

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

NOTICE OF PUBLIC MEETING

DATE: April 21, 2021

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.

You may attend the virtual meeting by clicking this [Zoom Link](#). If you prefer to phone in, call (669)900 9128. Meeting ID: 876 8731 0512; Passcode: 170418. You may also provide public comment in advance of a meeting by written submission to the following email address: catrina@cwsd.org. For inclusion or reference in the minutes of a meeting, your public comment must include your full name and be submitted via e-mail by not later than 3pm the day before the date of the meeting.

AGENDA

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

1. Call to Order the CWSD 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 March 17, 2021

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 March 2021
8. For Possible Action: Approval of Payment of Bills for March 2021
9. For Possible Action: Approval of Contract #2021-24 Kimley-Horn: Conduct Smelter

Creek LOMR Study in an amount not to exceed \$70,000

10. For Possible Action: Approval of Contract #2021-25 Michael Baker: Develop a Web Access System for Flood Studies Data in the Carson River Watershed in an amount not to exceed \$160,000 and 3 years of hosting infrastructure at \$7,200 annual fee
11. For Possible Action: Approval of Contract #2021-26 HDR: Develop a Carson River Regional Flood Forecasting Model in an amount not to exceed \$67,886
12. For Possible Action: Authorize CWSD staff to apply to FEMA for CTP funding in the amount of \$785,000

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

13. For Discussion Only: Presentation by Ramon Naranjo with the USGS regarding Nitrates in Carson Valley
14. For Discussion Only: Update on the Watershed Wednesdays Forum
15. For Possible Action: Approval to submit application for a USBR WaterSmart Applied Science Grant in the amount of \$110,000
16. For Possible Action: Adopt Resolution #2021-1 authorizing the Board of Directors of Carson Water Subconservancy District to apply to the United States Department of Interior, Bureau of Reclamation for a WaterSmart Applied Science Grant to update the USGS models for the Carson River and develop a Water Resource Plan
17. For Discussion Only: Discussion regarding CWSD Board of Directors Liability
18. For Possible Action: Adopt revised CWSD Director Meeting Compensation Policy & Procedures
19. For Discussion Only: Update on the 2021 Legislation Session
20. For Possible Action: Future use of Lost Lakes
21. For Discussion Only: Update on 2021 Water Year
22. For Discussion Only: Staff Reports - General Manager
 - Legal
 - Correspondence
23. For Discussion Only: Directors Reports
24. For Discussion Only: Update on activities in Alpine County
25. For Discussion Only: Update on activities in Storey County
26. 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.
27. For Possible Action: Adjournment

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

In response to COVID-19 Emergency Directive:

Posting in public buildings in accordance with NRS 241.020 has been waived by COVID-19 Emergency Directive #6 of Governor Sisolak. Therefore, this notice and agenda of video conference meeting has been posted on or before 9am on April 13, 2021 on the following websites for the April 21, 2021 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
March 17, 2021

Draft Minutes

The CWSD March 17, 2021 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 Giomi called the meeting of the Carson Water Subconservancy District (CWSD) to order at 6:30pm. Roll call of the CWSD Board was taken and a quorum was determined to be present.

CWSD Directors present:

John Engels, Director
Mark Gardner, Director
Stacey Giomi, Director
Ken Gray, Director
Jack Jacobs, Director
David Nelson, Director
Pete Olsen, Director
Erne Schank, Director
Lisa Schuette, Director
Mike Workman, Director

Roll call of the Carson River Watershed Committee was taken which included CWSD Directors and Committee Members present - Kathy Canfield, David Griffith, and January Riddle.

CWSD Staff & Guests present:

Shane Fryer, Watershed Program Specialist
Brenda Hunt, Watershed Program Manager
Edwin James, General Manager
Patrick King, CWSD Attorney
Debbie Neddenriep, Water Resource Specialist II
Catrina Schambra, Administrative Assistant/Secretary to the Board
Katie Smith, Watershed Technician – AmeriCorps

The Pledge of Allegiance was led by Director Olsen.

Item #4 – Discussion Only: Public Comment – None

Item #5 – For Possible Action: Approval of Agenda

Further discussion is required and therefore it is requested for items 9, 11 and 12 to be pulled from the Consent Agenda. Chairman Giomi asks for any objections and they are none, and it is assumed approved by the Board.

Item # – For Possible Action: Approval of the Board Meeting Minutes of February 17, 2020

Director Jacobs made a motion to approve today's Agenda and the Board Meeting Minutes of February 17, 2021. 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 February 2021

Item #8 - For Possible Action: Approval of Payment of Bills for February 2021

Item #10 – For Possible Action: Approval for Debbie Neddenriep to Attend the Association of State Floodplain Managers Virtual Conference May 10-14

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

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

Item #9 - For Possible Action: Approval of Contract #2021-21 JE FULLER - Ruhenstroth ADMP Phase 2 in an amount not to exceed \$89,284.

Item #11 – For Possible Action: Approval of Contract #2021-23 CARDNO - Clear Creek Floodplain Restudy and Remap in an amount not to exceed \$161,360.

Committee Member Griffith asked if CWSD Board members needed to be added to all CWSD contracts as insureds. His concern is Board members may be held liable for contracts if they are not explicitly named in the indemnities clause of the contracts.

Patrick King, CWSD Attorney addressed this concern. He explained that during the last year when we updated our contracts to standardize the language, it was done with language recommended by the Attorney General's office. It is assumed that Directors are immune to litigation if acting in good faith in performing their duties in their position on the Board. This can be found on page 43 of the Office of Attorney General, Nevada Board and Commission Manual, Catherine Cortez Masto, Attorney General, State of Nevada, November 2006. Acting in bad faith would never be covered regardless of any cause in a contract. If ever in doubt, the Board is free to contact him as CWSD legal counsel.

Committee Member Griffith asked about Civil litigation and protection under Federal laws. There was discussion and consensus that Mr. King do further investigation into this issue. Director Schank specifically asked him to investigate the past TCID case litigation.

Director Gray made a motion to approve agenda Items 9 & 1, with a caveat to add a clause to the contract if found necessary to indemnify CWSD Board members. The motion was seconded by Director Schank and unanimously approved by the Board.

Item #12– For Possible Action: Approval of the 2021 Water & Sewer Rate Report

Debbie Neddenriep presented updates and corrections to the 2021 Water & Sewer Rate Report. These were provided to the Board members as a handout at the meeting and has been posted on the CWSD website. She reported that the correct figures will be incorporated into the final document that will be posted on our site and sent to water purveyors. Mr. James explained that this document is a tool that CWSD produces each year with information we collect from all water purveyors in our watershed. Director Giomi asks that a copy of the final report be sent to all

Board members when complete.

Director Jacobs made a motion to approve 2021 Water & Sewer Rate Report. The motion was seconded by Director Engels and unanimously approved by the Board.

Item #13 - For Discussion Only: Presentation by Alpine Watershed Group on projects conducted in Alpine County

Mo Loden, Watershed Coordinator, Alpine Watershed Group gave a presentation on the Hope Valley Restoration & Aquatic Habitat Enhancement Project. [Click here](#) to view her presentation on YouTube.

There was discussion regarding the cost of the project and the mitigation strategy used to combat bank erosion. Director Jacobs suggested this would be a good project site to visit when we are able to resume field trips in the future.

No action was taken.

Item #14 - For Discussion Only: Presentation on the Final version of the Water Drinking Video

Brenda Hunt gave the Board an exclusive sneak peek at the latest PSA video: “Water Connects Us All,” which will be premiering the week before Earth Day (April 22).

Kudos all around from Board members! Director Engels commented how important this is to get out the word for people to take care of their septic tanks. Nitrate Algae blooms are a problem in the Carson Valley. Director Gardner asks that the link be sent to Melissa Blosser, Douglas County PIO to help promote it, as well as all Board members for them to get it on their area websites as well.

No action was taken.

Item #15 - For Discussion Only: Update on the Watershed Wednesdays Forum

Shane Fryer gave an update on the Watershed Wednesdays Forum. He compiled a “Sizzle Reel” of the first 3 weeks of the month-long forum. [CLICK HERE](#) to view it on the CWSD YouTube channel. He also gave specific statistics on the well-attended and highly reviewed virtual forum. He thanked the team at CWSD for their long hours and hard work towards this production. It is a new and unique venue and CWSD is happy and proud of the results. There are 2 more Wednesdays. Join us!

No action was taken.

Item #16 - For Possible Action: Update on the 2021 Legislation Session

Mr. James discussed the various issues being addressed in the legislation session and how they would possibly affect CWSD.

No action was taken.

Item #17 - For Possible Action: Approval of the Fiscal Year 2021-22 Tentative Budget

Mr. James presented the FY 2021-22 Tentative Budget as recommended by the Finance Committee at the March 1, 2021 meeting. He went over the proposed General Fund, Acquisition/Construction Fund, and the Flood Fund in detail for the Board members. Mr. James also mentioned that the Ad Valorem tax figures are an estimate. CWSD will receive the tax numbers from the Department of Taxation on March 25. Mr. James recommended that we use these figures. He also mentioned that Alpine County amount is based on the average percent

increase of the other four counties.

Mr. James reported on the topics discussed at the committee meeting, such as Storey County funds, if SB 98 is approved, be used to bolster the Flood LGIP Fund. Director Schuette commented that it was a struggle to decide on funding with so many great projects being proposed. Sticking to our stated mission statement made it easier to make the cuts, she said. It was a 5-hour meeting with 18 funding proposal presentations. Chairman Giomi said this committee is the hardest job on the Board and he sincerely thanks all the members of the Finance Committee for their long hours and hard work.

Director Schank made a motion to approve the FY 2021-21 General Fund with the Department of Taxation Ad Valorem tax figures, Acquisition/Construction Fund, and the Flood Fund. If Storey County is NRS approved, those funds will go into the Flood Fund. The motion was seconded by Director Gray and unanimously approved by the Board.

Item #18 - For Discussion Only: Update on 2021 Water Year

Mr. James gave a slide presentation on the 2021 Water Year to the Board. The current flow is way below average. This year is another example of why the Truckee Canal is so important to the Newlands Project.

No action was taken.

Item #19 – For Discussion Only: Staff Reports –

Mr. James reported the following:

- CWSD was nominated for FEMA CTP Partner of the Year Award by FEMA Region 9!
- The BOR Basin Study Grant has been released for applications. The Regional Water System & Flood Committee will be meeting soon to discuss it we will pursue this grant.
- Thanks to Debbie Neddenriep for chairing the Charter meeting earlier today. FEMA awarded CWSD the funds requested for MAS 12 proposed projects.
- We are starting to look forward to hopefully being able to return to field trips by June. Please be thinking about ideas of what you would like to show to the Board members when we travel to your county.

Brenda Hunt reported the following:

- We would love to have Board members check out the presentations at Watershed Wednesdays! Please join us!

Legal – Mr. King reported he will be researching the Board member indemnity question and reporting back to the Board.

Correspondence – None

No action was taken.

Item #20 – For Discussion Only: Directors Reports –

- Chairman Giomi reported Carson City will address second reading of LID ordinance at meeting tomorrow. If passed, it would become part of CC Drainage Manual for future the construction projects effective July 1, 2021.

- Director Shank said we did not mention the discussion regarding the 1.75% COLA increase for CWSD employees for FY 21-22 from the Finance Committee. He wants this issue referred to the Administrative Committee to implement a standard calculation policy for use in the future. Chairman Giomi asked Mr. James to put that on the Administrative Committee Agenda for their next meeting.
- Director Gray reported that Lyon County recently had a great presentation by Rob Holley with the Dayton Valley Conservation District on the various river projects they are doing along the Carson river. He believes this would a good field trip opportunity for this summer. Director Gray also mentioned that he would like to be at the bill signing when Storey County becomes an official member of CWSD. He hopes that the other Board Members and representatives from Storey County would also be there. This is something we have been working on for over ten years.

No action was taken.

Item #21– For Discussion Only: Update on activities in Alpine County –

- Committee Member Griffith reported that Alpine County and California Forest Supervisors in Regions 4 & 5 are meeting to discuss Alpine County access to California grant funds.

No action was taken.

Item #22– For Discussion Only: Update on activities in Storey County –

- Committee Member Canfield reported Storey County has submitted a letter to Governor Sisolak stating their position on Innovation Zone proposed legislation. This letter was shared as a handout to the Board members and posted on our website.

No action was taken.

Item #24 – For Discussion Only: Public Comment – None

There being no further business to come before the Board, Chairman Giomi adjourned the meeting at 8:19 pm.

Respectfully submitted,

Catrina Schambra

Secretary to the Board

AGENDA ITEM #7

TREASURER'S REPORT

Floodplain Management Fund
Balance Sheet
As of March 31, 2021

	Mar 31, 21
ASSETS	
Current Assets	
Checking/Savings	
1013-03 · LGIP - Floodplain	366,687.81
Total Checking/Savings	366,687.81
Total Current Assets	366,687.81
TOTAL ASSETS	366,687.81
LIABILITIES & EQUITY	
Equity	
32000 · Retained Earnings	405,127.18
Net Income	-38,439.37
Total Equity	366,687.81
TOTAL LIABILITIES & EQUITY	366,687.81

11:52 AM

04/11/21

Cash Basis

Floodplain Management Fund

Profit & Loss Budget vs. Actual

July 2020 through March 2021

	Jul '20 - Mar 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5021-03 · Lost Lake Lease	0.00	0.00	0.00	0.0%
5022-03 · Mud Lake Lease	0.00	0.00	0.00	0.0%
5032-03 · Int. Inc.-LGIP-Floodplain	1,560.63	3,025.06	-1,464.43	51.6%
Total Income	1,560.63	3,025.06	-1,464.43	51.6%
Expense				
8009-01 · Reg. Flood Preliminary Planning	0.00	300,000.00	-300,000.00	0.0%
8009-02 · Flood Project Along SR88-Minden	40,000.00	40,000.00	0.00	100.0%
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%
8009-06 · TCID Flood Project	0.00	35,000.00	-35,000.00	0.0%
Total Expense	40,000.00	375,000.00	-335,000.00	10.7%
Net Ordinary Income	-38,439.37	-371,974.94	333,535.57	10.3%
Other Income/Expense				
Other Income				
8000-03 · Beginning Equity	0.00	403,341.00	-403,341.00	0.0%
8001-03 · Trans. In- General Fund	0.00	0.00	0.00	0.0%
Total Other Income	0.00	403,341.00	-403,341.00	0.0%
Other Expense				
8002-03 · Trans.Out-General Fund	0.00	0.00	0.00	0.0%
Total Other Expense	0.00	0.00	0.00	0.0%
Net Other Income	0.00	403,341.00	-403,341.00	0.0%
Net Income	-38,439.37	31,366.06	-69,805.43	-122.6%

Floodplain Management Fund
Profit & Loss YTD Comparison
March 2021

	Mar 21	Jul '20 - Mar 21
Ordinary Income/Expense		
Income		
5032-03 · Int. Inc.-LGIP-Floodplain	109.98	1,560.63
Total Income	109.98	1,560.63
Expense		
8009-02 · Flood Project Along SR88-Minden	0.00	40,000.00
Total Expense	0.00	40,000.00
Net Ordinary Income	109.98	-38,439.37
Net Income	<u>109.98</u>	<u>-38,439.37</u>

CARSON WTR SUBCONSERVANCY DIST - ACQUISITION/CONSTRUCTION

Balance Sheet

As of March 31, 2021

	Mar 31, 21
ASSETS	
Current Assets	
Checking/Savings	
1013-01 · Local Gov't Inv.Pool-Reserve	929,643.05
Total Checking/Savings	929,643.05
Total Current Assets	929,643.05
TOTAL ASSETS	929,643.05
LIABILITIES & EQUITY	
Equity	
4000-01 · Fund Balance - Capital Project	781,483.15
Net Income	148,159.90
Total Equity	929,643.05
TOTAL LIABILITIES & EQUITY	929,643.05

Profit & Loss Budget vs. Actual

July 2020 through March 2021

	Jul '20 - Mar 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5032-01 · Interest Income - LGIP Res.	3,159.90	5,723.24	-2,563.34	55.2%
Total Income	3,159.90	5,723.24	-2,563.34	55.2%
Expense				
8015-03 · Upstream Storage Evaluation		33,648.00	-33,648.00	
8015-04 · Construction Projects		715,000.00	-715,000.00	
8015-05 · Right-A-Way Lyon Cty Utility SS		125,000.00	-125,000.00	
Total Expense		873,648.00	-873,648.00	
Net Ordinary Income	3,159.90	-867,924.76	871,084.66	-0.4%
Other Income/Expense				
Other Income				
8000-01 · Beginning Equity		763,099.00	-763,099.00	
8001-01 · Transfer In-General Fund	145,000.00	145,000.00		100.0%
Total Other Income	145,000.00	908,099.00	-763,099.00	16.0%
Net Other Income	145,000.00	908,099.00	-763,099.00	16.0%
Net Income	148,159.90	40,174.24	107,985.66	368.8%

Profit & Loss YTD Comparison

March 2021

	Mar 21	Jul '20 - Mar 21
Ordinary Income/Expense		
Income		
5032-01 · Interest Income - LGIP Res.	270.40	3,159.90
Total Income	270.40	3,159.90
Net Ordinary Income	270.40	3,159.90
Other Income/Expense		
Other Income		
8001-01 · Transfer In-General Fund		145,000.00
Total Other Income		145,000.00
Net Other Income		145,000.00
Net Income	270.40	148,159.90

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Balance Sheet

As of March 31, 2021

	Mar 31, 21
ASSETS	
Current Assets	
Checking/Savings	
1013-00 · Cash in Checking - U. S. Bank	123,921.99
1014-00 · Local Gov't Inv. Pool-Regular	764,439.00
1030-00 · Petty Cash	116.80
Total Checking/Savings	888,477.79
Other Current Assets	
1055-00 · Payroll Deposit - Carson City	500.00
Total Other Current Assets	500.00
Total Current Assets	888,977.79
TOTAL ASSETS	888,977.79
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
3307-00 · CC Payroll Due	1,107.02
3360-00 · Accrued Vacation	31,478.76
3362-00 · Accrued sick leave	60,630.90
Total Other Current Liabilities	93,216.68
Total Current Liabilities	93,216.68
Total Liabilities	93,216.68
Equity	
4000-00 · Fund Balance	569,853.62
Net Income	225,907.49
Total Equity	795,761.11
TOTAL LIABILITIES & EQUITY	888,977.79

