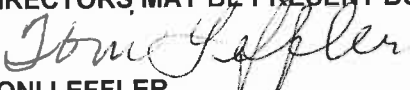


PUBLIC NOTICE

A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE CARSON WATER SUBCONSERVANCY DISTRICT WILL BE HELD ON WEDNESDAY, DECEMBER 16, 2015, AT 6:30 P.M. AT GOLD DUST WEST HOTEL CASINO, PINON-SAGE ROOM, 2171 EAST WILLIAM STREET, CARSON CITY, NEVADA. 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. DINNER FOR THE CWSD BOARD AND STAFF WILL BE HELD AT 5:00 P.M. AT GOLD DUST WEST HOTEL CASINO, 2171 EAST WILLIAM STREET, CARSON CITY, NEVADA. A QUORUM OF CWSD DIRECTORS MAY BE PRESENT BUT NO ACTION WILL BE TAKEN BY THE BOARD AT THE DINNER.


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
6. Approval of Board Meeting Minutes from November 16, 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 OR ANY CITIZEN MAY REQUEST THAT AN ITEM BE TAKEN FROM THE CONSENT AGENDA, DISCUSSED AND ACTED UPON SEPARATELY DURING THIS MEETING.

8. Approval of Treasurer's Report for November 2015.
9. Payment of Bills for November 2015.
10. Discussion for possible action regarding the Ramsey Canyon Mapping Project proposal by R.O. Anderson Engineering, Inc..
11. Discussion for possible action regarding authorizing the General Manager to sign the agreement with R.O. Anderson Engineering, Inc. to conduct the Stephanie Way Flood Control Project, Engineering Feasibility Study.
12. Discussion for possible action regarding authorizing the General Manager to sign an agreement with Kimley-Horn & Associates, Inc. to conduct inundation flood maps for Carson City.
13. Discussion for possible action regarding awarding Michael Baker International the contract to conduct the Restudy and Remapping of the Goni Wash Floodplain.
14. Discussion for possible action regarding approval to hire Responsive Management to conduct a needs assessment/gap analysis, create a communications and marketing strategy, and present the strategy to environmental educators at the environmental education roundtable.

END OF CONSENT AGENDA

15. Discussion for possible action regarding a presentation by Kimley/Horn on the Alpine View Estate new Floodplain maps.
16. Discussion for possible action to select the 2016 recipient of the Andy Aldax Watershed Award.
17. Discussion for possible action regarding approval to hire RDM Infinity to update CWSD's web-based interactive Carson River Explore Your Watershed Map.
18. Discussion for possible action regarding a request for funding assistance to design a pipeline interconnection between Dayton Utilizes and Stagecoach GID.
19. Staff Reports
 - General Manager
 - Legal
 - Correspondence
20. Directors Reports
21. Public Comment
22. 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 by 9:00 a.m. on **DECEMBER 9 , 2015**, at the following locations

:

-Dayton Utilities Complex
34 Lakes Blvd
Dayton, NV

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

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

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

-Minden Inn Office Complex
1594 Esmeralda Avenue
Minden, NV

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

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

**AGENDA ITEM #6
MINUTES OF LAST
BOARD MEETING**

CARSON WATER SUBCONSERVANCY DISTRICT
BOARD OF DIRECTORS MEETING
November 18, 2015, 6:30 P.M.
Minutes

Directors present:

Brad Bonkowski
Ray Fierro, Treasurer
Don Frensdorff
Don Jardine
Doug Johnson
Greg Lynn, Chairman
Austin Osborne, Storey County representative
Barry Penzel
Ernie Schank
Fred Stodieck

Directors not present:

Karen Abowd, Vice Chairman
Carl Erquiaga
Mary Rawson
Chuck Roberts

Staff present:

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

Also present:

Beth Farley, Kohn & Company

Chairman Lynn called the meeting to order at 6:32 p.m. in the conference room of the Nevada Association of Counties office, 304 S. Minnesota St., Carson City, NV. The CWSD/Alpine County Joint Powers Board was convened. Roll call was taken and a quorum was determined to be present. The Pledge of Allegiance was lead by Director Frensdorff.

Item #5 - Approval of Agenda. Mr. James requested that Item #8 be pulled off the agenda for discussion. *Director Schank made the motion to approve the agenda as amended. The motion was seconded by Director Bonkowski and unanimously approved by the Board.*

Item #6 - Approval of the Board Meeting Minutes from October 21, 2015. *Director Bonkowski made the motion to approve the Minutes of the Board Meeting on October 21, 2015. The motion was seconded by Director Stodieck and unanimously approved by the Board, with Director Lynn abstaining for not having been at that meeting.*

Item #7 - Public Comment. None

CONSENT AGENDA

Item #8 - Approval of Treasurer's Report for October 2015. - Mr. James explained that the Profit and Loss Budget vs. Actual report for the Acquisition/Construction Fund that was included in the Board package was for the wrong time period and provided the Board with the corrected report.

Item #9 - Payment of Bills for October 2015.

Item #10 - Discussion for possible action regarding authorizing the Chairman to sign a letter of support for the restoration of funding for the fund established under Nevada Revised Statute 532.220, more commonly referred to as the "Clearing and Snagging Fund."

Director Schank made the motion to approve the full consent agenda, including items #8-10, since the corrected Treasurer's Report was provided to the Board. The motion was seconded by Director Stodieck and unanimously approved by the Board.

END OF CONSENT AGENDA

Item #11 - Discussion and possible action regarding a presentation by Kohn & Co. of the FY 2014-15 audit. Beth Farley, partner of Kohn and Company, explained the separate letter which was handed out with the audit. The auditors found no significant errors. Misstatements were not material and correction was part of the audit procedure.

Ms. Farley went through the audit page by page. There were no areas that did not conform. Ms. Farley explained that there was a change in made by the Governmental Accounting Standards Board (GASB) this year which had to do with the Public Employees Retirement System (PERS) and applies to all participants in PERS across the nation. On page 5, the Deferred Outflow of Resources, Deferred Inflows of Resources, and Net Position have to do with PERS changes. PERS liability is required to be reported on all government statements. PERS reported for the first time and had to show on everyone's audits. We have to use the numbers provided by PERS. Deferred Outflow will be deferred now and Deferred Inflow will reduce expenses in future years. Everyone who pays into PERS is in the same boat of having that liability for something that they do not have any control over. This is an actuarial number which takes into account everyone in PERS, estimating when they will die, when they retire, and how much PERS will have to pay out during that time, as well as what investment returns will be. Pages 21-23, describes the PERS plan, benefits, contributions, deferments, and how they will be recognized over the next years using actuarial assumptions. Page 24 shows the discount rate of 8% and how much our liability could change with percentage changes.

There was a question about the effect of the GASB requirements on bond ratings, to which Ms. Farley responded that there could be changes which would not impact CWSD's investments but could impact the counties. Federal awards shown on page 32 were \$566,410, prompting the single audit for awards over \$500,000. There were no compliance issues to be reported with the regular audit or the single audit. Summary of auditor's results for single audit unmodified. There were no issues and no recommendations because there were no concerns noted. Mr. James noted that single audit requirement has been increased from \$500,000 to \$750,000 in federal grants so we shouldn't need a single audit for next year.

Director Penzel made the motion to approve the FY 2014-15 audit as presented. Director Johnson seconded the motion which was unanimously approved by the Board.

Item #12 - Discussion for possible action regarding a presentation by Alpine Watershed Group on 2015 projects/programs in Alpine County. This item was not heard since no one from Alpine Watershed Group was present.

No action required for this item; receive and file.

Item #13 - Discussion for possible action regarding authorizing the General Manager to sign an agreement with-Kimley-Horn & Associates, Inc. to complete the restudy and remapping of the Ramsey Canyon Floodplain in Lyon County. Mr. James explained that CWSD provided the initial funding for the Ramsey Canyon study. Lyon County has been trying to get a new map revision done but FEMA wouldn't accept it because the surveying was not done. Lyon County requested that Kimley-Horn continue with the study they began. Task 8 called for additional funds for QA/QC which FEMA will do so that \$15,000 will not have to be spent. All other Task 8 costs will be applicable. FEMA MAS #6 projects will include this project in Lyon County, the Goni Drainage Study in Carson City, and the Stephanie Lane Drainage Study in Douglas County.

To be further addressed in the next item, Mr. James explained that R.O. Anderson Engineering (ROA) had contacted him about doing the aerial mapping for the Ramsey Canyon drainage in tandem with another area they were doing to save on the cost of the flyover. Director Penzel asked about the aerial mapping cost. Mr. James responded that R.O. Anderson Engineering hasn't gotten that information to us yet. The amount would be not exceed the \$27,000 allotted in the MAS #6 grant, which is less than it would have been if it wasn't being combined with another flyover. Kimley-Horn also did the work on the Ramsey Canyon area for NDOT.

Director Fierro made the motion to authorize the General Manager to sign an agreement with Kimley-Horn & Associates, Inc. to complete the restudy and remapping of the Ramsey Canyon Floodplain in Lyon County. The motion was seconded by Director Bonkowski and unanimously approved by the Board.

Item #14 - Discussion for possible action regarding to ratify the General Manager's action of hiring R.O. Anderson Engineering, Inc. to conduct the aerial mapping for the Ramsey Canyon drainage. ROA was originally scheduled to do the aerial mapping last Friday but it was delayed because of inclement weather. Anticipating that the work would be done before the Board meeting, Mr. James hired ROA for the task and is requesting the Board's ratification of his action.

Director Schank made the motion to ratify the General Manager's action of hiring R.O. Anderson Engineering, Inc. to conduct the aerial mapping for the Ramsey Canyon drainage as long as it stays within the FEMA MAS 6 budget. The motion was seconded by Director Stodieck and unanimously approved by the Board.

Item #15 - Staff Reports

General Manager - Mr. James reported: 1) Staff will set up an Administrative Committee meeting prior to the December Board meeting to discuss the Andy Aldax Award candidates for 2016. 2) The Regional Water System Committee will also need to meet to review Lost Lakes

dam fees, cloud seeding, and the use of the aquifer at Stagecoach for groundwater storage. 3) The December Board meeting and Christmas dinner will be at the Gold Dust West again this year. 4) On Friday, 11/20/15, the Douglas County Ag Association will be meeting at 10:00 a.m. at the Park Ranch, and Mitch Blum will explain the flood maps. Then at 11:00 a.m., more people will come to talk about the Virginia/Rocky Diversion design project.

Brenda Hunt reported that several conservation districts contacted CWSD with their concerns about changes in the pesticide regulation. EPA is writing clearer regulations about who has to have a pesticide application licensing. The existing regulations require licensing for for-profit companies and government agencies in order to spray. This is to address the fact that some government agencies may be competing with the private industry by hire out for spraying. Ms. Hunt met with weed management folks about the impacts to conservation districts and weed management associations if there are additional licensing requirements. All staff may not be required to be licensed, only the spray supervisor. There will be monthly reporting requirements which haven't been budgeted for by most entities. Her "back of the napkin" calculation showed that additional administrative costs may reduce on-the-ground weed control by 15% of the amount of funding received from CWSD. Ms. Hunt handed out a letter CWSD wrote expressing concern about this regulation. Director Schank suggested calling the Cooperative Extension to see what the requirement is for certification. Mr. James pointed out that licensure is a different state certification program.

Legal –Mr. Benesch had nothing in particular to report.

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

Item #16 - Directors' Reports

Director Osborne reported that Storey County is getting close to Master Plan completion and expanding housing moratorium for six months to give time to get this done. The county applied for USDA funds to expand the waste water line from Six-Mile Canyon to the treatment plant.

Director Schank reported on a presentation about El Nino given to the National Resources Association conference in Denver, CO which he and Rusty Jardine had attended on behalf of TCID. At this point the current El Nino is one of the highest magnitude that has been recorded in the last 85 years. Instead of looking at El Ninos generally, scientists are looking at this one specifically in comparison to other individual ones, such as the 1997-98 El Nino which was very wet. Director Schank said he feels that we have a pretty good opportunity to have good moisture this year.

Director Lynn reported that he plans to attend the meeting at Park Ranch on Friday. There was a meeting last Friday at the Fire Department where the Fire Chief invited many ranchers to share their knowledge of the river which provided good detail on the river. Ms. Hunt noted that DVCD received funds from Desert Terminal Lakes (DTL) grants. Director Johnson will check on the availability of DTL grant funding for the Carson River Watershed before Senator Harry Reid leaves office.

Director Fierro reported that the Walker River hasn't been maintained in a long time but they were able to get into the river in less than 30 days to remove 14' of sand and sediment in some areas. A cooperative effort was made between agencies and farmers. The sediment had to be

hailed away instead of just pushed up the banks. It is important to do this while there is no water in the river. The project was made possible because of the Governor's emergency declaration to prevent flooding.

Director Bonkowski reported that water pipelines are under construction between City Hall and Minnesota to mix water. Two more phases of construction are planned for 2016, with the last phase in 2017.

Director Jardine reported that Governor Brown is considering an ordinance allowing for home delivery of medicinal marijuana.

Directors Penzel, Frensdorff, Stodieck, and Johnson had nothing specific to report.

Item #17 - Public Comment. None

There being no further business to come before the Board, Director Schank made the motion to adjourn, seconded by Director Stodieck and unanimously approved by the Board. The meeting was adjourned at 7:50 p.m.

Respectfully submitted,

Toni Leffler
Secretary

AGENDA ITEM #8
TREASURER'S REPORT

2:05 PM

12/04/15

Accrual Basis

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND**Balance Sheet****As of November 30, 2015**

	<u>Nov 30, 15</u>
ASSETS	
Current Assets	
Checking/Savings	
1010-00 · Cash in Checking - B of A	79,980.12
1011-00 · Petty Cash	100.00
1014-00 · Local Gov't Inv. Pool-Regular	226,486.33
1018-00 · Greater NV Credit Union-Savings	25.00
1021-00 · US Bank CD	249,024.52
1028-00 · First Independent Bank of Nevad	247,125.42
1029-00 · Bank of America-Savings	129,091.76
Total Checking/Savings	<u>931,833.15</u>
Other Current Assets	
1055-00 · Payroll Deposit - Carson City	500.00
Total Other Current Assets	<u>500.00</u>
Total Current Assets	<u>932,333.15</u>
TOTAL ASSETS	<u>932,333.15</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
3307-00 · CC Payroll Due	39,222.64
3360-00 · Accrued Vacation	23,145.17
3362-00 · Accrued sick leave	44,262.23
Total Other Current Liabilities	<u>106,630.04</u>
Total Current Liabilities	<u>106,630.04</u>
Total Liabilities	<u>106,630.04</u>
Equity	
4000-00 · Fund Balance	613,343.57
Net Income	212,359.54
Total Equity	<u>825,703.11</u>
TOTAL LIABILITIES & EQUITY	<u>932,333.15</u>

2:06 PM

12/04/15

Accrual Basis

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Profit & Loss YTD Comparison

November 2015

	Nov 15	Jul - Nov 15
Ordinary Income/Expense		
Income		
5008-00 · Alpine Co. Joint Powers contrib	9,000.00	9,000.00
5009-00 · Churchill County Ad Valorem		61,668.88
5010-00 · Lyon County Ad Valorem		59,855.89
5011-00 · Douglas County Ad Valorem	82,804.60	258,400.16
5012-00 · Carson City Ad Valorem	51,903.57	203,961.91
5025-00 · Int. Inc.-US Bank CD	105.72	419.32
5031-00 · Interest Income-LGIP Reg.	9.95	42.60
5044-00 · Int-1st Independent Bk of NV CD	94.41	436.55
5045-00 · Interest Income-B of A Savings	5.90	20.04
5050-00 · Watershed Coordinator		
5050-01 · NDEP Grant-Watershed Coord		
5050-11 · Watershed Map		10.00
Total 5050-01 · NDEP Grant-Watershed Coord		10.00
5050-08 · NDEP Watershed Coord 2012-15		
5050-10 · NDEP Watershed Coord. 2015-18	7,210.95	7,210.95
Total 5050-00 · Watershed Coordinator	7,210.95	7,220.95
5058-00 · 208 Water Quality Plan		
5058-02 · NDEP-2010 Algae Study Grant		
5058-03 · NDEP 208 LID Grant- 2013-15	4,091.56	4,091.56
Total 5058-00 · 208 Water Quality Plan	4,091.56	4,091.56
5060-00 · Misc. Income		
5063-00 · Environmental Education Program		
5063-03 · NDEP-Env.Ed.Coord. 2012-14		
5063-04 · NDEP-Env.Ed.Coord.2015-17	10,439.99	10,439.99
Total 5063-00 · Environmental Education Program	10,439.99	10,439.99
5070-00 · Clear Creek Educ. Program		
5070-02 · Donation for Clear Creek Educ.		4.00
Total 5070-00 · Clear Creek Educ. Program		4.00
5077-00 · CR Conservation Tours		
5077-03 · NDEP Conserv Tour Grant 2012-14	2,157.08	2,157.08
Total 5077-00 · CR Conservation Tours	2,157.08	2,157.08
5082-00 · Alpine Co.-CASGEM Grant		
5086-00 · FEMA MAS #3 (Do.Co.)		90,728.81
5087-00 · FEMA MAS #4 (Flood Maps)		4,436.47
5090-00 · NDEP-Watershed Literacy Grant	3,796.90	3,796.90
5091-00 · Rec.Trails Signage-Motorized	1,548.00	1,548.31
5092-00 · FEMA - MAS #5	18,901.77	61,092.41
Total Income	192,070.40	779,321.83
Expense		
7015-00 · Salaries & Wages	26,549.28	128,914.45
7020-00 · Employee Benefits	10,499.11	48,865.10
7021-00 · Workers Comp Ins.		
7101-00 · Director's Fees		
7101-01 · Director Benefits	9.06	44.41
7101-00 · Director's Fees - Other	797.79	3,528.34
Total 7101-00 · Director's Fees	806.85	3,572.75
7102-00 · Insurance		6,917.44
7103-00 · Office Supplies	565.27	925.48
7104-00 · Postage	73.44	291.82
7105-00 · Rent	2,169.34	10,846.70
7106-00 · Telephone/Internet	381.27	1,505.79
7107-00 · Travel-transport/meals/lodging		
7107-01 · Car Allowance	566.42	2,747.14
7107-00 · Travel-transport/meals/lodging - Other	87.16	1,691.30
Total 7107-00 · Travel-transport/meals/lodging	653.58	4,438.44

2:06 PM

12/04/15

Accrual Basis

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

November 2015

	Nov 15	Jul - Nov 15
7108-00 · Dues & Publications	32.01	405.86
7109-00 · Miscellaneous Expense		14.50
7110-00 · Seminars & Education		1,156.50
7112-00 · Bank Charges		25.00
7114-00 · Outside Professional Services	95.00	910.00
7115-00 · Accounting	2,500.00	12,000.00
7116-00 · Legal	3,387.33	13,519.32
7117-00 · Lost Lakes Expenses	1,915.93	2,928.76
7120-00 · Integrated Watershed Programs		
7120-07 · Watershed Tour		46.58
7120-30 · Watershed Coord.Exp. 2015-18	74.68	2,842.73
Total 7120-00 · Integrated Watershed Programs	74.68	2,889.31
7125-00 · Environmental Ed.Coord.Exp.		
7125-01 · Env.Ed.Coord.Exp.2012-14		
7125-02 · Env.Ed.Coord.Exp. 2015-17	82.80	9,829.30
Total 7125-00 · Environmental Ed.Coord.Exp.	82.80	9,829.30
7210-00 · CR Conservation Tours Exp.		
7210-03 · NPS Conser.Tours 2012-15	3.85	844.19
7210-00 · CR Conservation Tours Exp. - Other		
Total 7210-00 · CR Conservation Tours Exp.	3.85	844.19
7214-00 · Rec. Trails Signage-Motorized		29.90
7332-00 · Carson River Work Days		
7337-00 · Carson River Restoration		
7337-03 · Dayton Valley Conserv	18,037.23	18,037.23
Total 7337-00 · Carson River Restoration	18,037.23	18,037.23
7404-00 · Noxious Weeds Control-CR Wtrshd		
7404-01 · Noxious Weed Control-Alpine Co.		
7404-02 · Noxious Weed Control-Douglas Co		
7404-03 · Noxious Weed Control-CarsonCity		
7404-04 · Noxious Weed Control-Lyon Co.		
7404-05 · Noxious Weed Control-Churchill		
Total 7404-00 · Noxious Weeds Control-CR Wtrshd		
7406-00 · 208 Water Quality Mgmt. Plan		
7406-01 · 208 Plan-EF Algae Project		
7406-12 · EF Algae Project Supplies		0.24
Total 7406-01 · 208 Plan-EF Algae Project		0.24
7406-02 · 208 Plan-LID Practices- 2013-14		201.69
7406-00 · 208 Water Quality Mgmt. Plan - Other		0.48
Total 7406-00 · 208 Water Quality Mgmt. Plan		202.41
7419-00 · FEMA MAS #3		89,140.40
7420-00 · FEMA MAS #4 (Flood Map)		
7420-01 · Flood Maps-HDR	3,200.64	3,200.64
7420-02 · Ordinance Review-Still Waters	6,400.00	6,400.00
7420-00 · FEMA MAS #4 (Flood Map) - Other	44.78	422.97
Total 7420-00 · FEMA MAS #4 (Flood Map)	9,645.42	10,023.61
7422-00 · BOR Basin Plan of Study		0.16
7424-00 · NDEP-Watershed Literacy Gr.Exp.		
7424-02 · Watershed Survey-Responsive Mgt		
7424-00 · NDEP-Watershed Literacy Gr.Exp. - Other	4.92	237.02
Total 7424-00 · NDEP-Watershed Literacy Gr.Exp.	4.92	237.02
7426-00 · FEMA MAS #5-Charter/Map/Model		
7426-01 · Alpine View Est.-Kimley Horn	3,290.00	36,024.20
7426-02 · Smelter Creek-RO Anderson		5,000.00
7426-03 · Eagle Valley-Michael Baker	6,392.00	23,629.00
7426-05 · Inundation Flood Map-HDR	2,391.55	2,391.55
7426-06 · Public Flood Awareness	5,269.00	7,052.99
7426-00 · FEMA MAS #5-Charter/Map/Model - Other	5.84	43.32

