

**CARSON WATER SUBCONSERVANCY DISTRICT  
BOARD OF DIRECTORS  
AND CARSON RIVER WATERSHED COMMITTEE**

**NOTICE OF PUBLIC MEETING**

**DATE:** May 20, 2020  
**TIME:** 6:30pm  
**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@cwdsd.org](mailto:catrina@cwdsd.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 attend the meeting. Please contact Catrina Schambra at (775)887-7450 ([catrina@cwdsd.org](mailto:catrina@cwdsd.org)), at least two business days in advance so that arrangements can be made.*

1. Call to Order the CWSD Board of Directors/Carson River Watershed Committee
2. Roll Call
3. Pledge of Allegiance
4. 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.
5. For Possible Action: Approval of Agenda
6. For Possible Action: Approval of the Board Meeting Minutes of April 15, 2020

**CONSENT AGENDA**

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

7. For Possible Action: Approval of Treasurer's Report for April 2020
8. For Possible Action: Approval of Payment of Bills for April 2020
9. For Possible Action: Approval of the five-year Mud Lake Agreement with Carson City
10. For Possible Action: Approval of the one-year Lost Lake Agreement with Carson City

11. For Possible Action: Approval of the HDR Contract to Restudy and Remap the Churchill County Floodplains in an amount of \$253,824
12. For Possible Action: Approval of time extension with Rob Loveberg to complete the Low Impact Development Watershed Ordinances and possibility increase the agreement by \$2,000
13. For Possible Action: Ratify approval for the Watershed Program Manager to attend the StormCon Conference in Seattle, August 17-19, 2020
14. For Possible Action: Approval of the funding agreement from Alpine County, California to Carson Water Subconservancy District to conduct the Mesa Groundwater Elevation Monitoring Program in the amount not to exceed \$6,500

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

15. For Possible Action: PUBLIC HEARING - Carson Water Subconservancy District will hold a Public Hearing on its FY 2020-2021 Tentative Budget
16. For Possible Action: Approval of funding request from Lyon County to obtain a Utility Right-of-Way from Dayton to Silver Springs in an amount of \$125,000
17. For Discussion Only: Discussion on the Carson River Water Marketing Study Update Memorandum from Lumos and Associates
18. For Possible Action: Approval of the CWSD Fiscal Year 2020-21 Final Budgets for the General, Acquisition/Construction, and Floodplain Funds
19. For Discussion Only: Presentation by CWSD Staff on the River Monitoring Using a Drone
20. For Discussion Only: Staff Reports
  - General Manager
  - Legal
  - Correspondence
21. For Discussion Only: Directors Reports
22. For Discussion Only: Update on activities in Alpine County
23. For Discussion Only: Update on activities in Storey County
24. 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.
25. For Possible Action: Adjournment

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

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**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 May 12, 2020 on the following websites for the May 20, 2020 regular meeting of the Carson Water Subconservancy District and the Carson River Watershed Committee, in accordance with NRS 241.020:

**Carson Water Subconservancy District Website:**

<http://www.cwsd.org>

**State of Nevada Public Meetings Website:**

<http://notice.nv.gov>

**AGENDA ITEM #6**

**MINUTES OF LAST  
BOARD MEETING**

CARSON WATER SUBCONSERVANCY DISTRICT  
BOARD OF DIRECTORS AND  
CARSON RIVER WATERSHED COMMITTEE MEETING  
April 15, 2020

**Draft Minutes**

***The CWSD April 15, 2020 Board of Directors meeting was held via Zoom Videoconference and teleconference due to Governor Sisolak's statewide Emergency Directive in response to the COVID-19 Pandemic.***

Chairman Erquiaga called the meeting of the Carson Water Subconservancy District (CWSD) to order at 6:34 pm. Roll call of the CWSD Board was taken and a quorum was determined to be present.

**CWSD Directors present:**

Brad Bonkowski, Treasurer  
Carl Erquiaga, Chairman  
Stacey Giomi, Director  
Ken Gray, Director  
Jack Jacobs, Director  
Barry Penzel, Director  
Ernie Schank, Director  
Steve Thaler, Director  
Fred Stodieck, Director  
Mike Workman, Director

**Absent CWSD Directors:** Larry Walsh

Roll call of the Carson River Watershed Committee was taken which included CWSD Directors and Committee Members Kathy Canfield, David Griffith and Don Jardine.

**CWSD Staff present:**

Edwin James, General Manager  
Debbie Neddenriep, CWSD Water Resource Specialist II  
Catrina Schambra, CWSD Administrative Assistant/Secretary to the Board

**Others present:**

Patrick King, CWSD Attorney  
John Sheridan, Public

*The Pledge of Allegiance was led by Chairman Erquiaga.*

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

**Item #5 – For Possible Action: Approval of Agenda**

*Director Schank made a motion to approve the agenda as presented. The motion was seconded by Director Gray and unanimously approved by the Board.*

**Item #6 – For Possible Action: Approval of the Board Meeting Minutes of March 18, 2020**

*Director Giomi made a motion to approve the Board Meeting Minutes of*



*March 18, 2020 as presented. The motion was seconded by Committee Member Griffith and unanimously approved by the Board.*

**\*\*CONSENT AGENDA\*\***

**Item # 7 - For Possible Action: Approval of Treasurer's Report for March 2020**

**Item # 8 - For Possible Action: Approval of Payment of Bills for March 2020**

*Director Jacobs made a motion to approve Consent Agenda items as presented. The motion was seconded by Director Gray and unanimously approved by the Board.*

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

**Item # 9 - For Possible Action: Approval of Emergency Sick Leave (EPSL) Policy; and Item # 10 - For Possible Action: Approval of Emergency Family & Medical Leave Expansion Policy**

Mr. James explained that in response to the COVID-19 Pandemic, there are emergency policies that will affect CWSD employees. The "Families First Coronavirus Response Act" took effect on April 1, 2020 which implemented new employer-paid sick leave requirements. POOL/PACT developed the sample Emergency Paid Sick Leave (EPSL) Policy for CWSD to adopt into policy.

In the proposed CWSD policy included in Board package, consensus determined to insert .5 hours as the allowable use of intermittent time as an edit to #6. Notification to General Manager, or as alternate, Chairman of the Board to replace EEO Officer or alternate EEO Officer in #10. Also, to replace "Employer" with CWSD in #10.

Mr. James explained that normally CWSD does not fall under the FMLA requirements because we have fewer than 50 employees, but due to the COVID-19 emergency that requirement has been suspended. In the event a CWSD employee met the requirements for the EPSL, the Emergency Family & Medical Leave policy would go into effect after the first two weeks of EPSL covering a total amount of 12 weeks of allowed paid leave under the *Families First Coronavirus Response Act* guidelines.

*Director Giomi made a motion to approve Items 9 & 10 with the edits cited by the General Manager. The motion was seconded by Committee Member Griffith and unanimously approved by the Board.*

**Item # 11 - For Possible Action: Approval of temporary modification to the CWSD Director Meeting Compensation Policy**

Mr. James explained the temporary changes that have been proposed to the Director Meeting Compensation Policy and there was a discussion of why these changes are needed. The current policy states Board Members only get paid for meeting they physically attend. Due to the State of Nevada declaring a State of Emergency in response to the global pandemic caused by the coronavirus (COVID-19) infectious disease outbreak, CWSD will be conducting the Board Meetings via video and/or phone for an indefinite period. During this indefinite period Board members will not be able to physically attend the meetings and therefore it is recommended that this requirement be temporarily waived until it is safe to conduct physical meetings again.

Director Bonkowski proposes changing the second paragraph under “Definitions” to read:

“Meeting” means any meeting or workshop which the Director attends in person or via electronic or telephonic means during the COVID-19 Emergency Directive, to conduct official business of the Board or officially represent the District which has been pre-approved by the Board of Directors or Chairman of the Board. The policy will revert back to read only: “physically attends” when the Governor’s Emergency Directive is lifted and CWSD Chairperson deems it safe to conduct physical meetings.

There was a discussion that included a suggestion by Director Penzel to grant emergency powers to the General Manager during this emergency, but this was not on the agenda. He also wondered if Directors voting on motion involving their own pay was an ethical conflict. It was consensus of the Board that it did not, since it was not changing the amount of their compensation, but rather addressing their method of attendance given the current emergency declaration and directives.

*Director Bonkowski made a motion to approve the temporary language changes to the CWSD Director Meeting Compensation Policy as he has proposed. The motion was seconded by Committee Member Jardine and unanimously approved by the Board.*

**Item # 12 - For Discussion Only: Update on the 2020 Water Year Runoff Projections**

Mr. James reported an overview on what has been happening since last Board meeting. March helped a bit and we are now closer to normal, but the precipitation is still below average. Currently we are at 92% snowpack, but only at 71% precipitation. We are doing better than the Tahoe/Truckee and Walker, but at this late date, we are way below our average in precipitation. There will not be much to come out of this upcoming weekend storm. We should expect a below normal runoff this year, at 40-60%.

*No action was taken.*

**Item #16– For Discussion Only: Staff Reports –**

Mr. James reported on the following:

- All CWSD staff are now working from home, except him. He is the only one coming in regularly to the office. Catrina is coming in on Saturdays to pay bills and do her accounting work. Debbie, Brenda and Shane are doing grant work. Shane has been using the new Drone to gather data and will be presenting this at the next Board meeting. Mr. James is also doing grant work and getting ready for Regional Water Systems Committee meeting at end of April.

**Legal – None**

**Correspondence – None**

*No action was taken.*

**Item #17– For Discussion Only: Directors Reports – None**

**Item #18 – For Discussion Only: Update on activities in Alpine County –**

- Committee Member Griffith reported California Fish & Wildlife have delayed the planting of fish and opening Fish Season until the end of May due to the COVID-19 Emergency, unless opened sooner by Governor directive.

*No action was taken.*

**Item #19 – For Discussion Only: Update on activities in Storey County –**

- Committee Member Canfield reported that county offices are open and conducting business but are closed to walk-in traffic. Staff members are distance-working in the office.
- The Storey County Water Resource Plan has been initiated. They hired Far West and the work is expected to be done in October or November of this year.
- Public Works projects, including the Gold Hill Treatment Plant are moving forward.
- Their Sewer Treatment Plant Operator has achieved a Level 3 rating so can now operate the plant without having to hire out.

*No action was taken.*

**Item #18 – For Discussion Only: Public Comment –**

John Sheridan, Gardnerville Ranchos Douglas County (via teleconference) commented that he was able to have a virtual meeting with Ed James and he really appreciated his time and the information he provided in helping him learn about the watershed. He extended his thanks.

There being no further business to come before the Board, Chairman Erquiaga adjourned the meeting at 7:10 pm.

Respectfully submitted,  
*Catrina Schambra*  
Secretary to the Board

## **AGENDA ITEM #7**

### **TREASURER'S REPORT**

**Floodplain Management Fund**  
**Balance Sheet**  
As of April 30, 2020

	Apr 30, 20
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1013-03 · LGIP - Floodplain	404,317.76
Total Checking/Savings	404,317.76
Total Current Assets	404,317.76
<b>TOTAL ASSETS</b>	<b>404,317.76</b>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
32000 · Retained Earnings	398,041.33
Net Income	6,276.43
Total Equity	404,317.76
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>404,317.76</b>

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05/02/20

Cash Basis

# Floodplain Management Fund

## Profit & Loss Budget vs. Actual

July 2019 through April 2020

	Jul '19 - Apr 20	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
5032-03 · Int. Inc.-LGIP-Floodplain	6,276.43	9,699.30	-3,422.87	64.7%
<b>Total Income</b>	6,276.43	9,699.30	-3,422.87	64.7%
<b>Expense</b>				
8009-01 · Reg. Flood Preliminary Planning	0.00	300,000.00	-300,000.00	0.0%
8009-02 · Flood Project Along SR88-Minden	0.00	40,000.00	-40,000.00	0.0%
8009-03 · CVCD-2017 Flood Permit/Repairs	0.00	0.00	0.00	0.0%
8009-04 · DVCD-2017 Flood Permit/Repairs	0.00	0.00	0.00	0.0%
8009-05 · ChCo Floodplain Evaluation	0.00	35,000.00	-35,000.00	0.0%
<b>Total Expense</b>	0.00	375,000.00	-375,000.00	0.0%
<b>Net Ordinary Income</b>	6,276.43	-365,300.70	371,577.13	-1.7%
<b>Other Income/Expense</b>				
<b>Other Income</b>				
8000-03 · Beginning Equity	0.00	387,972.00	-387,972.00	0.0%
<b>Total Other Income</b>	0.00	387,972.00	-387,972.00	0.0%
<b>Other Expense</b>				
8002-03 · Trans.Out-General Fund	0.00	0.00	0.00	0.0%
<b>Total Other Expense</b>	0.00	0.00	0.00	0.0%
<b>Net Other Income</b>	0.00	387,972.00	-387,972.00	0.0%
<b>Net Income</b>	<b>6,276.43</b>	<b>22,671.30</b>	<b>-16,394.87</b>	<b>27.7%</b>

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05/02/20

Cash Basis

**Floodplain Management Fund**  
**Profit & Loss YTD Comparison**  
April 2020

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	Apr 20	Jul '19 - Apr 20
Ordinary Income/Expense		
Income		
5032-03 · Int. Inc.-LGIP-Floodplain	575.98	6,276.43
Total Income	575.98	6,276.43
Net Ordinary Income	575.98	6,276.43
Net Income	<u>575.98</u>	<u>6,276.43</u>

**Balance Sheet**

As of April 30, 2020

	<u>Apr 30, 20</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1013-01 · Local Gov't Inv.Pool-Reserve	779,921.79
Total Checking/Savings	779,921.79
Total Current Assets	779,921.79
<b>TOTAL ASSETS</b>	<b>779,921.79</b>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
4000-01 · Fund Balance - Capital Project	767,849.64
Net Income	12,072.15
Total Equity	779,921.79
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>779,921.79</b>



## Profit &amp; Loss Budget vs. Actual

July 2019 through April 2020

	Jul '19 - Apr 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5032-01 · Interest Income - LGIP Res.	12,072.15	19,106.33	-7,034.18	63.2%
Total Income	12,072.15	19,106.33	-7,034.18	63.2%
Expense				
8015-02 · Upsize LyCo/Stagecoach Pipeline		250,000.00	-250,000.00	
8015-03 · Upstream Storage Evaluation		22,000.00	-22,000.00	
8015-04 · Construction Projects		475,000.00	-475,000.00	
Total Expense		747,000.00	-747,000.00	
Net Ordinary Income	12,072.15	-727,893.67	739,965.82	-1.7%
Net Income	12,072.15	-727,893.67	739,965.82	-1.7%

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

05/02/20

**Profit & Loss YTD Comparison**

Cash Basis

April 2020

	<u>Apr 20</u>	<u>Jul '19 - Apr 20</u>
Ordinary Income/Expense		
Income		
5032-01 · Interest Income - LGIP Res.	1,111.06	12,072.15
Total Income	1,111.06	12,072.15
Net Ordinary Income	1,111.06	12,072.15
Net Income	<u>1,111.06</u>	<u>12,072.15</u>

## CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

05/02/20

## Balance Sheet

Cash Basis

As of April 30, 2020

	Apr 30, 20
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1013-00 · Cash in Checking - U. S. Bank	278,810.75
1014-00 · Local Gov't Inv. Pool-Regular	800,036.16
1030-00 · Petty Cash	100.00
Total Checking/Savings	1,078,946.91
Other Current Assets	
1055-00 · Payroll Deposit - Carson City	500.00
Total Other Current Assets	500.00
Total Current Assets	1,079,446.91
<b>TOTAL ASSETS</b>	<b>1,079,446.91</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
3360-00 · Accrued Vacation	25,758.30
3362-00 · Accrued sick leave	58,171.36
Total Other Current Liabilities	83,929.66
Total Current Liabilities	83,929.66
Total Liabilities	83,929.66
Equity	
4000-00 · Fund Balance	597,225.34
Net Income	398,291.91
Total Equity	995,517.25
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>1,079,446.91</b>

## CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

05/02/20

## Profit &amp; Loss Budget vs. Actual

Cash Basis

July 2019 through April 2020

	Jul '19 - Apr 20	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
5008-00 · Alpine Co. Joint Powers contrib	10,400.00	10,400.00		100.0%
5009-00 · Churchill County Ad Valorem	190,550.43	213,817.00	-23,266.57	89.1%
5010-00 · Lyon County Ad Valorem	168,643.76	176,286.00	-7,642.24	95.7%
5011-00 · Douglas County Ad Valorem	576,297.59	588,466.00	-12,168.41	97.9%
5012-00 · Carson City Ad Valorem	410,970.38	434,373.00	-23,402.62	94.6%
5022-00 · Water Lease - Mud Lake		51,000.00	-51,000.00	
5023-00 · Water Lease-Lost Lakes	804.00		804.00	100.0%
5031-00 · Interest Income-LGIP Reg.	10,955.87	14,984.70	-4,028.83	73.1%
5045-00 · Interest Income-B of A Savings	0.01		0.01	100.0%
5050-00 · Watershed Coordinator Grant				
5050-12 · NDEP-WS Coord III 2018-2020	48,250.34	48,037.00	213.34	100.4%
5050-13 · NDEP-WS Coord IV 2019-2022		50,000.00	-50,000.00	
<b>Total 5050-00 · Watershed Coordinator Grant</b>	<b>48,250.34</b>	<b>98,037.00</b>	<b>-49,786.66</b>	<b>49.2%</b>
5058-00 · 208 Water Quality Plan				
5058-04 · NDEP-LID Implementation 2018-20	12,384.47	24,478.00	-12,093.53	50.6%
<b>Total 5058-00 · 208 Water Quality Plan</b>	<b>12,384.47</b>	<b>24,478.00</b>	<b>-12,093.53</b>	<b>50.6%</b>
5060-00 · Misc. Income				
5060-02 · Watershed Tour		6,000.00	-6,000.00	
5060-00 · Misc. Income - Other	341.02		341.02	100.0%
<b>Total 5060-00 · Misc. Income</b>	<b>341.02</b>	<b>6,000.00</b>	<b>-5,658.98</b>	<b>5.7%</b>
5082-00 · Alpine Co.-CASGEM Grant	472.42	1,000.00	-527.58	47.2%
5083-00 · Al.Co.-Mesa GW Monitoring Grant	214.53		214.53	100.0%
5096-00 · NFWF-Weed Mgmt.	18,751.77	19,963.00	-1,211.23	93.9%
5099-00 · NDEP-WS Lit.Implement.-Phase 3	45,797.51	23,310.00	22,487.51	196.5%
6000-00 · FEMA-MAS #8	64,814.32	34,101.00	30,713.32	190.1%
6003-00 · FEMA-MAS #9	288,287.11	393,170.00	-104,882.89	73.3%
6004-00 · BOR WaterSMART Grant	33,922.00	50,000.00	-16,078.00	67.8%
6005-00 · FEMA - MAS # 10				
6005-01 · Carson Valley Flood Model - HDR	3,932.44		3,932.44	100.0%
6005-00 · FEMA - MAS # 10 - Other	143,892.31		143,892.31	100.0%
<b>Total 6005-00 · FEMA - MAS # 10</b>	<b>147,824.75</b>		<b>147,824.75</b>	<b>100.0%</b>
<b>Total Income</b>	<b>2,029,682.28</b>	<b>2,139,385.70</b>	<b>-109,703.42</b>	<b>94.9%</b>
<b>Expense</b>				
7015-00 · Salaries & Wages	310,136.44	396,400.00	-86,263.56	78.2%
7020-00 · Employee Benefits	122,347.62	159,000.00	-36,652.38	76.9%
7021-00 · Workers Comp Ins.	1,031.77	1,400.00	-368.23	73.7%
7101-00 · Director's Fees				
7101-01 · Director Benefits	96.16		96.16	100.0%
7101-02 · Director's Fees-Alpine Co.	1,280.00		1,280.00	100.0%
7101-00 · Director's Fees - Other	6,302.55	16,000.00	-9,697.45	39.4%
<b>Total 7101-00 · Director's Fees</b>	<b>7,678.71</b>	<b>16,000.00</b>	<b>-8,321.29</b>	<b>48.0%</b>
7102-00 · Insurance	4,985.12	5,100.00	-114.88	97.7%
7103-00 · Office Supplies	1,561.03	1,910.00	-348.97	81.7%
7104-00 · Postage	762.35	850.00	-87.65	89.7%
7105-00 · Rent	30,540.00	36,648.00	-6,108.00	83.3%
7106-00 · Telephone/Internet	4,336.53	4,000.00	336.53	108.4%
7107-00 · Travel-transport/meals/lodging				
7107-02 Staff Indirect Mileage	90.19		90.19	100.0%
7107-01 · Car Allowance	5,947.41		5,947.41	100.0%
7107-00 · Travel-transport/meals/lodging - Other	4,287.55	19,301.00	-15,013.45	22.2%
<b>Total 7107-00 · Travel-transport/meals/lodging</b>	<b>10,325.15</b>	<b>19,301.00</b>	<b>-8,975.85</b>	<b>53.5%</b>
7108-00 · Dues & Publications	667.00	1,100.00	-433.00	60.6%
7109-00 · Miscellaneous Expense	423.50	1,000.00	-576.50	42.4%

## CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

05/02/20

## Profit &amp; Loss Budget vs. Actual

Cash Basis

July 2019 through April 2020

	Jul '19 - Apr 20	Budget	\$ Over Budget	% of Budget
7110-00 · Seminars & Education	580.00	3,000.00	-2,420.00	19.3%
7111-00 · Office Equipment	1,499.99	3,000.00	-1,500.01	50.0%
7112-00 · Bank Charges		50.00	-50.00	
7114-00 · Outside Professional Services	10,059.89	10,000.00	59.89	100.6%
7115-00 · Accounting	10,000.00	16,000.00	-6,000.00	62.5%
7116-00 · Legal	18,000.00	36,000.00	-18,000.00	50.0%
7117-00 · Lost Lakes Expenses	10,307.91	12,700.00	-2,392.09	81.2%
7118-00 · Mud Lake O & M	1,032.90	1,000.00	32.90	103.3%
7120-00 · Integrated Watershed Programs				
7120-07 · Watershed Tour		6,000.00	-6,000.00	
7120-31 · Watershed Coord Grant III 17-19	658.82	2,100.00	-1,441.18	31.4%
7120-33 · Watershed Coord IV 2019-21				
7120-34 · WS Coord Grant MATCH 2019-21				
7120-35 · WS COORD MATCH - Travel	820.72	100.00	720.72	820.7%
7120-36 · WS COORD MATCH - Operations	2,154.16	500.00	1,654.16	430.8%
7120-37 · WS COORD MATCH - Sub-Contractor		3,900.00	-3,900.00	
Total 7120-34 · WS Coord Grant MATCH 2019-21	2,974.88	4,500.00	-1,525.12	66.1%
7120-38 · WS COORD-REIMBURSABLE				
7120-39 · WS COORD REIMB - Travel	111.61		111.61	100.0%
7120-40 · WS COORD REIMB- Operations	432.08		432.08	100.0%
7120-43 · WS COORD REIMB- Sub-Contractor		5,000.00	-5,000.00	
Total 7120-38 · WS COORD-REIMBURSABLE	543.69	5,000.00	-4,456.31	10.9%
Total 7120-33 · Watershed Coord IV 2019-21	3,518.57	9,500.00	-5,981.43	37.0%
Total 7120-00 · Integrated Watershed Programs	4,177.39	17,600.00	-13,422.61	23.7%
7215-00 · Sierra NV Journeys-Family Night		4,477.00	-4,477.00	
7332-00 · Carson River Work Days				
7332-05 · CR Work Days 2019-20	8,785.36	26,000.00	-17,214.64	33.8%
Total 7332-00 · Carson River Work Days	8,785.36	26,000.00	-17,214.64	33.8%
7337-00 · Carson River Restoration				
7337-01 · Carson Valley Conserv District				
7337-19 · CVCD-Bioengineering, 2018-20	43,511.22		43,511.22	100.0%
7337-20 · CVCD Genoa Bank Stabilize 19-20	2,791.83	87,000.00	-84,208.17	3.2%
7337-24 · CVCD Bio, Maint & Debris 19-20	60,000.88	60,000.00	0.88	100.0%
7337-91 · CVCD-Cradlebaugh #1 2018-20 EXT	84,111.09	10,000.00	74,111.09	841.1%
Total 7337-01 · Carson Valley Conserv District	190,415.02	157,000.00	33,415.02	121.3%
7337-03 · Dayton Valley Conserv				
7337-33 · DVCD--Restoration 2017-20 EXT	16,650.55	66,600.00	-49,949.45	25.0%
7337-34 · DVCD Bank Stab/Dayton Br 19-20	17,756.35	90,000.00	-72,243.65	19.7%
Total 7337-03 · Dayton Valley Conserv	34,406.90	156,600.00	-122,193.10	22.0%
7337-04 · Lahontan Conserv.Dist				
7337-42 · LCD Channel Clearing 2019-20		25,000.00	-25,000.00	
Total 7337-04 · Lahontan Conserv.Dist		25,000.00	-25,000.00	
Total 7337-00 · Carson River Restoration	224,821.92	338,600.00	-113,778.08	66.4%
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				
7406-03 · LID Implementation 2018-6/30/20	10,093.30		10,093.30	100.0%

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**CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND**

05/02/20

**Profit & Loss Budget vs. Actual**

Cash Basis

July 2019 through April 2020

	Jul '19 - Apr 20	Budget	\$ Over Budget	% of Budget
7524-02 · USGS-GW Lvl & WQ-ChCo 2018-22	2,915.00	5,800.00	-2,885.00	50.3%
Total 7524-00 · USGS-GW Lvl & WQ in Ch.Co.	2,915.00	5,800.00	-2,885.00	50.3%
7526-00 · USGS-Eagle/Dayt/Ch.Vly. 2016-20	12,795.00	3,225.00	9,570.00	396.7%
7600-00 · Alpine County Projects				
7600-09 · Al.Co.-CASGEM	1.76	10.00	-8.24	17.6%
7600-10 · Al.Co.-Mesa GW Monitoring	40.38		40.38	100.0%
7600-11 · AWG CR Upper WS Prog 2019-20	12,500.00	25,000.00	-12,500.00	50.0%
Total 7600-00 · Alpine County Projects	12,542.14	25,010.00	-12,467.86	50.1%
7610-00 · Douglas County Projects				
7610-10 · Do.Co.Reg.Pipeline Debt Service	62,500.00	125,000.00	-62,500.00	50.0%
Total 7610-00 · Douglas County Projects	62,500.00	125,000.00	-62,500.00	50.0%
7620-00 · Carson City Projects				
7620-11 · CC Reg.Pipeline Debt Service	62,500.00	125,000.00	-62,500.00	50.0%
7620-16 · CC Reuse Master Plan 2019-20	19,662.50	50,000.00	-30,337.50	39.3%
7620-17 · Mexican Dam Portage 2019-20		25,000.00	-25,000.00	
Total 7620-00 · Carson City Projects	82,162.50	200,000.00	-117,837.50	41.1%
7640-00 · Churchill County Projects				
7640-09 · Lahontan Vly.Wtr.Lvl. 2018-21	8,184.00	18,000.00	-9,816.00	45.5%
7640-17 · TCID Carson Diversion Dam 19-20	12,771.27	50,000.00	-37,228.73	25.5%
7640-18 · Dixie Vlt Wtr Lvl Meas 2019-22	12,921.77	28,000.00	-15,078.23	46.1%
Total 7640-00 · Churchill County Projects	33,877.04	96,000.00	-62,122.96	35.3%
Total Expense	1,631,390.37	2,240,330.00	-608,939.63	72.8%
Net Ordinary Income	398,291.91	-100,944.30	499,236.21	-394.6%
Other Income/Expense				
Other Income				
8005-00 · Beginning Equity		599,388.00	-599,388.00	
Total Other Income		599,388.00	-599,388.00	
Other Expense				
8008-00 · Preliminary Planning		392,000.00	-392,000.00	
Total Other Expense		392,000.00	-392,000.00	
Net Other Income		207,388.00	-207,388.00	
Net Income	398,291.91	106,443.70	291,848.21	374.2%



## CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

05/02/20

## Profit &amp; Loss Budget vs. Actual

Cash Basis

July 2019 through April 2020

	Jul '19 - Apr 20	Budget	\$ Over Budget	% of Budget
7406-00 · 208 Water Quality Mgmt. Plan - Other		18,367.00	-18,367.00	
Total 7406-00 · 208 Water Quality Mgmt. Plan	10,093.30	18,367.00	-8,273.70	55.0%
7429-00 · NDEP-Wtrshd Lit.Implementation	5.18		5.18	100.0%
7430-00 · NFWF - Weed Mgmt.	17,652.13	17,452.00	200.13	101.1%
7433-00 · NDEP-WS Lit.Impl.-Phase 3				
7433-01 · NDEP -WS LIT 3-MATCH 2019-20				
7433-02 · WS LIT 3 MATCH-CWSD WS Video	11,299.28	10,000.00	1,299.28	113.0%
7433-03 · WS LIT 3 MATCH -Operations	105.22	1,090.00	-984.78	9.7%
7433-04 · WS LIT 3 MATCH - Travel	73.79	1,099.00	-1,025.21	6.7%
Total 7433-01 · NDEP -WS LIT 3-MATCH 2019-20	11,478.29	12,189.00	-710.71	94.2%
7433-00 · NDEP-WS Lit.Impl.-Phase 3 - Other	44,433.27	23,310.00	21,123.27	190.6%
Total 7433-00 · NDEP-WS Lit.Impl.-Phase 3	55,911.56	35,499.00	20,412.56	157.5%
7434-00 · FEMA MAS #8				
7434-01 · Dayton ADMP(JE Fuller)	47,970.70		47,970.70	100.0%
7434-02 · Update Floodplain Ord.-Loveberg	5,450.00		5,450.00	100.0%
7434-00 · FEMA MAS #8 - Other	40.37	22,993.00	-22,952.63	0.2%
Total 7434-00 · FEMA MAS #8	53,461.07	22,993.00	30,468.07	232.5%
7437-00 · FEMA MAS #9				
7437-01 · South Dayton Valley ADMP(JEF)	124,384.60		124,384.60	100.0%
7437-02 · North CC ADMP (MB)	68,587.04		68,587.04	100.0%
7437-03 · Pinenut Cr. Restudy-Remap.(HDR)	69,338.75		69,338.75	100.0%
7437-04 · Flood Awareness 2019				
7437-41 · River Wranglers-FAW	2,416.53		2,416.53	100.0%
7437-04 · Flood Awareness 2019 - Other	7,055.08		7,055.08	100.0%
Total 7437-04 · Flood Awareness 2019	9,471.61		9,471.61	100.0%
7437-00 · FEMA MAS #9 - Other	275.47	359,553.00	-359,277.53	0.1%
Total 7437-00 · FEMA MAS #9	272,057.47	359,553.00	-87,495.53	75.7%
7438-00 · BOR WaterSMART Market Program				
7438-01 · Water Mktg Study-LUMOS 2019-21				
7438-02 · BOR WaterSmart-LUMOS MATCH	11,351.50		11,351.50	100.0%
7438-01 · Water Mktg Study-LUMOS 2019-21 - Other	33,922.00		33,922.00	100.0%
Total 7438-01 · Water Mktg Study-LUMOS 2019-21	45,273.50		45,273.50	100.0%
7438-00 · BOR WaterSMART Market Program - Other		50,000.00	-50,000.00	
Total 7438-00 · BOR WaterSMART Market Program	45,273.50	50,000.00	-4,726.50	90.5%
7439-00 · FEMA MAS #10				
7439-01 · Carson Valley Flood Model (HDR)	16,358.84		16,358.84	100.0%
7439-02 · West CC Study (Kimley-Horn)	19,872.00		19,872.00	100.0%
7439-03 · RuhenStroth ADMP (Fuller)	86,886.55		86,886.55	100.0%
7439-04 · Ch Cty Flood Maps (Precision)	9,042.50		9,042.50	100.0%
7439-06 · FEMA Training -Dec. 9-12, OAK	1,907.27		1,907.27	100.0%
7439-00 · FEMA MAS #10 - Other	147.74		147.74	100.0%
Total 7439-00 · FEMA MAS #10	134,214.90		134,214.90	100.0%
7500-00 · USGS Stream Gage Contract				
7500-03 · USGS Stream Flow Gauges 2019-21	39,202.00	78,405.00	-39,203.00	50.0%
Total 7500-00 · USGS Stream Gage Contract	39,202.00	78,405.00	-39,203.00	50.0%
7508-00 · USGS Do.Co.WQ & GW Monitoring				
7508-03 · DoCo WQ/GW Mon. 2019-21	12,667.00	16,890.00	-4,223.00	75.0%
Total 7508-00 · USGS Do.Co.WQ & GW Monitoring	12,667.00	16,890.00	-4,223.00	75.0%
7524-00 · USGS-GW Lvl & WQ in Ch.Co.				

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## CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

05/02/20

## Profit &amp; Loss YTD Comparison

Cash Basis

April 2020

	Apr 20	Jul '19 - Apr 20
Ordinary Income/Expense		
Income		
5008-00 · Alpine Co. Joint Powers contrib		10,400.00
5009-00 · Churchill County Ad Valorem	84,986.43	190,550.43
5010-00 · Lyon County Ad Valorem	57,283.69	168,643.76
5011-00 · Douglas County Ad Valorem	45,265.08	576,297.59
5012-00 · Carson City Ad Valorem	20,181.12	410,970.38
5022-00 · Water Lease - Mud Lake		
5023-00 · Water Lease-Lost Lakes		804.00
5031-00 · Interest Income-LGIP Reg.	1,139.72	10,955.87
5045-00 · Interest Income-B of A Savings		0.01
5050-00 · Watershed Coordinator Grant		
5050-12 · NDEP-WS Coord III 2018-2020		48,250.34
Total 5050-00 · Watershed Coordinator Grant		48,250.34
5058-00 · 208 Water Quality Plan		
5058-04 · NDEP-LID Implementation 2018-20	9,097.45	12,384.47
Total 5058-00 · 208 Water Quality Plan	9,097.45	12,384.47
5060-00 · Misc. Income		341.02
5082-00 · Alpine Co.-CASGEM Grant		472.42
5083-00 · Al.Co.-Mesa GW Monitoring Grant		214.53
5096-00 · NFWF-Weed Mgmt.	18,751.77	18,751.77
5098-00 · FEMA -MAS #7		
5099-00 · NDEP-WS Lit.Implement.-Phase 3		45,797.51
6000-00 · FEMA-MAS #8		64,814.32
6003-00 · FEMA-MAS #9	52,136.80	288,287.11
6004-00 · BOR WaterSMART Grant	13,720.00	33,922.00
6005-00 · FEMA - MAS # 10		
6005-01 · Carson Valley Flood Model - HDR		3,932.44
6005-00 · FEMA - MAS # 10 - Other	25,222.05	143,892.31
Total 6005-00 · FEMA - MAS # 10	25,222.05	147,824.75
Total Income	327,784.11	2,029,682.28
Expense		
7015-00 · Salaries & Wages	29,282.55	310,136.44
7020-00 · Employee Benefits	11,948.39	122,347.62
7021-00 · Workers Comp Ins.	493.86	1,031.77
7101-00 · Director's Fees		
7101-01 · Director Benefits	4.64	96.16
7101-02 · Director's Fees-Alpine Co.	240.00	1,280.00
7101-00 · Director's Fees - Other	320.00	6,302.55
Total 7101-00 · Director's Fees	564.64	7,678.71
7102-00 · Insurance		4,985.12
7103-00 · Office Supplies	238.04	1,561.03
7104-00 · Postage		762.35
7105-00 · Rent	3,054.00	30,540.00
7106-00 · Telephone/Internet	309.94	4,336.53
7107-00 · Travel-transport/meals/lodging		
7107-02 Staff Indirect Mileage		90.19
7107-01 · Car Allowance	566.42	5,947.41
7107-00 · Travel-transport/meals/lodging - Other		4,287.55
Total 7107-00 · Travel-transport/meals/lodging	566.42	10,325.15
7108-00 · Dues & Publications	105.00	667.00
7109-00 · Miscellaneous Expense		423.50
7110-00 · Seminars & Education		580.00
7111-00 · Office Equipment		1,499.99
7112-00 · Bank Charges		
7114-00 · Outside Professional Services	9,825.00	10,059.89
7115-00 · Accounting		10,000.00
7116-00 · Legal	2,000.00	18,000.00
7117-00 · Lost Lakes Expenses	8,887.00	10,307.91
7118-00 · Mud Lake O & M	1,032.90	1,032.90
7120-00 · Integrated Watershed Programs		
7120-31 · Watershed Coord Grant III 17-19	25.34	658.82
7120-33 · Watershed Coord IV 2019-21		
7120-34 · WS Coord Grant MATCH 2019-21		

For internal &amp; discussion purposes only.

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05/02/20

Cash Basis

## CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

## Profit &amp; Loss YTD Comparison

April 2020

	Apr 20	Jul '19 - Apr 20
7120-35 · WS COORD MATCH - Travel		820.72
7120-36 · WS COORD MATCH - Operations		2,154.16
Total 7120-34 · WS Coord Grant MATCH 2019-21		2,974.88
7120-38 · WS COORD-REIMBURSABLE		
7120-39 · WS COORD REIMB - Travel		111.61
7120-40 · WS COORD REIMB - Operations		432.08
Total 7120-38 · WS COORD-REIMBURSABLE		543.69
Total 7120-33 · Watershed Coord IV 2019-21		3,518.57
Total 7120-00 · Integrated Watershed Programs	25.34	4,177.39
7215-00 · Sierra NV Journeys-Family Night		
7332-00 · Carson River Work Days		
7332-04 · CR Work Days 2018-19		
7332-05 · CR Work Days 2019-20	5,563.64	8,785.36
Total 7332-00 · Carson River Work Days	5,563.64	8,785.36
7337-00 · Carson River Restoration		
7337-01 · Carson Valley Conserv District		
7337-19 · CVCD-Bioengineering, 2018-20		43,511.22
7337-20 · CVCD Genoa Bank Stabilize 19-20		2,791.83
7337-24 · CVCD Bio, Maint & Debris 19-20		60,000.88
7337-91 · CVCD-Cradlebaugh #1 2018-20 EXT		84,111.09
Total 7337-01 · Carson Valley Conserv District		190,415.02
7337-03 · Dayton Valley Conserv		
7337-33 · DVCD--Restoration 2017-20 EXT		16,650.55
7337-34 · DVCD Bank Stab/Dayton Br 19-20		17,756.35
7337-35 · DVCD Post Flood Repairs #18-11A		
Total 7337-03 · Dayton Valley Conserv		34,406.90
Total 7337-00 · Carson River Restoration		224,821.92
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		
7404-05 · Noxious Weed Control-Churchill		
Total 7404-00 · Noxious Weeds Control-CR Wtrshd		
7406-00 · 208 Water Quality Mgmt. Plan		
7406-03 · LID Implementation 2018-6/30/20	7,312.62	10,093.30
Total 7406-00 · 208 Water Quality Mgmt. Plan	7,312.62	10,093.30
7429-00 · NDEP-Wtrshd Lit.Implementation		5.18
7430-00 · NFWF - Weed Mgmt.		17,652.13
7433-00 · NDEP-WS Lit.Impl.-Phase 3		
7433-01 · NDEP -WS LIT 3-MATCH 2019-20		
7433-02 · WS LIT 3 MATCH-CWSD WS Video		11,299.28
7433-03 · WS LIT 3 MATCH -Operations		105.22
7433-04 · WS LIT 3 MATCH - Travel		73.79
Total 7433-01 · NDEP -WS LIT 3-MATCH 2019-20		11,478.29
7433-00 · NDEP-WS Lit.Impl.-Phase 3 - Other		44,433.27
Total 7433-00 · NDEP-WS Lit.Impl.-Phase 3		55,911.56
7434-00 · FEMA MAS #8		
7434-01 · Dayton ADMP(JE Fuller)		47,970.70
7434-02 · Update Floodplain Ord.-Loveberg		5,450.00
7434-00 · FEMA MAS #8 - Other		40.37
Total 7434-00 · FEMA MAS #8		53,461.07
7437-00 · FEMA MAS #9		
7437-01 · South Dayton Valley ADMP(JEF)	17,271.30	124,384.60
7437-02 · North CC ADMP (MB)	1,819.12	68,587.04
7437-03 · Pinenut Cr. Restudy-Remap.(HDR)		69,338.75
7437-04 · Flood Awareness 2019		
7437-41 · River Wranglers-FAW	831.49	2,416.53
7437-04 · Flood Awareness 2019 - Other		7,055.08

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Cash Basis

## CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

## Profit &amp; Loss YTD Comparison

April 2020

	Apr 20	Jul '19 - Apr 20
Total 7437-04 · Flood Awareness 2019	831.49	9,471.61
7437-00 · FEMA MAS #9 - Other	13.87	275.47
Total 7437-00 · FEMA MAS #9	19,935.78	272,057.47
7438-00 · BOR WaterSMART Market Program		
7438-01 · Water Mktg Study-LUMOS 2019-21		
7438-02 · BOR WaterSmart-LUMOS MATCH	5,847.00	11,351.50
7438-01 · Water Mktg Study-LUMOS 2019-21 - Other		33,922.00
Total 7438-01 · Water Mktg Study-LUMOS 2019-21	5,847.00	45,273.50
Total 7438-00 · BOR WaterSMART Market Program	5,847.00	45,273.50
7439-00 · FEMA MAS #10		
7439-01 · Carson Valley Flood Model (HDR)	704.84	16,358.84
7439-02 · West CC Study (Kimley-Horn)	7,566.00	19,872.00
7439-03 · RuhenStroth ADMP (Fuller)	1,281.90	86,886.55
7439-04 · Ch Cty Flood Maps (Precision)	4,422.50	9,042.50
7439-06 · FEMA Training -Dec. 9-12, OAK		1,907.27
7439-00 · FEMA MAS #10 - Other	13.60	147.74
Total 7439-00 · FEMA MAS #10	13,988.84	134,214.90
7500-00 · USGS Stream Gage Contract		
7500-02 · Stream Gages 2017-19		
7500-03 · USGS Stream Flow Gauges 2019-21		39,202.00
Total 7500-00 · USGS Stream Gage Contract		39,202.00
7508-00 · USGS Do.Co.WQ & GW Monitoring		
7508-02 · DoCo WQ/GW Mon. 2017-19		
7508-03 · DoCo WQ/GW Mon. 2019-21	4,222.50	12,667.00
Total 7508-00 · USGS Do.Co.WQ & GW Monitoring	4,222.50	12,667.00
7524-00 · USGS-GW Lvl & WQ in Ch.Co.		
7524-02 · USGS-GW Lvl & WQ-ChCo 2018-22		2,915.00
Total 7524-00 · USGS-GW Lvl & WQ in Ch.Co.		2,915.00
7526-00 · USGS-Eagle/Dayt/Ch.Vly. 2016-20	3,174.00	12,795.00
7527-00 · USGS-Arsenic Data Collection-CV		
7527-01 · USGS-CV Arsenic Study 2018-19		
Total 7527-00 · USGS-Arsenic Data Collection-CV		
7528-00 · USGS-Mercury/Arsenic/Lead Mon.		
7600-00 · Alpine County Projects		
7600-09 · Al.Co.-CASGEM		1.76
7600-10 · Al.Co.-Mesa GW Monitoring		40.38
7600-11 · AWG CR Upper WS Prog 2019-20		12,500.00
Total 7600-00 · Alpine County Projects		12,542.14
7610-00 · Douglas County Projects		
7610-10 · Do.Co.Reg.Pipeline Debt Service		62,500.00
Total 7610-00 · Douglas County Projects		62,500.00
7620-00 · Carson City Projects		
7620-11 · CC Reg.Pipeline Debt Service		62,500.00
7620-16 · CC Reuse Master Plan 2019-20	19,662.50	19,662.50
Total 7620-00 · Carson City Projects	19,662.50	82,162.50
7640-00 · Churchill County Projects		
7640-09 · Lahontan Vly.Wtr.Lvl. 2018-21		8,184.00
7640-16 · Dixie Vly.Wtr.Lvl.Meas 2016-19		
7640-17 · TCID Carson Diversion Dam 19-20	12,771.27	12,771.27
7640-18 · Dixie Vlt Wtr Lvl Meas 2019-22		12,921.77
Total 7640-00 · Churchill County Projects	12,771.27	33,877.04
Total Expense	160,811.23	1,631,390.37
Net Ordinary Income	166,972.88	398,291.91
Other Income/Expense		
Other Income		
8009-00 · Trans. In-Floodplain Mgmt. Fd.		

