

CARSON WATER SUBCONSERVANCY DISTRICT Regional Water System & Flood Committee

NOTICE OF PUBLIC MEETING

DATE: May 4, 2020
TIME: 12:00pm
LOCATION: Video Conference ZOOM Meeting

NOTICE TO PUBLIC: *The State of Nevada and Carson City are currently in a declared State of Emergency in response to the global pandemic caused by the coronavirus (COVID-19) infectious disease outbreak.*

In accordance with the Governor's Declaration of Emergency Directive 006, which has suspended the provisions of NRS 241.020 requiring the designation of a physical location for meetings of public bodies where members of the public are permitted to attend and participate, public meetings of Carson Water Subconservancy District will NOT have a physical location open to the public until such time this Directive is removed.

Members of the public who wish to participate during a public meeting may do so by providing public comment during the two designated public comment periods, indicated on the agenda, via telephone.

*To join by telephone, you must call **(712)451-0750** and then enter **Access Code: 411219**. You may also provide public comment in advance of a meeting by written submission to the following email address: catrina@cwsd.org. For inclusion or reference in the minutes of a meeting, your public comment must include your full name and be submitted via e-mail by not later than 3pm the day before the date of the meeting.*

AGENDA

Please Note: *The Carson Water Subconservancy District (CWSD) Board may: 1) take agenda items out of order; 2) combine two or more items for consideration; and/or 3) remove an item from the agenda or delay discussion related to an item at any time. All votes will be conducted by CWSD Board of Directors. Reasonable efforts will be made to assist and accommodate individuals with disabilities who wish to join the meeting. Please contact Catrina Schambra at (775)887-7450 (catrina@cwsd.org), at least two business days in advance so that arrangements can be made.*

1. Call to Order the CWSD Regional Water System & Flood Committee
2. Roll Call
3. For Discussion Only: Public Comment - Action may not be taken on any matter brought up under public comment until scheduled on an agenda for action at a later meeting.
4. For Possible Action: Approval of Agenda
5. For Possible Action: Approval of the Regional Water System and Flood Committee
March 16, 2020 Meeting Minutes

6. For Possible Action: Recommend approval of a funding request from Lyon County to obtain a Utility Right-of-Way from Dayton to Silver Springs
7. For Discussion Only: Review the CWSD Water Marketing Plan Update Memorandum from Lumos and Associates
8. For Discussion Only: Review the USGS 2009 Analysis of Streamflow Trends, Groundwater and Surface-Water Interactions, and Water Quality in the Upper Carson River Basin, Nevada and California Analysis
9. For Possible Action: Recommend approval of the five-year Mud Lake Lease Agreement with Carson City
10. For Possible Action: Recommend approval of the Lost Lake Agreement with Carson City
11. For Possible Action: Recommend approval of the HDR Agreement and Scope of Work for the restudy and remapping of the Churchill County Floodplain.
12. For Discussion Only: Update on Lost Lakes
13. For Discussion Only: Public Comment - Action may not be taken on any matter brought up under public comment until scheduled on an agenda for action at a later meeting.
14. For Possible Action: Adjournment

Supporting material for this meeting may be requested from Catrina Schambra at 775-887-7450 (catrina@cwsd.org) and is available on the CWSD website at www.cwsd.org.

In response to COVID-19 Emergency Directive:

Posting in public buildings in accordance with NRS 241.020 has been waived by COVID-19 Emergency Directive #6 of Governor Sisolak. Therefore, this notice and agenda of video conference meeting has been posted on or before 9am on April 28, 2020 on the following websites for the May 4, 2020 meeting of the Carson Water Subconservancy District Regional Water System and Flood Committee, in accordance with NRS 241.020:

Carson Water Subconservancy District Website:

<http://www.cwsd.org>

State Public Meetings Website:

<http://notice.nv.gov>

CARSON WATER SUBCONSERVANCY DISTRICT Regional Water System & Flood Committee

March 16, 2020, 9:30 am

DRAFT Minutes

Committee Members Present:

Carl Erquiaga (*Via Teleconference*)
David Griffith
Jack Jacobs (*Via Teleconference*)
Fred Stodieck
Mike Workman (*Via Teleconference*)

Committee Members Not Present:

Brad Bonkowski
Kathy Canfield

Staff Present:

Ed James, General Manager
Catrina Schambra, Secretary to the Board

Committee Member Erquiaga called the meeting of the Carson Water Subconservancy District's Regional Water System and Flood Committee to order at 9:34am in the Conference Room of Carson Water Subconservancy, 777 East William Street, Suite 110, Carson City, Nevada. Roll call was taken, and a quorum of the committee was determined to be present.

Item #3 – Discussion Only: Public Comment - None

Item #4 - For Possible Action: Approval of the Regional Water System and Flood Committee Minutes of April 3, 2019

Committee Member Jacobs made a motion to approve the Regional Water System and Flood Committee Minutes from April 3, 2019. The motion was seconded by Committee Member Stodieck and unanimously approved by the Regional Water System and Flood Committee.

Item #5 - For Possible Action: Review and Update the Policy & Procedure for Funding Assistance of Regional Water System

Mr. James reminded the committee members the purpose of this policy which guides CWSD in funding assistance for projects that provide regional water system benefits. In the past most of the funds were used to upsized pipes, as well as emergency connections and interties. He explained the history of why the fund was created and the need to modify the policy. He listed several projects we helped fund in the past.

