

# Carson Water Subconservancy District Board of Directors & Carson River Watershed Committee

# NOTICE OF PUBLIC MEETING

A healthy watershed that meets the water	DATE:	October 18, 2023
needs of all users	TIME:	6:30 pm
-	LOCATION:	Fernley City Hall, Fishbowl Conference Room
		595 Silver Lace Blvd, Fernley, NV 89408

The meeting will be preceded by a tour of the repair area of the Truckee Canal. The Board will meet in the parking lot of the Black Bear Diner (1190 B E. Main Street, Fernley, NV 89408) at **4 pm**. We will carpool from there to view the canal and return for dinner at **5 pm**. Our meeting will follow at **6:30 pm** in the Fishbowl Room at Fernley City Hall. A quorum of the CWSD Directors may be present at the events preceding the board meeting, but no action will be taken.

CWSD encourages Board Members' attendance at field trips, but virtual attendance to the meeting *may be* available via <u>Zoom</u>. By phone call (669) 900-9128. Meeting ID: 813 7721 4357; Passcode: 057608. Note: *Remote streaming availability cannot be guaranteed.* 

# 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 limited ability to speak, write, or understand English and/or to those with disabilities who wish to join the meeting. Please contact Catrina Schambra at (775)887-7450 or email: catrina@cwsd.org at least 3 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. <u>For Discussion Only</u>: 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. <u>For Possible Action</u>: Approval of Agenda
- 6. <u>For Possible Action</u>: Approval of the Board Meeting Minutes of Sept. 20, 2023

# \*\*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. <u>For Possible Action</u>: Approval of Treasurer's Report for September 2023
- 8. <u>For Possible Action</u>: Approval of Payment of Bills for September 2023

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To promote cooperative actions with communities to protect the Carson River Watershed.

- 9. <u>For Possible Action</u>: Approval of update to CWSD Personnel Policy Manual to add Voting Leave
- 10. <u>For Possible Action</u>: Approval of Agreement #2023-20 EcoSoil Solutions, LLC Soil Health Consulting Services, not to exceed \$2,000
- 11. <u>For Possible Action</u>: Approval to Donate Surplus Conference Chairs
- 12. <u>For Possible Action</u>: Authorize CWSD Staff to pursue 2023 Invasive Species Non-Federal Lands Western Regional Priority Projects Grant
- For Possible Action: Approval of Addendum to Agreement #2023-17 J-U-B Engineers – Fish Springs & Pinenut Creek Study to update Exhibit A – Business Plan
- 14. <u>For Possible Action</u>: Approval of Interlocal Contract #2023-21 Douglas County – High Water Mark Project not to exceed \$2,000

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

- 15. <u>For Possible Action</u>: Approval of CWSD Nevada Flood Awareness Week Proclamation
- 16. <u>For Discussion Only</u>: Presentation by Jack Worsley, US Bureau of Reclamation (USBR) regarding the Lining of the Truckee Canal
- 17. <u>For Discussion Only</u>: Discussion with Adam Sullivan, State Engineer regarding Nevada Water Right Issues
- 18. <u>For Discussion Only</u>: Presentation regarding an Overview of the 2023 Water Year
- 19. For Discussion Only: Staff Reports
  - General Manager
  - Legal
  - Correspondence
- 20. <u>For Discussion Only</u>: Directors & Committee Members Reports
- 21. <u>For Discussion Only</u>: 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.
- 22. For Possible Action: Adjournment

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

# In accordance with NRS 241.020, this notice and agenda has been posted at the following locations:

Dayton Utilities Complex	Storey County Clerk's Office
34 Lakes Blvd	26 S. B Street
Dayton, NV	Virginia City, NV
Lyon County Administrative Building	Churchill County Administrative Complex
27 S. Main St.	155 N Taylor St.
Yerington, NV	Fallon, NV
Carson City Hall	Carson Water Subconservancy District Office
201 N. Carson St.	777 E. William St., Suite 209
Carson City, NV	Carson City, NV
Alpine County Government Center	Minden Inn
99 Water St.	1594 Esmeralda Avenue
Markleeville, CA	Minden, NV

CWSD Website: <u>https://www.cwsd.org</u>

State Public Meetings Website: <u>http://notice.nv.gov</u>

# **AFFIDAVIT OF POSTING**

The undersigned affirms that on or before 10 am on October 11, 2023, he/she posted a copy of the *Notice of Public Meeting and Agenda* for the October 18, 2023, meeting of the Carson Water Subconservancy District Board of Directors, in accordance with NRS 241.020; said agenda was posted at the following location:

Posting Location	
SIGNATURE	ı
Name:	_
Title:	
Date & Time of Posting:	-

# **AGENDA ITEM #6**

# MINUTES OF LAST BOARD MEETING



### CARSON WATER SUBCONSERVANCY DISTRICT BOARD OF DIRECTORS AND CARSON RIVER WATERSHED COMMITTEE MEETING September 20, 2023

# **Draft** Minutes

Chairperson Workman called the meeting of the Carson Water Subconservancy District (CWSD) to order at 6:30pm in the CWSD Conference Room, 777 E. William Street, Suite 209, Carson City, NV 89701. Roll call of the CWSD Board was taken and a quorum was determined to be present.

### **CWSD Directors present:**

Mark Gardner	Ernie Schank
Stacy Giomi	Lisa Schuette
Tammy Hendrix	Fred Stodieck
Cassi Koerner	Mike Workman
Dave Nelson (via Zoom)	

Directors, Sharla Hales, Jim Hindle, & Bus Scharmann were absent.

The roll call included present CWSD Committee Member, Charlie Dobson. David Griffith was absent.