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05/02/20

Cash Basis

# CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

## Profit & Loss YTD Comparison

April 2020

	Apr 20	Jul '19 - Apr 20
Total Other Income		
Net Other Income		
Net Income	166,972.88	398,291.91

## **AGENDA ITEM #8**

### **PAYMENT OF BILLS**

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## CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

05/02/20

## Transaction Detail by Account

Cash Basis

April 2020

Type	Date	Num	Name	Memo	Paid Amount	Balance
<b>1013-00 · Cash in Checking - U. S. Bank</b>						
Check	04/01/2020	9939	Euronev, Ltd.	April 2020 Rent	-3,054.00	-3,054.00
Deposit	04/02/2020			Deposit	18,751.77	15,697.77
Deposit	04/03/2020			Deposit	41,299.61	56,997.38
Check	04/05/2020	9940	Carson City	CWSD Payroll #7	-21,215.60	35,781.78
Check	04/05/2020	9941	Department of Water Resources	Inv.#1800133247 Lost Lakes Dam Fees	-8,887.00	26,894.78
Check	04/05/2020	9942	Carson City Public Works	Inv#2019-10-1 CC Reuse Master Plan	-19,662.50	7,232.28
Check	04/05/2020	9943	Truckee Meadows Parks Foundation	Americorps Inv #139/144	-9,825.00	-2,592.72
Check	04/05/2020	9944	Precision Water Resources Engineeri...	Inv#1917 ChCty Flood Map Project	-4,422.50	-7,015.22
Check	04/05/2020	9945	JE Fuller Hydrology & Geomorpholog...	Inv.#P3247.01-4 & P3121.01-15	-18,553.20	-25,568.42
Check	04/07/2020	9946	River Wranglers	INV#4 -FEMA 9 FAW-1/1/20-3/31/20	-831.49	-26,399.91
Check	04/10/2020	ACH	Nevada Retail Network SIG	1st Qtr Report -Workers Comp	-493.86	-26,893.77
Deposit	04/11/2020			Deposit	57,291.77	30,398.00
Check	04/11/2020	9947	Robert Loveberg	Inv#P18030101-09 Jan-Mar 2020	-7,310.00	23,088.00
Check	04/11/2020	9948	King & Russo, Ltd.	Professional Services March 2020	-2,000.00	21,088.00
Check	04/11/2020	9949	Konica Minolta Business Solutions U...	Acct#3091 3/1/2020-3/31/2020	-156.31	20,931.69
Check	04/11/2020	9950	River Wranglers	INV#3 CCRWD-1/1/20-3/31/20	-5,563.64	15,368.05
Check	04/11/2020	9951	Lumos & Assoc., Inc.	Inv#104209 Proj#9834	-5,847.00	9,521.05
Check	04/18/2020	9952	HDR Engineering, Inc.	Inv. #1200260811	-704.84	8,816.21
Check	04/18/2020	9953	Michael Baker International, Inc.	Inv#1077426 NCC ADMP	-1,819.12	6,997.09
Check	04/18/2020	9954	Kimley-Horn & Associates, Inc.	Inv.#16274925 Project #291417000.1	-7,566.00	-568.91
Check	04/18/2020	9955	Charter Communications	Acct#8354110010917880	-309.94	-878.85
Check	04/18/2020	ACH	U.S. Geological Survey	Inv#90804990 Qtrly Pymt JFA #19ZJJFA00128	-4,222.50	-5,101.35
Check	04/18/2020	ACH	U.S. Geological Survey	Inv#90804988 Qtrly Pymt JFA #17WSNV00139	-3,174.00	-8,275.35
Check	04/18/2020	9956	Carson City	CWSD Payroll #8	-20,906.40	-29,181.75
Check	04/18/2020	9957	David Griffith	Mar/Apr Director Fees	-160.00	-29,341.75
Check	04/18/2020	9958	Donald Jardine	April Director Fee	-80.00	-29,421.75
Check	04/18/2020	ACH	Intuit QuickBooks	Checks reorder #0023562436	-145.24	-29,566.99
Deposit	04/20/2020			Deposit	13,720.00	-15,846.99
Deposit	04/21/2020			Deposit	9,097.45	-6,749.54
Deposit	04/23/2020			Deposit	36,059.24	29,309.70
Deposit	04/25/2020			Deposit	150,432.63	179,742.33
Check	04/25/2020	9959	Water Master	Mud Lake Water Right 2019-20	-1,032.90	178,709.43
Check	04/25/2020	9960	American Water Works Assn.	#0096512 Dues-Neddenriep	-105.00	178,604.43
Check	04/25/2020	9961	Truckee-Carson Irrigation District	Inv#124754 Diversion Dam	-12,771.27	165,833.16
Total 1013-00 · Cash in Checking - U. S. Bank					165,833.16	165,833.16
<b>1014-00 · Local Gov't Inv. Pool-Regular</b>						
Deposit	04/01/2020			Interest	1,139.72	1,139.72
Total 1014-00 · Local Gov't Inv. Pool-Regular					1,139.72	1,139.72
<b>3307-00 · CC Payroll Due</b>						
General Jo...	04/05/2020			Payroll #7 (3/13/2020-3/26/2020)	-21,215.60	-21,215.60
Check	04/05/2020	9940	Carson City	Payroll #7 (3/13/2020-3/26/2020)	21,215.60	
General Jo...	04/18/2020			Payroll #8 (3/27/2020-4/9/2020)	-20,906.40	-20,906.40
Check	04/18/2020	9956	Carson City	Payroll #8 (3/27/2020-4/9/2020)	20,906.40	
Total 3307-00 · CC Payroll Due						
<b>5009-00 · Churchill County Ad Valorem</b>						
Deposit	04/25/2020	121594	Churchill County	Jan-MarAd Valorem	-84,986.43	-84,986.43
Total 5009-00 · Churchill County Ad Valorem					-84,986.43	-84,986.43
<b>5010-00 · Lyon County Ad Valorem</b>						
Deposit	04/11/2020	144722	Lyon County	Jan-Mar Ad Valorem Taxes	-57,283.69	-57,283.69
Total 5010-00 · Lyon County Ad Valorem					-57,283.69	-57,283.69
<b>5011-00 · Douglas County Ad Valorem</b>						
Deposit	04/25/2020	703935	Douglas County	MAR Ad Valorem	-45,265.08	-45,265.08
Total 5011-00 · Douglas County Ad Valorem					-45,265.08	-45,265.08
<b>5012-00 · Carson City Ad Valorem</b>						
Deposit	04/25/2020	90307...	Carson City	MAR Ad Valorem	-20,181.12	-20,181.12
Total 5012-00 · Carson City Ad Valorem					-20,181.12	-20,181.12
<b>5031-00 · Interest Income-LGIP Reg.</b>						
Deposit	04/01/2020			Interest	-1,139.72	-1,139.72
Total 5031-00 · Interest Income-LGIP Reg.					-1,139.72	-1,139.72
<b>5058-00 · 208 Water Quality Plan</b>						
<b>5058-04 · NDEP-LID Implementation 2018-20</b>						
Deposit	04/21/2020	96499...	Nevada State Controller	Inv#9	-9,097.45	-9,097.45
Total 5058-04 · NDEP-LID Implementation 2018-20					-9,097.45	-9,097.45



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## CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

05/02/20

## Transaction Detail by Account

Cash Basis

April 2020

Type	Date	Num	Name	Memo	Paid Amount	Balance
Total 5058-00 · 208 Water Quality Plan					-9,097.45	-9,097.45
<b>5096-00 · NFWF-Weed Mgmt.</b>						
Deposit	04/02/2020		National Fish & Wildlife	Inv #4 7/1/2019-12/31/2019	-18,751.77	-18,751.77
Total 5096-00 · NFWF-Weed Mgmt.					-18,751.77	-18,751.77
<b>6003-00 · FEMA-MAS #9</b>						
Deposit	04/03/2020		FEMA	Draw 13	-30,923.46	-30,923.46
Deposit	04/23/2020		FEMA	Draw 14	-21,213.34	-52,136.80
Total 6003-00 · FEMA-MAS #9					-52,136.80	-52,136.80
<b>6004-00 · BOR WaterSMART Grant</b>						
Deposit	04/20/2020		Bureau of Reclamation	Inv#3	-13,720.00	-13,720.00
Total 6004-00 · BOR WaterSMART Grant					-13,720.00	-13,720.00
<b>6005-00 · FEMA - MAS # 10</b>						
Deposit	04/03/2020		FEMA	Draw 4	-10,376.15	-10,376.15
Deposit	04/23/2020		FEMA	Draw 5	-14,845.90	-25,222.05
Total 6005-00 · FEMA - MAS # 10					-25,222.05	-25,222.05
<b>7015-00 · Salaries &amp; Wages</b>						
General Jo...	04/05/2020			Salary Payroll #7 Fryer	2,542.89	2,542.89
General Jo...	04/05/2020			Salary Payroll #7 Hunt	2,357.93	4,900.82
General Jo...	04/05/2020			Salary Payroll #7 James	5,533.00	10,433.82
General Jo...	04/05/2020			Salary Payroll #7 Neddenriep	1,906.88	12,340.70
General Jo...	04/05/2020			Salary Payroll #7 Schambra	2,304.40	14,645.10
General Jo...	04/18/2020			Salary Payroll #8 Fryer	2,361.32	17,006.42
General Jo...	04/18/2020			Salary Payroll #8 Hunt	2,531.88	19,538.30
General Jo...	04/18/2020			Salary Payroll #8 James	5,533.00	25,071.30
General Jo...	04/18/2020			Salary Payroll #8 Neddenriep	1,906.87	26,978.17
General Jo...	04/18/2020			Salary Payroll #8 Schambra	2,304.38	29,282.55
Total 7015-00 · Salaries & Wages					29,282.55	29,282.55
<b>7020-00 · Employee Benefits</b>						
General Jo...	04/05/2020			Benies Payroll #7 Fryer	402.36	402.36
General Jo...	04/05/2020			Benies Payroll #7 Hunt	1,271.79	1,674.15
General Jo...	04/05/2020			Benies Payroll #7 James	2,267.85	3,942.00
General Jo...	04/05/2020			Benies Payroll #7 Neddenriep	992.16	4,934.16
General Jo...	04/05/2020			Benies Payroll #7 Schambra	1,028.49	5,962.65
General Jo...	04/18/2020			Benies Payroll #8 Fryer	372.04	6,334.69
General Jo...	04/18/2020			Benies Payroll #8 Hunt	1,325.20	7,659.89
General Jo...	04/18/2020			Benies Payroll #8 James	2,267.85	9,927.74
General Jo...	04/18/2020			Benies Payroll #8 Neddenriep	992.16	10,919.90
General Jo...	04/18/2020			Benies Payroll #8 Schambra	1,028.49	11,948.39
Total 7020-00 · Employee Benefits					11,948.39	11,948.39
<b>7021-00 · Workers Comp Ins.</b>						
Check	04/10/2020	ACH	Nevada Retail Network SIG	1st Qtr Report	493.86	493.86
Total 7021-00 · Workers Comp Ins.					493.86	493.86
<b>7101-00 · Director's Fees</b>						
<b>7101-01 · Director Benefits</b>						
General Jo...	04/05/2020			Dir Benies Payroll #7 Erquiaga	1.16	1.16
General Jo...	04/05/2020			Dir Benies Payroll #7 Jacobs	1.16	2.32
General Jo...	04/05/2020			Dir Benies Payroll #7 Stodieck	1.16	3.48
General Jo...	04/05/2020			Dir Benies Payroll #7 Workman	1.16	4.64
Total 7101-01 · Director Benefits					4.64	4.64
<b>7101-02 · Director's Fees-Alpine Co.</b>						
Check	04/18/2020	9957	David Griffith	Mar/Apr Alpine Cty Director Fees	160.00	160.00
Check	04/18/2020	9958	Donald Jardine	April Alpine Cty Director Fee	80.00	240.00
Total 7101-02 · Director's Fees-Alpine Co.					240.00	240.00
<b>7101-00 · Director's Fees - Other</b>						
General Jo...	04/05/2020			Dir Fee Payroll #7 Erquiaga	80.00	80.00
General Jo...	04/05/2020			Dir Fee Payroll #7 Jacobs	80.00	160.00
General Jo...	04/05/2020			Dir Fee Payroll #7 Stodieck	80.00	240.00
General Jo...	04/05/2020			Dir Fee Payroll #7 Workman	80.00	320.00
Total 7101-00 · Director's Fees - Other					320.00	320.00
Total 7101-00 · Director's Fees					564.64	564.64

7103-00 · Office Supplies

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## CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

05/02/20

## Transaction Detail by Account

Cash Basis

April 2020

Type	Date	Num	Name	Memo	Paid Amount	Balance
Deposit	04/11/2020	1312	River Wranglers	March copies	-8.08	-8.08
Check	04/11/2020	9949	Konica Minolta Business Solutions U...	March Copies	156.31	148.23
Check	04/18/2020	ACH	Intuit QuickBooks	500 bank checks	145.24	293.47
General Jo...	04/30/2020			April Copies	-55.43	238.04
Total 7103-00 · Office Supplies					238.04	238.04
<b>7105-00 · Rent</b>						
Check	04/01/2020	9939	Euronev, Ltd.	April 2020 Rent	3,054.00	3,054.00
Total 7105-00 · Rent					3,054.00	3,054.00
<b>7106-00 · Telephone/Internet</b>						
Check	04/18/2020	9955	Charter Communications	APR Phone/Internet Svcs.	309.94	309.94
Total 7106-00 · Telephone/Internet					309.94	309.94
<b>7107-00 · Travel-transport/meals/lodging</b>						
<b>7107-01 · Car Allowance</b>						
General Jo...	04/05/2020			Car Allowance Payroll #7 James	283.21	283.21
General Jo...	04/18/2020			Car Allowance Payroll #8 James	283.21	566.42
Total 7107-01 · Car Allowance					566.42	566.42
Total 7107-00 · Travel-transport/meals/lodging					566.42	566.42
<b>7108-00 · Dues &amp; Publications</b>						
Check	04/25/2020	9960	American Water Works Assn.	Annual Dues - Debbie Neddenriep	105.00	105.00
Total 7108-00 · Dues & Publications					105.00	105.00
<b>7114-00 · Outside Professional Services</b>						
Check	04/05/2020	9943	Truckee Meadows Parks Foundation	Americorps 1st/2nd Qtr Payment - Inv #139	6,550.00	6,550.00
Check	04/05/2020	9943	Truckee Meadows Parks Foundation	Americorps 3rd Qtr Payment - Inv #144	3,275.00	9,825.00
Total 7114-00 · Outside Professional Services					9,825.00	9,825.00
<b>7116-00 · Legal</b>						
Check	04/11/2020	9948	King & Russo, Ltd.	Professional Services March 2020	2,000.00	2,000.00
Total 7116-00 · Legal					2,000.00	2,000.00
<b>7117-00 · Lost Lakes Expenses</b>						
Check	04/05/2020	9941	Department of Water Resources	FY 20/21 Lost Lakes Dam Fees	8,887.00	8,887.00
Total 7117-00 · Lost Lakes Expenses					8,887.00	8,887.00
<b>7118-00 · Mud Lake O &amp; M</b>						
Check	04/25/2020	9959	Water Master	10/1/19-9/30/20 Water Right Billing - Mud Lake	1,032.90	1,032.90
Total 7118-00 · Mud Lake O & M					1,032.90	1,032.90
<b>7120-00 · Integrated Watershed Programs</b>						
<b>7120-31 · Watershed Coord Grant III 17-19</b>						
General Jo...	04/30/2020			April Copies	25.34	25.34
Total 7120-31 · Watershed Coord Grant III 17-19					25.34	25.34
Total 7120-00 · Integrated Watershed Programs					25.34	25.34
<b>7332-00 · Carson River Work Days</b>						
<b>7332-05 · CR Work Days 2019-20</b>						
Check	04/11/2020	9950	River Wranglers	1/1/20-3/31/20 CCR Workdays	5,563.64	5,563.64
Total 7332-05 · CR Work Days 2019-20					5,563.64	5,563.64
Total 7332-00 · Carson River Work Days					5,563.64	5,563.64
<b>7406-00 · 208 Water Quality Mgmt. Plan</b>						
<b>7406-03 · LID Implementation 2018-6/30/20</b>						
Check	04/11/2020	9947	Robert Loveberg	Jan-Mar 2020 LID Implementation	7,310.00	7,310.00
General Jo...	04/30/2020			April Copies	2.62	7,312.62
Total 7406-03 · LID Implementation 2018-6/30/20					7,312.62	7,312.62
Total 7406-00 · 208 Water Quality Mgmt. Plan					7,312.62	7,312.62
<b>7437-00 · FEMA MAS #9</b>						
<b>7437-01 · South Dayton Valley ADMP(JEF)</b>						
Check	04/05/2020	9945	JE Fuller Hydrology & Geomorpholog...	South Dayton ADMP 3/1/20-3/31/20	17,271.30	17,271.30
Total 7437-01 · South Dayton Valley ADMP(JEF)					17,271.30	17,271.30
<b>7437-02 · North CC ADMP (MB)</b>						

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## CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

05/02/20

## Transaction Detail by Account

Cash Basis

April 2020

Type	Date	Num	Name	Memo	Paid Amount	Balance
Check	04/18/2020	9953	Michael Baker International, Inc.	NCC ADMP thru 3/29/2020	1,819.12	1,819.12
Total 7437-02 · North CC ADMP (MB)					1,819.12	1,819.12
<b>7437-04 · Flood Awareness 2019</b>						
<b>7437-41 · River Wranglers-FAW</b>						
Check	04/07/2020	9946	River Wranglers	INV#4 FAW -1/1/20-3/31/20	831.49	831.49
Total 7437-41 · River Wranglers-FAW					831.49	831.49
Total 7437-04 · Flood Awareness 2019					831.49	831.49
<b>7437-00 · FEMA MAS #9 - Other</b>						
General Jo...	04/30/2020			April Copies	13.87	13.87
Total 7437-00 · FEMA MAS #9 - Other					13.87	13.87
Total 7437-00 · FEMA MAS #9					19,935.78	19,935.78
<b>7438-00 · BOR WaterSMART Market Program</b>						
<b>7438-01 · Water Mktg Study-LUMOS 2019-21</b>						
<b>7438-02 · BOR WaterSmart-LUMOS MATCH</b>						
Check	04/11/2020	9951	Lumos & Assoc., Inc.	Professional Services 2/22/20-3/20/20	5,847.00	5,847.00
Total 7438-02 · BOR WaterSmart-LUMOS MATCH					5,847.00	5,847.00
Total 7438-01 · Water Mktg Study-LUMOS 2019-21					5,847.00	5,847.00
Total 7438-00 · BOR WaterSMART Market Program					5,847.00	5,847.00
<b>7439-00 · FEMA MAS #10</b>						
<b>7439-01 · Carson Valley Flood Model (HDR)</b>						
Check	04/18/2020	9952	HDR Engineering, Inc.	Carson Valley Flood Model 3/1/20-3/28/20	704.84	704.84
Total 7439-01 · Carson Valley Flood Model (HDR)					704.84	704.84
<b>7439-02 · West CC Study (Kimley-Horn)</b>						
Check	04/18/2020	9954	Kimley-Horn & Associates, Inc.	FEMA 10-West CC ADP- Svcs thru Mar 31,2020	7,566.00	7,566.00
Total 7439-02 · West CC Study (Kimley-Horn)					7,566.00	7,566.00
<b>7439-03 · RuhenStroth ADMP (Fuller)</b>						
Check	04/05/2020	9945	JE Fuller Hydrology & Geomorpholog...	Ruhenstroth ADMP 3/1/20-3/31/20	1,281.90	1,281.90
Total 7439-03 · RuhenStroth ADMP (Fuller)					1,281.90	1,281.90
<b>7439-04 · Ch Cty Flood Maps (Precision)</b>						
Check	04/05/2020	9944	Precision Water Resources Engineeri...	Inv#1917 Ch Cty Flood Map Project (3/2/20-3/31/20)	4,422.50	4,422.50
Total 7439-04 · Ch Cty Flood Maps (Precision)					4,422.50	4,422.50
<b>7439-00 · FEMA MAS #10 - Other</b>						
General Jo...	04/30/2020			April Copies	13.60	13.60
Total 7439-00 · FEMA MAS #10 - Other					13.60	13.60
Total 7439-00 · FEMA MAS #10					13,988.84	13,988.84
<b>7508-00 · USGS Do.Co.WQ &amp; GW Monitoring</b>						
<b>7508-03 · DoCo WQ/GW Mon. 2019-21</b>						
Check	04/18/2020	ACH	U.S. Geological Survey	Qtrly Pymt JFA #19ZJJFA00128	4,222.50	4,222.50
Total 7508-03 · DoCo WQ/GW Mon. 2019-21					4,222.50	4,222.50
Total 7508-00 · USGS Do.Co.WQ & GW Monitoring					4,222.50	4,222.50
<b>7526-00 · USGS-Eagle/Dayt/Ch.Vly. 2016-20</b>						
Check	04/18/2020	ACH	U.S. Geological Survey	Qtrly Pymt JFA #17WSNV00139	3,174.00	3,174.00
Total 7526-00 · USGS-Eagle/Dayt/Ch.Vly. 2016-20					3,174.00	3,174.00
<b>7620-00 · Carson City Projects</b>						
<b>7620-16 · CC Reuse Master Plan 2019-20</b>						
Check	04/05/2020	9942	Carson City Public Works	CC Reuse Master Plan	19,662.50	19,662.50
Total 7620-16 · CC Reuse Master Plan 2019-20					19,662.50	19,662.50
Total 7620-00 · Carson City Projects					19,662.50	19,662.50
<b>7640-00 · Churchill County Projects</b>						
<b>7640-17 · TCID Carson Diversion Dam 19-20</b>						
Check	04/25/2020	9961	Truckee-Carson Irrigation District	Carson Diversion Dam Costs thru April 2, 2020	12,771.27	12,771.27
Total 7640-17 · TCID Carson Diversion Dam 19-20					12,771.27	12,771.27

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Cash Basis

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Transaction Detail by Account

April 2020

Type	Date	Num	Name	Memo	Paid Amount	Balance
Total 7640-00 · Churchill County Projects					12,771.27	12,771.27
<b>TOTAL</b>						

## **AGENDA ITEM #9**

## **CARSON WATER SUBCONSERVANCY DISTRICT**

**TO:** BOARD OF DIRECTORS

**FROM:** EDWIN D. JAMES

**DATE:** May 20, 2020

**SUBJECT:** Agenda Item #9 – For Possible Action: Approval of the one-year Mud Lake Agreement with Carson City

**DISCUSSION:** Attached is a draft agreement for Carson City to lease the Mud Lake water. This agreement is basically the same agreement that CWSD approved last year.