The reason he suggested we look at the policy language is to make sure it's clear that the jurisdictions are to maintain these projects, not CWSD.

Director Workman stated the Lyon County/Carson City Agreement is the longest agreement on the books. Over the years it has become clear to him that it would be helpful to make clear in these agreements how much CWSD has funded in reserved capacity, to quantify what we are paying for at the time of the agreement. There was discussion of ownership of the capacity.

The committee members reviewed the suggested edits to the policy and refined the finished proposal to send to the full Board for approval.

Committee Member Griffith made a motion to recommend the CWSD Board approve the revisions made today to the Policy & Procedure for Funding Assistance of Regional Water System. The motion was seconded by Director Stodieck and unanimously approved by the Regional Water System & Flood Committee.

Item # 6 - For Possible Action: Discuss Utilization of Lost Lakes

Mr. James gave a history and overview of Lost Lakes. For the past ten years, CWSD costs for Lost Lakes has been over \$100,000. Most of these costs were associated with the dam safety fees. Over this same period CWSD staff costs have been approximately \$39,000. The revenue generated over this period was just over \$15,000.

Mr. James offered a few options for discussion regarding the water right:

- Work with Bentley to transfer water right to Mud Lake.
- Transfer the water right to an induction well downstream. He has discussed this possibility with the Water Master. CWSD would have to install equipment to measure the flow at the existing location. This process would also require submitting a water right transfer request which could take 3-5 years. Since it is on Forest Service land, they may have requirements for restoration.
- Sell to California Fish & Game.
- Exchange for Red Lake.

Committee Member Griffith wondered if Markleeville Water Company could move this water right to the East Fork. Mr. James said that since they are in two different drainages this work not work.

Director Stodieck thinks a trade with Red Lake would make the most sense to give California Fish & Game two fisheries.

Mr. James said CWSD would need Alpine County political help. He would like to work with

Committee Member Griffith regarding a possible trade for Red Lake. Mr. James would like approval to move forward with this idea.

Director Jacobs asks Mr. James if he sees any strong objections to this. Mr. James thinks the biggest objection is California Fish & Game does not want the two fisheries. We will need other groups help to push the idea.

Mr. James will move investigate further and report back to the committee.

No action was taken.

Item # 7 - For Possible Action: Discuss renewing the Mud Lake Agreement w/ Carson City

The current agreement will end September 2020 and Carson City is proposing a new 5-year agreement. Mr. James will be sending the proposed changes to the committee after Patrick King has reviewed.

No action was taken.

Item #8 – For Discussion Only: Public Comment – None

There being no further business to come before the Regional Water System and Flood Committee, Director Erquiaga adjourned the meeting at 10:45am.

Respectfully submitted,

Catrina Schambra

Secretary to the Board

**CARSON WATER SUBCONSERVANCY DISTRICT
REGIONAL WATER SYSTEM AND FLOOD COMMITTEE**

TO: REGIONAL WATER SYSTEM AND FLOOD COMMITTEE

FROM: EDWIN D. JAMES

DATE: MAY 4, 2020

SUBJECT: Agenda Items Background Information

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Item # 6 – For Possible Action: Recommend approval of a funding request from Lyon County to obtain a Utility Right-of-Way from Dayton to Silver Springs.

Attached is a request from Lyon County asking for funding assistance to obtain a Utility Right-of-Way from Dayton to Silver Springs. Staff has reviewed the request and deems that it is eligible for funding out of the Acquisition/Construction Fund.

Item # 7 – For Discussion Only: Review the CWSD Water Marketing Plan Update Memorandum from Lumos and Associates.

Lumos and Associates will give the committee and update on the BOR WaterSmart Water Marketing study for the Carson River Watershed.

Item # 8 – For Discussion Only: Review the USGS 2009 Analysis of Streamflow Trends, Groundwater and Surface-Water Interactions, and Water Quality in the Upper Carson River Basin, Nevada and California Analysis.

In 2009, the USGS published the Streamflow Trends, Groundwater and Surface-Water Interactions, and Water Quality in the Upper Carson River Basin, Nevada and California Analysis report. This study was funded by Churchill County, TCID, and the US Fish and Wildlife Service. These entities had questions regarding the amount of water being pumped upstream of Lahontan Reservoir and the possible impact on river flows. The report concluded that there were no measurable changes in flows going to Lahontan Reservoir and the increase pumping was being offset by other factors such as reduction in irrigated ag lands.

With the recent USGS Middle Carson River modeling effort the question is being asked again if the upstream water use is impacting flows to Lahontan Reservoir. CWSD staff is currently updating the data used in the 2009 report (the study period in the report went from 1940 to 2005). Once CWSD staff has updated the data, staff will evaluate the data to see if there are any measurable changes to flows into Lahontan Reservoir.

Staff will give an update on the data collected.

Item # 9 – For Possible Action: Recommend approval of the five-year Mud Lake Lease Agreement with Carson City.

Attached is a draft agreement for Carson City to lease the Mud Lake water. This agreement is basically the same agreement that has been used since 1995.

CWSD Regional Water System & Flood Committee
May 4, 2020 - Agenda Item Background

Item # 10 - For Possible Action: Recommend approval of the Lost Lakes Agreement with Carson City.

Attached is a draft agreement for Carson City to lease the Lost Lake water for Water Year 2021. This agreement is basically the same agreement that was used last fiscal year.