## **CWSD Staff & Guests present:**

Kathy Canfield, Storey County John Cobourn, UNR Ext (Retired) Michelle Gamble, Lumos & Assoc. Brenda Hunt, CWSD Edwin James, CWSD Patrick King, CWSD Attorney Jonathan Lesperance, Lumos & Assoc. Austin Osborn, Storey County (via Zoom) Max Robinson, CWSD Catrina Schambra, CWSD Jason Wierzbicki, Storey County (via Zoom)

Director Schank led the pledge of allegiance.

## Item #4 – Discussion Only: Public Comment –

Mr. James announced Max Robinson (CWSD Water Resource Specialist I) will be resigning effective November 2. He is moving to Flagstaff, Arizona to join the Fire Department. He has been a great addition to our staff and we are sorry to see him go. Max thanked the Board for the opportunity and the CWSD team for a great experience. He will miss CWSD too.

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

Director Schank made a motion to approve the September 20 Agenda as presented. The motion was seconded by Director Stodieck and unanimously approved by the Board.

## Item #6 – For Possible Action: Approval of the Board Meeting Minutes of August 16, 2023

Director Giomi made a motion to approve the Board Meeting Minutes of August 16, 2023, as presented. The motion was seconded by Director Koerner and unanimously approved by the Board.

# DRAFT

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

<u>Item #7 – For Possible Action</u>: Approval of Treasurer's Report for August 2023

Item #8 – For Possible Action: Approval of Payment of Bills for August 2023

<u>Item #9 – For Possible Action</u>: Approval of Addendum to Agreement #2023-13 – Shane Fryer (Post Employment Work) to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

### <u>Item #10 - For Possible Action</u>: CWSD Comment Letter to Lahontan Regional Water Quality Control Board Region 6 on Draft West Fork Carson River Vision Plan

Director Schank made a motion to approve the Consent as presented. The motion was seconded by Director Stodieck and unanimously approved by the Board.

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

### Item #11 - For Discussion Only: Presentation on 25 Years of the Carson River Coalition

John Cobourn (UNR Extension Educator, Retired) gave a brief presentation on the 25-year history of the CRC. He stated his aim was to explain the how, why and when of the creation of this great resource of our watershed.

For centuries, he said, all around the world we got rid of our garbage in our waterways. In the United States, Congress recognized the problem with this practice and enacted regulations to stop it. The Clean Water Act (CWA) established the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters. The basis of the CWA was enacted in 1948 and was called the Federal Water Pollution Control Act, but the Act was significantly reorganized and expanded in 1972. "Clean Water Act" became the Act's common name with amendments in 1972. During the following 15 years there was major growth in America including industrial plants and increased wastewater. In 1987, nonpoint source pollution was identified and best management practices were suggested. In the 1990s, runoff was identified as a pollutant and watershed groups began to develop.

In 1997 our area experienced a major flood that caused major damage. This is when all entities got together for the first meetings to address flood issues and watershed management. This conference was planned to include all areas: drainage, roads, cities, counties, flood control, etc. – all agencies local and state. This was when we first coined the term integrated watershed management because that was our goal. The first conference was held soon after the flood at the Ormsby in Carson City and 260 people attended. From this conference the Stewardship Plan was developed. An evaluation and vote at the end of the conference showed 77% of attendees voted to form a citizens and interagency group to address these issues. A second conference was held 3 weeks later to continue the development. It was attended by 103 people and of those in attendance it was voted to have CWSD house this group. Within the month the CRC started meeting on a monthly basis. CWSD received a grant for Watershed Coordination from NDEP to facilitate this effort and the CWSD Watershed Program was born. Soon after the Guiding Principles for Watershed Management and the CRC Vision were developed. During the 3<sup>rd</sup> or 4<sup>th</sup> year the CRC main message was developed: protect the floodplain from urban development (which led to the Carson River Regional Floodplain

# DRAFT

Management Plan) and management of the river rather than trying to stop the river. The Carson River watershed has 30% of its floodplain protected. The CRC has accomplished a lot in its 25-year history! Ed James was hired as General Manager at the same time to have staff to coordinate the watershed and look at CWSD now!

Mr. Cobourn thanked the Board members for taking care of this very important resource.

## No action taken.

# <u>Item #12 - For Discussion Only</u>: Presentation on the Construction and Upgrades to the Marlette Water System

Michelle Gamble and Jonathan Lesperance of Lumos & Associates gave a presentation on repair project to the Marlette Water System.

### Click here to review presentation slides.

### No action taken.

# <u>Item #13 - For Discussion Only</u>: Presentation on the streambank damage along the Carson River

Mr. James reported on the August 30 field trip hosted by CWSD to view several high flow streambank damage sites along the Carson River which included a group of 20. Included on the tour were representatives from funding sources: Nevada Division of Water Resources (NDWR), Nevada Division of Environmental Protection (NDEP), Carson Truckee Water Conservation District (CTWCD); representatives from Regulatory Agencies: United States Army Corps of Engineers (USACE); and others including Division of Conservation and Natural Resources (DCNR), Conservation Districts, CTWCD & CWSD Board Members as well as US Senator Rosen staff. Mr. James explained there will be increased funding requests to repair damage due to the storms and extreme winter runoff. CWSD wanted to get out into the field with partner entities so all could see the damage in person.

Click here to review presentation slides.

No action taken.

## Item #14 - For Discussion Only: Staff Reports

Mr. James reported the following:

• The job posting for Max's replacement go up tomorrow, September 21 with the same title, job description and salary.

Ms. Hunt reported the following:

• Creek Day is this Saturday, September 23 in Markleeville. Alpine Watershed Group (AWG) is hosting the event. If interested in helping out, meet at 9am at Turtle Creek Park.

Mr. Robinson reported the following:

• He thanked Director Workman and Director Schank for all their help with the NWRA Conference (Nevada Water Resources Association) last week.