2:06 PM

12/04/15

Accrual Basis

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

November 2015

	Nov 15	Jul - Nov 15
Total 7426-00 · FEMA MAS #5-Charter/Map/Model	17,348.39	74,141.06
7427-00 · FEMA MAS #6	17.34	24.90
7428-00 · NDEP-VA/Rocky Bank Stab. Design	7.92	7.92
7429-00 · NDEP-Wtrshd Lit.Implementation	1.96	1.96
7500-00 · USGS Stream Gage Contract		
7500-01 · Stream Gages 2015-17		17,558.00
Total 7500-00 · USGS Stream Gage Contract		17,558.00
7508-00 · USGS Do.Co.WQ & GW Monitoring		
7508-01 · Do/LyCo WQ/GW Mon. 2015-17		3,875.00
Total 7508-00 · USGS Do.Co.WQ & GW Monitoring		3,875.00
7525-00 · USGS-CV Arsenic Study-Ph.1		5,000.00
7600-00 · Alpine County Projects		
7600-05 · Alpine Watershed Programs		11,500.00
7600-09 · Al.Co.-CASGEM	0.04	13.26
Total 7600-00 · Alpine County Projects	0.04	11,513.26
7610-00 · Douglas County Projects		
7610-10 · Do.Co.Reg.Pipeline Debt Service		62,500.00
7610-17 · Do.Co.-EF Channel Restoration		
Total 7610-00 · Douglas County Projects		62,500.00
7620-00 · Carson City Projects		
7620-15 · Eagle Cr Streambank Restoration		
Total 7620-00 · Carson City Projects		
7640-00 · Churchill County Projects		
7640-09 · Lahontan Vly.Wtr.Lvl.Measure.		3,868.75
Total 7640-00 · Churchill County Projects		3,868.75
Total Expense	94,852.96	546,962.29
Net Ordinary Income	97,217.44	232,359.54
Other Income/Expense		
Other Expense		
8002-00 · Transfer Out-Acq/Const Fund	20,000.00	20,000.00
Total Other Expense	20,000.00	20,000.00
Net Other Income	-20,000.00	-20,000.00
Net Income	<u>77,217.44</u>	<u>212,359.54</u>

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CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

12/04/15

Profit & Loss Budget vs. Actual

Accrual Basis

July through November 2015

	Jul - Nov 15	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5008-00 · Alpine Co. Joint Powers contrib	9,000.00	9,000.00		100.0%
5009-00 · Churchill County Ad Valorem	61,668.88	187,550.00	-125,881.12	32.9%
5010-00 · Lyon County Ad Valorem	59,855.89	147,555.00	-87,699.11	40.6%
5011-00 · Douglas County Ad Valorem	258,400.16	477,500.00	-219,099.84	54.1%
5012-00 · Carson City Ad Valorem	203,961.91	377,150.00	-173,188.09	54.1%
5022-00 · Water Lease - Mud Lake		45,000.00	-45,000.00	
5025-00 · Int. Inc.-US Bank CD	419.32	850.00	-430.68	49.3%
5031-00 · Interest Income-LGIP Reg.	42.60	80.00	-37.40	53.3%
5044-00 · Int-1st Independent Bk of NV CD	436.55	850.00	-413.45	51.4%
5045-00 · Interest Income-B of A Savings	20.04	80.00	-59.96	25.1%
5050-00 · Watershed Coordinator				
5050-01 · NDEP Grant-Watershed Coord				
5050-11 · Watershed Map	10.00			
Total 5050-01 · NDEP Grant-Watershed Coord	10.00			
5050-08 · NDEP Watershed Coord 2012-15				
5050-10 · NDEP Watershed Coord. 2015-18	7,210.95	64,000.00	-56,789.05	11.3%
Total 5050-00 · Watershed Coordinator	7,220.95	64,000.00	-56,779.05	11.3%
5058-00 · 208 Water Quality Plan				
5058-02 · NDEP-2010 Algae Study Grant				
5058-03 · NDEP 208 LID Grant- 2013-15	4,091.56	4,700.00	-608.44	87.1%
Total 5058-00 · 208 Water Quality Plan	4,091.56	4,700.00	-608.44	87.1%
5060-00 · Misc. Income				
5060-02 · Watershed Tour		5,900.00	-5,900.00	
5060-00 · Misc. Income - Other				
Total 5060-00 · Misc. Income		5,900.00	-5,900.00	
5063-00 · Environmental Education Program				
5063-03 · NDEP-Env.Ed.Coord. 2012-14				
5063-04 · NDEP-Env.Ed.Coord.2015-17	10,439.99	50,000.00	-39,560.01	20.9%
Total 5063-00 · Environmental Education Program	10,439.99	50,000.00	-39,560.01	20.9%
5070-00 · Clear Creek Educ. Program				
5070-02 · Donation for Clear Creek Educ.	4.00			
Total 5070-00 · Clear Creek Educ. Program	4.00			
5077-00 · CR Conservation Tours				
5077-03 · NDEP Conserv Tour Grant 2012-14	2,157.08			
5077-00 · CR Conservation Tours - Other		2,200.00	-2,200.00	
Total 5077-00 · CR Conservation Tours	2,157.08	2,200.00	-42.92	98.0%
5082-00 · Alpine Co.-CASGEM Grant		750.00	-750.00	
5086-00 · FEMA MAS #3 (Do.Co.)	90,728.81	59,000.00	31,728.81	153.8%
5087-00 · FEMA MAS #4 (Flood Maps)	4,436.47	250,000.00	-245,563.53	1.8%
5090-00 · NDEP-Watershed Literacy Grant	3,796.90	5,800.00	-2,003.10	65.5%
5091-00 · Rec.Trails Signage-Motorized	1,548.31	3,100.00	-1,551.69	49.9%
5092-00 · FEMA - MAS #5	61,092.41	150,000.00	-88,907.59	40.7%
Total Income	779,321.83	1,841,065.00	-1,061,743.17	42.3%
Expense				
7015-00 · Salaries & Wages	128,914.45	334,400.00	-205,485.55	38.6%
7020-00 · Employee Benefits	48,865.10	136,700.00	-87,834.90	35.7%
7021-00 · Workers Comp Ins.		1,200.00	-1,200.00	
7101-00 · Director's Fees				
7101-01 · Director Benefits	44.41			
7101-00 · Director's Fees - Other	3,528.34	14,000.00	-10,471.66	25.2%
Total 7101-00 · Director's Fees	3,572.75	14,000.00	-10,427.25	25.5%
7102-00 · Insurance	6,917.44	10,000.00	-3,082.56	69.2%
7103-00 · Office Supplies	925.48	4,000.00	-3,074.52	23.1%
7104-00 · Postage	291.82	1,250.00	-958.18	23.3%
7105-00 · Rent	10,846.70	26,033.00	-15,186.30	41.7%

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CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

12/04/15

Profit & Loss Budget vs. Actual

Accrual Basis

July through November 2015

	Jul - Nov 15	Budget	\$ Over Budget	% of Budget
7106-00 · Telephone/Internet	1,505.79	5,000.00	-3,494.21	30.1%
7107-00 · Travel-transport/meals/lodging				
7107-01 · Car Allowance	2,747.14			
7107-00 · Travel-transport/meals/lodging - Other	1,691.30	17,000.00	-15,308.70	9.9%
Total 7107-00 · Travel-transport/meals/lodging	4,438.44	17,000.00	-12,561.56	26.1%
7108-00 · Dues & Publications	405.86	1,000.00	-594.14	40.6%
7109-00 · Miscellaneous Expense	14.50	3,000.00	-2,985.50	0.5%
7110-00 · Seminars & Education	1,156.50	3,000.00	-1,843.50	38.6%
7111-00 · Office Equipment		16,000.00	-16,000.00	
7112-00 · Bank Charges	25.00	200.00	-175.00	12.5%
7114-00 · Outside Professional Services	910.00	20,000.00	-19,090.00	4.6%
7115-00 · Accounting	12,000.00	16,500.00	-4,500.00	72.7%
7116-00 · Legal	13,519.32	40,700.00	-27,180.68	33.2%
7117-00 · Lost Lakes Expenses	2,928.76	7,000.00	-4,071.24	41.8%
7118-00 · Mud Lake O & M		1,000.00	-1,000.00	
7120-00 · Integrated Watershed Programs				
7120-07 · Watershed Tour	46.58	5,500.00	-5,453.42	0.8%
7120-08 · Invasive Species Programs		5,000.00	-5,000.00	
7120-30 · Watershed Coord.Exp. 2015-18	2,842.73	4,400.00	-1,557.27	64.6%
Total 7120-00 · Integrated Watershed Programs	2,889.31	14,900.00	-12,010.69	19.4%
7122-00 · Water Conservation/BMP Program		5,000.00	-5,000.00	
7125-00 · Environmental Ed.Coord.Exp.				
7125-01 · Env.Ed.Coord.Exp.2012-14				
7125-02 · Env.Ed.Coord.Exp. 2015-17	9,829.30	44,000.00	-34,170.70	22.3%
Total 7125-00 · Environmental Ed.Coord.Exp.	9,829.30	44,000.00	-34,170.70	22.3%
7210-00 · CR Conservation Tours Exp.				
7210-03 · NPS Conser.Tours 2012-15	844.19	1,800.00	-955.81	46.9%
7210-00 · CR Conservation Tours Exp. - Other				
Total 7210-00 · CR Conservation Tours Exp.	844.19	1,800.00	-955.81	46.9%
7214-00 · Rec. Trails Signage-Motorized	29.90	900.00	-870.10	3.3%
7215-00 · Sierra NV Journeys-Family Night		3,380.00	-3,380.00	
7332-00 · Carson River Work Days				
7332-01 · CR Work Days 2015-16		26,000.00	-26,000.00	
7332-00 · Carson River Work Days - Other				
Total 7332-00 · Carson River Work Days		26,000.00	-26,000.00	
7337-00 · Carson River Restoration				
7337-01 · Upper Carson River Grant.		60,000.00	-60,000.00	
7337-03 · Dayton Valley Conserv				
7337-31 · DVCD-Restoration Proj.2015-16		124,000.00	-124,000.00	
7337-32 · DVCD-Storey Co. Weed Abatement		5,000.00	-5,000.00	
7337-03 · Dayton Valley Conserv - Other	18,037.23			
Total 7337-03 · Dayton Valley Conserv	18,037.23	129,000.00	-110,962.77	14.0%
7337-04 · Lahontan Conserv.Dist		20,000.00	-20,000.00	
Total 7337-00 · Carson River Restoration	18,037.23	209,000.00	-190,962.77	8.6%
7404-00 · Noxious Weeds Control-CR Wtrshd				
7404-01 · Noxious Weed Control-Alpine Co.		15,000.00	-15,000.00	
7404-02 · Noxious Weed Control-Douglas Co		15,000.00	-15,000.00	
7404-03 · Noxious Weed Control-CarsonCity		15,000.00	-15,000.00	
7404-04 · Noxious Weed Control-Lyon Co.		15,000.00	-15,000.00	
7404-05 · Noxious Weed Control-Churchill		15,000.00	-15,000.00	
Total 7404-00 · Noxious Weeds Control-CR Wtrshd		75,000.00	-75,000.00	
7406-00 · 208 Water Quality Mgmt. Plan				
7406-01 · 208 Plan-EF Algae Project				
7406-12 · EF Algae Project Supplies	0.24			
Total 7406-01 · 208 Plan-EF Algae Project	0.24			
7406-02 · 208 Plan-LID Practices- 2013-14	201.69			
7406-00 · 208 Water Quality Mgmt. Plan - Other	0.48			

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CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

12/04/15

Profit & Loss Budget vs. Actual

Accrual Basis

July through November 2015

	Jul - Nov 15	Budget	\$ Over Budget	% of Budget
Total 7406-00 · 208 Water Quality Mgmt. Plan	202.41			
7419-00 · FEMA MAS #3	89,140.40	58,000.00	31,140.40	153.7%
7420-00 · FEMA MAS #4 (Flood Map)				
7420-01 · Flood Maps-HDR	3,200.64			
7420-02 · Ordinance Review-Still Waters	6,400.00			
7420-00 · FEMA MAS #4 (Flood Map) - Other	422.97	240,000.00	-239,577.03	0.2%
Total 7420-00 · FEMA MAS #4 (Flood Map)	10,023.61	240,000.00	-229,976.39	4.2%
7422-00 · BOR Basin Plan of Study	0.16			
7424-00 · NDEP-Watershed Literacy Gr.Exp.				
7424-02 · Watershed Survey-Responsive Mgt				
7424-00 · NDEP-Watershed Literacy Gr.Exp. - Other	237.02	4,800.00	-4,562.98	4.9%
Total 7424-00 · NDEP-Watershed Literacy Gr.Exp.	237.02	4,800.00	-4,562.98	4.9%
7426-00 · FEMA MAS #5-Charter/Map/Model				
7426-01 · Alpine View Est.-Kimley Horn	36,024.20			
7426-02 · Smelter Creek-RO Anderson	5,000.00			
7426-03 · Eagle Valley-Michael Baker	23,629.00			
7426-05 · Inundation Flood Map-HDR	2,391.55			
7426-06 · Public Flood Awareness	7,052.99			
7426-00 · FEMA MAS #5-Charter/Map/Model - Other	43.32	132,000.00	-131,956.68	0.0%
Total 7426-00 · FEMA MAS #5-Charter/Map/Model	74,141.06	132,000.00	-57,858.94	56.2%
7427-00 · FEMA MAS #6	24.90			
7428-00 · NDEP-VA/Rocky Bank Stab. Design	7.92			
7429-00 · NDEP-Wtrshd Lit.Implementation	1.96			
7500-00 · USGS Stream Gage Contract				
7500-01 · Stream Gages 2015-17	17,558.00	70,232.00	-52,674.00	25.0%
Total 7500-00 · USGS Stream Gage Contract	17,558.00	70,232.00	-52,674.00	25.0%
7508-00 · USGS Do.Co.WQ & GW Monitoring				
7508-01 · Do/LyCo WQ/GW Mon. 2015-17	3,875.00	15,500.00	-11,625.00	25.0%
Total 7508-00 · USGS Do.Co.WQ & GW Monitoring	3,875.00	15,500.00	-11,625.00	25.0%
7524-00 · USGS-GW Lvl & WQ in Ch.Co.				
7524-01 · USGS-GW Lvl & WQ-ChCo 2014-17		10,200.00	-10,200.00	
Total 7524-00 · USGS-GW Lvl & WQ in Ch.Co.		10,200.00	-10,200.00	
7525-00 · USGS-CV Arsenic Study-Ph.1	5,000.00	20,000.00	-15,000.00	25.0%
7600-00 · Alpine County Projects				
7600-05 · Alpine Watershed Programs	11,500.00	23,000.00	-11,500.00	50.0%
7600-09 · Al.Co.-CASGEM	13.26	25.00	-11.74	53.0%
Total 7600-00 · Alpine County Projects	11,513.26	23,025.00	-11,511.74	50.0%
7610-00 · Douglas County Projects				
7610-10 · Do.Co.Reg.Pipeline Debt Service	62,500.00	125,000.00	-62,500.00	50.0%
7610-17 · Do.Co.-EF Channel Restoration		24,500.00	-24,500.00	
7610-18 · DoCo-Sierra Country Estates				
Total 7610-00 · Douglas County Projects	62,500.00	149,500.00	-87,000.00	41.8%
7620-00 · Carson City Projects				
7620-11 · CC Reg.Pipeline Debt Service		125,000.00	-125,000.00	
7620-15 · Eagle Cr Streambank Restoration				
Total 7620-00 · Carson City Projects		125,000.00	-125,000.00	
7630-00 · Lyon County Projects				
7630-10 · LyCo Middle CR Imagery Project		27,644.00	-27,644.00	
Total 7630-00 · Lyon County Projects		27,644.00	-27,644.00	
7640-00 · Churchill County Projects				
7640-09 · Lahontan Vly.Wtr.Lvl.Measure.	3,868.75	19,000.00	-15,131.25	20.4%
7640-14 · W/R Dedication Tracking DB		8,420.00	-8,420.00	
7640-15 · LCD-Sand Bar Removal in ChCo		20,000.00	-20,000.00	
Total 7640-00 · Churchill County Projects	3,868.75	47,420.00	-43,551.25	8.2%

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CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

12/04/15

Profit & Loss Budget vs. Actual

Accrual Basis

July through November 2015

	<u>Jul - Nov 15</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Total Expense	546,962.29	1,961,284.00	-1,414,321.71	27.9%
Net Ordinary Income	232,359.54	-120,219.00	352,578.54	-193.3%
Other Income/Expense				
Other Income				
8005-00 · Beginning Equity		671,421.00	-671,421.00	
Total Other Income		671,421.00	-671,421.00	
Other Expense				
8002-00 · Transfer Out-Acq/Const Fund	20,000.00	20,000.00		100.0%
8008-00 · Preliminary Planning		435,000.00	-435,000.00	
Total Other Expense	20,000.00	455,000.00	-435,000.00	4.4%
Net Other Income	-20,000.00	216,421.00	-236,421.00	-9.2%
Net Income	<u>212,359.54</u>	<u>96,202.00</u>	<u>116,157.54</u>	<u>220.7%</u>

CARSON WTR SUBCONSERVANCY DIST - ACQUISITION/CONSTRUCTION**Balance Sheet**

As of November 30, 2015

12/04/15

	<u>Nov 30, 15</u>
ASSETS	
Current Assets	
Checking/Savings	
1013-01 · Local Gov't Inv.Pool-Reserve	432,788.03
1015-01 · Heritage Bk 12-mo. CD	250,349.96
Total Checking/Savings	<u>683,137.99</u>
Total Current Assets	<u>683,137.99</u>
TOTAL ASSETS	<u>683,137.99</u>
LIABILITIES & EQUITY	
Equity	
4000-01 · Fund Balance - Capital Project	662,289.91
Net Income	20,848.08
Total Equity	<u>683,137.99</u>
TOTAL LIABILITIES & EQUITY	<u>683,137.99</u>

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CARSON WTR SUBCONSERVANCY DIST - ACQUISITION/CONSTRUCTION

12/04/15

Profit & Loss YTD Comparison

Accrual Basis

November 2015

	<u>Nov 15</u>	<u>Jul - Nov 15</u>
Ordinary Income/Expense		
Income		
5032-01 · Interest Income - LGIP Res.	88.36	376.37
5038-00 · Int. Inc.-Heritage Bk CD	95.65	471.71
Total Income	<u>184.01</u>	<u>848.08</u>
Net Ordinary Income	184.01	848.08
Other Income/Expense		
Other Income		
8001-01 · Transfer In-General Fund	20,000.00	20,000.00
Total Other Income	<u>20,000.00</u>	<u>20,000.00</u>
Net Other Income	<u>20,000.00</u>	<u>20,000.00</u>
Net Income	<u><u>20,184.01</u></u>	<u><u>20,848.08</u></u>

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CARSON WTR SUBCONSERVANCY DIST - ACQUISITION/CONSTRUCTION

12/04/15

Profit & Loss Budget vs. Actual

Accrual Basis

July 2014 through November 2015

	<u>Jul '14 - Nov 15</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
5032-01 · Interest Income - LGIP Res.	836.20	1,030.00	-193.80	81.2%
5038-00 · Int. Inc.-Heritage Bk CD	1,593.42	2,200.00	-606.58	72.4%
Total Income	2,429.62	3,230.00	-800.38	75.2%
Expense				
7325-01 · Acquisition Wtr Rts/Structures		1,250,000.00	-1,250,000.00	
Total Expense		1,250,000.00	-1,250,000.00	
Net Ordinary Income	2,429.62	-1,246,770.00	1,249,199.62	-0.2%
Other Income/Expense				
Other Income				
8000-01 · Beginning Equity		1,232,876.00	-1,232,876.00	
8001-01 · Transfer In-General Fund	110,000.00	110,000.00		100.0%
Total Other Income	110,000.00	1,342,876.00	-1,232,876.00	8.2%
Net Other Income	110,000.00	1,342,876.00	-1,232,876.00	8.2%
Net Income	112,429.62	96,106.00	16,323.62	117.0%