Item # 11 - For Possible Action: Recommend approval of the HDR Agreement and Scope of Work for the restudy and remapping of the Churchill County Floodplain.

Attached is the draft HDR Agreement and Scope of Work to restudy and remap the Churchill County Floodplain. This project is being funded by FEMA. HDR was selected to conduct this study using the CWSD On-Call list. The hydrology is currently being conducted by Precision Engineering.

Item # 12 – For Discussion Only: Update on Lost Lakes.

Staff will give a brief update on ideas of how to utilize the Lost Lakes water rights.



LYON COUNTY UTILITIES DEPARTMENT

34 Lakes Blvd. Suite 103
P.O. Box 1699
Dayton NV 89403
Phone (775) 246-6220 Fax: (775) 246-6223
www.lyon-county.org

Agenda Item #6

April 2, 2020

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

Re: Highway 50 Utility Right-of- Way Project – Funding Request

Dear Mr. James,

Lyon County Utilities, with the assistance of Vidler Water Company, would like to utilize the Carson Water Subconservancy District's Regional Water System funding source to obtain a Utility Right-of-Way (R/W) from Dayton to Silver Springs. The R/W would be for multiple utilities such as water, sewer and reclaimed water. The intent being that the work to obtain the R/W should only be undertaken once. Aside from the annual \$400 BLM rent, this would be a no cost project to Lyon County. Vidler would undertake the necessary initial engineering and routing with Lyon County Utilities as well as the initial permitting checklist and related groundwork. This initial scope of work will then allow the Subconservancy District to evaluate and provide funding for hard costs and Lyon County Utilities would provide support in the form of signatory, right-of-way approvals and ownership and maintenance.

The proposed project is necessary to obtain the requisite right-of-way along the Highway 50 corridor for a utility corridor between Dayton and Silver Springs. The right-of-way and future pipelines would further the connectivity between the communities along with highway 50 corridor. Once completed, the future pipelines could serve the daily needs of the communities as well as assist in times of water shortage and emergencies. Funding will be used for surveying, preliminary engineering and right of way permitting costs. Attached is a cost estimate for the project.

We are tentatively scheduled for the April 16th Lyon County Commissioners Board Meeting to seek funding request approval and would appreciate if you could attend.

As we understand, a meeting with your board is required prior to the Lyon County Board Meeting. Please let us know when that meeting is scheduled.

Thank you for your consideration in this matter,

Regards,

David Bruketta, Utilities Director
Lyon County Utilities

Cc: David Merrill, Vidler Water Company

Highway 50 Right-of-way Acquisition Cost Estimate

3/27/2020

<u>Item</u>	<u>Who does the Work</u>	<u>Who Pays</u>	<u>Hours</u>	<u>\$/Hour</u>	<u>Lyon County</u>	<u>Vidler in-kind</u>	<u>CWSD</u>
Rough Waterline layout	Vidler		40	\$ 200		\$ 8,000	
Existing Right-Of-Way/Easement/Property Ownership Map	Vidler		40	\$ 200		\$ 8,000	
Preliminary Design	Vidler		80	\$ 200		\$ 16,000	
Lyon County Engineering Review	FarrWest Engineering	CWSD	40	\$ 180			\$ 7,200
Drafting/R/W Map	Consultant	CWSD	50	\$ 200			\$ 10,000
BLM Application /POD	Vidler		160	\$ 200		\$ 32,000	
NDOT Application /Maps	Vidler		40	\$ 200		\$ 8,000	
Lyon County Application	Vidler		40	\$ 200		\$ 8,000	
NDOT Application Fees (10 miles)*	Vidler	CWSD					\$ 30,000
Cultural and Biological Studies (2 Parcels)	Consultant	CWSD					\$ 40,000
BLM Cost Recovery		CWSD					\$ 30,000
BLM Annual Rent \$400 per year	Vidler	Lyon			\$ 400		
					\$ 400	\$ 80,000	\$ 117,200
		Contingency	10%			\$ 8,000	\$ 11,720
		Total			\$ 400	\$ 88,000	\$ 128,920
		Grand Total					\$ 217,320
						Say	\$ 217,500

*NDOT Publication "Terms and Conditions Relating to Right-of-Way Occupancy Permits" 2018 Edition, Rev. 02-2019

II,1, IC. Greater than 5 miles.

The Department will charge and collect a fee in an amount equal to the cost incurred by the

Department to review an application for an occupancy permit and inspect the installation of

Underground and Aerial facilities. NDOT Publication "Terms and Conditions Relating to Right-of-Way Occupancy Permits" 2018 Edition, Rev. 02-2019

WATER LEASE AGREEMENT

This Water Lease Agreement is entered into between the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada, by and through its duly constituted Board of Directors (hereinafter “CWSD”) and CARSON CITY, a political subdivision of the State of Nevada, by and through its duly constituted Board of Supervisors (hereinafter “CITY”).

WITNESSETH:

WHEREAS, CWSD holds title to 526.25-acre feet of water rights, including storage rights in Mud Lake Reservoir.

WHEREAS, CITY desires to lease CWSD water for the next five (5) years for use within the boundaries of CITY for municipal purposes; and

WHEREAS, CWSD has made or will make any necessary application(s) to the State Engineer for permission to use CWSD water rights for the purposes contemplated under this Agreement.

