Maintain the riverine and alluvial fan floodplains of the Carson River Watershed to accommodate flood events.

7. Protect and manage uplands, mountain ranges, wetlands, and riparian areas to enhance the quality of surface flow, groundwater recharge, and wildlife habitat.
8. Promote conservation of water from all sectors of the community's water users for the benefit of municipal, industrial, agricultural, domestic, recreational, and natural resources.
9. Encourage management of growth that considers water quality and quantity, open space preservation, and maintenance of agriculture in floodplains.
10. Protect and support opportunities for public recreational access to natural areas throughout the watershed – including the river corridor – where appropriate.
11. Promote understanding and awareness of watershed resources and issues through cooperative education efforts throughout the watershed.

CWSD/JPA Organizational Chart



AGENDA ITEM #13

**CARSON RIVER/ALPINE COUNTY WATER SUBCONSERVANCY JOINT POWERS
AUTHORITY BOARD**

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: SEPTEMBER 20, 2017

SUBJECT: Agenda Item #13 - For Possible Recommendation: Approval of Agreement # 2017-14 addressing funding from Alpine County, California to Carson Water Subconservancy District and compensating Alpine County Representatives for Participation in the Alpine County/Carson Water Subconservancy District Joint Powers Authority meetings.

DISCUSSION: A question came up regarding how Alpine County pays its annual payment to CWSD and how CWSD compensates the Alpine County representatives for attending meetings. It was suggested by Alpine County's legal counsel that an agreement be developed that would cover these issues (see attached draft agreement). This item will be discussed at the September 15, 2017, Administrative Committee meeting and the committee will provide a recommendation at the meeting.

STAFF RECOMMENDATION: Provide a recommendation to the CWSD Board.

AGREEMENT

Addressing Funding from Alpine County, California to Carson Water Subconservancy District for Participation in the Alpine County/Carson Water Subconservancy District Joint Powers Authority

THIS AGREEMENT is entered into this ____ day of _____, 2017, and between ALPINE COUNTY, CALIFORNIA, a political subdivision of the State of California (hereinafter "ALPINE"), and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision organized under Nevada Revised Statutes Chapter 541 (hereinafter "CWSD").

WITNESSETH:

WHEREAS, ALPINE is a political subdivision of the State of California and therefore a public agency under CGC 6500; and

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

WHEREAS, on or about June 19, 2001, ALPINE and CWSD entered into a Joint Powers Agreement regarding issues within the Carson River Watershed; and

WHEREAS, on or about September 20, 2017, ALPINE and CWSD revised the Joint Powers Agreement; and

WHEREAS, the goal and purpose of the Joint Power Authority is to work in cooperative action on issues of mutual concerns affecting the Carson River Watershed; and

WHEREAS, Alpine County agrees to provide funding to CWSD to achieve the goals and purpose of the JPA; and

WHEREAS, CWSD agrees to compensate the representatives from Alpine County for attending meetings related to activities associated with the JPA.

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

1. ALPINE hereby agrees to pay CWSD in an amount not to exceed \$9,300.00 for fiscal year 2017-18.

2. The annual fee paid by Alpine County will be subject to annual adjustments as agreed upon by both parties. The adjustment will not exceed the anticipated increase each county will pay to CWSD in that given fiscal year.
3. CWSD will request funding from Alpine County in the beginning of the new fiscal year.
4. CWSD will compensate the JPA representatives from ALPINE for attending CWSD and JPA meetings, including mileage reimbursement and meals, in accordance with the CWSD Travel Reimbursement Policy. Reimbursement will be the same as what CWSD Directors receive.
5. This Agreement shall be effective as of July 1, 2017. The agreement shall run for five years from the date of July 1, 2017, and shall continue to run for five periods thereafter, unless terminated by either party with a giving of ninety (90) days notice.
6. The parties will not waive and intend to assert available liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
7.
 - a. Consistent with paragraph 6 of this Contract, each party shall indemnify, hold harmless and defend, not excluding the others' right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
 - b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within thirty (30) days of the indemnified party's accrual notice of any actual or pending claim or cause of action. The

indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

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

ALPINE COUNTY
Attn: Carol McElroy
County Administrative Officer
P.O. Box 387
Markleeville, CA 96120
(530) 694-2287