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

04/11/21

Profit & Loss Budget vs. Actual

Cash Basis

July 2020 through March 2021

	Jul '20 - Mar 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5008-00 · Alpine Co. Joint Powers contrib	10,897.74	10,897.74		100.0%
5009-00 · Churchill County Ad Valorem	139,615.51	218,984.88	-79,369.37	63.8%
5010-00 · Lyon County Ad Valorem	134,004.98	187,253.01	-53,248.03	71.6%
5011-00 · Douglas County Ad Valorem	566,983.17	617,790.62	-50,807.45	91.8%
5012-00 · Carson City Ad Valorem	351,607.80	458,361.52	-106,753.72	76.7%
5022-00 · Water Lease - Mud Lake		51,765.00	-51,765.00	
5023-00 · Water Lease-Lost Lakes	804.00		804.00	100.0%
5031-00 · Interest Income-LGIP Reg.	2,694.13	4,821.36	-2,127.23	55.9%
5050-00 · Watershed Coordinator Grant				
5050-13 · NDEP-WS Coord IV 2019-2022	38,757.52	164,800.00	-126,042.48	23.5%
Total 5050-00 · Watershed Coordinator Grant	38,757.52	164,800.00	-126,042.48	23.5%
5058-00 · 208 Water Quality Plan				
5058-04 · NDEP-LID Implementation 2018-20	10,013.22	3,900.00	6,113.22	256.7%
Total 5058-00 · 208 Water Quality Plan	10,013.22	3,900.00	6,113.22	256.7%
5060-00 · Misc. Income	13.04	6,000.00	-5,986.96	0.2%
5082-00 · Alpine Co.-CASGEM Grant		400.00	-400.00	
5083-00 · Al.Co.-Mesa GW Monitoring Grant	637.35		637.35	100.0%
5100-00 · NDEP -Drone Grant	17,903.47	18,165.00	-261.53	98.6%
6003-00 · FEMA-MAS #9	52,910.25	81,420.00	-28,509.75	65.0%
6004-00 · BOR WaterSMART Grant	19,829.70	53,078.00	-33,248.30	37.4%
6005-00 · FEMA - MAS # 10	211,669.84	319,590.00	-107,920.16	66.2%
6006-00 · FEMA-MAS #11	10,225.95		10,225.95	100.0%
Total Income	1,568,567.67	2,197,227.13	-628,659.46	71.4%
Expense				
7015-00 · Salaries & Wages	287,077.53	413,300.00	-126,222.47	69.5%
7020-00 · Employee Benefits	111,445.03	172,217.00	-60,771.97	64.7%
7021-00 · Workers Comp Ins.		2,300.00	-2,300.00	
7101-00 · Director's Fees				
7101-01 · Director Benefits	106.72	100.00	6.72	106.7%
7101-02 · Director's Fees-Alpine Co.	1,120.00	2,800.00	-1,680.00	40.0%
7101-00 · Director's Fees - Other	7,360.00	13,100.00	-5,740.00	56.2%
Total 7101-00 · Director's Fees	8,586.72	16,000.00	-7,413.28	53.7%
7102-00 · Insurance	4,934.79	5,100.00	-165.21	96.8%
7103-00 · Office Supplies	1,044.19	2,100.00	-1,055.81	49.7%
7104-00 · Postage	923.05	1,050.00	-126.95	87.9%
7105-00 · Rent	28,314.00	37,752.00	-9,438.00	75.0%
7106-00 · Telephone/Internet	4,540.64	5,000.00	-459.36	90.8%
7107-00 · Travel-transport/meals/lodging				
7107-02 Staff Indirect Mileage	144.51		144.51	100.0%
7107-01 · Car Allowance	1,533.21		1,533.21	100.0%
7107-00 · Travel-transport/meals/lodging - Other	468.66	16,000.00	-15,531.34	2.9%
Total 7107-00 · Travel-transport/meals/lodging	2,146.38	16,000.00	-13,853.62	13.4%
7108-00 · Dues & Publications	1,077.00	1,100.00	-23.00	97.9%
7109-00 · Miscellaneous Expense		1,000.00	-1,000.00	
7110-00 · Seminars & Education	464.99	1,500.00	-1,035.01	31.0%
7111-00 · Office Equipment	1,264.91	3,000.00	-1,735.09	42.2%
7112-00 · Bank Charges	59.65	50.00	9.65	119.3%
7114-00 · Outside Professional Services	3,708.33	30,000.00	-26,291.67	12.4%
7115-00 · Accounting	14,818.00	16,800.00	-1,982.00	88.2%
7116-00 · Legal	16,000.00	32,000.00	-16,000.00	50.0%
7117-00 · Lost Lakes Expenses	8,966.91	13,500.00	-4,533.09	66.4%
7118-00 · Mud Lake O & M	1,034.51	1,200.00	-165.49	86.2%
7120-00 · Integrated Watershed Programs				
7120-07 · Watershed Tour		6,000.00	-6,000.00	

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

04/11/21

Profit & Loss Budget vs. Actual

Cash Basis

July 2020 through March 2021

	Jul '20 - Mar 21	Budget	\$ Over Budget	% of Budget
7120-33 · Watershed Coord IV 2019-22				
7120-34 · WS Coord Grant MATCH 2019-21				
7120-37 · WS COORD MATCH - NEON	4,500.00		4,500.00	100.0%
7120-34 · WS Coord Grant MATCH 2019-21 - Other		9,900.00	-9,900.00	
Total 7120-34 · WS Coord Grant MATCH 2019-21	4,500.00	9,900.00	-5,400.00	45.5%
7120-38 · WS COORD-REIMBURSABLE				
7120-39 · WS COORD REIMB - Travel	94.30		94.30	100.0%
Total 7120-38 · WS COORD-REIMBURSABLE	94.30		94.30	100.0%
7120-33 · Watershed Coord IV 2019-22 - Other	761.15	49,200.00	-48,438.85	1.5%
Total 7120-33 · Watershed Coord IV 2019-22	5,355.45	59,100.00	-53,744.55	9.1%
Total 7120-00 · Integrated Watershed Programs	5,355.45	65,100.00	-59,744.55	8.2%
7126-00 · NDEP Drone Sub-Grant 2020	372.34	305.00	67.34	122.1%
7215-00 · Sierra NV Journeys-Family Night				
7215-01 · SNJ 2020-21		3,279.00	-3,279.00	
Total 7215-00 · Sierra NV Journeys-Family Night		3,279.00	-3,279.00	
7332-00 · Carson River Work Days				
7332-06 · CR Work Days 2020-21	7,096.59	26,000.00	-18,903.41	27.3%
Total 7332-00 · Carson River Work Days	7,096.59	26,000.00	-18,903.41	27.3%
7337-00 · Carson River Restoration				
7337-01 · Carson Valley Conserv District				
7337-20 · CVCD Genoa Bank EXTENDED	80,522.67	70,000.00	10,522.67	115.0%
7337-25 · CVCD - Bioengineering 2020-21	34,156.52	65,000.00	-30,843.48	52.5%
7337-26 · CVCD - Westwood Channel 2020-21	37,282.85	100,000.00	-62,717.15	37.3%
Total 7337-01 · Carson Valley Conserv District	151,962.04	235,000.00	-83,037.96	64.7%
7337-03 · Dayton Valley Conserv				
7337-34 · DVCD Bank Stab/Dayton Br (EXT)		40,000.00	-40,000.00	
7337-36 · DVCD - Fort Churchill 2020-21		75,000.00	-75,000.00	
Total 7337-03 · Dayton Valley Conserv		115,000.00	-115,000.00	
7337-04 · Lahontan Conserv.Dist				
7337-43 · LCD- Clearing & Snagging 20-21		20,000.00	-20,000.00	
Total 7337-04 · Lahontan Conserv.Dist		20,000.00	-20,000.00	
Total 7337-00 · Carson River Restoration	151,962.04	370,000.00	-218,037.96	41.1%
7404-00 · Noxious Weeds Control-CR Wtrshd		75,000.00	-75,000.00	
7406-00 · 208 Water Quality Mgmt. Plan				
7406-03 · LID Implementation 2018-12/2020	7,689.88		7,689.88	100.0%
7406-00 · 208 Water Quality Mgmt. Plan - Other		1,210.00	-1,210.00	
Total 7406-00 · 208 Water Quality Mgmt. Plan	7,689.88	1,210.00	6,479.88	635.5%
7437-00 · FEMA MAS #9				
7437-01 · South Dayton Valley ADMP(JEF)	9,061.86		9,061.86	100.0%
7437-02 · North CC ADMP (MB)	4,589.07		4,589.07	100.0%
7437-03 · Pinenut Cr. Restudy-Remap.(HDR)	12,299.71		12,299.71	100.0%
7437-04 · Flood Awareness	4,000.00		4,000.00	100.0%
7437-00 · FEMA MAS #9 - Other	117.44	66,824.00	-66,706.56	0.2%
Total 7437-00 · FEMA MAS #9	30,068.08	66,824.00	-36,755.92	45.0%
7438-00 · BOR WaterSMART Market Program				
7438-01 · Water Mktg Study-LUMOS 2019-21				
7438-02 · BOR WaterSmart-LUMOS MATCH	4,554.05		4,554.05	100.0%
7438-01 · Water Mktg Study-LUMOS 2019-21 - Other	35,044.05	53,078.00	-18,033.95	66.0%

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CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND
Profit & Loss Budget vs. Actual
July 2020 through March 2021

	Jul '20 - Mar 21	Budget	\$ Over Budget	% of Budget
Total 7438-01 · Water Mktg Study-LUMOS 2019-21	39,598.10	53,078.00	-13,479.90	74.6%
Total 7438-00 · BOR WaterSMART Market Program	39,598.10	53,078.00	-13,479.90	74.6%
7439-00 · FEMA MAS #10				
7439-01 · Carson Valley Flood Model (HDR)	5,716.94		5,716.94	100.0%
7439-02 · West CC Study (Kimley-Horn)	63,789.57		63,789.57	100.0%
7439-03 · RuhenStroth ADMP (Fuller)	26,979.65		26,979.65	100.0%
7439-04 · Ch Cty Flood Maps (Precision)	1,107.50		1,107.50	100.0%
7439-05 · Ch Cty Flood Maps (HDR)	98,522.54		98,522.54	100.0%
7439-00 · FEMA MAS #10 - Other	1,030.91	297,642.00	-296,611.09	0.3%
Total 7439-00 · FEMA MAS #10	197,147.11	297,642.00	-100,494.89	66.2%
7440-00 · FEMA - MAS #11	100.80		100.80	100.0%
7500-00 · USGS Stream Gage Contract				
7500-03 · USGS Stream Flow Gauges 2019-21	39,202.67		39,202.67	100.0%
7500-00 · USGS Stream Gage Contract - Other		78,405.00	-78,405.00	
Total 7500-00 · USGS Stream Gage Contract	39,202.67	78,405.00	-39,202.33	50.0%
7508-00 · USGS Do.Co.WQ & GW Monitoring				
7508-03 · DoCo WQ/GW Mon. 2019-21	8,445.17	16,890.00	-8,444.83	50.0%
Total 7508-00 · USGS Do.Co.WQ & GW Monitoring	8,445.17	16,890.00	-8,444.83	50.0%
7524-00 · USGS-GW Lvl & WQ in Ch.Co.				
7524-02 · USGS-GW Lvl & WQ-ChCo 2018-22	2,157.50	5,680.00	-3,522.50	38.0%
Total 7524-00 · USGS-GW Lvl & WQ in Ch.Co.	2,157.50	5,680.00	-3,522.50	38.0%
7526-01 · USGS Middle Carson GW 2020-21	3,812.50	15,250.00	-11,437.50	25.0%
7600-00 · Alpine County Projects				
7600-09 · Al.Co.-CASGEM		5.00	-5.00	
7600-10 · Al.Co.-Mesa GW Monitoring	40.32		40.32	100.0%
7600-12 · AWG Programs 2020-21	12,500.00	25,000.00	-12,500.00	50.0%
Total 7600-00 · Alpine County Projects	12,540.32	25,005.00	-12,464.68	50.2%
7610-00 · Douglas County Projects				
7610-10 · Do.Co.Reg.Pipeline Debt Service	125,000.00	125,000.00		100.0%
Total 7610-00 · Douglas County Projects	125,000.00	125,000.00		100.0%
7620-00 · Carson City Projects				
7620-11 · CC Reg.Pipeline Debt Service	62,500.00	125,000.00	-62,500.00	50.0%
Total 7620-00 · Carson City Projects	62,500.00	125,000.00	-62,500.00	50.0%
7640-00 · Churchill County Projects				
7640-09 · Lahontan Vly.Wtr.Lvl. 2018-21	3,890.00	20,000.00	-16,110.00	19.5%
7640-18 · Dixie Vlt Wtr Lvl Meas 2019-22	4,315.00	21,000.00	-16,685.00	20.5%
7640-19 · TCID-Diversion Dam Gates 20-21		15,000.00	-15,000.00	
Total 7640-00 · Churchill County Projects	8,205.00	56,000.00	-47,795.00	14.7%
Total Expense	1,197,660.18	2,176,637.00	-978,976.82	55.0%
Net Ordinary Income	370,907.49	20,590.13	350,317.36	1,801.4%
Other Income/Expense				
Other Income				
8005-00 · Beginning Equity		642,848.30	-642,848.30	
Total Other Income		642,848.30	-642,848.30	
Other Expense				
8002-00 · Transfer Out-Acq/Const Fund	145,000.00	145,000.00		100.0%
8008-00 · Preliminary Planning		385,000.00	-385,000.00	
Total Other Expense	145,000.00	530,000.00	-385,000.00	27.4%

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CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Profit & Loss Budget vs. Actual

July 2020 through March 2021

	<u>Jul '20 - Mar 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Net Other Income	-145,000.00	112,848.30	-257,848.30	-128.5%
Net Income	<u>225,907.49</u>	<u>133,438.43</u>	<u>92,469.06</u>	<u>169.3%</u>

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

04/11/21

Profit & Loss YTD Comparison

Cash Basis

March 2021

	Mar 21	Jul '20 - Mar 21
Ordinary Income/Expense		
Income		
5008-00 · Alpine Co. Joint Powers contrib		10,897.74
5009-00 · Churchill County Ad Valorem		139,615.51
5010-00 · Lyon County Ad Valorem		134,004.98
5011-00 · Douglas County Ad Valorem	69,489.55	566,983.17
5012-00 · Carson City Ad Valorem		351,607.80
5022-00 · Water Lease - Mud Lake		
5023-00 · Water Lease-Lost Lakes		804.00
5031-00 · Interest Income-LGIP Reg.	222.35	2,694.13
5050-00 · Watershed Coordinator Grant		
5050-13 · NDEP-WS Coord IV 2019-2022		38,757.52
Total 5050-00 · Watershed Coordinator Grant		38,757.52
5058-00 · 208 Water Quality Plan		
5058-04 · NDEP-LID Implementation 2018-20		10,013.22
Total 5058-00 · 208 Water Quality Plan		10,013.22
5060-00 · Misc. Income		13.04
5082-00 · Alpine Co.-CASGEM Grant		
5083-00 · Al.Co.-Mesa GW Monitoring Grant		637.35
5096-00 · NFWF-Weed Mgmt.		
5100-00 · NDEP -Drone Grant		17,903.47
6003-00 · FEMA-MAS #9		52,910.25
6004-00 · BOR WaterSMART Grant		19,829.70
6005-00 · FEMA - MAS # 10	27,576.23	211,669.84
6006-00 · FEMA-MAS #11		10,225.95
Total Income	97,288.13	1,568,567.67
Expense		
7015-00 · Salaries & Wages	32,510.79	287,077.53
7020-00 · Employee Benefits	12,713.63	111,445.03
7021-00 · Workers Comp Ins.		
7101-00 · Director's Fees		
7101-01 · Director Benefits	31.32	106.72
7101-02 · Director's Fees-Alpine Co.	400.00	1,120.00
7101-00 · Director's Fees - Other	2,160.00	7,360.00
Total 7101-00 · Director's Fees	2,591.32	8,586.72
7102-00 · Insurance		4,934.79
7103-00 · Office Supplies	393.09	1,044.19
7104-00 · Postage	174.50	923.05
7105-00 · Rent	3,146.00	28,314.00
7106-00 · Telephone/Internet	924.15	4,540.64
7107-00 · Travel-transport/meals/lodging		
7107-02 Staff Indirect Mileage		144.51
7107-01 · Car Allowance	500.00	1,533.21
7107-00 · Travel-transport/meals/lodging - Other	94.34	468.66
Total 7107-00 · Travel-transport/meals/lodging	594.34	2,146.38
7108-00 · Dues & Publications	105.00	1,077.00
7110-00 · Seminars & Education		464.99
7111-00 · Office Equipment		1,264.91
7112-00 · Bank Charges	34.65	59.65
7114-00 · Outside Professional Services		3,708.33
7115-00 · Accounting		14,818.00
7116-00 · Legal	2,000.00	16,000.00
7117-00 · Lost Lakes Expenses	7,545.00	8,966.91
7118-00 · Mud Lake O & M	1,034.51	1,034.51
7120-00 · Integrated Watershed Programs		
7120-33 · Watershed Coord IV 2019-22		
7120-34 · WS Coord Grant MATCH 2019-21		
7120-37 · WS COORD MATCH - NEON		4,500.00
Total 7120-34 · WS Coord Grant MATCH 2019-21		4,500.00
7120-38 · WS COORD-REIMBURSABLE		
7120-39 · WS COORD REIMB - Travel		94.30
Total 7120-38 · WS COORD-REIMBURSABLE		94.30

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CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Profit & Loss YTD Comparison

March 2021

	Mar 21	Jul '20 - Mar 21
7120-33 · Watershed Coord IV 2019-22 - Other	148.33	761.15
Total 7120-33 · Watershed Coord IV 2019-22	148.33	5,355.45
Total 7120-00 · Integrated Watershed Programs	148.33	5,355.45
7126-00 · NDEP Drone Sub-Grant 2020		372.34
7215-00 · Sierra NV Journeys-Family Night		
7332-00 · Carson River Work Days		
7332-05 · CR Work Days 2019-20		
7332-06 · CR Work Days 2020-21		7,096.59
Total 7332-00 · Carson River Work Days		7,096.59
7337-00 · Carson River Restoration		
7337-01 · Carson Valley Conserv District		
7337-20 · CVCD Genoa Bank EXTENDED		80,522.67
7337-25 · CVCD - Bioengineering 2020-21	21,233.22	34,156.52
7337-26 · CVCD - Westwood Channel 2020-21	21,491.02	37,282.85
Total 7337-01 · Carson Valley Conserv District	42,724.24	151,962.04
7337-03 · Dayton Valley Conserv		
7337-33 · DVCD--Restoration 2017-20 EXT		
7337-34 · DVCD Bank Stab/Dayton Br (EXT)		
Total 7337-03 · Dayton Valley Conserv		
Total 7337-00 · Carson River Restoration	42,724.24	151,962.04
7404-00 · Noxious Weeds Control-CR Wtrshd		
7404-01 · Noxious Weed Control-Alpine Co.		
7404-02 · Noxious Weed Control-Douglas Co		
7404-03 · Noxious Weed Control-CarsonCity		
7404-04 · Noxious Weed Control-Lyon Co.		
7404-05 · Noxious Weed Control-Churchill		
Total 7404-00 · Noxious Weeds Control-CR Wtrshd		
7406-00 · 208 Water Quality Mgmt. Plan		
7406-03 · LID Implementation 2018-12/2020		7,689.88
Total 7406-00 · 208 Water Quality Mgmt. Plan		7,689.88
7437-00 · FEMA MAS #9		
7437-01 · South Dayton Valley ADMP(JEF)		9,061.86
7437-02 · North CC ADMP (MB)		4,589.07
7437-03 · Pinenut Cr. Restudy-Remap.(HDR)		12,299.71
7437-04 · Flood Awareness		
7437-41 · River Wranglers-FAW		
7437-04 · Flood Awareness - Other		4,000.00
Total 7437-04 · Flood Awareness		4,000.00
7437-00 · FEMA MAS #9 - Other	0.60	117.44
Total 7437-00 · FEMA MAS #9	0.60	30,068.08
7438-00 · BOR WaterSMART Market Program		
7438-01 · Water Mktg Study-LUMOS 2019-21		
7438-02 · BOR WaterSmart-LUMOS MATCH		4,554.05
7438-01 · Water Mktg Study-LUMOS 2019-21 - Other	9,009.70	35,044.05
Total 7438-01 · Water Mktg Study-LUMOS 2019-21	9,009.70	39,598.10
Total 7438-00 · BOR WaterSMART Market Program	9,009.70	39,598.10
7439-00 · FEMA MAS #10		
7439-01 · Carson Valley Flood Model (HDR)		5,716.94
7439-02 · West CC Study (Kimley-Horn)	6,212.57	63,789.57
7439-03 · RuhenStroth ADMP (Fuller)		26,979.65
7439-04 · Ch Cty Flood Maps (Precision)		1,107.50
7439-05 · Ch Cty Flood Maps (HDR)	20,456.24	98,522.54
7439-00 · FEMA MAS #10 - Other	353.81	1,030.91
Total 7439-00 · FEMA MAS #10	27,022.62	197,147.11
7440-00 · FEMA - MAS #11	4.21	100.80
7500-00 · USGS Stream Gage Contract		
7500-03 · USGS Stream Flow Gauges 2019-21		39,202.67