THEREFORE, in consideration of the mutual undertakings and for other good and valuable consideration, the parties agree and contract as follows:

1. Terms of Agreement/Cost of Water

The term of this Agreement shall commence on the date both parties have executed the Agreement and shall continue through September 30, 2025. CITY agrees to lease and use up to but not to exceed 526.25 acre feet of CWSD water, less 7 percent loss imposed by the State Engineer, for a maximum of 489.41 acre feet, subject to the requirements of Nevada water law, during the five year term.

CITY shall use the water during this term in accordance with the terms of the Final Decree in the case entitled *United States v. Alpine Land & Reservoir Company*, Civil No. D-183 BRT, United States District Court, District of Nevada (hereinafter “Alpine Decree”).

If CITY does not intend to utilize all the Mud Lake water in any given year, CITY shall notify CWSD before the beginning of the next irrigation season, whereupon CWSD may lease the remaining unused water to another entity.

As used in this Agreement, the term “water delivery season” means the period beginning October 1 and ending March 31 of the following year. For the water delivery season beginning October 1, 2020, the CITY shall pay CWSD \$114.00 per acre foot for water used as metered at CITY’s point of re-diversion. For each water delivery season thereafter, CITY agrees to increase the price per foot of water paid to CWSD each year. The rate of increase shall be determined by and be equal to the percentage change in the Consumer Price Index for All Urban Consumers (CPI) - All Items (1982-1984 = 100), as published by the Bureau of Labor Statistics, Washington, D.C., commencing with the index for the twelve month period ending September 30, 2020, as the baseline and using the annual percentage change above the baseline each year thereafter. Such an increase will be applicable every year.

The calculation of the water used by City shall not include any loss of water determined by the State Engineer or the Federal Water Master, due to conveyance from Mud Lake Reservoir or any other CWSD storage facilities to CITY’s point of re-diversion. Unless otherwise agreed to by both parties, CITY shall pay CWSD by June 15 of each year for CITY’s metered usage during the previous water delivery season.

2. Costs of Diversion and Delivery of Water

CWSD shall bear the costs of delivery of the water to CITY's point of re-diversion, including the costs of any required approvals by the State Engineer, operation and maintenance of upstream storage facilities, and payment of water fees to the Federal Water Master. CITY shall bear the costs associated with pumping the water from the Carson River, measuring devices, pipelines, and other transporting devices. CWSD and CITY agree to coordinate the delivery of water.

3. Different Source of Water

CWSD in its sole discretion may deliver a like amount of water from a source or sources other than Mud Lake Reservoir so long as the timing of the water delivery is mutually acceptable.

4. Treatment

CITY shall be responsible for the treatment of all water for municipal purposes, including water leased from CWSD, to applicable local, state, and federal standards.

5. Relief from Performance

In the event that the State of Nevada or a court of competent jurisdiction prevents the delivery of the surface water that is the subject of this Agreement to CITY's point of re-diversion, or if the Federal Water Master prevents the use of the subject water, CWSD and CITY are relieved from performance under this Agreement unless CWSD and CITY make a different agreement in writing.

6. Required Approval

This Agreement will not become effective unless approved by appropriate official action of the Board of Supervisors of CITY and the Board of Directors of CWSD.

7. Authority to Sign

The Parties represent and warrant that the person executing this Agreement on behalf of each respective Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in this Agreement.

8. Recordation

When fully executed, CITY shall record this Agreement with the Clerk-Recorder of Carson City, Nevada and with the Douglas County Recorder.

9. Limited Liability

CITY and CWSD do not waive and intends to assert any and all available Nevada Revised Statutes (NRS) Chapter 41 liability limitations in all cases. The contract liability of both Parties will not be subject to punitive or liquidated damages.

10. Indemnification

To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other Party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying Party, its officers, employees and agents. CITY further agrees to indemnify and hold CWSD harmless for any claims or actions including damages, costs and attorney's fees concerning the use of this water by CITY as specified in this Agreement.

11. Successors and Assigns

This Agreement shall bind all successors in interest and assigns of CWSD and CITY.

12. Preamble; Recitals

The preamble and recitals are hereby made a part of this Agreement.

13. Continuing Appropriation

Pursuant to NRS 244.320, the Board of Supervisors of CITY has no authority to bind CITY to a contract beyond the terms of the Supervisors in office at the time of the contract approval. If a future Board of Supervisors of CITY does not appropriate money for this Agreement, CITY is no longer bound by this Agreement.

14. Notices

All notices or other communications required or permitted to be given under this Agreement must be in writing and shall be deemed to have been duly given if delivered personally by hand, or mailed by first class U.S. Mail, postage prepaid on the date posted, to the other Party at the following address:

CARSON WATER
SUBCONSERVANCY DISTRICT
Attn.: Edwin James
General Manager
777 E. William St., #110A
Carson City, NV 89701
775/887-7450

CARSON CITY

Attn.: Darren Schulz
Public Works Director
3505 Butti Way
Carson City, NV 89701
775/887-2355 x-7391

15. Severability

If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if the provision did not exist, the provisions will not be construed to render any other provision or provisions of this Agreement unenforceable, and the remaining terms of this Agreement will continue in full force and effect.

16. Public Records

Under NRS 239.010, CITY and CWSD information or documents may be open to public

inspecting and copying. The Parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

17. Separate Entities; Independent Contractor

The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Nothing contained in this Agreement may be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities, and obligations of the other Party. Each Party is and continues to be separate and distinct from the other Party, and each Party shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. The Parties' respective employees, agents, attorneys, principals, or representatives shall not be considered employees, agents, attorneys, principals, or representatives of the other Party.