CWSD
Attn: Edwin D. James
General Manager
777 E. Williams, Suite 110A
Carson City, NV 89701
(775) 887-7456

9. Any dispute regarding this Agreement shall be decided according to the laws of the State of Nevada. If any part of this Agreement is declared to be unlawful, the remaining sections shall remain in effect.
10. This Agreement may only be amended by consent of both parties. Any amendments must be in writing and executed with the same formality as this Agreement.
11. This Agreement constitutes the entire Agreement between the parties and there are no representations, conditions, warranties or collateral agreements (expressed or implied), statutory or otherwise, with respect to this Agreement other than contained herein.
12. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.
13. This Agreement becomes effective when approved by both parties.

DATED: _____

ALPINE COUNTY

DATED: _____

CARSON WATER
SUBCONSERVANCY DISTRICT

TERRY WOODROW, Chair

KAREN ABOWD, Chair

ATTEST:

TEOLA TREMAYNE
Alpine County Clerk

APPROVED AS TO FORM:

DAVID PRENTICE
Alpine County Counsel

ATTEST:

TONI M. LEFFLER
Secretary to the Board

APPROVED AS TO FORM:

GEORGE N. BENESCH
CWSD Counsel

DRAFT

AGENDA ITEM #14

**CARSON RIVER/ALPINE COUNTY WATER SUBCONSERVANCY JOINT POWERS
AUTHORITY BOARD**

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: SEPTEMBER 20, 2017

SUBJECT: Agenda Item #14 - For Possible Recommendation: Discussion regarding Interlocal Contract #2017-15 with Carson Valley Conservation District for funding in an amount of \$135,000 to assist with permitting and overseeing flood repairs along the Carson River in Douglas County.

DISCUSSION: At the Regional Water System and Flood Committee meeting on August 29, 2017, Rich Wilkinson with the Carson Valley Conservation District (CVCD) submitted a request for funding assistance to cover CVCD costs as they work with ranchers related to permitting and overseeing flood repairs along the Carson River in Douglas County (see attached Regional Water System and Flood Committee draft meeting notes).

Due the flooding that occurred in January and February of this year and the high runoff, there are many reaches along the Carson River that need some repair work. This includes many of the grade control/diversion structure. Also, the CVCD submitted and received funding from the Department of Water Resources under the clearing and snagging program to deal with some flooding issues and the Lutheran and Cradlebaugh bridges. To help with the permitting and overseeing all these projects, CVCD is requesting \$135,000.

The Regional Water System and Flood Committee supported the request for \$135,000.

STAFF RECOMMENDATION: Provide a recommendation to the CWSD Board.

INTERLOCAL CONTRACT

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

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

WITNESSETH:

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

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

WHEREAS, this Contract is entered into under the provisions of NRS 277.180 and 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 DISTRICT each possess common objectives and responsibilities with regard to the Carson River; and

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

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

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

1. CWSD hereby grants to DISTRICT \$135,000.00 to assist with permitting and overseeing flood repairs along the Carson River in Douglas County.
2. DISTRICT will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
3. CWSD commits to pay the approved amount of the request to DISTRICT within four (4) weeks of said request.
4. CWSD shall have no responsibility for costs exceeding \$135,000.00.
5. This Contract shall terminate December 31, 2018, at which time DISTRICT shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
6. Notwithstanding any other provision of this Agreement, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this Agreement immediately in writing. CWSD will reimburse DISTRICT for all costs that occurred under this Agreement up to the date the Agreement is terminated.
7. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
8. a. Consistent with paragraph 7 of this Contract, each party shall indemnify, hold harmless and defend, not excluding the others right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall

not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

b. 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.