This item was discussed at the Regional Water System and Flood Committee on May 4, 2020, and the committee made a recommendation for approval (see draft meeting notes in Item #9).

**STAFF RECOMMENDATION:** Approve the one-year Mud Lake Agreement with Carson City.

# CARSON WATER SUBCONSERVANCY DISTRICT Regional Water System & Flood Committee

May 4, 2020, 12pm

## *Draft Minutes*

*The CWSD Regional Water System & Flood Committee meeting was held via Zoom Videoconference and teleconference due to Governor Sisolak's statewide Emergency Directive in response to the COVID-19 Pandemic.*

### **Committee Members Present:**

Brad Bonkowski  
Kathy Canfield  
Carl Erquiaga  
David Griffith  
Jack Jacobs  
Mike Workman

### **Committee Members Not Present:**

Fred Stodieck

### **CWSD Staff Present:**

Ed James  
Brenda Hunt  
Debbie Neddenriep  
Catrina Schambra

### **Others Present:**

David Bruketta, Lyon County  
Nick Charles, Lumos  
Melissa James  
Dave Merrill, Vidler Water Co.  
Tim Russell, Lumos

Committee Member Erquiaga called the video/teleconference meeting of the Carson Water Subconservancy District's Regional Water System and Flood Committee to order at 12 pm. 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 Agenda**

*Committee Member Jacobs made a motion to approve the Regional Water System and Flood Committee Agenda. The motion was seconded by Committee Member Griffith and unanimously approved by the Regional Water System and Flood Committee.*

### **Item #5 - For Possible Action: Approval of the Regional Water System and Flood Committee Minutes of March 16, 2020**

*Committee Member Griffith made a motion to approve the Regional Water System and Flood Committee Minutes from March 16, 2020. The motion was seconded by Committee Member Jacobs and unanimously approved by the Regional Water System and Flood Committee.*

### **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**

David Bruketta, Utilities Director for Lyon County presented the funding request to the committee. The Highway 50 Corridor Right-of-Way Project would run between Dayton and Silver Springs and be used for water, sewer, and reclaimed water. Mr. James stated the funding must come from the Acquisition/Construction Fund per the Regional Water System & Flood Committee Policy and there is approximately \$700,000 earmarked for these types of projects. This funding request is for a total of \$125,000.

*Director Workman made a motion to recommend the CWSD Board approve the funding request as presented for a total not to exceed \$125,000 from the CWSD Acquisition/Construction Fund. The motion was seconded by Director Bonkowski and unanimously approved by the Regional Water System & Flood Committee.*

**Item # 7 – For Discussion Only – Review the CWSD Water Marketing Plan Update Memorandum from Lumos & Associates**

Nick Charles from Lumos & Associates gave a data presentation on the Water Marketing project which is funded through a Bureau of Reclamation (BOR) grant. The project is about 1/3 complete and he showed the data that has been gathered and what has been learned at this point. There has been a decrease trend in flows and more variability in the river. The data also shows the trends in use of the water.

Committee Member Griffith asked what the R square value was for the trends. Mr. Charles mentioned that the R square values are very low and stated the independent value is time. A better statistical method is to calculate the “P” values. Director Jacobs asked if they had analyzed any correlation with precipitation – rainfall and snowmelt? Mr. Charles responded that the report included just trends in the river system. Mr. James stated the East and West Fork stream flow gauges are located before any diversions, so these show what Mother Nature is giving us over time. The groundwater usage data comes from the State Engineer’s office. There was discussion of Perennial Yield (rainfall & snow melt) compared to System Yield, which includes active recharge to the aquifer. Director Jacobs say farmers will be excited about this information when it is available.

There was further discussion and Mr. James suggested that this presentation be shared with the full Board at the May 20, 2020 meeting.

*No action was taken.*

**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**

Mr. James reported his efforts to update the data used in the 2009 USGS Analysis. The data used for the report covered years 1940-2005, leaving a 15-year gap in the record. Due to questions brought up by a current USGS project, he wants to update the data to see whether

there are any measurable changes to the flows into Lahontan Reservoir. Mr. James and others are working with the water purveyors and the Federal Water Master to ensure the data they collect is accurate. The goal is to have the best data set available.

Committee Member Jacobs asked if the Alpine Decree considers the impact groundwater pumping on surface flows. Mr. James responds that it does not. However, there are concerns by people in the lower watershed that they are being impacted by upstream pumping. In 2009, the USGS published a report regarding this concern. The report mentioned that they did not see any changes to the flows into Lahontan Reservoir. This is most likely due to other changes in the watershed that are offsetting the groundwater pumping. The purpose of updating the 2009 report is to see if there are any changes occurring now.

*No action was taken.*

**Item #9 - For Possible Action: Recommend approval of the 5-year Mud Lake Lease Agreement with Carson City**

Mr. James presented the Mud Lake Lease Agreement with Carson City. It is a 5-year Agreement and it is time to renew. There was brief discussion among the committee.

*Director Jacobs made a motion to recommend the CWSD Board approve the 5-Year Mud Lake Lease Agreement with Carson City as presented. The motion was seconded by Committee Member Griffith and unanimously approved by the Regional Water System & Flood Committee.*

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

Mr. James presented the Lost Lakes Agreement with Carson City. It is an annual Agreement and it is time to renew. This is a secondary water source for Carson City. This source is used only after the Mud Lake water and last year it was not used at all. Currently Carson City is our only market for this water, so we want to have an agreement in place in case they need it this year. Mr. James notes that there may be a need by Lyon County for use as a water source in the future. This is wintertime water and there are few wintertime sources available.

*Director Jacobs made a motion to recommend the CWSD Board approve the Lost Lakes Agreement with Carson City as presented. The motion was seconded by Committee Member Griffith and unanimously approved by the Regional Water System & Flood Committee.*

**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**

Mr. James explained the proposed Agreement with HDR for its work in the Restudy and

remapping of Churchill County Floodplain project. This is a project approved by Churchill County and started last year with preliminary hydrology studies. The cost of this project will be funded through FEMA MAS 10. There was a noted typo to be fixed and Director Jacobs asked that the insurance amount be verified by Mr. James prior to signing.

*Director Bonkowski made a motion to recommend the CWSD Board approve the HDR Agreement for the FEMA Churchill County Restudy & Remapping Project with noted edit. The motion was seconded by Director Workman and unanimously approved by the Regional Water System & Flood Committee.*

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

Mr. James reminded the committee members that over the past ten years, Lost Lakes has cost \$100,000. Most of these costs were associated with the dam safety fees. Now USFS is looking at charging us a permit fee. It is important that we decide how we want to move forward with Lost Lake water rights. He thinks our best option would be to exchange our Lost Lakes water right with California Fish & Game for Red Lake water rights. In fact, Red Lake has some water quality issues that we can address with the revenue generated.

Ms. Hunt says that she has just started her research into this. The exchange would be the most beneficial to both entities, so she is looking into this possibility. She is working on learning what California Fish & Game goals are with Red Lake and here is still a question of Dam Safety fees.

Mr. James suggested that the next best idea is to 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.

Mr. James states this will be a slow-moving project. He will update the Board as we progress.

*No action was taken.*

**Item #13 – 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 1:08 pm.*

Respectfully submitted,

*Catrina Schambra*

Secretary to the Board

## **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



## **AGENDA ITEM #10**

## **CARSON WATER SUBCONSERVANCY DISTRICT**

**TO:** BOARD OF DIRECTORS

**FROM:** EDWIN D. JAMES

**DATE:** May 20, 2020

**SUBJECT:** Agenda Item #10 – For Possible Action: Approval of the one-year Lost Lakes Agreement with Carson City

**DISCUSSION:** Attached is a draft agreement for Carson City to lease the Lost Lakes water. This agreement is basically the same agreement that CWSD approved last year.

This item was discussed at the Regional Water System and Flood Committee on May 4, 2020, and the committee made a recommendation for approval (see draft meeting notes in Item #9).

**STAFF RECOMMENDATION:** Approve the one-year Lost Lake Agreement with Carson City.

## **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 15<sup>th</sup> 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**

## CARSON WATER SUBCONSERVANCY DISTRICT

**TO:** BOARD OF DIRECTORS

**FROM:** EDWIN D. JAMES

**DATE:** May 20, 2020

**SUBJECT:** Agenda Item #11 – For Possible Action: Approval of the HDR Contract to Restudy and Remap the Churchill County Floodplains in an amount of \$253,824.

**DISCUSSION:** 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.

This item was discussed at the Regional Water System and Flood Committee on May 4, 2020, and the committee made a recommendation for approval (see draft meeting notes in Item #11).

**STAFF RECOMMENDATION:** Approve HDR Contract to Restudy and Remap the Churchill County Floodplains in an amount of \$253,824.



# 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 Carson River Physical Map Revision in Churchill County 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; \$4,000,000 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:**

## **AGENDA ITEM #12**

## CARSON WATER SUBCONSERVANCY DISTRICT

**TO:** BOARD OF DIRECTORS

**FROM:** EDWIN D. JAMES

**DATE:** May 20, 2020

**SUBJECT:** Agenda Item #12 – For Possible Action: Approval of time extension for Agreement 18-6 with Rob Loveberg to complete the Low Impact Development Watershed Ordinances and possibility increase the agreement by \$2,000.

**DISCUSSION:** In February 2018, CWSD approved an agreement with Rob Loveberg Consulting to help develop the Low Impact Development (LID) Watershed Ordinances and planning processes. Project funding is provided through the NDEP 208 grant. Due to the COVID -19, Mr. Loveberg and CWSD staff have been delayed in meeting with County staff, planning commissions and Boards to review draft ordinance language, and bring it forward for Cty/City approval. CWSD submitted a time extension with NDEP for the grant to be extend to December 31, 2020.

In reviewing the agreement with Mr. Loveberg, staff noticed that the current CWSD agreement (18-6) terminated on December 31, 2019. Staff requests the Board extend the agreement from December 31, 2019 to December 31, 2020.

Staff also proposes an option to move up to \$2,000 in the NDEP grant from staff salary reimbursement to increase the budget in Mr. Loveberg's agreement. Additional information has been requested during recently held virtual meetings with County Staff. Staff believes it is appropriate for Mr. Loveberg to conduct this research and redraft the ordinances post review; therefore, there may be a need to transfer some of CWSD staff time to Mr. Loveberg's contract. This amount would not exceed \$2000.

**STAFF RECOMMENDATION:** Approve time extension for Agreement 18-6 with Rob Loveberg to complete the Low Impact Development Watershed Ordinances for one year, with the option to increase the agreement not to exceed \$2,000 from CWSD staff time budget.



## **ADDENDUM TO AGREEMENT #2018-6**

**Addressing Time Extension from Carson Water Subconservancy District  
to Robert G. Loveberg  
to Review and Propose Revisions  
to County/City Ordinances and Design Standards  
to Advance Low Impact Development Implementation  
in the Carson River Watershed**

WHEREAS, on February 21, 2018, the CARSON WATER SUBCONSERVANCY DISTRICT (hereinafter referred to "CWSD") and ROBERT G. LOVEBERG (hereinafter "LOVEBERG") entered into an Agreement (hereinafter "Agreement #2018-6") addressing funding from CWSD to LOVEBERG to review and propose revisions to County/City Ordinances and Design Standards to advance Low Impact Development (LID) Implementation in the Carson River Watershed; and

WHEREAS, it has been determined that Agreement #2018-6 needs to be extended to December 31, 2020 in order for LOVEBERG to complete the project; and

WHEREAS, an additional \$2,000 may be added to the agreement.

NOW, THEREFORE IT IS AGREED:

1. Agreement #2018-6 shall be extended to December 31, 2020.
2. Additional \$2,000 may be added to the agreement if approved by CWSD staff.
3. All other terms of Agreement #2018-6 shall remain in full force and effect.

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

\_\_\_\_\_  
Robert G. Loveberg  
PLANNING CONSULTANT

\_\_\_\_\_  
Carl Erquiaga, Chairman  
CARSON WATER  
SUBCONSERVANCY DISTRICT

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Catrina Schambra, Secretary to the Board

DATED: \_\_\_\_\_

## **AGENDA ITEM #13**



## CARSON WATER SUBCONSERVANCY DISTRICT

**TO:** BOARD OF DIRECTORS

**FROM:** EDWIN D. JAMES

**DATE:** May 20, 2020

**SUBJECT:** Agenda Item #13 – For Possible Action: Ratify approval for the Watershed Program Manager to attend the StormCon Conference in Seattle, August 17-19, 2020

**DISCUSSION:** The Watershed Program Manager requests authorization to attend the StormCon Conference in Seattle, August 17-19, 2020. According to CWSD Travel policy the Chairperson of CWSD can approve staff attending conferences. This action then needs to be ratified by the CWSD Board. By signing up for the conference before April 30, CWSD saves \$50 off the registration fee. Attached is the draft program schedule. There are several people from NDEP who will also be attending this conference.

There will be some transportation and lodging costs but these costs maybe offset if staff joins up with NDEP staff to and at the conference. There is funding in the budget for staff to attend this conference.

**STAFF RECOMMENDATION:** Ratify the Chairperson approval for the Watershed Program Manager to attend the StormCon Conference in Seattle, August 17-19, 2020.

StormCon, the leading conference on advancing the science and practice of stormwater management, offers six unique conference tracks:

- [Stormwater Infrastructure and Best Management Practices](#)
- [Green Infrastructure](#)
- [Stormwater Permit Compliance](#)
- [Stormwater Program Management](#)
- [Industrial Stormwater Management](#)
- [Evaluating BMP Performance](#)

## Conference Tracks

### **Stormwater Infrastructure and Best Management Practices**

This track presents examples of how structural and nonstructural best management practices (BMPs) are being used—with case studies and performance data—including combinations of BMPs to achieve water-quality goals. It also deals with “gray” stormwater infrastructure and conveyance systems: inlets, pipes, tunnels, and other detention facilities. Please note that there is a separate conference track specifically dealing with green infrastructure practices and installations.

Topics in this track include:

- Sizing and designing detention and conveyance systems
- Inspection, maintenance, and repair of BMPs
- Urban retrofitting
- Pipe rehabilitation and repair
- Filtration systems
- Retention and detention systems
- Advanced applications and treatment trains
- Post-construction stormwater management

### **Green Infrastructure**

This track includes examples of green infrastructure and low impact development (LID). These practices strive to maintain or mimic the predevelopment hydrology of a site by infiltrating, storing, filtering, and evaporating stormwater runoff rather than moving it offsite to a centralized stormwater system. Areas of focus for this track include:

- Infiltration and bioretention practices
- Rain gardens
- Green roofs
- Porous pavement
- Maintenance of green infrastructure practices
- Measuring the effectiveness of green infrastructure
- Community-wide and watershed-scale water-quality approaches
- Green infrastructure for infill development and redevelopment
- Green infrastructure to reduce combined sewer overflows
- Rainwater harvesting and stormwater reuse
- LEED-certified projects

## **Stormwater Permit Compliance**

This track covers the different aspects of complying with municipal stormwater permits. Focus areas include:

- Strategies for meeting NPDES permit requirements
- Integrating the municipal stormwater program with TMDL development
- Building public education and outreach programs
- Illicit discharge detection and elimination programs
- Construction-site compliance
- Municipal good-housekeeping practices
- Reporting requirements
- Program audits

## **Stormwater Program Management**

This track covers funding and staffing issues affecting municipal and state programs:

- Funding options for stormwater programs, such as bonds, development impact fees, and enterprise funds
- Creating and managing a stormwater utility
- Obtaining Clean Water State Revolving Fund assistance
- Paying for capital improvement programs
- Stormwater credit trading
- Public-private partnerships
- Working with NGOs and other stakeholders
- Asset management

- Hiring and training in-house staff
- Hiring and working with consultants

## **Industrial Stormwater Management**

This track covers industrial stormwater management and permitting, focusing on publicly and privately owned facilities covered by industrial stormwater permits or EPA's stormwater multi-sector general permit. Such facilities range from small businesses located in urban areas, such as restaurants and automotive repair shops, to large sites such as manufacturing plants, transportation facilities, landfills and waste transfer stations, and mining operations. Topics in this track include:

- Managing stormwater at industrial and manufacturing facilities
- Stormwater management in the mining industry
- Concerns for oil and gas facilities
- Transportation activities: airports, ports, and fleet maintenance facilities
- Managing stormwater on active landfill sites
- Selection, installation, and maintenance of stormwater management systems on closed landfill sites
- Storage and handling of hazardous waste
- Inspecting industrial sites for stormwater compliance
- Integrating industrial stormwater operations with municipal permits

## **Evaluating BMP Performance**

This technical track includes academic research; methods for testing the effectiveness of best management practices and comparing different BMPs; and topics and trends in stormwater research, such as standardizing testing protocols and standards for measuring the effectiveness of BMPs. Topics in this track include:

- Performance standards and testing protocols
- Evaluating BMP performance
- Characterizing pollutant loads
- Fate and transport of pollutants
- Water-quality modeling
- Sampling tools and techniques
- Bacterial detection and identification techniques

## CONFERENCE REQUEST

**NAME:** Brenda Hunt

**DATE REQUESTED:** May 20, 2020

**MODE OF TRAVEL:** TBD

**DESTINATION:** Seattle, Washington

**PURPOSE:** 2020 StormCon Conference

**MEETING  
DATES:** August 17 to 19, 2020

**ESTIMATED  
COSTS:** \$900.00 Conference fee, lodging, transpiration, and meals

**APPROVED BY:**

Chairman

Date

## **AGENDA ITEM #14**

## **CARSON WATER SUBCONSERVANCY DISTRICT**

**TO:** BOARD OF DIRECTORS

**FROM:** EDWIN D. JAMES

**DATE:** May 20, 2020

**SUBJECT:** Agenda Item #14 – For Possible Action: Approval of the funding agreement from Alpine County, California to Carson Water Subconservancy District to conduct the Mesa Groundwater Elevation Monitoring Program in the amount not to exceed \$6,500

**DISCUSSION:** Attached is a draft agreement with Alpine County to continue the Mesa Groundwater Elevation Monitoring Program for the next three years. Alpine County reimburses CWSD costs to conduct this monitoring program. CWSD staff goes out twice a year and take groundwater measurements, plots the data, and sends the data on to Alpine County. CWSD staff hopes to go out and take well measurements in May of this year.

The agreement language is the same as the 2016 agreement between Alpine County and CWSD.

**STAFF RECOMMENDATION:** Approve the funding agreement from Alpine County, California to Carson Water Subconservancy District to conduct the Mesa Groundwater Elevation Monitoring Program in the amount not to exceed \$6,500.