Legal – None



### Correspondence -

- (1) Sheriffs National Night Out Storey County
- (2) USBR Letter re: Churchill County Flood Map

Mr. James mentioned there is a meeting September 22 regarding Churchill County Flood Maps with USBR (US Bureau of Reclamation), Truckee Carson Irrigation District (TCID) and others concerned with liability issues.

No action was taken.

### Item #15 - For Discussion Only: Director & Committee Member Reports -

- Chairperson Workman stated it was a great field trip and dinner and thanked Ms. Schambra for pulling it all together. He also thanked Ms. Hunt for the great comment letter on the West Fork Vision Plan. Good Job!
- Committee Member Dobson reported Alpine County is looking at the Floodplain Master Plan now. Alpine Watershed Group (AWG) was recognized with a national award from the US Forest Service for their volunteer service over the past 22 years in conjunction with the Carson Ranger District.
- Director Koerner reported she will be taking part in an Ag Day at AL Seeliger Elementary School on October 24, 8am-12:30. There will be 10 booths with 40 kids at each one and lots of live animals. It should be a great day and she is looking forward to it.
- Director Giomi reported there is disagreement on the use of ramps on rolled curbs between Carson City Public Works and the public. Developers prefer installing these rolled curbs because they are easier and cheaper. Homeowners are buying rubberized ramps to make these curbs easier to use with motorhomes and other vehicles. Public Works does not want these used because they are left at curbs and then hinder street cleaning. The public who use these "curb ramps" are angry because they were expensive and the manufacturers assured buyers they are approved for street use.

No action was taken.

## Item #16 - For Discussion Only: Public Comment - None

There being no further business to come before the Board, Chairperson Workman adjourned the meeting at 8:40pm.

Respectfully submitted,

Catrina Schambra

Secretary to the Board

# AGENDA ITEM #7

# **TREASURER'S REPORT**

2:17 PM 09/29/23

Cash Basis

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

## **Balance Sheet**

As of September 30, 2023

	Sep 30, 23
ASSETS Current Assets Checking/Savings 1013-01 · Local Gov't Inv.Pool-Acqui/Cons	1,187,449.05
1013-01 · Local Gov ( Inv.Pool-Acquircons	1,107,110.00
Total Checking/Savings	1,187,449.05
Total Current Assets	1,187,449.05
TOTAL ASSETS	1,187,449.05
LIABILITIES & EQUITY Equity	
4000-01 · Fund Balance - Capital Project	1,174,775.03
Net Income	12,674.02
Total Equity	1,187,449.05
TOTAL LIABILITIES & EQUITY	1,187,449.05

#### 2:18 PM

# CARSON WTR SUBCONSERVANCY DIST - ACQUISITION/CONSTRUCTION

09/29/23 Cash Basis Profit & Loss Budget vs. Actual July through September 2023

	Jul - Sep 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5032-01 · Interest Income - LGIP Acqui/Co	13,860.02	35,446.32	-21,586.30	39.1%
Total Income	13,860.02	35,446.32	-21,586.30	39.1%
Expense				
8015-04 · Construction Projects		1,100,000.00	-1,100,000.00	
8015-05 · Lyon Cty Utility ROW Hwy 50 SS	1,186.00	90,000.00	-88,814.00	1.3%
Total Expense	1,186.00	1,190,000.00	-1,188,814.00	0.1%
Net Ordinary Income	12,674.02	-1,154,553.68	1,167,227.70	-1.1%
Other Income/Expense				
Other Income				
8000-01 · Beginning Equity		1,181,544.00	-1,181,544.00	
8001-01 · Transfer In from General Fund		75,000.00	-75,000.00	
Total Other Income		1,256,544.00	-1,256,544.00	
Net Other Income		1,256,544.00	-1,256,544.00	
Net Income	12,674.02	101,990.32	-89,316.30	12.4%

2:19 PM	CARSON WTR SUBCONSERVANCY DIST - ACQUISITION/CONSTRUCTION
09/29/23	Profit & Loss YTD Comparison

**Profit & Loss YTD Comparison** 

September 2023

	Sep 23	Jul - Sep 23
Ordinary Income/Expense		
Income 5032-01 · Interest Income - LGIP Acqui/Co	4,747.34	13,860.02
Total Income	4,747.34	13,860.02
Expense 8015-05 · Lyon Cty Utility ROW Hwy 50 SS	398.00	1,186.00
Total Expense	398.00	1,186.00
Net Ordinary Income	4,349.34	12,674.02
let Income	4,349.34	12,674.02

Cash Basis

# Floodplain Management Fund Balance Sheet As of September 30, 2023

	Sep 30, 23
ASSETS Current Assets Checking/Savings 1013-03 · LGIP - Floodplain	372,447.84
Total Checking/Savings	372,447.84
Total Current Assets	372,447.84
TOTAL ASSETS	372,447.84
LIABILITIES & EQUITY Equity 32000 · Retained Earnings Net Income	376,462.69 -4,014.85
Total Equity	372,447.84
TOTAL LIABILITIES & EQUITY	372,447.84

