PUBLIC NOTICE

A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE CARSON WATER SUBCONSERVANCY DISTRICT WILL BE HELD ON WEDNESDAY, JUNE 17, 2015, AT 6:30 P.M. IN THE CHURCHILL COUNTY COMMISSION CHAMBERS, 155 N. TAYLOR ST, FALLON. A QUORUM OF THE DOUGLAS COUNTY BOARD OF COMMISSIONERS MAY BE PRESENT AT THIS MEETING. THOSE COMMISSIONERS WILL BE DELIBERATING AND TAKING ACTION ONLY IN THEIR ROLE AS DIRECTORS OF THE CARSON WATER SUBCONSERVANCY DISTRICT. THE MEETING WILL BE PRECEDED BY A TOUR OF CHURCHILL VINEYARDS/FREY RANCH ESTATE DISTILLERY, 1045 DODGE LANE, FALLON, NEVADA AT 3:00 P.M. AND DINNER AT 5:00 P.M. AT STOCKMAN'S COFFEE SHOP AT 1560 WEST WILLIAMS AVENUE, FALLON, NEVADA AT 5:00 P.M. A QUORUM OF THE CWSD DIRECTORS MAY BE PRESENT AT THE EVENTS PRECEDING THE BOARD MEETING BUT NO ACTION WILL BE TAKEN.

s/TONI LEFFLER **SECRETARY**

ITEMS ON THE AGENDA MAY BE TAKEN OUT OF ORDER. THE PUBLIC BODY MAY COMBINE TWO OR MORE AGENDA ITEMS FOR CONSIDERATION. THE PUBLIC BODY MAY REMOVE AN ITEM FROM THE AGENDA OR DELAY DISCUSSION RELATING TO AN ITEM ON THE AGENDA AT ANY TIME.

AGENDA

- 1. Call to Order
- 2. Convene CWSD/Alpine County Joint Powers Board
- 3. Roll Call
- 4. Pledge of Allegiance
- 5. Approval of Agenda
- Approval of Minutes of the Board Meeting on May 20, 2015, and the Special Board 6. Meeting and Budget Hearing on May 21, 2015.
- 7. Public Comment

CONSENT AGENDA
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 OF ROUTEN MAY REQUEST THAT AN ITEM BE TAKEN FROM THE CONSENT AGENDA, DISCUSSED AND ACTED UPON SEPARATELY DURING THIS MEETING.

- Approval of Treasurer's Report for May 2015. 8.
- 9. Payment of Bills for May 2015.
- 10. Discussion for possible action regarding approval of the Agreement #2015-2 with River Wranglers for the Carson River Work Days and Vegetation Management Projects
- Discussion for possible action regarding approval of Agreement #2015-3 with Alpine 11. Watershed Group to Help Fund the Upper Carson River Watershed Programs.
- 12. Discussion for possible action regarding approval of Interlocal Contract #2015-4 with Carson Valley Conservation District for Bioengineering and Erosion Control Along the Carson River through Carson Valley.
- Discussion and possible action regarding approval of an Addendum to Interlocal Contract 13. #2014-8 with Dayton Valley Conservation District for Middle Carson River Clearing, Snagging, and Maintenance Projects.
- Discussion and possible action regarding approval of Interlocal Contract #2015-5 with 14. Dayton Valley Conservation District for Noxious Weed Control in Storey County.
- Discussion and possible action regarding approval of Interlocal Contract #2015-6 with 15. Lahontan Conservation District for Clearing and Snagging on the Carson River Below the Diversion Dam.

JUNE 17, 2015 CWSD BOARD MEETING AGENDA

- 16. Discussion for possible action regarding approval of Interlocal Contract #2015-7 with Lahontan Conservation District for Sand Bar Removal Along the Carson River in Churchill County.
- 17. Discussion for possible action regarding approval of Interlocal Contract #2015-8 with Churchill County to Assist in the Lahontan Valley Water Level Measurement Program.
- Discussion and possible action regarding approval of Interlocal Contract #2015-9 with 18. Douglas County for to Help Cover Some of the Costs for an Intertie Between Sierra Country Estates and Foothill Water Systems.
- 19. Discussion for possible action regarding approval of an Agreement #2015-10 with Sierra **Nevada Journeys** to Help Fund Three "Family Watershed Nights."
- 20. Discussion for possible action regarding approval of Interlocal Contract #2015-11 with Lyon County to Assist with Middle Carson River Corridor High Resolution Imagery Project.

END OF CONSENT AGENDA

- 21. Discussion for possible action regarding an update on the June 9-10, 2015, "Get on the Bus" Watershed Tour.
- 22. Discussion for possible action regarding the legality of collecting precipitation in Low Impact Development (LID) projects.
- 23. Discussion for possible action regarding a review of the watershed survey questions.
- Discussion for possible action regarding a summary of legislative bills being followed by 24. CWSD staff.
- 25. Staff Reports - General Manager
 - Legal
 - Correspondence
- **Directors Reports** 26.
- 27. Public Comment
- 28. Adjournment

Supporting information is available through Toni Leffler, 777 E. William St., #110A, Carson City, NV 89701, 775-887-7450, toni@cwsd.org and on CWSD website at www.cwsd.org. This notice has been posted on **JUNE 10, 2015**, at the following locations:

-Dayton Utilities Complex

-Lyon County Administrative Building

-Carson City Hall

-Carson Water Subconservancy District Office

- -Alpine County Administrative Building

AGENDA ITEM #6 MINUTES OF LAST BOARD MEETING

CARSON WATER SUBCONSERVANCY DISTRICT BOARD OF DIRECTORS MEETING May 20, 2015, 6:30 P.M.

Minutes

Directors present:

Karen Abowd, Vice Chairman

Brad Bonkowski

Carl Erquiaga

Ray Fierro, Treasurer

Don Jardine

Doug Johnson

Greg Lynn, Chairman

Austin Osborne, Storey County

Barry Penzel

Mary Rawson

Chuck Roberts

Ernie Schank

Fred Stodieck

Directors not present:

Don Frensdorff

Staff present:

George Benesch, Legal Counsel

Brenda Hunt, Watershed Program Manager

Edwin James, General Manager

Toni Leffler, Administrative Assistant/Board Secretary

Also present: None

Chairman Lynn called the meeting to order at 6:30 p.m. in the Conference Room of Lyon County Utilities, 34 Lakes Blvd., Dayton, Nevada. The CWSD/Alpine County Joint Powers Board was convened. Roll call was taken and a quorum was determined to be present. The Pledge of Allegiance was lead by Director Jardine.

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

Item #7 - Approval of the Board Meeting Minutes from April 15, 2015. - Director Abowd made the motion to approve the Minutes of the Board Meeting on April 15, 2015. The motion was seconded by Director Bonkowski and unanimously approved by the Board, with Directors Schank and Stodieck abstaining as not being present at the meeting.

<u>Item #7 - Public Comment</u> None

CONSENT AGENDA

<u>Item #8 - Approval of Treasurer's Report for April 2015.</u>

<u>Item #9 - Payment of Bills for April 2015.</u>

<u>Item #10 - Discussion for possible action to hire Video Quest Productions to produce an updated</u> Leviathan video.

Item #11 - Discussion for possible action to surplus office equipment.

Director Schank made the motion to approve the consent agenda items #8-11. The motion was seconded by Director Stodieck and unanimously approved by the Board. There was no public comment.

END OF CONSENT AGENDA

Item #12 - Discussion for possible action to review the proposed final budget for FY 2015-16. Ed James explained that on page 41 of the Board package is a brief summary of the budget. There are only a few changes from the tentative to the final budget, the biggest of which is with pass-through grants. Office equipment was reduced by \$500 to keep the 4% balance surplus. About \$49,000 is carried over from the FY 2014-15 Dayton Valley Conservation District. There is a transfer of \$2,000 from the General Fund to the Acquisition/Construction Fund.

Director Penzel asked the purpose of the Douglas County Arsenic Study. Mr. James explained that the study was requested by the upper watershed water purveyors to determine whether the large amount of pumping at the Minden wells could draw in arsenic from the surrounding areas. Director Penzel noted that there is already routine sampling being done, and Mr. James explained that in addition to the routine sampling, the USGS is doing a transport particle study.

Director Johnson asked if the Mud Lake water lease has gone up 10%. Mr. James responded that Carson City used all the water this year. The cost has increased by the Consumer Price Index (CPI). However, some years Carson City does not use all the water, so Mr. James budgets conservatively.

The vote will be at the meeting tomorrow morning.

Item #13 - Discussion for possible action regarding an update on the 2015 Floodplain Management Forum. Brenda Hunt handed out an evaluation survey which was completed after the Floodplain Management Forum on April 22. She reported that the forum went very well, including getting rain in the afternoon which was very well timed to cloud over the glare of the skylights in the Dayton Community Center. The event was attended by about 60 people, of which about 27 responded to the survey. The keynote speaker was Rob Palmer, the State Floodplain Manager, whose presentation was well received. There was a good variety of people present so there were varied viewpoints represented. Some of the comments were well thought out and indicated that participants got what we wanted people to get out of the forum. Most people were happy with what CWSD/CRC has been doing within the watershed. Folks generally liked the forum as a vehicle for sharing information. Most of the participants were from state, regional, and local governments but there were some general citizens in attendance.

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

<u>Item #14 - Discussion for possible action regarding an update on the Nevada Legislature.</u> Mr. James explained that a summary of bills being followed by CWSD is on page 54 of the Board package.

- AB 19 that modifies the tentative budget hearing date from the third Thursday or Friday of May to any time between the third Monday and the end of May. The Tax Department indicated that CWSD's proposal to change the time span to the second Monday would impact their operations for examination of all the tentative budgets. The bill passed.
- AB 169 regarding gray water passed both houses. He noted that our area reuses wastewater effectively.
- AB 198 requiring the Legislative Committee on Public Lands to conduct a study of water conservation and alternative sources of water for Nevada communities passed the Assembly but is just sitting in the Senate.
- AB 353 would require that professional services be awarded based on competitive bids. It is just sitting and is expected to die.
- AB 415 which allows landowners in the Newlands Project to use their water rights anywhere on their land was passed by both houses and signed by the Governor.
- AB 430, introduced by Robin Titus to provide funding for clearing and snagging, is being heard at 8:00 a.m. tomorrow by the Assembly Ways and Means Committee. Mr. James reported that Robin Titus said that no one is against this bill but it is a matter of finding funding for it.
- AB 455, creating a committee to do an interim study on current and future water supplies, is
 just sitting.
- Of the two State Engineer's bills, SB 65 did not receive two-thirds vote to pass out of the Senate and is therefore dead. SB 81 to deal with critical management areas in Pahrump and Diamond Valley is in limbo but is still alive.
- SB 70 making changes to the Open Meeting Law has passed both houses.
- SB 423, a request for funding for cloud seeding, is sitting in the Senate Finance Committee.
- SB 476 for conservation districts assessment for noxious weeds was passed by the Senate.
- SB 485 requiring a claimant of a pre-statutory (1905 for surface water and 1935 for ground water) water right to submit proof of the claim to the State Engineer on or before December 31, 2025, passed the Senate and is on the Assembly side.

There was no public comment. No action was required on this item; receive and file.

Item #15 - Discussion for possible action regarding authorizing CWSD to pursue funding from FEMA under the Cooperative Technical Partner (CTP) program. Mr. James explained that staff is looking for authorization to submit a grant request with FEMA for MAS #6 projects. Has been in touch with all the counties for flood-related studies. Nothing has been proposed by Churchill County yet. After all the projects are in, Mr. James will prioritize the list in case funding falls short of covering them all. Director Lynn asked about what projects had been submitted by Douglas County and will follow up on the projects with county staff. The Rocky Slough project is not on the list. Mr. James noted that there was not a funding request from Douglas County for FY 2015-16. The study is completed but there was no request for construction.

Ms. Hunt explained that suggested action in the Floodplain Management Plan is for community education. She showed three YouTube videos to encourage using floodplains as a community asset:

one to the public, one to the government, and one to developers. There was discussion about how this message would need to be tweaked for use in our area to protect the floodplain.

Director Roberts made the motion to authorize staff to pursue a grant funding from FEMA to conduct various flood studies and videos for the Carson River Watershed. The motion was seconded by Director Johnson and unanimously approved by the Board.

Item #16 - Staff Reports

General Manager - Mr. James reported: 1) In the process for General Manager's review he will send out the form for his assessment and also wants to meet with each Director. The process may not come back before the Board until July or August. 2) Both Debbie Neddenriep and Courtney Walker worked last Saturday (5/16/15) representing the CWSD; Ms. Neddenriep was at Spring Wings in Stillwater, and Ms. Walker went to Alpine County for the Washoe Tribe Earth Day. Both were well received. 3) Mr. James pointed out the liability waiver for Leviathan Superfund Site tour which had been handed out and requested that each Director sign and return one to staff. 4) The next Board meeting will be in Churchill County with a tour at Charlie Frey's winery/distillery before the meeting.

Ms. Hunt reminded the Board that the Carson Watershed "Get on the Bus" tour is coming up on June 9-10, 2015, and urged Directors to sign up soon if they wish to participate.

Legal –Mr. Benesch had nothing specific to report.

Correspondence – As included in the Board package and handed out.

Item #18 - Directors' Reports

Director Rawson reported that former CWSD Director Gunter Kaiser passed away on 4/23/15. She will let staff know when his memorial service will be so that the Board can be informed to attend.

At Director Penzel's request, Director Schank explained that in 2008, the Newlands Project canal breached the Lewis Spill which is a safety structure on the V-Line Canal. It is used operationally all the time to avoid sending water through the main canal closer to the center of Fallon. A tractor brigade of local farmers fixed the breach but was it considered temporary. Since then Truckee Carson Irrigation District (TCID) has been working on replacing the spillway. Two years ago TCID received low cost loans from NV Energy to encourage wind and hydropower projects. The account has accumulated \$20 million since the 2009 Legislative authorization there were funds available to put hydro on the project. The Paniker Drop of 12-13 vertical feet also got low head hydro. It was supposed to be done by the end of the year but the split water season caused the project to not begin until the beginning of November 2014, so it went past the deadline for the rebate. Director Schank and TCID's General Manager Rusty Jardine were able to get a one year extension. The rebate is \$1.1 million on the \$1.5 million project. The contractor was supposed to be out of the canal the beginning of the water season but didn't get out until April 18. Twelve hours after putting water in the ditch it breached. It will probably cost \$500,000 and was repaired in 10 days with the help of other counties. They saved the facility and the hydro structure. They fired it up last Friday, so the Newlands Project now has water.

Director Rawson reported that California Fish & Game will be opening the road all the way to Blue Lake soon.

Director Johnson reported that Douglas County has concerns about the intake water systems at Lake Tahoe. Apparently the problem is not having water meters.

Director Jardine reported: 1) On May 28-29, he will be in workshop at PG&E in Barstow for the Lahontan Water Quality Control Board. 2) He noted that Caples Lake is up when he passed coming from Sacramento.

Directors Roberts, Osborne, Abowd, Bonkowski, Penzel, Stodieck, Erquiaga, Fierro, and Lynn had nothing specific to report but joined in thanking the staff for arranging the tour of the Mark Twain Subdivision sewer retrofit and dinner at 1st and 10 Bar and Grill preceding the meeting.

Item #19 - Public Comment. None

There being no further business to come before the Board, Director Abowd made the motion to adjourn, seconded by Director Penzel and unanimously approved by the Board. The meeting was adjourned at 7:37 p.m.

Respectfully submitted,

Toni Leffler Secretary

CARSON WATER SUBCONSERVANCY DISTRICT BOARD OF DIRECTORS SPECIAL BOARD MEETING AND BUDGET HEARING May 21, 2015, 7:30 AM

Meeting Minutes

Directors Present:

Brad Bonkowski Barry Penzel

Chuck Roberts

Directors Present by Teleconference:

Karen Abowd, Vice Chair Carl Erquiaga Don Frensdorff Donald Jardine Doug Johnson Greg Lynn, Chairman

Staff Present:

Edwin James, General Manager Toni Leffler, Administrative Assistant/Secretary to the Board

Director Bonkowski called the meeting to order at 7:30 a.m. in the Carson Water Subconservancy District (CWSD) Conference Room, 777 E. William St., #110, Carson City, NV The CWSD/Alpine County Joint Powers Board was convened. Roll call determined that a quorum of Directors were present in person and by teleconference.

<u>Item #3 - Approval of Agenda.</u> Director Johnson made the motion to approve the agenda. The motion was seconded by Director Lynn and unanimously approved.

Item #4 - Public Comments. None.

Item #5 - Public Hearing of the Carson Water Subconservancy District FY 2015-16

Tentative Budget. Director Bonkowski opened the public hearing of the FY 2015-16 tentative budget, and there being no public comments, closed the public hearing.

Item #6 - Discussion for possible action regarding approval of the FY 2015-16 Final Budget. Director Abowd made the motion to approve the FY 2015-16 Final Budget. The motion was seconded by Director Penzel and unanimously approved by the Board.

Item #7 - Public Comment. None.

5-21-15

<u>Item #7 Adjournment</u> - There being no further business to come before the Board, Director Penzel made the motion to adjourn, seconded by Director Abowd, and unanimously approved by the Board. The meeting was adjourned at 7:35 a.m.

Respectfully submitted,

Toni Leffler Secretary



2 5-21-15

AGENDA ITEM #8 TREASURER'S REPORT

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND Balance Sheet

As of May 31, 2015

| | May 31, 15 |
|---|---------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings 1010-00 · Cash in Checking - B of A | 92 000 11 |
| 1011-00 · Petty Cash | 82,000.11 104.72 |
| 1014-00 · Local Gov't Inv. Pool-Regular | 260,365.51 |
| 1018-00 · Greater NV Credit Union-Savings | 25.00 |
| 1021-00 · US Bank CD | 248,397.56 |
| 1028-00 · First Independent Bank of Nevad | 246,462.27 |
| 1029-00 · Bank of America-Savings | 147,063.90 |
| Total Checking/Savings | 984,419.07 |
| Other Current Assets | |
| 1055-00 · Payroll Deposit - Carson City | 500.00 |
| Total Other Current Assets | 500.00 |
| Total Current Assets | 984,919.07 |
| TOTAL ASSETS | 984,919.07 |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Other Current Liabilities 3307-00 · CC Payroll Due | 36,801.65 |
| 3360-00 · Accrued Vacation | 22,879.97 |
| 3362-00 · Accrued sick leave | 42,382.01 |
| Total Other Current Liabilities | 102,063.63 |
| Total Current Liabilities | 102,063.63 |
| | |
| Total Liabilities | 102,063.63 |
| Equity | |
| 4000-00 · Fund Balance | 644,873.49 |
| Net Income | 237,981.95 |
| Total Equity | 882,855.44 |
| TOTAL LIABILITIES & EQUITY | 984,919.07 |

For internal & discussion purposes only.

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

July 2014 through May 2015

| | Jul '14 - May 15 | Budget | \$ Over Budget | % of Budget |
|---|--|--|--|---|
| Ordinary Income/Expense Income | | | | |
| 5008-00 · Alpine Co. Joint Powers contrib 5009-00 · Churchill County Ad Valorem 5010-00 · Lyon County Ad Valorem 5011-00 · Douglas County Ad Valorem 5012-00 · Carson City Ad Valorem | 8,750.00 171,460.33 112,104.09 453,188.11 363,206.78 | 8,750.00 183,806.04 148,778.47 462,263.21 363,142.29 | -12,345.71 -36,674.38 -9,075.10 64.49 | 100.0% 93.3% 75.3% 98.0% 100.0% |
| 5022-00 · Water Lease - Mud Lake 5023-00 · Water Lease-Lost Lakes 5025-00 · Int. IncUS Bank CD | 49,973.12 1,032.27 | 45,000.00 1,250.00 | 4,973.12 | 111.1% 82.6% |
| 5031-00 · Interest Income-LGIP Reg. 5044-00 · Int-1st Independent Bk of NV CD 5045-00 · Interest Income-B of A Savings 5050-00 · Watershed Coordinator | 132.97 1,126.16 63.90 | 261.00 1,320.00 | -128.03 -193.84 | 50.9% 85.3% |
| 5050-07 · CRC donation 5050-08 · NDEP Watershed Coord 2012-15 5050-10 · NDEP Watershed Coord. 2015-18 | 5.00 20,111.79 5,990.43 | 33,650.00 | 5.00 -13,538.21 | 100.0% 59.8% |
| Total 5050-00 · Watershed Coordinator | 26,107.22 | 33,650.00 | -7,542.78 | 77.6% |
| 5058-00 · 208 Water Quality Plan 5058-02 · NDEP-2010 Algae Study Grant 5058-03 · NDEP 208 LID Grant- 2013-15 | 996.93 26,157.46 | 17,000.00 25,300.00 | -16,003.07 857.46 | 5.9% 103.4% |
| Total 5058-00 · 208 Water Quality Plan | 27,154.39 | 42,300.00 | -15,145.61 | 64.2% |
| 5060-00 · Misc. Income 5060-02 · Watershed Tour 5060-03 · CRC Forum | 3,765.00 535.00 | 3,100.00 | 665.00 | 121.5% |
| Total 5060-00 · Misc. Income | 4,300.00 | 3,100.00 | 1,200.00 | 138.7% |
| 5063-00 · Environmental Education Program 5063-03 · NDEP-Env.Ed.Coord. 2012-14 5063-04 · NDEP-Env.Ed.Coord.2015-17 | 18,181.89 4,490.31 | 18,100.00 | 81.89 | 100.5% |
| Total 5063-00 · Environmental Education Program | 22,672.20 | 18,100.00 | 4,572.20 | 125.3% |
| 5070-00 · Clear Creek Educ. Program 5070-03 · NDEP-Clear Cr. NPS Ed.Grant | | | | |
| Total 5070-00 · Clear Creek Educ. Program | | | | |
| 5073-00 · CC BMP Program 5073-03 · NDEP-BMP Stormwater-2012-14 | | | | |
| Total 5073-00 · CC BMP Program | | | | |
| 5077-00 · CR Conservation Tours 5077-03 · NDEP Conserv Tour Grant 2012-14 5077-00 · CR Conservation Tours - Other | 2,682.82 3,206.02 | 6,000.00 | -3,317.18 | 44.7% |
| Total 5077-00 · CR Conservation Tours | 5,888.84 | 6,000.00 | -111.16 | 98.1% |
| 5081-00 · FEMA - MAS #2 5082-00 · Alpine CoCASGEM Grant 5085-00 · Ch.Co. for USGS GW/WQ Study | 469.33 | 1,000.00 | -530.67 | 46.9% |
| 5086-00 · FEMA MAS #3 (Do.Co.) 5087-00 · FEMA MAS #4 (Flood Maps) 5090-00 · NDEP-Watershed Literacy Grant | 163,936.47 8,512.60 | 100,000.00 220,000.00 | 63,936.47 -211,487.40 | 163.9% 3.9% |
| 5090-01 · TNC-ContribWtrshd Lit.Survey 5090-00 · NDEP-Watershed Literacy Grant - Other | 3,000.00 2,950.83 | 18,900.00 | -15,949.17 | 15.6% |
| Total 5090-00 · NDEP-Watershed Literacy Grant | 5,950.83 | 18,900.00 | -12,949.17 | 31.5% |
| 5091-00 · Rec.Trails Signage-Motorized 5092-00 · FEMA - MAS #5 | 17,195.00 92,082.13 | 27,500.00 | -10,305.00 | 62.5% |
| Total Income | 1,535,306.74 | 1,685,121.01 | -149,814.27 | 91.1% |
| Expense 7015-00 · Salaries & Wages 7020-00 · Employee Benefits 7021-00 · Workers Comp Ins. 7101-00 · Director's Fees | 283,577.57 104,089.62 500.00 | 318,100.00 126,000.00 1,000.00 | -34,522.43 -21,910.38 -500.00 | 89.1% 82.6% 50.0% |