**AGREEMENT**

Funding from Alpine County, California to Carson Water Subconservancy District to  
conduct the Mesa Groundwater Elevation Monitoring Program

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, and between ALPINE COUNTY, CALIFORNIA, a political subdivision of the State of California (hereinafter "ALPINE"), and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision organized under Nevada Revised Statutes Chapter 541 (hereinafter "CWSD").

WITNESSETH:

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

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

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

WHEREAS, the residents in the Mesa area in Alpine County have mentioned that the groundwater levels have been dropping and they are concerned that if the trend continues they may be forced to lower their wells; and

WHEREAS, ALPINE has asked that CWSD assist with the gathering and reporting of the groundwater elevation data that is collected in the Mesa area set forth in Exhibit "A"; and

WHEREAS, ALPINE agrees to compensate CWSD in an amount not to exceed \$6,500.00 for calendar years starting 2020, 2021, and 2022.

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

1. ALPINE hereby agrees to pay CWSD in the amount not to exceed \$6,500.00 for calendar years starting 2020, 2021, and 2022 to setup, gather and report the



groundwater elevation data that is collected in Mesa area of Alpine County as set forth in Exhibit "A".

2. CWSD will submit requests for funding periodically over the length of the Agreement. The request for funding shall be accompanied by a description of what the funds were used for and shall reference this Agreement.
4. ALPINE shall have no responsibility for costs exceeding \$6,500.00.
5. This Contract shall terminate December 31, 2022, at which time CWSD shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Agreement.
6. Notwithstanding any other provision of this Agreement, any obligation of ALPINE hereunder is conditioned upon ALPINE's funding resources. If for whatever reason ALPINE's funding resources are reduced or eliminated, ALPINE reserves the right to terminate this Agreement immediately in writing. ALPINE will reimburse CWSD for all costs that occurred under this Agreement up to the date the Agreement is terminated.
7. The parties will not waive and intend to assert available liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
8. a. Consistent with paragraph 7 of this Contract, each party shall indemnify, hold harmless and defend, not excluding the others right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within thirty (30) days of the indemnified party's accrual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

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

ALPINE COUNTY  
Attn: Brian Peters  
Community Development Director  
50 Diamond Valley Rd.  
Markleeville, CA 96120  
(530) 694-2140 x-425

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

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

DATED: \_\_\_\_\_

ALPINE COUNTY

DATED: \_\_\_\_\_

CARSON WATER  
SUBCONSERVANCY DISTRICT

\_\_\_\_\_  
BRIAN PETERS  
Community Development Director

\_\_\_\_\_  
EDWIN D. JAMES  
General Manager

## **Exhibit "A"**

### **Development of Groundwater Level Monitoring Program for the Mesa area in Alpine County**

In cooperation with Alpine County, CWSD will set up a groundwater level monitoring program for the Mesa area in Alpine County. The groundwater monitoring program will include:

- identify domestic well owners who would be willing to participate in a groundwater level monitoring program;
- gather the well logs and history on each well,
- conduct the water level measurements once in the spring and once in the fall.

## **AGENDA ITEM #15**

## **CARSON WATER SUBCONSERVANCY DISTRICT**

**TO:** BOARD OF DIRECTORS

**FROM:** EDWIN D. JAMES

**DATE:** May 20, 2020

**SUBJECT:** Agenda Item #15 – For Possible Action: Carson Water Subconservancy District will conduct a Public Hearing on its FY 2020-2021 Tentative Budget.

**DISCUSSION:** Under NRS 354.596 all public entities are required to hold a public hearing on the tentative budget. The notice of the public hearing was placed in the Nevada Appeal on May 9, 2020. The Tentative Budget was approved by CWSD at the March Board meeting and part of that Board package posted on the CWSD website.

**STAFF RECOMMENDATION:** Conduct the public hearing on the 2020-21 Tentative Budget.

## **AGENDA ITEM #16**

## CARSON WATER SUBCONSERVANCY DISTRICT

**TO:** BOARD OF DIRECTORS

**FROM:** EDWIN D. JAMES

**DATE:** May 20, 2020

**SUBJECT:** Agenda Item #16 – For Possible Action: Approval of funding request from Lyon County to obtain a Utility Right-of-Way from Dayton to Silver Springs in an amount of \$125,000

**DISCUSSION:** 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.

This item was presented to the Regional Water System and Flood Committee on May 4, 2020 (see meetings notes in Item #9) and the committee recommends funding this project in the amount of \$125,000.

**STAFF RECOMMENDATION:** Approve the funding request from Lyon County to obtain a Utility Right-of-Way from Dayton to Silver Springs in an amount of \$125,000.



## 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](http://www.lyon-county.org)

**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 16<sup>th</sup> 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,

A handwritten signature in black ink, appearing to read 'David Bruketta', is written over a light blue horizontal line.

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

## **AGENDA ITEM #17**

## **CARSON WATER SUBCONSERVANCY DISTRICT**

**TO:** BOARD OF DIRECTORS

**FROM:** EDWIN D. JAMES

**DATE:** May 20, 2020

**SUBJECT:** Agenda Item #17 – For Discussion Only: Discussion on the Carson River Water Marketing Study Update Memorandum from Lumos and Associates.

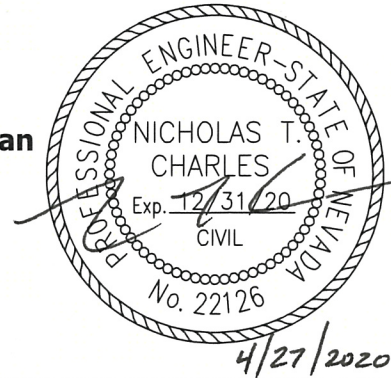
**DISCUSSION:** Attached is the memorandum on the Carson River Water Marketing Study by Lumos and Associates. Nick Charles with Lumos will present the information at the Board Meeting.

**STAFF RECOMMENDATION:** Receive and file.



## Carson Water Subconservancy District Water Marketing Plan Update Memorandum

To Carson Water Subconservancy District  
From Nicholas Charles, PE – Lumos & Associates  
Date April 14, 2020



On June 19, 2019, the Carson Water Subconservancy District (CWSD) approved a contract with Lumos & Associates (Lumos) to assist CWSD with the compilation and completion of a Water Marketing Study. The project is being funded through a US Bureau of Reclamation WaterSmart Marketing Strategy Grant. The final report is scheduled to be completed by June 2021. The purpose of this memorandum is to provide an update to CWSD Board of Directors and staff on the current progress and the next steps to complete the Water Marketing Plan.

At this point in the project, Lumos has been focused on several work activities, including:

1. Combined stakeholder outreach in conjunction with CWSD staff.
2. Background data collection, analysis, and preparation of associated sections of the Water Marketing Plan report.

The following sections will provide an update on these work activities.

### 1. Stakeholder Outreach

Extensive outreach has occurred through the efforts of CWSD staff with the assistance of Lumos for select stakeholders. Lumos and CWSD staff have jointly met with the Nevada State Engineer, the Federal Water Master, Churchill County, Lyon County, Carson City, Douglas County, Vidler Water Company, and the Truckee-Carson Irrigation District. CWSD staff has also met with most, if not all, of the remaining major community water systems (Minden, Gardnerville Water Co, Stagecoach GID, Silver Springs GID, etc.) and their staff. The purpose of these meetings and other coordination has been to educate local stakeholders on the purpose of the Water Marketing Plan, elicit discussion and feedback, and request data that may be useful to the study. This stakeholder outreach has and will continue to provide valuable insight and data.

### 2. Background Data Collection and Analysis

Various datasets have been collected and analyzed to provide insight into current water availability and usage patterns in the Carson River watershed. In general, data related to instream flows, community water system water usage, hydrographic basin water usage, and water rights has been collected. The following summarizes the data and analysis as of the date of this memorandum.

#### Instream Flows

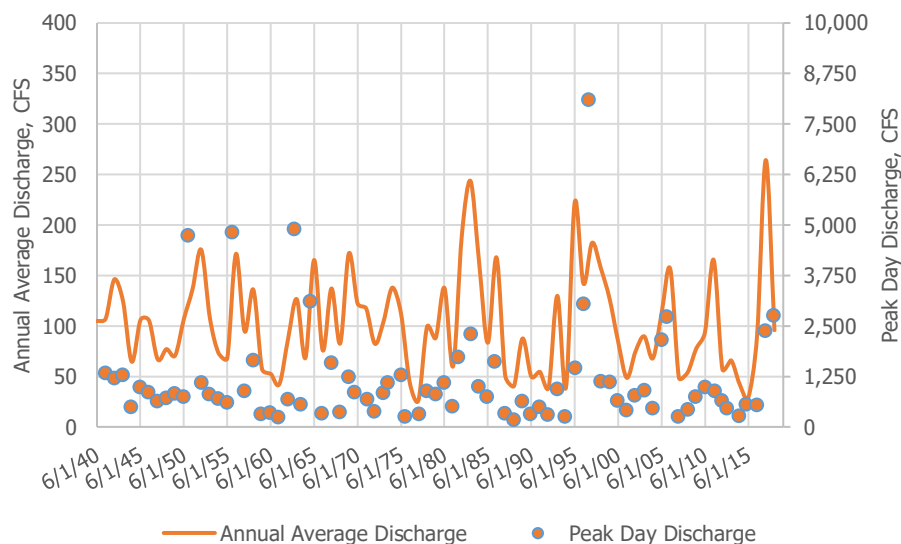
Annual average and peak day instream flow data was obtained from the USGS National Water Information System (USGS, 2020). The USGS has historically maintained multiple gauges along the Carson River; however, over time a number of those gauge locations have been taken out of service. Even with some of the gauges out of services there are four primary, longstanding

gauges that were utilized to obtain reliable river flow data. Table 1 provides summary gauge details, historical data, and statistical analysis of these four longstanding gauges located along the East Fork, West Fork, and main fork of the Carson River<sup>1</sup>.

**Table 1 – Summary of Historical Flow Data and Statistics**

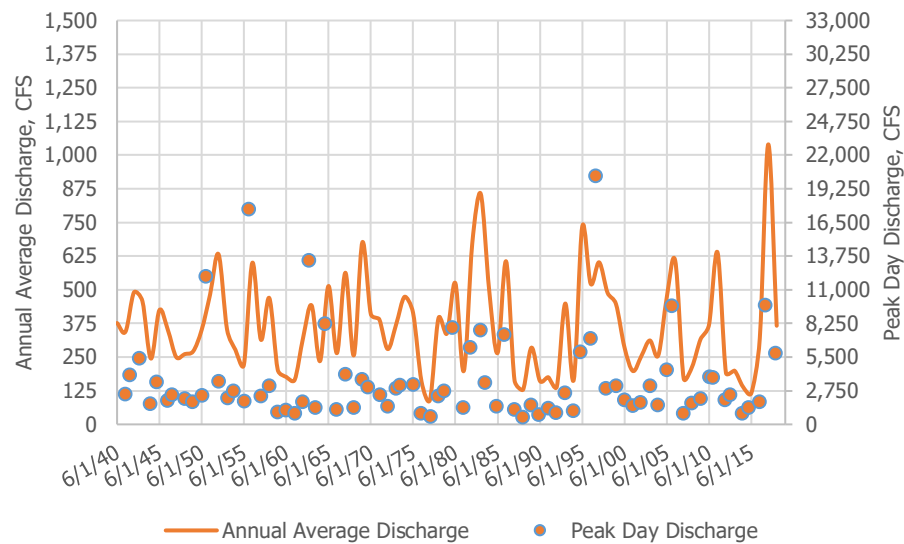
Location	West Fork at Woodfords	East Fork near Gardnerville	Carson River near Carson City	Carson River near Fort Churchill
USGS Station #	10310000	10309000	10311000	10312000
Latitude	38.769722	38.845194	39.107778	39.291667
Longitude	-119.832778	-119.706083	-119.712222	-119.311111
Data Record Analyzed	1940 to 2018	1940 to 2018	1940 to 2018	1940 to 2018
Annual Average Flow, CFS	103.0	365.4	401.1	377.4
Annual Flow Standard Deviation, CFS	50.2	181.3	256.4	258.4
Average Peak Day Flow, CFS	1,150.7	3,599.5	4,178.8	3,278.8
Peak Day Flow Standard Deviation, CFS	1,253.8	3,579.0	5,544.0	3,700.5
Annual Average to Peak Day Average Multiplier	11.2	9.9	10.4	8.7

Figure 1 through Figure 4 shows the annual average and peak day instream flows for each gauge listed in Table 1. For each gauge location, average annual flows can vary significantly from year to year. The “average” flow does not consistently occur, it is arguably just the average of extreme high and low flows that occur from year to year.

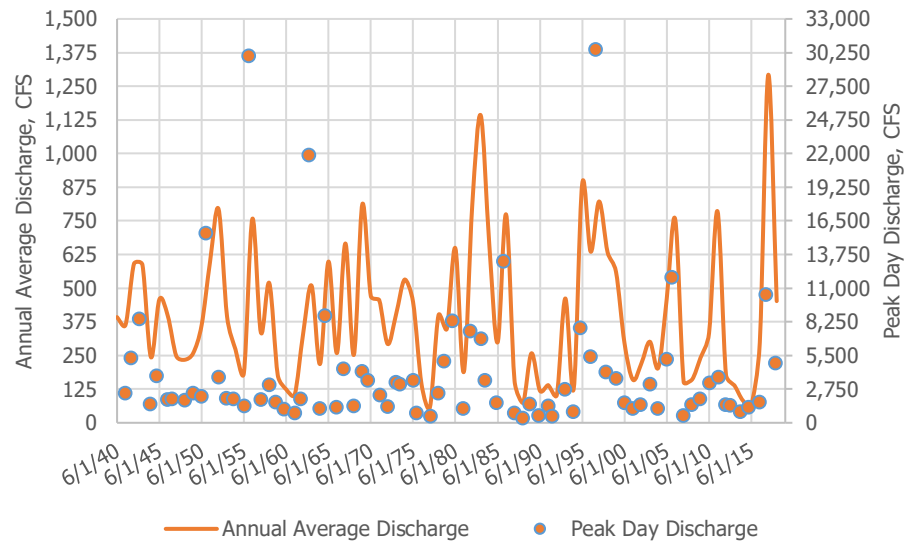


**Figure 1 – West Fork at Woodfords Historical Data (USGS #10310000)**

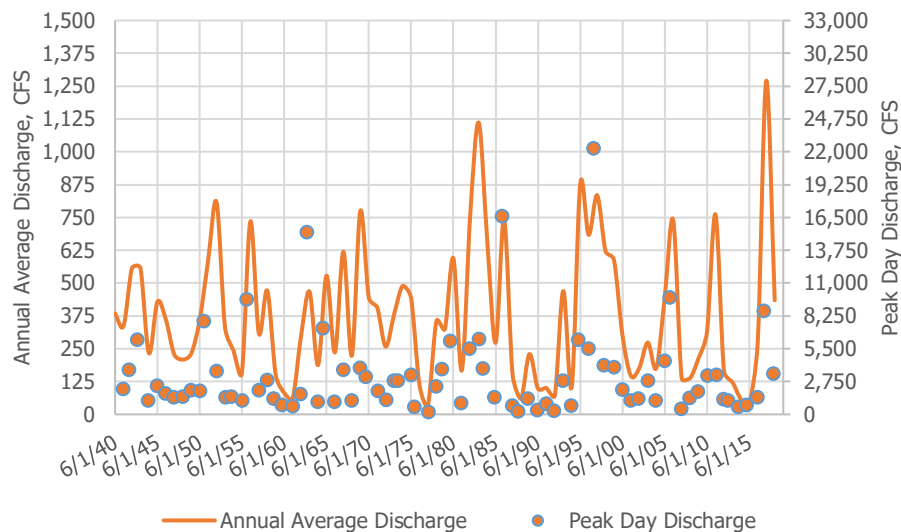
<sup>1</sup> Due to inconsistent data in the early 1900's, each dataset was reduced to the years 1940 to 2018.



**Figure 2 – East Fork near Gardnerville Historical Data (USGS #10309000)**



**Figure 3 – Carson River near Carson City Historical Data (USGS #10311000)**



**Figure 4 – Carson River near Fort Churchill Historical Data (USGS #10312000)<sup>2</sup>**

Figure 5 through Figure 8 shows the 10-year running annual average flow and 10-year running average sample standard deviation for the gauges listed in Table 1 from 1940 to 2018. The 10-year running average is simply the average of the 10-years prior to each date shown in the Figures. The 10-year running average calculation helps average out extreme highs and lows and provides better insight into trends in the dataset. Each figure includes a trendline and associated regression equation through the 10-year running average calculation. The trend line for each gauge shows a trend of decreasing flows at each gauge location. Regression statistics indicate that the negative trend is statistically significant at the West Fork, East Fork, and Carson City gauges but is not as significant at the Fort Churchill gauge. Using the regression equation for each trendline<sup>3</sup>, Table 2 provides estimates of the annual average decrease in flow and the cumulative decrease in flow from 1940 to 2018. It should be noted that these decreases in flow are long-term trends and do not indicate conditions from year to year. The Fort Churchill gauge showed the lowest decrease in flow as a percentage of average flow and the Carson City gauge showed the highest decrease in flow as a percentage of average flow. For comparison, Table 2 also includes combined flows from the East and West Fork gauges. These two gauges largely indicate the natural flow in the Carson Watershed and provide a baseline for other flows.

Interestingly, a time period analysis comparing average instream flows between 1940 to 1979 with average instream flows between 1980 to 2019 shows flows were actually higher in the period between 1980 and 2019. It is assumed that this discrepancy between the regression and time period analysis may be attributable to the increased variation in instream flows (as indicated by the standard deviation which is discussed below). Theoretically, instream flows

<sup>2</sup> Figure 4 represents data taken from the USGS gauge and does not account for potential return flows from the Buckland Ditch that are diverted upstream of the USGS gauge and at times return to the River downstream of the gauge. This data and its impact will be reviewed prior to the final report.

<sup>3</sup> The slope of the regression equation indicates the average change in flow per year in CFS.



cannot drop below 0 CFS but theoretically there is no upper limit to flows. Not having a theoretical upper flow limit may be skewing the outputs of the time period analysis. For example, at the Carson City Gauge (see Figure 3) there was only one year between 1940 and 1979 where the average annual flow exceeded 802 CFS (double the average) but there are five years between 1980 and 2018 that exceeded 802 CFS. Similarly, at the Carson City gauge there were only six years between 1940 and 1979 where the average flow never exceeded 201 CFS (half the average). Between 1980 and 2018, there were 14 years where average flow never exceeded 201 CFS.

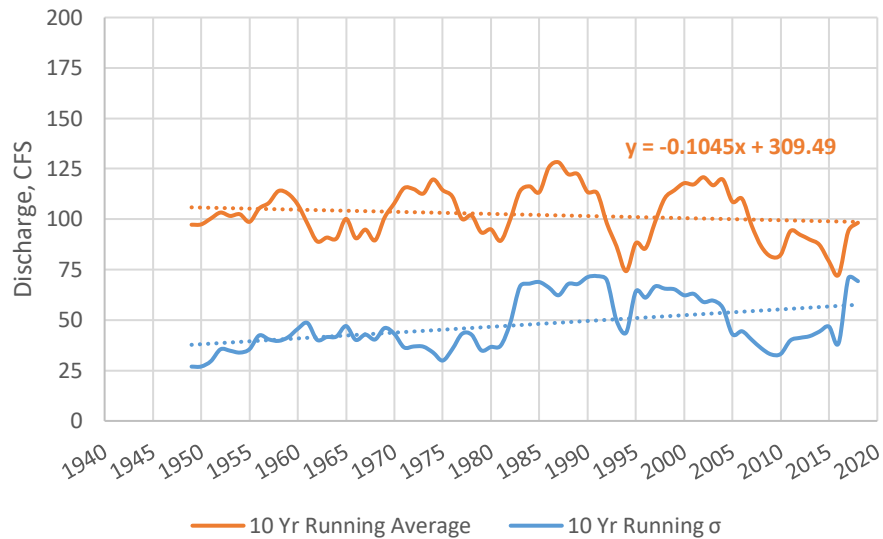
Figure 5 through Figure 8 also shows the 10-year running sample standard deviation for the Carson City gauge dataset. Standard deviation is a measure of how much variance is in a dataset or in other words how far the data varies from the average. The trendline through the 10-year running sample standard deviation has a significant positive slope, indicating that the sample standard deviation has been increasing over time. The interpretation of this trend is that instream flows have become more variable over time (as discussed in the previous paragraph).

The conclusion of this analysis is that instream river flows are becoming more inconsistent with higher highs, more frequent lows (can never go below 0 CFS), and a decreasing trend in instream flows. This trend is true for each gauge listed in Table 1. For water users along the Carson River, these trends are troubling. The result is an amplification of the “feast or famine” condition that already exists for the Carson River with the average flow slowly decreasing. If this trend continues, flows will continue to become more extreme, less reliable, and continue to decline. The lack of significant storage in the upper watershed prevents any stabilization or mitigation of these extremes.