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

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

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

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

14. This Contract becomes effective when ratified by appropriate official action of the governing body of each party; however, the DISTRICT can submit expenses that have been incurred from July 1, 2017, forward.
15. 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.
16. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times and places.

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

DATED: _____

CARSON VALLEY
CONSERVATION DISTRICT

DATED: _____

CARSON WATER
SUBCONSERVANCY DISTRICT

James Settlemeyer, Chairperson

ATTEST:

Karen Abowd, Chairperson

ATTEST:

J.B. Lekumberry, Secretary

Toni M. Leffler, Secretary to the Board



Carson Valley Conservation District

1702 County Rd., Suite A
Minden; Nevada 89423
(775)782-3661

August 24, 2017

Nevada State Lands
Attention: Mary Crawley
901 S. Stewart Street
Carson City, NV 89701-524

Dear Mrs. Crawley,

The Carson Valley Conservation District (CVCD) would like to request a permit fee waiver for access to complete channel clearing, snagging and maintenance projects within the Carson River in Douglas County. The CVCD will be completing these projects within the ordinary high mean water mark and adjacent to the Carson River at two separate locations. One project will be adjacent to the Carson River near the Cradlebaugh Slough in Carson Valley and the other near Lutheran Bridge. CVCD will be contracting out services to remove large woody debris and large sand and gravel deposits. Some of the material may be utilized to shape the banks of two stabilization projects on the Hussman Ranch where bio-engineering techniques will be used to help stabilize approximately 1800' of eroding riverbanks.

These projects will benefit state lands property with the improvement of water quality by reducing erosion, sediment transport, and helping prevent impacts to our vital Cottonwood gallery and wildlife habitat. The projects will involve planting willows which will help improve riparian vegetation and improve wildlife habitat. The establishment of a healthy ecosystem will help prevent noxious weed establishment along the riverbanks as well.

We are asking that State Lands waive this fee so that project partners can apply more money towards the on the ground conservation efforts. We appreciate your consideration of this fee waiver as it would be beneficial to our organization, the land owners, state lands, Douglas County and the Carson Valley Community.

Sincerely,

Richard Wilkinson
Grant Manager
Carson Valley Conservation District

AGENDA ITEM #15

**CARSON RIVER/ALPINE COUNTY WATER SUBCONSERVANCY JOINT POWERS
AUTHORITY BOARD**

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: SEPTEMBER 20, 2017

SUBJECT: Agenda Item #15 - For Possible Recommendation: Discussion regarding Interlocal Contract #2017-16 with Dayton Valley Conservation District for funding in an amount of \$32,000 to assist with permitting and overseeing flood repairs along the Carson River in Lyon County.

DISCUSSION: At the Regional Water System and Flood Committee meeting on August 29, 2017, Rob Holley with the Dayton Valley Conservation District (DVCD) submitted a request for funding assistance to cover DVCD costs as they work with ranchers related to permitting and overseeing flood repairs along the Carson River in Lyon County (see attached Regional Water System and Flood Committee draft meeting notes with Agenda Item # 14). Most of the repair work needed along the Carson River in Lyon County is related to the grade control/diversion structures. Most of the structures are still in place and need additional rock work. The Gee grade control/diversion structure was totally wiped out.

At the committee meeting Mr. Holley estimated that his costs to oversee these projects was \$15,000. Since the committee Mr. Holley found out that the work provided by USDA Natural Resources Conservation Service (NRCS) for the repairs along the Carson River did not include preparing and submitting the various permits needed to do the repairs. Base on this, Mr. Holley is requesting an additional \$17,000 for a total request of \$32,000.

The Regional Water System and Flood Committee supported the initial request for \$15,000.

STAFF RECOMMENDATION: Provide a recommendation to the CWSD Board.