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

04/11/21

Profit & Loss YTD Comparison

Cash Basis

March 2021

	Mar 21	Jul '20 - Mar 21
Total 7500-00 · USGS Stream Gage Contract		39,202.67
7508-00 · USGS Do.Co.WQ & GW Monitoring		
7508-03 · DoCo WQ/GW Mon. 2019-21		8,445.17
Total 7508-00 · USGS Do.Co.WQ & GW Monitoring		8,445.17
7524-00 · USGS-GW Lvl & WQ in Ch.Co.		
7524-02 · USGS-GW Lvl & WQ-ChCo 2018-22		2,157.50
Total 7524-00 · USGS-GW Lvl & WQ in Ch.Co.		2,157.50
7526-00 · USGS-Eagle/Dayt/Ch.Vly. 2016-20		
7526-01 · USGS Middle Carson GW 2020-21		3,812.50
7600-00 · Alpine County Projects		
7600-10 · Al.Co.-Mesa GW Monitoring		40.32
7600-12 · AWG Programs 2020-21		12,500.00
Total 7600-00 · Alpine County Projects		12,540.32
7610-00 · Douglas County Projects		
7610-10 · Do.Co.Reg.Pipeline Debt Service		125,000.00
Total 7610-00 · Douglas County Projects		125,000.00
7620-00 · Carson City Projects		
7620-11 · CC Reg.Pipeline Debt Service		62,500.00
7620-16 · CC Reuse Master Plan 2019-20		
Total 7620-00 · Carson City Projects		62,500.00
7640-00 · Churchill County Projects		
7640-09 · Lahontan Vly.Wtr.Lvl. 2018-21		3,890.00
7640-18 · Dixie Vlt Wtr Lvl Meas 2019-22		4,315.00
Total 7640-00 · Churchill County Projects		8,205.00
Total Expense	142,676.68	1,197,660.18
Net Ordinary Income	-45,388.55	370,907.49
Other Income/Expense		
Other Income		
8009-00 · Trans. In-Floodplain Mgmt. Fd.		
8009-02 · Flood Project Along SR88-Minden		
Total 8009-00 · Trans. In-Floodplain Mgmt. Fd.		
Total Other Income		
Other Expense		
8002-00 · Transfer Out-Acq/Const Fund		145,000.00
Total Other Expense		145,000.00
Net Other Income		-145,000.00
Net Income	-45,388.55	225,907.49

AGENDA ITEM #8

PAYMENT OF BILLS

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Cash Basis

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND
Transaction Detail by Account
March 2021

Type	Date	Num	Name	Memo	Paid Amount	Balance
1013-00 · Cash in Checking - U. S. Bank						
Check	03/01/2021	10192	Euronev, Ltd.	March 2021 Rent	-3,146.00	-3,146.00
Check	03/03/2021	10193	Carson Valley Conservation District	Contract #20-5	-21,233.22	-24,379.22
Check	03/03/2021	10194	Carson Valley Conservation District	Contract #20-6	-21,491.02	-45,870.24
Check	03/03/2021	10195	Carson City	CWSD Payroll #5	-23,393.31	-69,263.55
Deposit	03/19/2021			Deposit	69,489.55	226.00
Check	03/21/2021	10196	Lumos & Assoc., Inc.	Inv#107732 Proj#9834	-9,009.70	-8,783.70
Check	03/21/2021	10197	Kimley-Horn & Associates, Inc.	Inv.#18192740 Project #291417000.1	-6,212.57	-14,996.27
Check	03/21/2021	10198	HDR Engineering, Inc.	Inv. #1200334305	-20,456.24	-35,452.51
Check	03/21/2021	10199	David Griffith	AlCo FEB/MAR Director Fees	-240.00	-35,692.51
Check	03/21/2021	10200	January Riddle	AlCo FEB/MAR Director Fees	-160.00	-35,852.51
Check	03/21/2021	10201	Konica Minolta Business Solutions U...	Acct#3091	-101.04	-35,953.55
Check	03/21/2021	10202	King & Russo, Ltd.	Professional Services FEB 2021	-2,000.00	-37,953.55
Check	03/21/2021	10203	Charter Communications	Acct#8354110010917880	-719.88	-38,673.43
Check	03/21/2021	10204	Bank of America	FEB 2021; Acct. #4024 4910 0003 3949	-610.59	-39,284.02
Check	03/21/2021	10205	Carson City	CWSD Payroll #6	-23,415.41	-62,699.43
Check	03/23/2021	ACH	Bank of America	MAR 2021; Acct. #4024 4910 0003 3949	-10.00	-62,709.43
Check	03/28/2021	10206	Assn. of State Floodplain Managers	2021 Conf Reg/Neddenriep	-350.00	-63,059.43
Check	03/28/2021	10207	American Water Works Assn.	#0096512 Dues-Neddenriep	-105.00	-63,164.43
Check	03/28/2021	10208	Ken Gray	1st Qtr Mileage	-19.34	-63,183.77
Check	03/28/2021	10209	Jack Jacobs	1st Qtr Mileage	-22.05	-63,205.82
Check	03/28/2021	10210	Mike Workman	1st Qtr Mileage	-13.41	-63,219.23
Check	03/28/2021	10211	Bank of America	MAR 2021; Acct. #4024 4910 0003 3949	-241.83	-63,461.06
Check	03/28/2021	10212	Department of Water Resources	Inv.#1800141339 Cust#3565 Dam Fees	-7,545.00	-71,006.06
Check	03/28/2021	10213	Water Master	Mud Lake Water Right 2020-21	-1,034.51	-72,040.57
Check	03/28/2021	10214	Katherine Smith	1st Quarter Mileage	-39.54	-72,080.11
Deposit	03/30/2021			Deposit	27,576.23	-44,503.88
Total 1013-00 · Cash in Checking - U. S. Bank					-44,503.88	-44,503.88
1014-00 · Local Gov't Inv. Pool-Regular						
Deposit	03/01/2021			Interest	222.35	222.35
Total 1014-00 · Local Gov't Inv. Pool-Regular					222.35	222.35
3307-00 · CC Payroll Due						
Check	03/03/2021	10195	Carson City	Payroll #5 (2/12/2021-2/25/2021)	23,393.31	23,393.31
General Jo...	03/07/2021			Payroll #5 2/12/2021-2/25/2021)	-23,393.31	
Check	03/21/2021	10205	Carson City	Payroll #6 (2/26/2021-3/11/2021)	23,415.41	23,415.41
General Jo...	03/21/2021			Payroll #7 (3/12/2021-3/25/2021)	-24,522.43	-1,107.02
Total 3307-00 · CC Payroll Due					-1,107.02	-1,107.02
5011-00 · Douglas County Ad Valorem						
Deposit	03/19/2021	714972	Douglas County Treasurer	FEB 2021 Ad Vaolrem Taxes	-69,489.55	-69,489.55
Total 5011-00 · Douglas County Ad Valorem					-69,489.55	-69,489.55
5031-00 · Interest Income-LGIP Reg.						
Deposit	03/01/2021			Interest	-222.35	-222.35
Total 5031-00 · Interest Income-LGIP Reg.					-222.35	-222.35
6005-00 · FEMA - MAS # 10						
Deposit	03/30/2021		FEMA	Draw 16	-27,576.23	-27,576.23
Total 6005-00 · FEMA - MAS # 10					-27,576.23	-27,576.23
7015-00 · Salaries & Wages						
General Jo...	03/07/2021			Salary Payroll #5 Fryer	2,829.71	2,829.71
General Jo...	03/07/2021			Salary Payroll #5 Hunt	2,815.76	5,645.47
General Jo...	03/07/2021			Salary Payroll #5 James	5,643.70	11,289.17
General Jo...	03/07/2021			Salary Payroll #5 Neddenriep	2,112.09	13,401.26
General Jo...	03/07/2021			Salary Payroll #5 Schambra	2,432.70	15,833.96
General Jo...	03/21/2021			Salary Payroll #7 Fryer	3,213.07	19,047.03
General Jo...	03/21/2021			Salary Payroll #7 Hunt	3,234.02	22,281.05
General Jo...	03/21/2021			Salary Payroll #7 James	5,643.70	27,924.75
General Jo...	03/21/2021			Salary Payroll #7 Neddenriep	2,153.33	30,078.08
General Jo...	03/21/2021			Salary Payroll #7 Schambra	2,432.71	32,510.79
Total 7015-00 · Salaries & Wages					32,510.79	32,510.79
7020-00 · Employee Benefits						
General Jo...	03/07/2021			Benies Payroll #5 Fryer	450.26	450.26
General Jo...	03/07/2021			Benies Payroll #5 Hunt	1,407.89	1,858.15
General Jo...	03/07/2021			Benies Payroll #5 James	2,298.89	4,157.04
General Jo...	03/07/2021			Benies Payroll #5 Neddenriep	1,051.19	5,208.23
General Jo...	03/07/2021			Benies Payroll #5 Schambra	1,046.04	6,254.27
General Jo...	03/21/2021			Benies Payroll #7 Fryer	514.28	6,768.55
General Jo...	03/21/2021			Benies Payroll #7 Hunt	1,536.30	8,304.85
General Jo...	03/21/2021			Benies Payroll #7 James	2,298.89	10,603.74

For internal & discussion purposes only.

11:44 AM

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

04/11/21

Transaction Detail by Account

Cash Basis

March 2021

Type	Date	Num	Name	Memo	Paid Amount	Balance
General Jo...	03/21/2021			Benies Payroll #7 Neddenriep	1,063.85	11,667.59
General Jo...	03/21/2021			Benies Payroll #7 Schambra	1,046.04	12,713.63
Total 7020-00 · Employee Benefits					12,713.63	12,713.63
7101-00 · Director's Fees						
7101-01 · Director Benefits						
General Jo...	03/07/2021			Director Benies Payroll #5 Gardner	2.32	2.32
General Jo...	03/07/2021			Director Benies Payroll #5 Giomi	2.32	4.64
General Jo...	03/07/2021			Director Benies Payroll #5 Gray	1.16	5.80
General Jo...	03/07/2021			Director Benies Payroll #5 Jacobs	1.16	6.96
General Jo...	03/07/2021			Director Benies Payroll #5 Nelson	2.32	9.28
General Jo...	03/07/2021			Director Benies Payroll #5 Olsen		9.28
General Jo...	03/07/2021			Director Benies Payroll #5 Schank	2.32	11.60
General Jo...	03/07/2021			Director Benies Payroll #5 Schuette	1.16	12.76
General Jo...	03/07/2021			Director Benies Payroll #5 Stodieck	1.16	13.92
General Jo...	03/07/2021			Director Benies Payroll #5 Workman	1.16	15.08
General Jo...	03/21/2021			Director Benies Payroll #7 Gardner	1.16	16.24
General Jo...	03/21/2021			Director Benies Payroll #7 Giomi	1.16	17.40
General Jo...	03/21/2021			Director Benies Payroll #7 Gray	1.16	18.56
General Jo...	03/21/2021			Director Benies Payroll #7 Jacobs	2.32	20.88
General Jo...	03/21/2021			Director Benies Payroll #7 Nelson	1.16	22.04
General Jo...	03/21/2021			Director Benies Payroll #7 Olsen	1.16	23.20
General Jo...	03/21/2021			Director Benies Payroll #7 Schank	2.32	25.52
General Jo...	03/21/2021			Director Benies Payroll #7 Schuette	2.32	27.84
General Jo...	03/21/2021			Director Benies Payroll #7 Stodieck	1.16	29.00
General Jo...	03/21/2021			Director Benies Payroll #7 Workman	2.32	31.32
Total 7101-01 · Director Benefits					31.32	31.32
7101-02 · Director's Fees-Alpine Co.						
Check	03/21/2021	10199	David Griffith	FEB Alpine Cty Director Fee	80.00	80.00
Check	03/21/2021	10199	David Griffith	MAR Alpine Cty Director Fee	80.00	160.00
Check	03/21/2021	10199	David Griffith	3/1/21 Finance Comm Mtg.	80.00	240.00
Check	03/21/2021	10200	January Riddle	FEB AICo Director Fee	80.00	320.00
Check	03/21/2021	10200	January Riddle	MAR AICo Director Fee	80.00	400.00
Total 7101-02 · Director's Fees-Alpine Co.					400.00	400.00
7101-00 · Director's Fees - Other						
General Jo...	03/07/2021			Director Fee Payroll #5 Gardner	160.00	160.00
General Jo...	03/07/2021			Director Fee Payroll #5 Giomi	160.00	320.00
General Jo...	03/07/2021			Director Fee Payroll #5 Gray	80.00	400.00
General Jo...	03/07/2021			Director Fee Payroll #5 Jacobs	80.00	480.00
General Jo...	03/07/2021			Director Fee Payroll #5 Nelson	160.00	640.00
General Jo...	03/07/2021			Director Fee Payroll #5 Olsen		640.00
General Jo...	03/07/2021			Director Fee Payroll #5 Schank	160.00	800.00
General Jo...	03/07/2021			Director Fee Payroll #5 Schuette	80.00	880.00
General Jo...	03/07/2021			Director Fee Payroll #5 Stodieck	80.00	960.00
General Jo...	03/07/2021			Director Fee Payroll #5 Workman	80.00	1,040.00
General Jo...	03/21/2021			Director Fee Payroll #7 Gardner	80.00	1,120.00
General Jo...	03/21/2021			Director Fee Payroll #7 Giomi	80.00	1,200.00
General Jo...	03/21/2021			Director Fee Payroll #7 Gray	80.00	1,280.00
General Jo...	03/21/2021			Director Fee Payroll #7 Jacobs	160.00	1,440.00
General Jo...	03/21/2021			Director Fee Payroll #7 Nelson	80.00	1,520.00
General Jo...	03/21/2021			Director Fee Payroll #7 Olsen	80.00	1,600.00
General Jo...	03/21/2021			Director Fee Payroll #7 Schank	160.00	1,760.00
General Jo...	03/21/2021			Director Fee Payroll #7 Schuette	160.00	1,920.00
General Jo...	03/21/2021			Director Fee Payroll #7 Stodieck	80.00	2,000.00
General Jo...	03/21/2021			Director Fee Payroll #7 Workman	160.00	2,160.00
Total 7101-00 · Director's Fees - Other					2,160.00	2,160.00
Total 7101-00 · Director's Fees					2,591.32	2,591.32
7103-00 · Office Supplies						
Check	03/21/2021	10201	Konica Minolta Business Solutions U...	FEB Copies	101.04	101.04
Check	03/21/2021	10204	Bank of America	Adobe Acrobat 2020 Software	449.00	550.04
General Jo...	03/28/2021			March Copies	-156.95	393.09
Total 7103-00 · Office Supplies					393.09	393.09
7104-00 · Postage						
Check	03/21/2021	10204	Bank of America	FEB -Postage	79.10	79.10
Check	03/28/2021	10211	Bank of America	MAR -Postage	95.40	174.50
Total 7104-00 · Postage					174.50	174.50
7105-00 · Rent						
Check	03/01/2021	10192	Euronev, Ltd.	March 2021 Rent	3,146.00	3,146.00

11:44 AM
04/11/21
Cash Basis

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND
Transaction Detail by Account
March 2021

Type	Date	Num	Name	Memo	Paid Amount	Balance
Total 7105-00 · Rent					3,146.00	3,146.00
7106-00 · Telephone/Internet						
Check	03/21/2021	10203	Charter Communications	FEB Phone/Internet Svcs.	359.94	359.94
Check	03/21/2021	10203	Charter Communications	MAR Phone/Internet Svcs.	359.94	719.88
Check	03/21/2021	10204	Bank of America	FEB ZOOM.US	14.99	734.87
Check	03/21/2021	10204	Bank of America	FEB -Microsoft Internet	62.50	797.37
Check	03/21/2021	10204	Bank of America	FEB - Microsoft 365	5.00	802.37
Check	03/23/2021	ACH	Bank of America	MAR ZOOM.US (paid via ACH/min pymt)	10.00	812.37
Check	03/28/2021	10211	Bank of America	MAR ZOOM.US	44.28	856.65
Check	03/28/2021	10211	Bank of America	MAR -Microsoft Internet	62.50	919.15
Check	03/28/2021	10211	Bank of America	MAR - Microsoft 365	5.00	924.15
Total 7106-00 · Telephone/Internet					924.15	924.15
7107-00 · Travel-transport/meals/lodging						
7107-01 · Car Allowance						
General Jo...	03/07/2021			Car Allowance Payroll #5 James	250.00	250.00
General Jo...	03/21/2021			Car Allowance Payroll #7 James	250.00	500.00
Total 7107-01 · Car Allowance					500.00	500.00
7107-00 · Travel-transport/meals/lodging - Other						
Check	03/28/2021	10208	Ken Gray	1st Qtr Mileage	19.34	19.34
Check	03/28/2021	10209	Jack Jacobs	1st Qtr Mileage	22.05	41.39
Check	03/28/2021	10210	Mike Workman	1st Qtr Mileage	13.41	54.80
Check	03/28/2021	10214	Katherine Smith	1st Quarter Mileage Reimbursement	39.54	94.34
Total 7107-00 · Travel-transport/meals/lodging - Other					94.34	94.34
Total 7107-00 · Travel-transport/meals/lodging					594.34	594.34
7108-00 · Dues & Publications						
Check	03/28/2021	10207	American Water Works Assn.	Annual Dues - Debbie Neddenriep (6/1/2021-5/31/20...	105.00	105.00
Total 7108-00 · Dues & Publications					105.00	105.00
7112-00 · Bank Charges						
Check	03/28/2021	10211	Bank of America	Bank Fees (to be reversed April Stmt)	34.65	34.65
Total 7112-00 · Bank Charges					34.65	34.65
7116-00 · Legal						
Check	03/21/2021	10202	King & Russo, Ltd.	Professional Services FEB 2021	2,000.00	2,000.00
Total 7116-00 · Legal					2,000.00	2,000.00
7117-00 · Lost Lakes Expenses						
Check	03/28/2021	10212	Department of Water Resources	FY 21/22 Lost Lakes Dam Fees	7,545.00	7,545.00
Total 7117-00 · Lost Lakes Expenses					7,545.00	7,545.00
7118-00 · Mud Lake O & M						
Check	03/28/2021	10213	Water Master	Water Right - Mud Lake (Carson River Claimant #4...	1,034.51	1,034.51
Total 7118-00 · Mud Lake O & M					1,034.51	1,034.51
7120-00 · Integrated Watershed Programs						
7120-33 · Watershed Coord IV 2019-22						
General Jo...	03/28/2021			March Copies	148.33	148.33
Total 7120-33 · Watershed Coord IV 2019-22					148.33	148.33
Total 7120-00 · Integrated Watershed Programs					148.33	148.33
7337-00 · Carson River Restoration						
7337-01 · Carson Valley Conserv District						
7337-25 · CVCD - Bioengineering 2020-21						
Check	03/03/2021	10193	Carson Valley Conservation District	2-17-21 INV # 25 Contract #20-5	21,233.22	21,233.22
Total 7337-25 · CVCD - Bioengineering 2020-21					21,233.22	21,233.22
7337-26 · CVCD - Westwood Channel 2020-21						
Check	03/03/2021	10194	Carson Valley Conservation District	1/1/21-1/31/21 INV#3 Contract #20-6	21,491.02	21,491.02
Total 7337-26 · CVCD - Westwood Channel 2020-21					21,491.02	21,491.02
Total 7337-01 · Carson Valley Conserv District					42,724.24	42,724.24
Total 7337-00 · Carson River Restoration					42,724.24	42,724.24
7437-00 · FEMA MAS #9						
General Jo...	03/28/2021			March Copies	0.60	0.60

For internal & discussion purposes only.