Page 1

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND Profit & Loss Budget vs. Actual July 2014 through May 2015

| | Jul '14 - May 15 | Budget | \$ Over Budget | % of Budget |
|---|---------------------|-------------------------|--------------------------|----------------|
| 7101-01 · Director Benefits 7101-00 · Director's Fees - Other | 160.36 11,138.34 | 14,000.00 | -2,861.66 | 79.6% |
| Total 7101-00 · Director's Fees | 11,298.70 | 14,000.00 | -2,701.30 | 80.7% |
| 7102-00 · Insurance | 7,526.62 | 9,500.00 | -1,973.38 | 79.2% |
| 7103-00 · Office Supplies | 2,364.30 | 5,000.00 | -2,635.70 | 47.3% |
| 7104-00 · Postage | 766.53 | 1,250.00 | -483.47 | 61.3% |
| 7105-00 · Rent | 23,454.80 | 25,530.00 | -2,075.20 | 91.9% |
| 7106-00 · Telephone/Internet 7107-00 · Travel-transport/meals/lodging | 3,206.42 | 3,000.00 | 206.42 | 106.9% |
| 7107-00 · Travel-transport/meals/lodging | 6,457.19 | | | |
| 7107-00 · Travel-transport/meals/lodging - Other | 4,718.36 | 13,500.00 | -8,781.64 | 35.0% |
| Total 7107-00 · Travel-transport/meals/lodging | 11,175.55 | 13,500.00 | -2,324.45 | 82.8% |
| 7108-00 · Dues & Publications | 1,092.17 | 800.00 | 292.17 | 136.5% |
| 7109-00 · Miscellaneous Expense | 3,047.50 | 3,000.00 | 47.50 | 101.6% |
| 7110-00 · Seminars & Education | 2,280.00 | 2,500.00 | -220.00 | 91.2% |
| 7111-00 · Office Equipment | 582.41 | 2,500.00 | -1,917.59 | 23.3% |
| 7112-00 · Bank Charges | 557.50 | 200.00 | -200.00 | |
| 7114-00 · Outside Professional Services 7115-00 · Accounting | 557.50 8,200.00 | 20,000.00 16,000.00 | -19,442.50 | 2.8% |
| 7115-00 · Accounting 7116-00 · Legal | 33,698.10 | 40,000.00 | -7,800.00 -6,301.90 | 51.3% 84.2% |
| 7117-00 · Legal 7117-00 · Lost Lakes Expenses | 6,567.09 | 6,000.00 | -6,301.90 567.09 | 109.5% |
| 7118-00 · Mud Lake O & M | 854.63 | 2,000.00 | -1,145.37 | 42.7% |
| 7120-00 · Integrated Watershed Programs | | _,000.00 | 7,110.01 | 72.170 |
| 7120-01 · Watershed Map Exp. | 800.00 | | | |
| 7120-07 Watershed Tour | 56.33 | 3,200.00 | -3,143.67 | 1.8% |
| 7120-08 · Invasive Species Programs | 1,485.00 | 5,000.00 | -3,515.00 | 29.7% |
| 7120-10 · Int. Watershed Donation | 22.59 | | 22.59 | 100.0% |
| 7120-11 · CRC Forum | 611.31 | | | |
| 7120-18 · Clear Creek NPS Educ.Program 7120-25 · Watershed Coord. Exp. 2012-15 | 1,858.69 | 2,500.00 | -641.31 | 74.3% |
| 7120-23 Watershed Coord. Exp. 2012-13 | 1,787.04 | 2,300.00 | -041.51 | 14.570 |
| Total 7120-00 · Integrated Watershed Programs | 6,620.96 | 10,700.00 | -4,079.04 | 61.9% |
| 7121-00 · Misc. Water Right Expenses | 81.85 | | · | |
| 7122-00 Water Conservation/BMP Program | 01.00 | 5,000.00 | -5,000.00 | |
| 7125-00 · Environmental Ed.Coord.Exp. | | 0,000.00 | 0,000.00 | |
| 7125-01 · Env.Ed.Coord.Exp.2012-14 | 13,552.39 | 13,000.00 | 552.39 | 104.2% |
| 7125-02 · Env.Ed.Coord.Exp. 2015-17 | 3,852.73 | | | |
| Total 7125-00 · Environmental Ed.Coord.Exp. | 17,405.12 | 13,000.00 | 4,405.12 | 133.9% |
| 7210-00 · CR Conservation Tours Exp. 7210-03 · NPS Conser.Tours 2012-15 | 4,023.89 | 4,000.00 | 23.89 | 100.6% |
| | | | | |
| Total 7210-00 · CR Conservation Tours Exp. | 4,023.89 | 4,000.00 | 23.89 | 100.6% |
| 7214-00 · Rec. Trails Signage-Motorized | 15,103.93 | 23,050.00 | -7,946.07 | 65.5% |
| 7332-00 · Carson River Work Days | 11,914.71 | 24,000.00 | -12,085.29 | 49.6% |
| 7337-00 · Carson River Restoration 7337-01 · Upper Carson River Grant. | | | | |
| 7337-14 · CVCD-Riparian Habitat/RiverFork | 45,000.00 | 45,000.00 | | 100.0% |
| Total 7337-01 · Upper Carson River Grant. | 45,000.00 | 45,000.00 | | 100.0% |
| 7337-02 · Carson River Adv. Gr. 7337-22 · CVCD-Buzzy's Ranch Stream.Rehab | 7,577.75 | 7,600.00 | -22.25 | 00.79/ |
| | | | | 99.7% |
| Total 7337-02 · Carson River Adv. Gr. | 7,577.75 | 7,600.00 | -22.25 | 99.7% |
| 7337-03 · Dayton Valley Conserv 7337-04 · Lahontan Conserv.Dist | 33,910.60 | 106,078.69 20,000.00 | -72,168.09 -20,000.00 | 32.0% |
| Total 7337-00 · Carson River Restoration | 86,488.35 | 178,678.69 | -92,190.34 | 48.4% |
| 7404-00 · Noxious Weeds Control-CR Wtrshd | | | | |
| 7404-01 · Noxious Weed Control-Alpine Co. | 0.28 | 15,000.00 | -14,999.72 | 0.0% |
| 7404-02 · Noxious Weed Control-Douglas Co | | 15,000.00 | -15,000.00 | |
| 7404-03 · Noxious Weed Control-CarsonCity | 4 700 00 | 15,000.00 | -15,000.00 | 64.607 |
| 7404-04 · Noxious Weed Control-Lyon Co. | 4,732.92 | 15,000.00 | -10,267.08 | 31.6% |
| ternal & discussion purposes only. | | | | Page 2 |

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

July 2014 through May 2015

| | Jul '14 - May 15 | Budget | \$ Over Budget | % of Budget |
|--|--|--|--|---------------------------------|
| 7404-05 · Noxious Weed Control-Churchill | | 15,000.00 | -15,000.00 | |
| Total 7404-00 · Noxious Weeds Control-CR Wtrshd | 4,733.20 | 75,000.00 | -70,266.80 | 6.3% |
| 7406-00 · 208 Water Quality Mgmt. Plan 7406-01 · 208 Plan-EF Algae Project 7406-02 · 208 Plan-LID Practices- 2013-14 | 5.53 21,301.53 | 15,000.00 15,000.00 | -14,994.47 6,301.53 | 0.0% 142.0% |
| Total 7406-00 · 208 Water Quality Mgmt. Plan | 21,307.06 | 30,000.00 | -8,692.94 | 71.0% |
| 7413-00 · BOR-Comprehensive Wtr.Mgmt. 7414-00 · FEMA MAS #2-LyCC/Do.Co. 7419-00 · FEMA MAS #3 7420-00 · FEMA MAS #4 (Flood Map) 7421-00 · IHGID-Reg. MS4 Stmwtr.Mgmt.Plan 7422-00 · BOR Basin Plan of Study 7424-00 · NDEP-Watershed Literacy Gr.Exp. 7424-01 · Clear Cr. Newsletters 7424-02 · Watershed Survey-Responsive Mgt 7424-00 · NDEP-Watershed Literacy Gr.Exp Other | 161,426.45 2,464.41 11,024.15 11.33 671.57 3,000.00 786.75 | 77,000.00 195,000.00 11,456.75 250.00 | 84,426.45 -192,535.59 -432.60 -238.67 | 209.6% 1.3% 96.2% 4.5% |
| Total 7424-00 · NDEP-Watershed Literacy Gr.Exp. | 4,458.32 | 17,360.00 | -12,901.68 | 25.7% |
| 7426-00 · FEMA MAS #5-Charter/Map/Model 7426-01 · Alpine View EstKimley Horn 7426-02 · Smelter Creek-RO Anderson 7426-03 · Eagle Valley-Michael Baker 7426-04 · Sheckler-RO Anderson 7426-00 · FEMA MAS #5-Charter/Map/Model - Other | 18,676.34 41,000.00 18,883.25 33,250.00 43.13 | | | |
| Total 7426-00 · FEMA MAS #5-Charter/Map/Model | 111,852.72 | | | |
| 7500-00 · USGS Stream Gage Contract 7508-00 · USGS Do.Co.WQ & GW Monitoring 7522-00 · USGS DaytonGW Lvl/Nitrate/SW-GW 7524-00 · USGS-GW Lvl & WQ in Ch.Co. 7524-01 · USGS-GW Lvl & WQ-ChCo 2014-17 | 14,512.25 3,857.00 | 70,232.00 15,000.00 | -55,719.75 -11,143.00 | 20.7% 25.7% |
| 7524-00 · USGS-GW Lvl & WQ in Ch.Co Other | 4,450.00 | 8,900.00 | -4,450.00 | 50.0% |
| Total 7524-00 · USGS-GW Lvl & WQ in Ch.Co. | 4,450.00 | 8,900.00 | -4,450.00 | 50.0% |
| 7600-00 · Alpine County Projects 7600-05 · Alpine Watershed Programs 7600-09 · Al.CoCASGEM | 14,988.92 4.35 | 20,000.00 50.00 | -5,011.08 -45.65 | 74.9% 8.7% |
| Total 7600-00 · Alpine County Projects | 14,993.27 | 20,050.00 | -5,056.73 | 74.8% |
| 7610-00 · Douglas County Projects 7610-10 · Do.Co.Reg.Pipeline Debt Service 7610-15 · Do.Co.Lands Bill-Floodpl.Prot. 7610-17 · Do.CoEF Channel Restoration | 125,000.00 | 125,000.00 30,000.00 | -30,000.00 | 100.0% |
| Total 7610-00 · Douglas County Projects | 125,000.00 | 155,000.00 | -30,000.00 | 80.6% |
| 7620-00 · Carson City Projects 7620-11 · CC Reg.Pipeline Debt Service 7620-15 · Eagle Cr Streambank Restoration | 62,500.00 | 125,000.00 12,400.00 | -62,500.00 -12,400.00 | 50.0% |
| Total 7620-00 · Carson City Projects | 62,500.00 | 137,400.00 | -74,900.00 | 45.5% |
| 7630-00 · Lyon County Projects 7630-09 · Lyon Co. W/R GIS Database | | | | |
| Total 7630-00 · Lyon County Projects | | | | |
| 7640-00 · Churchill County Projects 7640-09 · Lahontan Vly.Wtr.Lvl.Measure. 7640-12 · Lower CR Task Force (LCD) 7640-14 · W/R Dedication Tracking DB | 11,098.91 7,157.40 | 19,700.00 15,000.00 8,420.00 | -8,601.09 -15,000.00 -1,262.60 | 56.3% 85.0% |
| Total 7640-00 · Churchill County Projects | 18,256.31 | 43,120.00 | -24,863.69 | 42.3% |
| otal Expense | 1,207,324.79 | 1,724,077.44 | -516,752.65 | 70.0% |
| Ordinary Income | 327,981.95 | -38,956.43 | 366,938.38 | -841.9% |

Net

2:26 PM

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Profit & Loss Budget vs. Actual

July 2014 through May 2015

06/08/15 Accrual Basis

| | Jul '14 - May 15 | Budget | \$ Over Budget | % of Budget |
|---|------------------|-------------------------|----------------|-------------|
| Other Income/Expense Other Income 8005-00 · Beginning Equity | | 704,136.00 | -704,136.00 | |
| Total Other Income | | 704,136.00 | -704,136.00 | |
| Other Expense 8002-00 · Transfer Out-Acq/Const Fund 8008-00 · Preliminary Planning 8014-00 · Trans. Out-Floodplain Mgmt. Fd. | 90,000.00 | 90,000.00 404,965.25 | -404,965.25 | 100.0% |
| Total Other Expense | 90,000.00 | 494,965.25 | -404,965.25 | 18.2% |
| Net Other Income | -90,000.00 | 209,170.75 | -299,170.75 | -43.0% |
| Net Income | 237,981.95 | 170,214.32 | 67,767.63 | 139.8% |

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

May 2015

| | May 15 | Jul '14 - May 15 |
|--|--|--|
| Ordinary Income/Expense Income | | |
| 5008-00 · Alpine Co. Joint Powers contrib 5009-00 · Churchill County Ad Valorem 5010-00 · Lyon County Ad Valorem 5011-00 · Douglas County Ad Valorem | 6,297.94 | 8,750.00 171,460.33 112,104.09 453,188.11 |
| 5012-00 · Carson City Ad Valorem 5022-00 · Water Lease - Mud Lake 5025-00 · Int. IncUS Bank CD 5031-00 · Interest Income-LGIP Reg. | 3,589.87 49,973.12 102.06 23.50 | 363,206.78 49,973.12 1,032.27 132.97 |
| 5044-00 · Int-1st Independent Bk of NV CD 5045-00 · Interest Income-B of A Savings 5050-00 · Watershed Coordinator 5050-07 · CRC donation 5050-08 · NDEP Watershed Coord 2012-15 | 111.36 14.13 5.00 | 1,126.16 63.90 5.00 20,111.79 |
| 5050-10 · NDEP Watershed Coord. 2015-18 Total 5050-00 · Watershed Coordinator | 5,990.43 5,995.43 | 5,990.43 26,107.22 |
| 5058-00 · 208 Water Quality Plan 5058-02 · NDEP-2010 Algae Study Grant 5058-03 · NDEP 208 LID Grant- 2013-15 | 5,555.16 | 996.93 26,157.46 |
| Total 5058-00 · 208 Water Quality Plan | | 27,154.39 |
| 5060-00 · Misc. Income 5060-02 · Watershed Tour 5060-03 · CRC Forum | 3,285.00 20.00 | 3,765.00 535.00 |
| Total 5060-00 · Misc. Income | 3,305.00 | 4,300.00 |
| 5063-00 · Environmental Education Program 5063-03 · NDEP-Env.Ed.Coord. 2012-14 5063-04 · NDEP-Env.Ed.Coord.2015-17 | | 18,181.89 4,490.31 |
| Total 5063-00 · Environmental Education Program | | 22,672.20 |
| 5077-00 · CR Conservation Tours 5077-03 · NDEP Conserv Tour Grant 2012-14 5077-00 · CR Conservation Tours - Other | 1,566.40 | 2,682.82 3,206.02 |
| Total 5077-00 · CR Conservation Tours | 1,566.40 | 5,888.84 |
| 5082-00 · Alpine CoCASGEM Grant 5086-00 · FEMA MAS #3 (Do.Co.) 5087-00 · FEMA MAS #4 (Flood Maps) 5090-00 · NDEP-Watershed Literacy Grant | 10,423.51 | 469.33 163,936.47 8,512.60 |
| 5090-01 · TNC-ContribWtrshd Lit.Survey 5090-00 · NDEP-Watershed Literacy Grant - Other | 1,382.92 | 3,000.00 2,950.83 |
| Total 5090-00 · NDEP-Watershed Literacy Grant | 1,382.92 | 5,950.83 |
| 5091-00 · Rec.Trails Signage-Motorized 5092-00 · FEMA - MAS #5 | 14,692.00 13,781.54 | 17,195.00 92,082.13 |
| Total Income | 111,258.78 | 1,535,306.74 |
| Expense 7015-00 · Salaries & Wages 7020-00 · Employee Benefits 7021-00 · Workers Comp Ins. | 25,103.24 9,772.27 | 283,577.57 104,089.62 500.00 |
| 7101-00 · Director's Fees 7101-01 · Director Benefits 7101-00 · Director's Fees - Other | | 160.36 11,138.34 |
| Total 7101-00 · Director's Fees | | 11,298.70 |
| 7102-00 · Insurance 7103-00 · Office Supplies 7104-00 · Postage 7105-00 · Rent | 138.48 49.21 2,126.80 | 7,526.62 2,364.30 766.53 23,454.80 |
| 7106-00 · Telephone/Internet 7107-00 · Travel-transport/meals/lodging 7107-01 · Car Allowance | 274.27 566.42 | 3,206.42 6,457.19 |

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

May 2015

| | May 15 | Jul '14 - May 15 |
|---|--------------------|--|
| 7107-00 · Travel-transport/meals/lodging - Other | 339.60 | 4,718.36 |
| Total 7107-00 · Travel-transport/meals/lodging | 906.02 | 11,175.55 |
| 7108-00 · Dues & Publications 7109-00 · Miscellaneous Expense 7110-00 · Seminars & Education 7111-00 · Office Equipment 7114-00 · Outside Professional Services 7115-00 · Accounting | 225.09 | 1,092.17 3,047.50 2,280.00 582.41 557.50 8,200.00 |
| 7116-00 · Legal 7117-00 · Lost Lakes Expenses 7118-00 · Mud Lake O & M 7120-00 · Integrated Watershed Programs | 3,369.33 | 33,698.10 6,567.09 854.63 |
| 7120-01 · Watershed Map Exp. 7120-07 · Watershed Tour 7120-08 · Invasive Species Programs 7120-10 · Int. Watershed Donation 7120-11 · CRC Forum 7120-25 · Watershed Coord. Exp. 2012-15 | 800.00 | 800.00 56.33 1,485.00 22.59 611.31 1,858.69 |
| 7120-30 · Watershed Coord.Exp. 2015-18 Total 7120-00 · Integrated Watershed Programs | 370.24 1,170.24 | 1,787.04 |
| 7121-00 · Misc. Water Right Expenses 7125-00 · Environmental Ed.Coord.Exp. 7125-01 · Env.Ed.Coord.Exp.2012-14 7125-02 · Env.Ed.Coord.Exp. 2015-17 | 1,170.24 | 6,620.96 81.85 13,552.39 3,852.73 |
| Total 7125-00 · Environmental Ed.Coord.Exp. | | 17,405.12 |
| 7210-00 · CR Conservation Tours Exp. 7210-03 · NPS Conser.Tours 2012-15 | | 4,023.89 |
| Total 7210-00 · CR Conservation Tours Exp. | | 4,023.89 |
| 7214-00 · Rec. Trails Signage-Motorized 7332-00 · Carson River Work Days 7337-00 · Carson River Restoration 7337-01 · Upper Carson River Grant. 7337-14 · CVCD-Riparian Habitat/RiverFork | 2,463.36 669.61 | 15,103.93 11,914.71 |
| Total 7337-01 · Upper Carson River Grant. | 669.61 | 45,000.00 45,000.00 |
| 7337-02 · Carson River Adv. Gr. 7337-22 · CVCD-Buzzy's Ranch Stream.Rehab | | 7,577.75 |
| Total 7337-02 · Carson River Adv. Gr. | | 7,577.75 |
| 7337-03 · Dayton Valley Conserv | | 33,910.60 |
| Total 7337-00 · Carson River Restoration | 669.61 | 86,488.35 |
| 7404-00 · Noxious Weeds Control-CR Wtrshd 7404-01 · Noxious Weed Control-Alpine Co. 7404-04 · Noxious Weed Control-Lyon Co. 7404-05 · Noxious Weed Control-Churchill | | 0.28 4,732.92 |
| Total 7404-00 · Noxious Weeds Control-CR Wtrshd | | 4,733.20 |
| 7406-00 · 208 Water Quality Mgmt. Plan 7406-01 · 208 Plan-EF Algae Project 7406-02 · 208 Plan-LID Practices- 2013-14 | 1,000.00 | 5.53 21,301.53 |
| Total 7406-00 · 208 Water Quality Mgmt. Plan | 1,000.00 | 21,307.06 |
| 7419-00 · FEMA MAS #3 7420-00 · FEMA MAS #4 (Flood Map) 7421-00 · IHGID-Reg. MS4 Stmwtr.Mgmt.Plan 7422-00 · BOR Basin Plan of Study 7424-00 · NDEP-Watershed Literacy Gr.Exp. | | 161,426.45 2,464.41 11,024.15 11.33 |
| 7424-01 · Clear Cr. Newsletters 7424-02 · Watershed Survey-Responsive Mgt 7424-00 · NDEP-Watershed Literacy Gr.Exp Other | | 671.57 3,000.00 786.75 |

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

May 2015

| _ | May 15 | Jul '14 - May 15 |
|--|---|---|
| Total 7424-00 · NDEP-Watershed Literacy Gr.Exp. | | 4,458.32 |
| 7426-00 · FEMA MAS #5-Charter/Map/Model 7426-01 · Alpine View EstKimley Horn 7426-02 · Smelter Creek-RO Anderson 7426-03 · Eagle Valley-Michael Baker 7426-04 · Sheckler-RO Anderson 7426-00 · FEMA MAS #5-Charter/Map/Model - Other | 2,288.00 9,500.00 13,406.75 4,200.00 | 18,676.34 41,000.00 18,883.25 33,250.00 43.13 |
| Total 7426-00 · FEMA MAS #5-Charter/Map/Model | 29,394.75 | 111,852.72 |
| 7500-00 · USGS Stream Gage Contract 7508-00 · USGS Do.Co.WQ & GW Monitoring 7524-00 · USGS-GW LvI & WQ in Ch.Co. 7524-01 · USGS-GW LvI & WQ-ChCo 2014-17 | | 14,512.25 3,857.00 4,450.00 |
| Total 7524-00 · USGS-GW Lvl & WQ in Ch.Co. | | 4,450.00 |
| 7600-00 · Alpine County Projects 7600-05 · Alpine Watershed Programs 7600-09 · Al.CoCASGEM | | 14,988.92 4.35 |
| Total 7600-00 · Alpine County Projects | | 14,993.27 |
| 7610-00 · Douglas County Projects 7610-10 · Do.Co.Reg.Pipeline Debt Service | | 125,000.00 |
| Total 7610-00 · Douglas County Projects | | 125,000.00 |
| 7620-00 · Carson City Projects 7620-11 · CC Reg.Pipeline Debt Service | | 62,500.00 |
| Total 7620-00 · Carson City Projects | | 62,500.00 |
| 7630-00 · Lyon County Projects 7630-09 · Lyon Co. W/R GIS Database | | |
| Total 7630-00 · Lyon County Projects | | |
| 7640-00 · Churchill County Projects 7640-09 · Lahontan Vly.Wtr.Lvl.Measure. 7640-14 · W/R Dedication Tracking DB | | 11,098.91 7,157.40 |
| Total 7640-00 · Churchill County Projects | | 18,256.31 |
| Total Expense | 76,662.67 | 1,207,324.79 |
| Net Ordinary Income | 34,596.11 | 327,981.95 |
| Other Income/Expense Other Expense 8002-00 · Transfer Out-Acg/Const Fund | | 90,000,00 |
| Total Other Expense | | 90,000.00 |
| · | | |
| Net Other Income | | -90,000.00 |
| Net Income | 34,596.11 | 237,981.95 |

CARSON WTR SUBCONSERVANCY DIST - ACQUISITION/CONSTRUCTION

06/02/15

Balance Sheet As of May 31, 2015

| | May 31, 15 |
|--|------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| 1013-01 · Local Gov't Inv.Pool-Reserve | 412,347.79 |
| 1015-01 · Heritage Bk 12-mo. CD | 249,782.79 |
| Total Checking/Savings | 662,130.58 |
| Total Current Assets | 662,130.58 |
| TOTAL ASSETS | 662,130.58 |
| LIABILITIES & EQUITY Equity | |
| 4000-01 · Fund Balance - Capital Project | 570,708.37 |
| Net Income | 91,422.21 |
| Total Equity | 662,130.58 |
| TOTAL LIABILITIES & EQUITY | 662.130.58 |