18. Governing Law and Jurisdiction

This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed according to the laws of the State of Nevada. The Parties consent to the jurisdiction of the First Judicial District Court of the State of Nevada in and for Carson City for enforcement of this Agreement.

19. Breach

The failure of either Party to perform any obligation of this Agreement within 30 days after being given written notice by the non-breaching Party of the failure to perform shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties are not exclusive and are in addition to any other rights and remedies provided by law or

equity, including, without limitation, actual damages. In any action brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to its attorney's fees and costs, whether such a result was achieved by settlement, alternative dispute resolution or litigation. The Parties agree that, in the event a lawsuit is filed and a Party is awarded attorney's fees under this Agreement or by the court, for any reason, the rate applied to recoverable attorney's fees shall not exceed the rate of \$125 per hour.

20. Waiver

No waiver of any right or remedy shall be effective unless in writing. A waiver of any right or a party's failure to insist on strict compliance with the terms of this Agreement shall not operate as a waiver of any other right or remedy.

21. No Third-Party Beneficiary

It is specifically agreed between the Parties that none of the provisions this Agreement create in the public or any member thereof a third-party beneficiary, or grant anyone not a Party to this Agreement any right to maintain a suit for personal injuries or property damage under the terms or provisions of this Agreement.

22. Entire Agreement; Modification

This Agreement constitutes the entire Agreement of the Parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter herein. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. No modification or

amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the Parties hereto.

23. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same Agreement.

24. Force Majeure

Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CARSON WATER
SUBCONSERVANCY DISTRICT

CARSON CITY

CARL ERQUIAGA, Chairman

ROBERT L. CROWELL, Mayor

Dated:_____

Dated:_____

ATTEST:

ATTEST:

By: _____
CATRINA SCHAMBRA, Secretary to the Board

By: _____
AUBREY ROWLATT,
Clerk-Recorder

Dated: _____

Dated: _____

DRAFT

WATER LEASE AGREEMENT

This Water Lease Agreement is entered into between the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada, by and through its duly constituted Board of Directors (hereinafter “CWSD”) and CARSON CITY, a political subdivision of the State of Nevada, by and through its duly constituted Board of Supervisors (hereinafter “CITY”).

WITNESSETH:

WHEREAS, CWSD holds title to 219.0 acre feet of water rights, including storage rights in Upper and Lower Lost Lakes Reservoirs, Claim Numbers 812 and 813 in the Alpine Decree; and

WHEREAS, CITY desires to lease CWSD water for one (1) year for use within the boundaries of CITY for municipal purposes; and

WHEREAS, CWSD has made or will make any necessary application(s) to the State Engineer for permission to use CWSD's water rights for the purposes contemplated under this Agreement.

THEREFORE, in consideration of the mutual undertakings and for other good and valuable consideration, the parties agree and contract as follows:

1. **Term of Agreement/Cost of Water**

The term of this Agreement shall commence on the date both parties have executed the Agreement and shall continue through June 30, 2021. CITY agrees to lease and use an amount not to exceed 100.0 acre feet of CWSD water from Lost Lakes.

CITY shall pay CWSD \$57.00 per acre foot for water pumped by CITY. As used in this

Agreement, the term “water delivery season” means the period beginning October 1, 2020, and ending March 31, 2021. The amount of water that can be pumped by CITY shall be determined by the actual amount of water released from Lost Lakes less any loss of water determined by the State Engineer or the Federal Water Master, due to conveyance from Lost Lakes Reservoirs to CITY’s point of re-diversion. CITY shall pay CWSD for only the amount of water that is pumped. CITY shall pay CWSD by 15th of June based on the actual metered usage.

2. Costs of Diversion and Delivery of Water

CWSD will submit the Temporary Permit to the Nevada State Engineer and pay the application fees. The City will reimburse CWSD the fees once CWSD receives the Temporary Permit from the State Engineer. CWSD shall bear the costs of delivery of the water to CITY’s point of re-diversion, including the costs of operation and maintenance of upstream storage facilities and payment of water fees to the Federal Water Master. CITY shall bear the costs associated with pumping the water from the two induction wells (Well Numbers 25 and 41B), measuring devices, pipelines, and other transporting devices. The City must first use all the Mud Lake water before pumping the Lost Lake water.

3. Treatment

CITY shall be responsible for the treatment of all water for municipal purposes, including water leased from CWSD, to applicable local, state, and federal standards.

4. Relief from Performance

In the event that the State of Nevada or a court of competent jurisdiction prevents the delivery of the surface water that is the subject of this Agreement to CITY’s point of re-diversion, or if the Federal Water Master prevents the use of the subject water, CWSD and CITY are relieved from

performance under this Agreement unless CWSD and CITY make a different agreement in writing.

5. Required Approval

This Agreement will not become effective unless approved by appropriate official action of the Board of Supervisors of CITY and the Board of Directors of CWSD.

6. Authority to Sign

The Parties represent and warrant that the person executing this Agreement on behalf of each respective Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in this Agreement.

7. Recordation

When fully executed, CITY shall record this Agreement with the Clerk-Recorder of Carson City, Nevada and with the Douglas County Recorder.

8. Limited Liability

CITY and CWSD do not waive and intend to assert any and all available Nevada Revised Statutes (NRS) Chapter 41 liability limitations in all cases. The contract liability of both Parties will not be subject to punitive or liquidated damages.