11:44 AM
04/11/21
Cash Basis

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND
Transaction Detail by Account
March 2021

Type	Date	Num	Name	Memo	Paid Amount	Balance
Total 7437-00 · FEMA MAS #9					0.60	0.60
7438-00 · BOR WaterSMART Market Program						
7438-01 · Water Mktg Study-LUMOS 2019-21						
Check	03/21/2021	10196	Lumos & Assoc., Inc.	Professional Services 1/23/21-2/19/21	9,009.70	9,009.70
Total 7438-01 · Water Mktg Study-LUMOS 2019-21					9,009.70	9,009.70
Total 7438-00 · BOR WaterSMART Market Program					9,009.70	9,009.70
7439-00 · FEMA MAS #10						
7439-02 · West CC Study (Kimley-Horn)						
Check	03/21/2021	10197	Kimley-Horn & Associates, Inc.	FEMA 10-West CC ADP- Svcs thru Feb. 28, 2021	6,212.57	6,212.57
Total 7439-02 · West CC Study (Kimley-Horn)					6,212.57	6,212.57
7439-05 · Ch Cty Flood Maps (HDR)						
Check	03/21/2021	10198	HDR Engineering, Inc.	Churchill Cty Flood Maps 1/31/21-2/27/21	20,456.24	20,456.24
Total 7439-05 · Ch Cty Flood Maps (HDR)					20,456.24	20,456.24
7439-00 · FEMA MAS #10 - Other						
Check	03/28/2021	10206	Assn. of State Floodplain Managers	2021 ASFPM Virtual Conference (5/10/21-5/14/21)	350.00	350.00
General Jo...	03/28/2021			March Copies	3.81	353.81
Total 7439-00 · FEMA MAS #10 - Other					353.81	353.81
Total 7439-00 · FEMA MAS #10					27,022.62	27,022.62
7440-00 · FEMA - MAS #11						
General Jo...	03/28/2021			March Copies	4.21	4.21
Total 7440-00 · FEMA - MAS #11					4.21	4.21
TOTAL						

AGENDA ITEM #9

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: MARCH 17, 2021

SUBJECT: Agenda Item #9 – For Possible Action: Approval of Contract #2021-24
Kimley-Horn – Smelter Creek LOMR Study in an amount not to exceed
\$70,000

DISCUSSION: Kimley-Horn was selected to conduct the Smelter Creek LOMR Study. This project is being funded under the FEMA MAS 1 grant. Attached is the Agreement & Business Plan, Schedule, and costs.

STAFF RECOMMENDATION: Approve Contract #2021-24 with Kimley-Horn for Smelter Creek LOMR Study in an amount not to exceed \$70,000 as presented.

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Agreement

Carson Water Subconservancy District (hereinafter "**CWSD**") and KIMLEY-HORN AND ASSOCIATES, INC. (hereinafter "**KH**") hereby enter into an agreement whereby **KH** will complete the **Smelter Creek LOMR Project** in accordance with and subject to the following terms and conditions:

1) **ASSIGNMENT**

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

Complete the **Smelter Creek LOMR Project** which is further identified and described in Exhibit "A," and the compensation paid to KH for the Smelter Creek LOMR Project shall not exceed **\$70,000**.

2) **INDEMNITIES**

- (a) To the fullest extent permitted by law KH shall indemnify and hold harmless 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 KH, its officers, employees and agents.
- (b) CWSD will indemnify and hold KH harmless with respect to any claims or actions instituted by third parties which result from the use by KH of material furnished by CWSD or where material created by KH is substantially changed by CWSD. Information or data obtained by KH 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 KH, KH shall assist in the preparation of the defense of such action or proceeding and cooperate with CWSD and CWSD's attorneys. CWSD will reimburse KH any out-of-pocket costs KH 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 KH shall, during the performance of the services as provided herein, maintain insurance of the types and amounts specified, and with insurers satisfactory to the other party as follows:

- a) Comprehensive General Liability including \$1,000,000 per occurrence for bodily injury and property damage; \$1,000,000 Products/Completed Operations Aggregate; \$1,000,000 General Aggregate over all interests.
- b) Comprehensive Automobile Liability including coverage for owned, non-owned, and hired vehicles: \$1,000,000 Bodily Injury, \$1,000,000 Property Damage.
- c) KH 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) KH will submit monthly invoices with a description of activities preformed. KH shall have the right to suspend performance of its services upon notice to CWSD in the event that any of its invoices are past due.
- c) In the event of termination of this Agreement, the rights, duties, and responsibilities of KH 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 KH.



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5) **PERFORMANCE**

Should KH fail to perform any of the services provided for in Exhibit "A", CWSD shall notify KH of such non-performance and allow thirty (30) days for KH 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 - KH Business/technical plan of work

7) **INDEPENDENT CONTRACTOR**

KH 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**

Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blueprints, 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 KH (or its subcontractors) in performance of its obligations under this Agreement shall become the property of CWSD upon completion of the services and payment in full of all monies due to KH. Any modifications made by CWSD to any of KH's documents, or any use, partial use or reuse of the documents without written authorization or adaption by KH will be at CWSD's sole risk and without liability to KH, and CWSD shall indemnify, defend and hold KH harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. KH shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of KH'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 seven days' written notice of default or breach to the other party as follows:
 - (1) If KH 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 KH 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 KH becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - (4) KH shall have the right to terminate this Agreement upon seven days' written notice to CWSD upon breach by CWSD of any of its obligations under this Agreement. In the event of such termination, KH shall be paid for all services performed up to the effective date of the termination and all damages, if any, resulting from CWSD's breach of this Agreement.
- (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.

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- (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.
 - (2) KH shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the CWSD.
 - (3) KH shall execute documents and take actions necessary to effectuate an assignment of this Agreement if so requested by the CWSD; and
 - (4) KH shall preserve, protect, and deliver into CWSD possession all information, upon payment in full of all monies due to KH, in accordance with Section 8, Ownership.

10) **RIGHTS UPON TERMINATION**

Upon termination of this Agreement, KH shall, upon payment in full of all monies due to KH, 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 KH 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 KH 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. KH may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that KH thereby agrees to indemnify 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.: Geoff Brownell, P.E.
Kimley-Horn
7740 North 16th Street, Suite 300
Phoenix, AZ, 85020

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, act of God, pandemic, 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. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to

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circumstances that the Consultant does not control. Notwithstanding any other provision of this Agreement, KH shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of CWSD, third parties, or governmental agencies.

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:
Kimley Horn

Signature
Edwin D. James
General Manager

Date

Signature
Principal Engineer

Date



Carson Water Suconservancy District

Smelter Creek LOMR

BUSINESS/TECHNICAL PLAN OF WORK

Prepared March 23, 2021

Background

Carson Water Subconservancy District (CWSD) has tasked (KH) with developing a business/technical plan of work to complete a Letter of Map Revision (LOMR) for Smelter Creek and the community of Ruhenstroth in Douglas County. This work will continue Douglas County's ongoing efforts to restudy and remap approximate Zone A Floodplains throughout the Carson Valley.

Douglas County would like to restudy and remap the Smelter Creek Area to determine base flood elevation and more precise floodplain limits for the area. The goal of the floodplain remapping project is to restudy the Smelter Creek floodplain. There are many properties that are mapped in an unnumbered A flood zone and could likely be removed through a detailed study. Many of these properties in A Zone Floodplains in Ruhenstroth area are several feet above the base flood elevation of Smelter Creek when a detailed study is produced for a building permit and elevation certificate. The updated study and flood hazards will provide valuable information for residents and for floodplain administrators.

Objective

The objective of this project is to perform a LOMR for Smelter Creek for the project area extends from the outlet of the foothills to Highway 395. This reach corresponds with the lettered cross sections A through V on the existing FIRM Panel. This business/technical plan of work will include the necessary technical analysis and coordination with FEMA, Douglas County and CWSD to complete this task.

Task 1. Review of Existing Information/Data Collection

Under this task, KH will gather and review existing information on the system. Existing reports shall include the effective Flood Insurance Study (FIS), effective models and other FEMA data; the JE Fuller Ruhenstroth Area Drainage Master Plan draft reports and modeling; available topographic information; and any other reports that Douglas County provides.

Assumptions: Existing studies, effective models and supporting FIS data from FEMA will need to be requested. Any fees associated with data requests will be covered by CWSD.

Task 2. Site Visit and Survey

A site visit will be conducted to obtain additional necessary information. MAPCA Surveying, Inc. (MAPCA), a sub-contractor to KH will survey five (5) culverts (and degree of sediment blockage) along the mainstem of Smelter Creek. The survey will provide culvert inverts, headwalls, sediment deposits, and the top of the roadway. The survey will be in Nevada state plane coordinates with a vertical datum of NAVD88. A survey report will be signed and sealed by a registered surveyor showing the survey shots, pictures upstream and downstream of the culverts with electronic CAD files showing survey shots and point descriptions. This information will supplement the available LiDAR data and used in the hydraulic model.

A secondary purpose of the site visit will be to assess the geomorphic conditions of the creek and floodplain to ascertain whether there appears to be an alluvial fan hazard. The USACE previously identified this area as a potential alluvial fan hazard area. However, preliminary review of topographic data and historic imagery, and the existing FEMA study suggest that alluvial fan hazards are unlikely to impact the study. The field visit will help to resolve this question. The survey data and notes will be used in development of the hydraulic model.

Assumptions: We assume that the LiDAR available is of reasonable quality for use as a basemap in model development and mapping for FEMA. The survey will focus on hydraulic structures within the study area, and not basemap topography.

Task 3. Hydrologic and Hydraulic Analysis

KH will use available hydrology on the project. This may include either the peak discharges established in the FIS or by other completed studies of the region provided by Douglas County. Preliminary review of the effective FIS indicates that there are currently no peak discharge estimates for the 10-, 50-, or 500-year events. The JE Fuller Ruhenstroh Drainage Master Plan will be used as the basis for hydrology. The master plan only created the 25-year and 100-year hydrology. KH will only create the 10-year, 50-year, 500-year, and the 1% plus annual-chance storm hydrology by updating the FLO-2D model rainfall for each storm and rerun FLO-2D (Task 3A). Updates to the shaded Zone X will be made as appropriate.

HEC-RAS is a widely used and accepted hydraulic modeling software for floodplain studies. The current version of HEC-RAS has the capability of modeling a riverine system using one dimensional (1D) steady state, 1D unsteady state, and two dimensional (2D) unsteady state. 2D models offer the most detail of the three and are particularly useful in regions of flat topography and split flowpaths, as preliminary 2D modeling by others shows to be the case here.

FEMA currently lacks official guidance and regulations for 2D models (these are expected to be issued in November 2020), but KH has experience developing floodplains and floodways with 2D models and having those accepted by FEMA. The approval process is more complicated than with

1D models and will likely continue to vary among FEMA staff/regions until the formal guidance is released later this fall.

Due to the current state of flux regarding 2D models for FEMA work, we are proposing to remain flexible on the decision between traditional 1D modeling and a 2D model during the early stages of the project. After the site visit, we will have a better idea of the unique challenges of the site; additionally, FEMA will have issued or will be issuing shortly the formal guidance for 2D modeling. This optionality significantly reduces the uncertainty risk of the project with little impact on overall project schedule. The selection of the preferred modeling plan will be done in consultation with the client after the available data has been reviewed and summarized.

Once the model method is selected in consultation with Douglas County, the new hydraulic model will be created. This model will use the current effective model water surface elevation as the downstream boundary, and hydrology as noted above for the upstream inflow boundary. The model will include culverts along the mainstem of the creek and be calibrated to the extent practicable. To the best of our knowledge, calibration data may be limited or nonexistent due to lack of gages and other extreme storm data in the Smelter Creek basin. The existing effective models may provide the only water level data to check model results. Based on field work, only hydraulically significant culverts will be included in the model. Small driveway culverts or culverts that are clogged with sediment will be neglected in the model and documented in the report.

If a 1D model is pursued, it is expected that a Duplicate Effective Model will be required, followed by a Corrected Effective Model (if necessary) and an Existing Conditions Model. Modified steps would be required for the 2D model to ensure that the updated modeling will tie into the existing hazards. The potential effects of sediment on flood hazards will be considered, due to the high concentration of fine grain sediment previously documented in the system, and options such as flow bulking or blocking of culverts may be considered within the hydraulic analysis.

Assumptions: The extents of the mapped reach will be approximately from Highway 395 (FIS Cross-Section A) to the base of the foothills about a mile upstream of Mustang Lane (FIS Cross-Section V). The Floodway analysis is not included in this task. The existing hydrology will be adequate for this analysis. The high ground at the mount of the foothills, is either a certified structure or is not considered a levee. No mapping of a without levee condition or levee breach condition will be required. Alluvial fan modeling and mapping will not be required. A detailed sediment transport analysis for Smelter Creek LOMR is not included in this task.

Task 4. FEMA Mapping, Forms and Data Transfer

All data submittals for this project will be in close adherence to FEMA guidelines as outlined in Standards for Flood Risk Analysis and Mapping (FEMA 2019), and CWSD standards. As indicated in FEMA 2019, data and work products as part of this LOMR will follow the MT-2 process as

documented in the FEMA MT-2 document instructions, revised in 2018. All final submittals and responses will follow the guidance of CWSD and KH will upload the draft products to the MIP Work products that will be provided or produced by KH in this task for the initial submittal package are as follows:

- A LOMR narrative will be produced to document the project background and business/technical plan as well as the methodologies used for the engineering analysis.
- Completion of the required sections of the MT-2 Forms
- An annotated FIRM map will be produced that shows the revised boundary delineation of the base (1-percent annual-chance) floodplain, and how it ties into the boundary delineation shown on the effective FIRM at the downstream and upstream ends of the revised reach. Includes re-mapping of lettered cross-sections, if required.
- A certified topographic workmap with floodplain boundary delineation will be produced. This will consist of primarily data from the available LiDAR supplemented by the culvert survey.
- FEMA Profiles (Task 4A)
- The electronic files for the hydraulic model will be provided.
- Electronic GIS shapefiles
- As-built plans and/or survey data used to create the model will be provided.
- Operations and Maintenance Plan to FEMA (Task 4A)

This task provides time to address one round of FEMA comments on the LOMR materials. This task has been business/technical plan to provide support during the LOMR processing and coordination to address FEMA comments and request for additional information created from review of the initial submittal.

Assumptions: Endangered Species Act documentation is not required. Property owner notifications will be completed by CWSD or others. Since this is a LOMR based on new and improved data, there may be no FEMA review fee. If a fee is required, it will be paid by CWSD. No alluvial fan hazards will be defined. As part of the JE Fuller Ruhenstroh Drainage Master Plan, Douglas County will provide an operations and maintenance schedule/plan for Smelter Creek to be included in the LOMR submittal package. Only coordination time with Douglas County is included for the operations and maintenance plan.

Task 5. Project Management and Meetings

This task provides time for management of the project and meetings with the client throughout the process. KH will develop and present a PowerPoint Presentation that summarizes the study, major findings, and mapping impacts for Douglas County and CWSD.

OTHER EXCLUSIONS

- a. Geotechnical and environmental services are not included
- b. Sediment Transport Analysis
- c. Operations and Maintenance Plan

Kimley-Horn will perform the services in Tasks 1 - 5 for the total lump sum labor below. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at cost.

Task 1 Review of Existing Information/Data Collection	\$5,910
Task 2. Site Visit and Survey	\$10,220
Task 3. Hydrologic and Hydraulic Analysis	\$15,600
Task 3A: Hydrology (10-, 50, 500-year and 1% plus)	\$4,800
Task 4. FEMA Mapping, Forms and Data Transfer	\$21,900
Task 4A. Operations and Maintenance Plan Coordination	\$660
FEMA Profiles	\$4,600
Task 5. Project Management and Meetings	\$4,310
Expenses	\$2,000

Total Project Fee per Business/Technical Plan of Work

\$70,000

Schedule

Task	Start Date	End Date	MIP Task
Task 1 Review of Existing Information/Data Collection	May 1, 2021	June 30, 2021	Acquire Base Map
Task 2. Site Visit and Survey	May 1, 2021	June 30, 2021	Perform Field Survey/Develop Topographic Data
Task 3. Hydrologic and Hydraulic Analysis	June 1, 2021	August 31, 2021	Develop Hydrology/Hydraulic Data
Task 4. FEMA Mapping, Forms and Data Transfer	July 1, 2021	February 28, 2022	Perform Floodplain Mapping (and Redelineation)/Develop Flood Risk Products
LOMR Submittal Package	July 1, 2021	October 31, 2021	
FEMA Review	November 1, 2021	January 31, 2022	
Address Comments, Resubmit and Project Closeout	February 1, 2022	February 28, 2022	
Task 5. Project Management and Meetings	May 1, 2021	February 28, 2022	Project Management/Coordination

AGENDA ITEM #10

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: APRIL 21, 2021

SUBJECT: Agenda Item #10 – For Possible Action: Approval of Contract #2021-25
Michael Baker – Web Access System in an amount not to exceed \$160,000
& Hosting Infrastructure for 3-years at a fee of \$7,200 per year

DISCUSSION: Included in FEMA MAS 11 funding requests was a project to develop a web access platform where engineers, developers, and county staff could utilize the data from the various flood models that have been developed in the Carson River Watershed. Michael Baker is the engineering firm selected to conduct this project. Attached is the agreement and Business Plan, Schedule, and costs. This project is being funded through a grant from FEMA in an amount not to exceed \$160,000. Included in this agreement is a separate hosting and infrastructure annual fee of \$7,200 for 3 years. Costs and hosting location can be re-accessed at the end of the initial 3-year period. The separate yearly cost of \$7,200 for the hosting and infrastructure will be paid by CWSD from the *Outside Professional Services* General Fund account.

The Regional Water System & Flood Committee met on March 30, 2021 and voted unanimously to recommend the Board approve attached Contract #2021-25.

STAFF RECOMMENDATION: Approve Contract #2021-25 with Michael Baker for Web Access System in an amount not to exceed \$160,000 and Hosting Infrastructure for 3-years at a fee of \$7,200 per year as presented.



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Agreement

Carson Water Subconservancy District (hereinafter "**CWSD**") and **Michael Baker International** (hereinafter "**MB**") hereby enter into an agreement whereby **MB** will **develop a Web Access System for Flood Studies Data in the Carson River Watershed** in accordance with and subject to the following terms and conditions:

1) **ASSIGNMENT**

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

Develop a Web Access System for Flood Studies Data in the Carson River Watershed which is further identified and described in Exhibit "A," the compensation paid to MB for the Web Access System Development and Deployment shall not exceed **\$160,000**. A separate Hosting & Infrastructure annual fee shall not exceed **\$7,200** per year for 3 years. Costs and hosting location can be re-accessed at the end of the initial 3-year period.