3:23 PM

CARSON WTR SUBCONSERVANCY DIST - ACQUISITION/CONSTRUCTION

Profit & Loss YTD Comparison

July 2014 through May 2015

06/02/15 Accrual Basis

| | Jul '14 - May 15 | Jul '14 - May 15 |
|---------------------------------------|------------------|------------------|
| Ordinary Income/Expense Income | | |
| 5032-01 · Interest Income - LGIP Res. | 395.96 | 395.96 |
| 5038-00 · Int. IncHeritage Bk CD | 1,026.25 | 1,026.25 |
| Total Income | 1,422.21 | 1,422.21 |
| Net Ordinary Income | 1,422.21 | 1,422.21 |
| Other Income/Expense Other Income | | |
| 8001-01 · Transfer In-General Fund | 90,000.00 | 90,000.00 |
| Total Other Income | 90,000.00 | 90,000.00 |
| Net Other Income | 90,000.00 | 90,000.00 |
| Net Income | 91,422.21 | 91,422.21 |

3:23 PM

CARSON WTR SUBCONSERVANCY DIST - ACQUISITION/CONSTRUCTION

Profit & Loss Budget vs. Actual

July 2014 through May 2015

06/02/15 Accrual Basis

| | Jul '14 - May 15 | Budget | \$ Over Budget | % of Budget |
|--|------------------|-------------|----------------|-------------|
| Ordinary Income/Expense | | | | |
| Income | 205.00 | | | |
| 5032-01 · Interest Income - LGIP Res. | 395.96 | 630.00 | -234.04 | 62.9% |
| 5038-00 · Int. IncHeritage Bk CD | 1,026.25 | 1,200.00 | 173.75 | 85.5% |
| Total Income | 1,422.21 | 1,830.00 | -407.79 | 77.7% |
| Expense | | | | |
| 7325-01 · Acquisition Wtr Rts/Structures | | 600,000.00 | -600,000.00 | |
| Total Expense | | 600,000.00 | -600,000.00 | |
| Net Ordinary Income | 1,422.21 | -598,170.00 | 599,592.21 | -0.2% |
| Other Income/Expense | | | | |
| Other Income | | 570,708.00 | 570 709 00 | |
| 8000-01 · Beginning Equity 8001-01 · Transfer In-General Fund | 90,000.00 | 90,000.00 | -570,708.00 | 100.0% |
| 6001-01 · Hallster III-General Fulld | 90,000.00 | 90,000.00 | | 100.0% |
| Total Other Income | 90,000.00 | 660,708.00 | -570,708.00 | 13.6% |
| Net Other Income | 90,000.00 | 660,708.00 | -570,708.00 | 13.6% |
| Net Income | 91,422.21 | 62,538.00 | 28,884.21 | 146.2% |

3:29 PM 06/02/15 Cash Basis

Floodplain Management Fund Balance Sheet

As of May 31, 2015

| | May 31, 15 |
|----------------------------------|------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| 1013-03 · LGIP - Floodplain | 182,075.96 |
| 1014-03 · Mutual of Omaha Bk CD | 247,179.68 |
| Total Checking/Savings | 429,255.64 |
| Total Current Assets | 429,255.64 |
| TOTAL ASSETS | 429,255.64 |
| LIABILITIES & EQUITY | |
| Equity 32000 · Retained Earnings | 428,146,43 |
| Net Income | 1,109.21 |
| Total Equity | 429,255.64 |
| TOTAL LIABILITIES & EQUITY | 429,255.64 |

3:30 PM 06/02/15 Cash Basis

Floodplain Management Fund Profit & Loss YTD Comparison July 2014 through May 2015

| | Jul '14 - May 15 | Jul '14 - May 15 |
|-------------------------------------|------------------|------------------|
| Ordinary Income/Expense | | |
| Income | | |
| 5032-03 · Int. IncLGIP-Floodplain | 173.73 | 173.73 |
| 5033-03 · Int.IncMutual of Omaha CD | 935.48 | 935.48 |
| Total Income | 1,109.21 | 1,109.21 |
| Net Ordinary Income | 1,109.21 | 1,109.21 |
| Net Income | 1,109.21 | 1,109.21 |
| | | |

3:31 PM 06/02/15 Cash Basis

Floodplain Management Fund Profit & Loss Budget vs. Actual July 2014 through May 2015

| | Jul '14 - May 15 | Budget | \$ Over Budget | % of Budget |
|---|------------------|-------------|----------------|-------------|
| Ordinary Income/Expense Income | | | | |
| 5032-03 · Int. IncLGIP-Floodplain | 173.73 | 200.00 | -26.27 | 86.9% |
| 5033-03 · Int.IncMutual of Omaha CD | 935.48 | 700.00 | 235.48 | 133.6% |
| Total Income | 1,109.21 | 900.00 | 209.21 | 123.2% |
| Expense | | | | |
| 7203-03 · Reg. Flood Preliminary Planning | 0.00 | 360,000.00 | -360,000.00 | 0.0% |
| 7206-03 Flood Project Along SR88-Minden | 0.00 | 40,000.00 | -40,000.00 | 0.0% |
| Total Expense | 0.00 | 400,000.00 | -400,000.00 | 0.0% |
| Net Ordinary Income | 1,109.21 | -399,100.00 | 400,209.21 | -0.3% |
| Other Income/Expense | | | | |
| Other Income | | | | |
| 8000-03 · Beginning Equity | 0.00 | 428,146.00 | -428,146.00 | 0.0% |
| Total Other Income | 0.00 | 428,146.00 | -428,146.00 | 0.0% |
| Net Other Income | 0.00 | 428,146.00 | -428,146.00 | 0.0% |
| Net Income | 1,109.21 | 29,046.00 | -27,936.79 | 3.8% |

AGENDA ITEM #9 PAYMENT OF BILLS

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND Transaction Detail by Account May 2015

| Туре | Date | Num | Name | Мето | Amount | Balance |
|---|---|----------------|-------------------------------------|--|-------------|------------|
| 1010-00 · Ca | 1010-00 · Cash in Checking | g-BofA | | | | |
| Check | 5/1/2015 | | Euronev, Ltd. | May rent 777 E. William St., #102, #103, #110 & #110A | -2,126.80 | -2,126.80 |
| Check | 5/1/2015 | 7956 | American Water Works Assn. | D.Neddenriep-6/1/15-5/31/16 membership renewal | -104.00 | -2,230.80 |
| Deposit | 5/5/2015 | | | Deposit | 260.00 | -1,970.80 |
| Deposit | 5/5/2015 | | | Deposit | 10,423.51 | 8,452.77 |
| Deposit | 5/6/2015 | | | Deposit | 13,781.54 | 22,234.25 |
| Deposit | 5/7/2015 | | | Deposit | 1,300.40 | 23,800.65 |
| Check | 5/7/2015 | 7957 | Local Govt Investment Pool | VOID: Transfer to CCWSD for investment | | 23,800.65 |
| Transfer | 5/7/2015 | | | Funds Transfer for investment in LGIP | 100,000.00 | 123,800.65 |
| Check | 5/7/2015 | 7958 | Nevada State Treasurer | For investment in CCWSD | -100,000.00 | 23,800.65 |
| Check | 5/7/2015 | 7959 | Law Office of George N. Benesch | Apr. legal services, inv. #14678 | -3,369.33 | 20,431.32 |
| Check | 5/7/2015 | 7960 | Greg Brady Graphics | Edits & revisions to Carson River Watershed Map | -800.00 | 19,631.32 |
| Check | 5/7/2015 | 7961 | Sky Fiber Internet | Acct. #1416, Inv. #150181, 5/22-6/21/15 internet | -105.00 | 19,526.32 |
| Check | 5/7/2015 | 7962 | River Wranglers | 9/30/14-4/21/15, Inv #2014-15-3 CCRWD | -2,463.36 | 17,062.96 |
| Deposit | 5/8/2015 | |) | Deposit | 120.00 | 17,182.96 |
| Check | 5/12/2015 | 7963 | Comstock Seed | Seed for watershed events | -100.16 | 17,082.80 |
| Deposit | 5/13/2015 | | | Deposit | 5,990.43 | 23,073.23 |
| Deposit | 5/15/2015 | | | Deposit | 7,702.94 | 30,776.17 |
| Check | 5/19/2015 | 7964 | Nevada Div. of Water Resources | Edwin James, WRS License #1134 renewal | -20.00 | 30,756.17 |
| Check | 5/19/2015 | 7965 | Carson Valley Conservation District | Balance of funding for bioengineering-River Fork Ranch | -669.61 | 30,086.56 |
| Check | 5/19/2015 | 7966 | Kimlev-Horn & Associates, Inc. | Inv. #018976000-0415. Albine Est. Flood Study | -2,288.00 | 27,798.56 |
| Check | 5/19/2015 | 2967 | MyOfficeProducts | May office supplies. Cust. #76531, Inv. #WO-9236456-1 | -131.11 | 27,667.45 |
| Check | 5/19/2015 | 7968 | Carson City | Reimb for Aprpavrolls #8 & #9 | -37,595.09 | -9,927.64 |
| Check | 5/19/2015 | 7969 | Nevada Appeal | acct #1060827 ad #11180079A | -101.09 | -10.028.73 |
| 2000 | 5/19/2015 | 0267 | Michael Baker in Inc | Proi #145209 Fadle VIv A & B Drainages Study | -13.406.75 | -23,435,48 |
| Spect C | 5/19/2015 | 797 | A 12.1 | Acct #775-7450 924 6 5/1-31/15 phones & UM | -169.27 | -23,604,75 |
| Danosit | 5/20/2015 | - 10 | 8 | Deposit | 1.382.92 | -22,221,83 |
| Chack | 5/21/2015 | 7972 | Brende Hint | Reimh for 5/1-5/15 River Rally expenses | -50.84 | -22,272,67 |
| Cleck | 5/21/2013 | 707 | | Deimb for 5/20/15 Board dinner | -184 99 | -22 457 66 |
| Cleck | 5/21/2013 | 707 | Office Denot Credit Dian | May acct #6011 5656 1000 0915 | -270.08 | -22 727 74 |
| Check | 5/21/2013 | 1/0/ | Office Depot Oregit Plan | May acci. #0011 0000 1002 0310 | 50.00 | -22,727,74 |
| Deposit | 5/22/2015 | 7075 | | Deposit | 200.00 | 75 427 74 |
| Check | 21.02/92/9 | 6/6/ | R. O. Anderson | PTOJ.#0710 000 47 1 #35042, OHECNET STUDY | 4,200.00 | 25,427.74 |
| Check | 5/26/2015 | 9/6/ | R. O. Anderson | Proj.#U/13-UU05-15, Inv. #35843, Smelter Creek | 9,000.00 | -50,927.74 |
| Check | 5/26/2015 | 7977 | Resource Concepts, Inc. | Invoice #15-00536, Proj.#13-2/9, 208 Plan-LID | 00.000,1- | -30,927.74 |
| Check | 5/26/2015 | 7978 | Chuck Roberts | May travel reimbursement | -7.55 | -36,935.29 |
| Check | 5/26/2015 | 7979 | Ernest Schank | May travel reimb. | -62.31 | -36,997.60 |
| Check | 5/26/2015 | 7980 | Fred Stodieck | May travel reimb. | -33.91 | -37,031.51 |
| Deposit | 5/26/2015 | | | Deposit | 54,462.99 | 17,431.48 |
| Deposit | 5/29/2015 | | | Deposit | 14,692.00 | 32,123.48 |
| Deposit | 5/29/2015 | | | Deposit | 120.00 | 32,243.48 |
| Total 1010-00 | Total 1010-00 · Cash in Checking - B of A | cking - B of ∤ | 4 | | 32,243.48 | 32,243.48 |
| 1011-00 · Petty Cash | tv Cash | | | | | |
| Gener | 5/29/2015 | | | May petty cash | -51.58 | -51.58 |
| Total 1011-00 · Petty Cash | · Petty Cash | | | | -51.58 | -51.58 |
| 4044-00 - 1 0 | 1014-00 - Local Goy't lay Bool-Begins | Pool-Bodilla | | | | |
| Deposit | 5/1/2015 | 7067 | I and I are a large day of I are I | Interest Transfer to COMED for invastment | 23.50 | 23.50 |
| Cleck | 6107//6 | 1061 | | | | 23.30 |
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06/08/15

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND **Fransaction Detail by Account**

May 2015

Accrual Basis

-17,889.41 19,705.68 2,153.16 102.06 102.06 111.36 111.36 -100,000.00 -99,985.87 -23.50-14.13 100,023.50 2,153.16 -49,973.12 -23.50 -111.36 100,023.50 -99,985.87 -6,297.94 -6,297.94 -3,589.87 -3,589.87 -49,973.12 -102.06-102.06-111.36Balance -17,889.41 37,595.09 100,023.50 102.06 102.06 111.36 -100,000.00 -49,973.12 -23.50 -23.50 100,000.00 111.36 14.13 -99,985.87 -17,552.52 2,153.16 -6,297.94 -6,297.94 49,973.12 -3,589.87 -102.06-102.06 -14.13-3,589.87 -111.36-111.36Amount Memo Funds Transfer for investment in LGIP 10/1/14-3/31/15 Mud Lake water lease 5/8 BH,EJ,TL,DN,CW Reimb. for Apr.-payrolls #8 & #9 5/22 BH,EJ,TL,DN,CW For investment in CCWSD Interest Interest Interest Interest nterest nterest Interest Apr. Apr. Name Nevada State Treasurer Douglas County Carson City Carson City Carson City Total 1028-00 · First Independent Bank of Nevad Total 5044-00 · Int-1st Independent Bk of NV CD 1028-00 · First Independent Bank of Nevad Total 1014-00 · Local Gov't Inv. Pool-Regular 5044-00 · Int-1st Independent Bk of NV CD Total 5011-00 · Douglas County Ad Valorem 5045-00 · Interest Income-B of A Savings Total 5031-00 · Interest Income-LGIP Reg. Fotal 1029-00 · Bank of America-Savings **5011-00** · Douglas County Ad Valorem Deposit 5/15/2015 634189 Total 5022-00 · Water Lease - Mud Lake 349806 Total 5012-00 · Carson City Ad Valorem 349806 Mum 7958 5031-00 · Interest Income-LGIP Reg 7968 1029-00 · Bank of America-Savings Total 5025-00 · Int. Inc.-US Bank CD 5012-00 · Carson City Ad Valorem 5022-00 · Water Lease - Mud Lake **5025-00 · Int. Inc.-US Bank CD**Deposit 5/4/2015 Total 3307-00 · CC Payroll Due Total 1021-00 · US Bank CD 5/19/2015 5/22/2015 5/26/2015 3307-00 · CC Payroll Due 5/26/2015 5/29/2015 5/15/2015 5/15/2015 5/29/2015 Date 5/7/2015 5/4/2015 5/7/2015 5/8/2015 5/1/2015 1021-00 · US Bank CD Deposit Deposit Transfer Gener... Deposit Deposit Deposit Deposit Gener... Type Check Check

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Page 2

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CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND **Fransaction Detail by Account**

May 2015

06/08/15

Accrual Basis

-120.00 -240.00 -885.00 -805.00 -925.00 -1,165.00 -1,1865.00 -2,125.00 -2,125.00 -2,125.00 -2,285.00 -2,985.00 -3,165.00 -5.00 -14.13-5.00 -5,990.43 -20.00 -5,990.43-5,995.43 -3,285.00 -20.00-3,305.00 -1,566.40-1,566.40 -10,423.51-10,423.51 Balance -5.00 -325.00 -120.00 -120.00 -140.00 -5.00 -120.00 -120.00 -120.00 -60.00 -14.13-5,990.43-5,990.43 -5,995.43-120.00 -120.00-120.00 -600.00 -240.00 -600.00 3,285.00 -20.00 -1,566.40 -1,566.40 -10,423.51 -120.00-20.00-3,305.00 -10,423.51 Amount J.Coburn & S.Lewis-4/22/15 Floodplain Mgmt.Forum A.Ailes, R.Hoerth & sponsorship-6/9/15 bus tour Memo M.Gamble & sponsorship-6/9/15 bus tour L.Madison & M.Peterson-6/9/15 bus tour L.Deschambault-6/9/15 bus tour B.Souza-6/9/15 watershed tour Jan.-Mar. 2015-Inv. #1 15-014 J.Hilton-6/9/15 only-bus tour P.Kulchawik-6/9/15 bus tour sponsorship-6/9/15 bus tour Y.Sanchez-6/9/15 bus tour J.Anderson-6/9/15 bus tour R.Bodnar-6/9/15 bus tour D.Bruketta-2015 bus tour E.Krause-6/9/15 bus tour Inv. #11, Jan.-Mar. 2015 J.Michael-2015 bus tour B.Jones-6/9/15 bus tour B.Elder-6/9/15 bus tour RGreer-6/9/15 bus tour May petty cash **Draw #23** NV Div. of Environmental Protection NV Div. of Environmental Protection South Tahoe Public Utility District NV Div. of Water Resources Vidler Water Company, Inc. Name Desert Research Institute Balance Hydrologics, Inc. Resource Concepts, Inc. Resource Concepts, Inc. Michael Baker Jr., Inc. NV Dept. of Defense -inda Wong/EPA Douglas County Jeff Anderson Russell Greer Eva Krause Carson City Carson City Total 5050-10 · NDEP Watershed Coord, 2015-18 Britt Jones 5050-10 · NDEP Watershed Coord, 2015-18 FEMA Fotal 5045-00 · Interest Income-B of A Savings 633918 349806 9615... Total 5077-00 · CR Conservation Tours Total 5086-00 · FEMA MAS #3 (Do.Co.) E N Total 5050-00 · Watershed Coordinator 349262 73147 3115 59089 9624... 2485... 9613.. 1615 90397 6968 96/ 037 Total 5060-02 · Watershed Tour 5077-00 · CR Conservation Tours 5050-00 · Watershed Coordinator 5086-00 · FEMA MAS #3 (Do.Co.) Fotal 5050-07 · CRC donation Total 5060-03 · CRC Forum 5060-02 · Watershed Tour Total 5060-00 · Misc. Income 5050-07 · CRC donation 5060-03 · CRC Forum 5/13/2015 5/29/2015 5/29/2015 5/15/2015 5/15/2015 5/15/2015 5/15/2015 5/15/2015 5/15/2015 5/22/2015 5/22/2015 5/22/2015 5/26/2015 5/26/2015 5/26/2015 5/26/2015 Date 5/5/2015 5/5/2015 5060-00 · Misc. Income 5/8/2015 5/5/2015 5/7/2015 Gener... Deposit Deposit Deposit Deposit Deposit Deposit Type Deposit Deposit

Page 4

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CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Transaction Detail by Account May 2015

Accrual Basis 06/08/15 2:52 PM

| Type Date Nu | Num Name | Memo | Amount | Balance |
|---|---|---------------------------------------|------------|------------------|
| 5090-00 · NDEP-Watershed Literacy Grant Deposit 5/20/2015 9619 N | cy Grant 9 NV Div. of Environmental Protection | Inv. 5-14-029, JanMar. FY15 | -1,382.92 | -1,382.92 |
| Total 5090-00 · NDEP-Watershed Literacy Grant | iteracy Grant | | -1,382.92 | -1,382.92 |
| 5091-00 · Rec.Trails Signage-Motorized Deposit 5/29/2015 9624 | orized 4 NV Div. of State Parks | Inv. #4 | -14,692.00 | -14,692.00 |
| Total 5091-00 · Rec.Trails Signage-Motorized | -Motorized | | -14,692.00 | -14,692.00 |
| 5092-00 · FEMA - MAS #5 Deposit 5/6/2015 | FEMA | Draw #4 | -13,781.54 | -13,781.54 |
| Total 5092-00 · FEMA - MAS #5 | | | -13,781.54 | -13,781.54 |
| 7015-00 · Salaries & Wages | | g (4 | 2 577 80 | 2 577 BO |
| Gener 5/8/2015 Gener 5/8/2015 | | 5/8 E.James | 4,753.80 | 7,331.60 |
| | | 5/8 T.Leffler | 2,244.32 | 9,575.92 |
| Gener 5/8/2015 | | 5/8 D.Neddenriep | 1,2/4.6/ | 10,850.59 |
| Gener 5/8/2015 Gener 5/22/2015 | | 5/22 B Hint | 2.284.12 | 14.982.60 |
| | | 5/22 E.James | 4,753.80 | 19,736.40 |
| | | 5/22 T.Leffler | 2,244.30 | 21,980.70 |
| | | 5/22 D.Neddenriep | 1,274.64 | 23,255.34 |
| Gener 5/22/2015 | | 5/22 C.Walker | 1,847.90 | 25,103.24 |
| Total 7015-00 · Salaries & Wages | | | 25,103.24 | 25,103.24 |
| 7020-00 · Employee Benefits | | | | |
| Gener 5/8/2015 | | 5/8 B.Hunt | 738.33 | 738.33 |
| | | 5/8 E.James | 2,019.48 | 2,757.81 |
| | | 5/8 T.Leffler | 970.01 | 3,727.82 |
| | | 5/8 D.Neddenriep | 931.07 | 4,658.89 |
| | | 5/8 C.Walker | 248.83 | 4,907.72 |
| | | 5/22 B.Hunt | 695.17 | 5,602.89 |
| | | 5/22 E.James | 2,019.48 | 7,622.37 |
| Gener 5/22/2015 | | 5/22 T.Leffler | 970.01 | 8,592.38 |
| Gener 5/22/2015 | | 5/22 D.Neddenriep | 931.06 | 9,523.44 |
| Gener 5/22/2015 | | 5/22 C.Walker | 248.83 | 9,772.27 |
| Total 7020-00 · Employee Benefits | | | 9,772.27 | 9,772.27 |
| s | | | | |
| Check 5/19/2015 7967 Gener 5/29/2015 | 7 MyOfficeProducts | May office supplies May petty cash | 131.11 | 131.11 138.48 |
| Total 7103-00 · Office Supplies | | , | 138.48 | 138.48 |
| 7104-00 · Postage | | | | |
| Gener 5/29/2015 | | May petty cash | 49.21 | 49.21 |
| Total 7104-00 · Postage | | | 49.21 | 49.21 |
| 7105-00 · Rent | | | | |
| | | | | |