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12/04/15

Cash Basis

Floodplain Management Fund
Balance Sheet
As of November 30, 2015

	<u>Nov 30, 15</u>
ASSETS	
Current Assets	
Checking/Savings	
1013-03 · LGIP - Floodplain	182,270.34
1014-03 · Mutual of Omaha Bk CD	247,491.37
Total Checking/Savings	<u>429,761.71</u>
Total Current Assets	<u>429,761.71</u>
TOTAL ASSETS	<u>429,761.71</u>
LIABILITIES & EQUITY	
Equity	
32000 · Retained Earnings	429,336.33
Net Income	425.38
Total Equity	<u>429,761.71</u>
TOTAL LIABILITIES & EQUITY	<u>429,761.71</u>

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12/04/15
Cash Basis

Floodplain Management Fund
Profit & Loss YTD Comparison
November 2015

	<u>Nov 15</u>	<u>Jul - Nov 15</u>
Ordinary Income/Expense		
Income		
5032-03 · Int. Inc.-LGIP-Floodplain	39.01	166.18
5033-03 · Int.Inc.-Mutual of Omaha CD	52.54	259.20
Total Income	<u>91.55</u>	<u>425.38</u>
Net Ordinary Income	<u>91.55</u>	<u>425.38</u>
Net Income	<u><u>91.55</u></u>	<u><u>425.38</u></u>

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12/04/15

Cash Basis

Floodplain Management Fund

Profit & Loss Budget vs. Actual

July through November 2015

	Jul - Nov 15	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5032-03 · Int. Inc.-LGIP-Floodplain	166.18	180.00	-13.82	92.3%
5033-03 · Int.Inc.-Mutual of Omaha CD	259.20	700.00	-440.80	37.0%
Total Income	425.38	880.00	-454.62	48.3%
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	425.38	-399,120.00	399,545.38	-0.1%
Other Income/Expense				
Other Income				
8000-03 · Beginning Equity	0.00	429,206.00	-429,206.00	0.0%
Total Other Income	0.00	429,206.00	-429,206.00	0.0%
Net Other Income	0.00	429,206.00	-429,206.00	0.0%
Net Income	425.38	30,086.00	-29,660.62	1.4%

AGENDA ITEM #9
PAYMENT OF BILLS

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12/04/15

Accrual Basis

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Transaction Detail by Account

November 2015

Type	Date	Num	Name	Memo	Amount	Balance
1010-00 - Cash in Checking - B of A						
Check	11/2/2015	8158	Euronev, Ltd	Nov. rent 777 E. William St., #102, #103, #110 & #110A	-2,169.34	-2,169.34
Check	11/2/2015	8159	Sam Berkowitz	10/14-22/14 work @ Lost Lakes	-84.00	-2,253.34
Check	11/2/2015	8160	Carson Valley Conservation District	10/14-22/14 work @ Lost Lakes	-410.00	-2,663.34
Check	11/2/2015	8161	Clear Channel Outdoor	Cust. #263827, Inv. #300030520, digital bulletins for FAW	-2,800.00	-5,463.34
Transfer	11/3/2015			Funds Transfer for investment in LGIP	200,000.00	194,536.66
Check	11/3/2015	8162	Local Govt Investment Pool	Transfer to CCWSD for investment	-200,000.00	-5,463.34
Check	11/3/2015	8163	Nevada Secretary of State	Notary application for Toni M. Leffler	-35.00	-5,498.34
Deposit	11/5/2015			Deposit	1,548.00	-3,950.34
Check	11/6/2015	8164	Law Office of George N. Benesch	Oct. legal services, inv. #14768	-3,387.33	-7,337.67
Check	11/6/2015	8165	State Board of Equalization	7/1/15-6/30/16 WR fee for Lost Lakes	-312.54	-7,650.21
Check	11/6/2015	8166	Kohn & Company	10/16-31/15 audit services	-2,500.00	-10,150.21
Check	11/6/2015	8167	AT&T	Acct. #775-7450 924 6, 11/1-30/15 phones & UM	-172.32	-10,322.53
Check	11/6/2015	8168	Odyssey Associates	Inv. #7022233-400, Cust. #07-1415, Lost Lks. crew	-1,109.39	-11,431.92
Deposit	11/6/2015			Deposit	4,091.56	-7,340.36
Deposit	11/9/2015			Deposit	82,804.60	75,464.24
Transfer	11/10/2015			Funds Transfer for investment	-82,000.00	-6,535.76
Deposit	11/10/2015			Deposit	18,901.77	12,366.01
Check	11/16/2015	8169	Michael Baker International, Inc.	Proj. #145209, Eagle Vly. A & B Drainages Study	-6,392.00	5,974.01
Check	11/16/2015	8170	Dayton Valley Conservation District	7/1-9/30/15 river projects/gen. operating	-18,037.23	-12,063.22
Check	11/16/2015	8171	KREN-TV	Inv. #178306-1, 10/26-11/8/15 Flood Awareness spots	-500.00	-12,563.22
Check	11/16/2015	8172	KRNV-FM	Inv. #178303-1, 10/26-11/9/15 Flood Awareness spots	-485.00	-13,048.22
Deposit	11/16/2015			Deposit	3,796.90	-9,251.32
Check	11/17/2015	8173	Sierra Nevada Media Group	Acct. #5234928 Inv. #5234928103115, Ad#11621332, FAW	-484.00	-9,735.32
Check	11/17/2015	8174	MyOfficeProducts	Cust. #76531, Inv. #WO-9970630-1	-200.79	-9,936.11
Check	11/17/2015	8175	Carson City	Reimb. for Oct. payroll #21 & #22	-37,986.40	-47,922.51
Check	11/18/2015	8176	Kimley-Horn & Associates, Inc.	Inv. #018976000-1015, Alpine Est. Flood Study	-3,290.00	-51,212.51
Deposit	11/18/2015			Deposit	7,210.95	-44,001.56
Check	11/20/2015	8177	Charter Communications	Acct. #8354 11 001 0917880, installation	-103.95	-44,105.51
Check	11/20/2015	8178	Donald Frensdorff	Nov. mileage reimb.	-19.22	-44,124.73
Check	11/20/2015	8179	Ernest Schank	Nov. travel reimb.	-74.08	-44,198.81
Check	11/20/2015	8180	Fred Stodieck	Nov. travel reimb.	-18.86	-44,217.67
Deposit	11/23/2015			Deposit	60,903.57	16,685.90
Check	11/23/2015	8181	cash	Oct.-Nov. 2015 petty cash reimb.	-93.31	16,592.59
Check	11/23/2015	8182	Bank of America	Nov.-acct. #4024 4910 0004 2478	-1,243.96	15,348.63
Check	11/23/2015	8183	HDR Engineering, Inc.	Inv. #245980-B, Carson River FEMA MAS #4	-3,200.64	12,147.99
Check	11/23/2015	8184	HDR Engineering, Inc.	Inv. #465623-H, Carson River FEMA MAS #5	-2,391.55	9,756.44
Deposit	11/23/2015			Deposit	2,157.08	11,913.52
Deposit	11/24/2015			Deposit	10,439.99	22,353.51
Check	11/30/2015	8185	Still Waters Consultants, LLC	Inv. #CWSD.15 11A, Mitigation Measures	-6,400.00	15,953.51
Check	11/30/2015	8186	Konica Minolta Business Solutions USA Inc	10/23/15 - 11/22/15 copies, Inv. #236987086, payor ID #1110530	-421.79	15,531.72
Check	11/30/2015	8187	DeBug Computer, Inc.	11/17/15 computer services, Inv. #45733	-95.00	15,436.72
Total 1010-00 - Cash in Checking - B of A					15,436.72	15,436.72
1011-00 - Petty Cash						
Gener...	11/23/2015			Oct.-Nov. petty cash reimb.	-93.31	-93.31
Check	11/23/2015	8181	cash	Oct.-Nov. 2015 petty cash reimb.	93.31	
Total 1011-00 - Petty Cash						
1014-00 - Local Gov't Inv. Pool-Regular						
Check	11/3/2015	8162	Local Govt Investment Pool	Transfer to CCWSD for investment	200,000.00	200,000.00
Gener...	11/23/2015			FY 2015-16 budget trans. to A/C	-20,000.00	180,000.00
Deposit	11/30/2015			Interest	9.95	180,009.95
Total 1014-00 - Local Gov't Inv. Pool-Regular					180,009.95	180,009.95
1021-00 - US Bank CD						
Deposit	11/4/2015			Interest	105.72	105.72
Total 1021-00 - US Bank CD					105.72	105.72
1028-00 - First Independent Bank of Nevad						
Deposit	11/14/2015			Interest	94.41	94.41
Total 1028-00 - First Independent Bank of Nevad					94.41	94.41
1029-00 - Bank of America-Savings						
Transfer	11/3/2015			Funds Transfer for investment in LGIP	-200,000.00	-200,000.00
Transfer	11/10/2015			Funds Transfer for investment	82,000.00	-118,000.00
Deposit	11/30/2015			Interest	5.90	-117,994.10
Total 1029-00 - Bank of America-Savings					-117,994.10	-117,994.10
3307-00 - CC Payroll Due						
Gener...	11/6/2015			Oct.- K.Abowd	-19,310.81	-19,310.81
Gener...	11/6/2015			adj. for PP23 meals	-317.79	-19,628.60
Check	11/17/2015	8175	Carson City	Reimb. for Oct. payroll #21 & #22	37,986.40	18,357.80
Gener...	11/20/2015			11/20 BH,EJ,TL,DN,CW	-18,793.06	-435.26
Total 3307-00 - CC Payroll Due					-435.26	-435.26
5008-00 - Alpine Co. Joint Powers contrib						
Deposit	11/23/2015	251268	Alpine County	FY 2015-16	-9,000.00	-9,000.00
Total 5008-00 - Alpine Co. Joint Powers contrib					-9,000.00	-9,000.00
5011-00 - Douglas County Ad Valorem						
Deposit	11/9/2015	641499	Douglas County	Oct.	-82,804.60	-82,804.60
Total 5011-00 - Douglas County Ad Valorem					-82,804.60	-82,804.60
5012-00 - Carson City Ad Valorem						
Deposit	11/23/2015	354528	Carson City	Oct.	-51,903.57	-51,903.57
Total 5012-00 - Carson City Ad Valorem					-51,903.57	-51,903.57
5025-00 - Int. Inc.-US Bank CD						
Deposit	11/4/2015			Interest	-105.72	-105.72

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Accrual Basis

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Transaction Detail by Account

November 2015

Type	Date	Num	Name	Memo	Amount	Balance
Total 5025-00 · Int. Inc.-US Bank CD					-105.72	-105.72
5031-00 · Interest Income-LGIP Reg.						
Deposit	11/30/2015			Interest	-9.95	-9.95
Total 5031-00 · Interest Income-LGIP Reg.					-9.95	-9.95
5044-00 · Int-1st Independent Bk of NV CD						
Deposit	11/14/2015			Interest	-94.41	-94.41
Total 5044-00 · Int-1st Independent Bk of NV CD					-94.41	-94.41
5045-00 · Interest Income-B of A Savings						
Deposit	11/30/2015			Interest	-5.90	-5.90
Total 5045-00 · Interest Income-B of A Savings					-5.90	-5.90
5050-00 · Watershed Coordinator						
5050-10 · NDEP Watershed Coord. 2015-18						
Deposit	11/18/2015	9721...	NV Div. of Environmental Protection	Inv. #3-15-014	-7,210.95	-7,210.95
Total 5050-10 · NDEP Watershed Coord. 2015-18					-7,210.95	-7,210.95
Total 5050-00 · Watershed Coordinator					-7,210.95	-7,210.95
5058-00 · 208 Water Quality Plan						
5058-03 · NDEP 208 LID Grant- 2013-15						
Deposit	11/6/2015	9715...	NV Div. of Environmental Protection	Inv. #8 14-013, July-Oct. 2015	-4,091.56	-4,091.56
Total 5058-03 · NDEP 208 LID Grant- 2013-15					-4,091.56	-4,091.56
Total 5058-00 · 208 Water Quality Plan					-4,091.56	-4,091.56
5063-00 · Environmental Education Program						
5063-04 · NDEP-Env.Ed.Coord.2015-17						
Deposit	11/24/2015	9725...	NV Div. of Environmental Protection	July-Sept.	-10,439.99	-10,439.99
Total 5063-04 · NDEP-Env.Ed.Coord 2015-17					-10,439.99	-10,439.99
Total 5063-00 · Environmental Education Program					-10,439.99	-10,439.99
5077-00 · CR Conservation Tours						
5077-03 · NDEP Conserv Tour Grant 2012-14						
Deposit	11/23/2015	9723...	NV Div. of Environmental Protection	July-Sept.	-2,157.08	-2,157.08
Total 5077-03 · NDEP Conserv Tour Grant 2012-14					-2,157.08	-2,157.08
Total 5077-00 · CR Conservation Tours					-2,157.08	-2,157.08
5090-00 · NDEP-Watershed Literacy Grant						
Deposit	11/16/2015	9719...	NV Div. of Environmental Protection	Inv #7	-3,796.90	-3,796.90
Total 5090-00 · NDEP-Watershed Literacy Grant					-3,796.90	-3,796.90
5091-00 · Rec.Trails Signage-Motorized						
Deposit	11/5/2015	9714...	NV Div. of State Parks	inv. #6	-1,548.00	-1,548.00
Total 5091-00 · Rec.Trails Signage-Motorized					-1,548.00	-1,548.00
5092-00 · FEMA - MAS #5						
Deposit	11/10/2015		FEMA	Draw @10	-18,901.77	-18,901.77
Total 5092-00 · FEMA - MAS #5					-18,901.77	-18,901.77
7015-00 · Salaries & Wages						
Gener...	11/6/2015			11/6 B.Hunt	2,390.33	2,390.33
Gener...	11/6/2015			11/6 E. James	4,835.89	7,226.22
Gener...	11/6/2015			Oct.- D. Johnson	108.89	7,335.11
Gener...	11/6/2015			11/6 T. Leffler	2,298.30	9,633.41
Gener...	11/6/2015			11/6 D.Neddenriep	1,362.96	10,996.37
Gener...	11/6/2015			11/6 C.Walker	2,164.33	13,160.70
Gener...	11/6/2015			adj. for PP23 meals	144.45	13,305.15
Gener...	11/20/2015			11/20 B.Hunt	2,745.99	16,051.14
Gener...	11/20/2015			11/20 E. James	4,807.00	20,858.14
Gener...	11/20/2015			11/20 T. Leffler	2,269.43	23,127.57
Gener...	11/20/2015			11/20 D.Neddenriep	1,334.08	24,461.65
Gener...	11/20/2015			11/20 C.Walker	2,087.63	26,549.28
Total 7015-00 · Salaries & Wages					26,549.28	26,549.28
7020-00 · Employee Benefits						
Gener...	11/6/2015			11/6 B.Hunt	741.54	741.54
Gener...	11/6/2015			11/6 E. James	2,153.87	2,895.41
Gener...	11/6/2015			Oct.- D. Johnson	1.58	2,896.99
Gener...	11/6/2015			11/6 T. Leffler	1,033.82	3,930.81
Gener...	11/6/2015			11/6 D.Neddenriep	986.95	4,917.76
Gener...	11/6/2015			11/6 C.Walker	315.63	5,233.39
Gener...	11/20/2015			11/20 B.Hunt	784.74	6,018.13
Gener...	11/20/2015			11/20 E. James	2,153.45	8,171.58
Gener...	11/20/2015			11/20 T. Leffler	1,033.41	9,204.99
Gener...	11/20/2015			11/20 D.Neddenriep	986.53	10,191.52
Gener...	11/20/2015			11/20 C.Walker	307.59	10,499.11
Total 7020-00 · Employee Benefits					10,499.11	10,499.11
7101-00 · Director's Fees						
7101-01 · Director Benefits						
Gener...	11/6/2015			Oct.- K.Abowd	1.58	1.58
Gener...	11/6/2015			Oct.- D.Frensdorff	1.58	3.16
Gener...	11/6/2015			Oct.- M.Rawson	1.58	4.74
Gener...	11/6/2015			Oct.- C.Roberts	1.16	5.90
Gener...	11/6/2015			Oct.- E.Schank	1.58	7.48

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Accrual Basis

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Transaction Detail by Account

November 2015

Type	Date	Num	Name	Memo	Amount	Balance
Gener...	11/6/2015			Oct.- F. Stodieck	1.58	9.06
Total 7101-01 · Director Benefits					9.06	9.06
7101-00 · Director's Fees - Other						
Gener...	11/6/2015			Oct.- K.Abowd	108.89	108.89
Gener...	11/6/2015			Oct.- D.Frensdorff	108.89	217.78
Gener...	11/6/2015			Oct.- M.Rawson	108.89	326.67
Gener...	11/6/2015			Oct.- C.Roberts	80.00	406.67
Gener...	11/6/2015			Oct.- E.Schank	108.89	515.56
Gener...	11/6/2015			Oct.- F.Stodieck	108.89	624.45
Gener...	11/6/2015			adj. for PP23 meals	173.34	797.79
Total 7101-00 · Director's Fees - Other					797.79	797.79
Total 7101-00 · Director's Fees					806.85	806.85
7103-00 · Office Supplies						
Check	11/3/2015	8163	Nevada Secretary of State	Notary application for Toni M. Leffler	35.00	35.00
Check	11/17/2015	8174	MyOfficeProducts	Nov. office supplies	200.79	235.79
Gener...	11/23/2015			Oct.-Nov. petty cash reimb.	31.01	266.80
Check	11/23/2015	8182	Bank of America	Carson Highlands-storage unit	35.00	301.80
Check	11/23/2015	8182	Bank of America	DRI Trend Micro-computer security	71.95	373.75
Gener...	11/30/2015			Nov. copies reimb. by grants	-230.27	143.48
Check	11/30/2015	8186	Konica Minolta Business Solutions USA Inc	10/23/15 - 11/22/15 copies	421.79	565.27
Total 7103-00 · Office Supplies					565.27	565.27
7104-00 · Postage						
Gener...	11/23/2015			Oct.-Nov. petty cash reimb.	73.44	73.44
Total 7104-00 · Postage					73.44	73.44
7105-00 · Rent						
Check	11/2/2015	8158	Euronev, Ltd	Nov. rent 777 E. Wm. St., #102, #103, #110 & #110A	2,169.34	2,169.34
Total 7105-00 · Rent					2,169.34	2,169.34
7106-00 · Telephone/Internet						
Check	11/6/2015	8167	AT&T	11/1-30/15 phones & UM	172.32	172.32
Check	11/20/2015	8177	Charter Communications	Charter installation	103.95	276.27
Check	11/23/2015	8182	Bank of America	Hot Spot Broadband-internet	105.00	381.27
Total 7106-00 · Telephone/Internet					381.27	381.27
7107-00 · Travel-transport/meals/lodging						
7107-01 · Car Allowance						
Gener...	11/6/2015			11/6 E.James	283.21	283.21
Gener...	11/20/2015			11/20 E.James	283.21	566.42
Total 7107-01 · Car Allowance					566.42	566.42
7107-00 · Travel-transport/meals/lodging - Other						
Check	11/20/2015	8178	Donald Frensdorff	11/18 Bd.mtg.-19.22 mi. (CC NACO)	19.22	19.22
Check	11/20/2015	8179	Ernest Schank	11/18 Bd.mtg.-128.33 mi. (CC NACO)	74.08	93.30
Check	11/20/2015	8180	Fred Stodieck	11/18 Bd.mtg.-32.8 mi. (CC NACO)	18.86	112.16
Gener...	11/23/2015			Oct.-Nov. petty cash reimb	-25.00	87.16
Total 7107-00 · Travel-transport/meals/lodging - Other					87.16	87.16
Total 7107-00 · Travel-transport/meals/lodging					653.58	653.58
7108-00 · Dues & Publications						
Check	11/23/2015	8182	Bank of America	Gazette Journal-subscr.	32.01	32.01
Total 7108-00 · Dues & Publications					32.01	32.01
7114-00 · Outside Professional Services						
Check	11/30/2015	8187	DeBug Computer, Inc.	11/17/15 computer services	95.00	95.00
Total 7114-00 · Outside Professional Services					95.00	95.00
7115-00 · Accounting						
Check	11/6/2015	8166	Kohn & Company	10/16-31/15 audit services	2,500.00	2,500.00
Total 7115-00 · Accounting					2,500.00	2,500.00
7116-00 · Legal						
Check	11/6/2015	8164	Law Office of George N. Benesch	Oct. legal services	3,387.33	3,387.33
Total 7116-00 · Legal					3,387.33	3,387.33
7117-00 · Lost Lakes Expenses						
Check	11/2/2015	8159	Sam Berkowitz	10/14-22/14 work @ Lost Lakes	84.00	84.00
Check	11/2/2015	8160	Carson Valley Conservation District	10/14-22/14 work @ Lost Lakes	410.00	494.00
Check	11/6/2015	8165	State Board of Equalization	7/1/15-6/30/16 water rights fee,Acct.#WR EF 094-000939	160.16	654.16
Check	11/6/2015	8165	State Board of Equalization	7/1/15-6/30/16 water rights fee,Accl.#WR EF 094-018862	152.38	806.54
Check	11/6/2015	8168	Odyssey Associates	10/14 & 10/22 Lost Lks.repair crew	1,109.39	1,915.93
Total 7117-00 · Lost Lakes Expenses					1,915.93	1,915.93
7120-00 · Integrated Watershed Programs						
7120-30 · Watershed Coord.Exp. 2015-18						
Gener...	11/23/2015			Oct.-Nov. petty cash reimb.	11.17	11.17
Gener...	11/30/2015			Nov. copies	63.51	74.68
Total 7120-30 · Watershed Coord.Exp. 2015-18					74.68	74.68
Total 7120-00 · Integrated Watershed Programs					74.68	74.68
7125-00 · Environmental Ed.Coord.Exp.						
7125-02 · Env.Ed.Coord.Exp. 2015-17						
Gener...	11/30/2015			Nov. copies	82.80	82.80