INTERLOCAL CONTRACT

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

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

WITNESSETH:

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

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

WHEREAS, this Contract is entered into under the provisions of NRS 277.180 and 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 DISTRICT each possess common objectives and responsibilities with regard to the Carson River; and

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

WHEREAS, DISTRICT has requested \$32,000.00 funding to assist with permitting and overseeing flood repairs along the Carson River in Lyon County.

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

1. CWSD hereby grants to DISTRICT \$32,000.00 to assist with permitting and overseeing flood repairs along the Carson River in Lyon County.
2. DISTRICT will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
3. CWSD commits to pay the approved amount of the request to DISTRICT within four (4) weeks of said request.
4. CWSD shall have no responsibility for costs exceeding \$32,000.00.
5. This Contract shall terminate December 31, 2018, at which time DISTRICT shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
6. Notwithstanding any other provision of this Agreement, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this Agreement immediately in writing. CWSD will reimburse DISTRICT for all costs that occurred under this Agreement up to the date the Agreement is terminated.
7. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
8. a. Consistent with paragraph 7 of this Contract, each party shall indemnify, hold harmless and defend, not excluding the others right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall

not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

b. 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.

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

DISTRICT
Attn.: Rob Holley
District Manager
P.O. Box 1807
Dayton, NV 89403
(775) 246-1999

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

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

14. This Contract becomes effective when ratified by appropriate official action of the governing body of each party; however, the DISTRICT can submit expenses that have been incurred from July 1, 2017, forward.
15. 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.
16. 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: _____

DAYTON VALLEY
CONSERVATION DISTRICT

DATED: _____

CARSON WATER
SUBCONSERVANCY DISTRICT

Chuck Roberts, Chairperson

ATTEST:

Karen Abowd, Chairperson

ATTEST:

Joe Ricci, Secretary/Treasurer

Toni M. Leffler, Secretary to the Board

AGENDA ITEM #16

**CARSON RIVER/ALPINE COUNTY WATER SUBCONSERVANCY JOINT POWERS
AUTHORITY BOARD**

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: SEPTEMBER 20, 2017

SUBJECT: Agenda Item #16 - For Possible Recommendation: Discussion regarding ownership, operation, and maintenance of the Carson River.

DISCUSSION: At the August Board Meeting, Director Penzel requested an update be given at the September Board meeting on the various meetings that have been occurring regarding the ownership, operation, and maintenance of the Carson River.

At the Board meeting, Staff will give an update on the activities that have been occurring regarding this topic.

STAFF RECOMMENDATION: Receive and file.

AGENDA ITEM #17

**CARSON RIVER/ALPINE COUNTY
WATER SUBCONSERVANCY
JOINT POWERS AUTHORITY BOARD**

PUBLIC COMMENT

AGENDA ITEM #18

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: SEPTEMBER 20, 2017

SUBJECT: Agenda Item #18 - For Possible Action: Amend the CWSD Policy for Short Term Loans to the Conservation Districts and Watershed Organizations by increasing the individual and total loan amounts.

DISCUSSION: Most of the river restoration projects done in the Carson River Watershed are performed by the conservation districts. CWSD has been and currently is assisting the conservation districts with these efforts. Many of the conservation districts' funding for these projects come from state and federal grants. In 2009, the conservation districts asked CWSD if we could provide short-term loans to them so they could pay their contractors in a timely manner. Although they had grants that would cover the costs of the projects, the reimbursement process took longer than what the contractors were willing to wait. Based on these requests, CWSD created the policy for Short-Term Loans to the Conservation Districts and Watershed Organizations. The current policy allows the General Manager to sign a loan agreement with the conservation districts and then bring that action to the next board meeting. However, if the loan amount is more than \$40,000, the General Manager must first receive approval from the Board. Also, the maximum amount of outstanding loans cannot exceed \$120,000. With the amount of damage that occurred this year to the Carson River and the short window within which the repairs can be completed, there is a strong likelihood that the conservation districts may be requesting loans to do the work this year which exceed the amounts authorized in the policy.