9. Indemnification

To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other Party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying Party, its officers, employees

and agents. CITY further agrees to indemnify and hold CWSD harmless for any claims or actions including damages, costs and attorney's fees concerning the use of this water by CITY as specified in this Agreement.

10. Preamble: Recitals

The preamble and recitals are hereby made a part of this Agreement.

11. Continuing Appropriation

Pursuant to NRS 244.320, the Board of Supervisors of CITY has no authority to bind CITY to a contract beyond the terms of the Supervisors in office at the time of the contract approval. If a future Board of Supervisors of CITY does not appropriate money for this Agreement, CITY is no longer bound by this Agreement.

12. Notices

All notices or other communications required or permitted to be given under this Agreement must be in writing and shall be deemed to have been duly given if delivered personally by hand, or mailed by first class U.S. Mail, postage prepaid on the date posted, to the other Party at the following address:

For notice purposes, the addresses of each party are as follows:

CARSON WATER
SUBCONSERVANCY DISTRICT
Attn.: Edwin James
General Manager
777 E. William St., #110A
Carson City, NV 89701
775/887-7450

CARSON CITY

Attn.: Darren Schulz
Public Works Director
3505 Butti Way
Carson City, NV 89701
775/887-2355 x- 7391

13. Severability

If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if the provision did not exist, the provisions will not be construed to render any other provision or provisions of this Agreement unenforceable, and the remaining terms of this Agreement will continue in full force and effect.

14. Public Records

Under NRS 239.010, CITY and CWSD information or documents may be open to public inspecting and copying. The Parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

15. Separate Entities; Independent Contractor

The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Nothing contained in this Agreement may be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities, and obligations of the other Party. Each Party is and continues to be separate and distinct from the other Party, and each Party shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. The Parties' respective employees, agents, attorneys, principals, or representatives shall not be considered employees, agents, attorneys, principals, or representatives of the other Party.

16. Governing Law and Jurisdiction

This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed according to the laws of the State of Nevada. The Parties consent to the jurisdiction

of the First Judicial District Court of the State of Nevada in and for Carson City for enforcement of this Agreement.

17. Breach

The failure of either Party to perform any obligation of this Agreement within 30 days after being given written notice by the non-breaching Party of the failure to perform shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties are not exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages. In any action brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to its attorney's fees and costs, whether such a result was achieved by settlement, alternative dispute resolution or litigation. The Parties agree that, in the event a lawsuit is filed and a Party is awarded attorney's fees under this Agreement or by the court, for any reason, the rate applied to recoverable attorney's fees shall not exceed the rate of \$125 per hour.

18. Waiver

No waiver of any right or remedy shall be effective unless in writing. A waiver of any right or a party's failure to insist on strict compliance with the terms of this Agreement shall not operate as a waiver of any other right or remedy.

19. No Third-Party Beneficiary

It is specifically agreed between the Parties that none of the provisions this Agreement create in the public or any member thereof a third-party beneficiary, or grant anyone not a Party to this Agreement any right to maintain a suit for personal injuries or property damage under the terms or provisions of this Agreement.

20. Entire Agreement; Modification

This Agreement constitutes the entire Agreement of the Parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter herein. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. No modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the Parties hereto.

21. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same Agreement.

22. Force Majeure

Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CARSON WATER
SUBCONSERVANCY DISTRICT

CARSON CITY

CARL ERQUIAGA, Chairman

Dated: _____

ATTEST:

CATRINA SCHAMBRA, Secretary to the Board

Dated: _____

ROBERT CROWELL , Mayor

Dated: _____

ATTEST:

AUBREY ROWLATT, Clerk-Recorder

Dated: _____



Agenda Item #11

Agreement

Carson Water Subconservancy District (hereinafter "**CWSD**") and HDR Engineering, Inc. (hereinafter "**HDR**") hereby enter into an agreement whereby HDR will conduct a Churchill County PMR Study in accordance with and subject to the following terms and conditions:

1) **ASSIGNMENT**

HDR's assignment shall relate to the following product(s) or service(s):

Conduct a Churchill County PMR Study, which is further identified and described in Exhibit "A," the compensation paid to HDR for the CWSD Video shall not exceed **\$253,824**.

2) **INDEMNITIES**

(a) To the fullest extent permitted by law HDR shall indemnify, hold harmless and defend, not excluding the CWSD's right to participate, the CWSD from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, to the extent arising out of any alleged negligent or willful acts or omissions of HDR, its officers, employees and agents.

(b) CWSD will indemnify and hold HDR harmless with respect to any claims or actions instituted by third parties which result from the use by HDR of material furnished by CWSD or where material created by HDR is substantially changed by CWSD. Information or data obtained by HDR from CWSD to substantiate claims made in advertising shall be deemed to be "materials furnished by CWSD."

(c) In the event of any proceeding against CWSD by any regulatory agency or in the event of any court action or self-regulatory action challenging any advertising prepared by HDR, HDR shall assist in the preparation of the defense of such action or proceeding and cooperate with CWSD and CWSD's attorneys. CWSD will reimburse HDR any out-of-pocket costs HDR may incur in connection with any such action or proceeding.

(d) Neither party waives any right or defense to indemnification that may exist in law or equity.

3) **INSURANCE**

Unless otherwise required in this Agreement, the CWSD and HDR 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 per 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) HDR shall name CWSD as an additional insured and deliver a certificate to CWSD.