2) **INDEMNITIES**

- (a) To the fullest extent permitted by law MB 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, arising out of any alleged negligent or willful acts or omissions of MB, its officers, employees and agents.
- (b) CWSD will indemnify and hold MB harmless with respect to any claims or actions instituted by third parties which result from the use by MB of material furnished by CWSD or where material created by MB is substantially changed by CWSD. Information or data obtained by MB 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 MB, MB shall assist in the preparation of the defense of such action or proceeding and cooperate with CWSD and CWSD's attorneys. CWSD will reimburse MB any out-of-pocket costs MB 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 MB shall, during the performance of the services as provided herein, maintain insurance of the types and amounts specified, and with insurers satisfactory to the other party as follows:

- a) Comprehensive General Liability including \$1,000,000 per occurrence for bodily injury and property damage; \$1,000,000 Products/Completed Operations Aggregate; \$1,000,000 General Aggregate over all interests.
- b) Comprehensive Automobile Liability including coverage for owned, non-owned, and hired vehicles: \$1,000,000 Bodily Injury, \$1,000,000 Property Damage.
- c) MB 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 **June 30, 2025** unless extended by written agreement of the parties.
- b) MB will submit monthly invoices with a description of activities preformed.
- c) In the event of termination of this Agreement, the rights, duties, and responsibilities of MB 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 MB.



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5) **PERFORMANCE**

Should MB fail to perform any of the services provided for in Exhibit "A", CWSD shall notify MB of such non-performance and allow thirty (30) days for MB 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: MB Business Technical Plan
- (b) Attachment A: MB Hosting & Infrastructure Fees Estimate

7) **INDEPENDENT CONTRACTOR**

MB 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**

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 MB (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 MB upon completion, termination, or cancellation of this Agreement. MB shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of MB'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 MB 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 MB 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 MB 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 MB'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.



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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) MB shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the CWSD;
- (3) MB shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by the CWSD; and
- (4) MB 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, MB 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 MB 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 MB 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. MB may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that MB 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.: Polly Boardman, PMP
Michael Baker International
5470 Kietzke Lane, Suite 208
Reno, NV 89511

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, act of God, pandemic, 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



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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:
Michael Baker International

Signature *Date*
Edwin D. James
General Manager

Signature *Date*
Polly Boardman
Project Manager

March 19, 2021

Exhibit A

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

Re: Business Plan for the Development of a Web Access System for Flood Studies Data Completed in the Carson River Watershed

Dear Mr. James:

After meeting with representatives from Carson Water Subconservancy District and the five counties in which the Carson River Watershed lies, Michael Baker International (Michael Baker) has prepared a business plan for the project. This plan includes the understood business technical plan for each of the six tasks outlined in Exhibit A from the RFQ; the schedule and timeline for the proposed tasks; and the fee, which will be a not-to-exceed lump sum in accordance with the RFQ. We have also included a cost estimate for infrastructure hosting, since our exploratory discussions have indicated that none of the participating counties are able to host the application.

We look forward to working closely with CWSD, the counties, consultants, developers, and stakeholders on developing a Web Access System that will be beneficial and user-friendly for accessing 2-D model results from Area Drainage Master Plans (ADMPs), flood mitigation studies, and LOMRs that have been conducted over the past several years.

Please provide feedback and updates to the attached plan in order for us to create a usable, interactive, long-term application to meet the needs of CWSD, the participating counties and stakeholders, and the public.

Sincerely,
MICHAEL BAKER INTERNATIONAL



Polly Boardman, PMP
Project Manager and Principal-in-Charge

Web Access System Business Plan

Project Purpose and Need

The primary purpose of the Web Access System (WAS) is to enable counties' staff, developers, and engineering firms the ability to utilize the hydrologic and hydraulic models that have already been developed for several drainages in the Carson River Watershed.

One of the advancements in the use of geographic data in the last decade is the integration of mapping information with the web. Many GIS layers are prepared with the intention of posting the geospatial and attribute data to a website for government or public consumption. The County agencies and the general public need mapping data but do not always have the luxury of a full-fledged geographic information system. The perfect solution is a website that displays mapping layers and information upon clicking or querying the layers. This allows non-technical users to gather information quickly and to trust that the data is accurate.

Michael Baker's application development group includes a web development team proficient in web-enabled development technologies, such as HTML5, JavaScript, ArcGIS API for JavaScript, Perl, etc. Our web development team creates custom websites to client specifications that are both public facing and/or internal to organizations accessed via log-in credentials. Michael Baker develops websites with desktop and mobile viewing in mind so that the sites can be properly displayed on any device. Michael Baker's GIS Analysts will team with our web developers to create aesthetically pleasing, easy to understand cartographic displays.

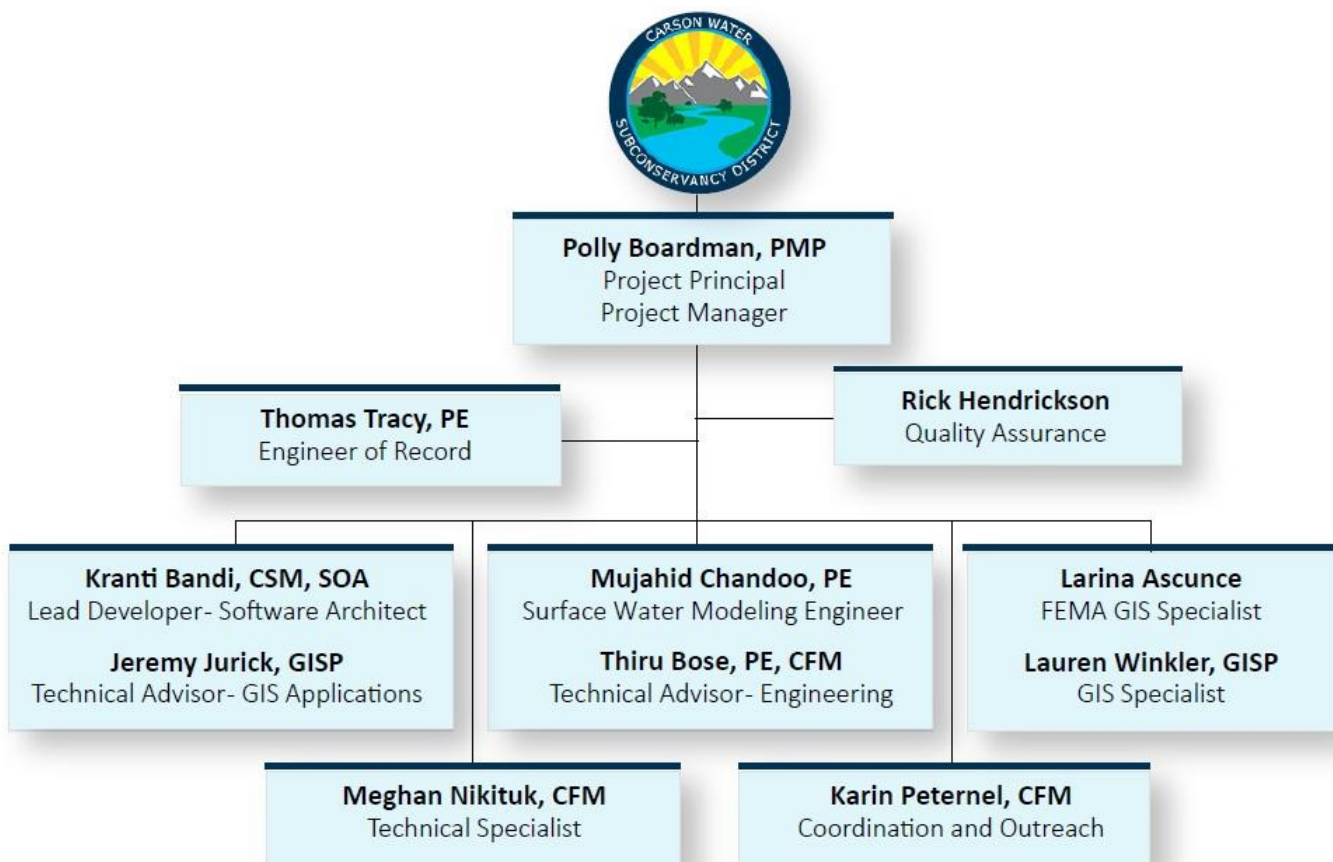
Project Services and Tasks

Task 1.0: Project Management

1.1 Project Manager

Michael Baker has identified Polly Boardman, PMP, from the Reno, Nevada office at 5470 Kietzke Ln., Suite 208, Reno, NV 89511 as the Project Manager. Polly has almost 20 years of GIS management experience in Northern Nevada. She will be the official point of contract between the client and consultant teams for all issues related to the project. As Principal-in-Charge in the Reno office and an Officer of the company, she will also be responsible and accountable for all contract issues and negotiations, as well as legally binding the company for contract agreements. Polly will be supported by the staffing plan as shown below in the organizational chart.

Deliverables: N/A



1.2 Project Coordination Meetings

Polly Boardman will schedule bi-weekly (every other week) project coordination meetings with the client team to keep the team informed and to ensure communication and collaboration throughout the duration of the project.

Deliverables:

- Recurring bi-weekly meeting invite

1.3 Invoicing

Polly Boardman will invoice the CWSD monthly with a percent complete estimate for each task. The invoice will be processed by Michael Baker on the first Tuesday of the following month and will be emailed or mailed to CWSD's point of contact, to be identified in the contracting process. The invoice each month will include a brief progress report per task.

Deliverables:

- Monthly invoice

Task 2.0: Develop System Architecture and Implementation Plan

2.1 System Architecture and Implementation Plan and Needs Assessment

This task has several purposes: to determine the data and functionality for the Web Access System, to develop an implementation plan, and to determine the system architecture. Because of the multitude of jurisdictions involved, the complexity of the functionality of the tool, and the extent of data input necessary, we find it beneficial to meet with the developers of the existing web access tools to provide us with some background and input. This is necessary

to ensure the scope is clear from the outset, due to the technical and programming complexity of this project. We recommend a minimum of one, two-hour meeting with the appropriate Flood Control District of Maricopa County staff, as well as any other developers that would be willing to participate.

Our intent is to fully understand the ultimate functionality desired by CWSD and the jurisdictions as a result of the review by CWSD staff of the Mohave County and Flood Control District of Maricopa County applications. Once the initial outline of the system and the functionality desired is established, Michael Baker will then meet with the jurisdictions individually (Storey, Lyon, Carson City, Douglas, and Churchill counties) or collectively over a series of 2-3 meetings to ensure that all jurisdictions understand what is being developed. In the event there are additional items that are desired to be included by the different counties, Michael Baker will work with CWSD staff to determine which of those additional inputs or functions will be included. We want to start out on the right foot – to make sure that what CWSD is envisioning is the ultimate product produced.

We understand this type of application and potential functionality is new to many of the participants; therefore, during these meetings, Michael Baker will inform the counties of the possibilities and will help to guide the discussions. A matrix will be created that identifies the expected functionality of each agency and highlights the overlapping needs. The matrix will be used to prioritize functionality and data that should be included in the application. In addition to functionality, these meetings will also be used to gather existing data sources and input on which data should be included in the application. The matrix will be included in a Needs' Assessment document to summarize the findings.

Dependent on the counties' needs, Michael Baker proposes one of these two options:

- ArcGIS Online Web Apps
- Custom Websites Hosted on Cloud or On-Premise

ArcGIS Online Web Apps

ArcGIS Online provides the functionality to create mapping websites that the public can easily understand and use. Typical functionality includes zooming, panning, identification of features, query of information, and location tracking. This functionality also crosses over to mobile platforms, both phones and tablets.

Custom Websites

Upon the outcome of the GIS web mapping needs assessment, Michael Baker may determine that ArcGIS Online is not the best solution for CWSD's web maps. Reasons for this may be as follows:

- Requirements for log-in privileges with varying rights per log-in
- Out-of-the-Box functionality does not meet needs

In this scenario, Michael Baker proposes creating a custom web mapping application for CWSD. Michael Baker will design and create the front-end of the website to CWSD's specifications, leveraging ArcGIS API for JavaScript. A focused implementation plan will then be developed, which will include the system architecture best suited for this application. A document will be developed that describes where the application will reside, the software and hardware required, and, at a high level, how they should be configured.

A final meeting will be a good time to circle back on feedback and revisions and to present the findings and recommendations.

Deliverables:

- Needs Assessment meetings
 - Background review meeting with CWSD and other agencies to establish overall functionality and intent
 - Follow up meeting with Michael Baker and CWSD staff to review suggested product
 - 1-2 Meetings with jurisdictions to review web access tool intent
 - Final meeting with all agencies
- Needs Assessment Documentation – exploration of data and functions desired (required + wish list), plus a matrix for any suggested add-ons
- Implementation Plan with high-level infrastructure

Task 3.0: Hardware and Software Purchase and Installation Support

3.1 Hardware Acquisition and Setup

Funds for hardware purchase and/or cloud-based server use are not included in this scope/fee and will vary depending upon the needs identified by CWSD and counties. Since Carson City IT is not able to host the application, Michael Baker has provided the cost breakdown of hardware and software infrastructure needs in **Attachment A**. After a first review in February 2021 of the licensing and hosting costs for CWSD to set up their own infrastructure and determining it was cost-prohibitive, other options were explored. Options for infrastructure location include:

1. Michael Baker hosting, either short- or long-term. Costs are shown in Attachment A for this option.
2. Counties hosting separate applications with their existing infrastructure. This option will cause a change in scope for the project, but it can be a cost-effective solution, only if all the counties already have the appropriate infrastructure in place.

3.1.1 Technical Discussion with Esri

In conferring with Esri technical experts, it was agreed that the ArcGIS Online (AGOL) solution does not have the capabilities for some of the core concepts in the desired scope. Additionally, because the scope for the application includes large sets of data, Flo-2D modeling, and geoprocessing tools, we recommend a customized application with storage and processing occurring in ArcGIS Enterprise rather than in ArcGIS Online for cost savings.

Expenditures of “AGOL credits” can get expensive – these credits are the driving factors and are needed for most interactions with ArcGIS Online. AGOL credits are bought in packs of 1,000 at \$100 each, but storage and processes can burn through these credits very quickly. Therefore, Michael Baker and Esri both agree that this would not be the proper solution, so this is not included in the comparative cost analysis in Attachment A.

3.1.2 Hosting and Infrastructure

Michael Baker has decades of experience hosting client applications both on premise and cloud infrastructures. With a dedicated Information Technology (IT) department, hosting providers, server space, high-level systems security, regularly scheduled maintenance and back-ups, patches, and a suite of job responsibilities, Michael Baker can provide support from software development to hosting services. Michael Baker’s technical team can provide support on as-needed basis as time and materials whenever needed. If and when CWSD or one of the counties decide to host the application, Michael Baker can work with their IT Departments to assist in configuring and installing the WAS application.

3.1.3 Deployment and Hand-off

Our goal would be to roll over the application hosting and maintenance to CWSD or one of the counties when they are ready so that the application is completely run in-house.

Michael Baker understands the desire for jurisdictions to have control of their data and applications as to not be tied to a consultant. With mapping solutions, something to keep in mind are the licensing and maintenance costs that come with Esri software and Azure cloud hosting services. If and when a jurisdiction takes over hosting, budget will need to be set aside for a dedicated IT professional to maintain the license and infrastructure.

3.2 Network Infrastructure Coordination

The network infrastructure plan will be determined based on the direction selected by CWSD for hosting. Michael Baker will set aside hours for coordination with CWSD for any Network Infrastructure related discussions and recommendations. Michael Baker will ensure that the counties know the level of effort required for hosting the application, whether right away or after a period of being hosted on the Michael Baker servers.

3.3 Software Purchase

Michael Baker has the ability and is willing to coordinate with CWSD to purchase appropriate software and software licenses for the WAS. Michael Baker will need to have the hardware, infrastructure, and software set up in order to start with Task 4, since we will want to start development on the server that is going to be used.

If Option 2 for hosting is selected, each county will be responsible for obtaining the ArcGIS Enterprise 10.8.1 license files from Esri through the Esri representative. Michael Baker can provide support in terms of purchasing the appropriate license, if one is not already in place.

Deliverables:

- Assistance with Esri Licensing, if applicable

Task 4.0: System Software/Site Development

4.1 ArcGIS Enterprise Installation

Michael Baker will install and configure ArcGIS Enterprise 10.8.1 (Portal and Server) for the purposes of internal and public facing usage. Michael Baker proposes to create two different server instances, one each for ArcGIS Enterprise Portal and Enterprise Spatial Data Engine (SDE). ArcGIS Enterprise SDE will be configured to use PostgreSQL, a Relational Database Management Systems (RDBMS).

If it is determined that the counties will host the application themselves rather than having Michael Baker start with hosting, after the successful installation / configuration of the ArcGIS Enterprise solution on each county's server, Michael Baker will hand over account details with appropriate connection information to ensure that the counties will continue to maintain and host ArcGIS Enterprise and will not need to rely on Michael Baker. This implementation will grant each county access to create ArcGIS Enterprise sites, to publish MXDs as map services on ArcGIS Server, and to create custom web, desktop, and mobile applications, as needed.

Deliverables:

- Document with ArcGIS Enterprise information, including usernames and passwords

4.2 Model Symbolology and Layers Development and Generation of Model Spatial Data

A potential list of items and information that will be included, depending on availability, in the WAS are as follows, which will be finalized during the needs assessment task:

1. Watershed/Study Area
 - a. Info will be obtained from ADMP/MPD
2. Drainage info
 - a. Channel Linework

- b. Regional Systems (if available)
- 3. Inundation Maps (This info is dependent on available models/studies)
 - a. Depth
 - b. Velocity
 - c. WSEL
 - d. Animations
- 4. Channel Status (Deficiency Systems)
 - a. Channel status not defined
 - b. No Flooding
 - c. Flooding Possible
 - d. Flooding Likely
- 5. Gauge (From USGS, DWR, or CWSD)
 - a. Stream Gauge
 - b. Rain Gauge
- 6. FEMA Datasets
 - a. DFIRM
 - b. LOMA
 - c. LOMR
 - d. FIRM Panel
 - e. Elevation Certificates
- 7. Topography
 - a. Raster
 - b. Contours
- 8. Address Search
- 9. Parcel Data
- 10. Tools
 - a. Measurement Tools
 - b. Print
 - c. Other tools

The datasets and sources will be quality controlled and formatted as needed to serve as the backbone of the application. The data layers will be published as ArcGIS REST services to be used in the application. Certain layers that are developed by others, such as FEMA, may be included directly as services from those agencies that serve up the data. Otherwise, CWSD will become responsible for downloading and maintaining data developed by others.

4.3 Geoprocessing Service Publishing in ArcGIS Server

It is anticipated that certain tools will require geoprocessing services to function and produce results. Michael Baker will assist CWSD in publishing the geoprocessing services required for the WAS to function as determined under Task 2. The services will be published to the ArcGIS Server instances configured in section 4.1.

The command line tools used in the Flood Control District of Maricopa County's application will be evaluated for use and inclusion under Task 2. The cost and benefits will be weighed against the other identified needs and wishes, along with available budget and CWSD will determine which features to include.

4.4 Website Configuration

Michael Baker will build out the application as defined during Task 2. Michael Baker will design and create the front end of the website to CWSD's specifications, leveraging ArcGIS API for JavaScript or ArcGIS Online.

The data services published under Task 4.2 and the geoprocessing services published under 4.3 will feed into and provide the content for the application. The result of this task will be a functional application supporting the identified needs of CWSD and the jurisdictions, which will be then be ready to roll-out for testing.

Deliverables:

- Working Web Access System (WAS) Application

Task 5.0 System Documentation and Roll-Out

5.1 System Documentation

System documentation will be prepared during the development, testing, and deployment of the application to ensure that CWSD has thorough knowledge and back-end information regarding the system and infrastructure of the application.

Deliverables:

- System Documentation

5.2 Response to Testing

Acceptance testing will be a crucial step in the application roll-out. CWSD will be provided with a matrix of functionality and data for which to test. Upon testing completion, Michael Baker will correct known problems and reissue for testing. Once this testing and break/fix process is complete, the application will be considered final.