Accrual Basis

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND Transaction Detail by Account

| Туре | Date | Num | Name | Мето | Amount | Balance |
|---|--|-------------------------------|--|--|------------------|------------------|
| Check | 5/1/2015 | 7955 | Euronev, Ltd. | May rent 777 E. Wm. St., #102, #103, #110 & #110A | 2,126.80 | 2,126.80 |
| Total 7105-00 · Rent | 0 · Rent | | | | 2,126.80 | 2,126.80 |
| 7106-00 · Tel Check Check | 7106-00 · Telephone/Internet Check <i>5/7/</i> 2015 Check <i>5/</i> 19/2015 | net 7961 7971 | Sky Fiber Internet AT&T | 5/22-6/21/15 internet services 5/1-31/15 phones & UM | 105.00 169.27 | 105.00 |
| Total 7106-00 | Total 7106-00 · Telephone/Internet | nternet | | | 274.27 | 274.27 |
| 7107-00 · Tra 7107-01 · Gener Gener | 7107-00 · Travel-transport/meals/lodging 7107-01 · Car Allowance Gener 5/8/2015 Gener 5/22/2015 | /meals/lodg e | ging | 5/8 E.James 5/22 E.James | 283.21 283.21 | 283.21 566.42 |
| Total 710 | Total 7107-01 · Car Allowance | vance | | | 566.42 | 566.42 |
| 7107-00 · Check | · Travel-transpo | ort/meals/le | 7107-00 · Travel-transport/meals/lodging - Other Check 5/21/2015 7972 Brenda Hunt | Reimb. for 5/1-5/15 River Rally exp. | 50.84 | 50.84 |
| Check | 5/21/2015 | 7973 | Edwin James | Reimb. for 5/20/15 Board dinner | 184.99 | 235.83 |
| Check Check | 5/26/2015 5/26/2015 | 7978 7979 | Chuck Roberts Ernest Schank | 5/20 Bd.mtg13.12 mi. (Dayton) 5/20 Bd. mtg.travel-108.35 mi. (Dayton) | 62.31 62.31 | 243.38 305.69 |
| Check | 5/26/2015 | 7980 | Fred Stodieck | 5/20 Bd.mtg.travel-58.97 mi.(Dayton) | 33.91 | 339.60 |
| Total 710 | 7-00 · Travel-tra | ansport/mea | Total 7107-00 · Travel-transport/meals/lodging - Other | | 339.60 | 339.60 |
| Total 7107-00 | Total 7107-00 · Travel-transport/meals/lodging | port/meals/l | lodging | | 906.02 | 906.02 |
| 7108-00 · Du | 7108-00 · Dues & Publications | ons | A CALL TO A CALL | D Noddonion E11/4E E134 14E momborchin ronourol | 20 | 20 |
| Check | 5/19/2015 | 7964 | Nevada Div. of Water Resources | Edwin James, WRS Lices #1134 Frenewal | 20.00 | 124.00 |
| Check | 5/19/2015 | 6967 | Nevada Appeal | Proof of Publication-5/21/15 budget nearing | 80.101 | 60.027 |
| Total 7108-00 | Total 7108-00 · Dues & Publications | lications | | | 225.09 | 225.09 |
| 7116-00 · Legal Check 5 | i gal 5/7/2015 | 7959 | Law Office of George N. Benesch | Apr. legal services | 3,369.33 | 3,369.33 |
| Total 7116-00 · Legal | 0 · Legal | | | | 3,369.33 | 3,369.33 |
| 7120-00 · Int 7120-01 · Check | 7120-00 · Integrated Watershed Programs 7120-01 · Watershed Map Exp. Check 5/7/2015 7960 G | shed Progr ap Exp. 7960 | rams Greg Brady Graphics | Edits & revisions to CR Watershed Map | 800.00 | 800.00 |
| Total 712 | Total 7120-01 · Watershed Map Exp | əd Map Exp | Ċ | | 800.00 | 800.00 |
| 7120-30 · Check Check | 7120-30 · Watershed Coord.Exp. 2015-18 Check <i>5/</i> 12/2015 7963 Corr Check <i>5/</i> 21/2015 7974 Offic | oord.Exp. 2 7963 7974 | 2015-18 Comstock Seed Office Depot Credit Plan | Seed for watershed events May office supplies | 100.16 270.08 | 100.16 370.24 |
| Total 712 | Total 7120-30 · Watershed Coord.Exp. 2015-18 | ed Coord.Ex | xp. 2015-18 | | 370.24 | 370.24 |
| Total 7120-00 | Total 7120-00 · Integrated Watershed Programs | /atershed P | Programs | | 1,170.24 | 1,170.24 |
| 7332-00 · Ca l Check | 7332-00 · Carson River Work Days Check 5/7/2015 7962 | rk Days 7962 | River Wranglers | 9/30/14-4/21/15 CR Work Days | 2,463.36 | 2,463.36 |
| | | | | | | |

Page 5

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Page 6

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Transaction Detail by Account

Accrual Basis 06/08/15 2:52 PM

| Type Date | ite Num | Name | Мето | Amount | Balance |
|--|--|---|---------------------------------|-----------|-----------|
| Total 7332-00 · Carson River Work Days | n River Work Day | S | | 2,463.36 | 2,463.36 |
| 7337-00 · Carson River Restoration 7337-01 · Upper Carson River Grant. 7337-14 · CVCD-Riparian Habitat | 0 · Carson River Restoration 37-01 · Upper Carson River Grant. 7337-14 · CVCD-Ribarian Habitat/RiverFork | nt. tat/RiverFork | | | |
| Check 5/19/2015 | 7965 | Carson Valley Conservation District | Bal. of bioengineering-RF Ranch | 669.61 | 669.61 |
| Total 7337-14 | CVCD-Riparian | Total 7337-14 · CVCD-Riparian Habitat/RiverFork | | 669.61 | 669.61 |
| Total 7337-01 · Upper Carson River Grant. | per Carson River | · Grant. | | 669.61 | 669.61 |
| Total 7337-00 · Carson River Restoration | n River Restorati | LO | | 669.61 | 669.61 |
| 7406-00 · 208 Water Quality Mgmt. Plan 7406-02 · 208 Plan-LID Practices- 2013-14 Check 5/26/2015 7977 Reso | Quality Mgmt. Pl n-LID Practices- 315 7977 | an 2013-14 Resource Concepts, Inc. | 208 Plan-LID, thru 4/12/15 | 1,000.00 | 1,000.00 |
| Total 7406-02 · 208 Plan-LID Practices- 2013-14 | 8 Plan-LID Practi | ces- 2013-14 | | 1,000.00 | 1,000.00 |
| Total 7406-00 · 208 Water Quality Mgmt. Plan | fater Quality Mgm | ıt. Plan | | 1,000.00 | 1,000.00 |
| 7426-00 · FEMA MAS #5-Charter/Map/Model 7426-01 · Alpine View EstKimley Horn Check 5/19/2015 7966 Kim | # 5-Charter/Map/iew EstKimley 715 7966 | /Model · Horn Kimley-Horn & Associates, Inc. | Alpine Est. study thru 4/30/15 | 2,288.00 | 2,288.00 |
| Total 7426-01 · Alpine View EstKimley Horn | oine View EstKir | nley Horn | | 2,288.00 | 2,288.00 |
| 7426-02 · Smelter Check 5/26/20 | Creek-RO Ande 315 7976 | 7426-02 · Smelter Creek-RO Anderson Check <i>5</i> /26/2015 7976 R. O. Anderson | Smelter Crthru 4/26/15 | 9,500.00 | 9,500.00 |
| Total 7426-02 · Smelter Creek-RO Anderson | nelter Creek-RO / | Anderson | | 9,500.00 | 9,500.00 |
| 7426-03 · Eagle Valley-Michael Baker Check 5/19/2015 7970 P | alley-Michael Ba 315 7970 | i ker Michael Baker Jr., Inc. | Services through 4/26/15 | 13,406.75 | 13,406.75 |
| Total 7426-03 · Eagle Valley-Michael Baker | gle Valley-Micha | el Baker | | 13,406.75 | 13,406.75 |
| 7426-04 · Sheckler-RO Anderson Check 5/26/2015 7975 | r-RO Anderson 315 7975 | R. O. Anderson | Sheckler Study-thru 4/26/15 | 4,200.00 | 4,200.00 |
| Total 7426-04 · Sheckler-RO Anderson | eckler-RO Ander | son | | 4,200.00 | 4,200.00 |
| Total 7426-00 · FEMA MAS #5-Charter/Map/Model | MAS #5-Charter | /Map/Model | | 29,394.75 | 29,394.75 |

TOTAL

For internal & discussion purposes only.

CWSD PETTY CASH TRANSACTION RECORD May 2015

| Date | G/L No. | Description | <u>Debits</u> | Credits | Balance |
|---------|---------------------|--------------------------------|---------------|---------|----------|
| | | 4/30/15 cash balance | | | \$156.30 |
| 5/5/15 | 7103-00 | Smith's | (\$7.52) | | \$148.78 |
| | Office Supplies | paper towels | | | |
| 5/5/15 | 7103-00 | from D.Neddenriep | | \$0.15 | \$148.93 |
| | Office Supplies | copies | | | |
| 5/11/15 | 7104-00 | PO | (\$37.66) | | \$111.27 |
| | Postage | Board packages | | | |
| 5/21/15 | 5050-07 | from Marguerite Wade | | \$5.00 | \$116.27 |
| | Watershed Donations | newsletter | | | |
| 5/26/15 | 7104-00 | PO | (\$11.55) | | \$104.72 |
| | Postage | budget to Tax Dept. & counties | | | |
| 5/29/15 | 1011-00 | Balance in Petty Cash | | | \$104.72 |
| | Petty Cash | | | | |

Date: 5/29/15 Prepared by: Janu Flakler
Approved by: Edwin James

Law Office of GEORGE N. BENESCH 190 W. Huffaker Lane, Suite 408 Reno, NV 89511

Telephone [775] 827-3100

Fax (775) 827-3020

Tax I.D. #88-0329442

Invoice submitted to:

In Reference To:

Invoice # 1/678

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

General

May 01, 2015

| Invoice # | 14678 | | |
|-----------|--|--|-----|
| | | Hours Amount | |
| | For professional services rendered | 0.00 \$3,333.33 | |
| | Additional Charges : | | |
| | April 2015 | | |
| 4/15/201 | 5 Mileage charge for trip to Carson City | 36.00 | |
| | SUBTOTAL: | [36.00] | |
| | Total additional charges | \$36.00 | |
| | Total amount of this bill | \$3,369.33 | |
| For Legal | Services Rendered | | |
| | Previous balance | \$3,369.33 | |
| | Accounts receivable transactions | | |
| 4/13/2015 | Payment - thank you. Check No. 7927 | (\$3,369.33) | |
| | Total payments and adjustments | (\$3,369.33) | |
| | Balance due | \$3,369.33 | |
| | #116-00 Legal | Edward Jernel A. St. 1806 5:4-15 P. C. V. | , 4 |



CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: JUNE 17, 2015

SUBJECT: Agenda Item #10 - Discussion for possible action regarding approval of Agreement #2015-2 with River Wranglers for Carson River Work Days and Vegetation Management Projects.

DISCUSSION: Agreement #2015-2 with River Wranglers is to continue the Carson River Work Days and Vegetation Management Projects. The total agreement amount is \$26,000 which was approved in the FY 2015-16 budget (see attached draft Agreement).

STAFF RECOMMENDATION: Approve Agreement #2015-2 with River Wranglers for Carson River Work Days and Vegetation Management Projects.

AGREEMENT #2015-2

AGREEMENT

Addressing Funding From Carson Water Subconservancy District to River Wranglers to Perform Work on Carson River Workdays and Carson River Vegetation Management

THIS AGREEMENT dated this _____ day of ______, 2015, is entered into by and between River Wranglers, a non-profit association (hereinafter "RW") and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

WHEREAS, RW is a 501(C)(3) non-profit organization; and

WHEREAS, RW has organized a program for the Carson River Workday Projects and Carson River Channel and Vegetation Maintenance, in which members of the respective communities within the district participate in river conservation and maintenance; and

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

WHEREAS, this Agreement 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 RW each possess common objectives and responsibilities with regard to the Carson River; and

WHEREAS, RW has requested funding to perform work during fiscal year 2015-16 on the Carson River Workday Projects and Carson River Vegetation Management; and

WHEREAS, CWSD has agreed to set aside \$26,000.00 for the fiscal year beginning July 1, 2015, and to grant RW said amount in order to assist with the projects set forth in Exhibit "A."

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

- CWSD hereby grants to RW up to \$26,000.00 for the costs to conduct
 Carson River Water Days and Carson River Vegetation, as described in
 Exhibit "A."
- 2. CWSD shall have no responsibility for costs exceeding \$26,000.00.
- 3. This Agreement shall terminate June 30, 2016, at which time RW shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Agreement.
- 4. 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.
- a. Consistent with paragraph 4 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.
- 6. For invoicing and notice purposes, the address of each party is as follows:

River Wranglers Attn.: Linda Conlin Director 1355 E. Badger St. Silver Springs, NV 89429 (775) 230-0633 CWSD Attn.: Edwin James General Manager 777 E. William, Ste. 110A Carson City, NV 89701 (775) 887-7456

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

- 11. This Agreement becomes effective when ratified by appropriate official action of the governing body of each party, and shall be deemed dated as of the later date of said official action.
- 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
 cooperative action set forth herein.
- 13. This Agreement shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times and places.

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

| DATED: | DATED: |
|-------------------------|---|
| RIVER WRANGLERS | CARSON WATER SUBCONSERVANCY DISTRICT |
| MARGIE EVANS, President | GREGORY LYNN, Chairman |
| ATTEST: | ATTEST: |
| ERIC JOHNSON, Secretary | TONI M. LEFFLER, Secretary to the Board |

Exhibit "A"

River Wranglers Conserve Carson River Work Days & Vegetation Management

River Wranglers plans to continue Conserve Carson River Work Days and vegetation management projects in the Carson River watershed. This work, initiated in 1995, resulted in more than 100 projects involving more than 2,500 citizens contributing more than 63,000 volunteer hours.

As part of the grant goals, River Wranglers will attempt to allocate approximately \$6,000 per county. The \$6,000 will be used to help fund the Conserve Carson River Workdays and Vegetation Management Projects. The Conserve Carson River Workdays provides students hands-on experience doing projects on the river. The Vegetation Management Projects provide the various conservation districts opportunities to utilize local labor crews and conservation crews to cut and plant willows for workdays and restoration, rodent control, and reduce potential flood hazards in the river and tributaries. The funding also assists the conservation districts with outreach and education.



CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: JUNE 17, 2015

SUBJECT: Agenda Item #11 - Discussion for possible action regarding approval of Agreement #2015-3 with Alpine Watershed Group to Help Fund the Upper Carson River Watershed Programs.

DISCUSSION: Agreement #2015-3 with the Alpine Watershed Group is to provide funding for various projects in the upper Carson River Watershed. The total agreement amount is \$23,000 which was approved in the FY 2015-16 budget (see attached draft Agreement).

STAFF RECOMMENDATION: Approve Agreement #2015-3 with Alpine Watershed Group to Help Fund the Upper Carson River Watershed Programs.

AGREEMENT

Addressing Funding from Carson Water Subconservancy District to Alpine Watershed Group to Help Fund the Upper Carson River Watershed Programs

THIS AGREEMENT is entered into this ____ day of _______, 2015, and between ALPINE WATERSHED GROUP, a non-profit association (hereinafter "AWG"), and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision organized under Nevada Revised Statutes Chapter 541 (hereinafter "CWSD").

WITNESSETH:

WHEREAS, AWG is a 501(C)(3) non-profit organization; and

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

WHEREAS, AWG desires to conduct several projects in the Upper Carson River watershed; and

WHEREAS, CWSD has agreed to set aside \$23,000.00 for the fiscal year 2015-16 beginning July 1, 2015, and to grant to AWG said amount in order to provide matching funds for the Upper Carson River watershed programs as set forth in Exhibit "A",

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

- 1. CWSD hereby grants to AWG up to \$23,000.00 for the fiscal year 2015-16 beginning July 1, 2015, for the costs to fund part of the Upper Carson River watershed programs and otherwise pay for items and activities required to complete the projects identified and described in Exhibit "A".
- AWG will submit requests for funding periodically over the fiscal year. The request for funding shall be accompanied by a description of what the funds were used for and shall reference this Agreement.

- CWSD commits to pay the approved amount of the request to AWG within four (4) weeks of said request.
- 4. CWSD shall have no responsibility for costs exceeding \$23,000.00.
- This Contract shall terminate June 30, 2016, at which time AWG 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 AWG 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 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.
- 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 notice purposes, the address of each party is as follows:

> ALPINE WATERSHED GROUP Attn: Sarah Green **Executive Director** P.O. Box 296

Markleeville, CA 96120

(530) 694-2327

CWSD

Attn: Edwin D. James General Manager

777 E. Williams, Suite 110A Carson City, NV 89701

(775) 887-7456

- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- This Agreement becomes effective when approved by both parties. 14.

| DATED: | DATED: | |
|------------------------|---|--|
| ALPINE WATERSHED GROUP | CARSON WATER SUBCONSERVANCY DISTRICT | |
| John Barr, Chair | Gregory Lynn, Chair | |
| ATTEST: | ATTEST: | |
| Zach Wood, Secretary | Toni M. Leffler, Secretary to the Board | |

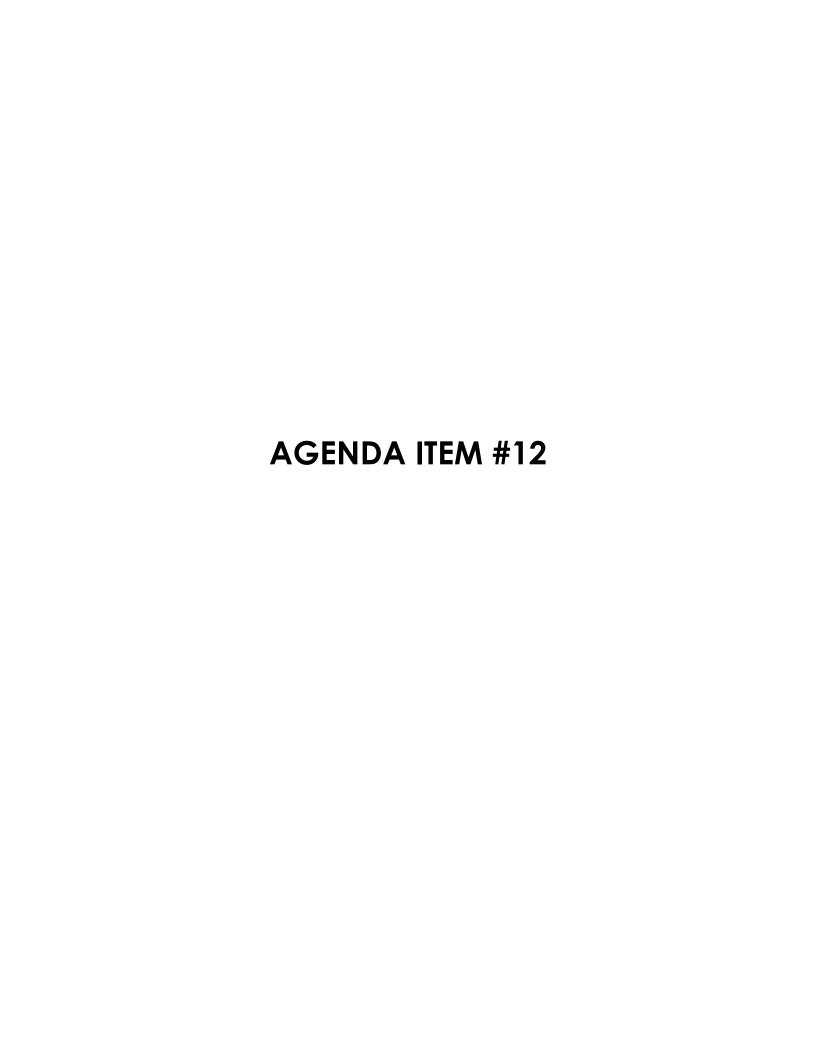
Exhibit "A"

Alpine Watershed Group

Specific activities for AWG's Upper Carson River watershed program include the following:

- Partnered with Friends of Hope Valley and American Rivers, recruit and train volunteer "Meadow Stewards" to restore the full range of ecosystem services that this highly-visible and well-known meadow has the potential to provide including: natural water storage, flood attenuation, cooling and filtering of water, aquatic and riparian habitat, and recreational values.
- Assess and monitor the watershed systems with a team of trained volunteer monitors.
- Identify, design, and complete watershed restoration projects which reduce erosion and enhance wildlife habitat.
- Ensure diverse watershed stakeholder participation and enhance community watershed awareness and commitment to watershed protection.
- Coordinate with local and regional watershed-related organizations to share resources and avoid duplication of effort including such groups as the Carson River Coalition, Central Sierra Resource Conservation and Development, Friends of Hope Valley, and Sierra Nevada Alliance.
- Participate in regional watershed monitoring and community education events such as Snapshot Day, Carson River Watershed Forum, and Markleeville Creek Day.
- Coordinate the Alpine Aspen Festival.
- Build long-term capacity for watershed programs in the Upper Carson River watershed.





CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: JUNE 17, 2015

SUBJECT: Agenda Item #12 - Discussion for possible action regarding approval of Interlocal Contract #2015-4 with **Carson Valley Conservation District** for Bioengineering and Erosion Control Along the Carson River through Carson Valley.

DISCUSSION: Interlocal Contract #2015-4 with Carson Valley Conservation District (CVCD) is for bioengineering and erosion control along the Carson River through Carson Valley. The total agreement amount is \$60,000 which was approved in the FY 2015-16 budget (see attached draft Contract).

STAFF RECOMMENDATION: Approve Interlocal Contract #2015-4 with Carson Valley Conservation District for Bioengineering and Erosion Control Along the Carson River through Carson Valley.

CONTRACT #2015-4

INTERLOCAL CONTRACT

Addressing Funding From Subconservancy District
To Carson Valley Conservation District
for Bioengineering and Erosion Control
Along the Carson River in Carson Valley

| THIS CONTRACT dated this day of, 2015, 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, DISTRICT has requested \$60,000.00 funding for bioengineering and erosion control along the Carson River downstream of Cradlebaugh Bridge in Carson Valley, as identified and described in Exhibit "A"; and

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

- CWSD hereby grants to DISTRICT \$60,000.00 for bioengineering and vegetation management along the Carson River in Carson Valley, as identified and described in Exhibit "A."
- DISTRICT will submit requests for funding periodically over fiscal year 2015 The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
- CWSD commits to pay the approved amount of the request to DISTRICT within four (4) weeks of said request.
- 4. CWSD shall not be responsible for costs exceeding \$60,000.00, unless written approval from CWSD authorizing additional funds has been granted.
- This Contract shall terminate June 30, 2016, 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.
- 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.: Mike Hayes Coordinator 1702 County Rd., # A Minden, NV 89423 (775) 782-3661 x 102 CWSD Attn.: Edwin James General Manager 777 E. William St., #110 Carson City, NV 89701 (775) 887-7456

- 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. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to engage in cooperative action set forth herein.
- 15. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times and places.

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

| DATED: | DATED: |
|--|---|
| CARSON VALLEY CONSERVATION DISTRICT | CARSON WATER SUBCONSERVANCY DISTRICT |
| James Settelmeyer, Chairperson | Gregory Lynn, Chairperson |
| ATTEST: | ATTEST: |
| | |
| J.B. Lekumberry, Secretary | Toni M. Leffler, Secretary to the Board |

Exhibit "A"

Carson Valley Conservation District for Bioengineering and Erosion Control Along the Carson River in Carson Valley

Carson Valley Conservation District (DISTRICT) plans to continue with bioengineering along the Carson River downstream of Cradlebaugh Bridge in Carson Valley. Using a hand crew and local willows and cottonwoods, if available, crews will cover exposed banks with willow structures and anchor them to the banks. Some of the willow will grow and create a living matrix to hold the bank together, shade the water, reduce sediment, and provide wildlife habitat.



CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: JUNE 18, 2014

SUBJECT: Agenda Item #13 - Discussion for possible action regarding approval of an Addendum to Interlocal Contract #2014-8 with **Dayton Valley Conservation District** for a Middle Carson River Clearing, Snagging, and Maintenance Projects.

DISCUSSION: Due to transition of staff and other delays, Dayton Valley Conservation District (DVCD) was not able to complete all their planned FY 2014-15 projects (see attached letter). They have therefore requested an extension of time and carryover of unused funds on Interlocal Contract #2014-8 for DVCD to carry out clearing, snagging, and maintenance activities, as well an additional \$75,000 for FY 2015-16. The \$75,000 was approved in the FY 2015-16 budget (see attached draft Agreement).

STAFF RECOMMENDATION: Approve an Addendum to Interlocal Contract #2014-8 with Dayton Valley Conservation District for a Middle Carson River Clearing, Snagging, and Maintenance Projects.

Addend to # 2014-8





Dayton Valley Conservation District P.O. Box 1807 Dayton, Nevada 89403

February 6, 2015

Mr. Edwin James Manager

Carson Water Subconservancy District 777 East Williams Street #110a Carson City, Nevada 89701

Re: Formal request to extend FY 2014 into 2015

Dear Mr. James

I would like to formally request the extension of fiscal year 2014 funds into 2015. There are several benefits of doing this which I will explain. This year the district was able to get a substantial amount of channel clearing, snagging and maintenance work done within the Middle Carson River Corridor. Because of your funding the district was able to match Lyon County funds and get more work done this year than anticipated. We did have to get out of the river channel because flows were going to have to force us to de-water sites which would cost more money than working during no-flow conditions. We determined that we would like to hold off on our final maintenance work until after the spring runoff which may be pretty soon this year. This will help the district get measurements, quantities and crews ready for the late summer or fall work. There is also a cost savings by not having to pay a contractor to dewater the sites. Another consideration is that I have received and accepted an offer for employment with another agency. This extra time will allow new staff and board members the opportunity to prepare for the work.