4) **TERM OF AGREEMENT**

a) The term of this Agreement will commence on the date of the last signature executed hereon and will continue in full force and effect until **12/31/2022**, unless extended by written agreement of the parties.

b) HDR will submit monthly invoices with a description of activities performed.

c) In the event of termination of this Agreement, the rights, duties, and responsibilities of HDR shall continue in full force during the period of notice.

d) If circumstances arise that require a time extension to complete the project, the CWSD Board grants the General Manager authority to do so in a written notice to HDR.

5) **PERFORMANCE**

Should HDR fail to perform any of the services provided for in Exhibit "A", CWSD shall notify HDR of such non-performance and allow thirty (30) days for HDR to remedy the performance. If the performance has



not been satisfied within thirty days, CWSD may withhold payment only for the services not performed in accordance with this Agreement.

6) **SUPPLEMENTS TO AGREEMENT**

The following Exhibits are an integral part of this Agreement:

(a) **Exhibit A HDR Scope of Work**

7) **INDEPENDENT CONTRACTOR**

HDR acknowledges that it is furnishing the services contemplated by this Agreement hereto as an independent contractor, and not as an employee, or agent of CWSD or any of its affiliates.

8) **OWNERSHIP**

Upon payment in full to HDR of undisputed amounts, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which are intended to be considered under this Agreement), or any other documents or drawings, prepared, or in the course of preparation, by HDR (or its subcontractors) in performance of its obligations under this Agreement shall be the exclusive property of CWSD and all such materials shall be delivered into CWSD's possession by HDR upon completion, termination, or cancellation of this Agreement. HDR shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of HDR's obligations under this Agreement without the prior written consent of CWSD.

9) **AGREEMENT TERMINATION**

- (a) Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Agreement may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.
- (b) Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated by either party upon written notice of default or breach to the other party as follows:
 - (1) If HDR fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
 - (2) If any State, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by HDR to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - (3) If HDR becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - (4) If CWSD materially breaches any material duty under this Agreement and any such breach impairs HDR's ability to perform; or
- (c) Time to Correct. Termination upon declared default or breach may be exercised only after service of formal written notice and the subsequent failure of the defaulting party within thirty (30) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- (d) Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this Section survive termination:
 - (1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - (2) HDR shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the CWSD;



- (3) HDR shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by the CWSD;
- (4) HDR shall preserve, protect and promptly deliver into CWSD possession all information in accordance with Section 8, Ownership.

10) **RIGHTS UPON TERMINATION**

Upon termination of this Agreement, HDR shall transfer, assign and make available to CWSD or CWSD's representative, all property and materials in their possession or control belonging to and paid for by CWSD, subject, however, to any rights of third parties of which HDR has informed CWSD.

11) **BREACH REMEDIES**

Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages. If the court awards reasonable attorney's fees to the prevailing party, in an amount to be determined by the Court.

The parties acknowledge or agree that the contract was written and agreed by both parties.

Prior to the initiation of any litigation the parties agree to mediate.

12) **PUBLIC RECORDS**

Pursuant to NRS 239.010, information or documents received from HDR may be open to public inspection and copying. CWSD has a legal obligation to disclose such information unless a particular record is made confidential by law. HDR may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that HDR thereby agrees to indemnify and defend CWSD for honoring such a designation. The failure to so label any document that is released by CWSD shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

13) **NOTICES**

Any notice pursuant to this Agreement will be addressed to the following parties:

Attn.: Edwin James
Carson Watershed Subconservancy District
777 E William Street, Suite 110 A
Carson City, NV 89701

Attn.: _____
HDR Engineering, Inc.

14) **FORCE MAJEURE**

Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, epidemic, pandemic, government-ordered shutdown or shelter-in-place orders or the like, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected party will notify the other party in writing within ten (10) days after the beginning of any such cause that would affect its performance. Notwithstanding, if a party's performance is delayed for a period exceeding thirty (30) days from the date the other party receives notice under this paragraph, the non-affected party will have the right, without any liability to the other party, to terminate this agreement.

15) **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.

16) **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.

17) **SEVERABILITY**

Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Letter that are valid, enforceable and legal.

18) **GOVERNING LAW**

This Agreement shall be interpreted in accordance with the laws of the State of Nevada pertaining to contracts made and performed entirely therein. If the above accords with the parties' understanding and agreement, kindly indicate consent hereto by signing in the place provided below.

Accepted and Agreed on behalf of:
Carson Water Subconservancy District

Accepted and Agreed on behalf of:
HDR Engineering, Inc.

Signature *Date*
Edwin D. James
General Manager

Signature _____ Date _____

Director/Owner



Exhibit A

HDR Engineering, Inc. Scope of Work:

Churchill County PMR Scope Outline

CWSD is working with Churchill County, NV to remap FEMA regulatory special Flood Hazard Zones for the Carson River downstream of Lahontan Dam. There are approximately 29 river miles proposed to be updated. It is anticipated that the following 13 map panels will be modified: 32001C1368F, 32001C1375, 32001C1394F, 32001C1411F, 32001C1413F, 32001C1700F, 32001C1706F, 32001C1707F, 32001C1725F, 32001C1726F, 32001C1727F, 32001C1731F, and 32001C1732F. Revision to multiple map panels classifies this effort as a Physical Map Revision (PMR).