Staff is not asking for a permanent modification to the policy but instead is requesting that the Board allow the General Manager to exceed the limitations for this year. As with all past loans, the conservation districts must prove they have the guaranteed funding source to repay CWSD and they will enter into an agreement with CWSD. This agreement is then brought forth at the next CWSD Board meeting.

STAFF RECOMMENDATION: Authorize the temporary modification to the CWSD Policy for Short-Term Loans to the Conservation Districts and Watershed Organizations to increase the individual and total loan amounts.

6-17-09

CARSON WATER SUBCONSERVANCY (CWSD) POLICY FOR SHORT-TERM LOANS TO THE CONSERVATION DISTRICTS AND WATERSHED ORGANIZATIONS

Policy:

This policy recognizes that the conservation districts and watershed organizations provide a tremendous benefit to the overall watershed through their river restoration projects. Many of these projects are funded by state and/or federal reimbursement grants. Sometimes the time to process the reimbursement payment can create a negative impact on the entity's cash flow. This policy will allow CWSD to provide short term loans to the conservation districts and watershed organizations so that they can pay their contractors in a timely manner. CWSD will be reimbursed once the entity receives the funds from the granting agency.

Purpose and Objective:

To establish a uniform procedure for providing short term loans to the conservation districts and watershed organizations as they are waiting for reimbursement from a state and/or federal grant.

General Procedures, Guidelines, and Responsibilities:

When a conservation district or watershed organization needs a short-term loan, the entity will submit a written request to CWSD with the following information provided:

- A. The purpose of the request.
- B. The amount of the request.
- C. The estimated term of the loan.
- D. Proof the loan will be reimbursed from the state and/or federal grant.

Staff will notify the CWSD Board of Directors of any loans made and when the funds have been reimbursed. Any loan amount, or combination of loans to any given entity, in excess of \$40,000 must first receive approval by the Board. The total maximum amount of loans that may be outstanding at any one time shall not exceed \$120,000.

AGENDA ITEM #19

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: SEPTEMBER 20, 2017

SUBJECT: Agenda Item #19 – For Possible Action: Discussion regarding possible changes to the Joint Powers Agreement between Alpine County and CWSD and/or consideration of an alternative structure to involve Alpine County and Storey County in the Carson River Watershed process with CWSD.

DISCUSSION: This topic was discussed with the Carson River/Alpine County Subconservancy Joint Powers Authority Board under Item #12.

STAFF RECOMMENDATION: Approve the recommendation of the Carson River/Alpine County Subconservancy Joint Powers Authority Board.

AGENDA ITEM #20

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: SEPTMBER 20, 2017

SUBJECT: Agenda Item #20 – For Possible Action: Approval of Interlocal Contract #2017-14 addressing funding from Alpine County, California to Carson Water Subconservancy District and compensating Alpine County representatives for participation in the Alpine County/Carson Water Subconservancy District Joint Powers Authority meetings.

DISCUSSION: This topic was discussed with the Carson River/Alpine County Subconservancy Joint Powers Authority Board under Item #13.

STAFF RECOMMENDATION: Approve the recommendation of the Carson River/Alpine County Subconservancy Joint Powers Authority Board.

AGENDA ITEM #21

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: SEPTEMBER 20, 2017

SUBJECT: Agenda Item #21 – For Possible Action: Approval of Interlocal Contract #2017-15 with Carson Valley Conservation District for funding in an amount of \$135,000 to assist with permitting and overseeing flood repairs along the Carson River in Douglas County and Carson City.

DISCUSSION: This topic was discussed with the Carson River/Alpine County Subconservancy Joint Powers Authority Board under Item #14.

STAFF RECOMMENDATION: Approve the recommendation of the Carson River/Alpine County Subconservancy Joint Powers Authority Board.