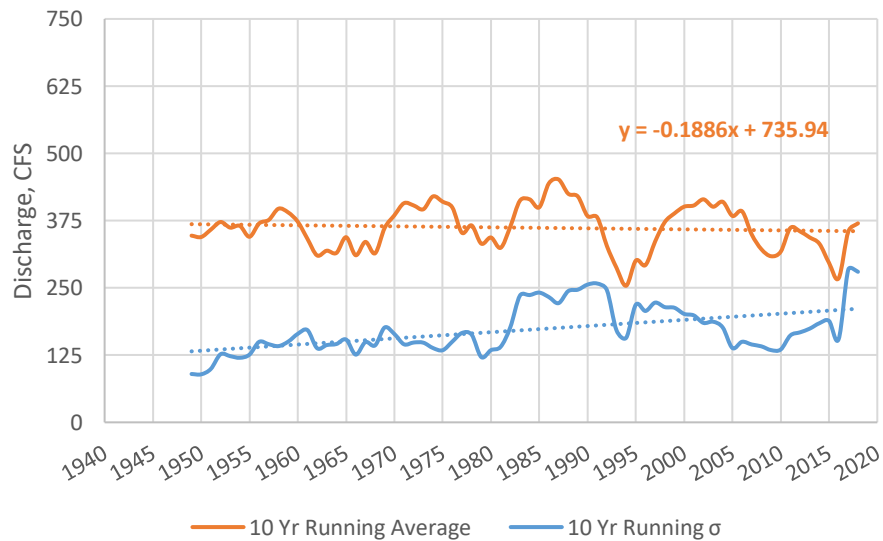
**Table 2 – Trends in Instream Flow**

Location		West Fork at Woodfords	East Fork near Gardnerville	West Fork + East Fork	Carson River near Carson City	Carson River near Fort Churchill
Annual Change in Flow	CFS	-0.1	-0.2	-0.3	-0.5	-0.2
	AFA	-75.7	-136.5	-212.2	-334.7	-131.0
	MG/yr	-24.7	-44.5	-69.1	-109.1	-42.7
Change in Flow between 1940 and 2018	CFS	-8.2	-14.7	-22.9	-36.1	-14.1
	AFA	-5,901	-10,650	-16,551	-26,105	-10,215
	MG/yr	-1,923	-3,470	-5,393	-8,506	-3,329
Average Flow between 1940 and 2018	CFS	103.0	365.4	468.3	401.1	377.4
	AFA	74,617	264,698	339,249	290,594	273,438
	MG/yr	24,134	86,252	110,544	94,690	89,100
% Average Annual Change in Flow		-0.10%	-0.05%	-0.06%	-0.12%	-0.05%
% Average Change in Flow between 1940 and 2018		-7.91%	-4.03%	-4.88%	-8.99%	-3.74%

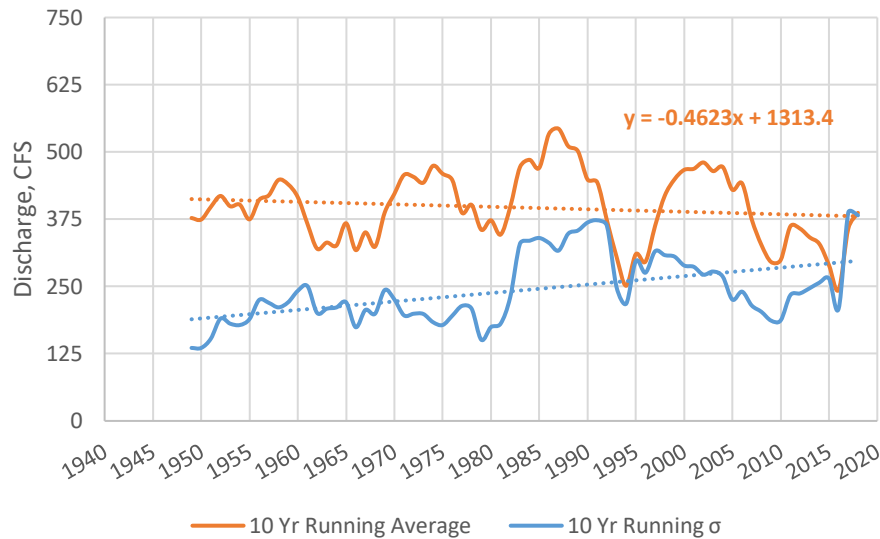




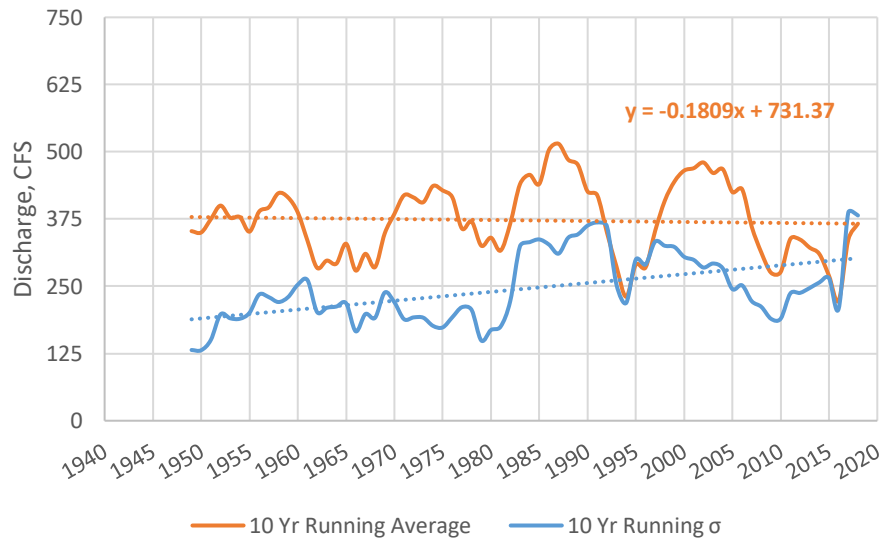
**Figure 5 – West Fork at Woodfords 10-Year Running Average (USGS #10310000)**



**Figure 6 – East Fork near Gardnerville 10-Year Running Average (USGS #10309000)**



**Figure 7 – Carson River near Carson City 10-Year Running Average (USGS #10311000)**



**Figure 8 – Carson River near Fort Churchill 10-Year Running Average (USGS #10312000)<sup>2</sup>**

### Community Water System Usage

Within the Carson River Watershed there are 84 regulated potable water systems stretching from Alpine County to Churchill County. Of these systems, there are 32 “community” water systems<sup>4</sup> that provide water to approximately 44,019 residential, commercial, industrial, and landscape

<sup>4</sup> A community water system is defined as a system that supplies water to the same population year-round.



irrigation water services connections in the watershed. The remaining 52 regulated systems are classified as non-community water systems which include businesses not connected to a municipal water system, parks, campgrounds, etc. Non-community water systems were not analyzed as part of this project (California State Water Resources Board, n.d.; Nevada Division of Environmental Protection, n.d.).

Of the 32 community water systems in the watershed, data usage was collected from 18 systems, representing 97.5% of the water system service connections<sup>5</sup>. Table 3 contains summary data from these water systems. Data presented in this table is taken primarily from pumpage records from 2015 to 2019 and is ordered from highest usage per connection to the smallest usage per connection. The average total annual usage for these water utilities is 25,796 AFA. Assuming that all other community water systems usage is consistent with those systems shown in Table 3, total community water system demand in the Carson watershed (for all 32 community water systems) would be approximately 26,463 AFA, or 8,623 million gallons of water per year.

All of these water systems use groundwater to meet system demand. However, Carson City, Douglas County, and Lyon County Utilities also utilize surface water for potable use. Carson City utilizes induction wells and diverts water from Kings Creek, Ash Creek, and the Marlette Hobart Water System (MHWS) for treatment at the Quill water treatment plant. The MHWS transfers water from the Tahoe Basin / Truckee River watershed to Carson City. On average, 17%, of Carson City's public water supply comes from Kings Creek, Ash Creek, and the MHWS and 11%, comes from induction wells. Douglas County utilizes one induction well off of Jack's Valley Road which accounts for approximately 2.0% of their water usage. Lyon County utilizes an induction well in the vicinity of the Rolling A wastewater treatment plant. In 2019, this induction well accounted for approximately 24.7% of water usage in the Lyon County Utility District water system<sup>6</sup>.

**Table 3 – Summary of Community Water System Usage**

	Connections	% of Connections	Average Annual Usage (AFA) <sup>E</sup>	% of Average Usage	AFA per Connection <sup>F</sup>	% of Avg AFA per Connection
Douglas County <sup>A</sup>	2,378	6.4%	2,088	8.1%	0.76	126.9%
Gardnerville Ranchos GID <sup>A</sup>	3,992	9.3%	2,881	11.2%	0.72	120.0%
Town of Minden <sup>B</sup>	1,799	4.2%	1,252	4.9%	0.70	115.8%
City of Fallon <sup>B</sup>	3,215	7.5%	2,220	8.6%	0.69	114.9%
Carson City <sup>A</sup>	16,883	39.3%	11,078	42.9%	0.66	109.1%
Churchill County <sup>C</sup>	271	0.6%	147	0.6%	0.54	90.5%
Gardnerville Water Co <sup>A</sup>	2,376	5.5%	1,279	5.0%	0.54	89.5%

<sup>5</sup> Douglas County operates 6 different permitted community water systems in the Carson Valley. For simplicity these systems collectively referred to as Douglas County.

<sup>6</sup> Lyon County's induction well (Well 20) usage varies from year to year. In the past, pumpage from this well has been impacted by system hydraulics, construction projects, and instream flows.

	Connections	% of Connections	Average Annual Usage (AFA) <sup>E</sup>	% of Average Usage	AFA per Connection <sup>F</sup>	% of Avg AFA per Connection
Indian Hills GID <sup>A</sup>	1,950	4.5%	995	3.9%	0.51	84.8%
Stagecoach GID <sup>B</sup>	564	1.3%	256	1.0%	0.45	75.5%
Silver Springs GID <sup>B</sup>	1,088	2.5%	484	1.9%	0.44	74.0%
Lyon County Utility District <sup>A</sup>	6,849	16.0%	2,772	10.7%	0.40	67.3%
Storey County <sup>D</sup>	635	1.5%	231	0.9%	0.36	60.6%
NAS Fallon <sup>B</sup>	550	1.3%	113	0.4%	0.21	34.2%
Total or Weighted Average	42,910		25,796		0.60	
<sup>A</sup> Data was provided directly from the utility to Lumos & Associates. Douglas County operates 6 community water systems in the Carson Valley. <sup>B</sup> Data was provided to Lumos & Associates by CWSD staff <sup>C</sup> Data extracted from <i>Churchill County Water and Wastewater Utilities Master Plan</i> (Shaw Engineering, 2019). <sup>D</sup> Data provided to Lumos & Associates by the Marlette-Hobart Water System <sup>E</sup> One-acre foot of water is equal to 325,851 gallons of water. The largest water user, Carson City, uses on average 3,609.6 million gallons of water per year, or 9.9 million gallons per day. The smallest user, NAS Fallon, uses 36.8 million gallons of water per year, or 0.2 million gallons per day. <sup>F</sup> 1.12 AFA per equivalent dwelling unit (EDU) is commonly used for estimates of water use. 1.12 AFA is equal to nearly 1,000 gallons per day. In most cases, a water system will have more EDU's than water connections. The largest user on a per connection basis, Douglas County, uses on average 680 gallons per day per connection. The smallest user on a per connection basis, NAS Fallon, uses on average 183 gallons per day per connection. The weighted average usage is 544 gallons per day per connection.						

## Hydrographic Basin Usage

The Carson watershed is divided into seven distinct hydrographic basins, one in California and the remaining basins in Nevada (see Table 4). Groundwater withdrawal data from the hydrographic basins was obtained from the Nevada Division of Water Resources (State of Nevada Division of Water Resources, 2020). California Basin 6-006 and Nevada Basin 105 are physically the same hydrographic basin that is divided by the California-Nevada state line. On the California side of the Carson Valley Basin the primary users are a limited number of domestic wells. Since there are a limited number of users in the California portion of the Carson Valley Basin, it is assumed that data from the Nevada side of the basin is generally representative of the entire basin. Of the other basins, no groundwater withdrawal data is available from Nevada Basin 101A (Packard Valley). Data has been categorized as irrigation (agricultural), domestic (private wells), municipal / quasi-municipal, and other. The "other" category includes various mining, industrial, recreation, environmental, etc. uses.

Table 4 shows the average annual withdrawals by hydrographic basin from 2013 to 2017, the perennial yield (and system yield when available), and the percent of the perennial yield that is being withdrawn from each basin. Reported perennial and system yields are taken from the Nevada Department of Water Resources Hydrographic Basin Summaries (2020). Perennial yield refers to naturally occurring recharge through precipitation. System yield includes the perennial yield plus other sources of groundwater recharge such as irrigation and engineered recharge.



Active recharge sites include Carson City's aquifer storage and recovery (ASR) system in Vicee Canyon (primarily from the Marlette-Hobart Water System), recharge from bypassing Kings and Ash Creek around the Quill WTP, and wastewater rapid infiltration basins located at several locations in the watershed. System yield is generally considered a more accurate representation of aquifer capacity. It should be noted that estimation of the perennial and system yields are not exact and there are other entities that have indicated different basins yields. However, for this project, the Nevada Division of Water Resources is considered the authoritative source. From Table 4, Churchill Valley and the Carson Desert hydrographic basins are withdrawing more water than the perennial yield. However, over the entire watershed, between 64.3% and 75.9% of available aquifer capacity is currently being used. There is between 16,000 to 28,000 AFA of additional groundwater available in the Carson Watershed. If system yield is considered, the available aquifer capacity would be even greater.

In summary, based on available data, there is additional groundwater capacity in the Carson River watershed. The limitation in the Carson River Watershed is not the quantity of groundwater. The limitations are groundwater quality, hydrogeologic limitations of the aquifer, and transmission of available water. For example, the Carson Valley has aquifer capacity well in excess of the current demand. But, arsenic, low pH, manganese, fluoride, total dissolved solids (TDS), and nitrate are all documented water quality issues present in the Carson Valley that reduce the usability of groundwater for potable purposes. Treatment is required to correct these water quality issues before groundwater can be used for potable use. Other issues include sub-hydrographic basins with inadequate capacity to meet demand, such as the Ruhenstroth area of the Carson Valley or documented contamination of groundwater from septic systems (Naranjo, Welborn, & Rosen, 2013). Although Ruhenstroth, Fish Springs, and Johnson Lane are all located in the Carson Valley, these areas do not experience the same aquifer capacity that other areas of the Carson Valley do. Much of this has to do with recharge capacity (these areas are on the east, or Pinenut side of the Carson Valley) and hydrogeologic conditions.

**Table 4 – Carson Watershed Groundwater Basins**

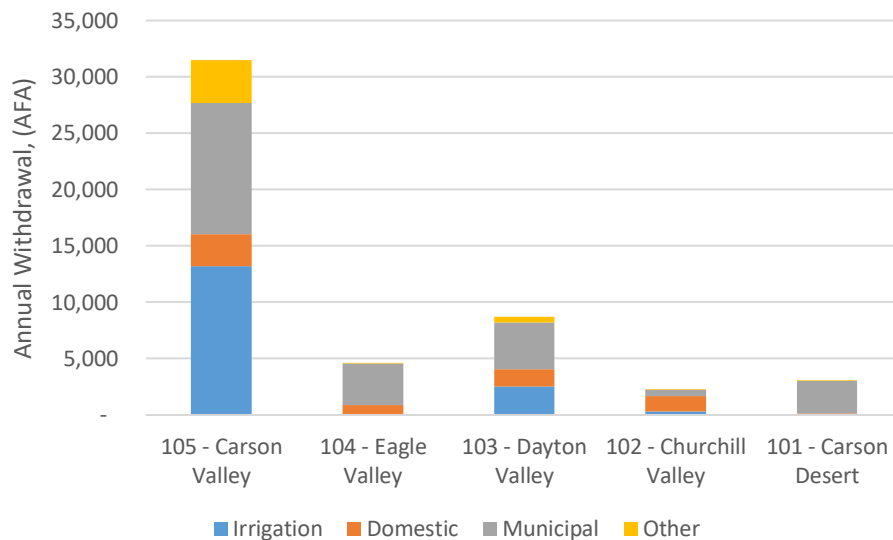
Groundwater Basin #	Groundwater Basin Name	2013 to 2017 Average Annual Withdrawals (AFA)	Perennial Yield (System Yield) (AFA)	Average Withdrawals as a % of Perennial Yield (System Yield)
CA 6-006	Carson Valley	31,460	49,000	64.2%
NV105	Carson Valley			
NV 104	Eagle Valley (Carson City)	4,607	4,900 (9,000)	94.0% (51.2%)
NV 103	Dayton Valley (Dayton)	8,723	8,000 to 20,000	109.0% to 43.6%
NV 102	Churchill Valley (Silver Springs)	2,267	1,600	141.7%
NV 101	Carson Desert (Fallon)	3,060	2,500	122.4%
NV 101A	Packard Valley	Unknown	710	Unknown
Total		50,116	66,000 to 78,000	75.9% to 64.3%



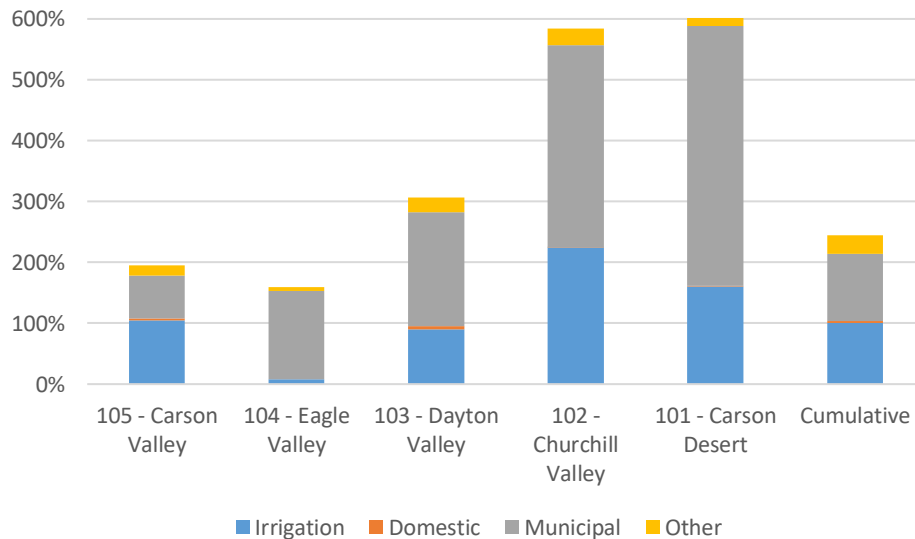
Figure 9 summarizes the average groundwater withdrawals as a function of withdrawal type and hydrographic basin. This figure shows the magnitude of the water used in the Carson Valley compared to other downstream basins. Between 2013 and 2017, groundwater withdrawals from the Carson Valley Basin accounted for 62.8% of all groundwater withdrawals in the Carson River Watershed. Eagle Valley, Dayton Valley, Churchill Valley and the Carson Desert accounted for 9.2%, 17.4%, 4.5%, and 6.1% of total groundwater withdrawals in the Carson River Watershed, respectively. It should be noted that data for withdrawals from domestic wells is estimated by the Nevada Division of Water Resources assuming each 1 AFA is withdrawn from each domestic well. Domestic well owners are not required to monitor use, so the reported values for domestic wells should only be considered an estimate.

Figure 10 illustrates the issued water rights as a percentage of the perennial yield. This Figure indicates that every hydrographic basin is over allocated based on currently issued water rights and estimated perennial yield. This is a potentially serious issue, however, it is not likely that all of the issued water rights will be exercised such that actual pumping will increase to the issued water rights volume (see Table 4). This water deficit could be partially mitigated by determining the system yield for each basin rather than using just the perennial yield. As previously discussed, system yield considers other recharges such as irrigation and engineered recharge systems.

Figure 10 highlights the discrepancy between “paper water” and “wet water”. “Paper water” refers to a water right that allows an entity to withdraw water from the aquifer. Whereas “wet water” refers to the physical water in the aquifer. In many situations “paper water” exists where “wet water” does not exist or where it is not of sufficient quality for the intended use. In some areas, such as Silver Springs, there is an excess of “paper water” but insufficient “wet water” making some water rights essentially unusable. At times the volume of “wet water” can vary. For example, a 2011 USGS report documented long-term declines in static groundwater of more than 40-feet on the northwest side of Carson City and water level declines of 10-feet have been documented in the Carson Plains and Stagecoach sub-hydrographic basins (Maurer, 2011). However, more recent data suggests that some of this long-term static groundwater level decline has recovered, partially as a result of recharge activities in Carson City.



**Figure 9 – Groundwater Withdrawals based on Category and Hydrographic Basin**



**Figure 10 – Issued Water Rights as a Percentage of Perennial Yield**

### Water Rights

An extensive summary of surface water rights in the Carson watershed has been compiled. Over 2,000 surface water rights have been identified with associated data, including owner, priority, duty diversion location and source. This dataset will be used to better understand where excess surface water may be available and to develop concepts on how to more efficiently use it.

### 3. Current Institutional and Water Marketing Practices

In the Carson River Watershed, there are several existing programs, statutes, and decrees that govern the use of water, or the marketing of water. Regarding water marketing, the Alpine Decree and existing State water laws are of particular interest. The Alpine decree establishes



surface water duties on the Carson River in both California and Nevada, establishes the right to reservoir storage, and defines the operation of the river on rotation. In addition, the decree recognizes riparian rights in California and appropriative rights in Nevada (Nevada Division of Water Planning, 1999).