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Accrual Basis

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Transaction Detail by Account

November 2015

Type	Date	Num	Name	Memo	Amount	Balance
Total 7125-02 · Env.Ed.Coord.Exp. 2015-17					82.80	82.80
Total 7125-00 · Environmental Ed.Coord.Exp.					82.80	82.80
7210-00 · CR Conservation Tours Exp.						
7210-03 · NPS Conser.Tours 2012-15						
Gener...	11/30/2015			Nov. copies	3.85	3.85
Total 7210-03 · NPS Conser.Tours 2012-15					3.85	3.85
Total 7210-00 · CR Conservation Tours Exp.					3.85	3.85
7337-00 · Carson River Restoration						
7337-03 · Dayton Valley Conserv						
Check	11/16/2015	8170	Dayton Valley Conservation District	7/1-9/30/15 river projects/gen.operating	18,037.23	18,037.23
Total 7337-03 · Dayton Valley Conserv					18,037.23	18,037.23
Total 7337-00 · Carson River Restoration					18,037.23	18,037.23
7420-00 · FEMA MAS #4 (Flood Map)						
7420-01 · Flood Maps-HDR						
Check	11/23/2015	8183	HDR Engineering, Inc.	7/1-10/31/15 FEMA MAS #4	3,200.64	3,200.64
Total 7420-01 · Flood Maps-HDR					3,200.64	3,200.64
7420-02 · Ordinance Review-Still Waters						
Check	11/30/2015	8185	Still Waters Consultants, LLC	Mitigation Measures Project, thru 11-29-15	6,400.00	6,400.00
Total 7420-02 · Ordinance Review-Still Waters					6,400.00	6,400.00
7420-00 · FEMA MAS #4 (Flood Map) - Other						
Gener...	11/23/2015			Oct -Nov, petty cash reimb.	2.69	2.69
Gener...	11/30/2015			Nov. copies	42.09	44.78
Total 7420-00 · FEMA MAS #4 (Flood Map) - Other					44.78	44.78
Total 7420-00 · FEMA MAS #4 (Flood Map)					9,645.42	9,645.42
7424-00 · NDEP-Watershed Literacy Gr.Exp.						
Gener...	11/30/2015			Nov. copies	4.92	4.92
Total 7424-00 · NDEP-Watershed Literacy Gr Exp.					4.92	4.92
7426-00 · FEMA MAS #5-Charter/Map/Model						
7426-01 · Alpine View Est.-Kimley Horn						
Check	11/18/2015	8176	Kimley-Horn & Associates, Inc.	Alpine Est. study thru 10/31/15	3,290.00	3,290.00
Total 7426-01 · Alpine View Est.-Kimley Horn					3,290.00	3,290.00
7426-03 · Eagle Valley-Michael Baker						
Check	11/16/2015	8169	Michael Baker International, Inc.	Services through 11/1/15	6,392.00	6,392.00
Total 7426-03 · Eagle Valley-Michael Baker					6,392.00	6,392.00
7426-05 · Inundation Flood Map-HDR						
Check	11/23/2015	8184	HDR Engineering, Inc.	9/15-10-31/15 FEMA MAS #5-Inundation Flood Map	2,391.55	2,391.55
Total 7426-05 · Inundation Flood Map-HDR					2,391.55	2,391.55
7426-06 · Public Flood Awareness						
Check	11/2/2015	8161	Clear Channel Outdoor	3 digital signs for Flood Awareness Week	2,800.00	2,800.00
Check	11/16/2015	8171	KREN-TV	Spanish FAW commercials	500.00	3,300.00
Check	11/16/2015	8172	KRNV-FM	Spanish FAW commercials	485.00	3,785.00
Check	11/17/2015	8173	Sierra Nevada Media Group	Flood Awareness Week ad	484.00	4,269.00
Check	11/23/2015	8182	Bank of America	KNVV-TV, KRNV-FM- FAW ad	1,000.00	5,269.00
Total 7426-06 · Public Flood Awareness					5,269.00	5,269.00
7426-00 · FEMA MAS #5-Charter/Map/Model - Other						
Gener...	11/30/2015			Nov. copies	5.84	5.84
Total 7426-00 · FEMA MAS #5-Charter/Map/Model - Other					5.84	5.84
Total 7426-00 · FEMA MAS #5-Charter/Map/Model					17,348.39	17,348.39
7427-00 · FEMA MAS #6						
Gener...	11/30/2015			Nov. copies	17.34	17.34
Total 7427-00 · FEMA MAS #6					17.34	17.34
7428-00 · NDEP-VA/Rocky Bank Stab. Design						
Gener...	11/30/2015			Nov. copies	7.92	7.92
Total 7428-00 · NDEP-VA/Rocky Bank Stab. Design					7.92	7.92
7429-00 · NDEP-Wtrshd Lit.Implementation						
Gener ..	11/30/2015			Nov. copies	1.96	1.96
Total 7429-00 · NDEP-Wtrshd Lit.Implementation					1.96	1.96
7600-00 · Alpine County Projects						
7600-09 · Al.Co.-CASGEM						
Gener...	11/30/2015			Nov. copies	0.04	0.04
Total 7600-09 · Al.Co.-CASGEM					0.04	0.04
Total 7600-00 · Alpine County Projects					0.04	0.04
8002-00 · Transfer Out-Acq/Const Fund						
Gener ..	11/23/2015			FY 2015-16 budget trans. to A/C	20,000.00	20,000.00
Total 8002-00 · Transfer Out-Acq/Const Fund					20,000.00	20,000.00
TOTAL						

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CWSD PETTY CASH TRANSACTION RECORD
October-November 2015

Date	G/L No.	Description	Debits	Credits	Balance
		10/9/15 cash balance			\$100.00
10/13/15	7104-00	USPS	(\$38.08)		\$61.92
	Postage	Board packages			
10/13/15	7103-00	Smith's	(\$13.31)		\$48.61
	Office Supplies	dish soap, paper towels & Sharpies			
10/20/15	7120-30	Smith's	(\$11.17)		\$37.44
	Watershed Coord.	CRC meeting refreshments			
10/21/15	7107-00	from M.Rawson		\$25.00	\$62.44
	Travel	for Board dinner			
11/1/15	7426-06	Walmart	(\$2.69)		\$59.75
	FEMA MAS #5-Public Awareness	velcro for FAW poster			
11/2/15	7103-00	Smith's	(\$6.96)		\$52.79
	Office Supplies	batteries			
11/10/15	7104-00	USPS	(\$35.36)		\$17.43
	Postage	Board packages			
11/16/15	7103-00	Reilly Auto Parts	(\$2.14)		\$15.29
	Office Supplies	key ring			
11/18/15	7103-00	Lowe's	(\$8.60)		\$6.69
	Office Supplies	paper towe holder			
11/23/15	1011-00	Balance in Petty Cash		\$93.31	\$100.00
	Petty Cash				

Date: 11/23/15

Prepared by:

Janie Keppeler

Approved by:

Edwin James

*del. 11-23-15
ck. #8181*

Telephone
[775) 827-3100

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

Fax
(775) 827-3020

Tax I.D. #88-0329442

Invoice submitted to:

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

November 02, 2015

In Reference To: General

Invoice # 14768

	<u>Hours</u>	<u>Amount</u>
For professional services rendered	0.00	\$3,333.33
Additional Charges :		
<u>October 2015</u>		
10/21/2015 Mileage charge for trip to Minden for Board meeting.		54.00
SUBTOTAL:	[54.00]
Total additional charges		\$54.00
Total amount of this bill		\$3,387.33
For Legal Services Rendered		
Previous balance		\$3,351.33
Accounts receivable transactions		
10/16/2015 Payment - thank you. Check No. 8136		(\$3,351.33)
Total payments and adjustments		(\$3,351.33)
Balance due		<u>\$3,387.33</u>

#7116-00 Legal

OK to pay
Edwain James
11-5-15

pd. 11/6/15
c.k. #8164

AGENDA ITEM #10

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: DECEMBER 16, 2015

SUBJECT: Agenda Item #10 - Discussion for possible action regarding the Ramsey Canyon Mapping Project proposal by R.O. Anderson Engineering, Inc.

DISCUSSION: At the November 18, 2015, Board meeting, staff requested authorization to sign an agreement with R.O. Anderson Engineering, Inc. to conduct the aerial mapping for the Ramsey Canyon drainage. The Board did authorize the General Manager to sign the agreement but requested that the agreement be brought back to the Board. Attached is the agreement with R.O. Anderson to conduct the aerial mapping for the Ramsey Canyon drainage. The total cost of the project is \$27,250 which is within the budget allocated in the funding from FEMA MAS # 6.

STAFF RECOMMENDATION: Receive and file.

November 24, 2015

Via Email and USPS

Edwin James, P.E.
CARSON WATER SUBCONSERVANCY DISTRICT
777 East Williams Drive, Suite 110A
Carson City, Nevada 89702

**Ramsey Canyon Mapping Project: Lyon County, Nevada
Fixed Fee Proposal**

Dear Ed:

Thank you again for the opportunity to present this proposal to complete the aerial topographic mapping of the lower limits of the Ramsey Canyon area in Lyon County. From our discussions, we understand that this topographic data will be used to supplement existing topographic data in this area to support a flood study being undertaken by Kinley-Horn Associates. Representatives of Kinley Horn provided the attached sheet which delineates the proposed limits of the topographic needs.

Our proposed scope of services for accomplishing these services to FEMA Mapping Partner standards is set forward in the following paragraphs.

Task 1: Establish Aerial Control and Place Panels \$6,250

R.O. Anderson Engineering, Inc. (ROA) personnel will perform the requisite field surveying services to establish the horizontal and vertical control to complete the aerial survey. The field surveying will established the necessary control points on the same horizontal control network used when we developed the Carson River surveys previously prepared for the District. The vertical datum will be North American Vertical Datum, 1988, which is also consistent with the previous surveys for the District. 30 horizontal and vertical control points will be set within the flight zones and the computed coordinates provided to the aerial surveying company to facilitate the planimetrics mapping of the included area .

Task 2: Aerial Survey and Planimetrics Mapping \$21,000

Under this task, we will have a aerial survey completed of the project utilizing the attached flight lines to collect sufficient physical terrain data to develop the planimetrics mapping (excluding buildings) of the identified areas. The mapping will be prepared at a scale of 1"=100' with a two foot (2') contour interval.

Total Professional Services \$27,250

Deliverables: The deliverables for this assignment will include:

S:\PROPOSALS\Survey\Aerial Survey\CWSD - Ramsey Canyon Topography.docx

Mr. Edwin James, P.E.
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- a. Horizontal and vertical control survey with aerial targets
- b. 1"=600' Color Aerial Photograph of the project area;
- c. Planimetric mapping at 1"=100' with two-foot contour interval delivered electronically in a file format compatible with AutoCAD current version.
- d. Color Orthophotos with 0.5' pixel size

Timing: We are prepared to proceed with these services immediately and, depending on weather conditions, expect to complete the field surveying with 10 days of authorization to proceed. The topographic mapping will be ready for delivery within 30 days of completing the flight, which is, again, weather dependent.

Payment Terms: Billing for services will occur on a monthly basis as a percentage of work complete.

Please review this letter and the attached Terms of Service and Agreement carefully. Should you have any questions or concerns after reviewing these documents, please contact me. Upon your approval, please sign your acknowledgement and acceptance at the bottom of this letter, and initial the Terms of Service and Agreement in the space provided on the last page. After receiving executed copies of these documents, we will initiate our efforts.

Again, we appreciate your confidence and opportunity to assist you with this important assignment.

Yours faithfully,

R.O. ANDERSON ENGINEERING, INC.



Robert O. Anderson, PE, CFM, WRS
President / Principal Engineer

Attachments

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Mr. Edwin James, P.E.
November 24, 2015
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ACKNOWLEDGED AND ACCEPTED:

CARSON WATER SUBCONSERVANCY DISTRICT

By: Edwin James, PE

Date

R.O. ANDERSON ENGINEERING, INC. (CONSULTANT)
TERMS OF SERVICE AND AGREEMENT
FOR
PROFESSIONAL SERVICES

ARTICLE 1 - SERVICES OF CONSULTANT

1.01 Scope

- A. CONSULTANT shall provide the Basic and Additional Services set forth herein and described more fully in the scope of services or within the engagement letter.
- B. Upon this Agreement becoming effective, CONSULTANT is authorized to begin Basic Services.

ARTICLE 2 - CUSTOMER'S RESPONSIBILITIES

2.01 General

CUSTOMER shall have the responsibilities set forth herein;

- A. Provide all criteria and full information as to CUSTOMER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CUSTOMER will require to be included in the Drawings and Specifications.
- B. Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- C. Furnish to CONSULTANT, as required for performance of CONSULTANT's basic services, the following:
 - 1. Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;
 - 2. Appropriate professional interpretations of all of the foregoing;
 - 3. Environmental assessment and impact statements, if required by any governmental authority;
 - 4. Previous property, boundary, easement, right-of-way, topographic and utility surveys;
 - 5. Property descriptions;
 - 6. Zoning, deed and other land use restrictions; and,
 - 7. Other special data or consultations not covered in Section 2;All of which CONSULTANT may use and rely upon in performing services under this AGREEMENT.
- D. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this AGREEMENT.
- E. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as CUSTOMER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- F. Furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.
- G. Give prompt written notice to CONSULTANT whenever CUSTOMER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or nonconformance in the work of any Contractor.
- H. Bears all costs incident to compliance with the requirements of Article 2.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

- A. CONSULTANT's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified, CONSULTANT's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of CONSULTANT, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CUSTOMER has requested changes in the scope, extent, or character of the Project, the time of performance of and compensation for CONSULTANT's services shall be adjusted equitably.

3.02 Suspension

- A. If CUSTOMER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if CONSULTANT's services are delayed through no fault of CONSULTANT, CONSULTANT may suspend services after giving seven days written notice to CUSTOMER.

ARTICLE 4 - PAYMENTS TO CONSULTANT

4.01 Methods of Payment for Services

- A. CUSTOMER shall pay CONSULTANT for Basic Services performed or furnished, on a Fixed Price basis as stated in the engagement letter.

4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with CONSULTANT's standard invoicing practices and will be submitted to CUSTOMER by CONSULTANT, unless otherwise agreed. The amount billed in each invoice will be as listed in the engagement letter.
- B. *Payment of Invoices.* Invoices are due and payable upon receipt. If CUSTOMER fails to make any payment due CONSULTANT for services and expenses within 30 days after receipt of CONSULTANT's invoice therefore, the amounts due CONSULTANT will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, CONSULTANT may, after giving seven days written notice to CUSTOMER, suspend services under this Agreement until

CONSULTANT has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. Payments Upon Termination.

1. In the event of any termination under paragraph 6.06, CONSULTANT will be entitled to invoice CUSTOMER and will be paid for all services performed or furnished through the effective date of termination.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. CONSULTANT's opinions of probable Construction Costs provided for herein are to be made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's best judgment as an experienced and qualified professional generally familiar with the industry. However, since CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, CONSULTANT cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by CONSULTANT. If CUSTOMER wishes greater assurance as to probable Construction Cost, CUSTOMER shall employ an independent cost estimator.

5.02 Opinions of Total Project Costs

- A. CONSULTANT assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.
- B. CONSULTANT shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CUSTOMER shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CUSTOMER-furnished information.
- C. CONSULTANT shall perform or furnish professional services in all phases of the Project to which this Agreement applies. CONSULTANT shall serve as CUSTOMER's prime professional for the Project. CONSULTANT may employ such CONSULTANT's Consultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services. CONSULTANT shall not be required to employ any CUSTOMER's Consultant unacceptable to CONSULTANT.
- D. CONSULTANT and CUSTOMER shall comply with applicable Laws or Regulations and CUSTOMER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CUSTOMER's responsibilities or to CONSULTANT's scope of services, times of performance, or compensation.
- E. CUSTOMER shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CUSTOMER to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CUSTOMER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of CONSULTANT.
- G. During the Construction Phase, if any, CONSULTANT shall not supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- H. CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- I. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, Latest Edition) unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

- A. Contemporaneous with the execution of this Agreement, CONSULTANT and CUSTOMER shall designate specific individuals to act as CONSULTANT's and CUSTOMER's representatives with respect to the services to be performed or furnished by CONSULTANT and responsibilities of CUSTOMER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

- A. It is understood and agreed that if CONSULTANT's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CUSTOMER, then CUSTOMER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the CONSULTANT that may be in any way connected thereto.

6.04 Use of Documents

- A. All Documents are instruments of service in respect to this Project, and CONSULTANT shall retain an ownership and property interest therein (including the right of reuse at the discretion of the CONSULTANT) whether or not the Project is completed.
- B. Copies of OWNER-furnished data that may be relied upon by CONSULTANT are limited to the printed copies (also known as hard copies) that are delivered to the CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by CUSTOMER to CONSULTANT are only for convenience of CONSULTANT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

- C. Copies of Documents that may be relied upon by CUSTOMER are limited to the printed copies (also known as hard copies) that are signed or sealed by the CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by CONSULTANT to CUSTOMER are only for convenience of CUSTOMER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- D. When transferring documents in electronic media format, CONSULTANT makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software packages, operating systems, or computer hardware differing from those used by CONSULTANT at the beginning of this Project.
- E. CUSTOMER may make and retain copies of Documents for information and reference in connection with use on the Project by CUSTOMER. Such Documents are not intended or represented to be suitable for reuse by CUSTOMER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaption by CONSULTANT, as appropriate for the specific purpose intended, will be at CUSTOMER's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's Consultants. CUSTOMER shall indemnify and hold harmless CONSULTANT and CONSULTANT's Consultants from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.
- F. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- G. Any verification or adaption of the Documents for extensions of the Project or for any other project will entitle CONSULTANT to further compensation at rates to be agreed upon by CUSTOMER and CONSULTANT.

6.05 Insurance

- A. CONSULTANT shall procure and maintain professional liability insurance with an aggregate limit of \$1,000,000.
- B. CUSTOMER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause CONSULTANT and CONSULTANT's Consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- C. At any time, CUSTOMER may request that CONSULTANT, at CUSTOMER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those otherwise provided. If so requested by CUSTOMER, with the concurrence of CONSULTANT, and if commercially available, CONSULTANT shall obtain and shall require CONSULTANT's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CUSTOMER.

6.06 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. *For cause,*
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By CONSULTANT:
 - 1) upon seven days written notice if CONSULTANT believes that CONSULTANT is being requested by CUSTOMER to furnish or perform services contrary to CONSULTANT's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the CONSULTANT's services for the Project are delayed or suspended for more than 90 days for reasons beyond CONSULTANT's control.
 - 3) CONSULTANT shall have no liability to CUSTOMER on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

6.07 Controlling Law

- A. This Agreement is to be governed by the laws of the state of Nevada.

6.08 Successors, Assigns, and Beneficiaries

- A. CUSTOMER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of CUSTOMER and CONSULTANT (and to the extent permitted by paragraph 6.08.B the assigns of CUSTOMER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither CUSTOMER nor CONSULTANT may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CUSTOMER or CONSULTANT to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

6.09 Dispute Resolution

- A. CUSTOMER and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 45 days from the date of notice prior to exercising their rights under other provisions of this Agreement, or under law. In the absence of such an agreement, the parties agree to submit the matter to confidential non-binding mediation. If such mediation efforts are not successful, the parties agree to submit the dispute to confidential binding arbitration. The Federal Arbitration Act shall then govern this arbitration clause and any and all related court proceeding(s) shall be sealed.
- B. *Attorney's Fees and Costs:* The prevailing party in such a dispute shall be awarded all costs and attorney's fees incurred through all appeals and enforcement of judgment or award, including, without limitation, all costs and attorney's fees in related contempt proceedings, garnishments, execution, levy, debtor and third-party examinations, bankruptcy litigation and discovery, whether before, after or during any trial.

6.10 Hazardous Environmental Condition

- A. CUSTOMER represents to CONSULTANT that to the best of its knowledge a Hazardous Environmental Condition does not exist.
- B. CUSTOMER has disclosed to the best of its knowledge to CONSULTANT the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.
- C. CUSTOMER acknowledges that CONSULTANT is performing professional services for CUSTOMER and that CONSULTANT is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with CONSULTANT's activities under this Agreement.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CUSTOMER, CUSTOMER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, and CONSULTANT's Consultants in the performance and furnishing of CONSULTANT's services under this Agreement.
2. To the fullest extent permitted by law, CUSTOMER shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees, and CONSULTANT's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CUSTOMER or CUSTOMER's officers, directors, partners, employees, and CUSTOMER's consultants with respect to this Agreement or the Project.
3. To the fullest extent permitted by law, CONSULTANT's total liability to CUSTOMER and anyone claiming by, through, or under CUSTOMER for any cost, loss, or damages caused in part by the negligence of CONSULTANT and in part by the negligence of CUSTOMER or any other negligent entity or individual, shall not exceed the percentage share that CONSULTANT's negligence bears to the total negligence of CUSTOMER, CONSULTANT, and all other negligent entities and individuals.