2:21 PM

09/29/23 Cash Basis

# Floodplain Management Fund Profit & Loss Budget vs. Actual July through September 2023

	Jul - Sep 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5032-03 · Int. IncLGIP-Floodplain	4,462.73	6,526.50	-2,063.77	68.4%
Total Income	4,462.73	6,526.50	-2,063.77	68.4%
Expense				
8009-01 · Reg. Flood Preliminary Planning	0.00	105,658.00	-105,658.00	0.0%
8009-07 · Web Hosting (MB)	0.00	7,200.00	-7,200.00	0.0%
8009-09 · TCID Diversion Dam 23-24	0.00	50,000.00	-50,000.00	0.0%
8009-10 · AWG Geomorpholoical Study 23-25	0.00	83,350.00	-83,350.00	0.0%
8009-11 · ChCty PMR EXT 12/31/23 HDR	2,532.58	44,342.00	-41,809.42	5.7%
8009-12 · Clear Creek LOMR (FEMA Rsp)SCSI	5,945.00	0.00	5,945.00	100.0%
Total Expense	8,477.58	290,550.00	-282,072.42	2.9%
Net Ordinary Income	-4,014.85	-284,023.50	280,008.65	1.4%
Other Income/Expense				
Other Income				
8000-03 · Beginning Equity	0.00	217,550.00	-217,550.00	0.0%
8001-03 · Trans. In	0.00	90,000.00	-90,000.00	0.0%
Total Other Income	0.00	307,550.00	-307,550.00	0.0%
Net Other Income	0.00	307,550.00	-307,550.00	0.0%
let Income	-4,014.85	23,526.50	-27,541.35	-17.19

2:22 PM 09/29/23

Cash Basis

# Floodplain Management Fund Profit & Loss YTD Comparison September 2023

	Sep 23	Jul - Sep 23
Ordinary Income/Expense		
Income		
5032-03 · Int. IncLGIP-Floodplain	1,507.62	4,462.73
Total Income	1,507.62	4,462.73
Expense		
8009-11 · ChCty PMR EXT 12/31/23 HDR	0.00	2,532.58
8009-12 · Clear Creek LOMR (FEMA Rsp)SCS	0.00	5,945.00
Total Expense	0.00	8,477.58
Net Ordinary Income	1,507.62	-4,014.85
Net Income	1,507.62	-4,014.85

1:03 PM 10/02/23

Cash Basis

**CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND** 

## **Balance Sheet**

As of September 30, 2023

	Sep 30, 23
ASSETS Current Assets Checking/Savings 1013-00 · Cash in Checking - U. S. Bank 1014-00 · Local Gov't Inv. Pool-Regular	53,349.07 868,724.68
1030-00 · Petty Cash	100.00
Total Checking/Savings	922,173.75
Other Current Assets 1055-00 · Payroll Deposit - Carson City	500.00
Total Other Current Assets	500.00
Total Current Assets	922,673.75
TOTAL ASSETS	922,673.75
LIABILITIES & EQUITY Liabilities Current Liabilities Other Current Liabilities 3360-00 · Accrued Vacation 3362-00 · Accrued sick leave	24,979.38 65,334.98
Total Other Current Liabilities	90,314.36
Total Current Liabilities	90,314.36
Total Liabilities	90,314.36
Equity 4000-00 · Fund Balance Net Income	584,290.95 248,068.44
Total Equity	832,359.39
TOTAL LIABILITIES & EQUITY	922,673.75

4:50 PM

# **CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND**

10/02/23 **Cash Basis**  Profit & Loss Budget vs. Actual July through September 2023

	Jul - Sep 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income	19,637.00	17 665 04	1 071 06	111 30/
5007-00 · Storey County Contribution 5008-00 · Alpine Co. Joint Powers contrib	13,088.75	17,665.04 13.088.75	1,971.96	111.2% 100.0%
	13,066.75		257 025 40	100.0%
5009-00 · Churchill County Ad Valorem		257,925.40	-257,925.40	
5010-00 · Lyon County Ad Valorem	005 000 10	239,718.66	-239,718.66	00.00/
5011-00 · Douglas County Ad Valorem	285,683.13	747,737.96	-462,054.83	38.2%
5012-00 · Carson City Ad Valorem	193,611.30	535,257.11	-341,645.81	36.2%
5022-00 · Water Lease - Mud Lake		58,000.00	-58,000.00	
5023-00 · Water Lease-Lost Lakes		880.00	-880.00	
5031-00 · Interest Income-LGIP Gen.Fund	8,811.65	16,587.80	-7,776.15	53.1%
5050-00 · Watershed Coordinator Grant 5050-15 · NDEP WS COORD VI 2023		126,600.00	-126,600.00	
Total 5050-00 · Watershed Coordinator Grant		126,600.00	-126,600.00	
EDER 00 - 200 Weter Ovelite Dien				
5058-00 · 208 Water Quality Plan		00 474 00	00 474 00	
5058-06 · NDEP 208 Water Quality AG		20,171.00	-20,171.00	
Total 5058-00 · 208 Water Quality Plan		20,171.00	-20,171.00	
5060-00 · Misc. Income/Watershed Tour		6,000.00	-6,000.00	
5082-00 · Alpine CoCASGEM Grant		1,250.00	-1,250.00	
5101-00 · State Parks Aquatic Trail Grant		25,030.00	-25,030.00	
5406-00 · NDEM 30-Yr Drought Plan		119,400.00	-119,400.00	
6007-00 · FEMA-MAS #12	52,237.21	124,000.00	-71,762.79	42.1%
6008-00 · FEMA - COMS #1	51,401.34	491,400.00	-439,998.66	10.5%
Total Income	624,470.38	2,800,711.72	-2,176,241.34	22.3%
Expense				
7015-00 · Salaries & Wages	117,197.13	529,400.00	-412,202.87	22.1%
7020-00 · Employee Benefits	44,922.17	212,800.00	-167,877.83	21.1%
7021-00 · Workers Comp Ins.		1,000.00	-1,000.00	
7101-00 Director's Fees			,	
7101-01 · Director Benefits	39.32		39.32	100.0%
7101-02 · Director's Fees-Alpine Co.	320.00		320.00	100.0%
7101-00 · Director's Fees - Other	2,083.44	18,000.00	-15,916.56	11.6%
Total 7101-00 · Director's Fees	2,442.76	18,000.00	-15,557.24	13.6%
7102-00 · Insurance	6,001.04	5,400.00	601.04	111.1%
7102-00 · Insurance	•	,		
7103-00 · Office Supplies	346.41	4,800.00	-4,453.59	7.2%
7104-00 · Postage	394.10	1,600.00	-1,205.90	24.6% 25.0%
7105-00 · Rent	10,243.20	40,972.80	-30,729.60	
7106-00 · Telephone/Internet 7107-00 · Travel-transport/meals/lodging	1,070.82	5,300.00	-4,229.18	20.2%
7107-01 · Car Allowance	1,500.00		1,500.00	100.0%
7107-00 · Travel-transport/meals/lodging - Other	2,193.54	19,000.00	-16,806.46	11.5%
Total 7107-00 · Travel-transport/meals/lodging	3,693.54	19,000.00	-15,306.46	19.4%
7108-00 · Dues & Publications	5.00	1,600.00	-1,595.00	0.3%
7109-00 · Miscellaneous Expense		1,000.00	-1,000.00	
7110-00 · Conferences & Education		3,500.00	-3,500.00	
7111-00 · Office Equipment	597.44	6,600.00	-6,002.56	9.1%
7112-00 · Bank Charges		50.00	-50.00	01170
7114-00 · Outside Professional Services	566.31	50,000.00	-49,433.69	1.1%
7115-00 · Accounting	512.75	16,800.00	-16,287.25	3.1%
7116-00 · Legal	4,000.00	30,000.00	-26,000.00	13.3%
7117-00 · Lost Lakes Expenses	780.00	15,000.00	-14,220.00	5.2%
7118-00 · Mud Lake O & M	100.00	1,500.00	-1,500.00	0.270
7120-00 · Integrated Watershed Programs		1,000.00	-1,000.00	
7120-00 · Integrated watershed Programs		1,000.00	-1,000.00	
7120-07 · Watershed Tour 7120-55 · NDEP WS COORD VI 2023	2,938.77	55,900.00	-52,961.23	5.3%
	2,000.11	00,000.00	-02,301.20	0.070