AGENDA ITEM #22

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: SEPTEMBER 20, 2017

SUBJECT: Agenda Item #22 – For Possible Action: Approval of Interlocal Contract #2017-16 with Dayton Valley Conservation District for funding in an amount of \$32,000 to assist with permitting and overseeing flood repairs along the Carson River in Lyon County.

DISCUSSION: This topic was discussed with the Carson River/Alpine County Subconservancy Joint Powers Authority Board under Item #15.

STAFF RECOMMENDATION: Approve the recommendation of the Carson River/Alpine County Subconservancy Joint Powers Authority Board.

STAFF REPORTS

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: SEPTEMBER 20, 2017

SUBJECT: Agenda Item #23 - For Information Only: Staff report

DISCUSSION: The following is a list of meetings/activities attended by Ed James and staff since the last Board meeting on August 16, 2017:

- 8/18/17 – Ed and Toni met with Angela Fralick, Carson City Assistant District Attorney, to discuss Open Meeting Law requirements and CWSD agendas.
- 8/18/17 – Ed and Debbie participated in a conference call with Mark Gookin of Cardno regarding the Voltaire and Saliman Restudy & Remapping Floodplain Study in Carson City.
- 8/22/17 – Ed met with Larry Werner, Douglas County Manager, and Mike Hayes of Carson Valley Conservation District (CVCD) about funding for flood repairs.
- 8/23/17 – Ed and Toni participated in the CWSD Finance Committee meeting.
- 8/23/17 – Ed and Debbie met with Jeannie Ruefer, FEMA Region IX Risk MAP Program Manager, and Bob Bezek, FEMA Region IX Project Manager, for a project tour of Goni, Voltaire, and Johnson Lane Area Drainage Master Plan projects.
- 8/23/17 – Ed and Debbie met with Robb Fellows of Carson City and Mark Gookin of Cardno regarding Voltaire and Saliman Canyons.
- 8/24/17 – Ed participated in the Nevada Water Resource Association (NWRA) 2018 conference planning meeting.
- 8/24/17 – Ed attended a meeting regarding the development of the Tahoe Regional Planning Agency (TRPA).
- 8/25/17 – Ed and Brenda watched a Tiger Dam System demonstration in Gardnerville.
- 8/29/17 – Ed and George Benesch met with David Prentice, Alpine County's legal counsel, Carol McElroy, Alpine County Chief Administrative Officer, David Griffith, and Don Jardine regarding modifications to the Joint Powers Agreement.
- 8/29/17 – Brenda and Shane participated in the CRC Education Working Group meeting.
- 8/29/17 – Ed and Toni participated in a CWSD Regional Water System and Flood Committee meeting.
- 8/30/17 – Shane and Debbie participated in the 2017 Flood Awareness Week planning group meeting.
- 8/30/17 – Ed met with Rob Holley of DVCD, Rich Wilkinson of CVCD, and Gus Wegren of the USDA Farm Services Agency to discuss funding for flood repairs to flood control/diversion structures.
- 8/30/17 – Brenda and Shane had a conference call with Lauren Hamilton regarding the National Fish and Wildlife Foundation (NFWF) grant coordination.