6.12 Notices

- A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CUSTOMER and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ARTICLE 7 - EXHIBITS AND SPECIAL PROVISIONS

7.01 Exhibits Included

- A. CONSULTANT's engagement letter.

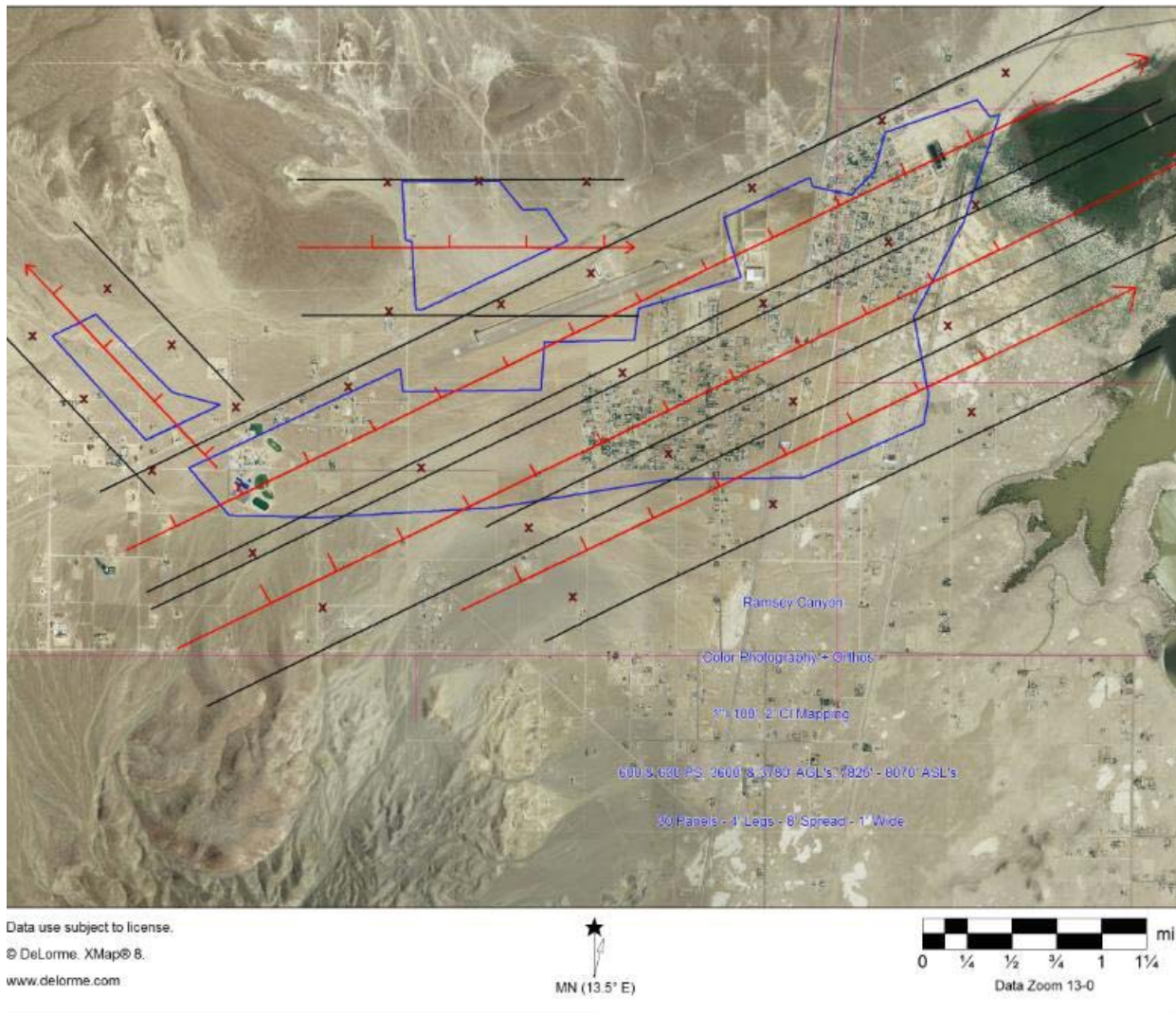
7.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 4, inclusive, together with the Exhibits (identified above) constitutes the entire agreement between CUSTOMER and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Read and Acknowledged:

Initial CONSULTANT: *LOH* CUSTOMER: _____

FLIGHT LINE AND CONTROL DIAGRAM



Map Scale: 1"=100'
 Contour Interval: 2-Foot
 Film Type: Color
 Photo Scale: 1"=600'

Blue: Mapping Limits
 Black: Photo Coverage
 Red X's: Panel Locations (30)

AGENDA ITEM #11

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: DECEMBER 16, 2015

SUBJECT: Agenda Item #11 - Discussion for possible action regarding authorizing the General Manager to sign an agreement with R.O. Anderson Engineering, Inc. to conduct a flood control study for the Stephanie Lane drainage area.

DISCUSSION: Earlier this year CWSD submitted a funding request to FEMA to conduct several flood studies and projects in the Carson River Watershed. One of the proposed projects was a request to evaluate various flood control options for the Stephanie Lane drainage area. In October CWSD received notice that the funding request was approved by FEMA.

After discussion, it was Douglas County staff's recommendation that CWSD contract with R.O. Anderson Engineering, Inc. to do the study since they have extensive knowledge of the area. Attached is the proposed Scope of Work and agreement from R.O. Anderson. The proposed cost of the study is \$55,000, and the funds will come from FEMA MAS #6. Staff is requesting authorization to sign an agreement with R.O. Anderson Engineering to conduct the flood control study for the Stephanie Lane drainage area.

STAFF RECOMMENDATION: Authorize the General Manager to sign an agreement with R.O. Anderson Engineering, Inc. to conduct a flood control study for the Stephanie Lane drainage area.

November 24, 2015

Via Email and USPS

Edwin James, P.E.
CARSON WATER SUBCONSERVANCY DISTRICT
777 East Williams Drive, Suite 110A
Carson City, Nevada 89702

Stephanie Way Flood Control Project: Feasibility Engineering Study Douglas County, Nevada Scope of Services

Dear Ed:

Thank you for the opportunity to present this proposal for a feasibility-level engineering study to examine alternatives to minimize recurring flood-related damage in a portion of what is known as the Johnson Lane community of Douglas County. The project area is defined as the relatively small, unmapped watershed located immediately easterly of the east end of Stephanie Way, inclusive of the power substation in this area.

The contributing watershed of this project area is about one square mile situated between the Buckbrush Wash and Johnson Lane Wash watersheds. The most recent Flood Insurance Rate Maps (FIRMs) issued by the Federal Emergency Management Agency (FEMA), dated January 20, 2010, designate the project area as generally being within shaded Zone 'X' (0.2-percent annual chance flood), and unshaded Zone 'X' (area of minimal flood hazard). These designations suggest that the flooding potential is generally expected to be low to moderate. However, this neighborhood has experienced repetitive flooding and heavy sediment deposition in the past. The more recent floods of 2014 and 2015 resulted in considerable damage to the residential properties and public infrastructure in this area, which has been attributed to this watershed. We understand that Douglas County incurred more than \$2.3 million in cleanup costs resulting from flood-related damages from the most recent 2015 flash floods in Johnson Lane and Stephanie Way areas alone. Consequently, Douglas County has partnered with the Carson Water Subconservancy District (CWSD) to explore the feasibility of constructing a flood control facility on BLM property east of Romeo Drive to alleviate flood-induced recurring damages in this neighborhood.

Our proposed scope of services for completing the subject feasibility investigation is described in the following paragraphs.

Professional Services

S:\PROPOSALS\Hydrology & Hydraulics\Stephanie_Way_Flood_Control_Reservoir\Stephanie_Way_Flood_Control_Project_Proposal.docx

Mr. Edwin James, P.E.
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Page 2 of 4

Four broad groups of tasks are required to complete the proposed feasibility-level engineering study:

**Task 1: Develop Basic Information and
Assimilate Topographic Data \$7,500**

R.O. Anderson Engineering, Inc. (ROA) personnel will review existing hydrologic and hydraulic studies performed to date by others and incorporate their findings in our studies as applicable and appropriate. The 2004 LiDAR data set covers most of the watershed and downstream neighborhood areas. In areas where detailed LiDAR data is not available, such as the eastern edge of the contributing watershed, topographic data will be extracted from 10-meter Digital Elevation Models (DEM) available from the U.S. Geological Survey (USGS) National Map. In addition, we will also conduct detailed topographical field surveys to establish horizontal and vertical control points; pick up several spot elevations near the mouth of the watershed and at critical locations downstream along the watercourse, and survey several cross sections of channels and ditches as necessary. The topographic data collected from these sources will then be compiled to develop a base map of the area. This data will then be used to prepare a series of work maps that will be incorporated into the hydrologic and hydraulic analyses.

Task 2: Hydrologic and Hydraulic Analyses \$25,000

The topographic data assimilated under Task 1 will be used to build a Digital Terrain Model (DTM) of the watershed, and required hydrologic modeling parameters will be extracted using ArcHydro and HEC-GeoRAS tools within the ArcGIS environment. The resulting model of the watershed will be imported into HEC-HMS and refinements to the model will be performed as necessary. The precipitation data will be obtained from the National Oceanic and Atmospheric Administration (NOAA) website, and a meteorologic model will be built. The resulting hydrologic model will be executed to obtain runoff peak flows and volumes for 2-, 10-, 25-, 100-, 500-year, and ½ Probable Maximum Precipitation (PMP) return period events. A reservoir element will be added to the HEC-HMS model to represent the expected flood control basin. The stage-storage characteristics of the proposed facility will be extracted from CAD analyses, and inserted into the HEC-HMS model. The outlet configuration, if any, of the proposed facility will be iteratively modelled such that the outflow from the facility is generally contained within the downstream conveyance channels.

The peak discharges from the proposed flood control facility, if any, will be used as an input for the HEC-RAS analysis of the area to a point sufficiently downstream from the proposed facility. Topographic data prepared as part of Task 1 will be used to construct cross sections for HEC-RAS modeling and subsequent delineation of floodplain extents.

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Page 3 of 4

The purpose of the hydraulic analysis is to ensure that the outflow from the proposed flood control facility is generally contained within the downstream conveyance channels.

Task 3: Conceptual Improvement Drawings and Benefit Cost Analysis (BCA) \$15,000

Based on the hydrologic and hydraulic modeling results, extents of the proposed flood control facility, primary and secondary (emergency) outlet spillway structures, and other pertinent components of this facility such as a downstream energy dissipator will be designed, and a conceptual set of improvement drawings will be prepared. An engineer's preliminary estimate of probable project costs will be prepared for the contemplated improvements. Using this data, we will prepare and present a Benefit Cost Analysis (BCA) using FEMA accepted software and data available from Douglas County.

Task 4: Reports and Meetings \$7,500

A draft report summarizing the results of the hydrologic and hydraulic modeling and analyses, including supporting documentation; conceptual improvement drawings, the engineer's estimate of probable project costs and BCA will be submitted to CWSD and Douglas County for review. Based upon the review comments received from the CWSD and Douglas County, necessary changes to the draft report will be made and a final report will be issued. In addition, ROA personnel will be available to attend up to two separate public meetings when flood mitigation improvements to this watershed are being discussed or considered.

Total Professional Services \$55,000

Deliverables: The principal deliverable will be a written report. The report will contain the above-described hydrologic and hydraulic models; the conceptual improvement plans of the recommended flood control improvements; and, the engineer's estimate of probable project cost for constructing the proposed flood control facility. Data developed for the project will be attached to the report in digital form. The report together with the digital files (PDF or HEC-HMS and HEC-RAS file format) will constitute a complete package.

Timing: We are prepared to proceed with these services immediately, and expect to submit a draft report containing our findings and recommendations within 12 weeks from receipt of authorization to proceed. At that time we anticipate that CWSD and Douglas County personnel will require about 30 days for review and comment on the

Mr. Edwin James, P.E.
November 24, 2015
Page 4 of 4

draft report Final deliverables will be delivered to CWSD within 30 days of receipt of review comments.

Payment Terms: Billing for services will occur on a monthly basis as a percentage of work complete.

Please review this letter and the attached Terms of Service and Agreement carefully. Should you have any questions or concerns after reviewing these documents, please contact either of us. Upon your approval, please sign your acknowledgement and acceptance at the bottom of this letter, and initial the Terms of Service and Agreement in the space provided on the last page. After receiving executed copies of these documents, we will initiate our efforts.

Again, we appreciate your confidence and opportunity to assist you and Douglas County develop a feasible solution to flooding of this portion of Carson Valley.

Yours faithfully,

R.O. ANDERSON ENGINEERING, INC.



Shaker Gorla, P.E., CFM
Senior Project Professional


Kent R. Neddenriep for

Robert O. Anderson, P.E., CFM, WRS
President / Principal Engineer

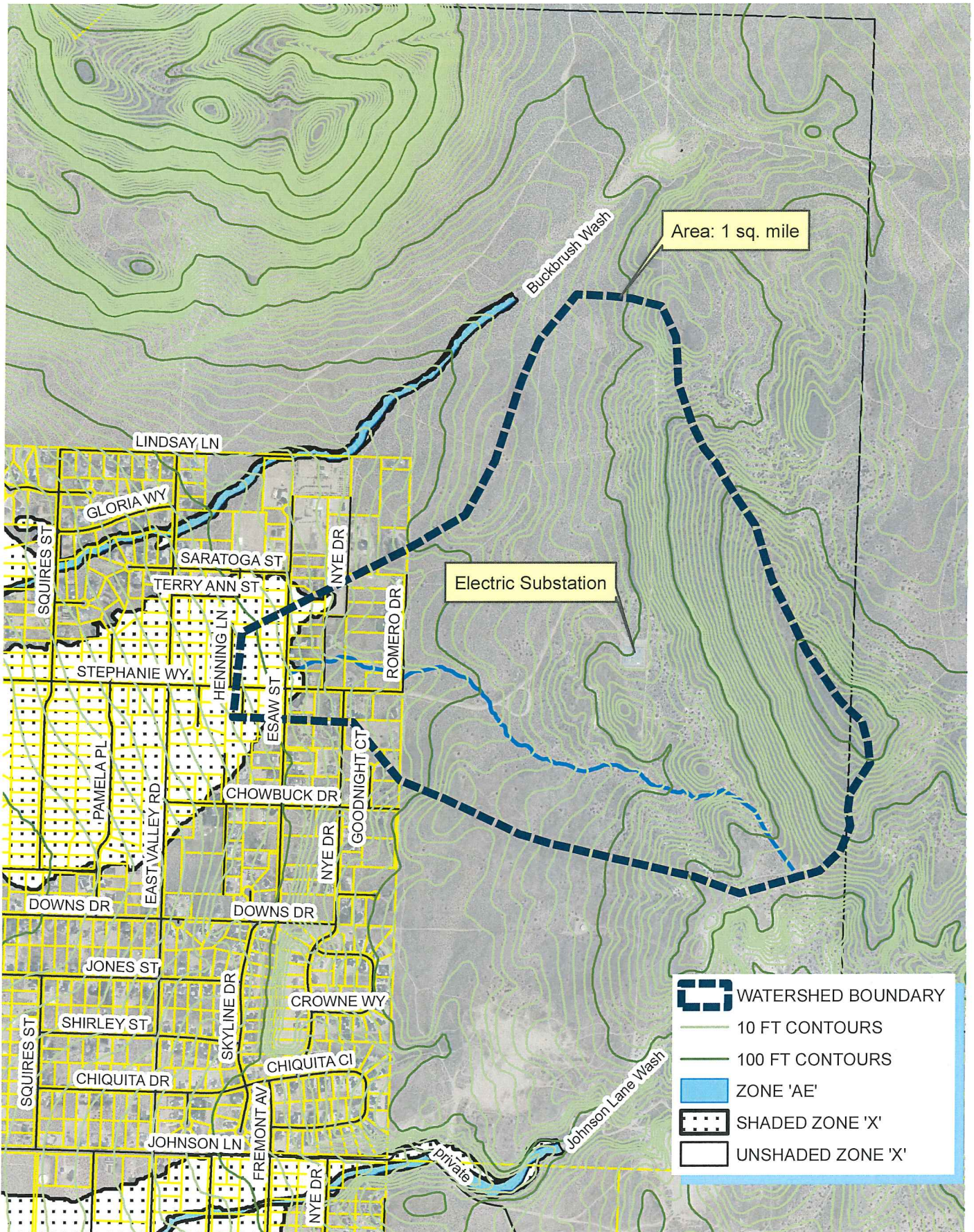
Attachments

ACKNOWLEDGED AND ACCEPTED:

CARSON WATER SUBCONSERVANCY DISTRICT

By: Edwin James, P.E.

Date





Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using FIMette - Desktop version 3.0. This map does not reflect changes or amendments which may have been made subsequent to the date on the title sheet. For more information about National Flood Insurance Program maps, visit www.floodmaps.gov.



R.O. ANDERSON ENGINEERING, INC. (CONSULTANT)
TERMS OF SERVICE AND AGREEMENT
FOR
PROFESSIONAL SERVICES

ARTICLE 1 - SERVICES OF CONSULTANT

1.01 Scope

- A. CONSULTANT shall provide the Basic and Additional Services set forth herein and described more fully in the scope of services or within the engagement letter.
- B. Upon this Agreement becoming effective, CONSULTANT is authorized to begin Basic Services.

ARTICLE 2 - CUSTOMER'S RESPONSIBILITIES

2.01 General

CUSTOMER shall have the responsibilities set forth herein;

- A. Provide all criteria and full information as to CUSTOMER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CUSTOMER will require to be included in the Drawings and Specifications.
- B. Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- C. Furnish to CONSULTANT, as required for performance of CONSULTANT's basic services, the following:
 - 1. Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;
 - 2. Appropriate professional interpretations of all of the foregoing;
 - 3. Environmental assessment and impact statements, if required by any governmental authority;
 - 4. Previous property, boundary, easement, right-of-way, topographic and utility surveys;
 - 5. Property descriptions;
 - 6. Zoning, deed and other land use restrictions; and,
 - 7. Other special data or consultations not covered in Section 2;All of which CONSULTANT may use and rely upon in performing services under this AGREEMENT.
- D. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this AGREEMENT.
- E. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as CUSTOMER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- F. Furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.
- G. Give prompt written notice to CONSULTANT whenever CUSTOMER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or nonconformance in the work of any Contractor.
- H. Bears all costs incident to compliance with the requirements of Article 2.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

- A. CONSULTANT's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified, CONSULTANT's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of CONSULTANT, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CUSTOMER has requested changes in the scope, extent, or character of the Project, the time of performance of and compensation for CONSULTANT's services shall be adjusted equitably.

3.02 Suspension

- A. If CUSTOMER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if CONSULTANT's services are delayed through no fault of CONSULTANT, CONSULTANT may suspend services after giving seven days written notice to CUSTOMER.

ARTICLE 4 - PAYMENTS TO CONSULTANT

4.01 Methods of Payment for Services

- A. CUSTOMER shall pay CONSULTANT for Basic Services performed or furnished, on a Fixed Price basis as stated in the engagement letter.

4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with CONSULTANT's standard invoicing practices and will be submitted to CUSTOMER by CONSULTANT, unless otherwise agreed. The amount billed in each invoice will be as listed in the engagement letter.
- B. *Payment of Invoices.* Invoices are due and payable upon receipt. If CUSTOMER fails to make any payment due CONSULTANT for services and expenses within 30 days after receipt of CONSULTANT's invoice therefore, the amounts due CONSULTANT will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, CONSULTANT may, after giving seven days written notice to CUSTOMER, suspend services under this Agreement until

CONSULTANT has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. **Payments Upon Termination.**

1. In the event of any termination under paragraph 6.06, CONSULTANT will be entitled to invoice CUSTOMER and will be paid for all services performed or furnished through the effective date of termination.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. CONSULTANT's opinions of probable Construction Costs provided for herein are to be made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's best judgment as an experienced and qualified professional generally familiar with the industry. However, since CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, CONSULTANT cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by CONSULTANT. If CUSTOMER wishes greater assurance as to probable Construction Cost, CUSTOMER shall employ an independent cost estimator.

5.02 Opinions of Total Project Costs

- A. CONSULTANT assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.
- B. CONSULTANT shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CUSTOMER shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CUSTOMER-furnished information.
- C. CONSULTANT shall perform or furnish professional services in all phases of the Project to which this Agreement applies. CONSULTANT shall serve as CUSTOMER's prime professional for the Project. CONSULTANT may employ such CONSULTANT's Consultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services. CONSULTANT shall not be required to employ any CUSTOMER's Consultant unacceptable to CONSULTANT.
- D. CONSULTANT and CUSTOMER shall comply with applicable Laws or Regulations and CUSTOMER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CUSTOMER's responsibilities or to CONSULTANT's scope of services, times of performance, or compensation.
- E. CUSTOMER shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CUSTOMER to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CUSTOMER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of CONSULTANT.
- G. During the Construction Phase, if any, CONSULTANT shall not supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- H. CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- I. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, Latest Edition) unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

- A. Contemporaneous with the execution of this Agreement, CONSULTANT and CUSTOMER shall designate specific individuals to act as CONSULTANT's and CUSTOMER's representatives with respect to the services to be performed or furnished by CONSULTANT and responsibilities of CUSTOMER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

- A. It is understood and agreed that if CONSULTANT's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CUSTOMER, then CUSTOMER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the CONSULTANT that may be in any way connected thereto.