1. Project Management:

- a. **Project Setup:** The Contractor will conduct management activities related to the initiation of the project. These activities will include contract initiation, preliminary project review, and project document setup.
- b. **Invoicing & Progress Reports:** Schedule and budget progress will be reported through submission of monthly invoices. Invoices will be accompanied by brief progress reports.
- c. **Coordination:** The Contractor's Project Manager will work with CWSD to facilitate regular communication and transfer of information with the project team. Churchill County Staff will be included in these team meetings as the local community member.
- d. **QA/QC:** Contractor will conduct internal QA/QC tasks to ensure quality products are being delivered.

2. Data Collection:

- a. **FEMA Data:** The Contractor's Staff will collect the most current effective FEMA information including the Flood Insurance Studies (FIS), Flood Insurance Rate Maps (FIRM), Letters of Map Revision (LOMR) in the Study Area, Digital National Flood Hazard Layers (NFHL, and the backup data and work maps for the current FIS).
- b. **Hydraulic Structure Record Data:** Contractor personnel will collect available as-built drawings and record, as a record drawing, data for hydraulically significant structures including bridges, roadways, and inline structures for the study area.

3. Field Reconnaissance and Survey:

- a. **Field Reconnaissance:** In order to better parameterize the hydraulic model, Contractor will conduct a site visit to take photos, make basic structure measurements, and develop field sketches per FEMA guidance.
- b. **Survey:** Contractor will subcontract with a local surveyor to survey significant hydraulic structures and channel cross sections where bathymetric data is not included in the LiDAR information. There are 16 hydraulically significant structures in the study reach. Survey methods and accuracy will comply with *FEMA Guidance for Flood Risk Analysis and Mapping Data Capture – Workflow Details* (Dated February 2018) and *Guidance for Flood Risk Analysis and Mapping - Elevation Guidance* (Dated May 2016).
- c. **Assumption:** Since all the field survey need are not able to be determined at the time of the development for this scope of services, a Time and Materials estimated budget has not been established for the field survey tasks. Rather, an overall budget reserve has been established to cover field surveying needs. Specific field survey tasks will be identified by CONSULTANT and task requests will be submitted in writing.

4. **Terrain Refinement:** Bathymetric Survey data collected in Task 3b will be used with the most up to date LiDAR data available to create a defensible digital terrain model (DTM) for hydraulic modeling and mapping purposes.
5. **Hydraulics:** A defensible hydraulic model will be developed by the Contractor using the most up to date versions of the US Army Corps of Engineers' HEC-RAS software. This model will be used to establish new base flood elevations (BFEs), floodplain and floodway mapping, and main channel water surface profiles for the 10-, 2-, 1- and 0.2-percent-annual-chance (%) events (10-, 50-, 100-, and 500-year events). It is anticipated that a basic 2D model will be developed to assess preliminary floodplain hydrodynamics. This 2D model will then be used to inform a 1D model of the study reach. Because the study reach is relatively confined and a new floodway delineation is desired, a 1D model is more conducive to this effort.

6. Mapping:

- a. **Data Development:** Once the modeling is completed in HEC-RAS, the 1% and 0.2% chance water surface elevations will be post-processed in GIS and RAS Mapper to develop the digital floodplain and floodway boundaries, and water surface contours. Floodplain/floodways will then be edited as necessary to correct typical post-processing anomalies. All data will be in NAD 83, State Plane Feet, Nevada West (FIPS 2703) horizontal datum and NAVD 88 vertical datum.
- b. **Work Maps:** A set of work maps will be developed to accompany the Technical Data Notebook (TDN) for submission to FEMA. These maps will be at a scale of 1" = 500' to be consistent with the current FEMA Flood Insurance Rate Maps and will include the following information to comply with FEMA's requirements for a PMR Work Map.
 - Aerial photo background
 - Two-foot contours
 - River centerline alignment
 - Model cross sections with cross section number labeling
 - Effective Flood Hazard Zones
 - Proposed Flood Hazard Zones and Floodway
 - Tie-in locations to existing FEMA mapping
 - Base Flood Elevations
- c. **Annotated FIRMs:** Annotated FIRMs will be produced for submission to FEMA per LOMR requirements. These maps will be reproductions of the effective Flood Insurance Rate Maps with the proposed map changes shown. These changes would include: 1% annual chance flood boundaries, BFEs, floodway boundaries, flood zone designations, and modified corporate limits.

7. Public Outreach:

- a. **Public Notification:** In order to comply with federal regulations, it is necessary to inform all landowners who will be affected by the proposed map revisions. Those properties that experience an increase to the regulatory floodway, increase to the extents of the special flood hazard area and those that experience an increase in the base flood elevations must be individually notified by letter. GIS capabilities and the up to date

b. **Assumption:** It is assumed that CWSD or Churchill County Staff will be responsible for preparing and sending individual notifications. HDR will only provide a list of affected parcel numbers and a form letter template.

- a. **Technical Support Data Notebook (TSDN):** Upon completion of the modeling and mapping, all necessary reporting will be developed to satisfy the requirements of 44 CFR 65. This will include a TSDN summarizing the project work including maps, figures, and tables as appropriate to describe the process. The report will be developed in enough detail to comply with FEMA Guidance and Standards.
- b. **Response to Comments:** HDR staff will address any FEMA comments and respond accordingly.

a. Below is an anticipated rough budget for the project.

Below is an anticipated Schedule.

[illegible]