The Alpine Decree established eight (8) autonomous river segments (see Table 5). It also establishes consumptive use and duties for bottom, alluvial, and bench lands (see Table 6). The following summarizes the water distribution per river segment according to the Alpine Decree and Federal Water Master (Wathen, Larrouy, & Callahan, 2012):

1. Segment 1 – This segment consists of mostly riparian water rights and minimal regulation.
2. Segment 2 – This segment of river is regulated when flow at the Gardnerville gauge drops to 200 cfs. One-third of flows are diverted to the Allerman Canal and 2/3rds of flows remain in the river channel. Water is distributed based on priority.
3. Segment 3 – This segment consists of mostly riparian water rights and minimal regulation.
4. Segment 4 – Regulation of this segment is based on the *Anderson-Bassman Decree* and the *Price Decree*.
  - a. The Anderson-Bassman Decree determines that the first Monday in June or when flows reach 100 cfs, water in the West Fork will be rotated between Segment 4 and Segment 5.
  - b. The Price Decree controls rotation in segment 4.
5. Segment 5 – Water deliveries are based on priority. During weeks when California users receive water, any water that reaches Nevada is delivered to junior water rights.
6. Segment 6 – Diversions are by pumping. Water that reaches pumps meets the priority of the water right.
7. Segment 7 – This segment is regulated based on sub-segments a through e.
8. Segment 8 – This segment is not regulated by the Federal Water Master

In addition to the Alpine Decree, state water laws also govern how water is used. In Nevada, water law is based on the concept of prior appropriation and beneficial use. In other words, water rights grant priority to water users ("first in time, first in right") for designated beneficial uses (State of Nevada Division of Water Resources, 2020). Regarding surface water, California water law is a system of riparian rights and prior appropriation. However, groundwater laws in California are limited and relatively new. The 2014 Sustainable Groundwater Management Act (SGMA) requires Groundwater Sustainability Plans and groundwater restrictions on high and medium priority basins. The Carson Valley hydrographic basin is not classified as a priority basin (California Department of Water Resources, 2020).



**Table 5 – Alpine Decree River Segments (Wathen, Larrouy, & Callahan, 2012)**

Segment	River	Upper Boundary	Lower Boundary
1	East Fork	Headwater	CA/NV Stateline
2	East Fork	CA/NV Stateline	Confluence of East & West Forks
3	West Fork	Headwaters	USGS gauge at Woodfords
4	West Fork	USGS gauge at Woodfords	CA/NV Stateline
5	West Fork	CA/NV Stateline	Confluence of East & West Forks
6	Main	Confluence of East & West Forks	USGS gauge at Carson City
7	Main	USGS gauge at Carson City	Lahontan Reservoir
7(a)	Mexican Ditch and reach between Rose Ditch and Cardelli Ditch		
7(b)	Gee Ditch		
7(c)	Koch Ditch		
7(d)	Houghman and Howard Ditches		
7(e)	Buckland Ditch		
8	Main	Lahontan Reservoir	No lower boundary

**Table 6 – Alpine Decree Duty and Consumptive Use (Nevada Division of Water Planning, 1999; Wathen, Larrouy, & Callahan, 2012)**

	Newlands Project		Above Newlands Project	
	Duty	Consumptive Use	Duty <sup>7</sup>	Consumptive Use
Bottom Lands	3.5 AF/AC	2.99 AF/AC	4.5 AF/AC	2.5 AF/AC
Alluvial Fan Lands	NA	NA	6.0 AF/AC	2.5 AF/AC
Bench Lands	4.5 AF/AC	2.99 AF/AC	9.0 AF/AC	2.5 AF/AC

The Alpine Decree and prior appropriation determine rotation of surface water from the Carson River. However, the Alpine Decree does allow for the rotation and exchanging of water among ditches and users to improve water economy as long as the exchanges do not cause injury to other users. Through rotation, junior water rights are served as long as possible. In addition, the Alpine Decree allows for changes in the point of diversion, place of use, and manner of use. It should be noted that the process to change a point of diversion, place of use, and/or manner of use is an extensive and time consuming process.

Similar to the Alpine Decree, Nevada state water law allows for changes in the point of diversion, place of use, and manner of use for groundwater. Although there are numerous restrictions and limitations, groundwater rights in the Carson River watershed can be bought, sold, exchanged, and moved. However, these changes can require an extensive and time consuming process. These opportunities provide flexibility in how water can be used. Arguably, existing laws and the Alpine Decree allow for several methods of water marketing within the watershed to increase the efficiency of water used.

<sup>7</sup> In a 1980 Court Opinion regarding the upper watershed, the Court indicated that inadequate evidence existed to classify the three land types referenced in the Alpine Decree. The opinion then states that “the Water Master will exercise discretion in distributing water to meet the various demands of the various land types hereinabove noted, insofar as it is practical to do so” (The United States of America Vs. Alpine Land & Reservoir Company, a corporation, et al., 1980, pp. 27-28).

Within the context of the Alpine Decree and state water laws, entities within the Carson River have effectively used existing water marketing mechanisms to maximize the use of water in the watershed. The following is a summary of some of these efforts:

- Farm Unit – NRS 533.040 §4 states that a surface water right in a federal reclamation project is appurtenant to the “entire farm” and that the place of use can be the “entire farm” rather than an “identifiable” place within the farm. Water usage on the farm cannot exceed what has been allotted through decrees. This statute allows agricultural surface water users in the Newlands Project flexibility to use water where it may be most beneficial rather than a specific location within the farm unit. This concept is utilized primarily within the Truckee-Carson Irrigation District (TCID).
- Regionalization – Significant action has been taken in recent years to interconnect community water systems to maximize water availability and to utilize the most efficient sources of water. These activities include construction of regional water infrastructure as well as collaborative studies. Regional infrastructure project includes:
  - Douglas County regional water system – Through this system, water from the Town of Minden is distributed to Douglas County (specifically the East Valley and North County water systems), Indian Hills GID, and Carson City. This system is supported by miles of transmission mains, numerous water tanks, two booster stations, and interagency coordination.
  - Other system interties include:
    - Gardnerville Water Company – Town of Minden
    - Douglas County – Sierra Estates GID
    - Douglas County – Carson City
    - Carson City – Lyon County Utilities
    - Various interties between Douglas County’s different community water systems (ie. the Foothill water system is connected to the Sheridan Acres system).
- Water Rights Dedications – Community water systems require either a dedication or purchase of existing water rights for new water system connections or developments. Historically, 1.12 AFA of water per residential connection has been required to either be dedicated to the water utility or purchased from the water utility<sup>8</sup>. This dedication rate exceeds average water usage (see Table 3) providing each entity a theoretical buffer between their “paper water” and “wet water.” In addition, several water purveyors have indicated that they have acquired various surface water rights over time.
- Water Reuse – Numerous entities use reclaimed water in the Carson River Watershed. There are numerous wastewater treatment plants (WWTP) that eventually dispose of treated effluent to the Carson River Watershed. WWTPs range from outdated facilities to modern membrane systems that are able to meet stringent effluent requirements. The following is a summary of different treated wastewater that is discharged to the Carson River Watershed.
  - South Lake Tahoe PUD – STPUD pumps treated wastewater over Luther Pass (CA Highway 89) to Harvey Place reservoir in Diamond Valley. Water is used for

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<sup>8</sup> In recent years some utilities have decreased this water right requirement per residential dwelling unit.

- irrigation of agricultural crops in Diamond Valley. This system imports water from the Tahoe Basin / Truckee River Watershed to the Carson River Watershed.
- Douglas County Lake Tahoe Sewer Authority – DCLTSA pumps treated wastewater over Kingsbury Grade (NV Highway 207) to a storage reservoir in Carson Valley. Water is used for irrigation of agricultural crops in Carson Valley. This system imports water from the Tahoe Basin / Truckee River Watershed to the Carson River Watershed.
  - Incline Village GID – IVGID pumps treated wastewater over Spooner Summit (US Highway 50) to the Carson Valley. Treated effluent is used for golf course irrigation, irrigation of agricultural crops, and wetlands disposal. This system imports water from the Tahoe Basin / Truckee River Watershed to the Carson River Watershed.
  - Minden Gardnerville Sewer District – MGSD stores treated effluent in the Carson Valley for irrigation of agricultural crops. MGSD can store effluent in a storage reservoir adjacent to the WWTP or in a privately-owned reservoir.
  - Indian Hills GID – IHGID disposes treated wastewater effluent through golf course irrigation. Storage is primarily in golf course water features.
  - Douglas County – Douglas County disposes of treated wastewater effluent through irrigation of agricultural crops. Douglas County is also permitted to use a rapid infiltration basin (RIB) for disposal. During winter months Douglas County stores treated effluent in a lined storage reservoir adjacent to the North Valley WWTP.
  - Carson City – Treated wastewater from the Carson City WWTP is used for golf course irrigation and irrigation of agricultural crops at the Prison farm. During winter months Carson City stores effluent in Brunswick Canyon Reservoir.
  - Lyon County – Lyon County operates two wastewater treatment plants (Rolling A and South Plant). Treated effluent is used for golf course irrigation. However, a significant amount of effluent is disposed of through RIBs.
  - Silver Springs – The Silver Springs WWTP is operated by Lyon County and primarily discharges treated effluent to the Silver Springs Airport for infiltration and evaporation.
  - Churchill County – Treated effluent from the Moody Lane WWTP is primarily disposed of through evaporation / infiltration basins. However, the facility is permitted to discharge to the Wade Drain.
  - City of Fallon – The City of Fallon is permitted to discharge treated effluent to the New River Drain.
  - NAS Fallon – The Naval Air Station is permitted to discharge treated effluent to the Lower Diagonal Drain.

In many ways, water users within the Carson River Watershed are utilizing existing water marketing tools to maximize the benefits of the Carson River within the framework of the Alpine Decree and existing water laws. Numerous collaborative programs and projects are in place that have improved the use of Carson River water. Future projects and interagency efforts should attempt to maximize the availability of water for the benefit of the watershed.



#### 4. Next Steps

Lumos & Associates is nearly finished with compiling data and analyzing background data for this project. Moving forward, Lumos is going to start developing concepts and alternatives looking at water marketing opportunities to more efficiently utilizing water resources in the watershed within the context of the Alpine Decree and other relevant water laws. These options will largely focus on municipal uses but may provide some additional benefits to other users. Water marketing concepts will evaluate how to extract water from the Carson River, store it, and then deliver it to users at a later time. For example, a possible concept would be to extract water from the Carson River during runoff (under a water right) and store the water in the aquifer (either through infiltration basins or injection wells) for extraction at a later time.

Lumos & Associates staff will continue to work closely with CWSD staff to ensure the project continues to progress in a satisfactory manner and meets the needs of the CWSD Board of Directors and BOR grant requirements.

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## Appendix A – List of Regulated Water Systems

	WS#	Water System Name	Type	County	Source
1	CA0202504	MARKLEEVILLE WATER CO.	C	ALPINE	SW
2	CA0202522	SIERRA PINES MOBILE HOME PARK	C	ALPINE	GW
3	CA0202503	WOODFORDS MUTUAL WATER COMPANY	C	ALPINE	GW
4	CA0202550	ALPINE CO. HEALTH & HUMAN SERVICES	NC	ALPINE	GW
5	CA0210300	CA STATE PARKS - GROVER HOT SPRINGS	NC	ALPINE	SW
6	CA0202515	CARSON RIVER RESORT	NC	ALPINE	GW
7	CA0202507	CHARITY VALLEY RANCH	NC	ALPINE	GW
8	CA0202532	CRYSTAL SPRINGS CG	NC	ALPINE	GW
9	CA0202529	HOPE VALLEY CG	NC	ALPINE	GW
10	CA0202520	HOPE VALLEY RESORT	NC	ALPINE	GW
11	CA0202543	INDIAN CREEK RES. CG (BLM)	NC	ALPINE	GW
12	CA0202513	SHAY CREEK SUMMER HOME TRACT	NC	ALPINE	GW
13	CA0202530	SILVER CREEK CG	NC	ALPINE	GW
14	CA0202516	SORENSEN S HOA	NC	ALPINE	GW
15	CA0202512	SORENSEN S RESORT	NC	ALPINE	GW
16	CA0202519	TURTLE ROCK COUNTY PARK	NC	ALPINE	GW
17	CA0202502	WOODFORDS STATION	NC	ALPINE	GW
18	CA0202501	DIAMOND VALLEY SCHOOL	NTNC	ALPINE	GW
19	CA0202599	EARLY LEARNING CENTER	NTNC	ALPINE	GW
20	NV0000015	CARSON CITY PUBLIC WORKS	C	CARSON CITY	SW
21	NV0000017	COTTONWOOD MHP	C	CARSON CITY	GW
22	NV0000028	TERRACE GARDEN APARTMENTS	C	CARSON CITY	GW
23	NV0002006	MILL HOUSE INN MOTEL	NC	CARSON CITY	GW
24	NV0004084	STEWART COMPLEX	NTNC	CARSON CITY	GW
25	NV0003068	CARSON RIVER ESTATES	C	CHURCHILL	GW
26	NV0000045	FALLON CITY OF	C	CHURCHILL	GW
27	NV0000350	FALLON NAVAL AIR STATION	C	CHURCHILL	GW
28	NV0000052	OK MOBILE HOME PARK	C	CHURCHILL	GW
29	NV0000303	OLD RIVER WATER COMPANY	C	CHURCHILL	GW
30	NV0000054	R AND M MOBILE HOME PARK	C	CHURCHILL	GW
31	NV0002023	SAGE VALLEY PARK LLC	C	CHURCHILL	GW
32	NV0000406	SAND CREEK	C	CHURCHILL	GW
33	NV0000055	TOLAS WATERWORKS CO OP	C	CHURCHILL	GW
34	NV0002594	FALLON LIVESTOCK LLC	NC	CHURCHILL	GW
35	NV0002534	FALLON RV PARK	NC	CHURCHILL	GW
36	NV0002587	GAS STORE WEST	NC	CHURCHILL	GW



	WS#	Water System Name	Type	County	Source
37	NV0002580	HARMON JUNCTION	NC	CHURCHILL	GW
38	NV0002028	LAHONTAN DAM STATE PARK	NC	CHURCHILL	GU
39	NV0000938	LATTIN FARMS	NC	CHURCHILL	GW
40	NV0002014	NEVADA LIVESTOCK MARKETING	NC	CHURCHILL	GW
41	NV0000921	OASIS SPRINGS	NC	CHURCHILL	GW
42	NV0000872	SAGE VALLEY RV PARK LLC	NC	CHURCHILL	GW
43	NV0002581	SKIPS MINI MARKET	NC	CHURCHILL	GW
44	NV0000929	SONIC BURGER	NC	CHURCHILL	GW
45	NV0000306	THE GRID	NC	CHURCHILL	GW
46	NV0002586	TOP GUN SKATE	NC	CHURCHILL	GW
47	NV0002024	KENNAMETAL INC	NTNC	CHURCHILL	GW
48	NV0001185	LOGOS CHRISTIAN ACADEMY	NTNC	CHURCHILL	GW
49	NV0002541	NAS CENTROID EW RANGE	NTNC	CHURCHILL	GW
50	NV0000903	NEW MILLENNIUM BUILDING SYSTEMS, LLC	NTNC	CHURCHILL	GW
51	NV0002216	DOUGLAS COUNTY - EAST VALLEY WATER SYSTEM	C	DOUGLAS	GWP
52	NV0002540	DOUGLAS COUNTY - FAIRGROUNDS/SUNRISE ESTATES	C	DOUGLAS	GW
53	NV0000959	DOUGLAS COUNTY - FOOTHILL WATER SYSTEM	C	DOUGLAS	GW
54	NV0002564	DOUGLAS COUNTY - MONTANA	C	DOUGLAS	GW
55	NV0000931	DOUGLAS COUNTY - SIERRA COUNTRY ESTATES	C	DOUGLAS	GW
56	NV0002054	DOUGLAS COUNTY - WEST VALLEY WATER SYSTEM	C	DOUGLAS	GW
57	NV0000066	GARDNERVILLE RANCHOS GID	C	DOUGLAS	GW
58	NV0000065	GARDNERVILLE WATER COMPANY	C	DOUGLAS	GW
59	NV0000355	INDIAN HILLS GID	C	DOUGLAS	GW
60	NV0000172	PINEVIEW ESTATES	C	DOUGLAS	GW
61	NV0000068	RIVERVIEW MOBILE HOME PARK	C	DOUGLAS	GW
62	NV0000030	SIERRA ESTATES GID	C	DOUGLAS	GW
63	NV0000168	TOWN OF MINDEN	C	DOUGLAS	GW
64	NV0002043	DOUGLAS COUNTY LAMPE PARK	NC	DOUGLAS	GW
65	NV0002218	EAST PEAK LODGE	NC	DOUGLAS	GW
66	NV0000844	SEVEN ELEVEN NO 23074	NC	DOUGLAS	GW
67	NV0005078	DOUGLAS COUNTY - CHINA SPRINGS YOUTH CAMP	NTNC	DOUGLAS	GW
68	NV0000977	DOUGLAS COUNTY - NORTH COUNTY WATER SYSTEM	NTNC	DOUGLAS	GW
69	NV0002227	THE CLUB AT CLEAR CREEK TAHOE	NTNC	DOUGLAS	GW
70	NV0000816	WILLIAMS RIDGE TECH PARK	NTNC	DOUGLAS	GW
71	NV0000032	DAYTON VALLEY WATER SYSTEM	C	LYON	GW
72	NV0000223	SILVER SPRINGS MUTUAL WATER COMPANY	C	LYON	GW
73	NV0000224	STAGECOACH GID	C	LYON	GW
74	NV0005020	CHURCHILL BUTTE COMPLEX	NC	LYON	GW
75	NV0000881	DAYTON TAP HOUSE LLC	NC	LYON	GW



	WS#	Water System Name	Type	County	Source
76	NV0003098	EAST 50 BAR	NC	LYON	GW
77	NV0002132	FORT CHURCHILL HISTORIC STATE PARK	NC	LYON	GW
78	NV0000858	ROGELIO M GARCIA	NC	LYON	GW
79	NV0004100	SILVER SPRINGS MEETINGHOUSE LDS	NC	LYON	GW
80	NV0002608	STAGECOACH COUNTRY MARKET	NC	LYON	GW
81	NV0004040	STAGECOACH MARKET	NC	LYON	GW
82	NV0001195	ACG MATERIALS	NTNC	LYON	GW
83	NV0004053	HODGES TRANSPORTATION CO	NTNC	LYON	GW
84	NV0000240	STOREY COUNTY WATER DISTRICT	C	STOREY	SW

## **AGENDA ITEM #18**



## CARSON WATER SUBCONSERVANCY DISTRICT

**TO:** BOARD OF DIRECTORS

**FROM:** EDWIN D. JAMES

**DATE:** May 20, 2020

**SUBJECT:** Agenda Item #18 – For Possible Action: Approval of the Final Budgets for Fiscal Year 2020-21

**DISCUSSION:** Attached are the proposed final budgets for the General, Acquisition/Construction, and Floodplain Funds. Below is a list of changes from the Tentative Budget:

1. General Fund Income –
  - a. The Ad Valorem is based on the data provided by the Department of Taxation.
  - b. Alpine County is based on the average increase of the counties Ad Valorem increases.
  - c. Interest income was reduced from 1.5% to 0.75%.
  - d. The Projected Actual Budget and the Proposed Final Budget grant funds have been updated to reflect the current projection of expenditures.
  - e. No money has been budgeted for FEMA MAS 11. CWSD has applied for the funds but has not been awarded the funds.
2. General Fund Expense –
  - a. Increased Workers Comp Insurance by \$500 to reflect the costs to cover all Board Members.
  - b. The Projected Actual Budget and the Proposed Final Budget grant funds have been updated to reflect the current projection of expenditures.
  - c. There is a request to carryover unused funds by the CVCD for the Genoa Streambank stabilization and DVCD River Project. Do not know the amount so budgeting them as if the entire funds are spent in FY 2019-20.
  - d. The Preliminary Planning budget is reduced by \$2,000 so the Ending Balance meets the 4 % requirement from the Department of Taxation.
3. Acquisition/Construction, and Floodplain Funds –
  - a. The only changes are the interest rate has been reduced from 1.5% to 0.75%.