6.04 Use of Documents

- A. All Documents are instruments of service in respect to this Project, and CONSULTANT shall retain an ownership and property interest therein (including the right of reuse at the discretion of the CONSULTANT) whether or not the Project is completed.
- B. Copies of OWNER-furnished data that may be relied upon by CONSULTANT are limited to the printed copies (also known as hard copies) that are delivered to the CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by CUSTOMER to CONSULTANT are only for convenience of CONSULTANT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

- C. Copies of Documents that may be relied upon by CUSTOMER are limited to the printed copies (also known as hard copies) that are signed or sealed by the CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by CONSULTANT to CUSTOMER are only for convenience of CUSTOMER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- D. When transferring documents in electronic media format, CONSULTANT makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software packages, operating systems, or computer hardware differing from those used by CONSULTANT at the beginning of this Project.
- E. CUSTOMER may make and retain copies of Documents for information and reference in connection with use on the Project by CUSTOMER. Such Documents are not intended or represented to be suitable for reuse by CUSTOMER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaption by CONSULTANT, as appropriate for the specific purpose intended, will be at CUSTOMER's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's Consultants. CUSTOMER shall indemnify and hold harmless CONSULTANT and CONSULTANT's Consultants from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.
- F. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- G. Any verification or adaption of the Documents for extensions of the Project or for any other project will entitle CONSULTANT to further compensation at rates to be agreed upon by CUSTOMER and CONSULTANT.

6.05 Insurance

- A. CONSULTANT shall procure and maintain professional liability insurance with an aggregate limit of \$1,000,000.
- B. CUSTOMER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause CONSULTANT and CONSULTANT's Consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- C. At any time, CUSTOMER may request that CONSULTANT, at CUSTOMER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those otherwise provided. If so requested by CUSTOMER, with the concurrence of CONSULTANT, and if commercially available, CONSULTANT shall obtain and shall require CONSULTANT's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CUSTOMER.

6.06 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. *For cause,*
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By CONSULTANT:
 - 1) upon seven days written notice if CONSULTANT believes that CONSULTANT is being requested by CUSTOMER to furnish or perform services contrary to CONSULTANT's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the CONSULTANT's services for the Project are delayed or suspended for more than 90 days for reasons beyond CONSULTANT's control.
 - 3) CONSULTANT shall have no liability to CUSTOMER on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

6.07 Controlling Law

- A. This Agreement is to be governed by the laws of the state of Nevada.

6.08 Successors, Assigns, and Beneficiaries

- A. CUSTOMER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of CUSTOMER and CONSULTANT (and to the extent permitted by paragraph 6.08.B the assigns of CUSTOMER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither CUSTOMER nor CONSULTANT may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CUSTOMER or CONSULTANT to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

6.09 Dispute Resolution

- A. CUSTOMER and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 45 days from the date of notice prior to exercising their rights under other provisions of this Agreement, or under law. In the absence of such an agreement, the parties agree to submit the matter to confidential non-binding mediation. If such mediation efforts are not successful, the parties agree to submit the dispute to confidential binding arbitration. The Federal Arbitration Act shall then govern this arbitration clause and any and all related court proceeding(s) shall be sealed.
- B. *Attorney's Fees and Costs:* The prevailing party in such a dispute shall be awarded all costs and attorney's fees incurred through all appeals and enforcement of judgment or award, including, without limitation, all costs and attorney's fees in related contempt proceedings, garnishments, execution, levy, debtor and third-party examinations, bankruptcy litigation and discovery, whether before, after or during any trial.

6.10 Hazardous Environmental Condition

- A. CUSTOMER represents to CONSULTANT that to the best of its knowledge a Hazardous Environmental Condition does not exist.
- B. CUSTOMER has disclosed to the best of its knowledge to CONSULTANT the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.
- C. CUSTOMER acknowledges that CONSULTANT is performing professional services for CUSTOMER and that CONSULTANT is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with CONSULTANT's activities under this Agreement.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CUSTOMER, CUSTOMER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, and CONSULTANT's Consultants in the performance and furnishing of CONSULTANT's services under this Agreement.
2. To the fullest extent permitted by law, CUSTOMER shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees, and CONSULTANT's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CUSTOMER or CUSTOMER's officers, directors, partners, employees, and CUSTOMER's consultants with respect to this Agreement or the Project.
3. To the fullest extent permitted by law, CONSULTANT's total liability to CUSTOMER and anyone claiming by, through, or under CUSTOMER for any cost, loss, or damages caused in part by the negligence of CONSULTANT and in part by the negligence of CUSTOMER or any other negligent entity or individual, shall not exceed the percentage share that CONSULTANT's negligence bears to the total negligence of CUSTOMER, CONSULTANT, and all other negligent entities and individuals.

6.12 Notices

- A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CUSTOMER and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ARTICLE 7 - EXHIBITS AND SPECIAL PROVISIONS

7.01 Exhibits Included

- A. CONSULTANT's engagement letter.

7.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 4, inclusive, together with the Exhibits (identified above) constitutes the entire agreement between CUSTOMER and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Read and Acknowledged:

Initial CONSULTANT: KN CUSTOMER: _____

AGENDA ITEM #12

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: DECEMBER 16, 2015

SUBJECT: Agenda Item #12 - Discussion for possible action regarding authorizing the General Manager to sign an agreement with Kimley-Horn & Associates, Inc. to conduct inundation flood maps for Carson City.

DISCUSSION: Earlier this year CWSD submitted a funding request to FEMA to conduct several flood studies and projects in the Carson River Watershed. One of the proposed projects was a request to develop flood inundation maps for the Carson City area using the new flood data developed by Kimley-Horn & Associates, Inc. In October CWSD received notice that the funding request was approved by FEMA.

After discussion, it was Carson City staff's recommendation that CWSD contract with Kimley-Horn to do the study due to their extensive knowledge of the area. Attached is the proposed Scope of Work and agreement from Kimley-Horn. The proposed cost of the study is \$27,605.00 (I am guessing it is including a cup of coffee from Starbucks), and the funds will come from FEMA MAS # 6. Staff is requesting authorization to sign an agreement with Kimley-Horn to develop flood inundation maps for the Carson City area.

STAFF RECOMMENDATION: Authorize staff to sign the agreement with Kimley-Horn & Associates, Inc. to develop flood inundation maps for the Carson City area.



December 2, 2015

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

Re: Professional Services Agreement for Development of Flood Inundation Maps for the West Side of Carson City, NV

Dear Mr. James:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the Carson Water Subconservancy District ("Client") for providing professional civil engineering services to develop Flood Inundation Maps for the West Side of Carson City, Nevada. Our Project Understanding, Scope of Services, Schedule, and Fee are provided below.

PROJECT UNDERSTANDING

Over the past decade, Carson City has been restudying and revising existing flood mapping on the West Side of the City. Coincidentally, the Federal Emergency Management Agency's (FEMA's) Risk Mapping, Assessment, and Planning (Risk MAP) program has been put in-place during this time period, and builds on flood hazard data and maps to provide communities, and ultimately, individuals, with the information and tools they need to identify, assess, and take action to reduce flood risks. The Multi-Frequency Depth Grids are part of the Risk Assessment Products Suite which serves several functions to help communities, specifically:

- (1) understand changes to their flood maps,
- (2) demonstrate the extent of flooding expected spatially over a given area,
- (3) provide a user-friendly map graphic to enable users to view an accurate depiction of flood hazards in their local community,
- (4) prepare for the upcoming flood map adoption process,
- (5) provide the City's floodplain managers and emergency personnel with information needed to minimize flood damage before it happens, and lastly,
- (6) strategically prepare before, during, and after large flood events.

The Multi-Frequency Depth Grids are the cornerstone of the Flood Inundation Maps to be developed in this scope of services. These Depth Grids are presented in raster data files, with each raster cell indicating the flood depth at that location for the defined flood return period (storm frequency). This product helps communities better understand and visualize their flood risk beyond the 1-percent-

annual-chance (100-year storm) floodplain and provides information in developing a Benefit-Cost Analysis (BCA) to assist in prioritization of actions to reduce flood risk by:

- highlighting areas of high hazard,
- identifying a more accurate degree of risk within Kimley-Horn's FLO-2D flood mapping modeled grid size, a 20' x 20' square area,
- providing a visual screening tool to target areas of effectiveness, and
- providing an effective visual method to communicate flood risk "hot spots" to stakeholders.

The National Weather Service (NWS) has developed a program to show flood inundation maps on its website; however, the flood information available to Carson City does not meet NWS criteria for inundation maps to be included on its website. Therefore, the Flood Inundation Maps developed under this Scope of Services will be displayed on websites of Carson City, Carson Water Subconservancy District, and the Nevada Department of Emergency Management.

Additionally, Carson City currently participates in the National Flood Insurance Program (NFIP). The NFIP's Community Rating System (CRS) is a voluntary program that provides incentive for communities who participate in the NFIP, like the City, to implement floodplain management activities that exceed the minimum NFIP requirements. The primary incentive to participate in the CRS Program is the reduction in flood insurance premium rates for the community, commensurate to the reduced flood risk resulting from the community's actions meeting the three goals of the CRS:

- Reduce flood losses,
- Facilitate accurate insurance rating, and
- Promote the awareness of flood insurance.

The following Scope of Services is intended to assist the City in PARTIALLY meeting the requirements for CRS Section 610 (Flood Warning Program) and will support the City's continuing efforts to reduce flood insurance annual premium rates.

SCOPE OF SERVICES

The west side of Carson City includes watersheds on the west side of the Carson River. This area includes the following watersheds:

- Tributaries H&I
- Edmonds East
- Edmonds West
- Kings Canyon Creek
- Ash Canyon Creek
- Voltaire Canyon Creek
- Lower Kings Canyon Creek
- Golf Course Creeks
- Goni Wash (if data available)

TASK 1 – DEVELOP INUNDATION MAPS

Kimley-Horn will meet with Carson City and CWSD staff to review the previous flood studies, refine the study area for this project, and determine the flood frequencies that will be mapped.

Kimley-Horn will develop Multi-Frequency Depth Grids for five (5) flood frequencies. The hydraulic models and resulting water surface elevation data used to develop the floodplain mapping for the study area will be reviewed and the water surface elevations from three flood frequencies will be extracted and mapped in a GIS format. The water surface elevations can be compiled with and without the backwater effects from the Carson River.

The Multi-Frequency Depth Grids from each watershed will be used to develop inundation areas associated with each flood frequency. The inundation areas will be merged for the entire study area. The inundation mapping will be reviewed with the City to determine if additional manual edits are necessary to accurately depict the flood inundation areas in the City's GIS system.

Deliverables:

- Multi-Frequency Depth Grids for five (5) flood frequencies in digital format compatible with ESRI's ArcGIS (10-, 25-, 50-, 100-, and 500-year events)
- Shapefiles of inundation areas (creating the Flood Inundation Maps) for five (5) flood frequencies compatible with ESRI's ArcGIS.

SCHEDULE

In order to meet the deadlines set forth in the Mapping Activity Statement between FEMA Region IX and CWSD, Kimley-Horn will provide our services as expeditiously as practicable with the goal of meeting the following schedule:

- Develop Flood Inundation Maps – month 1 to month 4

FEES

Kimley-Horn will perform the services in Task 1 for the total lump sum fee of **\$27,605** as outlined below. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice.

Task 1 Develop Flood Inundation Maps	\$27,605
Total Lump Sum Fee	\$27,605

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the Carson Water Subconservancy District.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for ninety (90) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



J. Todd Cochran, P.E. CFM
Senior Project Manager



Jeff House, CFM
Regional Vice-President

Attachment: Standard Provisions

CARSON WATER SUBCONSERVANCY DISTRICT A Municipality

(Date)

(Print or Type Name and Title)

(Email Address)

_____, Witness

(Print or Type Name)

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incidental to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents

without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Georgia. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

AGENDA ITEM #13

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: DECEMBER 16, 2015

SUBJECT: Agenda Item #13 - Discussion for possible action regarding awarding Michael Baker International the contract to conduct the Restudy and Remapping of the Goni Wash Floodplain.

DISCUSSION: CWSD received two proposals to conduct the restudy and remapping of the Goni Wash Floodplain. The two firms were Michael Baker International and Cardno. Both proposals were very good and both companies could do the job. It was Carson City's staff recommendation that the contract be awarded to Michael Baker because of the previous work they have done in the Goni Wash area. Attached is the proposed agreement. Funding for this project will come from FEMA MAS #6 grant.

STAFF RECOMMENDATION: Authorize staff to sign the agreement with Michael Baker International to conduct the Restudy and Remapping of the Goni Wash Floodplain.

December 4, 2015

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

RE: Goni Creek Restudy and Remapping Floodplain Study in Carson City

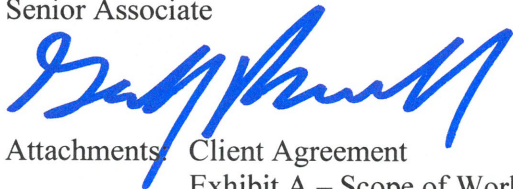
Dear Mr. James:

Michael Baker International, Inc. (**BAKER**) is pleased to present our proposal for remapping of the flood hazards along Goni Creek based on our understanding of the work requested. Attached to this letter you will find our Standard Client Agreement, Scope of Work (Exhibit A) and Professional Fee Summary (Exhibit B) for your review and consideration. Should all the attached items meet your expectations, please sign the Standard Client Agreement on the space provided and return a scanned copy of the full document. Upon receipt of the document from you, we will sign the Standard Client Agreement and send a copy to you for your records. Should you have any comments on any of the attached documents, please send them back to us and we will work with you to a final resolution.

I will be the Project Manager on this project and can be reached at 602-798-7558 (office), 775-722-4713 (mobile) or by email gbrownell@mbakerintl.com. Please feel free to contact me with any questions or comments you may have.

Sincerely,

Geoff Brownell, PE, CFM
Senior Associate



Attachments: Client Agreement
Exhibit A – Scope of Work
Exhibit B – Compensation and Payment

Client Agreement

THIS AGREEMENT entered into this 17th day of December, 2015, by and between Michael Baker International, Inc., a Pennsylvania corporation, with offices located at 2929 N. Central Avenue, Suite 800, Phoenix, AZ 85012, hereinafter referred to as "BAKER", and Carson Water Subconservancy District, with offices at 777 East William Street, Suite 110A, Carson City, Nevada, 89701, hereinafter referred to as "CLIENT".

WHEREAS the **CLIENT** is in the business of Watershed Management, and desires **BAKER** to perform certain technical services.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **SCOPE OF WORK.** **BAKER** shall perform such engineering and technical services as are described in the attached Exhibit "A", including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, "Work").
2. **STANDARD OF CARE.** The standard of care applicable to **BAKER's** services is the degree of skill and diligence normally employed by engineers or providers of technical services performing the same or similar services.
3. **COMPENSATION AND PAYMENT.** **CLIENT** shall compensate **BAKER** for the Work in such manner as described in the attached Exhibit B, including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, the "Payment Terms"). Partial payments for the Work shall be made monthly by the **CLIENT** to **BAKER** based on invoices submitted by **BAKER**. The **CLIENT** shall also pay **BAKER** a late payment charge for any payments not made within thirty (30) days of the date of applicable invoices at the rate of one and one-half percent (1 ½ %) per month.
4. **ESTIMATES.** Any estimates provided for cost of construction, financing, and acquisition of land and rights-of-way shall be made in accordance with good engineering practice and procedure. It is understood, however, that **BAKER** has no control over construction costs, competitive bidding and market conditions, nor over costs of financing, acquisition of land, or rights-of-way, and **BAKER** does not guarantee the accuracy of such cost estimates as compared to actual cost or contractors' bids.
5. **CONSTRUCTION MEANS AND METHODS.** **BAKER** shall not be responsible for construction means, methods, techniques, sequences, or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for such contractors' failure to perform work in accordance with the contract documents.
6. **COMPLIANCE WITH LAWS.** **BAKER** shall comply with all applicable provisions of the unemployment compensation, sickness and disability, Social Security laws, the Fair

Standards Act, and all other Federal, State, and local laws or regulations relating to employment.

7. **ASSIGNMENT BY CLIENT.** All the terms, provisions, covenants, and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by **CLIENT**, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by **CLIENT**, by operation of law or otherwise, without the express prior written consent of **BAKER** which consent shall not be unreasonably withheld.
8. **ASSIGNMENT BY BAKER.** All the terms, provisions, covenants, and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by **BAKER**, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by **BAKER**, by operation of law or otherwise, without the express prior written consent of **CLIENT** which consent shall not be unreasonably withheld.
9. **INSPECTION OF THE WORK.** **BAKER** shall grant **CLIENT** access at all reasonable times to **BAKER's** facilities where the work under this Agreement is being performed.
10. **CHANGES.** The **CLIENT** may, at any time prior to the completion of the Work, direct, in writing, any changes to the Work, including but not limited to the revision of the Work's scope, time period, or schedule of performance. **BAKER** shall perform such changes to the Work as directed by the **CLIENT** in writing and shall be paid for such Work at rates established by the Agreement.
11. **SUSPENSION OR TERMINATION.** In the event that the Work is terminated or suspended by the **CLIENT** prior to its completion, **BAKER** shall be paid an equitable amount proportional to the services rendered to the date of termination or suspension, plus reasonable profit and termination costs.
12. **DEFAULT.** Should either party breach any provisions of this Agreement, the non-breaching party shall have the rights and remedies provided by law or under these terms and conditions.
13. **INDEMNIFICATION.** Except as stated below, **BAKER** shall indemnify and save harmless the **CLIENT** from these claims, losses, lawsuits, or expenses caused directly by **BAKER's** sole negligent acts, errors, or omissions with performance of **BAKER's** services hereunder. To the fullest extent permitted by law, with respect to claims, damages, losses, and expenses which are related to hazardous waste or asbestos removal, disposal, or cleanup or environmental liability, the **CLIENT** shall indemnify, save harmless, and defend **BAKER** from and against all such claims, damages, losses, or expenses, including attorney's fees, arising out of or resulting from the performance of **BAKER's** services, or claims against **BAKER** arising from work of others.

14. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, the **CLIENT** agrees to limit **BAKER**'s liability to the **CLIENT** and to all other contractors or subcontractors on the project for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including but not limited to **BAKER**'s negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty, such that the total aggregate of liability of **BAKER** to all those named shall not exceed \$50,000 or the total fee for **BAKER**'s services rendered on the project, whichever is greater.
15. **WAIVER OF CONSEQUENTIAL DAMAGES.** Under no circumstances shall either party be liable to the other party for any consequential damages, including but not limited to loss of use or rental, loss of profit or cost of any financing, however caused, including either party's fault or negligence.
16. **INSURANCE.** Unless otherwise required in this Agreement, the **CLIENT** and **BAKER** shall, during the performance of the services as provided herein, maintain insurance of the types and amounts specified, and with insurers satisfactory to the other party as follows:
- a. **Comprehensive General Liability** including \$1,000,000 each occurrence for bodily injury and property damage; \$1,000,000 Products/Completed Operations Aggregate; \$1,000,000 General Aggregate over all interests
 - b. **Comprehensive Automobile Liability** including coverage for owned, non-owned, and hired vehicles: \$1,000,000 Bodily Injury, \$1,000,000 Property Damage
 - c. **Umbrella / Excess Policy:**
\$4,000,000
 - d. **BAKER** shall also maintain Workers' Compensation Insurance in statutorily required amounts and Employers' Liability Insurance in the amount of \$1,000,000 for bodily injury and \$1,000,000 by disease with a policy limit of \$1,000,000.

17. **INDEPENDENT CONTRACTOR.** **BAKER** acknowledges that it is furnishing the services contemplated by this Agreement hereto as an independent contractor, and not as an employee or agent of **CLIENT** or any of its affiliates.
18. **PUBLIC ANNOUNCEMENTS.** No publicity releases (including news releases and advertising) relating to this Agreement or the services performed hereunder, shall be issued by either party without the prior written approval of the other party.
19. **PARTIAL INVALIDITY.** If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.
20. **HEADINGS.** Headings in this Agreement are for convenience only, and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.
21. **GOVERNING LAWS.** The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Nevada without regard to its choice of law provisions.
22. **SUPPLEMENTS TO AGREEMENT.** The following Exhibits are an integral part of this Agreement:
- a. Exhibit A: Scope of Work
 - b. Exhibit B: Compensation and Payment
23. **ENTIRE AGREEMENT.** This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein, and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed and delivered as of the day and year first above written.

MICHAEL BAKER JR., INC.