Deliverables:

- User Acceptance Testing Matrix for feedback

5.3 Training

Michael Baker will provide training to appropriate staff at CWSD and to the five counties on how to utilize the WAS. Training documentation will also be provided for CWSD staff to train other applicable staff going forward. This task is intended to aid in ease of use of the website and for allowing staff to perform administrative duties. It does not include modification to geoprocessing services, model symbology, or published map services. Subjects may include:

ArcGIS Portal / Server

- Portal for ArcGIS Administration – Discuss and demonstrate administration (logins, group creation, access rights, etc.) for Portal for ArcGIS.
- GIS Website Maintenance – Discuss how to create and make updates (i.e., symbology changes, add/remove layers, add/remove widgets, etc.) to GIS Mapping Websites and Applications
- Questions and Answers (Q&As) - Discuss any outstanding questions or issues regarding server infrastructure or other GIS administration issues.

GIS Server Maintenance

- Discuss and demonstrate GIS Server hardware and software with CWSD IT; demonstrate how the production environment links to the web hosted solution

Deliverables:

- Training Manual
- Training session(s) for CWSD staff, either onsite or remotely

Task 6.0 As-Needed Support

Michael Baker will provide any additional GIS technical support or training not already included in items 1 through 4 which CWSD requests such as upgrading ArcGIS Enterprise. These support services will be rendered, only as requested for a period of ONE YEAR, on a time-and-materials not-to-exceed basis.

Deliverables:

- As-needed support contact information

Project Schedule

		2021								2022					
		May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
<i>*Completed by end of:</i>															
1	Project Management														
	1.1 Project Manager														
	1.2 Project Coordination Meetings														
	1.3 Invoicing														
2	System Architecture/Implementation Plan & Needs Assessment														
3	Hardware and Software Purchase and Installation Support														
	3.1 Hardware Acquisition and Setup														
	3.2 Network Infrastructure Coordination														
	3.3 Software Purchase														
4	System Software/Site Development														
	4.1 ArcGIS Enterprise Installation														
	4.2 Model Symbolology and Layers; Generation of Spatial Data														
	4.3 Geoprocessing Service Publishing in ArcGIS Server														
	4.4 Website Configuration														
5	System Documentation and Roll-Out														
	5.1 System Documentation														
	5.2 Response to Testing														
	5.3 Training														
	5.4 CWSD and stakeholder feedback and final sign-off														
6	As-Needed Support (1-year extended from WAS deliverable)														

**timeline assumes a notice-to-proceed start date of May 1st, 2021. Timeline shown in this chart will be pushed back in accordance with start date if it is delayed.*

Project Fee : Web Access System Development and Deployment

Project Task	Level of Effort	Estimated Allotment of Budget
Task 1	7%	\$ 11,200.00
Task 2	15%	\$ 24,000.00
Task 3	5%	\$ 8,000.00
Task 4	55%	\$ 88,000.00
Task 5	15%	\$ 24,000.00
Task 6	3%	\$ 4,800.00
Total Cost	100%	\$ 160,000.00

This fee is all-inclusive, with the exception of hosting and licensing fees that were not part of the proposal scope and are addressed in Attachment A

Attachment A: Hosting and Infrastructure Fees Estimate

Michael Baker Hosted Solution

Hardware/Software Infrastructure	Price/Month
Esri AEC License*	\$ 100.00
Esri Enterprise Perpetual License: Michael Baker provided	\$ 500.00
Microsoft Azure Hosting, Storage, Networking, and Backup Costs: Michael Baker provided	
Dedicated flat file space on shared Michael Baker server for data & files	
Setup, Security, and Maintenance Labor	
Total Monthly Cost	\$ 600.00

Annual Total Cost of Hosting on Michael Baker Server (Monthly x 12)**	\$ 7,200.00
--	--------------------

**License cost to Esri for Michael Baker to host another entity's application on their A/E Consultant's enterprise license*

***3- or 5-year hosting agreement. Costs and hosting location can be re-assessed at this time.*

No extra charge for adding new floodplain studies to the application. Space needed will be determined ahead of time and allotted to CWSD on the shared server

Hosting fees do not include the cost of application development

CARSON WATER SUBCONSERVANCY DISTRICT
Regional Water System & Flood Committee

March 30, 2021, 10 am

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:

Jack Jacobs
January Riddle
Lisa Schuette
Mike Workman

Absent Committee Members:

Pete Olsen
Fred Stodieck

CWSD Staff Present:

Ed James
Catrina Schambra

Director Jacobs called the video/teleconference meeting of the CWSD Regional Water System & Flood Committee to order at 10 am. Roll call determined a quorum of the committee was present.

Item #3 – Discussion Only: Public Comment - None

Item #4 - For Possible Action: Approval of Agenda

Director Workman made a motion to approve the Regional Water System and Flood Committee Agenda. The motion was seconded by Director Schuette 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 August 12, 2020

Director Workman made a motion to approve the Regional Water System and Flood Committee Minutes from August 12, 2020. The motion was seconded by Director Jacobs and unanimously approved by the Regional Water System and Flood Committee.

Item #6 - For Possible Action: Discuss and possibly authorize CWSD to apply for a Grant from BOR for a Basin Plan Study

Mr. James gave a brief history of this Basin Study project. In 2012, CWSD staff received approval to submit for a BOR grant for this study and were awarded the \$200,000 grant. At the same time, UNR received a \$4 million grant which included USGS participation in their study. This would allow them to do much more than we could do with our much smaller funding grant. It was

decided that CWSD would withdraw the grant request and await the conclusion of the UNR's "Water for the Seasons" study before pursuing a study in this area.

Last year the *Water for the Seasons* project was completed. Out of the study the USGS developed a detail groundwater/surface water model for the Carson Valley and a detail climate model. At the same time, the USGS completed their modeling efforts on the Middle-Carson River sections.

The UNR study did not follow the Alpine Decree and the models used need to be updated with current data. CWSD's current BOR grant for Water Marketing Study is almost complete. New models are needed. This Basin Study would update models, hire a consultant to put the plan together and ensure that there is no adverse effect to Lyon County.

With these various tools, staff would like to pursue enhancing the models and incorporate the work the USGS is doing in Douglas County to develop an overall watershed water plan. This plan will help define the water strategies in the watershed for the next 40 years.

The BOR grant requires 50% match; however, this money can be leveraged with the USGS 35% matching funds. The estimated cost of the project are as follows:

Basin Plan Costs - \$210,000
BOR Grant Match - \$105,000
CWSD Cash Match – \$50,000
CWSD In-Kind Match - \$55,000

USGS modeling \$160,000.
USGS matching Funds - \$56,000
CWSD match funds - \$104,000

The funds for this project would be used to (a) pay USGS \$104,000, and (b) pay an engineering firm to prepare the plan \$51,000.

Due to the timing of the application deadline (April 21, 2021) and the need to move forward to seek letters of support, Mr. James is seeking the approval of the committee to move forward with the application, with their recommendation to the full Board for approval at the April 21, 2021 Board meeting.

Discussion followed regarding following the Alpine Decree and the change in the assumptions that were used at the time of the UNR study that are no longer valid as production has totally changed. This will be a 3-year study that will update Master Plan water needs for the future to meet demands due to climate change, and to make sure there are no negative effect to Lahontan water flows. Director Jacobs asked if the focus is more on demand or availability. Mr. James responded the focus would be on the overall water system for the area due to climate change.

Director Workman made a motion to recommend approval to the Board of Directors to pursue the BOR Basin Study grant. The motion was seconded by Director Schuette and unanimously approved by the Regional Water System &

*Flood Committee.***Item # 7 – For Possible Action: A review of the various projects to be submitted under FEMA MAS 12 Grant Application**

Mr. James reported that the FEMA Risk Map Charter Meeting was held on March 17, 2021 with representatives from all counties and several watershed agencies to review proposed FEMA CTP MAS 12 projects and decide their priority order. He confirmed FEMA MAS 12 funding of \$785,000 is earmarked for CWSD and will cover the proposed list of projects below:

- Southeast Carson Area Drainage Plan
- Buckeye Creek detention/flood control basin design.
- Virginia City– Drainage Mitigation Study and Community Outreach –
- East Carson Area Drainage Plan_
- Six Mile Canyon
- Community Outreach and Mitigation Strategies - including funding request for High Water Marks

Mr. James introduced each project and its proposed costs. He asked attendees at the Charter meeting if anyone had any other projects that they would like to be considered under this funding cycle. The consensus was approval of the proposed list with no additional projects per the county representatives in attendance.

Mr. James is asking the committee to recommend approve of these projects for the FEMA MAS 12 funding application. Mr. James and Ms. Neddenriep will begin working on the application to be submitted in April.

Director Workman made a motion to recommend approval to the Board of Directors for staff to apply for FEMA MAS 12 funding based on project list presented. The motion was seconded by Director Schuette and unanimously approved by the Regional Water System & Flood Committee.

Item # 8 – For Possible Action: Discussion of MB Web Access Proposal

Included in FEMA MAS 11 funding requests was a project to develop a web access platform where engineers, developers, and county staff could utilize the data from the various flood models that have been developed in the Carson River Watershed. Michael Baker is the engineering firm selected to conduct this project. The committee reviewed the Agreement, Business Plan, Schedule, and costs. This project is being funded through a grant from FEMA in an amount not to exceed \$160,000. Included in this agreement is a separate hosting and infrastructure annual fee of \$7,200 for 3 years. Costs and hosting location can be re-accessed at the end of the initial 3-year period. The separate yearly cost of \$7,200 for the hosting and infrastructure will be paid by CWSD from the Outside Professional Services General Fund account.

Director Schuette made a motion to recommend approval to the Board of Directors of Contract #2021-25 Michael Baker – Web Access System in an amount not to exceed \$160,000 and Hosting Infrastructure for 3-years at a fee of

\$7,200 per year as presented.. The motion was seconded by Director Workman and unanimously approved by the Regional Water System & Flood Committee.

Item # 9 – Discussion Only: Public Comment - None

There being no further business to come before the Regional Water System and Flood Committee, Director Jacobs adjourned the meeting at 10:54 am.

Respectfully submitted,

Catrina Schambra

Secretary to the Board

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AGENDA ITEM #11

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: MARCH 17, 2021

SUBJECT: Agenda Item #11 – For Possible Action: Approval of Contract #2021-26
HDR – Regional Flood Forecasting Model project in an amount not to exceed
\$67,886

DISCUSSION: HDR was selected to conduct the Regional Flood Forecasting Model project. Attached is the agreement and Business Plan, Schedule, and costs. This project is being funded through a grant from FEMA.

STAFF RECOMMENDATION: Approve the Contract #2021-26 with HDR to develop a Carson River Regional Flood Forecasting Model in an amount not to exceed \$67,886 as presented.

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Agreement

Carson Water Subconservancy District (hereinafter "**CWSD**") and HDR ENGINEERING, INC., (hereinafter "**HDR**") hereby enter into an agreement whereby HDR will complete **Carson River Regional Flood Forecasting Model Project** 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):

Complete Carson River Regional Flood Forecasting Model Project which is further identified and described in Exhibit "A," the compensation paid to HDR in amount not to exceed **\$67,886**.

2) **INDEMNITIES**

- 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, arising out of any alleged negligent or willful acts or omissions of HDR, its officers, employees, and agents.
- 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."
- 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.
- Neither party waives any right or defense to indemnification that may exist in law or equity.

3) **INSURANCE**

Unless otherwise required in this Agreement, the CWSD and HDR shall, during the performance of the services as provided herein, maintain insurance of the types and amounts specified, and with insurers satisfactory to the other party as follows:

- a) Comprehensive General Liability including \$1,000,000 per occurrence for bodily injury and property damage; \$1,000,000 Products/Completed Operations Aggregate; \$1,000,000 General Aggregate over all interests.
- b) Comprehensive Automobile Liability including coverage for owned, non-owned, and hired vehicles: \$1,000,000 Bodily Injury, \$1,000,000 Property Damage.
- c) HDR shall name CWSD as an additional insured and deliver a certificate to CWSD.

4) **TERM OF AGREEMENT**

- a) The term of this Agreement will commence on the date of the last signature executed hereon and will continue in full force and effect until **6/30/2022**, 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



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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 Business Plan**

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**

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;



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(3) HDR shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by the CWSD; and

(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 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.: Mitchell Blum
HDR Engineering, Inc.
9805 Double R Blvd., Ste. 101
Reno, NV 89502

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, act of God, pandemic, 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

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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*
Mitchell Blum
Water Resources

Exhibit A



Business Plan

Carson River Regional Flood Forecasting Model

March 2021

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Project Understanding

The availability of river forecasts from the National Weather Service River Forecast Center (RFC) provides extremely valuable information for emergency response purposes. However, the forecast points are at limited locations and are predominantly limited to forecasted stages at USGS gages. Current technology allows the use of hydraulic models informed by the RFC data to simulate the extents of flooding associated with these forecasted flows. In larger watershed systems there is sufficient warning time afforded by these forecasts to provide emergency responders sufficient time to close roadways, conduct evacuations, and protect infrastructure in the areas forecasted to be impacted. This information is capable of saving lives and significantly reducing flood damages, and also reduces the losses associated with business disruption when flooding can be prevented. A secondary benefit of these efforts is an increase in public awareness and confidence in hazard mapping used for flood planning and flood insurance purposes.

In January and February of 2017 the Carson River watershed experienced two Atmospheric River events causing varying degrees of regional and localized flooding and damages. Several roadways including US-395 in Douglas County, NV were closed due to flooding.

The USGS stream gage (10311000), “Carson River near Carson City” peaked at 8,550 cfs on January 10th and at 10,100 cfs on February 11th. Although these events were in the 10-percent-annual-chance range, there were some moderate to severe impacts to affected communities.

The National Weather Service’s (NWS) Advance Hydrologic Prediction Services maintains flood forecasting at the East Fork of the Carson River at Markleeville, CA (USGS Gage 10308200), West Fork of the Carson River at Woodfords, CA (USGS Gage 10310000), and the Carson River at Carson City, NV (USGS Gage 10311000). These forecasts include observed flow at each location in addition to an estimated “forecast” hydrograph for approximately 5 days.

During the January 2017 events HDR Engineering Inc. worked with the NWS data and Douglas County Staff to incorporate these forecasted hydrographs into the Carson River Regional HEC-RAS model to estimate maximum flood inundations for a given forecast. The maps were then used by emergency responders to plan for flood impacts.

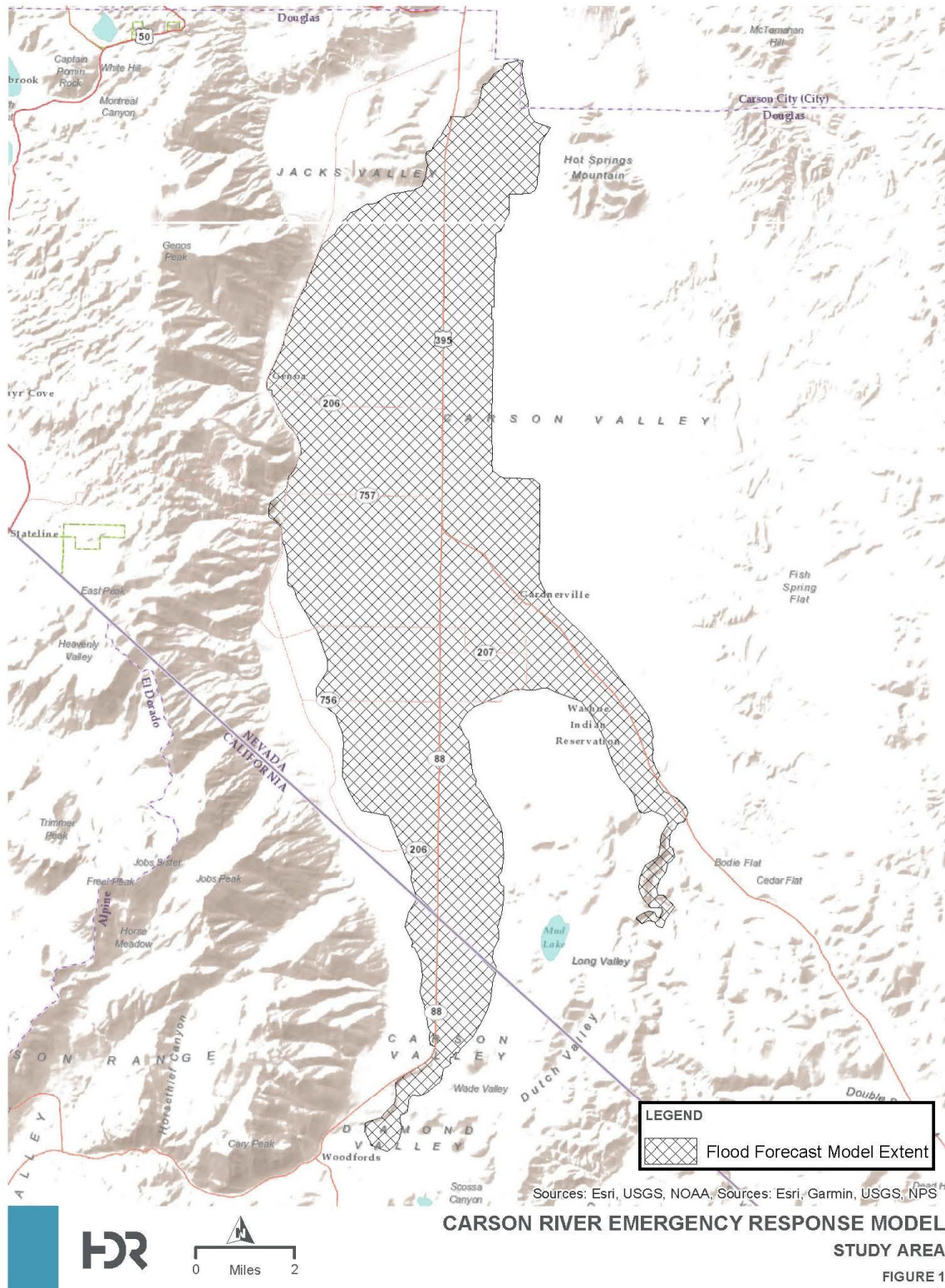
During the January 2017 event, there were several challenges with the use of the HEC-RAS model for updated forecasts. The NWS updated the forecasted storm hydrograph approximately every six hours with some updates resulting in relatively significant changes to the peak estimates. The model runtimes for the current configuration of the model are in the range of 25 to 35 hours making the use of this model for updated predictions during an event difficult.

The model also uses 18 tributary inflow locations to add volume to the system to account for runoff from the Sierra Nevada and Virginia Range drainages. There are currently no estimates from the NWS for these tributary inputs. Estimating these volumes is challenging and time consuming during a flood event.

The current Carson River Regional HEC-RAS model was developed to support a FEMA Physical Map Revision (PMR) for the Carson River Corridor which necessitated adequate detail to support a detailed study of Flood Hazard Zone extents and Base Flood Elevations. It is this complexity in the model that is driving longer runtimes. The CWSD is therefore proposing to develop a Regional Flood Forecasting HEC-RAS Model (Flood Forecast Model) which can be run with reasonable accuracy in a matter of 1-3 hours for emergency response purposes.

The below proposal outlines the tasks necessary to develop a revised version of the PMR model for use in future flood forecasting efforts. The extents of the model will be the Douglas County, NV MAS 3 area (Figure 1).

Figure 1: Study Area.



1 Project Management

HDR personnel will provide project management activities in support of the Carson River Flood Forecasting Model project. HDR project management activities include project initiation, invoices, project tracking, internal resources review, client coordination, and project coordination. These activities will be conducted to consistently monitor project progress, anticipate project needs, and implement action plans to maintain scope, fee, and schedule to the extent possible.

1.1 Project Initiation

Upon approval of the agreement, HDR personnel will conduct management activities related to the initiation of the project. These will include contract initiation, preliminary project review, and electronic project setup.