**STAFF RECOMMENDATION:** Approve the Final CWSD Budget for FY 2020-21 as presented.

# CARSON WATER SUBCONSERVANCY DISTRICT

## General Fund

	Proposed Final Budget	Approved Final Budget	Projected Actual Budget		
	Jul '20 - Jun '21	Jul '19 - Jun '20	Jul '19 - Jun '20	Notes	
Income					
5008-00 - Alpine County	10,733.00	10,400.00	10,400.00	3.2%	increase
5009-00 - Churchill County Ad Valorem	218,984.88	213,817.00	213,817.00	2.4%	increase
5010-00 - Lyon County Ad Valorem	187,253.01	176,286.00	176,286.00	6.2%	increase
5011-00 - Douglas County Ad Valorem	606,308.49	588,466.00	588,466.00	3.0%	increase
5012-00 - Carson City Ad Valorem	439,622.53	434,373.00	434,373.00	1.2%	increase
5022-00 - Mud Lake Water Lease	51,765.00	51,000.00	46,800.00	1.5 %	increase
5023-00 - Lost Lake Water Lease	0.00	0.00	804.00		
5031-00 - Interest Income - St Pool Reg	3,996.36	14,984.70	13,100.00	0.75 Percent	
5050-12 - Watershed Coord Grant III 18-20	0.00	48,037.00	48,251.00	Grant	
5050-13 - Watershed Coord Grant IV 19-22	164,800.00	50,000.00	48,860.00	Grant	
5050-13 - NDEP Watershed Drone Work	18,165.00	0.00	20,262.00	Grant	
5050-07 -CRC Donation	0.00	0.00	0.00		
5058-04 -208 Water Quality LID	3,900.00	24,478.00	21,400.00	Grant	
5060-00 - Misc. Income / Watershed Tour	6,000.00	6,000.00	341.00		
5082-00 - CASGEM	400.00	1,000.00	700.00	Grant	
5083-00 - Alpine Co Mesa GW Study	0.00	0.00	215.00	Grant	
5096-00 - NFWF Weed Grant	0.00	19,963.00	47,768.00	Grant	
5099-00 - Watershed Literacy Imp III revised	0.00	23,310.00	45,797.52	Grant	
6000-00 - FEMA - MAS # 8	0.00	34,101.00	64,814.00	Grant	
6003-00 - FEMA - MAS # 9	81,420.00	393,170.00	359,440.00	Grant	
6004-00 - USBR - water Market Study	53,078.00	50,000.00	46,922.00	Grant	
6005-00 - FEMA - MAS # 10	319,590.00	0.00	211,600.00	Grant	
Total Income	2,166,016.27	2,139,385.70	2,400,416.52		Federal Funds FY 19-20 \$ 915,115 FY 20-21 \$ 640,953
Expense				Notes	
ADMINISTRATIVE EXPENSES:					
7015-00 - Salaries & Wages	413,300.00	396,400.00	385,000.00		
7020-00 - Employee Benefits	172,217.00	159,000.00	155,000.00		
7021-00 - Workers Comp Ins.	2,300.00	1,400.00	2,200.00	\$500 increase	
7101-00 - Director's Fees	16,000.00	16,000.00	11,500.00		
7102-00 - Insurance	5,100.00	5,100.00	4,985.00		
7103-00 - Office Supplies	2,100.00	1,910.00	1,900.00		
7104-00 - Postage	1,050.00	850.00	1,000.00		
7105-00 - Rent	37,752.00	36,648.00	36,648.00		
7106-00 - Telephone	5,000.00	4,000.00	5,200.00		
7107-00 - Travel-transport/meals/lodging	16,000.00	19,301.00	12,200.00		
7108-00 - Dues & Publications	1,100.00	1,100.00	1,100.00		
7109-00 - Miscellaneous Expense	1,000.00	1,000.00	500.00		
7110-00 - Seminars & Education	1,500.00	3,000.00	1,500.00		
7111-00 - Office Equipment	3,000.00	3,000.00	3,000.00		
7112-00 - Bank Charges	50.00	50.00	0.00		
7115-00 - Accounting	16,800.00	16,000.00	11,000.00	\$800 for actuary	
7116-00 - Legal	32,000.00	36,000.00	28,000.00		
Subtotal-Administrative Expenses	726,269.00	700,759.00	660,733.00		

# CARSON WATER SUBCONSERVANCY DISTRICT

## General Fund

Multi Year, Studies, and Grants	Proposed	Revised	Projected	Notes
	Final Budget	Final Budget	Actual Budget	
PROJECTS:	Jul '20 - Jun '21	Jul '19 - Jun '20	Jul '19 - Jun '20	
7114-00 · Professional Outside Services	30,000.00	10,000.00	14,000.00	
7117-00 · Lost Lakes Expenses	13,500.00	12,700.00	12,000.00	
7118-00 · Mud Lake O & M	1,200.00	1,000.00	1,100.00	
7120-00 · Integrated Watershed Plan			0.00	
7120-07 · Watershed Tour	6,000.00	6,000.00	0.00	
7120-31 · Watershed Coord Expenses 17-19	0.00	2,100.00	633.00	Grant
7120-33 Watershed Coord Grant IV 19-21	49,200.00	4,500.00	654.00	Grant
7120-33 Watershed Coord Match IV 19-21	9,900.00	5,000.00	2,910.00	Grant
7126-00 · NDEP CR UAS Monitoring	305.00	0.00	2,950.00	Grant
7404-00 · Noxious Weeds Control	75,000.00	75,000.00	75,000.00	
7406-00 · 208 Planning - LID	1,210.00	18,367.00	17,900.00	Grant
7430-00 · NFWF Weed Grant	0.00	17,452.00	45,768.00	Grant
7433-00 · Watershed Literacy # 3	0.00	23,310.00	41,309.00	Grant
7433-10 · Watershed Literacy # 3 Match	0.00	12,189.00	20,002.00	Grant
7434-00 · FEMA MAS #8	0.00	22,993.00	53,448.00	Grant
7437-00 · FEMA MAS #9	66,824.00	359,553.00	334,555.00	Grant
7437-00 · FEMA MAS #10	297,642.00	0.00	192,244.00	Grant
7438-01 · USBR WaterSmart Reimbursed	53,078.00	50,000.00	46,922.00	Grant
7438-02 · USBR WaterSmart Match	0.00	0.00	0.00	AcquConst Fund
7500-00 · USGS Stream Gage Contracts	78,405.00	78,405.00	78,405.00	
7508-03 · USGS Do. Co. & Lyon Co GW Collection	16,890.00	16,890.00	16,890.00	
7524-01 · USGS GW level & WQ Churchill Co.	5,680.00	5,800.00	5,800.00	
7526-01 · USGS Middle Carson Groundwater	0.00	3,225.00	15,969.00	
7610-10 · Douglas Co Regional Pipeline	125,000.00	125,000.00	125,000.00	
7620-11 · Regional Pipeline Payment to CC	125,000.00	125,000.00	125,000.00	
<b>Subtotal Multi Year &amp; On-going Projects</b>	<b>954,834.00</b>	<b>974,484.00</b>	<b>1,228,459.00</b>	

## Counties and River Projects

	Notes		
7215-00 · Sierra NV Journeys - Family Night	0.00	4,477.00	4,477.00
7332-00 · Carson River Work Days	0.00	26,000.00	26,000.00
7337-00 · Carson River Restoration			
7337-20 · CVCD Genoa Bank Stabilize	0.00	87,000.00	87,000.00
7337-91 · CVCD Streambank Projects 18-19	0.00	10,000.00	84,111.00
7337-19 · CVCD Bioengineering 18-20	0.00	0.00	43,511.22
7337-24 · CVCD Bioengineering 19-20	0.00	60,000.00	60,000.00
7337-31 · Dayton Valley Conservation	0.00	90,000.00	90,000.00
7337-33 · DVCD river restoration & carryover	0.00	66,600.00	50,000.00
7337-04 · LCD Clearing & Sand Bar Removal	0.00	25,000.00	25,000.00
7600-05 · Alpine Co. Watershed Group.	0.00	25,000.00	25,000.00
7600-09 · CASGEM	5.00	10.00	5.00
7600-10 · Mesa GW Measurement Project	0.00	0.00	40.00
7620-16 CC Reuse Master Plan 2019-20 .	0.00	50,000.00	50,000.00
7620-17 Mexican Dam Portage 2019-20	0.00	25,000.00	25,000.00
7640-09 · Lahontan Valley WTR Level Program	20,000.00	18,000.00	18,000.00
7640-17 TCID Carson Diversion Dam 19-20	0.00	50,000.00	50,000.00
7640-18 · Dixie Valley WTR Lvl measurement	21,000.00	28,000.00	21,000.00
<b>Subtotal Carson River Projects</b>	<b>41,005.00</b>	<b>565,087.00</b>	<b>659,144.22</b>

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## CARSON WATER SUBCONSERVANCY DISTRICT General Fund

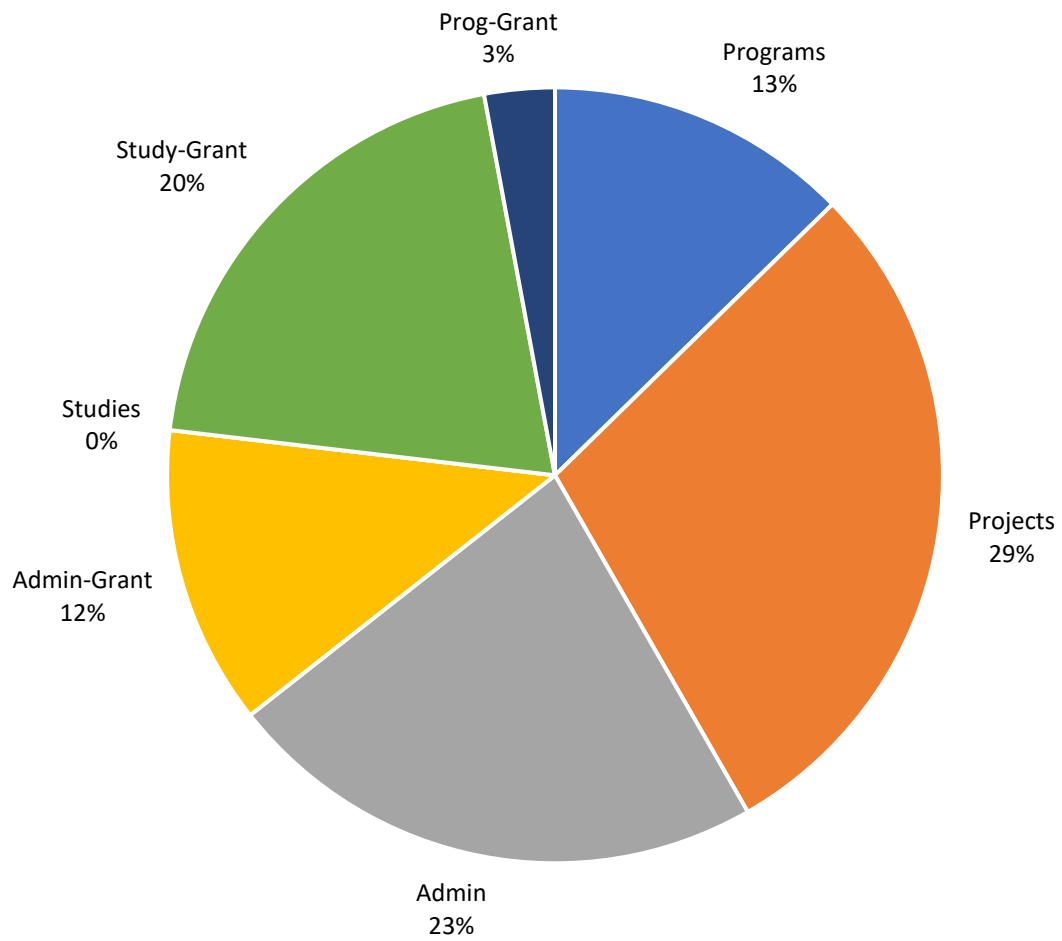
### New Projects

Proposed by the

	Fin Committee	Requested	Notes
7332-00 - Carson River Work Days	\$ 26,000	26,000.00	Proposal (1)
Sierra NV Journey	\$ 3,279	3,279.00	Proposal (2)
7600-05 - Alpine Co. Watershed Group.	\$ 25,000	25,000.00	Proposal (3)
CVCD Bioengineering 20-21	\$ 65,000	85,000.00	Proposal (4)
CVCD Westwood Channel 20-21	\$ 100,000	100,000.00	Proposal (5)
DVCD Ft Churchill Project	\$ 75,000	90,000.00	Proposal (6)
LCD Clearing & Snagging	\$ 20,000	20,000.00	Proposal (7)
TCID Diversion Dam River Gates	\$ 15,000	100,000.00	Proposal (8)
Churchill County Park	\$ -	10,538.00	Proposal (9)
Right-a -way in Lyon County	\$ -	129,000.00	Proposal (10)
Carson City Ash/Kings Watershed Control	\$ -	25,000.00	Proposal (11)
7526-01 - USGS Middle Carson Groundwater	\$ 15,250.0	15,250.00	Proposal (12)
USGS Carson Valley GW Water Study	\$ -	31,150.00	Proposal (13)
DRI Stream Flow Analysis	\$ -	17,931.00	Proposal (14)
Total Expenses for New Projects	344,529.00	0.00	0.00
Total Expenditures	2,066,637.00	2,240,330.00	2,548,336.22
Net Ordinary Income	99,379.27	-100,944.30	-147,919.70
Other Income/ Other Income			
Beginning Equity	532,848.30	599,388.00	680,768.00
Transfer from Acqu./Const. Fd to Gen Fd.	0.00	0.00	0.00
	532,848.30	599,388.00	680,768.00
Total Other Inc Other Expenses			
8008-00 - Preliminary Planning	388,000.00	392,000.00	0.00 less \$2,000
Transfer from Gen. Fd. to Floodplain Fd.	0.00	0.00	0.00
Transfer from Gen. Fd. to Acqu./Const. Fd.	145,000.00	0.00	0.00
Total Other Expenses	533,000.00	392,000.00	0.00
Net Other Income	-151.70	207,388.00	680,768.00
ENDING BALANCE	99,227.57	106,443.70	532,848.30

\* Based on the 2018-19 Audit

## FY 2020-21 General Budget



**CARSON WATER SUBCONSERVANCY DISTRICT  
ACQUISITION/CONSTRUCTION FUND  
2020-21 Final Budget**

ACQUISITION/CONSTRUCTION FUND	Proposed Final Budget	Approved Final Budget	Projected Actual Budget	
	Jul '20 - Jun '21	Jul '19 - Jun '20	Jul '19 - Jun '20	
<b>Ordinary Income/Expense</b>				
Income				
5032-01 · Interest Inc - Inv. Pool	5,723.24	15,285.06	11,600.00	0.75%
<b>Total Income</b>	<b>5,723.24</b>	<b>15,285.06</b>	<b>11,600.00</b>	
Expense				
Upstream Storage Evalulation	33,648.00	22,000.00	16,351.00	
Right-A-Way Lyon County Utility to Silver Springs	125,000.00	250,000.00	0.00	
Construction Projects	715,000.00	475,000.00	0.00	
<b>Total Expense</b>	<b>873,648.00</b>	<b>747,000.00</b>	<b>16,351.00</b>	
<b>Net Ordinary Income</b>	<b>-867,924.76</b>	<b>-731,714.94</b>	<b>-4,751.00</b>	
<b>Other Income/Expense</b>				
Other Income				
8000-01 · Beginning Equity	<b>763,099.00</b>	<b>764,253.00</b>	<b>767,850.00 *</b>	
8001-01 · Transfer In-General Fund	145,000.00	0.00	0.00	
<b>Total Other Income</b>	<b>908,099.00</b>	<b>764,253.00</b>	<b>767,850.00</b>	
* Based on 2018-19 Audit				
<b>Ending Equity</b>	<b>40,174.24</b>	<b>32,538.06</b>	<b>763,099.00</b>	

**CARSON WATER SUBCONSERVANCY DISTRICT  
FLOODPLAIN MANAGEMENT FUND  
FY 2020-21 Final Budget**

FLOODPLAIN MANAGEMENT FUND	Proposed	Adopted	Projected	Notes
	Final	Final	Actual	
	Budget	Budget	Budget	
	Jul '20 - Jun '21	Jul '19 - Jun '20	Jul '19 - Jun '20	
<b>Ordinary Income/Expense</b>				
Income				
5032-01 - Interest Inc - Inv. Pool	3,025.06	7,759.44	5,300.00	Based on 0.75%
<b>Total Income</b>	<b>3,025.06</b>	<b>7,759.44</b>	<b>5,300.00</b>	
Expense				
7203-03 Floodplain Planning	300,000.00	300,000.00	0.00	
CVCD Working on Flood Repairs and permits	0.00	0.00	0.00	
DVCD Working on Flood Repairs and permits	0.00	0.00	0.00	
TCID Flood Project	35,000.00	35,000.00	0.00	
7206-03 Flood Project along SR 88 in Minden	40,000.00	40,000.00	0.00	
<b>Total Expense</b>	<b>375,000.00</b>	<b>375,000.00</b>	<b>0.00</b>	
<b>Net Ordinary Income</b>	<b>-371,974.94</b>	<b>-367,240.56</b>	<b>5,300.00</b>	
<b>Other Income/Expense</b>				
Other Income				
8000-01 - Beginning Equity	403,341.00	382,074.00	398,041.00	*
8001-01 - Transfer In-General Fund	0.00	0.00	0.00	
<b>Total Other Income</b>	<b>403,341.00</b>	<b>382,074.00</b>	<b>398,041.00</b>	
<b>Ending Equity</b>	<b>31,366.06</b>	<b>14,833.44</b>	<b>403,341.00</b>	

\* Based on the 2018-19 Audit

## **AGENDA ITEM #19**



## **CARSON WATER SUBCONSERVANCY DISTRICT**

**TO:** BOARD OF DIRECTORS

**FROM:** EDWIN D. JAMES

**DATE:** May 20, 2020

**SUBJECT:** Agenda Item #19 – For Discussion Only: Presentation by CWSD Staff on the River Monitoring Using a Drone

**DISCUSSION:** Shane Fryer will give a presentation on the drone work he has been doing along the Carson River in Douglas County.

**STAFF RECOMMENDATION:** Receive and file.

# **CORRESPONDENCE**



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

May 6, 2020

Julie Fair  
American Rivers  
Director, California Headwaters Conservation  
120 Union St.  
Nevada City, CA 95959

Dear Julie:

The Carson Water Subconservancy District (CWSD) is supportive of Carson River Restoration efforts along the West Fork in Faith Valley. Thank you for keeping us apprised of this project and giving us the opportunity to comment and provide feedback. As this is the first project of its type along the Carson, CWSD is both interested in the prospect of a pilot using beaver analogs, but also cognizant of concerns raised about aspects of the project.

CWSD staff and our Board have had several conversations and meetings with you and USFS staff about the proposed project and its design. These conversations, concerns and responses are currently not reflected or formally addressed in the provided project documentation/design. CWSD currently owns 219 acre feet of water rights stored at Lost Lakes, the headwaters of the West Fork Carson. We realize that beaver are an established part of the Carson River Watershed; however, there are varying perspectives regarding management outcomes relating to beaver activity. Concerns relating to this project are mainly based on our upstream water rights, our continued ability to access them, and the potential issues surrounding the beaver themselves.

The main questions regarding the project from CWSD are:

1. How many beavers are currently living in Faith Valley?
2. What is the estimated beaver population when the project is completed?
3. How much water will be retained when all the beaver dams are installed?
4. Will there be a method to move water through the system once the beaver dams are constructed to ensure access to our water rights at Lost Lakes?

5. When we release our upstream water right, how much will the water be delayed due to the project? We often sell our water right to Carson City and we need proof water is available in the system to receive payment.
6. Additionally, what types of study and monitoring methods will be used to determine project success? The use of beavers and beaver analogs may be a reasonable tool to have in any restoration quiver; however, given this is the first time using this approach in the Carson River Watershed, will the USFS be studying and monitoring this project? Will guidelines for the use of beaver and beaver analogs for restoration in the upper watershed be an outcome? Does USFS have management guidelines for potential user conflicts between users (recreation and agriculture) that could be applied here?

This project has been a sort of last straw or catalyst for CWSD to really look at the sustainability of holding these water rights. Over the past several years, CWSD's Board and General Manager have worked with Alpine County and others on the sustainability of the Lost Lake Water Right. CWSD does not qualify as an agency to have dam safety inspection fees waived and these fees have exponentially been raised (over 750%) in the past ten years. The fees are no longer sustainable for the organization. The rights are worth about \$300,000 on the open market.

Over the past 10 years, CWSD has spent \$100,000 on dam safety inspection fees, and \$39,000 on staff time for maintenance of the Lost Lakes water rights. In that same time period, selling of the water has only netted \$15,000. This is the straight economic burden. CWSD sought to have the dam safety fees waived or reduced through the CA Legislature to no avail. Therefore, CWSD is starting the process to transfer the water rights downstream. This is a likely a 3-5 year process. We also will be looking into just selling the rights. Our board will ultimately make this decision.

Base on the recent conversation with you, these water rights and our late season releases from Lost Lakes would not benefit or affect the proposed project. We do sell the water, usually to Carson City, but sometimes to ranchers. This could happen at any time during the season therefore ensuring effective delivery is important for financial compensation.

Transferring the water rights may be the best solution; however, we also think it is possible that other organizations would be interested in working with us to maintain the rights at Lost Lakes, or swap/ transfer these rights to other locations such as Red Lake. Lost Lakes is in the proposed Yellow Legged Frog and Yosemite Toad critical areas and has recreation value (PCT, etc.) To that end, since most of the relevant parties are already part of this project, is it possible to set up a meeting to work with AR, USFS, CA Fish and Wildlife, USFWS, AWG and Alpine County and potentially other interested parties and discuss the best possible solution for these rights?

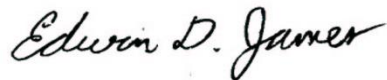
In summary the Faith Valley Project has the potential to:

- 1) Delay or inhibit the transition of the Lost Lakes water right;
- 2) Devalue or make it difficult to sell the Lost Lakes water right;
- 3) Create geomorphic consequences to the Carson due to ad hoc beaver construction;
- 4) Increase/sustain a larger presence of beaver in the area that may:
  - a) Impact vegetation as seen in lower watershed;

- b) Affect future bio engineering project and natural recruitment;
  - c) Increase the development of non-secured beaver dams leading to more blow outs;
  - d) Cause loss of vegetation and new pools that impact water quality (ex. temp, lower DO). This reach of river has a cold water designation with Lahontan Regional Water Quality Control Board according to the latest Alpine Watershed Group WQ Report.
- 5) Create user (recreation and agriculture) conflicts (see question 6 regarding management guidelines above);
- 6) Create unintended consequences on site or more broadly on other sections along the reach (Will monitoring and analysis be employed as suggested in Question 6 above with solutions for changes to project if required?)

Again, we appreciate the opportunity to comment on the project design and proposal. If you have questions, please contact Ed James, Brenda Hunt or Shane Fryer at [edjames@gmail.com](mailto:edjames@gmail.com), [Brenda@cwsd.org](mailto:Brenda@cwsd.org) or [shane@cwsd.org](mailto:shane@cwsd.org).

Sincerely,

A handwritten signature in black ink that reads "Edwin D. James". The signature is written in a cursive style with a large, stylized 'E' and 'J'.

Edwin James  
CWSD General Manager