Thank you for your consideration of this matter and please contact me if you need any more information regarding this issue.

Respectfully,

Richard Wilkinson
District Manager
Dayton Valley Conservation District

ADDENDUM TO REVISED INTERLOCAL CONTRACT #2014-8

Addressing Funding From
Carson Water Subconservancy District
to Dayton Valley Conservation District
to Perform Work on
the Middle Carson River Restoration Projects

WHEREAS, on July 29, 2014, the CARSON WATER SUBCONSERVANCY
DISTRICT (hereinafter referred to "CWSD") and DAYTON VALLEY CONSERVATION
DISTRICT (hereinafter referred to as "DISTRICT") entered into an Interlocal Contract
(hereinafter "Interlocal Contract #2014-5") addressing funding from CWSD to DISTRICT
('the Project"); and

WHEREAS, it has been determined that Interlocal Contract #2014-5 needs to be extended for an additional year; through fiscal year 2015-16, with a carryover of unused funds from fiscal year 2014-15; and

WHEREAS, the District has requested an additional \$75,000.00 to be added to the carryover funds.

NOW, THEREFORE IT IS AGREED:

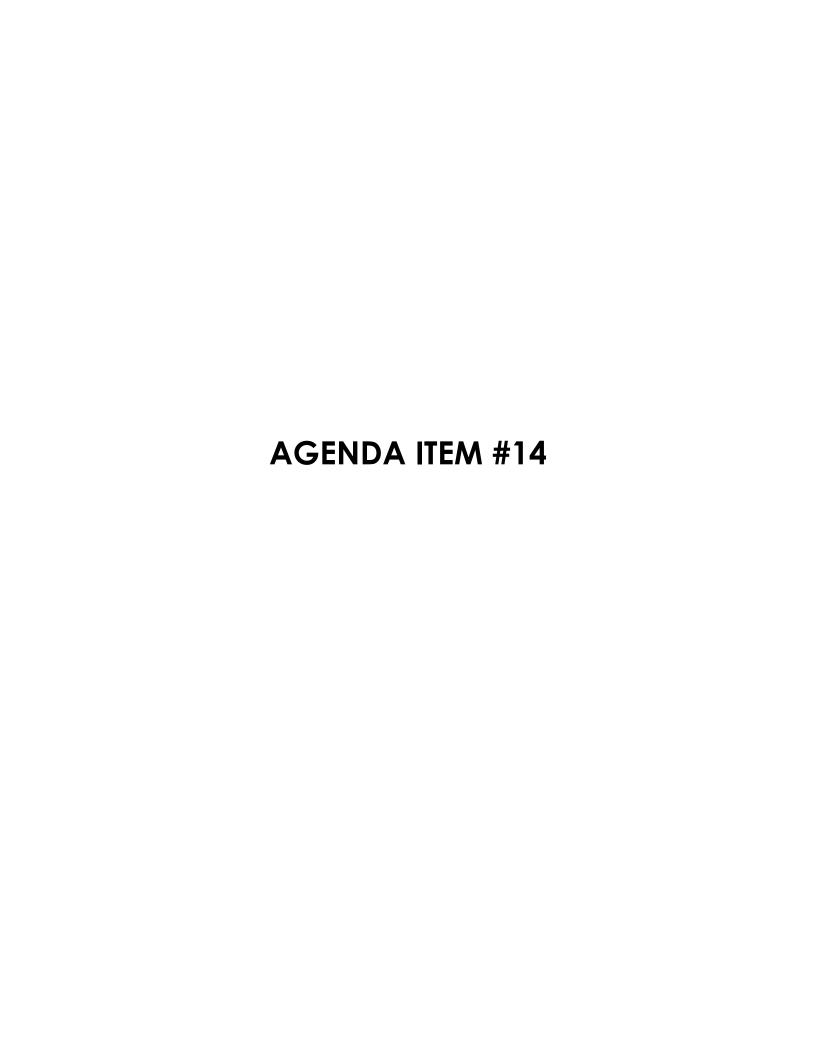
- Interlocal Contract #2014-8 shall be extended one year and shall terminate June 30, 2016, with a carryover of unused funds from fiscal year 2014-15.
- 2. An additional \$75,000.00 will be provided to the District for fiscal year 2015-16.

| ///// | |
|-------|--|
| ///// | |
| ///// | |
| ///// | |

 All other terms of Interlocal Contract #2014-8 shall remain in full force and effect.

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

| DATE | DATE |
|--|---|
| DAYTON VALLEY CONSERVATION DISTRICT | CARSON WATER SUBCONSERVANCY DISTRICT |
| Chuck Roberts, Chairperson | Gregory Lynn, Chairperson |
| ATTEST: | ATTEST: |
| | |
| Joe Ricci, Secretary/Treasurer | Toni M. Leffler, Secretary to the Board |



CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: JUNE 17, 2015

SUBJECT: Agenda Item #14 - Discussion for possible action regarding approval of Interlocal Contract #2015-5 with **Dayton Valley Conservation District** for Noxious Weed Control in Storey County.

DISCUSSION: Interlocal Contract #2015-5 with Dayton Valley Conservation District (DVCD) is to help Storey County control noxious weeds to decrease the weed seed load coming into Lyon County. The total agreement amount is \$5,000 which was approved in the FY 2015-16 budget (see attached draft Agreement).

STAFF RECOMMENDATION: Approve Interlocal Contract #2015-5 with Dayton Valley Conservation District for Noxious Weed Control in Storey County.

INTERLOCAL CONTRACT

Addressing Funding From Carson Water Subconservancy District to Dayton Valley Conservation District to Perform Work on Noxious Weeds Abatement in Storey County

| THIS CONTRACT dated this | day of, 2 | 015, is entered into by and |
|--|-------------------------|-----------------------------|
| between DAYTON VALLEY CONSERVAT | TION DISTRICT, a poli | itical subdivision of the |
| State of Nevada (hereinafter "DISTRICT") | and the CARSON WA | ATER |
| SUBCONSERVANCY DISTRICT, a politic | al subdivision of the S | tate 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, DISTRICT has requested \$5,000.00 funding to assist Storey County with noxious weed abatement in the Carson River drainage for during fiscal year 2015-16 as described in Exhibit "A."

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

- CWSD hereby grants to DISTRICT \$5,000.00 for the costs to assist Storey
 County with noxious weed abatement in the Carson River drainage and
 otherwise pay for items and activities identified and described in Exhibit "A".
- DISTRICT will submit requests for funding periodically over the fiscal year.
 The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
- 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 \$5,000.00.
- 5. This Contract shall terminate June 30, 2016, 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.: Robert 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. Notwithstanding this Contract is initially executed by the District Manager of the DISTRICT and General Manager of CWSD, this Contract becomes effective when ratified by appropriate official action of the governing body of each party, and shall be deemed dated as of the later date of said official action.
- 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
- 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: | DATED: |
|--|---|
| DAYTON VALLEY CONSERVATION DISTRICT | CARSON WATER SUBCONSERVANCY DISTRICT |
| Chuck Roberts, Chairperson | Gregory Lynn, Chairperson |

| ATTEST: | ATTEST: | |
|--------------------------------|---|--|
| | | |
| | | |
| | | |
| | | |
| Joe Ricci, Secretary/Treasurer | Toni M. Leffler, Secretary to the Board | |

Exhibit "A"

Dayton Valley Conservation District Noxious Weed Abatement Program in Storey County

The DVCD will treat noxious weeds in the portion of Storey County located in the Carson River watershed. The treatment areas include Gold Canyon and American Flats/Ravine along with 6 and 7-Mile Canyons. The goal and benefit of the project is to reduce the noxious weed seed load that flows out of Storey County down into Lyon County and the lower Carson River Watershed. The project will reduce the amount of money that will be expended for noxious weed treatment in Lyon County by removing the seed source in Storey County.



CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: JUNE 17, 2015

SUBJECT: Agenda Item #15 - Discussion for possible action regarding approval of Interlocal Contract #2015-6 with Lahontan Conservation District for Clearing and Snagging on the Carson River Below the Diversion Dam.

DISCUSSION: Agreement #2015-6 with Lahontan Conservation District (LCD) is to help fund LCD's ongoing effort to monitor the lower Carson River, remove dead vegetation and debris restricting channel capacity, and beaver and beaver dam removal to improve water flow in the channel below the Diversion Dam. The total agreement amount is \$20,000 which was approved in the FY 2015-16 budget (see attached draft Contract).

STAFF RECOMMENDATION: Approve Interlocal Contract #2015-6 with Lahontan Conservation District for Clearing and Snagging on the Carson River Below the Diversion Dam.

INTERLOCAL CONTRACT

Addressing Funding From Subconservancy District to Lahontan Conservation District to Perform Work on Clearing and Snagging
On the Carson River Below the Diversion Dam

THIS CONTRACT dated this _____ day of ______, 2015, is entered into by and between LAHONTAN CONSERVATION DISTRICT, a political subdivision of the State of Nevada (hereinafter "LCD") and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

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

WHEREAS, LCD has requested funding to perform work during fiscal year 2015-16 on projects identified and described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, CWSD has agreed to set aside \$20,000.00 for the fiscal year beginning July 1, 2015, and to grant LCD said amount in order to assist with the projects set forth in Exhibit "A".

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

- CWSD hereby grants to LCD up to \$20,000.00 for the costs to conduct clearing and snagging on the Carson River below the Diversion Dam and otherwise pay for items and activities required to complete the projects identified and described in Exhibit "A".
- LCD will submit requests for funding periodically over the fiscal year. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
- CWSD commits to pay the approved amount of the request to LCD within four (4) weeks of said request.
- 4. CWSD shall have no responsibility for costs exceeding \$20,000.00.
- This Contract shall terminate June 30, 2016, at which time LCD 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 LCD 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:

LCD Attn.: Jackie Bogdanowicz Conservation Specialist 111 Sheckler Rd. Fallon, NV 89406 (775) 423-5124 CWSD Attn.: Edwin James General Manager 777 E. William St., #110 Carson City, NV 89701 (775) 887-7456

- 10. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.
- 11. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada. 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 Page 3 of 5

- are no representations, conditions, warranties or collateral agreements (expressed or implied), statutory or otherwise, with respect to the subject of this Contract.
- 14. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to engage in cooperative action set forth herein.
- 15. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times and places.

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

| DATED: | DATED: |
|-----------------------------------|---|
| LAHONTAN CONSERVATION DISTRICT | CARSON WATER SUBCONSERVANCY DISTRICT |
| Bill Washburn, Chair | Gregory Lynn, Chair |
| ATTEST: | ATTEST: |
| Morena Heser, Secretary/Treasurer | Toni M. Leffler, Secretary to the Board |

Exhibit "A"

Clearing and Snagging on the Carson River Below the Diversion Dam

The project is designed to:

- Continue with a long-term monitoring program on the lower Carson River.
- Remove dead vegetation and debris restricting channel capacity.
- Remove beavers and beaver dams to improve water flow in the channel.





CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: JUNE 17, 2015

SUBJECT: Agenda Item #16 - Discussion for possible action regarding approval of Interlocal Contract #2015-7 with Lahontan Conservation District for Sand Bar Removal Along the Carson River in Churchill County.

DISCUSSION: Agreement #2015-7 with Lahontan Conservation District (LCD) is to help fund LCD's effort to create a river channel that is clear of obstruction and provide for free flow at natural choke points. The total agreement amount is \$20,000 which was approved in the FY 2015-16 budget (see attached draft Contract).

STAFF RECOMMENDATION: Approve Interlocal Contract #2015-7 with Lahontan Conservation District for Sand Bar Removal Along the Carson River in Churchill County.

INTERLOCAL CONTRACT

Addressing Funding From Subconservancy District to Lahontan Conservation District to Perform Sand Bar Removal Along the Carson River in Churchill County

THIS CONTRACT dated this _____ day of ______, 2015, is entered into by and between LAHONTAN CONSERVATION DISTRICT, a political subdivision of the State of Nevada (hereinafter "LCD") and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

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

WHEREAS, LCD has requested funding for sand bar removal along the Carson River in Churchill County during fiscal years 2015-16 and 2016-17, as described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, CWSD has agreed to set aside \$20,000.00 for the fiscal year beginning July 1, 2015, and to grant LCD said amount in order to assist with the projects set forth in Exhibit "A".

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

- CWSD hereby grants to LCD up to \$20,000.00 for the costs to remove sand bars along the Carson River in Churchill County, and otherwise pay for items and activities required to complete the projects identified and described in Exhibit "A".
- LCD will submit requests for funding periodically over the period of the contract.
 The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
- CWSD commits to pay the approved amount of the request to LCD within four (4) weeks of said request.
- 4. CWSD shall have no responsibility for costs exceeding \$20,000.00.
- This Contract shall terminate June 30, 2017, at which time LCD 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 LCD 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:

LCD Attn.: Jackie Bogdanowicz Conservation Specialist 111 Sheckler Rd. Fallon, NV 89406 (775) 423-5124 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. Notwithstanding this Contract is initially executed by the Coordinator of the LCD and General Manager of CWSD, this Contract becomes effective when ratified by appropriate official action of the governing body of each party, and shall be deemed dated as of the later date of said official action.
- 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.

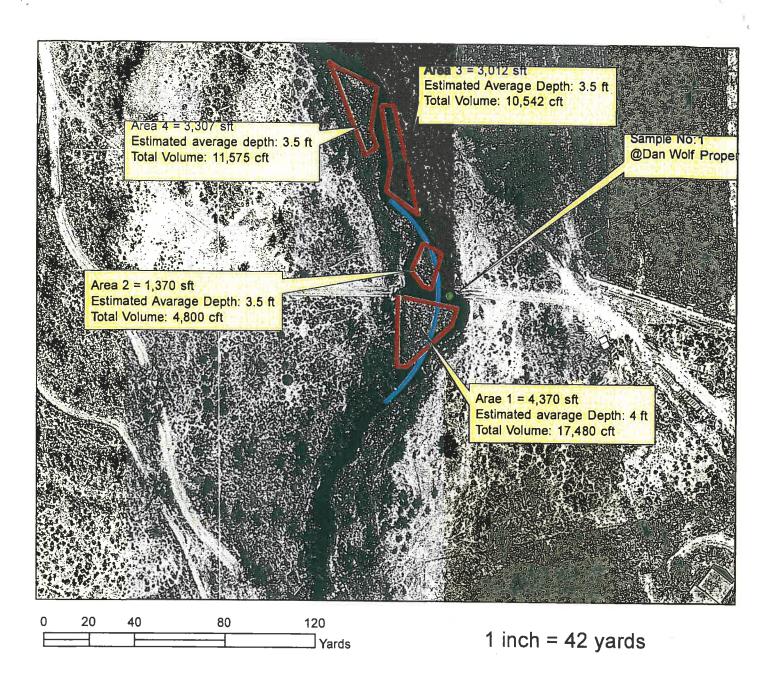
IN WITNESS WHEREOF, the parties have executed this Contract on the day and year first written above.

| DATED: | DATED: |
|-----------------------------------|---|
| LAHONTAN CONSERVATION DISTRICT | CARSON WATER SUBCONSERVANCY DISTRICT |
| Bill Washburn, Chairperson | Gregory Lynn, Chairperson |
| ATTEST: | ATTEST: |
| Morena Heser, Secretary/Treasurer | Toni M. Leffler, Secretary to the Board |

Exhibit "A"

Lahontan Conservation District Sand Bar Removal Along the Carson River in Churchill County

The project is designed to create a river channel that is clear of obstruction and provides for free flow at natural choke points. An example is the Reno Highway Bridge which has historically been clogged by debris during high water flooding events. Obstructions in these locations causes back up and over flow that moves into residential housing areas in both the county and City of Fallon. Four key locations have been identified and are described where sediment-caused islands changed the flow, eroded banks, or blocked flows under bridge works. Removal of sediment will provide for structures to operate within their design parameters (see attached work locations).



Carson River Improvment Project, Location No:1

Owner: Mr. Dan Wolf

Site Coordinates:N39.56194; W118.72899

Brief Description:

At the shown location sand deposit in the Carson River did change flow capacity, reducing area of flow and with meandring lenght reducing slope.

Existing river crossing should be consider in the future as permanent.

Proposed Action and Work:

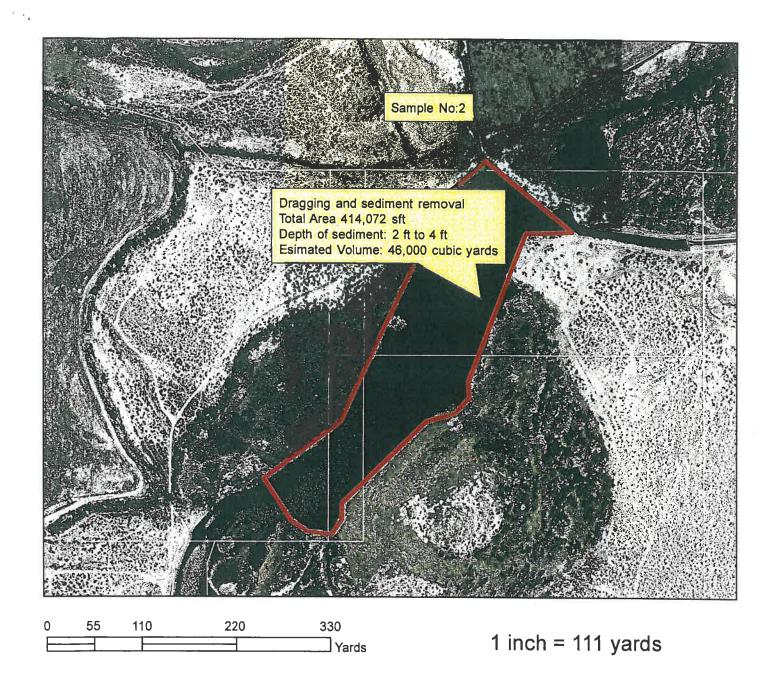
Adjustment of river flow in direction as shown (blue line)

at the map would make shorter curve and increase the slope for about 10 %.

All excessive material should be deposit out to increase area of the flow. Only 20% of the estimated volume for removal can be placed at the river channal not affecting maximum possable area of the flow.

Total Estimated Volume for removal is: 44,397 cft or 1,644 cubic yards

Contract #2015-7



Carson River Improvment Project, Location No: 2

Project Area No: 2

Carson River Improvemnt Project - Sagouspi Dam West

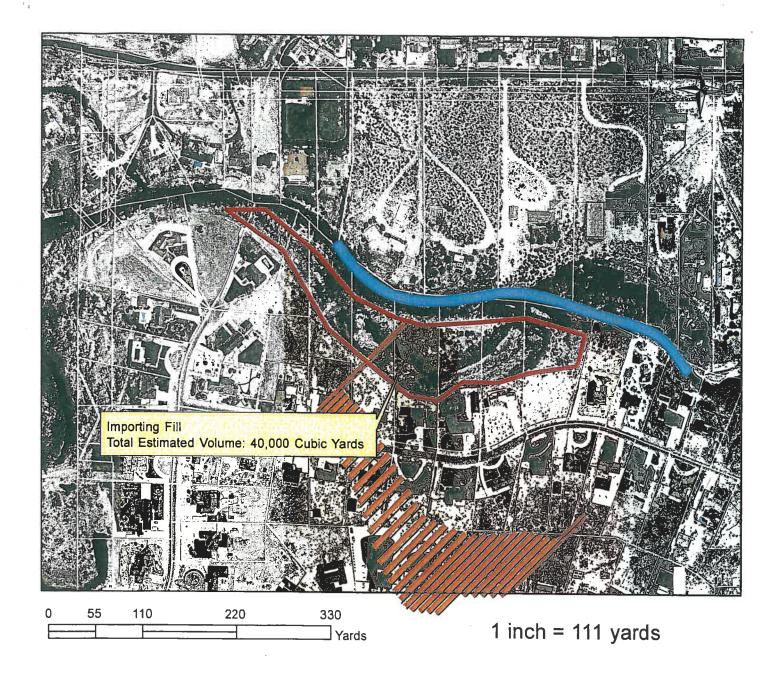
Location: N39.54025; 118.72899

Brief Description:

Sagouspi Dam need to be dragged and periodicallyall water discharged. Expected mud on the bottom is 2 to 4 ft tick. Estimated volume of46,000 cubic yards should be remove from the bottom and properly disposed.

Soil sample was obtain if this project takes place in the future.

volume is: 24,330 cubic yards



Carson River Improvment Project, Location No:3

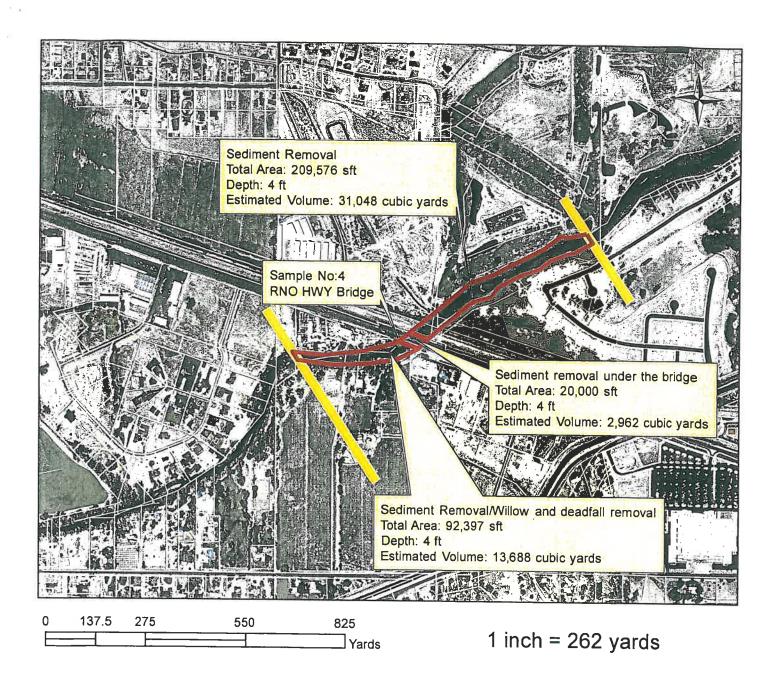
Brief Description:

At the shown location Carson River should be chanalized and on the south side fill material imported.

This will reduce future meandring and increase velocity.

Existing depression shown on the map should be eliminated as a source of mosquitos and potential health hazard. This area has lower priority and needs to be done with property owner's assistance.

Total Estimated Volume for fill is: 40,000 cubic yards



RNO HWY Bridge - Carson River Improvment Project, Location No:4

Site Coordinates: N39,48017; W118.81484

Brief Description:

At the shown location sand deposit in the Carson River did change flow capacity, reducing area of flow and with meandring length reducing slope.

Willows and deadfall did change velocity of the flow and increase sedimentation. Sediments are 4 to 6 ft.

Proposed Action and Work:

Sediment removal with avarage depth of 5 ft would be suggested as a necessary considering importance of this bridge. Willow and deadfall removal would be required.

Bridge should be maintain for the design flow in the future and maximum possable area of the flow.

Total Estimated Volume for removal is:47,698 cubic yard

Contract #2015-7



CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: JUNE 17, 2015

SUBJECT: Agenda Item #17 - Discussion for possible action regarding approval of Interlocal Contract #2015-8 with Churchill County to Assist in the Lahontan Valley Water Level Measurement Program.

DISCUSSION: Agreement #2015-8 with Churchill County is to assist in the Lahontan Valley Water Level Measurement Program for an additional three years. The total agreement amount is \$60,000 which will be disbursed over fiscal years 2015-16, 2016-17, and 2017-18 (see attached draft Contract).

STAFF RECOMMENDATION: Approve Interlocal Contract #2015-8 with Churchill County to Assist in the Lahontan Valley Water Level Measurement Program.