1.2 Invoicing and Progress Tracking

Schedule and budget progress will be reported through submission of monthly invoices. Monthly invoices will include summary of tasks worked on in that period, cost to date, and funds remaining for the project to assist the CWSD project manager track progress and project spending.

1.3 Project Coordination

HDR's Project Manager will work with CWSD staff to facilitate regular communication and transfer of information with the project team. Internal and client project meetings will be held as necessary via conference call or in-office meetings at the CWSD offices.

Assumptions:

- Project management tasks are estimated based upon anticipated project duration of 12 months.
- CWSD personnel will be responsible for assembling non-HDR members for meetings and for developing meeting notes.

Deliverables:

- Status reports to accompany monthly invoices.

2 Data Collection

There are a number of datasets that will be obtained and reviewed in order to gain a better understanding of the hydrologic and hydraulic behavior of the study area. These data will help refine the final hydraulic model.

2.1 Hydrologic Data

Although the 2017 event was a relatively frequent event, statistically, it was significant enough to cause regional damages and road closures. Because this was a relatively typical Atmospheric River event for the Carson River, the hydrologic and hydraulic dynamics can be used to refine the Regional Forecast Model.

Unlike some of the other historic flood events in the region, many of the USGS gaged watersheds in the study area have complete hydrologic data for the 2017 event. These datasets will help refine model hydrograph inputs and modeling parameterization. It is anticipated the following USGS stream gages will be reviewed and data processed for this effort:

- West Fork of the Carson River at Woodfords 10310000
- East Fork of the Carson River Below Markleeville Creek near Markleeville 10308200
- Bryant Creek Near Gardnerville 10308800
- East Fork of the Carson River Near Garnerville 10309000
- Daggett Creek Near Genoa 10310400
- East Fork of the Carson River Near Muller Lane 385733119471504
- Clear Creek Near Carson City 10310500

2.2 Photographic Data

During the 2017 events a number of agencies and organizations mobilized to take photos of flooding throughout the watershed. HDR staff will compile and review various flood photos, as available, from the CWSD, Douglas County, Carson City, and Lyon County, NV. These photos will be reviewed to ascertain their utility in helping with the validation of the Regional Forecast Model.

2.3 National Weather Service Coordination

In order for this model to work as a predictive tool, it is imperative that the tributary inflow hydrographs be available and derived from the NWS hydrologic model predicted storm hydrographs. HDR staff will coordinate with the NWS to explore the option of adding locations to their forecasting model to provide inputs necessary for the HEC-RAS Regional Forecasting Model.

2.4 Soils and Land Cover Data

HDR staff will collect soils data available from the National Resource Conservation Service (NRCS) for the watershed area contributing to the study area. These data will be processed to determine hydrologic soil group and infiltration properties. HDR will also collect land cover data from the National Land Cover Database (NLCD). These data will be processed for the study area and used in the hydrologic model to refine runoff characteristics.

2.5 Metrologic Data

HDR will collect and process gridded rainfall data for the 1997, 2006, and 2017 flood events for use in a simple rainfall runoff model. These datasets will help validate a hydrologic model of the Carson watershed. This model will be critical in supplementing the missing tributary flows not covered by the NWS River Forecast.

Assumptions

- Real time data is available from the USGS website for the above described stream gages.
- Rating curve information exists and is up to date for these locations.
- Stream gage datums are available and correct.
- NWS forecasted hydrographs will be available at appropriate locations to support modeling efforts.
- NLCD and NRCS Soils data is readily available for the study area.

Deliverables

- None

3 Terrain Development

It is anticipated that the previously developed terrain for the MAS #4 Carson River PMR will be used for this effort. For the Douglas County, NV and Alpine County, CA portions of the model, HDR derived the project terrain from a set of mass point bare earth data collected for the Carson Valley in Douglas County, Nevada and Alpine County, California. GeoDigital International Corporation acquired airborne LiDAR mass points along the Carson River Corridor in September 2012 during drought conditions.

There may be minimal processing of the terrain to make updates in areas which have changed. HDR will coordinate with Douglas County staff to add detail to the terrain in hydraulically relevant areas that have changed since the 2012 data was collected.

Assumptions

- Existing terrain datasets will be adequate for this modeling effort.
- Only minimal processing or editing of the data will be necessary to update the terrains.
- This task will be limited to 16 hours processing time. Any additional effort will be a potential change order and will be coordinated with CWSD.
- Terrain dataset projection will be in NAD83 State Plane Feet Nevada West.
- Vertical datum will be NAVD 88.

Deliverables

- Revised terrain dataset in GeoTiff format.

4 Hydrology

4.1 Rainfall Runoff Model Development

During the development of the MAS #3 hydraulic model, HDR ascertained that a significant portion of the volume reported at the Carson City USGS stream gage was not captured in the East or West fork Stream gages at Woodfords or Markleeville. During atmospheric river events, other tributaries in the watershed were contributing a significant portion of the flow. For flood forecasting efforts it is imperative that the timing and amount of volumes for these ungagged tributaries be estimated.

HDR will use the new gridded rainfall and land cover features in HEC-RAS 6.0 to develop a rain on grid model for the watershed. This model will be a simple approximation of the system which will run in a matter of hours. This model will be able to ingest predictive gridded rainfall and output hydrographs at the missing tributary locations. The model can be validated using rainfall and stream gage data for the 1997, 2006 and 2017 events.

The outputs from this model will be fed into the HEC-RAS hydraulic model for those data points which do not have NWS flood forecast data.

Assumptions

- This model will be a preliminary, simple model which will not be developed in great detail due to budgetary restraints. It will inform the hydraulic model to enhance the accuracy of inputs. This model will not be accurate enough to conduct studies on the tributaries and is only advisory in nature

Deliverables

- A rapid running HEC-RAS 6.X hydrologic rain on grid model to inform emergency response modeling.

5 Hydraulic Model Development

It is the goal of the CWSD to develop a quick running complete hydraulic model for the entire Carson PMR area for use in Flood Forecasting. It is important that this model be able to simulate potential flood hazards for the study area with reasonable accuracy given the limitations on run times and study area size. This model is conceptualized to be a 2D only model for hydraulic connectivity and ease of use. HDR staff developed a simple 2D test model for the project area and determined that there is the potential to have a model for the entire area with adequate grid cell resolution that can run in 3-4 hours.

5.1 Manning's n values

Manning's n value polygons have been developed for the Douglas County and Alpine County portion of the MAS #4 model. These shapefiles can be used to generate a

composite Manning's n value layer in HEC-RAS. HDR staff will review the previous work done for the PMR study and make any slight modifications necessary for the data's use in the emergency response modeling.

5.2 Model Geometry

It is anticipated that the Regional Flood Forecast Model will be a full 2D model for ease of run, connectivity and consistency of approach. The model domain will be developed in GIS as a polygon layer. This layer will be based on the extents of the previous models and the 0.2-percent-annual chance (500-year) floodplain limits. The model domain will incorporate breakline data from the Douglas County study.

After the model domain geometry has been completed, inflow locations will be determined from previous modeling efforts and availability of tributary inflow data. It is assumed that the NWS will work with the CWSD to add as many tributary inflow "nodes" to their predictive model as possible for this effort.

Currently, HEC-RAS does not have the capability to model bridges in the 2D domain. Major structures that impact hydraulic behavior will be added to the model as culverts or areas of high roughness. The next version of HEC-RAS V 6.0 will have the capability to model pressure flow bridges in a 2D area. If this version is available in time for this study HDR will incorporate the bridges from the 1D rea pf the MAS #4 model.

If the Version 6.0 is not available, the model will be run to determine hydraulic performance of the structures so that they can be compared to the performance of their counterparts in the 1D models. "Bridge" culverts will then be modified to approximate the hydraulic behavior of the bridges.

5.3 Model Run

After model geometry and inflow has been developed the model will be run with the following events to determine model run times:

- 1-percent-annual chance
- 2017 January event
- 2017 February event

Adjustments will then be made to the geometry to refine the mesh to produce a model with useable run times for emergency response purposes.

5.4 Model Validation

After the model has been run with the various events and the 2D grids have been refined, HDR staff will make adjustments to the model n values and geometry to get a reasonable approximation for various USGS hydrographs in the study area (as appropriate) and flood extents from the validation photos. If rating curves are available and appropriate HDR staff will look at rating curve fits as well and adjust modeling parameters as needed.

Assumptions

- The level of accuracy for this model will be for forecasting and planning purposes only. This model will not be adequate for flood mapping or base flood elevation determination.
- Model complexity will be limited to produce model run times in the 3-5 hr. range.
- Significant bridge structures will be approximated with culverts in the model domain unless HEC-RAS V 6.0 is available as a public release version.
- Model will be run in diffusion wave mode for faster run times.
- RFC hydrologic simulation archives of the 2017 flood events will be available to provide inflow hydrographs for tributary inflow points.
- Model stabilization and debugging will be limited to 40 hrs.
- Model validation will be limited to 40 hrs.

Deliverables

- Regional Flood Forecasting model in HEC-RAS 5.0.7 or higher.

6 Technical Memorandum

HDR staff will prepare a technical memorandum describing the development of the terrain, model, and validation process. It is anticipated that this will be a basic document with enough detail to outline the process used to develop the model but will not be suitable for regulatory purposes. The memo will also provide sufficient guidance for an experienced HEC-RAS user to update the hydrologic inputs to the model and run simulations of forecasted flood events.

Assumptions

- The Tech Memo will be produced in Microsoft Word and then converted to a Portable Document Format (.pdf) file. A draft Memo will be submitted and reviewed by the CWSD before finalization. CWSD will provide one set of consolidated comments on the Draft Report integrating comments.

Deliverables

- One digital and 1 paper copy of the Memo to CWSD.

7 Mapping Information Platform (MIP)

HDR staff will process and format study information for input to FEMA's MIP system.

Assumptions

- Data processing and formatting will be limited to 36 hrs. staff time. Any effort in excess of this will constitute a change order.

8 Quality Assurance Quality Control (QA/QC)

HDR will perform internal QA/QC activities related to project initiation and management in accordance with HDR's internal policies and procedures. HDR will also perform QA/QC on products delivered to the CWSD using the aforementioned internal policies.

9 Schedule

HDR personnel will work with CWSD upon Notice to Proceed (NTP) to develop a project schedule. Project schedule will be finalized within three (3) weeks of Notice to Proceed. Initially, HDR assumes that work will be completed within 12 month of the NTP.

10 Budget

Major budget items are summarized below:

Table 1: Anticipated project budget

1	Project Management & QA/QC	\$11,774
2	Data Collection	\$9,282
3	Terrain Development	\$1,585
4	Hydrology	\$11,197
5	Hydraulic Model Development	\$21,936
6	Technical Memorandum	\$5,356
7	MIP Data Processing	\$6,169
	2021 Escalation	\$587
	Total	\$67,886

AGENDA ITEM #12

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: APRIL 21, 2021

SUBJECT: Agenda Item #12 – For Possible Action: Authorize CWSD staff to apply to FEMA for CTP funding in the amount of \$785,000

DISCUSSION: The next round of FEMA CTP funding was announced this month. CWSD has met with the various counties and developed a list of projects. Attached is a list of projects and estimated costs. The total grant requests will be \$785,000.

The Regional Water System & Flood Committee met on March 30, 2021 and voted unanimously to recommend the Board approve attached projects for the FEMA CTP funding request.

STAFF RECOMMENDATION: Approval for staff to submit funding request for FEMA MAS 12 funding in the amount of \$785,000.

FEMA MAS 12 Proposed Projects

In October 2020, CWSD contacted all the counties in the watershed asking them what flood projects they would like CWSD to pursue in the next round of FEMA CTP funding. Below is a list of proposed projects. CWSD has recently heard that FEMA may have funding available for all the projects below. The costs are a rough estimate. The total estimated cost for all the studies plus administration costs is \$785,000.

Project Management

Budget Estimate: - \$30,000

Depending on the number of projects that are approved by FEMA, CWSD estimates that the costs to administer the grant will be around \$30,000.

1. Southeast Carson Area Drainage Plan

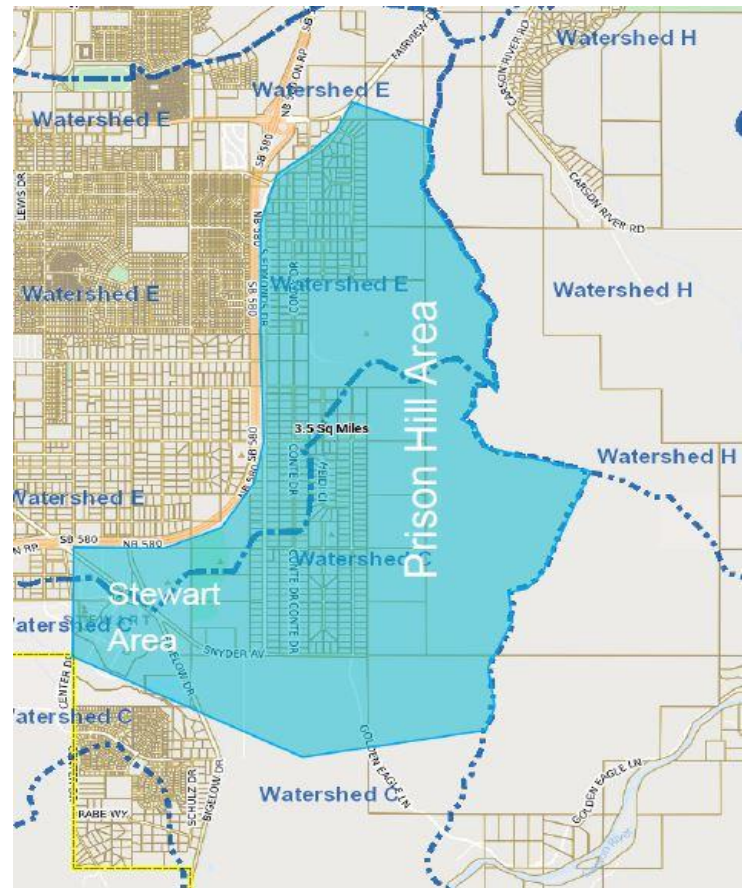
Technical Hazard Identification

Estimated FEMA Costs: \$130,000

Background: Carson City has remapped several floodplains in both the south and east parts of the City. The new floodplain maps have identified properties and structures that are located within the FEMA special flood hazard areas (SFHA) or have other drainage concerns. Carson City is interested in reducing the number of properties/structures in the SFHA which are subject to shallow flooding in the Stewart and Prison Hill areas.

Scope:

The Carson Water Subconservancy District (CWSD) will retain an engineering firm to evaluate what infrastructure is needed to reduce the number of properties/structures in the SFHA and other shallow flooding areas. CWSD will utilize the hydrology and hydraulics developed during the flood hazard mapping update. Using this information, the selected engineering firm will determine the appropriate mitigation measures such as: detention basins, channels and pipe sizes, and inlet locations, which will best reduce SFHA and shallow flooding impacts. The figure below includes the proposed study area shown in cyan (approximately 3.5 square miles).



2. Buckeye Creek detention/flood control basin design.

Technical Hazard Identification

Estimated FEMA Costs: \$155,000

This project would look at Buckeye Creek and design a detention basin that would remove residences from the 100-year floodplain. Additionally, the project will evaluate culvert sizing to pass the flows for the proposed construction of Muller Parkway. There is also a network of ditches that will need to be improved to remove property from the floodplain. In the future there will be a need to conduct a LOMR which could come in a different funding phase.

3. Virginia City– Drainage Mitigation Study and Community Outreach

Technical Hazard Identification

Estimated FEMA Costs: \$140,000

Stormwater runoff from Virginia City cumulates into Six Mile Canyon, which then empties into an alluvial fan at the base of the canyon into an area studied by the Dayton Valley Area Master Drainage Plan. The base of Six Mile Canyon is also identified on FEMA mapping as a special flood hazard area.

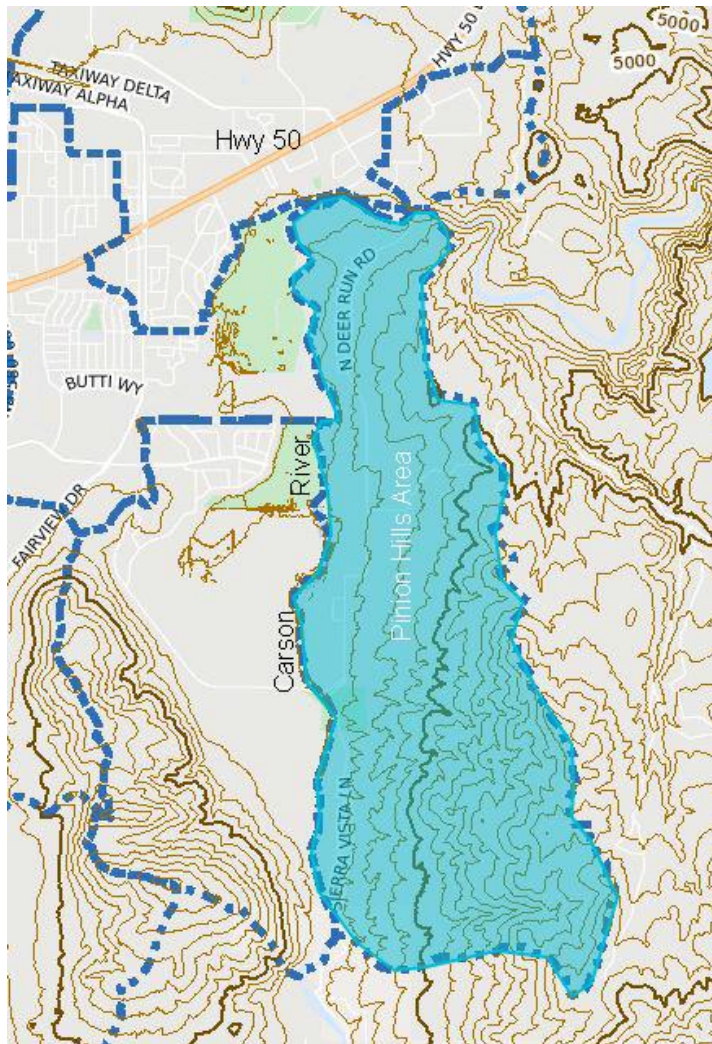
Virginia City is located on a steep slope, with runoff (water and sediment) reaching a high velocity entering Six Mile Canyon. While Six Mile Canyon is for the most part in a natural condition, Virginia City is a developed town with both paved and dirt roadways. Although there are some storm drains and infrastructure improvements in certain areas, the majority of runoff is directed onto streets following the slope downhill. An overall plan for stormwater runoff for the town is needed and has been included on the initial Capital Improvement Program proposed for the County. An evaluation of the runoff, and the potential for retention/detention and controlling sediment flow prior to entering and impacting Six Mile Canyon is desired.

Storey County desires an overall plan to address flooding and stormwater impacts for Virginia City. The plan would identify impacted areas and potential mitigation that could occur prior to water reaching Six Mile Canyon. The County desires to avoid runoff impacting Six Mile Canyon roadway and would desire a study to identify potential modifications to the existing channel to maintain runoff in the channels, slow sediment and avoid adverse effects to the outflow of the canyon and the FEMA mapped special flood hazard area.

4. East Carson Area Drainage Plan

Technical Hazard Identification

Estimated FEMA Costs: \$180,000



The figure below includes the proposed study area shown in cyan (approximately 4.8 square miles).

Background: Carson City is interested in an Area Drainage Master Plan for the Pinion Hills area which is east of the Carson River. To date, Carson City has not performed floodplain mapping specific to this area.