### 4:50 PM 10/02/23

**Cash Basis** 

**CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND** Profit & Loss Budget vs. Actual July through September 2023

	Jul - Sep 23	Budget	\$ Over Budget	% of Budget
7120-56 · NDEP WS COORD VI 2023 (MATCH)		18,550.00	-18,550.00	
Total 7120-00 · Integrated Watershed Programs	2,938.77	75,450.00	-72,511.23	3.9%
7126-01 · NDEM 30-Year Drought Plan 7127-00 · State Parks Aquatic Trail 7215-03 · Sierra NV Journeys 23-24 7332-09 · RW CCR Work Days 23-24 7337-00 · Carson River Restoration	28,953.06 1,028.52	90,000.00 19,770.00 3,279.00 30,000.00	-61,046.94 -18,741.48 -3,279.00 -30,000.00	32.2% 5.2%
7337-02 · Dayton Valley Conservation Dist 7337-40 · DVCD Bank Stab & Bridge 23-24		100,000.00	-100,000.00	
Total 7337-02 · Dayton Valley Conservation Dist		100,000.00	-100,000.00	
Total 7337-00 · Carson River Restoration		100,000.00	-100,000.00	
7337-01 · Carson Valley Conserv District 7337-30 · CVCD Carson River Repairs 23-24		215,000.00	-215,000.00	
Total 7337-01 · Carson Valley Conserv District		215,000.00	-215,000.00	
7337-04 · Lahontan Conserv.Dist 7337-46 · LCD Clearing & Sand Bars 23-24		29,500.00	-29,500.00	
Total 7337-04 · Lahontan Conserv.Dist		29,500.00	-29,500.00	
7404-00 · Noxious Weeds Control-CR Wtrshd		90,000.00	-90,000.00	
7406-00 · 208 Water Quality Mgmt. Plan		3,340.00	-3,340.00	
7406-04 · NDEP 208 Water Qual AG 2022-23 7440-72 · MB Web Access Match-Hosting Fee 7441-00 · FEMA - MAS #12	105.48	7,200.00	105.48 -7,200.00	100.0%
7441-02 · CC Southeast ADMP - KH 7441-03 · VC 6-Mile Cyn ADMP-Lumos 7441-04 · Buckeye Creek -JEF 7441-07 · Trvl/Hotel/Meals/Conf/Mileage 7441-08 · FAW/HWM-Ads/Materials/Supplies 7441-00 · FEMA - MAS #12 - Other	15,256.50 16,461.75 4,938.00 1,342.14 19.65 33.25	25,858.00 29,110.00 4,940.00 2,025.00 31,475.00	-10,601.50 -12,648.25 -2.00 -682.86 -31,455.35 33.25	59.0% 56.6% 100.0% 66.3% 0.1% 100.0%
Total 7441-00 · FEMA - MAS #12	38,051.29	93,408.00	-55,356.71	40.7%
7442-00 · FEMA - COMS 1 7442-01 · Stagecoach ADMP - JEF 7442-02 · North Silver Springs ADMP - KH 7442-03 · Walker River Flood Risk - MB 7442-04 · Fish Springs - J-U-B 7442-05 · FAW/HWM-Ads/Materials/Supplies 7442-06 · Trvl/Hotel/Meals/Conf/Mileage 7442-07 · CR Floodplain Mgmt Plan -MB 7442-00 · FEMA - COMS 1 - Other	23,176.00 5,100.00 4,082.24 6,983.00 72.05 76.94	$193,505.00 \\ 63,520.00 \\ 44,221.00 \\ 134,089.00 \\ 15,000.00 \\ 2,365.00 \\ 10,000.00$	-170,329.00 -58,420.00 -40,138.76 -127,106.00 -15,000.00 -2,292.95 -10,000.00 76.94	12.0% 8.0% 9.2% 5.2% 3.0% 100.0%
Total 7442-00 · FEMA - COMS 1	39,490.23	462,700.00	-423,209.77	8.5%
7500-00 · USGS Monitoring Contracts 7500-05 · USGS Stream Flow Gages 23-24 7510-01 · USGS GW & WQ 23-24 7529-00 · USGS Water Resources 2022-24	12,582.50	89,603.00 44,200.00	-89,603.00 -44,200.00 12,582.50	100.0%
Total 7500-00 · USGS Monitoring Contracts	12,582.50	133,803.00	-121,220.50	9.4%
7600-00 · Alpine County Projects 7600-09 · Al.CoCASGEM 7600-15 · AWG Programs 23-24		5.00 30,000.00	-5.00 -30,000.00	
Total 7600-00 · Alpine County Projects		30,005.00	-30,005.00	
7610-00 · Douglas County Projects 7610-10 · Do.Co.Reg.Pipeline Debt Service	62,500.00	125,000.00	-62,500.00	50.0%