INTERLOCAL CONTRACT

Addressing Reimbursement From Carson Water Subconservancy
District to Churchill County to Assist in the
Lahontan Valley Water Level Measurement Program

THIS CONTRACT dated this _____ day of _______, 2015, is entered into by and between CHURCHILL COUNTY, a political subdivision of the State of Nevada and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

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

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

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

WHEREAS CWSD has agreed to set aside a total amount of \$60,000.00 for the fiscal years 2015-16, 2016-17, and 2017-18, commencing July 1, 2015, to grant CHURCHILL COUNTY to assist with the three-year process of physical data collection for a Lahontan Valley Water Level Measurement Program, more fully set forth in Exhibit "A".

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

- CWSD hereby grants to CHURCHILL COUNTY up to \$60,000.00 for the costs to
 assist in the physical data collection for a Lahontan Valley Water Level
 Measurement Program in Churchill County as described in Exhibit "A."
- 2. CHURCHILL COUNTY will submit a request for the \$19,000.00 for the fiscal year 2015-16, \$19,000.00 for the fiscal year 2016-17, and \$22,000.00 for the fiscal year 2017-18, for reimbursement of CHURCHILL COUNTY'S expenditures toward the three-year process of physical data collection for a Lahontan Valley Water Level Measurement Program. The request for reimbursement shall be accompanied by a description of what has actually been expended and shall reference this Contract.
- CWSD commits to pay the approved amount of the request to CHURCHILL
 COUNTY within four (4) weeks of said request.
- 4. CWSD shall have no responsibility for costs exceeding \$60,000.00.
- 5. This Contract shall terminate June 30, 2018, at which time CHURCHILL COUNTY shall have one (1) month thereafter to submit all final invoices 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 CHURCHILL COUNTY 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 hereunder shall not be subject to punitive damages and, to the extent applicable, contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
- a. Consistent with paragraph 7 of this Contract, each party shall indemnify, hold harmless and defend (not excluding the other's 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 notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable for attorneys' fees and costs for the indemnified party's exercise of its right hereunder to participate with legal counsel.

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

CHURCHILL COUNTY
Attn.: Eleanor Lockwood
County Manager
155 N. Taylor St., Ste. 153
Fallon, NV 89406-2748
(775) 423-5136

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. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to engage in cooperative action set forth herein.

| / | / | / | / | / |
|---|---|---|---|---|
| / | / | / | / | / |
| / | / | / | / | / |
| / | / | / | / | / |

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

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

| DATED: | DATED: |
|--------------------------|---|
| CHURCHILL COUNTY | CARSON WATER SUBCONSERVANCY DISTRICT |
| Peter Olsen, Chairperson | Doug N. Johnson, Chairperson |
| ATTEST: | ATTEST: |
| Kelly G. Helton, Clerk | Toni M. Leffler Secretary to the Board |

Exhibit A

Introduction:

The Lahontan Valley aquifers consist of four aquifers as defined by the USGS: shallow, intermediate, deep and basalt aquifers. The shallow aquifer extends from 0-50', intermediate from 50-500/1000', deep greater than 500-1000' and the volcanic basalt aquifer in the central portion of the valley. There are approximately 5,000 domestic wells which tap the shallow aquifer and most quasi-municipal or public water supply wells in the unincorporated portion of the County tap the intermediate aquifer. The City of Fallon, Fallon Naval Air Station and Fallon Paiute-Shoshone Tribe have wells completed in the Basalt aquifer. The deep aquifer is saline and is generally considered non-potable. The State Engineer requires any new permitted wells be completed in the intermediate aquifer and sealed in the top 100'.

The natural recharge of the Carson Desert Hydrographic basin #101 has been estimated by the USGS at 1,300 afa from precipitation and 1,200 afa inflow from other basins for a total estimate of natural recharge of 2,500 afa. The committed underground water rights and domestic well use exceed 21,000 afa, therefore the basin is over-appropriated without considering recharge from the Newlands Irrigation Project. For this reason, the State Engineer issued Order# 1116 in 1995 limiting any new underground appropriations to 4,000 gallons per day (4.48 afa) or less. There are significant losses from unlined canals/laterals and on-farm losses to deep percolation which recharges the shallow aquifer. The shallow aquifer recharges the intermediate aquifer in the western portion of the basin which is hydraulically connected to the Basalt aquifer in the central portion of the valley.

The USGS has conducted two water level studies (WRIR 93-4118 & SIR 2004-5246) which focused on water level measurements primarily in the shallow aquifer and associated changes related to lands withdrawn from irrigation due to USFWS water right purchases and transfers to the Stillwater Wetlands. Some of the wells monitored in these studies are currently being monitored by the USGS and are shown on the map included in the attached PowerPoint presentation given to the CWSD and Churchill County Commissioners on 4/23/14. The USGS provides quarterly letter updates to Churchill County summarizing the measurements. Churchill County & CWSD entered into Interlocal Contract #2011-6 in July 2011 to coordinate with the USGS and add wells to monitor intermediate aguifer well water levels in the NW portion of the Valley where quasi-municipal growth has and will continue to occur. Given that all new permitted wells must be completed in the intermediate aguifer, basin overappropriation, limited availability to appropriate new groundwater (Order# 1116), and potential additional domestic wells due to parcel splits, Churchill County and the State Engineer feel there is a need for an ongoing water level measurement program. Funding under #2011-6 was provided through 6/30/15 and a final report summarizing the data collected will be provided by that date. It was anticipated in the original contract that this would be an ongoing effort; therefore this request seeks additional funding to continue the program for three more fiscal years, through FY17/18.

Project Description / Benefits:

The existing project entailed a detailed review of the USGS reports and water level measurements to identify potential gaps in aerial and vertical (shallow vs. intermediate aquifers) extent to determine where additional water level measurement would be useful. This resulted in the completion of approximately 28 wells, predominately in the intermediate aquifer being selected for water level measurement. These wells have been measured monthly since "January 2012 and preliminary results were presented to the Churchill County Commissioners and the CWSD on 4/23/14 in the attached presentation. In May 2014, approximately 7 more intermediate aquifer wells were added to the program to fill in identified gaps in the NW portion of the valley. All wells have been surveyed with the County's survey grade Leica GPS unit to obtain accurate coordinates and well-head elevations such that vertical and horizontal gradients may be determined.

In the April 2014 presentation, no significant water level declines were being observed to date in the intermediate aquifer, excepting some localized decline and subsequent recovery of wells as a result of the canal being dry and refilling adjacent to the Truckee Canal west of Hazen. Intermediate aquifer wells generally showed full recovery during winter months when pumping stresses were at a minimum, whereas shallow aquifer wells showed just the opposite, with full recovery during mid-summer when unlined irrigation laterals and canals were charged and recharging the shallow aquifer. Vertical gradient measurements showed downward gradients and recharge from the Shallow to Intermediate aquifer. Additionally, there was a correlation between the stage of the Carson River and adjacent shallow aquifer wells. As a result of the ongoing drought, the Carson Division only received a 40% allocation during the 2014 irrigation season and most Project canals and deliveries, excepting some wetland deliveries, were terminated on 7/30/14. Also, the Truckee Canal was dry from August - November 2014. As a result of the drought and reduced allocations / early canal shut-off, intermediate aquifer water levels for both the summer 2014 minimums and winter 2015 to date (2/4/15), recovery levels have declined approximately 1 - 1.5 feet/year compared to prior year water levels. Some localized declines of 2-3 feet/year have been observed near areas of heavy pumping in the vicinity of the Sand Creek municipal and golf course wells. The most heavily pumped area around the Wildgoose farm for irrigation have only shown ~ 0.5 feet/year decline and this is most likely due to recharge from the adjacent V-Line and Carson river which were charged until late Fall 2014 for wetland deliveries. With the ongoing drought and likely reduced allocations / early termination of deliveries, it will be important to continue tracking water level responses proposed in this project. With shortened irrigation seasons, one farmer has acquired supplemental groundwater rights to continue irrigation after surface water deliveries have been shut-off. If additional farmers adopt this practice and the State Engineer grants supplemental groundwater pumping during drought, this may cause further water level decline.

This project is technically and environmentally sound and will assist the water users/managers and general public in understanding water issues and the status of their aquifers. It will help identify potential areas where discharge exceeds recharge and aquifer storage change. If areas

are identified where there are continued steady water level declines, it could improve and/or trigger additional administration and management in those areas. Since the current and near term quasi-municipal supply is almost entirely dependent upon groundwater development in the intermediate aquifer, and the majority of the recharge is associated with Newlands Project losses, which are dynamic due to water right transfers and canal lining, it is recommended to pursue this monitoring program and adaptive resource management. Part of the justification for the State Engineer issuing Order# 1116 was: 'the present recharge experienced from surface water irrigation and delivery systems is declining due to more efficient irrigation practices and improvements in the delivery system'. See Chapter 9 of Churchill County Water Resource Plan Update, April 2007 for further discussion on this issue.

The project has regional benefits due to the fact that the majority of the surface supply for the Newlands project and hence recharge come from the Carson River which are augmented by the Truckee River. The Churchill County Water Resource Plan Update has identified the local intermediate aquifer as the near term quasi-municipal supply and the length of time it can sustain development is contingent upon recharge from the surface water system. At such time that the intermediate aquifer can no longer support the demand, other resources will need to be developed, which are identified in Chapter 12 of the Updated Water Resource Plan. Some of these alternatives such as Dixie Valley importation may be regional in nature and others involve conjunctive use and artificial recharge of surface waters. This program will provide an early warning as to when some of these other regional type alternatives will need to be pursued.

The ongoing funding request is for an additional three year term, however it is anticipated that in order for this program to be successful as a long-term management tool, it be continued as an ongoing effort. Another summary report will be prepared at the end of FY 17/18, including a map of wells monitored in the Churchill and USGS networks, key hydrographs, and discussion of the data or any trends observed.



CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: JUNE 17, 2015

SUBJECT: Agenda Item #18 - Discussion for possible action regarding approval of Interlocal Contract #2015-9 with Douglas County to Help Cover Some of the Costs for an Intertie Between Sierra Country Estates and Foothill Water Systems.

DISCUSSION: Douglas County is making improvements to the Sierra County Estates Water System and is connecting it to the Foothill Water System. Interlocal Contract #2015-9 with Douglas County is a funding agreement to help with some of the costs of that intertie in the amount of \$24,500 which was approved in the FY 2015-16 budget (see attached draft Interlocal Contract).

STAFF RECOMMENDATION: Approve Interlocal Contract 2015-9 with Douglas County to Help Cover Some of the Costs for an Intertie Between the Sierra Country Estates and Foothill Water Systems.

INTERLOCAL CONTRACT

Addressing Funding From Carson Water Subconservancy District to Douglas County to Help Cover Some of the Costs for an Intertie Between the Sierra Country Estates and Foothill Water Systems

THIS CONTRACT dated this _____ day of _______, 2015, is entered into by and between DOUGLAS COUNTY, a political subdivision of the State of Nevada and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

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

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

WHEREAS, this Contract is entered into under the provisions of 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, DOUGLAS COUNTY has taken over management of the Sierra Country Estates water system and is working on a plan to bring the water system into compliance; and

WHEREAS, DOUGLAS COUNTY has requested \$24,500 from CWSD to help cover some of the costs for an intertie between the Sierra Country Estates and Foothill water systems; and

WHEREAS, CWSD has agreed to set aside \$24,500.00 to grant DOUGLAS COUNTY said amount in order to help pay for an intertie between the Sierra Country Estates and Foothill water systems.

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

- CWSD hereby grants to DOUGLAS COUNTY up to \$24,500.00 to help pay for an intertie between the Sierra Country Estates and Foothill water systems.
- CWSD commits to pay the approved amount of the requests to DOUGLAS
 COUNTY within four (4) weeks of the approval of the request.
- CWSD shall have no responsibility for costs incurred in DOUGLAS
 COUNTY'S intertie between the Sierra Country Estates and Foothill water systems that exceeds \$24,500.00.
- This Contract shall terminate upon completion of the project and payment by
 CWSD or on June 30, 2017, whichever event occurs first.
- 5. The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
- 6. a. Consistent with paragraph 5 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.
- 7. For invoicing and notice purposes, the address of each party is as follows:

DOUGLAS COUNTY
Attn.: Carl Ruschmeyer
Public Works Director
P. O. Box 218
1120 Airport Rd., Bldg. F-2
Minden, NV 89423
(775) 782-6227

CWSD Attn.: Edwin James General Manager 777 E. William St., #110 Carson City, NV 89701

(775) 887-7456

- 8. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.
- Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada. If any part of this Contract is declared to be unlawful, any remaining obligations shall be deemed terminated.
- 10. This Contract may only be amended by consent of both parties. Any amendments must be written and executed with the same formality as this Contract.

- 11. This Contract constitutes the entire understanding between the parties and there are no representations, conditions, warranties or collateral agreements (expressed or implied), statutory or otherwise, with respect to the subject of this Contract.
- 12. This Contract becomes effective when ratified by appropriate official action of the governing body of each party, and shall be deemed dated as of the later date of said official action.
- 13. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to engage in cooperative action set forth herein.
- 14. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times and places.

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

| DATED: | DATED: |
|---------------------------|--------------------------------------|
| DOUGLAS COUNTY | CARSON WATER SUBCONSERVANCY DISTRICT |
| Doug N. Johnson, Chairman | Gregory Lynn, Chairman |

| ATTEST: | ATTEST: |
|------------------------------|---|
| | |
| Kathy Lewis, Clerk/Treasurer | Toni M. Leffler, Secretary to the Board |



CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: JUNE 17, 2015

SUBJECT: Agenda Item #19 - Discussion for possible action regarding approval of Agreement #2015-10 with Sierra Nevada Journeys to Help Fund Three "Family Watershed Nights."

DISCUSSION: Agreement #2015-10 with Sierra Nevada Journeys is to help fund three "Family Watershed Nights" in Carson River Watershed communities. The total agreement amount is \$3,380 which was approved in the FY 2015-16 budget (see attached draft Agreement).

STAFF RECOMMENDATION: Approve Agreement #2015-10 with Sierra Nevada Journeys to Help Fund Three "Family Watershed Nights."

AGREEMENT #2015-10

AGREEMENT

Addressing Funding From Carson Water Subconservancy District to Sierra Nevada Journeys to Conduct "Family Watershed Nights" for Carson River Watershed Communities

| THIS AGREEMENT dated this day of, 2015, is entered into by |
|--|
| and between Sierra Nevada Journeys, a non-profit association (hereinafter "SNJ") and the |
| CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of |
| Nevada (hereinafter "CWSD"). |

WITNESSETH:

WHEREAS, SNJ is a 501(C)(3) non-profit organization; and

WHEREAS, SNJ has organized a program of three community-building and educational events called "Family Watershed Nights" for Carson River Watershed communities, which is described in Exhibit "A" attached hereto and incorporated herein by reference; and

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

WHEREAS, this Agreement 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 SNJ each possess common objectives and responsibilities with regard to the Carson River; and

WHEREAS, SNJ has requested funding to conduct three "Family Watershed Nights" for Carson River Watershed communities during fiscal year 2015-16; and

WHEREAS, CWSD has agreed to help cover the costs of this program in an amount not to exceed \$3,380.00.

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

- CWSD shall reimburse SNJ for the costs to conduct three "Family
 Watershed Nights" for Carson River Watershed communities as described in
 Exhibit "A."
- 2. The maximum amount of funds available under this agreement will not exceed \$3,380.00.
- 3. This Agreement shall terminate June 30, 2016, at which time SNJ shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Agreement. If all funds are expended earlier, this Agreement may be terminated sooner by written notice from the grantor, CWSD.
- 4. 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.
- a. Consistent with paragraph 4 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.
- 6. For invoicing and notice purposes, the address of each party is as follows:

Sierra Nevada Journeys Attn.: Fayth Ross Associate Director of Development 190 E. Liberty St. Reno, NV 89501 (775) 355-1688

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

- 7. This Agreement shall be by and between the parties hereto and shall not be assignable or transferable.
- 8. Any dispute regarding this Agreement shall be decided according to the laws of the State of Nevada. If any part of this Agreement is declared to be unlawful, any remaining obligations shall be deemed terminated.
- This Agreement may only be amended by consent of both parties. Any amendments must be written and executed with the same formality as this Agreement.
- 10. This Agreement, including Exhibit "A", constitutes the entire understanding between the parties and there are no representations, conditions, warranties

- or collateral agreements (expressed or implied), statutory or otherwise, with respect to the subject of this Agreement.
- 11. This Agreement becomes effective when ratified by appropriate official action of the governing body of each party, and shall be deemed dated as of the later date of said official action.
- 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
 cooperative action set forth herein.
- 13. This Agreement shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times and places.

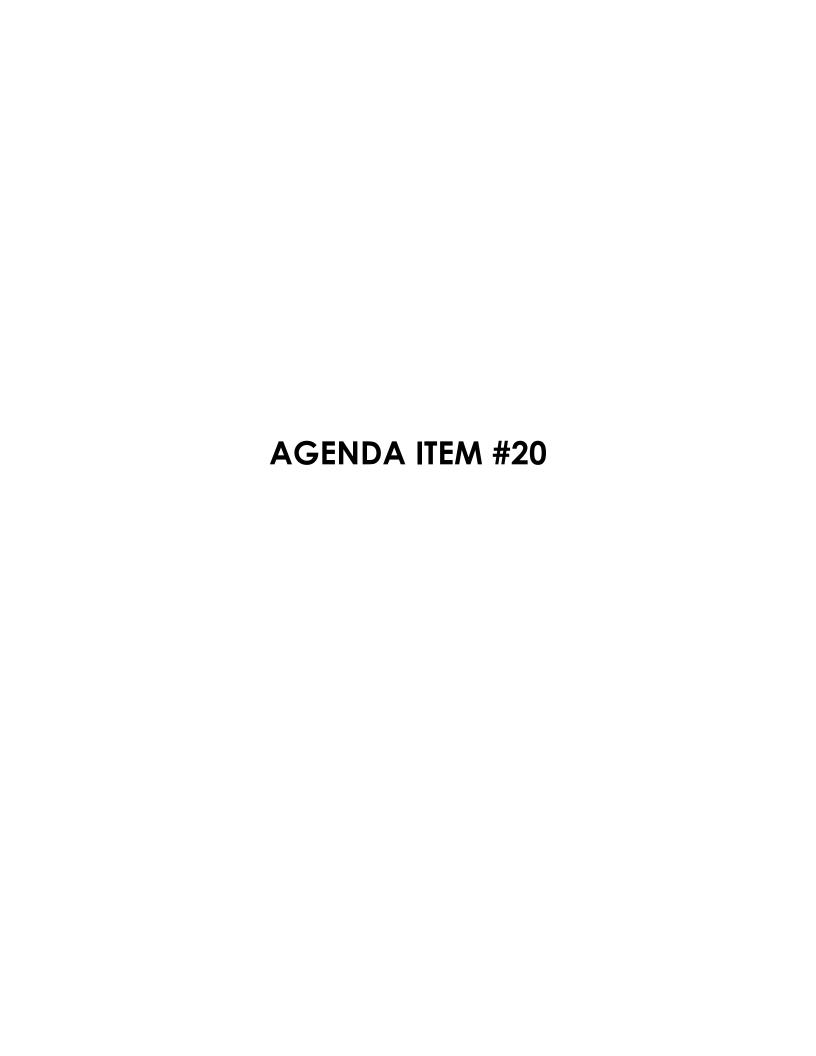
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

| DATED: | DATED: |
|--------------------------|---|
| SIERRA NEVADA JOURNEYS | CARSON WATER SUBCONSERVANCY DISTRICT |
| EATON DUNKELBERGER, CEO | GREGORY LYNN, Chairman |
| ATTEST: | ATTEST: |
| MARILYNN CEBE, Secretary | TONI M. LEFFLER, Secretary to the Board |

EXHIBIT "A"

Sierra Nevada Journeys "Family Watershed Nights" for Carson River Watershed Communities

The program will serve over 300 children and their parents in communities within the Carson River Watershed with three community-building and educational events called "Family Watershed Nights." Family Watershed Nights invite K-6 students, their parents, and siblings to attend a fun, family-friendly evening which provides watershed education at the family level and reinforces STEM concepts learned in the classroom. Through handson activities, participants will gain a sense of ownership and stewardship for the health of their community watershed.



TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: JUNE 17, 2015

SUBJECT: Agenda Item #20 - Discussion for possible action regarding approval of Interlocal Contract #2015-11 with Lyon County to Assist with a Middle Carson River Corridor High Resolution Imagery Project

DISCUSSION: Interlocal Contract #2015-11 with Lyon County to Assist with a Middle Carson River Corridor High Resolution Imagery Project. The total agreement amount is \$27,644 which was approved in the FY 2015-16 budget (see attached draft Contract).

STAFF RECOMMENDATION: Approve Interlocal Contract #2015-11 with Lyon County to Assist with a Middle Carson River Corridor High Resolution Imagery Project.

INTERLOCAL CONTRACT

Addressing Funding From Subconservancy District to Lyon County for a Middle Carson River Corridor High Resolution Imagery Project

THIS CONTRACT dated this _____ day of ______, 2015, is entered into by and between LYON COUNTY, a political subdivision of the State of Nevada and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

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

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

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

WHEREAS, LYON COUNTY proposes to conduct a high resolution imagery project along the middle Carson River corridor from Mound House to Lahontan Lake, more particularly described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, CWSD has agreed to provide \$27,644.00 in FY 2015-16 toward the completion of the project described in Exhibit "A."

Contract #2015-11 Page 1 of 6

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

- CWSD hereby agrees to reimburse LYON COUNTY up to \$27,644.00 for the costs associated with LYON COUNTY'S proposal to conduct a middle Carson River corridor high resolution imagery project, which is described in Exhibit "A ".
- LYON COUNTY agrees to periodically submit reimbursement requests
 during the duration of this contract. The request for funding shall be
 accompanied by a description of what the funds were used for and shall
 reference this Contract.
- CWSD further agrees to pay the approved amount of the request to LYON
 COUNTY within four (4) weeks of said request.
- 4. CWSD shall have no responsibility for costs exceeding \$27,644.00.
- LYON COUNTY further agrees to be responsible for all costs exceeding \$27,644.00.
- This Contract shall terminate June 30, 2016, at which time LYON
 COUNTY shall have one (1) month thereafter to submit its invoice to
 CWSD for payment related to work performed under this Contract.
- 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.