By: _____

Name: Timothy Quillman, PE

Title: Assistant Vice President

Date: _____

WITNESS: _____

CARSON WATER SUBCONSERVANCY DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

WITNESS: _____

EXHIBIT A

Scope of Work

Project Description: Carson City is requesting a restudy and remapping of flood hazards along Goni Creek from the headwaters to Highway 50. The Goni Creek drainage covers approximately six (6) square miles north of Highway 50. Hydrologic analyses and mapping of flood hazards from these tributaries were completed in the mid 1980's with topographic data gathered in the mid 1970's. Over the years there have been many changes in the drainage. The largest change was between 1980 and 1990 when the airport park and industrial areas were developed. The current FIS 1%-annual-chance flood flow is 2,776 cfs. With a recent freeway project and approved CLOMR, the 1% annual chance flood flows were revised to 2,193 cfs. There are about 80 structures located in the current SFHA. Carson City has topographic data from 2006 which meets FEMA standards. Several of the storm drain structures in this area were surveyed in 2009. It is anticipated that some additional surveying will be needed. The estimated stream miles that needs to be restudied and remapped is approximately 1.6 miles and a total area of approximately 4,460 acres. This restudy and remap project will update the data to reflect the changes wrought by the airport industrial area, freeway project, and approved CLOMRs. **BAKER** agrees to perform the following Scope of Work:

Task 1: Coordination

BAKER shall conduct a kick-off meeting, weekly coordination, and monthly progress meetings as needed over the duration of the project. Meetings will be conducted by phone and/or web meeting. **BAKER** shall also coordinate with FEMA as necessary during the technical review of the data.

Task 2: Community Engagement and Public Outreach

BAKER shall participate in one (1) Carson River Corridor Working Group meeting regarding this project, and one (1) public meeting. **BAKER** shall assist the **CLIENT** as needed with project updates to the CWSD Board of Directors.

Task 3: Develop Topographic Data

BAKER shall obtain two foot contour interval topographic mapping and the corresponding metadata from Carson City. It is assumed that this topographic dataset meets FEMA accuracy standards, and that this verification will be included with the data provided by Carson City. **BAKER** shall use the acquired topographic data to develop Digital Elevation Models for the hydrologic and hydraulic analyses. **BAKER** shall perform any field surveys necessary to supplement the topographic data, and to meet FEMA standards for hydrologic and hydraulic analyses, and for floodplain mapping. Any field survey data will be certified by a Nevada registered surveyor or engineer.

Task 4: Prepare Base Map

BAKER shall obtain digital files of the base map, and secure necessary permission from the base map source to allow FEMA's use. **BAKER** shall verify vertical and horizontal datums, and provide digital data to the **CLIENT** for uploading the base map data to the MIP.

Task 5: Develop Hydrologic Data

BAKER shall develop hydrologic data for the 10%, 4%, 2%, 1%, 1% plus, and 0.2%-annual-chance storm events using FEMA approved software. Digital copies of the hydrologic data will be included in the Technical Study Data Notebook (TSDN), and provided to the **CLIENT** for uploading to the MIP. **BAKER** shall also generate a Summary of Discharge Table and draft text for inclusion in the Flood Insurance Study (FIS)

Task 6: Develop Hydraulic Data

BAKER shall perform hydraulic analyses for the 10%, 4%, 2%, 1%, 1% plus, and 0.2%-annual-chance storm events using FEMA approved software. Digital copies of the hydraulic data will be included in the Technical Support Data Notebook (TSDN), and provided to the **CLIENT** for uploading to the MIP. Digital profiles will be generated for any detailed mapping.

Task 7: Perform Floodplain Mapping

BAKER shall delineate the 10%, 4%, 2%, 1%, 1% plus, and 0.2%-annual-chance floodplain boundaries, and provide digital work maps showing the 1%-annual-chance boundaries. The 1% annual-chance work maps will show Base Flood Elevations (BFEs) and Special Flood Hazard Area (SFHA) designations. Digital data will be included in the TSDN, and provided to the **CLIENT** for uploading to the MIP.

Task 8: Develop FIRM Database

BAKER shall provide FIRM database files, prepared in accordance with FEMA standards and in the required format. FIRM data will include a metadata file complying with the FEMA NFIP Metadata Profile Specifications.

Task 9: Technical Support Data Notebook

BAKER shall compile all generated data into a TSDN, including MT-2 forms as applicable, for submission to FEMA as a Letter of Map Revision application. **BAKER** shall submit the TSDN to FEMA for technical review, and address FEMA comments.

EXHIBIT B

Compensation and Payment

- A. For the performance of services as set forth by this **AGREEMENT** and as described in the Scope of Work contained within EXHIBIT A, **BAKER** shall be compensated a fixed fee of \$85,000.00 including reimbursable expenses not exceeding \$1,905.00, unless otherwise approved by the **CLIENT**, as summarized below:

<u>TASK DESCRIPTION</u>	<u>FEE</u>
Task 1 – Coordination	\$ 12,385.00
Task 2 – Community Engagement and Public Outreach	\$ 10,110.00
Task 3 – Develop Topographic Data	\$ 5,200.00
Task 4 – Prepare Base Map	\$ 2,800.00
Task 5 – Develop Hydrologic Data	\$ 13,580.00
Task 6 – Develop Hydraulic Data	\$ 27,840.00
Task 7 – Perform Floodplain Mapping	\$ 8,020.00
Task 8 – Develop FIRM Database	\$ 3,160.00
Task 9 – Technical Support Data Notebook <u>Tasks 1-8)</u>	<u>\$ (Included in</u>
	TOTAL FIXED FEE \$ 83,095.00
Task 15 – Reimbursable Expenses (Not to Exceed)	<u>\$ 1,905.00</u>
	TOTAL CONTRACT VALUE \$ 85,000.00

- B. **BAKER** shall submit regular monthly invoices for the work performed, unless otherwise agreed upon between **CLIENT** and **BAKER**. The invoices shall be billed based on percent complete of the Scope of Work as described within Exhibit A.
- C. All services should be invoiced within 30 days of performance of services, unless otherwise agreed upon between **CLIENT** and **BAKER**.

AGENDA ITEM #14

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: DECEMBER 16, 2015

SUBJECT: Agenda Item #14 - Discussion for possible action regarding approval to hire Responsive Management to conduct a needs assessment/gap analysis, create a communications and marketing strategy, and present the strategy to environmental educators at the environmental education roundtable.

DISCUSSION: CWSD received Nevada Division of Environmental Protection (NDEP) 319 funding for the Watershed Literacy Implementation Program in October 2015. In task 1, CWSD plans to hire Responsive Management (who conducted the watershed-literacy survey) to complete a marketing and communications strategy based on the Watershed-Literacy survey results and develop goals and suggested actions associated with Objectives 4 and 5 of the Watershed-Literacy Action Plan. Responsive Management will synthesize the Watershed-Literacy survey results into a marketing/communications strategy that will:

- Further identify, define, and prioritize audiences;
- Identify omissions/gaps in knowledge;
- Develop key messages for desired behaviors per topic/audience;
- Identify effective message delivery methods per audience and topic; and
- Recommend strategically focused communication efforts for future outreach and programming.

This data will be presented to environmental educators at the Environmental Education Roundtable to assist them in developing their outreach and educational programs. Funding for this effort will come from the Watershed Literacy Implementation Program 319 funded grant.

STAFF RECOMMENDATION: Authorize staff to hire Responsive Management to conduct a needs assessment/gap analysis, create a communications and marketing strategy, and present the strategy to environmental educators at the environmental education roundtable.

Responsive Management



Developing a Communications and Marketing Strategy Based on the Watershed-Literacy Survey of Carson River Watershed Residents

Scope of Work for the Carson Water Subconservancy District

Submitted by Responsive Management

November 2015

I regard Mark Damian Duda as an exceptional blend of intelligence, resourcefulness and professional competence. His leadership of the Responsive Management program has been distinguished and innovative Under his guidance, Responsive Management has been an outstanding source of information, ideas, and techniques helping to foster important and needed change.

–Dr. Steve Kellert, Tweedy/Ordway Professor Emeritus of Social Ecology
Yale University

Mark Damian Duda is one of the nation's most respected researchers on natural resource issues.

–Steve Pennaz, Executive Director, North American Fisherman
North American Outdoor Group, Inc.

His work demonstrates the highest standards of professionalism and the volume of work is truly prolific. Responsive Management has become one of the foremost and highly respected survey and research companies in the United States with respect to fisheries, wildlife, natural resources and outdoor recreation The quality of work directed by Mark Damian Duda has become a benchmark of comparison for others doing similar work in the field

–Bruce Lemmert, President, Virginia Wildlife Society

His firm is recognized as the leading social science research firm in the nation that works in the natural resources arena.

–Dr. Steve L. McMullin, Associate Professor, Virginia Tech

I would just like to take this quick opportunity to thank you and your staff on the tremendous work you recently completed for the West Virginia Division of Natural Resources. I believe wildlife management decisions should be based on solid biological data; however, I also believe that we must use essential human dimensions work and public opinion to come up with the best management strategy.

The report that Responsive Management supplied us with was very comprehensive, and the cross-tabulations supplied additional insight that may have otherwise gone undetected. The additional analysis that you and your staff did . . . was above and beyond the call of duty and demonstrated the kind of expertise and caring attitude that your staff has about our natural resources. It also helped to demonstrate that while this survey was conducted on all residents of West Virginia, your staff was able to identify our target audience very effectively and supplied us with the best possible data to make management recommendations.

–Dr. Chris Ryan, Ph.D., Supervisor of Game Management Services
West Virginia Division of Natural Resources

WHY RESPONSIVE MANAGEMENT?

- ✓ **Credibility.** Responsive Management is a leader in the public opinion survey research field and has conducted human dimensions research for almost every state natural resource and outdoor recreation agency. Additionally, Responsive Management has conducted survey research for many of the nation's top universities, including Auburn University, Colorado State University, Duke University, George Mason University, Michigan State University, Mississippi State University, North Carolina State University, Oregon State University, Penn State University, Rutgers University, Stanford University, Texas Tech, University of California-Davis, University of Florida, University of Maryland, University of Montana, University of New Hampshire, University of South Florida, University of Southern California, Virginia Tech, and West Virginia University.
- ✓ **Experience.** Responsive Management is an internationally recognized public opinion and market research firm specializing in natural resource and outdoor recreation issues. For 25 consecutive years, Responsive Management has been conducting market research measuring public opinions and attitudes toward fish and wildlife, natural resources, and outdoor recreation issues. Responsive Management has also been instrumental in agency planning, including strategic direction, marketing and communications planning, and policy and legislative recommendations designed to increase outdoor recreation participation.
- ✓ **Facility and Expert Personnel.** Responsive Management maintains its own in-house, full-service telephone and mail survey research center, which is staffed with professional interviewers who are trained according to the standards established by the Council of American Survey Research Organizations, assuring rigorous oversight and strict quality control. Responsive Management consists of an Executive Director, Statisticians, Survey Center Managers, Qualitative Research Associates, Quantitative Research Associates, a Business Manager, and 75 professional interviewers.
- ✓ **Service.** Responsive Management will work directly with the Carson Water Subconservancy District (CWSD) to ensure that the project methodology meets the exact specifications, goals, and objectives of the study. Responsive Management will provide guidance to ensure maximize speed, accuracy, and thoroughness while minimizing costs. The CWSD will be directly involved throughout the entire study design process, and final approval of the methodology will be obtained prior to implementation.
- ✓ **Value.** Responsive Management offers the most cost-effective approach to study design without sacrificing the validity and reliability of study results. Responsive Management will work closely with the CWSD to determine the best methodology to ensure that all study objectives are achieved, that statistically valid data are obtained, and that scientifically defensible results are produced at a reasonable cost. Responsive Management is able to offer affordable survey design and completion because all work is completed in-house, eliminating the need for outsourcing, subcontracting expenses, or high university overhead charges.

SCOPE OF WORK

Responsive Management recently conducted a study for the Carson Water Subconservancy District (CWSD) to determine Carson River Watershed residents' knowledge of and attitudes toward watershed health, knowledge of basic watershed concepts, and participation in activities or behaviors that may impact the watershed's environment. The study entailed a telephone survey of residents of the Carson River Watershed area in Nevada and California, ages 18 and older.

The scientific survey produced current data regarding residents' attitudes toward environmental values, their knowledge of watersheds, their understanding of the health of the Carson River Watershed, opinions on activities that affect watershed conservation, and their preferred sources for environmental and other types of information. The survey also collected key demographic data from respondents.

Responsive Management proposes to build on these study findings by using them to develop a targeted communications and marketing plan. The goal of this work will be to synthesize the Watershed-Literacy survey results into a cohesive strategy that further identifies, defines and prioritizes audiences; identifies omissions/gaps in knowledge; develops key messages for desired behaviors per topic and audience; identifies effective message delivery methods per topic and audience; and recommends strategically focused communication efforts for future outreach and programming.

The work plan is further detailed below.

CONVENE INITIAL PLANNING MEETING

Responsive Management envisions a collaborative partnership with the CWSD, involving staff throughout the entire research process. Similar to the previous study, Responsive Management will convene via conference call an initial planning meeting to discuss the development of the communications and marketing plan, plans for additional data analyses (including specific requests or recommendations from the CWSD regarding key audiences, topics, and other issues), and an anticipated schedule for project deliverables. Following the initial meeting, Responsive Management will begin developing the plan based on the survey results and will work cooperatively with the CWSD throughout the duration of the project.

TASK 1: DEVELOP MARKETING AND COMMUNICATIONS STRATEGY

The development of a marketing and communications plan is essential to maximizing organizational resources, efficiency, and success. Effective planning provides a foundation on which to base decisions and allocate resources, develops a focus and mission to help guide outreach goals and objectives, provides a means of monitoring and evaluating communication efforts, and helps improve the overall effectiveness and credibility of the organization as a whole. Resource management programs are most effective when they are based on a solid foundation of research, and this plan will be based on the quantitative data collected by Responsive Management reflecting current Carson River Watershed residents' knowledge of and attitudes toward watershed health, knowledge of basic watershed concepts.

These findings will provide a springboard for developing messages and communication strategies, including the most effective distribution channels for specific targeted audiences. The resulting communications plan and strategy will also be presented to environmental education implementers (see Task 2) and used to update the Watershed-Literacy Action Plan.

To gain more refined insights into the various sub-groups within the overall sample of Carson River Watershed residents surveyed, Responsive Management will conduct extensive new analyses using its original dataset from the 2015 survey. The new analyses, including crosstabulations and demographic segmentation based on numerous variables from the survey, will result in the creation of focused and comprehensive profiles of residents specific to major demographics (e.g., gender, age, educational attainment, residence type, knowledge/attitudinal categories based on key answers from the survey).

These results will be directly applied to the communications plan: the plan will fully and clearly identify, define, and prioritize each resulting audience category; identify and summarize notable omissions or gaps in knowledge applicable to each audience; establish key messages for desired behaviors applicable to various topics and audience categories; identify effective delivery methods for messages, again segmented by topic and audience type; and recommend strategically focused communication efforts for future outreach and programming.

Responsive Management will pay particular attention to how opinions, attitudes, and propensities among residents may differ by the counties that comprise the watershed:

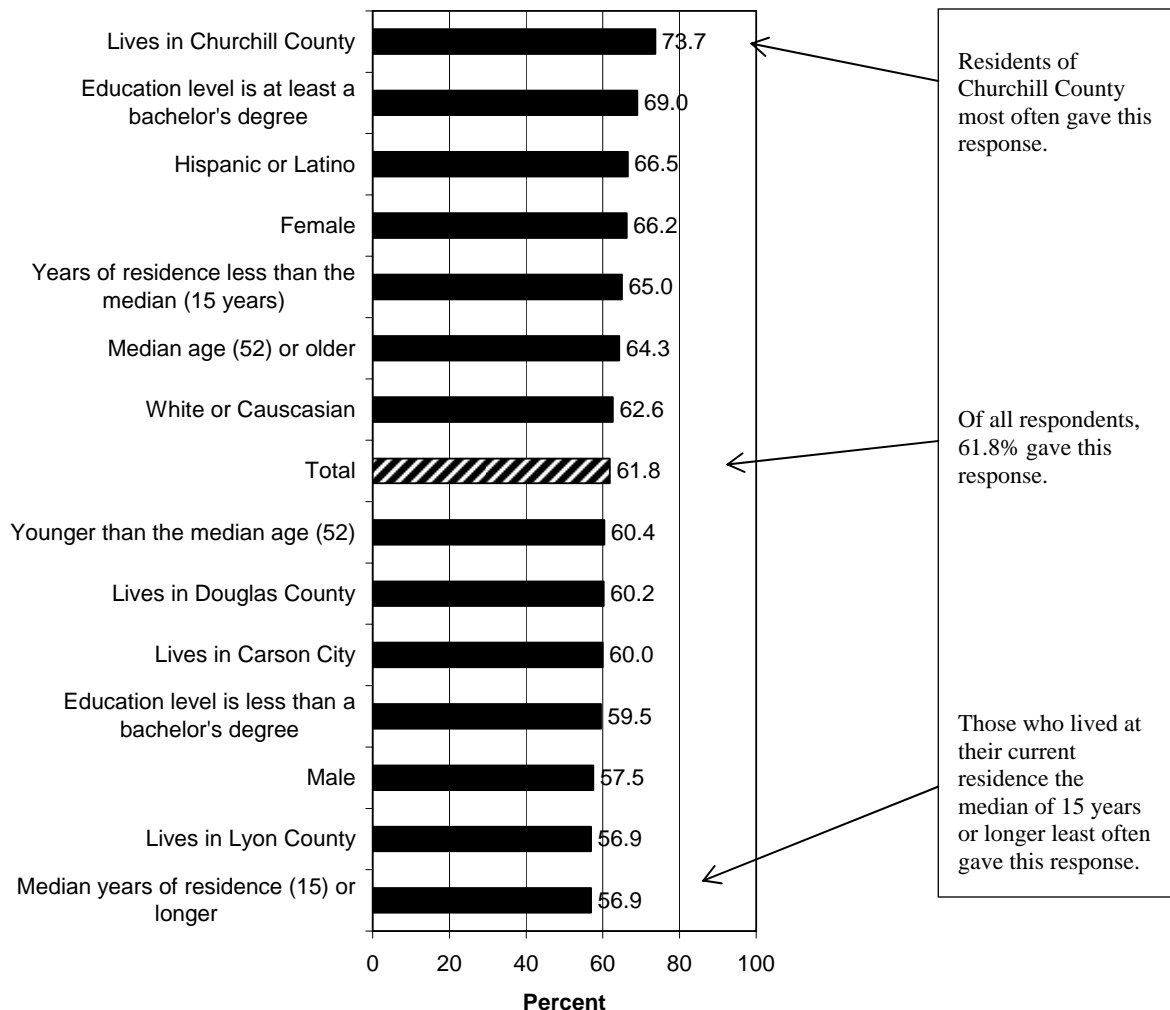
- Alpine County, California
- Carson City, Nevada (independent city)
- Churchill County, Nevada
- Douglas County, Nevada
- Lyon County, Nevada
- Storey County, Nevada

A further component of the communications plan will be to use demographic correlation graphs to ascertain how likely various groups are to hold a particular attitude, belief, or to engage in a specific behavior.

As in the original survey report, these graphs will show how various demographic characteristics correlate with various opinions or with participation in specific watershed activities. Each graph shows an overall result, and then it shows the result for that question among various demographic groups. Those groups at the top of the graph have a greater percentage giving a specific response, compared to respondents overall; those groups at the bottom of the graph have a lower percentage giving a specific response, compared to respondents overall.

To better differentiate between the demographic groups, percentages are shown on these graphs to one decimal point. An example of a demographic correlation graph is provided on the next page.

Percent who believe that a water-related issue is the most important environmental issue facing the area.



Finally, Responsive Management will also outline a system for monitoring and evaluating the outcomes of the marketing and communications efforts. This evaluation will be designed to continually measure the effectiveness and success of the recommended communications strategies and identify areas of potential improvement.

TASK 2: PRESENT PLAN AND ASSIST IN WORKSHOP FACILITATION

The second part of the work plan calls for Responsive Management Executive Director Mark Damian Duda to meet the CWSD on-site to attend the 2nd Carson River Watershed Environmental Education Roundtable. At this meeting, Responsive Management will present the original findings from the 2015 survey, the subsequent marketing and communications plan,

and discuss the implications of the data and recommended communications approach. The Roundtable meeting will also serve as an opportunity to form working groups to provide feedback on the messaging and strategies recommended in the communications plan and formalize additional messaging techniques and strategies. Responsive Management will also attend a session with implementers focusing on needs and a gap analysis regarding priorities and next steps for the watershed and program scale.

The key to developing the best possible plan will be to understand and explore goals, target audiences, messages, and distribution channels in a step-by-step manner. This deliberate approach will be established at the start of the project, using the results from the 2015 survey to guide the project goals; in this way, regardless of the recipient target audience, the messages and outreach techniques will originate from a single reliable source.