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# **CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND**

10/02/23 Cash Basis Profit & Loss Budget vs. Actual July through September 2023

	Jul - Sep 23	Budget	\$ Over Budget	% of Budget
Total 7610-00 · Douglas County Projects	62,500.00	125,000.00	-62,500.00	50.0%
7620-00 · Carson City Projects				
7620-11 · CC Reg.Pipeline Debt Service		125,000.00	-125,000.00	
Total 7620-00 · Carson City Projects		125,000.00	-125,000.00	
7640-00 · Churchill County Projects				
7640-20 · Lahontan Vly.Wtr.Lvl. 2021-24		15,000.00	-15,000.00	
7640-22 · Dixie Valley Wtr Lvl 2022-25		23,000.00	-23,000.00	
Total 7640-00 · Churchill County Projects		38,000.00	-38,000.00	
7700-00 · PROJECTS PAID BY LGIP FUNDS				
7610-19 · Pinenut Ck LOMR-FEMA Resp-HDR	1,300.00		1,300.00	100.0%
7620-18 · Clear Creek LOMR (FEMA Rsp)SCSI	5,945.00		5,945.00	100.0%
7630-12 · Lyon Cty HWY 50 ROW ext 6/30/25	398.00	90,000.00	-89,602.00	0.4%
Total 7700-00 · PROJECTS PAID BY LGIP FUNDS	7,643.00	90,000.00	-82,357.00	8.5%
Total Expense	386,065.52	2,725,777.80	-2,339,712.28	14.2%
Net Ordinary Income	238,404.86	74,933.92	163,470.94	318.2%
Other Income/Expense				
Other Income				
8005-00 · Beginning Equity		552,926.50	-552,926.50	
8009-00 · Trans. In-Floodplain Mgmt. Fd.	8,477.58	7,200.00	1,277.58	117.7%
8015-00 · Trans. In-Acq/Const. Fund	1,186.00	90,000.00	-88,814.00	1.3%
Total Other Income	9,663.58	650,126.50	-640,462.92	1.5%
Other Expense				
8002-00 · Transfer Out-Acq/Const Fund		75,000.00	-75,000.00	
8008-00 · Preliminary Planning		400,000.00	-400,000.00	
8014-00 · Trans. Out-Floodplain Mgmt. Fd.		90,000.00	-90,000.00	
Total Other Expense		565,000.00	-565,000.00	
Net Other Income	9,663.58	85,126.50	-75,462.92	11.4%
Net Income	248,068.44	160,060.42	88,008.02	155.0%

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

10/02/23 Cash Basis

September 2023

	Sep 23	Jul - Sep 23
Ordinary Income/Expense		
Income 5007-00 · Storey County Contribution 5008-00 · Alpine Co. Joint Powers contrib 5009-00 · Churchill County Ad Valorem	19,637.00 13,088.75	19,637.00 13,088.75
5010-00 · Lyon County Ad Valorem 5011-00 · Douglas County Ad Valorem	248,618.56	285,683.13
5012-00 · Carson City Ad Valorem 5031-00 · Interest Income-LGIP Gen.Fund 5058-00 · 208 Water Quality Plan 5058-06 · NDEP 208 Water Quality AG	160,338.42 2,298.35	193,611.30 8,811.65
Total 5058-00 · 208 Water Quality Plan		
5060-00 · Misc. Income/Watershed Tour		
5101-00 · State Parks Aquatic Trail Grant 6007-00 · FEMA-MAS #12 6008-00 · FEMA - COMS #1	17,853.53 31,583.37	52,237.21 51,401.34
Total Income	493,417.98	624,470.38
Expense 7015-00 · Salaries & Wages	40,150.12	117,197.13
7020-00 · Employee Benefits 7021-00 · Workers Comp Ins. 7404-00 · Director's Essa	14,199.11	44,922.17
7101-00 · Director's Fees 7101-01 · Director Benefits 7101-02 · Director's Fees-Alpine Co. 7101-00 · Director's Fees - Other	13.38 80.00 720.00	39.32 320.00 2,083.44
Total 7101-00 · Director's Fees	813.38	2,442.76
7102-00 · Insurance 7103-00 · Office Supplies 7104-00 · Postage 7105-00 · Rent 7106-00 · Telephone/Internet	6,001.04 -46.14 125.45 3,414.40 512.23	6,001.04 346.41 394.10 10,243.20 1,070.82
7107-00 · Travel-transport/meals/lodging 7107-01 · Car Allowance 7107-00 · Travel-transport/meals/lodging - Other	500.00 1,776.70	1,500.00 2,193.54
Total 7107-00 · Travel-transport/meals/lodging	2,276.70	3,693.54
7108-00 · Dues & Publications 7111-00 · Office Equipment 7114-00 · Outside Professional Services	178.27 446.31	5.00 597.44 566.31
7115-00 · Accounting 7116-00 · Legal 7117-00 · Lost Lakes Expenses 7120-00 · Integrated Watershed Programs 7120-55 · NDEP WS COORD VI 2023	512.75 2,000.00 600.00 2,611.41	512.75 4,000.00 780.00 2,938.77
7120-56 · NDEP WS COORD VI 2023 (MATCH)	2 614 44	2 029 77
Total 7120-00 · Integrated Watershed Programs	2,611.41	2,938.77
7126-01 · NDEM 30-Year Drought Plan 7127-00 · State Parks Aquatic Trail 7337-00 · Carson River Restoration 7337-02 · Dayton Valley Conservation Dist 7337-37 · DVCD Projects Inv. EXT 6/30/23 7337-39 · DVCD Pardere RIcci EXT6/30/24	28,949.70 8.52	28,953.06 1,028.52
Total 7337-02 · Dayton Valley Conservation Dist		
Total 7337-00 · Carson River Restoration		