Scope:

The Carson Water Subconservancy District (CWSD) will retain an engineering firm to evaluate the needed infrastructure to reduce the number of properties and structures located in flood areas and which may be subject to shallow flooding. CWSD will perform a hydrologic analysis; the analysis will include an evaluation of existing hydraulics structures in addition to data collection of topographic features within the study area. The selected engineering firm will determine the appropriate mitigation measures such as: detention basins, channels and pipe sizes, and inlet locations, which will best reduce flooding and shallow flooding impacts.

5. Six Mile Canyon

Technical Hazard Identification

Estimated FEMA Costs: \$100,000

Six Mile Canyon is narrow and contains a 2-lane roadway in Storey County which is a vital connection from the Dayton Valley to Virginia City and Reno. This roadway has eroded in past large storm events and rebuilding has occurred several times. Improvements to incremental pieces of the canyon drainage system have been implemented. An overall evaluation of the system, along with recommendations for improvements to stabilize the roadway while also allowing for runoff to occur without serious impacts to the roadway or canyon erosion, including potential mercury movement, is desired. Currently, the County is addressing this area in a reactionary method as impacts occur.

The majority of runoff reaching Six Mile Canyon comes from Virginia City. Virginia City is located on a steep slope, with runoff (water and sediment) reaching a high velocity entering Six Mile Canyon. While Six Mile Canyon is for the most part in a natural condition, Virginia City is a developed town with both paved and dirt roadways. Although there are some storm drains and infrastructure improvements in certain areas, the majority of runoff is directed onto streets following the slope downhill. An overall plan for stormwater runoff for the town is needed and has been included on the initial Capital Improvement Program proposed for the County. An evaluation of the runoff, and the potential for retention/detention and controlling sediment flow prior to entering and impacting Six Mile Canyon is desired.

Storey County desires an overall plan to address flooding and stormwater impacts for Six Mile Canyon. The plan would identify impacted areas and potential mitigation that could occur prior to water reaching Six Mile Canyon. The County desires to avoid runoff impacting Six Mile Canyon roadway and would desire a study to identify potential modifications to the existing channel to maintain runoff in the channels, slow sediment and avoid adverse effects to the outflow of the canyon and the FEMA mapped special flood hazard area.

Community Outreach and Mitigation Strategies

Estimated FEMA Cost: \$35,000 - \$50,000

This includes project outreach coordination with contractors, flood awareness week program (which newspaper, billboards, and Spanish ads), and adding a social media and digital engagement calendar to the communication plan. (\$35,000)

If there are additional funds available – (\$15,000)

- Create high water mark signs on bridges (similar to those in Roseville, CA).
- Collect flood stories from people at flood awareness booths.

AGENDA ITEM #13

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: APRIL 21, 2021

SUBJECT: Agenda Item #13 – For Discussion Only: Presentation by Ramon Naranjo with the USGS regarding nitrates in Carson Valley

DISCUSSION: Ramon Naranjo with the USGS will give an update on Nitrates in Carson Valley.

STAFF RECOMMENDATION: Receive and file.

AGENDA ITEM #%

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: APRIL 21, 2021

SUBJECT: Agenda Item #14 – For Discussion Only: Update on Watershed Wednesdays Forum

DISCUSSION:

Staff will present on the results of the 5-part series Watershed Wednesdays Forum:

- March 3rd Education & Outreach - 12 presentations
- March 10th Recreation - 10 presentations
- March 17th Floodplain Protection - 11 presentations
- March 24th Climate Action & Regenerative Agriculture - 10 presentations
- March 31st Floodplain Management - 8 presentations

Staff will review highlights and present statistics on participation during the month-long forum series.

STAFF RECOMMENDATION: Receive and file.

AGENDA ITEM #15

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: APRIL 21, 2021

SUBJECT: Agenda Item #15 – For Possible Action: Approval to submit application for a BOR WaterSmart Applied Science Grant in the amount of \$110,000

DISCUSSION: In 2012, CWSD applied for a BOR Basin Plan Study to evaluate the water supply and demands for the entire Carson River Watershed. The grant amount was for \$200,000. CWSD received the grant. As we were developing the detail scope of work, UNR and other Agencies received a grant to conduct the *Water for the Seasons* study for the Truckee and Carson rivers. This grant was for \$4 million dollars. Included in the study was the development of various model tools for the Carson River. Upon hearing this project CWSD decided it would be prudent to withdraw the BOR grant and wait until the various models were developed.

Last year the *Water for the Seasons* project was completed. Out of the study the USGS developed a detail groundwater/surface water model for the Carson Valley and a detail climate model. At the same time, the USGS completed their modeling efforts on the Middle-Carson River sections.

With these various tools, staff would like to pursue enhancing the models and incorporate the work the USGS is doing in Douglas County to develop an overall watershed water plan. This plan will help define the water strategies in the watershed for the next 40 years.

The BOR grant requires 50% match; however, this money can be leveraged with the USGS 35% matching funds. The estimated cost of the project are as follows:

Basin Plan Costs - \$220,000
BOR Grant Match - \$110,000
CWSD Cash Match – \$55,000
CWSD In-Kind Match - \$55,000

USGS modeling \$160,000.
USGS matching Funds - \$56,000
CWSD match funds - \$100,000

The funds for this project would be used to (a) pay USGS \$100,000, and (b) pay an engineering firm to prepare the plan \$65,000.

The Regional Water System & Flood Committee met on March 30, 2021 and voted unanimously to recommend the Board give staff approval to submit application for a BOR WaterSmart Applied Science Grant in the amount of \$110,000.

STAFF RECOMMENDATION: Approve the staff applying for a BOR WaterSmart Applied Science Grant in the amount of \$110,000.

AGENDA ITEM #%

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: APRIL 21, 2021

SUBJECT: Agenda Item #16 – For Possible Action: Adopt Resolution #2021-1 authorizing the Board of Directors of Carson Water Subconservancy District to apply to the United States Department of Interior, Bureau of Reclamation for a WaterSmart Applied Science Grant to update the USGS models for the Carson River and develop a Water Resource Plan

DISCUSSION: One of the requirements of the grant application is for the CWSD Board to approve a resolution which authorizes CWSD to apply and comment to the matching funds. Attached is a draft resolution.

STAFF RECOMMENDATION: Adopt Resolution #2021-1.



CARSON WATER SUBCONSERVANCY DISTRICT

Resolution of the Carson Water Subconservancy District Board of Directors Authorizing to Apply for a United States Department of Interior, Bureau of Reclamation WaterSmart Applied Science Grant to update the USGS models for the Carson River and develop a Water Resource Plan

WHEREAS, the United States Department of the Interior, Bureau of Reclamation (BOR), as part of the WaterSMART Program, is offering cost-shared funding to support the Applied Science grant and has issued Notice of Funding Opportunity (NOFO # R21AS00289) stating the requirements and terms for receiving a WaterSMART Applied Science Grant; and

WHEREAS, in 1989, the Nevada Legislature charged Carson Water Subconservancy District (CWSD) with the responsibility of “management and development of water resources” to alleviate reductions and loss of water supply in the Carson River Watershed; and

WHEREAS, CWSD works with various counties, water purveyors, irrigation districts, and environmental agencies to evaluate water projects that enhance water supply for all users; and

WHEREAS, the Board of Directors of CWSD has identified itself as an eligible applicant under the BOR’s WaterSMART Applied Science Grant Program; and

WHEREAS, the WaterSMART Grant specifies that grant awards will not exceed 50% of the total project costs, with a requirement for local cost share of 50% or more; and

WHEREAS, CWSD requests a \$110,000 WaterSMART Water Marketing Applied Science Grant; and

WHEREAS, on April 21, 2021 the CWSD Board of Directors voted to pursue funding from BOR for a Water Marketing Applied Science Grant.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Carson Water Subconservancy District (CWSD) that:

- 1) The Board of Directors has reviewed and supports the grant application for the above-mentioned grant.
- 2) The Board of Directors authorizes the General Manager to legally enter into an agreement with the U.S. Bureau of Reclamation for the above-mentioned grant.
- 3) The Board of Directors officially authorizes the CWSD to commit to financial and legal obligations associated with the receipt of a financial assistance award under this Funding Opportunity Agreement.
- 4) the Board of Directors proclaims the capacity to provide \$55,000 matching cash funds, \$55,216 of in-kind match from CWSD staff.



- 5) the Board of Directors proclaim that CWSD will work with the U.S. Bureau of Reclamation to meet the established deadlines for entering into a grant agreement for the above-mentioned grant.

APPROVED AND ADOPTED this 21st day of April 2021, by the Board of Directors of Carson Water Subconservancy District.

Robert Giomi, Chairman

ATTEST:

Catrina Schambra, Secretary to the Board

APPROVED AS TO FORM AND PROCEDURE:

Patrick O. King, Esq., General Counsel

AGENDA ITEM #%

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: APRIL 21, 2021

SUBJECT: Agenda Item #17 – For Discussion Only: Discussion regarding CWSD Board of Directors Liability

DISCUSSION: There was a discussion at our last meeting of concerns by Board members of their potential liability in contractor agreements. It was requested that this issue be further investigated by our legal counsel. Based on discussions with CWSD's liability carrier, the CWSD Board of Directors are covered for potential liability by third parties. Patrick King, CWSD Legal Counsel, will review this issue at the Board Meeting.

STAFF RECOMMENDATION: Receive and file.

AGENDA ITEM #%

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: APRIL 21, 2021

SUBJECT: Agenda Item #18 – For Possible Action: Adopt revised CWSD Director Meeting Compensation Policy & Procedures

DISCUSSION: In response to the Covid-19 pandemic the CWSD waived the requirement that Directors had to physically attend the board meeting to be compensated for the meeting. Previously, Directors were only paid for in-person attendance. This policy was developed because the Board felt it was important that board members physically attend the meeting versus calling into the meeting. The Board felt that calling into the meeting did not provide that same level of participation as physically being at the meeting.

As CWSD considers meeting in person again, there has been some discussion of continuing to allow Board Members to attend Board meeting either virtually or physically. This would only pertain to when we have meetings that has a viable internet connection. During the summer when we move our meeting around there is not a guarantee that we will have the ability to provide a Zoom link. This hybrid option would occur mostly in the winter months. Attached is a copy of the proposed revised Director Meeting Compensation Policy & Procedures.

STAFF RECOMMENDATION: Approve the revised CWSD Director Meeting Compensation Policy & Procedures.

CARSON WATER SUBCONSERVANCY DISTRICT
DIRECTOR MEETING COMPENSATION
POLICY AND PROCEDURE
(revised 4-21-21)

Policy:

This policy of Carson Water Subconservancy District (CWSD) allows Directors to be compensated for meetings and workshops when it is anticipated that the organization will derive a benefit from the Director participation or official representation of CWSD and as allowed under NRS.541.110.

Purpose and Objective:

1. To establish uniform policy guidelines for Director compensation for attendance at meetings and workshops.
2. To establish procedures and responsibilities regarding the compensation of Directors for attendance at meetings, etc., through this policy and procedure. This document will be updated on a periodic basis.
3. To maintain accountability while allowing for compensated participation of the Directors in Board approved meetings, etc.

Definitions:

“Director” means all members appointed by the member counties to Carson Water Subconservancy District Board of Directors.

“Meeting” means any meeting or workshop which the Director attends physically or virtually (via Zoom video) 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. If a viable internet connection is not available for a meeting making the hybrid option not available, Directors will be required to physically attend the meeting for compensation purposes.

Board members will not be compensated for attending conferences or seminars; however, Board members will be reimbursed actual costs (see Travel Guidelines).

General Procedures, Guidelines, and Responsibilities:

CWSD recognizes that it is of benefit to the CWSD for Directors to attend meetings on behalf of the CWSD. CWSD will compensate the Director for their attendance at a meeting when it qualifies as one of the following:

1. Official meeting of CWSD Board of Directors;
2. Official Committees meeting of CWSD Board
3. Meeting at which the Board has requested the Director to represent the CWSD; or
4. Meeting which the Chairman of CWSD Board has requested the Director to attend.

This policy is to ensure that attendance of a Director at a meeting is in the interest of the CWSD within established guidelines, allow Directors to receive compensation for conducting CWSD business, and provide documentation of attendance by the Director.

It is primary to remember that taxpayers are paying for the Director’s participation in meeting and representing the CWSD and it is the CWSD’s obligation to be cost conscious. Director fees must comply with budgetary guidelines.

Transportation Costs:

All Directors can request reimbursement for actual travel expenses for attending a qualifying meeting as mentioned above. The reimbursement rate will be the amount per mile allowed by the IRS. Mileage to Board and Committee Meetings will be calculated based on the distance from the Director’s domicile to the meeting place. For other qualifying meetings, the Director must submit a “Request for Travel Reimbursement” form. Elected Officials who receive reimbursement for travel from their appointing county or travel in county vehicle will notify CWSD staff and will not be reimbursed from CWSD.

AGENDA ITEM #20

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: April 31, 2021

SUBJECT: Agenda Item #19 – For Possible Action: Update on the 2021
Legislation Session

DISCUSSION: Staff will give update of the 2021 Legislation Session.

STAFF RECOMMENDATION: Receive and file.

AGENDA ITEM #20

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: APRIL 21, 2021

SUBJECT: Agenda Item #20 – For Possible Action: Future Use of Lost Lakes

DISCUSSION: On April 8, 2021, CWSD staff found out that the US Forest Service is reevaluating the special use permit fee at Lost Lakes. Currently, CWSD pay \$83 per year. The proposed new fees will be around \$5,950 plus per year. This is the low option. If CWSD sells the water out of Lost Lakes the costs would go up. Staff believes with these new fees and the dam safety fees CWSD may not be able to afford to keep Lost Lakes. Staff will be working with our Alpine County Board members to see what options CWSD may have with possible trading and selling the water rights. Staff will give an update at the board meeting.

STAFF RECOMMENDATION: Provide direction to staff.

AGENDA ITEM #21

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: APRIL 21, 2021

SUBJECT: Agenda Item #21 – For Discussion Only: Update on 2021 Water Year

DISCUSSION: Staff will give an overview of the water picture for the Carson River Watershed

STAFF RECOMMENDATION: Receive and file.

STAFF REPORTS

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: APRIL 21, 2021

SUBJECT: Agenda Item #22 - For Information Only: Staff Report

DISCUSSION: The following is a list of meetings/activities (mostly virtual) attended by Ed James and staff since the last Board meeting on March 17, 2021:

- 3/18/21 – Debbie attended NV Flood Awareness Week Meeting
- 3/18/21 – Brenda, Shane & Katie recorded Zoom Watershed Wednesdays Panelist Q&A with Ray Archuleta
- 3/18/21 – Brenda & Shane filmed intro for Watershed Wednesdays
- 3/18/21 – Debbie attended MIP meeting with HDR
- 3/19/21 – Ed, Debbie and Shane attended Web Access project meeting
- 3/22/21 – Ed & Debbie attended DoCty Floodway & Flood Forecast Study meeting
- 3/23/21 – Staff Meeting (all)
- 3/23/21 – WW Watch Party – Climate Action (all)
- 3/24/21 - WW Forum - Week 4 Climate Action & Regenerative Agriculture (all)
- 3/24/21 – Brenda, Ed & Katie attend planning meeting with NEON re: Video Premiere
- 3/25/21 – Brenda, Shane, Ed & Katie attend NEON/ NDEP PSA Video Premiere Planning Meeting
- 3/26/21 – Ed attended the Legislative Rural Caucus breakfast meeting
- 3/30/2021 Debbie attended a High Water Mark meeting
- 3/30/21 - Katie met with NEON re: I am Carson River Watershed Campaign Outreach
- 3/30/21 – Ed & Catrina hosted Regional Water System & Flood Committee meeting
- 3/30/21 – WW Watch Party – Floodplain Management (all)
- 3/31/21 - WW Forum - Week 5 Floodplain Management (all)

- 3/31/21 – Ed and Debbie facilitated Carson Valley Floodway meeting with FEMA and Douglas County staff
- 4/1/21 - Katie met with NEON re: Water Connects Us All PSA Launch
- 4/5/21 – Ed met with Lumos re: Water Marketing Study
- 4/5/21 – Ed participated in the legislative discussion regarding the two water bills, AB 354 & AB 356.
- 4/6/21 – Ed had a discussion with USGS regarding some water quality sample issues
- 4/6/21 - Katie attended Riparian Proper Functioning Condition Assessment Course
- 4/7/21 - Katie attended Riparian PFC Assessment Course
- 4/7/21 – Ed attended NWRA Financial Committee meeting
- 4/7/21 – Ed attended the Town of Minden Board Meeting to request a letter of support for the BOR grant.
- 4/8/21 - Katie attended Riparian PFC Assessment Course & First Aid/CPR Course
- 4/8/21 – Staff Meeting (all)
- 4/9/21 - Ed attended the Legislative Rural Caucus breakfast meeting
- 4/9/21 - Brenda attended Senator Rosen's Virtual Webinar -Nevada Grants Series: BLM, USFW, USFS, & NFWF, regarding grant opportunities
- 4/13/21 – Ed attended CTWCD Board meeting
- 4/14/21 – Ed and Debbie participated in a meeting with Douglas County regarding floodways in Carson Valley
- 4/15/21 - Debbie attended NV Flood Awareness Week Meeting
- 4/15/21 - Debbie attended FEMA Webinar: Linking Conservation and the FEMA Community Rating System
- 4/15/21 – Ed attended the DWR Water Runoff Forecast meeting
- 4/16/2021 Debbie met with Jeanne Ruefer to review earned values of FEMA grants

STAFF RECOMMENDATION: Receive and file.

CORRESPONDENCE



CARSON WATER SUBCONSERVANCY DISTRICT
777 East William Street, Suite 110A
Carson City, NV 89701
775/887-7450
www.cwsd.org

March 31, 2021

U.S. Congressman Mark Amodei
104 Cannon House Office Building
Washington, DC 20515

Re: Environmental Protection Agency - State and Tribal Assistance Grants

Dear Congressman Amodei:

Carson Water Subconservancy District is providing this letter in support of Carson City Public Works (CCPW) grant application for the Environmental Protection Agency State and Tribal Assistance Grants (FY 22). This grant will provide the funding to upgrade the CCPW's Quill Surface Water Treatment Plant (QWTP). Updating the QWTP will eliminate ongoing regulatory compliance issues stemming from a combination of the QWTP's aging infrastructure and the quality of the surface water it receives from its three surface water sources. By updating the QWTP's infrastructure and water treatment capabilities, Carson City will be able to make greater use of its available surface water, increase drought resiliency, and continue to meet the potable water demand safely and promptly, now and in the future.

We urge your support for this grant to Carson City Public Works.

Sincerely,

A handwritten signature in blue ink that reads "Edwin D. James".

Edwin D. James
General Manager
Carson Water Subconservancy District



CARSON WATER SUBCONSERVANCY DISTRICT
777 East William Street, Suite 110A
Carson City, NV 89701
775/887-7450
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April 8, 2021

Courtney Walker
Stormwater Program Manager
Douglas County Public Works
1120 Airport Road, F-2
Minden, NV 89423

***RE: Carson Water Subconservancy District Letter of Commitment to Match funds for
Westwood Neighborhood and Douglas High School NPS Outreach and LID/BMP
Implementation Project***

To Whom it May Concern:

The Carson Water Subconservancy District (CWSD) commits to in-kind participating in the Nevada Division of Environmental Protection's (NDEP) grant award to Douglas County for the Westwood Neighborhood and Douglas High School NPS Outreach and LID/BMP Implementation Project. CWSD commits to providing documentation in the amount of \$14,196 to Douglas County for CWSD personnel, AmeriCorps personnel, light refreshments for events, and mileage.

For any questions related to CWSD's participation in this project, please contact me at the information below.

Sincerely,

Edwin James
General Manager
Carson Water Subconservancy District
777 E. William St., Suite 110A
775-887-7456
edjames@cwsd.org

EJ:cat