- 8/31/17 – Ed participated in a tour of the flood damages to the Minor Ranch with Ken Brooks, Congressman Mark Amodei's representative.
- 8/31/17 – Ed met with Mike Workman, Lyon County Utilities Manager for a water purveyor's update.
- 8/31/17 – Ed met with Rob Pyzel and Jeff Page of Lyon County, Austin Osborne of Storey County, and Brent Farr and Damon McAllister of Farr West Engineering regarding the Storey County Area Drainage Master Plan.
- 9/1/17 – Staff met to discuss various office and procedural issues.
- 9/5-8/17 – Debbie attended the Floodplain Management Association Conference in Long Beach and took the Certified Floodplain Manager's test.
- 9/6/17 – Ed met with Dan Stucky, Carson City's City Engineer.
- 9/6/17 – Ed, Brenda, and Shane gave a presentation of the Watershed Program grant application to NDEP.
- 9/6/17 – Ed attended in support of the River Wrangler's presentation of their Environmental Education grant application to NDEP.
- 9/9/17 – Shane demonstrated the floodplain model at the Carson City Safety Day event.
- 9/11-15/17 – Staff participated in the annual CWSD audit.
- 9/11/17 – Brenda and Shane participated in a meeting to coordinate presentation submittals for the River Rally.
- 9/11/17 – Ed participated in a NWRA 2018 conference planning meeting.
- 9/12/17 – Ed participated in a Carson Truckee Water Conservancy District (CRWCD) Board meeting in Reno.
- 9/12/17 - Ed participated in a NWRA 2018 conference planning meeting.
- 9/12/17 – Shane participated in a Growing Resources for Environmental Education in Nevada (GREENevada) meeting in Reno.
- 9/14/17 – Ed met with Carson City representatives to discuss water planning.
- 9/15/17 – Ed and Toni participated in a CWSD Administrative Committee meeting.

Meetings/events scheduled during the balance of September:

- 9/27/17 – Ed and Brenda participated and gave presentations at the NWRA 2017 Fall Event in Reno.
- 9/27/17 – Ed participated in the NWRA 2017 Fall Event in Reno.
- 9/29/17 – Shane and Debbie participated in the 2018 Flood Awareness Week (FAW) planning meeting.

STAFF RECOMMENDATION: Receive and file.

CORRESPONDENCE

Officials look to update two key flood documents

By Anne Knowles
aknowles@nevadaappeal.com

Stakeholders in the Carson River watershed gathered Tuesday to work on updating two key flood documents.
The Discovery Plan is a report

required by the Federal Emergency Management Agency in order to seek federal money for local flood projects.

"The update ensures we have funding opportunities in the future," said Ed James, general manager, Carson Water

Subconservancy District.

The update, due in November, outlines flood risks throughout the watershed and mitigation strategies.

"Data collection. That's the primary reason we're here today," Karina in Peternal, hydrologist, Michael

Baker International, the consultant working on the regional plan, told the members of the Carson River Coalition at its meeting in the Nevada Room of the Governor's Mansion.

FLOOD, A7

FLOOD

From page A1

The data requested at the meeting included flood risk projects and mitigation capabilities, and photos, high water marks, demographics and LIDAR, or light detection and ranging, and aerial topography for a second meeting planned in October.

The second document is the Carson River Regional Floodplain Management Plan, developed and adopted in 2008 by CWSD and the counties in the watershed, including Carson City.

The plan was updated in 2013 and a draft update is due in a year.

The document outlines 38 suggested actions or projects and programs to address flooding.

The plan isn't required by FEMA, but it's one step that can be taken to earn points in

FEMA's community rating system, which helps lower the cost of flood insurance for property owners in the region, said Brenda Hunt, program manager, CWSD.

The update will add more on alluvial plains, the large, flat areas created by sediment deposits that contain floodplains.

"This will start looking at that, at what's missing, what needs to be done," said James.

The coalition will meet again in December or January to start working on the plan, which is eventually accepted by local governing bodies, including the Carson City Board of Supervisors.

The coalition is also working on events for the upcoming flood awareness week Nov. 11-17 and a tour of flood damage sites that may include Buzzy's Ranch in Carson City and restoration projects in Alpine County.

★ **YOU'RE INVITED** ★

A decorative flourish consisting of two symmetrical scroll-like lines flanking a silhouette of a cow facing right.

TO JOIN US FOR DVCD'S ANNUAL

B B B Q

DAYTON STATE PARK
SATURDAY, OCTOBER 7
12 P.M.

— ★ —
PLEASE BRING A SIDE DISH OR
DESSERT TO SHARE. MEAT, BREAD
AND DRINKS WILL BE PROVIDED.

R.S.V.P TO LEAH AT 775.246.1999 OR
LKNIFFEN.DVCD@GMAIL.COM BY SEPTEMBER 22

★ ★