7337-04 · Lahontan Conserv.Dist

**Cash Basis** 

# **CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND**

# Profit & Loss YTD Comparison September 2023

	Sep 23	Jul - Sep 23
7337-44 · LCD- Lower Carson 21-22(EXT) 7337-45 · LCD Clearing & Sand Bars 22-23		
Total 7337-04 · Lahontan Conserv.Dist		
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		
7406-04 · NDEP 208 Water Qual AG 2022-23		105.48
7441-00 · FEMA - MAS #12	2 760 05	45 356 50
7441-02 · CC Southeast ADMP - KH 7441-03 · VC 6-Mile Cyn ADMP-Lumos	3,769.25 5,497.65	15,256.50 16,461.75
7441-03 VC 0-while Cyrl ADMF-Lunios 7441-04 · Buckeye Creek -JEF	233.40	4,938.00
7441-07 · Trvl/Hotel/Meals/Conf/Mileage	467.14	1,342.14
7441-08 · FAW/HWM-Ads/Materials/Supplies		19.65
7441-00 · FEMA - MAS #12 - Other	8.74	33.25
Total 7441-00 · FEMA - MAS #12	9,976.18	38,051.29
7442-00 · FEMA - COMS 1		
7442-01 · Stagecoach ADMP - JEF	11,938.00	23,176.00
7442-02 · North Silver Springs ADMP - KH		5,100.00
7442-03 · Walker River Flood Risk - MB	4,082.24	4,082.24
7442-04 · Fish Springs - J-U-B	6,983.00	6,983.00
7442-06 · Trvl/Hotel/Meals/Conf/Mileage 7442-00 · FEMA - COMS 1 - Other	72.05 5.82	72.05 76.94
Total 7442-00 · FEMA - COMS 1	23,081.11	39,490.23
7500-00 · USGS Monitoring Contracts 7500-04 · USGS Stream Flow Gauges 21-23 7508-04 · DoCo WQ/GW Mon. 2021-23 7524-02 · USGS-GW LvI & WQ-ChCo 2018-23 7526-01 · USGS Middle Carson GW 2020-24 7529-00 · USGS Water Resources 2022-24	12,582.50	12,582.50
Total 7500-00 · USGS Monitoring Contracts	12,582.50	12,582.50
7610-00 · Douglas County Projects		
7610-10 · Do.Co.Reg.Pipeline Debt Service	62,500.00	62,500.00
Total 7610-00 · Douglas County Projects	62,500.00	62,500.00
7640-00 · Churchill County Projects 7640-20 · Lahontan Vly.Wtr.Lvl. 2021-24 7640-22 · Dixie Valley Wtr Lvl 2022-25		
Total 7640-00 · Churchill County Projects		
7700-00 · PROJECTS PAID BY LGIP FUNDS 7610-19 · Pinenut Ck LOMR-FEMA Resp-HDR 7620-18 · Clear Creek LOMR (FEMA Rsp)SCSI 7630-12 · Lyon Cty HWY 50 ROW ext 6/30/25	398.00	1,300.00 5,945.00 398.00
Total 7700-00 · PROJECTS PAID BY LGIP FUNDS	398.00	7,643.00
Total Expense	211,291.04	386,065.52
let Ordinary Income	282,126.94	238,404.86
Other Income/Expense		200, 10 1.00
Other Income Other Income 8009-00 · Trans. In-Floodplain Mgmt. Fd.		8,477.58

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Cash Basis

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

Sep 23	Jul - Sep 23
398.00	1,186.00
398.00	9,663.58
398.00	9,663.58
282,524.94	248,068.44
	398.00 398.00 398.00