Contract #2015-11 Page 2 of 6

- 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 provision is conditioned upon receipt of written notice by the indemnifying party within thirty (30) days of the indemnified party's accrual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable 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:

LYON COUNTY
Mike Workman
Public Works Director
PO Box 1699
Dayton, NV 89403
(775) 246-6220 x-3
CWSD
Edwin James
General Manager
777 E. William St., #110
Carson City, NV 89701
(775) 887-7456

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

Contract #2015-11 Page 3 of 6

- 11. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada, with venue for any dispute being Carson City District Court. If any part of this Contract is declared to be unlawful, any remaining obligations shall be deemed terminated.
- 12. This Contract may only be amended by consent of both parties. Any amendments must be written and executed with the same formality as this Contract.
- 13. This Contract constitutes the entire understanding between the parties and there are no representations, conditions, warranties or collateral agreements (expressed or implied), statutory or otherwise, with respect to the subject of this Contract.
- 14. The parties hereto represent and warrant that the person executing this

 Contract on behalf of each party has full power and authority to enter into

 this Contract and that the parties are authorized by law to engage in

 cooperative action set forth herein.
- 15. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times and places.

| DATED: | DATED: |
|---------------------------|---|
| LYON COUNTY | CARSON WATER SUBCONSERVANCY DISTRICT |
| Jeff Page, County Manager | Gregory Lynn, Chairman |

Contract #2015-11 Page 4 of 6

| ATTEST: | ATTEST: |
|------------------------------|---|
| | |
| Nikki Bryan, Clerk/Treasurer | Toni M. Leffler, Secretary to the Board |

Contract #2015-11 Page 5 of 6

Exhibit "A"

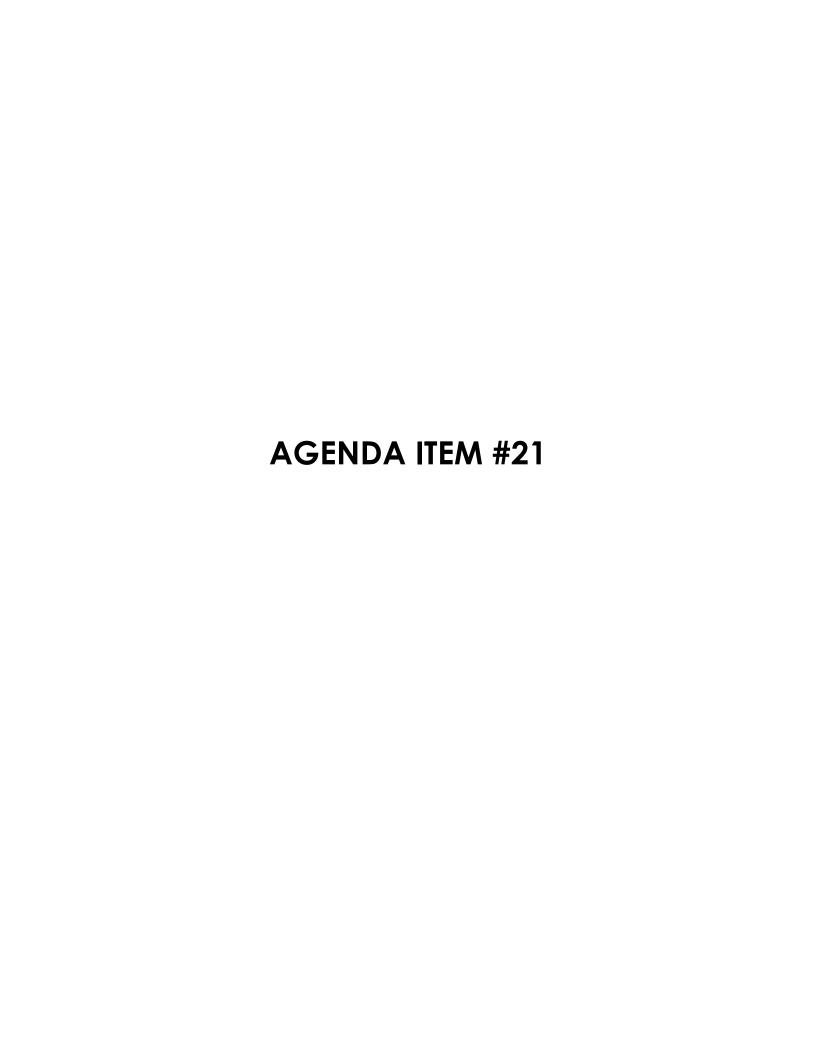
Lyon County Middle Carson River Corridor High Resolution Imagery Project

This project includes High Resolution Overhead Imagery from the Lyon County line in Mound House along Hwy. 50 over to the western edge of Lake Lahontan in Silver Springs. The Pictrometry will have an extremely high resolution of 3" - 4" and will include 125 square miles including the Carson River from Mound House to Stagecoach and will be integrated into Lyon County's GIS.

The imagery will be used by Lyon County Utilities/Public Works for water, sewer, storm drainage planning, design, and NDEP permitting, by Lyon County Community Development for subdivision storm water planning and review, and all other county departments for their specialized needs. The high resolution imagery will make it possible for Lyon County to identify water valves, manholes, water meters, and drainage structures.

The imagery will be used as a component of the Water and Sewer Facilities Master Plan updates that are currently under way.

Contract #2015-11 Page 6 of 6



TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: JUNE 17, 2015

SUBJECT: Agenda Item #21 - Discussion for possible action regarding an update on the June 9-10 "Get on the Bus" Watershed Tour.

DISCUSSION: Staff conducted the CWSD annual "Get on the Bus" Watershed Tour on June 9-10, 2015. Attached is a copy of the program. The first day included a tour of the upper watershed, with the lower watershed covered on the second day. Over 30 speakers presented information on a wide range of topics. The tour participants were also a diverse mix of federal, state, and county agency representatives, as well as folks from educational facilities, private companies, and members of the general public.

CWSD also received generous donations from Michael Baker International, Vidler Water Company, Resource Concepts, Inc, and Smith's to help cover the costs of lunches and snacks for the tour.

STAFF RECOMMENDATION: Receive and file.

Special Thanks to Each Speaker! Without your participation, the 2014 Get on the Bus Tour would not have been possible!

Special Thanks to our Lunch and Snack Sponsors:









Carson River Watershed "Get on the Bus" Tour Supported by:









American Planning Association NV This is an

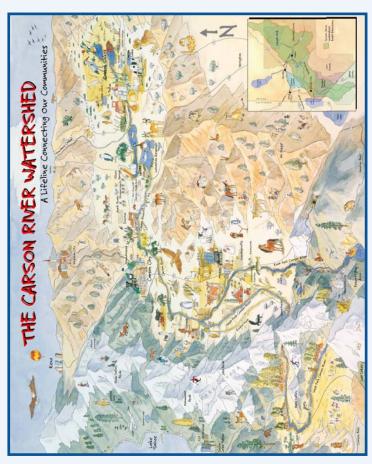
Find out about other watershed events at www.cwsd.org

Sponsored event

Like the Carson River Watershed on Facebook!

Carson Water Subconservancy "Get on the Bus" Tour District Presents the June 9-10, 2015



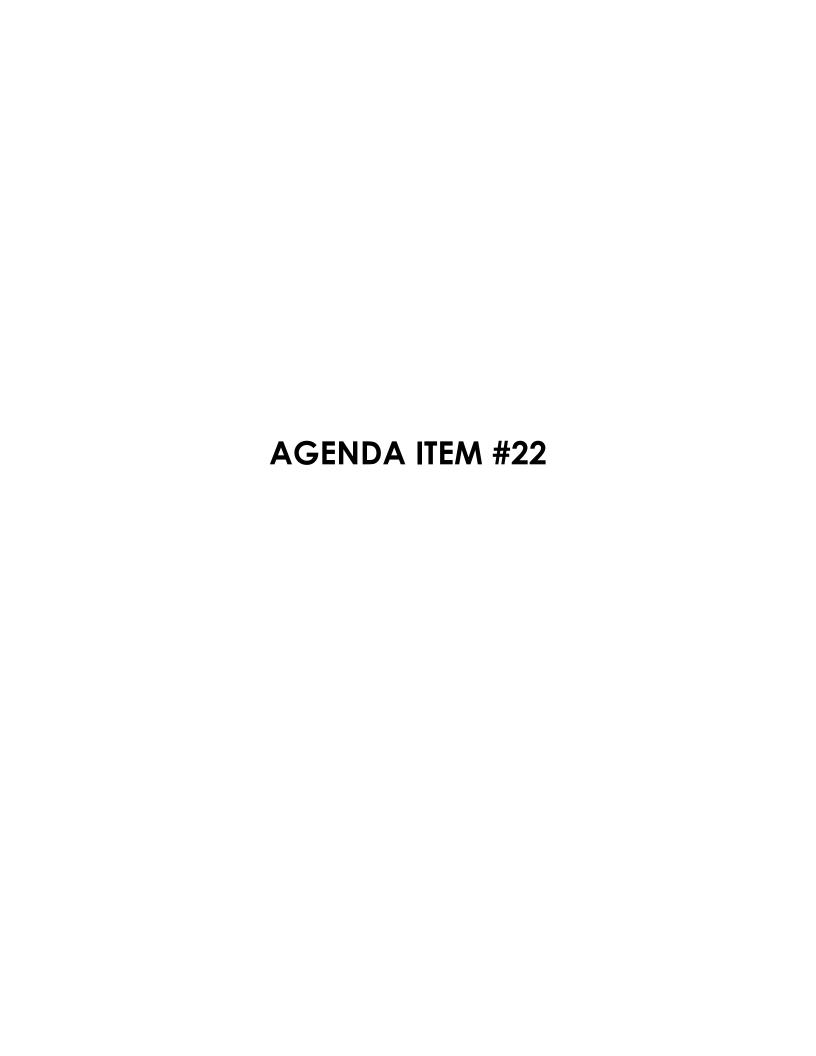


The Carson River Watershed:

A Lifeline Connecting Our Communities

Upper Watershed Tour Itinerary

| Tuesday, June 9, 2015 | | Wednesday, June 10, 2015 |
|--|--|---|
| Bus departs Carson City Smith's: Welcome & overview of day: Ed James and Brenda Hunt, CWSD | 8:30am | * Bus departs Carson City Smith's: Welcome & overview |
| Carson River Watershed Overview Video, non-point | | ol day. Eduallies alla blellaa hullt, Cwab |
| source pollution: Brenda Hunt, CWSD | | * Ambrose Carson River Natural Area: Ann Bollinger, |
| Carson Valley Groundwater and Upper Watershed Geology: Dave Berger, US Geological Survey | 8:30-10:15am | Carson City Open Space |
| Hope Valley Projects: Shane Fryer & Nicole | Ambrose | |
| Lutkemuller, Alpine Watershed Group; Greg Hayes & Judy Wickwire, Friends of Hope Valley | Natural Area | * Lyon County Wastewater Treatment Plant: Sean Sinclair. Lyon County |
| C-Line Wastewater Project: Jim Hilton, South Tahoe Public Utility District | | * Et Churchill State Historic Park: Anthony Beauregard |
| Leviathan Mine Video | 10.15_11.45am | |
| Lunch | Site Visit: | * Dayton Valley Conservation District projects: |
| Dangberg Home Ranch Historic Park: | Ft. Churchill | |
| Mark Jensen, Curator | State Historic | * Aquatic Invasive Species: Anthony Beauregard, |
| Alpine Decree, Water Rights: Ed James, CWSD | Park | |
| Watershed Outreach and Education, CWSD | | Nevada Department of Agriculture |
| River Fork Ranch Overview: Duane Petite, | L | |
| | 11:45-1:30pm | * Churchill County Projects: Michael Johnson, |
| Nike Hayes, Carson Valley Conservation District | Still water | churchiil County * Lunch |
| Ranch Management Partnerships: | National | * Stillwater National Wildlife Refuge: Susan Sawyer, US |
| JB Lukemberry, Ranch One | Wildlite Retuge | Fish and Wildlife Service & Bill Henry, Retired Biologist |
| Douglas County Lands Bill, Jacques and Dominique | | |
| Etchegoyhan, Legacy Land and Water Trihal Projects: Norman Harry | 1:30-3:35 | * Iribal Projects: caleb Kondor and Wille Steve, Fallon Paiute-Shoshone Tribe |
| Washoe Tribe of Nevada and California | Site Visit: | * Newlands Project and Lahontan Dam Tour: |
| Floodplain Protection: Steve Lewis, University of Nevada Cooperative Extension | | Ernie Schank, Truckee Carson Irrigation District |
| Carson Valley Trails Association: Juan Guzman | | * Marlette Water System Video |
| Clear Creek and Baily Pond: Robb Fellows & Shyla Lemons, Carson City Public Works | 3:35-4:30pm | * Q & A, closing remarks* Evaluation, Survey and Certificates |
| Return to Carson City and next day overview | | * Return to Carson City |
| | Carson Valley Groundwater and Upper Watershed Geology: Dave Berger, US Geological Survey Hope Valley Projects: Shane Fryer & Nicole Lutkemuller, Alpine Watershed Group; Greg Hayes & Judy Wickwire, Friends of Hope Valley C-Line Wastewater Project: Jim Hilton, South Tahoe Public Utility District Leviathan Mine Video Lunch Dangberg Home Ranch Historic Park: Mark Jensen, Curator Alpine Decree, Water Rights: Ed James, CWSD Watershed Outreach and Education, CWSD River Fork Ranch Overview: Duane Petite, The Nature Conservancy River and Noxious Weed Management Projects: Mike Hayes, Carson Valley Conservation District Ranch Management Partnerships: JB Lukemberry, Ranch One Douglas County Lands Bill, Jacques and Dominique Etchegoyhan, Legacy Land and Water Tribal Projects: Norman Harry, Washoe Tribe of Nevada and California Floodplain Protection: Steve Lewis, University of Nevada Cooperative Extension Carson Valley Trails Association: Juan Guzman Clear Creek and Baily Pond: Robb Fellows & Shyla Lemons, Carson City Public Works | avalley Groundwater and Upper Watershed gy: Dave Berger, US Geological Survey Valley Projects: Shane Fryer & Nicole muller, Alpine Watershed Group; Greg Hayes & Vickwire, Friends of Hope Valley Wastewater Project: Jim Hilton, Tahoe Public Utility District han Mine Video Decree, Water Rights: Ed James, CWSD Shed Outreach and Education, CWSD Fork Ranch Overview: Duane Petite, ature Conservancy and Noxious Weed Management Projects: Hayes, Carson Valley Conservation District Management Partnerships: emberry, Ranch One as County Lands Bill, Jacques and Dominique goyhan, Legacy Land and Water Projects: Norman Harry, De Tribe of Nevada and California olain Protection: Steve Lewis, University of Ia Cooperative Extension Valley Trails Association: Juan Guzman Creek and Baily Pond: Robb Fellows & Shyla is, Carson City and next day overview |



TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: JUNE 17, 2015

SUBJECT: Agenda Item #22 - Discussion for possible action regarding the legality of collecting precipitation in Low Impact Development (LID) projects.

DISCUSSION: At the April Board Meeting Director Roberts asked whose water is being captured when a Low Impact Development (LID) project is constructed. Staff explained that it is legal to capture the water as long as the project is designed to infiltrate the water verses capturing and reusing the water.

On May 31, 2015, there was a newspaper article that mentioned that capturing rain water in a rain barrel was technically illegal (see attached news article). This article brought up some questions about CWSD's LID report since one of the suggestions is to use a rain barrel to capture rain water. Since staff will be going to each county in the next couple of months to discuss and promote LID, staff wants to make sure that all the board members understand the difference between capturing and reusing the water and the LID program.

In general, if someone wants to capture runoff and reuse the water, they must get a permit from the State Engineer. Installing a LID project does not require a permit because the project is just capturing the local precipitation and infiltrating back into the ground. This is the same concept as stormwater retention and detention basins. Although technically the capture of precipitation in a rain barrel with the goal of using the water on site would require a permit, the amount captured and reused is so small that it is not practical for the State Engineer to require a permit. However, capturing water from a large area and reusing it could require a permit. How large a facility needs to be before it requires a permit is at the discretion of the State Engineer.

STAFF RECOMMENDATION: Receive and file.

ASK THE RGJ: DROUGHT EDIT

Can Nevadans collect rain in barrels?

Can you use a rain barrel to collect water in Reno-Sparks?

Short answer

No.

Full answer

During spates of rain as we've had recently, the topic of rain barrels comes up.

These are what they sound like: a barrel that you collect rain or other precipitation so that you can use or redirect the water later.

How they work generally is that the downspout coming from the roof gutter is cut or has a diversion spout so rain empties into a barrel. Barrels then have a faucet inserted into the base. A hose can be attached to redirect the water when and where needed.

This is not legal in Nevada.

JoAnn Kittrell, public information manager for the Nevada Department of Conservation & Natural Resources, responded to my question about the legality of rain barrels by email:

"This is a question that comes up periodically. NRS 533.030 provides that 'subject to existing rights, and except as otherwise provided in this section, all water may be appropriated for beneficial use as provided in this chapter and not otherwise.' It is interpreted to mean that you can't collect and use water, even if it is just a rain barrel, without the benefit of a water right."

This is a misdemeanor.

Following up, I asked if this applied to just people who are customers of a utility such as Truckee Meadows Water Authority or if someone in an unincorporated area of the county on their own individual well could use a rain barrel legally.

"Any collection/containment of rainwater by anyone, anywhere in the state is a violation of Nevada water law," Kittrell said.

As to examples where someone in Nevada has been fined for an illegal rain barrel, she said, "The Division of Water Resources has not (policed), and does not plan to police, rain barrels."

After this story posted on RGJ.com, a member of the Gardening in Northern Nevada Facebook group linked



GETTY IMAGES/ISTOCKPHOTO

This is what collecting water in a rain barrel looks like, but you're not supposed to do it in Nevada.

to a Nevada Attorney General's opinion saying the opposite.

I asked Kittrell about this document. She responded: "I spoke with the author of the opinion who explained to me that while the focus of his opinion was regarding guzzlers (water catchers to support wildlife), he went on to opine that he didn't interpret the law as prohibiting the capture of precipitation. However, he added that Nevada water law does not authorize collection of precipitation either. He also noted that it is the State Engineer's interpretation on water law that takes preceden-

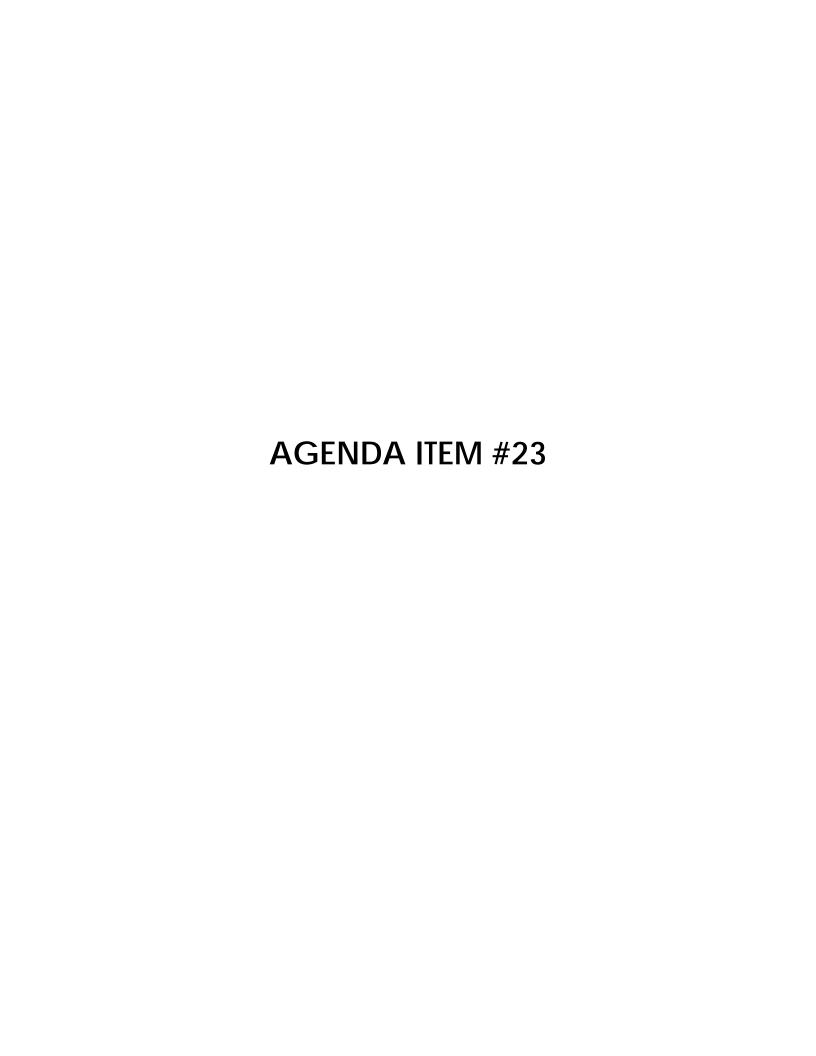
That means rain barrels are prohibited — but, again, this law is not enforced.

The gardening group member later commented that she contacted the University of Nevada, Reno and got confirmation that it believed rain barrels were legal.

So I contacted Mike Walker, interim director of the University of Nevada Cooperative Extension. His specialty is water supply protection.

He said state law trumps county and local rules.

"If the state engineer is saying that impounding water is illegal even when it's a tiny volume then technically it's illegal," Walker said. "The cooperative extension has to conform to the laws in effect."



TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: JUNE 17, 2015

SUBJECT: Agenda Item #23 - Discussion for possible action regarding a review of the watershed survey questions.

DISCUSSION: For the past several weeks the Carson River Coalition Education Working Group and CWSD staff have been working with Responsive Management to develop questions for the Carson River Watershed Survey. The purpose of the survey is the gather information on people's general knowledge of the Carson River Watershed. The goal is to develop a survey that is repeatable so, as we develop outreach programs, we can see how watershed residents' knowledge and behavior changes over time. This project is being funded by a grant from NDEP 319 funding.

Attached for your information is the draft survey.

STAFF RECOMMENDATION: Receive and file.

Carson River Watershed Survey

| Introduction Hello, my name is, and I'm calling on behalf of the Carson Water Subconservancy District to conduct a brief survey. We are not selling anything or asking for donations, and your answers are very important to us for this study. Do you have 10 to 15 minutes to answer some questions? |
|--|
| Are you at least 18 years old? Yes No (END SURVEY: I'm sorry, but right now we are only interviewing those who are at least 18 years old. Thank you for your time and willingness to help.) |
| Thank you. Before we start, I have just a few basic questions about where you live so that I can confirm that you live within the geographic area designated for this study. (IF ASKED: Your answers will be kept completely confidential and will not be associated with your name or identity in any way. We simply need to confirm that you are a resident of the area this study is asking about.) |
| 2. First, in which COUNTY do you currently live? Alpine Carson City Churchill Douglas Lyon Storey None of these (END SURVEY: I'm sorry, but our study does not include that county at this time. Thank you for your time and willingness to help.) Don't know (END SURVEY: I'm sorry, but right now we are only interviewing those who live in specific counties designated for this study. Thank you for your time and willingness to help.) |
| 3. What is the zip code for your current residence? (IF ASKED: Your physical residence, not a P.O. box address.) |
| 4. What town do you currently live in? Carson City Dayton Fallon |

Gardnerville

Genoa Jacks Valley Mark Twain

Minden

Gardnerville Ranchos

Markleeville (California)

Moundhouse

Silver Springs

Stagecoach

Virginia City

Woodfords

None of these (END SURVEY: I'm sorry, but our study does not include that town at this time. Thank you for your time and willingness to help.)

Don't know (END SURVEY: I'm sorry, but right now we are only interviewing those who live in specific towns designated for this study. Thank you for your time and willingness to help.)

5. Thinking about this general area, in your opinion, what is the most important environmental issue facing the area? (OPEN ENDED QUESTION)

Knowledge of Watersheds

6. When water is flowing or draining from your property, such as storm or rain water, where does it ultimately drain or go to? (OPEN ENDED QUESTION)

Absorbed into ground/soil

Collected and sent to a wastewater treatment plant

Diverted to a neighborhood stormwater structure or system

Flows into the street

Flows into local stream/river/pond/lake

(general; did NOT specifically mention any water body)

Flows into local stream/river/pond/lake

(mentioned other water body by name but did NOT specifically mention Carson River)

Flows into Carson River

Other

Don't know

7. What is the source of your tap water?

IF NECESSARY: If you receive your tap water from a water supplier, provider, or utility, where does that provider get the water that is delivered to your tap?

IF NECESSARY: If you have well water, what is the source of water for your well?

8. How much would you say you know about watersheds?

A great deal

A moderate amount

A little

Nothing at all

Don't know

Next, I have some questions about watersheds. When I say WATERSHED, I mean an area in which water and runoff drain to a particular body of water.

9. Do you currently live in a watershed?

Yes

No

Don't know

Awareness, Value, and Use of Carson River and Carson River Watershed

For the purposes of this study, we do consider your residence to be in a watershed area, specifically in the Carson River Watershed. Water and runoff in your area drain into the Carson River.

10. What do you value most about living in the Carson River Watershed? (OPEN-ENDED QUESTION)

Opinions on the Health of Carson River Watershed

Next, I would like to ask you about your opinions on the health of the Carson River Watershed. First, I would like to define the watershed area that I am asking about for you. The Carson River Watershed is located east of the Sierra Nevada range and includes portions of Alpine County in California and Douglas, Carson City, Storey, Lyon, and Churchill Counties in Nevada. The Carson River is 184 miles long and its watershed encompasses nearly 4,000 square miles, including forested headwaters, valley floodplains, and the wetlands at the river's end near Fallon, Nevada.