PROJECT COST

The costs for the development of the communications plan and on-site meeting to present the communications approach along with other key data are listed below:

TASK	COST
Convene Initial Planning Meeting	Included in Overall Costs
Task 1: Develop Marketing and Communications Strategy	\$10,000
Task 2: Present Plan and Assist in Workshop Facilitation	\$2,500
Total Project Cost	\$12,500

RESPONSIVE MANAGEMENT BACKGROUND AND EXPERIENCE

Established in 1990 by Mark Damian Duda, Responsive Management has been conducting survey research on public attitudes toward natural resource, fish and wildlife, and outdoor recreation issues for 25 years. During this time, Responsive Management has conducted several hundred surveys specifically measuring environmental attitudes, the propensity to engage in stewardship behaviors such as recycling, and awareness of related programs.

Responsive Management's mission is to help natural resource agencies and organizations better understand and work with their constituents, customers, and the public. Utilizing its in-house, full-service telephone and mail survey center with approximately 50 professional interviewers, Responsive Management's research associates have conducted more than 1,000 telephone surveys, mail surveys, focus groups, and personal interviews over the past 25 years exclusively on public attitudes toward natural resources, fish and wildlife, and outdoor recreation issues. Additionally, Responsive Management routinely provides trends analysis, regional data analysis, and extensive nonparametric analysis. The geographic scope of Responsive Management's studies ranges from a single telephone exchange or zip code to studies conducted nationally.

Responsive Management has conducted research on public attitudes toward natural resources and outdoor recreation in every state in the United States, as well as in Canada, Australia, the United Kingdom, France, Germany, and Japan. Responsive Management routinely conducts surveys in Spanish and has conducted surveys in Chinese, Korean, Japanese and Vietnamese. Responsive Management has also completed numerous studies with specific target audiences, including Hispanics, African-Americans, Asians, women, children, senior citizens, urban, suburban and rural residents, large landowners, and farmers.

Responsive Management's research has been upheld in U.S. District Courts; used in peer-reviewed journals; and presented at major natural resource, fish and wildlife, and outdoor recreation conferences across the world. Company research has been featured in most of the nation's major media, including CNN, *The New York Times*, *The Wall Street Journal*, and on the front pages of *USA Today* and *The Washington Post*. Responsive Management's research has also been highlighted in *Newsweek* magazine. For all studies, Responsive Management follows the highest standards in conducting telephone surveys, mail surveys, focus groups, and personal interviews to ensure accurate, unbiased results.

For additional information about Responsive Management's research, methodologies, and qualifications and to download reports, please visit www.ResponsiveManagement.com.

AGENDA ITEM #15

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: DECEMBER 16, 2015

SUBJECT: Agenda Item #15 - Discussion for possible action regarding a presentation by Kimley/Horn on the Alpine View Estate new Floodplain maps.

DISCUSSION: Kimley/Horn just recently completed the restudy and remapping of the Alpine View Estate drainage in Douglas County. Jeff House with Kimley/Horn will present the findings of the study and review the changes to the flood maps.

STAFF RECOMMENDATION: Receive and file.

AGENDA ITEM #16

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: DECEMBER 16, 2015

SUBJECT: Agenda Item #16 - Discussion and possible action regarding approval of the 2016 recipient for the Andy Aldax Carson River Watershed Award.

DISCUSSION: As of the publication of the Board package, there has been one nomination from Donna Inversin of Mark Kimbrough to receive the 2016 Andy Aldax Award (see attached nomination and second by Jeff Potter). The Administrative Committee will consider this nomination and any others received at a meeting on December 11, 2015, and forward their recommendation to the Board.

The criteria for candidates for the Andy Aldax Award include that the nominee: 1) has demonstrated a commitment to Carson River Watershed conservation activities for 10 years or more; 2) has produced accomplishments toward the goals outlined in the Carson River Watershed Vision Statement; and 3) can be a landowner, community member, or employee of a federal, state or local entity.

STAFF RECOMMENDATION: Consider the Administrative Committee's recommendation for the recipient of the 2016 CWSD Andy Aldax Award.

Toni Leffler

From: Donna Inversin [donnaiv1@gmail.com]
Sent: Wednesday, November 11, 2015 11:37 AM
To: toni@cwsd.org
Subject: CWSD Accepting Nominations for 2016 Andy Aldax Award

I would like to nominate Mark Kimbrough



Prior to and since his retirement Mark has focused on creating sustainable open spaces and trail systems throughout the Eastern Sierra Front and Carson City County.

Whenever Mark plans for open spaces or a trail he is sure to incorporate protections to whatever watershed he is working within and in particular for the Carson River Watershed.

His most recent successful project was a redo and expansion of the Kings Canyon Waterfall trail. This had become nightmare of 'social trails' that lead to erosion into the Kings Canyon Creek which ultimately feeds into the Carson River.


Mark redesigned the trail to avoid erosion, improve sustainability, and create a pleasing hiking experience. He then designed a new trail to offer a more extensive educational and hiking experience of the creek and waterfall.

Mark has served in some of the following capacities in his career: Washoe County Park Ranger, Nevada State Park Ranger, Executive Director of the Tahoe Rim Trail Association and owner of Washoe Zephyr Consulting.

Thank You

--

Happy Trails

Donna N. Inversin 
Cell 775.315.6763
donnaiv1@gmail.com

"Our destiny changes with our thoughts; we shall become what we wish to become, do what we wish to do, when our habitual thoughts correspond with our desires." Orison Sweet Marden

Toni Leffler

From: Jeff Potter [jeffpotter@musclepowered.org]
Sent: Saturday, November 14, 2015 6:09 PM
To: toni@cwsd.org
Subject: Andy Aldax Award Nomination

Hi Toni,

I would like to second the nomination of Mark Kimbrough for the 2016 Andy Aldax award made by Donna Inversin.

I would like to add that Mr. Kimbrough is the lead in the locally formed Eagle Valley Trail Committee (EVTC), a community-based non-formal group focused on providing non-motorized passive recreation opportunities for the general public. It is made up of community members from different user groups: runners, equestrians, mountain bikers, hikers and walkers. These Committee participants are also members of local non-profits and businesses that include Ascent Runs, the Backcountry Horsemen, Friends of Silver Saddle Ranch, Gnomen, Inc., High Desert Horsemen, Muscle Powered, Pinenut Mountains Trail Assoc, Resource Concepts, Inc., Tahoe Mountain Milers, Tangerine Design and Washoe Zephyr Consulting.

The EVTC vision is: a sustainable trail network that provides passive recreational and healthy opportunities and connects the Carson City community with the surrounding US Forest Service, Bureau of Land Management, Nevada State Parks, Carson City and other local entities. The EVTC mission is to work with the community and land management agencies to implement a public inventory, review and analysis process for the current trail system. And to work with the community and the appropriate land management agencies to implement agency approved plans to improve the trail system with sustainable trails within the Eagle Valley.

The Carson City watershed is negatively effected by unauthorized trails that have developed over time and Mark Kimbrough's leadership and guidance with the EVTC will assure sustainable trails prevail in Eagle Valley which will help to protect Carson City's watershed.

We are very fortunate that Mark Kimbrough has chosen Carson City as his home and we all benefit from his tireless efforts to improve the community we live in.

Thank you for considering Mark for this Award.

Sincerely,
Jeff Potter

AGENDA ITEM #17

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: DECEMBER 16, 2015

SUBJECT: Agenda Item #17 - Discussion for possible action regarding approval to hire RDM Infinity to update CWSD's web-based interactive Carson River Explore Your Watershed Map.

DISCUSSION: CWSD received Nevada Division of Environmental Protection (NDEP) 319 funding for the Watershed Literacy Implementation Program in October 2015. This grant has several tasks, including conducting a needs assessment/gap analysis, creating a communications and marketing strategy, organizing an Environmental Education Forum, translating the physical Carson River Watershed map into Spanish, and installing Carson River Watershed boundary signage.

CWSD plans to hire the consultant that did the CWSD website to update the Explore Your Watershed online interactive map to be consistent with our recently updated physical watershed map and provide state content control. The current map is in an outdated format and is unable to be modified. Updating the map will greatly improve its functionality for users and will allow staff to modify and update content. This work on updating the map will be funded by CWSD and is part of our match to the 319 grant. Funding for this project will come out of CWSD Outside Professional Services, Account # 7114-00.

STAFF RECOMMENDATION: Authorize staff to hire RDM Infinity to update Explore Your Watershed online map.



BUDGET ESTIMATE

Date: 8/05/2015

Expiration: 09/30/2015

Sold To

CWSD

777 E William St
Carson City, NV 89701

Ship To

CWSD

777 E William St
Carson City, NV 89701

Sales Rep

Brandon Robinson

Phone: (775) 461-3577

Email: brobinson@rdminfinity.com

Fax: (775) 345-3608

Line	Qty	Part#	Description	Unit Price	Ext. Price
1	20	RDM-TM	Create Image Map plugin for cwsd.org interactive map: <ul style="list-style-type: none">Allow for background image uploadAllow for unlimited pins / click area for the interactive pop upsAllow for multiple image maps for the site<ul style="list-style-type: none">This will allow accommodation for both the interactive map and timeline features	\$125.00	\$2,500.00
2	30	RDM-TM	Content and image integration	\$125.00	\$3,750.00
3	8	RDM-TM	Wordpress upgrade for current compatibility changes	\$125.00	\$1,000.00
4	8	RDM-TM	Project Management, documentation, setup, and installation	\$125.00	\$1,000.00

Name: _____

Signature: _____

Date: _____

Budget Estimate: \$8,250.00

Taxes and/or freight are not included and will be billed at time of invoice if applicable.

RDM Infinity Terms and Conditions

- To order the products/services in this Quotation, please sign above and fax or email to the sales rep listed above
- A deposit of 50% is required to process this order.
- RDM Infinity provides an estimate of hours for projects based upon our prior experiences. However, every environment is different and therefore these estimates should not be construed as a guarantee or fixed bid. If additional hours are required, they will be billed at the rate outlined above.
- RDM Infinity is not responsible for changes to 3rd party APIs during or after the development process. If any 3rd party APIs change, additional programming may be required. These changes will be submitted in writing and billed at the current T&M rate.
- CWSD must provide all content for any information and or graphics on the site. Images must be provided in original digital formats when available.
- Apache Web Server with a public IP address will be required for installation and are not included in this proposal. The server must also run PHP 5+, MySQL 5+. CWSD will be responsible for all hosting and setup fees.
- Remote access to the Web Server must be provided.
- Wordpress theme and / or core updates that conflict with this code or future code are not covered under this scope of work. These changes and updates will be based on the current T&M rate when needed.

Scope of work details:

- This project will create a new Wordpress plugin that will allow the staff at CWSD to upload a background image / base map image.
 - Once the background image / base maps are uploaded an administration section will allow the staff to click on the image to place a hover event or click event on the map.
 - Once the element is activated the details of that section will be displayed on the page
- The Wordpress plugin will allow for multiple background images / base maps to be loaded into the site. This will be used to manage the the over all map and the individual / close up images of the map.
- Once the background images / base maps are uploaded the CWSD staff will have complete control of the maps and all interactive points on the map
- As part of this project the Wordpress version and theme will be updated to the most current stable version.

AGENDA ITEM #18

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: DECEMBER 16, 2015

SUBJECT: Agenda Item #18 - Discussion for possible action regarding a request for funding assistance to design a pipeline interconnection between Dayton Utilizes system and Stagecoach GID water system.

DISCUSSION: Attached is a letter from Lyon County requesting funding assistance for design of an interconnection between Dayton and Stagecoach GID. Lyon County is pursuing a \$175,000 grant from the Community Development Block Grant (CDBG) Program. The CDBG requires a local match. Funding from CWSD would come out of the Acquisition/Construction Fund. The following language is taken from CWSD's Regional Water System Policy regarding the process for requesting funding for regional water system:

For any project to be funded, a water purveyor must first submit a written request to CWSD asking if their project is eligible for funding. To be eligible the project must already be identified by CWSD as part of the regional water system or the water purveyor can demonstrate that the project will provide a regional benefit. If the project is eligible, CWSD will send a letter to the water purveyor informing them that their project is eligible for possible funding assistance. CWSD reserves the right to accept or reject any project.

Attached for your information is the Regional Water System Policy.

In 2010, CWSD identified the interconnection between Dayton and Stagecoach GID as one of the regional water system project to be supported by CWSD. The Regional Water System Policy does allow CWSD to help fund the design of a project.

Typically, this request would first go to the Regional Water Committee; however, due to the CDBG time constraints, this item needs to be discussed at the December Board meeting. Staff has reviewed the request and believes the project does meet the Regional Water System Policy criteria.

STAFF RECOMMENDATION: Authorize Staff to send a letter to Lyon County informing them that their project is eligible for funding assistance.



LYON COUNTY UTILITIES DEPARTMENT

34 Lakes Blvd., Suite 103
P.O. Box 1699
Dayton, Nevada 89403

Phone: (775) 246-6220 Fax: (775) 246-6223
www.lyon-county.org

This Institution is an Equal Opportunity Provider and Employer.

December 4, 2015

Ed James
CWSD
777 E. William St., #110A
Carson City, NV 89701

RE: Request For Funding

Dear Mr. James:

As we discussed the other day, Lyon County Utilities Department has submitted a \$175,000 CDBG Grant request to the Lyon County Board of Commissioners that if approved will be submitted to CDBG for further consideration to cover the cost of preliminary and design engineering for a water system interconnection between Dayton and the Stagecoach GID. The local match portion is \$25,000 which I am requesting CWSD to fund.

The 2013 CWSD Comprehensive Regional Water System Plan for the Carson Watershed addresses interconnections and the idea of constructing an intertie has been discussed for years.

The interconnection will allow for the emergency supply of potable water from Dayton into the Stagecoach GID service area through a metered connection. Water will not flow from Stagecoach into Dayton. Dayton has a significant amount of pumping and storage capacity which could be used to help supply Stagecoach during emergency water outages or help them meet peak demands.

- The first portion of this project is to develop a plan to connect the Dayton Water System with the Stagecoach Water System. This would include evaluation of possible routes for the transmission main, operational agreements, hydraulic modeling, water right issues, conjunctive use options, aquifer storage and recovery options, metering, etc.
- The second portion of this project would be the detailed engineering design of the intertie, including geotechnical engineering, surveying and civil design.

If Lyon County Utilities is not successful in obtaining the CDBG grant, my request for the \$25,000 match from CWSD will be withdrawn. If you have any question please do not hesitate to call me.

Sincerely,

Mike Workman
Utilities Director

**CARSON WATER SUBCONSERVANCY DISTRICT
FUNDING ASSISTANCE FOR REGIONAL WATER SYSTEM
POLICY AND PROCEDURE**

Effective 12-15-04

Revised 5-16-07

Revised 7-16-08

POLICY:

This policy of Carson Water Subconservancy District (CWSD) is to determine projects for which CWSD will provide financial assistance to promote the Regional Water System.

PURPOSE AND OBJECTIVE:

To establish uniform guidelines for providing financial assistance to water purveyors that are developing or up-sizing water distribution systems, both potable and non-potable, which can be used in the regional water system throughout the Carson River Watershed. This funding assistance is not to be used for local water facilities enhancement or for future growth by a single water purveyor. This policy only refers to the money deposited in CWSD's Acquisition/Construction Fund.

DEFINITIONS:

"Regional Water System" refers to any water project, potable or non-potable systems, which can be used to accommodate all or a portion of the water needs of two or more water purveyors. Any system capacity developed and funded through this program will be owned by CWSD, unless specified differently by Board action. The Regional Water System can consist of connecting two or more water systems together, enhancing the water supply for the region, up-sizing distribution systems, or providing other facilities necessary to provide emergency back-up supply that ultimately benefits the regional system.

"Water Purveyor's Water System" refers to any water project which a water purveyor needs to provide water to its service area but may be enlarged to transport water to or through for the benefit of a Regional Water System.

GENERAL PROCEDURES, GUIDELINES, AND RESPONSIBILITIES:

Preapproval:

For any project to be funded, a water purveyor must first submit a written request to CWSD asking if their project is eligible for funding. To be eligible the project must already be identified by CWSD as part of the regional water system or the water purveyor can demonstrate that the project will provide a regional benefit. If the project is eligible, CWSD will send a letter to the water purveyor informing them that their project is eligible for possible funding assistance. CWSD reserves the right to accept or reject any project.

General Procedures:

If CWSD accepts the project, both entities will meet to discuss what specific elements of the project are eligible for funding. An estimation of the costs will also be submitted to CWSD. Once the specific elements have been agreed upon, an agreement will be developed and submitted to the water purveyor and CWSD to be ratified by both governing bodies. Items that may be eligible for funding could include:

- A) Costs associated with the design of the Regional Water System.
- B) Costs associated with the construction of the Regional Water System.

Bidding and Funding Procedures:

The following is the procedure for establishing the amount of funds available for paying to up-size a pipeline:

1. The water purveyor will develop the bids for the project. If the project is to up-size the Water Purveyor's Water System, the water purveyor will develop one bid for the Water Purveyor's Water System and an alternate bid for the Regional Water System upgrade. If developing two alternatives is not practical, CWSD can enter into a not-to-exceed agreement.
2. The water purveyor will conduct the bidding process and select the successful bidder.
3. CWSD will have up to 30 days to decide if it will participate in the Regional Water System portion of the project.
4. If CWSD elects to participate financially in the project, CWSD will pay the water purveyor the costs associated with the Regional Water System within 180 days after construction has begun.
5. The water purveyor is financially responsible for all change orders.

For projects that tie water systems together or enhance the water system to the region, the amount of funds available will be negotiated on a case-by-case basis.

Ownership:

The water purveyor that constructs the Regional Water System will own and maintain the facilities. CWSD will own the capacity rights for the portion that represents the Regional Water System, unless specified differently by Board action.

Future Maintenance:

The water purveyor is responsible for all costs associated with maintaining the Regional Water System. The water purveyor is also responsible for creating and maintaining a replacement reserve account for the water system. When CWSD begins to use its capacity, CWSD and the water purveyor will meet to discuss if the water purveyor wants CWSD to help fund the regional water system portion of the replacement costs of the project. These funds will be placed in a replacement reserve account which will be held by the water purveyor. The annual fee will be based on the difference of the incremental cost for replacement of the Water Purveyor's Water System versus the replacement of the Regional Water System. The replacement reserve account can be used to replace damaged or worn-out items.

Modifications to the Policy:

Any modification to this policy must be approved by the Board.

STAFF REPORTS

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: DECEMBER 16, 2015

SUBJECT: Agenda Item #19 - Staff reports

DISCUSSION: The following is a list of meetings/activities attended by Ed James and staff since the last Board meeting on November 18, 2015:

- 11/19/15 - Ed gave a regional update to the Lyon County Board of Commissioners in Yerington.
- 11/19/15 - Ed gave a regional update to the Silver Springs Mutual Water Company.
- 11/20/15 - Ed participated in the monthly meeting with the Douglas County Ag Group at Park Cattle Company.
- 11/20/15 - Ed and Debbie met with interested parties regarding the Virginia/Rocky Diversion Project at Park Cattle Company.
- 11/20/15 - Ed met with Rich Wilkinson of Carson City to look at the Golden Eagle project.
- 11/23/15 - Ed was interviewed about the drought by Sahara Robbins, a college student.
- 11/24/15 - Ed gave a presentation on the new floodplain maps at the Dayton Valley Conservation District Board meeting.
- 12/1/15 - Ed gave a regional update to the Truckee Carson Irrigation District (TCID) Board.
- 12/2/15 - Ed met with representatives from NRCS and the Washoe Tribe to discuss the Virginia Rocky River Restoration Project.
- 12/2/15 - Ed met with Jeff House from Kimley-Horn & Associates, Inc. and Robb Fellows from Carson City regarding the inundation maps for the Carson City area.
- 12/7-8/15 - Ed and Debbie received FEMA Mapping Information Platforms (MIPS) training from Jeanne Ruefer with Tetrattech.
- 12/8/15 - Ed attended a Governor's Board of Examiners meeting regarding including funding in the State budget for clearing and snagging.
- 12/8/15 - Brenda and Courtney listened to a webinar entitled "Ahead of the Curve – Implementing Green Infrastructure in Rural and Growing Communities."
- 12//8/15 - Ed participated in a meeting with representatives from Minden, Gardnerville, and Douglas County regarding clearing and snagging funding.
- 12/9/15 - Ed and Brenda met with Jacque Etchegoyhen from Legacy Land and Water LLC regarding conservation easements.

- 12/9/15 - Brenda and Courtney met with Mary Kay Wagner and Birgit Widegren from NDEP and Steve Lewis from University of Nevada Cooperative Extension (UNCE) to discuss the Watershed Literacy Implementation grant.
- 12/10/15 - Brenda, Courtney, and Toni participated in the CRC Education Working Group meeting.
- 12/10/15 - Brenda and Debbie met with Linda Conlin regarding the Conservation Tours grant.
- 12/11/15 - Ed and Toni participated in the CWSD Administrative Committee meeting.
- 12/14/15 - Ed attended an open house at Dayton Utilities to review the Lyon County flood maps.
- 12/16/15 - Ed attended a State Interim Finance Committee meeting regarding including funding in the State budget for clearing and snagging.
- 12/16/15 - Ed listened to a FEMA webinar.
- 12/16/15 - Brenda met with Glenn Davis of Still Water Consultants regarding our flood mitigation contract with them.

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

- 12/17/15 - Ed will attend the Douglas County Board of Commissioner's meeting regarding Smelter Creek.

STAFF RECOMMENDATION: Receive and file.

NO CORRESPONDENCE