11. Overall, would you say the Carson River Watershed's environment is currently very healthy, somewhat healthy, neither healthy nor unhealthy, somewhat unhealthy, or very unhealthy? Very healthy
Somewhat healthy
Neither healthy nor unhealthy
Somewhat unhealthy
Very unhealthy
Don't know

12. Can you please describe the characteristics of what you consider to be a healthy watershed area?

(OPEN-ENDED QUESTION)

13. How important to you, personally, is the health of the Carson River watershed's environment on a scale of 0 to 10, where 0 is not at all important and 10 is extremely important?

(IF RATED IMPORTANCE OF HEALTH 7 OR HIGHER, ASK THE NEXT QUESTION)

14. What are the main reasons the health of the Carson River watershed's environment is important to you?

(OPEN-ENDED QUESTION)

15. How much would you say YOU affect the health of the Carson River Watershed's environment?

A great deal

A moderate amount

A little

Not at all

Don't know

Knowledge of and Opinions on Factors Affecting the Health of Carson River Watershed

16. In your opinion, what are the most important issues that negatively affect the health of the Carson River and its watershed?

(OPEN-ENDED QUESTION)

(DO NOT READ LIST; CHECK ALL THAT APPLY)

Pollution (non-specific)

Non-point source pollution / polluted run-off

Water supply demands / not enough water

Lack of water in the river

Drought

Flooding

Invasive / non-native species of plants or animals

Climate change or variability

Not enough restoration or protection

Urban development / urbanization

Unstable banks

Other

Don't know

Next, please tell me how important you think each of the following is to the health of the Carson River Watershed's environment on a scale of 0 to 10, where 0 is not at all important and 10 is extremely important.

How about [ITEM]?

(How important do you think this is to the health of the Carson River Watershed's environment?) (ITEMS ADMINISTERED IN RANDOM ORDER)

- 17. Reducing polluted run-off
- 18. Year-round in-stream flows, which means managing water flow to maintain water levels
- 19. Floodplain conservation, which is reducing development in floodplain areas
- 20. Recreation use and management
- 21. Addressing invasive species, which is managing or reducing non-native species of plants and animals
- 22. Protection of habitat along the river
 - (IF ASKED: To prevent harm or loss to habitat along the river.)
- 23. Restoration of habitat along the river
 - (IF ASKED: To restore, repair, or improve habitat along the river that had previously been harmed or lost.)
- 24. Human efforts to protect or conserve water
- 25. Protection of the river's headwaters

26. Watershed outreach and education (ENTER 0 TO 10 FOR EACH)

Currently, polluted run-off is an important issue affecting the health of the Carson River and the watershed's environment.

27. What do you think is the primary source of polluted run-off in the Carson River and the watershed's environment?

(OPEN-ENDED QUESTION)

(DO NOT READ LIST; CHECK ALL THAT APPLY)

Farming / agriculture

Fertilizer

Humans / people

Recreation

Industrial or commercial development / practices

Urban residential development / urbanization

Pet waste

Wastewater

Other

Don't know

28. In your opinion, how much do yard and land maintenance practices affect the health of the Carson River and the watershed's environment?

A great deal

A moderate amount

A little

Not at all

Don't know

Past Participation and Likelihood to Participate in Actions/Activities that Affect Watershed Conservation and Protection

29. In your opinion, what is the single most important action you can take to help protect or improve the health of the Carson River and the watershed's environment? (OPEN-ENDED QUESTION)

30. Are you currently taking this action?

Yes

No

Don't know

(IF NO, NOT CURRENTLY TAKING THIS ACTION)

30.1 Do you plan to take this action in the next 5 years?

Yes

No

Don't know

- 31. Next, I am going to read a list of actions, and I would like to know if you have done each one in the past 5 years and, for some, if you are very likely to do it in the next 5 years.
- Replace turf with landscaping that uses less water (or do you not have a yard?)
- Redirect gutter downspout to help water landscaping
- Modify outdoor irrigation to reduce water use
- Replace major appliances or water fixtures with ones that reduce water use
- Reduce fertilizer use
- Pick up your pet's waste (or do you not have a pet?)
- Dispose of oil down the storm drain
- Wash your car in your driveway (or do you not have a car?)
- Remove noxious or invasive weeds on your property
- Clean your watercraft or waders to avoid spreading aquatic invasive species (or do you not have a boat or watercraft?)
- Participate in a watershed related work day, field trip, workshop, public meeting or contacted an elected official or representative about watershed issues.
- 32. Is there anything that prevents you from personally taking action to improve the health of the Carson River and the watershed's environment?

IF YES: What? (What has prevented you from personally taking action?) (OPEN-ENDED QUESTION)

Sources of Information

33. Where do you get your information on local watershed or water quality issues?

(OPEN-ENDED QUESTION)

(DO NOT READ LIST; CHECK ALL THAT APPLY)

Friends / family / word-of-mouth

TV

Radio

Newspapers

Magazines

Books

Direct mail

Email

Websites

Social media (Facebook, Twitter, etc.)

Billboards

Home and garden center / store

Conservation / environmental organization

Government agency or office

School

Children

Other

Don't know

(IF GETS INFORMATION FROM CONSERVATION / ENVIRONMENTAL ORGANIZATION)

33.1 Which conservation or environmental organizations do you get your watershed or water quality information from?

(IF GETS INFORMATION FROM GOVERNMENT AGENCY OR OFFICE)

33.2. Which government agencies or offices do you get your watershed or water quality information from?

Local government

Nevada Dept of Conservation and Natural Resources

EPA (Environmental Protection Agency)

Carson Water Subconservancy District

Conservation District

Natural Resource Conservation District (NRCS)

Other

Don't know

Demographics and Background Information

Great, we are just about through. The final questions are for background information and help us analyze the results.

34. Earlier you confirmed living in zip code [ZIP CODE].

How many years have you lived in this zip code?

35. What is the highest level of education you have completed?

Not a high school graduate

High school graduate or equivalent

Some college or trade school, no degree

Associate's degree or trade school degree

Bachelor's degree

Master's degree

Professional or doctorate degree (e.g., M.D. or Ph.D.)

Don't know

Refused

36. What races or ethnic backgrounds do you consider yourself?

Please mention all that apply.

White or Caucasian

Black or African-American

Hispanic or Latino (includes Mexican, Central American, etc.)

Native American or Alaskan native or Aleutian

Native Hawaiian

Middle Eastern

East Asian (from Japan, China, Korea, Philippines, etc.)

South Asian (from India, Pakistan, Bangladesh, etc.)

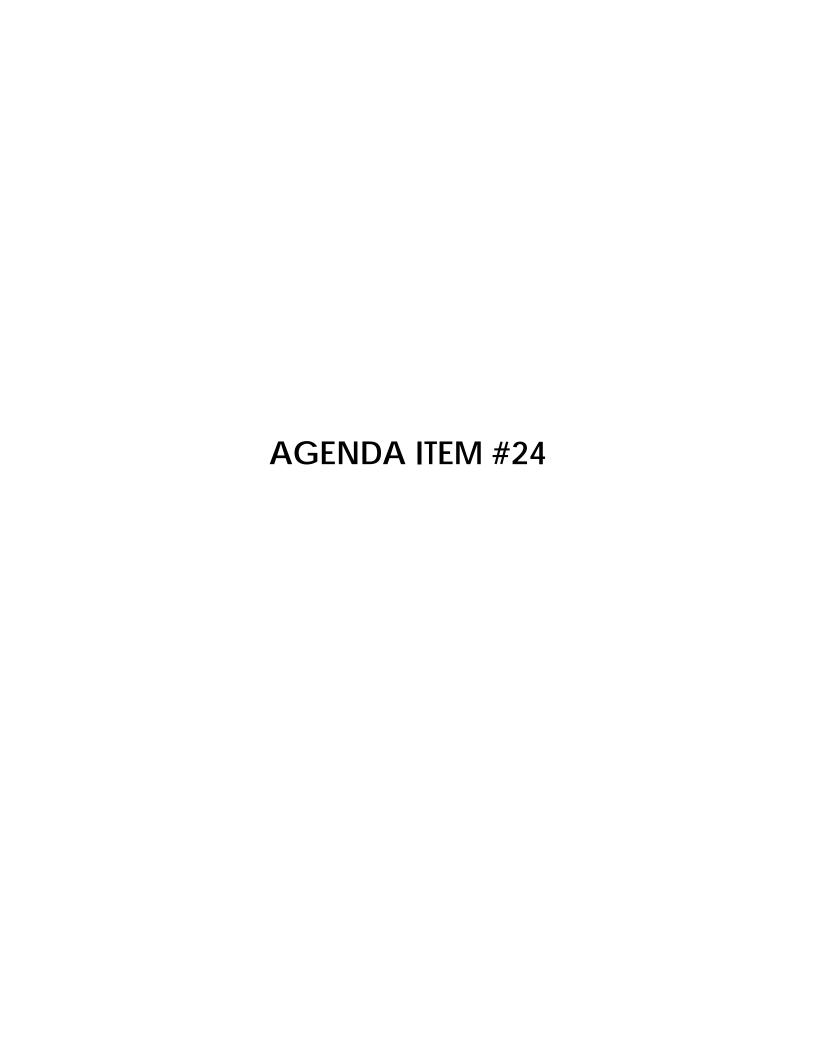
African (NOT African-American)

Other Don't know Refused

37. May I ask your age?

That's the end of the survey. Thank you for your time and cooperation.

Gender (OBSERVED, NOT ASKED) Male Female



TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: JUNE 17, 2015

SUBJECT: Agenda Item #24 – Discussion for possible action regarding a summary of legislative bills being followed by CWSD staff.

DISCUSSION: Below is a brief description of various Bills that staff is monitoring:

AB 169 (formerly BDR 804) — This bill relates to allowing graywater systems; requiring the State Board of Health to adopt regulations concerning systems for the collection and application of graywater for a single-family residence; requiring a permit for such graywater systems; providing that state and local governmental agencies must not prohibit graywater systems that meet certain requirements; and allowing restrictions on graywater systems within common-interest communities. This bill does not impact CWSD but was sent to all the water and waste water purveyors in the watershed for their information. On May 31, the bill was sent to a conference committee. On June 2, no action was taken.

AB 198 (formerly BDR 805) - This bill would require the Legislative Committee on Public Lands to conduct a study concerning water conservation and alternative sources of water for Nevada communities. This bill was heard and passed by both houses. On June 4, the Governor signed the bill.

AB 353 (formerly BDR 920) – This bill deals with changes to the competitive bidding process used by state and local governmental entities for procuring goods and services. The concern with the bill is it eliminates professional services from being exempt from having to be awarded by competitive bidding. Based on staff's reading of the bill, any professional service over \$50,000 would have to go out for competitive bids. This would include engineering firms, lawyers, insurance, etc. This bill died.

AB 430 (formerly BDR 1130) – This bill requests the legislators to put \$250,000 into the Clearing and Snagging fund. The conservation districts could use these funds to do their river projects. CWSD provides matching funds. This bill died.

AB 455 (formerly BDR 481) – This bill would direct the Legislative Commission to appoint a committee to conduct an interim study to focus specifically on the present and future supplies of water and allocation levels in this State. This bill died.

SB 70 (formerly BDR 155) - This bill makes some general changes to the Open Meeting law. Some of the changes are:

- Clarifies a "Quorum" for a public meeting. This does not impact CWSD since our quorum is defined in NRS.
- Defines "Working Days" for posting.

6/17/15 CWSD Board Meeting Agenda Item #24 - Legislative Update

- Prohibits a member of a public body from designating someone else to attend the meeting on their behalf.
- Requires a public body to approve the minutes of a meeting at the next board meeting, unless there is a good cause for delay.
- Modifies Attorney General rules regarding Open Meeting violations.

The bill was heard and passed by both houses. The Governor signed the bill on May 27.

SB 423 (formerly BDR 483) – This bill is requesting funding to help pay for cloud seeding. This bill died.

SB 476 (formerly BDR 826) – This bill requires a board of county commissioners to impose an annual fee, not to exceed \$25, on each parcel in a conservation district, if the imposition of the fee is approved at an election. This fee would be used by the conservation districts for weed control. This bill was heard and passed by both houses. The Governor signed the bill on June 4.

SB 485 (formerly BDR 708) – This bill requires any claimant of a pre-statutory water right to submit proof of the claim to the State Engineer on or before December 31, 2025. This bill has to do with vested water rights. This bill was heard and passed by the Senate Governmental Affairs Committee but did not get heard on the Assembly side.

STAFF RECOMMENDATION: Receive and file.



TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: JUNE 17, 2015

SUBJECT: Agenda Item #15 - Staff reports

DISCUSSION: The following is a list of meetings/activities attended by Ed James and staff since the last Board meeting on May 20, 2015:

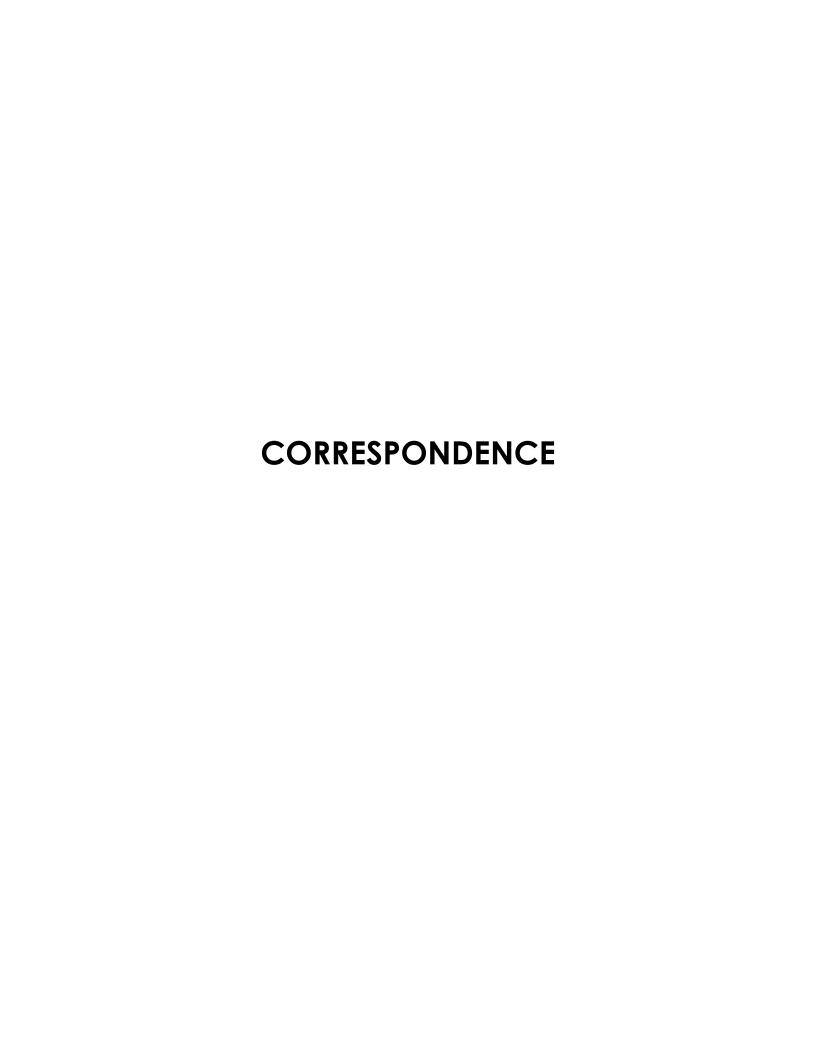
- 5/21/15 Ed and Toni participated in the Special Board meeting and public hearing of the tentative FY 2015-16 budget.
- 5/21/15 Ed participated in the Carson Truckee Water Conservancy District (CTWCD) Special Board meeting and public hearing of the tentative FY 2015-16 budget in Reno.
- 5/21/15 Ed participated in a Nevada Water Resource Association (NWRA) Board meeting.
- 5/27/15 Courtney and Toni participated in the Flood Awareness Week Core Team planning meeting.
- 5/27/15 Staff had a meeting regarding preparation for the bus tour.
- 5/28/15 Brenda met with Jean Stone regarding revision of Chapter 6 of the Regional Stewardship Plan.
- 6/1/15 Ed and Director Johnson went to Lost Lakes to survey for water elevation and took annual pictures of the area.
- 6/2/15 Ed participated in a NWRA meeting in Carson City.
- 6/2/16 Ed met with representatives from Resource Concepts Inc. (RCI), Nevada Division of Water Resources, Douglas County, Carson City, and Lyon County regarding Municipal Separate Stormwater Sewer Systems (MS4).
- 6/3/15 Ed met with Directors Erquiaga and Schank regarding an update for Board members and the General Manager's review.
- 6/3/15 Ed met with Director Abowd regarding an update for Board members and the General Manager's review.
- 6/4/15 Ed met with Directors Frensdorff and Stodieck regarding an update for Board members and the General Manager's review.
- 6/4/16 Ed, Brenda, Courtney, and Toni participated in the CRC Education Working Group meeting.
- 6/4/15 Ed met with Director Rawson regarding an update for Board members and the General Manager's review.
- 6/4/15 Courtney and Debbie helped Linda Conlin with high school student training at Dayton State Park.

- 6/8/15 Ed met with Director Osborne regarding an update for Board members and the General Manager's review.
- 6/8/15 Ed met with Director Fierro regarding an update for Board members and the General Manager's review.
- 6/9-10/15 Staff participated in the annual CWSD "Get on the Bus" Carson River Watershed Tour.
- 6/11/15 Ed, Brenda, and Courtney met with Lynda Deschambalt and various representatives from the EPA and the State of California to record a new Leviathan Superfund video.
- 6/11/15 Toni listened to an IRS webinar regarding the Taxability of Fringe Benefits (Part 2).
- 6/12/15 Ed met with Director Roberts regarding an update for Board members and the General Manager's review.
- 6/12/15 Ed met with Director Penzel regarding an update for Board members and the General Manager's review.
- 6/15/15 Ed met with Director Bonkowski regarding an update for Board members and the General Manager's review.
- 6/15/15 Ed had a meeting with the State Engineer Jason King regarding water issues.
- 6/17/15 Ed, Brenda, and Courtney helped Mary Kay Wagner of NDEP with a Waters of the Great Basin teacher training in Reno.

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

- 6/18/15 Ed participated in a NWRA breakfast meeting in Reno.
- 6/19/15 Ed participated a meeting with the Bureau of Land Management and a homeowner group regarding the flooding in the Pinenuts.
- 6/22/15 Ed will meet with representatives from Resource Concepts Inc. (RCI), Nevada Division of Water Resources, Douglas County, Carson City, and Lyon County regarding Municipal Separate Stormwater Sewer Systems (MS4).
- 6/24/15 Toni will listen to an IRS webinar regarding Employer Shared Responsibility and Information Reporting for the Affordable Care Act.
- 6/25/15 Toni will listen to an IRS webinar regarding Backup Withholding and Form 1099 Miscellaneous.
- 6/29/15 Ed, Brenda, and Toni will have a teleconference with Yolanda Sanchez
 of the EPA regarding details about the Board's Leviathan Superfund Site tour
 preceding the July Board meeting.

STAFF RECOMMENDATION: Receive and file.



Following the birds on their migratory path

Comments (0)

-AA+

Lahouten Vailey Naws

7











May 19, 2015



celebrated the return of thousands of migratory The 18th annual Spring Wings Festival birds to the Lahontan Valley.

more than a quarter of a million birds can be seen The festival highlights the array of birds that seek in peak migration time between April and June at while on their Pacific migratory path. Each year refuge in the Stillwater National Wildlife Refuge the refuge, declared a "Globally Important Bird Area" by the American Bird Conservancy.

activities to bring more awareness to birds and to The festival offered two tours of the Lahontan Valley and featured a number of experts and their habitat

> District spent the day showing people of all ages a model on how Debbie Neddenriep of the Carson Water Subconservanty

⟨ PREV 9 of 11 images NEXT ⟩

The Pacific Flyway Decoy Association — whose members are more artists than hunters these

days — presented a workshop on carving decorative shorebird decoys.

Carson River watershed tour June 9 & 10

Nevada Appeal staff report

The two-day Carson River Watershed Tour is set for June 9 and 10, according to the Carson River Water Subconservancy based in Carson City.

The tour covers the upper watershed basically southwest of Carson City on the first day and the lower watershed to the northeast of the Nevada capital on the second day. Cost is \$140 per person for the two-day event, which includes lunch each day.

"The Carson Water Subconservancy District's 'Get on the Bus' tour of the Carson River Watershed offers participants a survey course on integrated watershed management from the headwaters to the terminus," said Brenda Hunt. subconservancy watershed coordinator.

"Resource professionals and general citizens alike will benefit from this two-day introduction to the Carson River watershed," she said, adding experts making presentations manage various aspects of the region's critical water resources. She said only 10 spots were left to be booked on the tour as of Tuesday.

The first day's events include site visits in Hope Valley near the river and at the South Tahoe Public Utility District, Dangberg Ranch and the River Fork Ranch in Douglas County. Among presenters that day will be Steve Lewis of the University of Nevada Cooperative

Extension.

Also that first day Juan Guzman, retired Carson City Open Space manager, will present on the Carson Valley Trails Association, and those touring will hear from Robb Fellows and Shyla Lemons of Carson City Public Works Department during a stop at Clear Creek and Baily Pond.

The second day. Ann Bollinger, current Carson City Open Space manager, will speak and there will be a site visit at the Ambrose Natural Area. It will be followed by site visits at Ft. Churchill State Historic Park, the Stillwater National Wildlife Refuge, and Lahontan Dam to learn about the Newlands Project.



COURTESY

Carson High School biology students taught fourth graders from Empire Elementary School about the Carson River.

thoughts from our students regarding a recent trip they took to the river for their biology course. The following quotes were compiled by their teacher Julie Koop.

THE CARSON RIVER PROJECT: BIOLOGY AT THE RIVER

The following are quotes from the CHS Biology students. They were taken from their field journals after they had taught fourth graders from Empire Elementary School Science Standards at the Carson River CHS Interpretive trail. Read together they tell a story, enjoy...

"I think the River Project was a great opportunity to learn and teach kids about the wildlife in Nevada. We got to go down to the Carson River twice, once in October, and the other just recently in April. Both times we checked the conditions of the river and the area around it. Such as the

animals, the trees, and the quality of the walking trail," Hannah Williams.

"This trip was both fun and educational for the kids and for the mentors. The kids got to learn what native and noxious plants were, what the water cycle was, what a watershed was, and last but not least the major data of the Carson River," Larry Garcia-Castillo.

"It really teaches the younger and even the older students about nature and how to take care of our environment. It's not just that we got to miss class, it was great to go out and explore/adventure and learn new things. I enjoyed most of the activities because I myself got to learn something new from them. It was cool to know they were actually learning something from us and still had fun. They were all great kids," Hannah Sayan.

"I liked when they asked me questions about the river. They were all so curious about the animals, plants, the trees, and the water," Nohely Montes.

"I learned that they wrap trees to protect them from the beavers and that there are plants that grow here that aren't from here. I also learned a lot about myself in this field trip. For example, I learned that I like being a leader and working with kids. This was a good hands-on trip that helped kids learn better and it was fun learning while not in school," Brenda Pacheco.

"Biology class took a road trip to the Carson River to learn ways of how to protect wildlife and their homes. It's a whole different situation when you're learning vs. teaching someone else. They came to learn, and that's what they did," Connor Quilling.

"I learned a lot of information about what is needed to maintain out watershed. Working with the 4th graders was a blast because they looked up to us. This made them more excited. When working with them it also made me think about what I wanted to do in the future, which is to teach. It was a good experience learning to teach the kids about stuff I knew," Dylan LaFollette.

"My favorite part of this whole experience was our lunch break because sitting and talking with the kids was interesting, getting to know them and their stories." -Yaneli Ramirez

Have a safe summer and we'll be back with more exciting Senator news in August.

Angila Golik is a government teacher and member of Senator Pride.

Nevada Appeal - May 31, 2015 (coût.)



Carson High School biology students taught fourth graders from Empire Elementary School about the