# AGENDA ITEM #8

# **PAYMENT OF BILLS**

#### CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

10/02/23 Cash Basis

## Transaction Detail by Account

Туре	Date	Num	Name	Memo	Paid Amount	Balance
	Cash in Checking					
Check	09/01/2023	11059 11060	Euronev, Ltd.	#74334 September Rent	-3,414.40	-3,414.40
Check Check	09/01/2023 09/01/2023	11060	Pacific Office Automation JE Fuller Hydrology & Geomorphology, I	Customer #710047 #P3832.01-15	-29.70 -233.40	-3,444.10 -3,677.50
Check	09/01/2023	11062	JE Fuller Hydrology & Geomorphology, I		-11,938.00	-15,615.50
Check	09/05/2023	11063	VOID			-15,615.50
Check	09/05/2023	11064	Warren Reed Insurance, Inc.	FY 2023-24	-6,001.04	-21,616.54
Deposit Check	09/12/2023 09/12/2023	11065	Pacific Office Automation	Deposit Acct#1055811531	32,725.75 -206.27	11,109.21 10,902.94
Check	09/12/2023	11065	Lumos & Assoc., Inc.	Inv#119284	-5,497.65	5,405.29
Check	09/12/2023	11067	Kimley-Horn & Associates, Inc.	25801127	-3,769.25	1,636.04
Check	09/12/2023	11068	Michael Baker International, Inc.	Inv#1189651	-4,082.24	-2,446.20
Check	09/12/2023	11069	J-U-B Engineers, Inc.	165732	-6,983.00	-9,429.20
Check	09/15/2023	11070 11071	Carson City	CWSD Payroll #19 Professional Services August 2022	-28,262.94	-37,692.14
Check Check	09/15/2023 09/15/2023	11072	King & Russo, Ltd. Deborah Neddenriep	Professional Services August 2023 FEMA Conference Expenses	-2,000.00 -237.23	-39,692.14 -39,929.37
Check	09/20/2023	11073	Douglas County Treasurer	INV# 2023-1-CWSD Semi-Annual Douglas County Pipeline Debt Ser	-62,500.00	-102,429.37
Check	09/21/2023	11074	Clark Childers	Installation Services: faucet in breakroom	-100.00	-102,529.37
Check	09/22/2023	11075	Nevada Div. of Water Resources	Lost Lakes Permit Fees #92879T	-600.00	-103,129.37
Check	09/22/2023	11076	Edwin James	9/20/23 Bd Meal Reimbursement	-406.65	-103,536.02
Deposit Check	09/25/2023 09/25/2023	11077	Bank of America	Deposit Acct. #4024 4910 0003 3949	409,061.11 -839.68	305,525.09 304,685.41
Check	09/25/2023	11078	Casey Neilon, Inc.	Accounting Services Invoice #627712	-512.75	304,172.66
Deposit	09/25/2023		,	Deposit	49,436.90	353,609.56
Check	09/26/2023	11079	Local Government Investment Pool	For deposit/CWSD General	-300,000.00	53,609.56
Check	09/26/2023	ACH	U.S. Geological Survey	#22ZJJFA00128	-12,582.50	41,027.06
Check	09/26/2023 09/26/2023	11080 11081	Charles Dobson Mark Gardner	Sept Director Fee & Qtrly mileage 3rd Qtr Mileage Reimbursement	-151.38 -54.73	40,875.68 40,820.95
Check Check	09/26/2023	11082	Stacey Giomi	3rd Qtr Mileage Reimbursement	-54.73 -70.03	40,820.95
Check	09/26/2023	11083	David Griffith	3rd Qtr Mileage Reimbursement	-83.09	40,667.83
Check	09/26/2023	11084	Sharla Hales	3rd Qtr Mileage Reimbursement	-65.68	40,602.15
Check	09/26/2023	11085	Tammy Hendrix	3rd Qtr Mileage Reimbursement	-91.79	40,510.36
Check	09/26/2023	11086	David Nelson	3rd Qtr Mileage Reimbursement	-27.09	40,483.27
Check	09/26/2023	11087	Ernest Schank	3rd Qtr Mileage Reimbursement	-161.23	40,322.04
Check Check	09/26/2023 09/26/2023	11088 11089	Harry L. Scharmann Lisa Schuette	3rd Qtr Mileage Reimbursement 3rd Qtr Mileage Reimbursement	-69.00 -75.06	40,253.04 40,177.98
Check	09/26/2023	11090	Fred Stodieck	3rd Qtr Mileage Reimbursement	-53.97	40,171.98
Check	09/26/2023	11091	Cassi Koerner	3rd Qtr Mileage Reimbursement	-93.83	40,030.18
Check	09/26/2023	11092	Mike Workman	3rd Qtr Mileage Reimbursement	-116.24	39,913.94
Check	09/26/2023	11093	Lyon County Utilities Dept.	HWY 50 ROW	-398.00	39,515.94
General Jo Check	. 09/26/2023 09/28/2023	11094	Camon City	Lyon County HWY 50 ROW (funded via Acqu/Const Fund)	398.00 -27,319.67	39,913.94 12,594.27
Check	09/29/2023	11095	Carson City Shane Fryer	CWSD Payroll #20 September 2023	-2,746.31	9,847.96
Check	09/29/2023	11096	Deborah Neddenriep	3rd Qtr Mileage Reimbursement	-277.07	9.570.89
Check	09/29/2023	11097	Catrina Schambra	3rd Qtr Mileage Reimbursement	-28.98	9,541.91
Check	09/29/2023	11098	Brenda Hunt	3rd Qtr Mileage Reimbursement	-182.11	9,359.80
Check	09/29/2023	11099	Max Robinson	3rd Qtr Mileage Reimbursement	-157.86	9,201.94
Check Check	09/29/2023 09/29/2023	11100 11101	Lumos & Assoc., Inc. Lumos & Assoc., Inc.	30-Yr Drought Plan Services 7/1/23-7/31/23 INV# 119040 30-Yr Drought Plan Services 8/1/23-8/31/23 INV# 119600	-16,293.00 -12,656.70	-7,091.06 -19,747.76
Check	09/29/2023	11102	cash	September 2023 Petty Cash Reimbursement	-31.32	-19,779.08
	3-00 · Cash in Cheo			1	-19,779.08	-19,779.08
	Local Gov't Inv. P	Ū				
Deposit	09/01/2023	_		Interest	2,298.35	2,298.35
Check	09/26/2023	11079	Local Government Investment Pool	CWSD investment in General Fund LGIP	300,000.00	302,298.35
Total 1014	I-00 · Local Gov't Ir	v. Pool-Reg	ular		302,298.35	302,298.35
	Petty Cash					
Check	09/29/2023	11102	cash	September 2023 Petty Cash Reimbursement	31.32	31.32
General Jo	. 09/30/2023			August Petty Cash Replenishment/Balance	-25.65	5.67
Total 1030-	-00 · Petty Cash				5.67	5.67
3307-00 - (	CC Payroll Due					
General Jo				Payroll #19 (8/25/2023-9/7/2023)	-28,262.94	-28,262.94
Check	09/15/2023	11070	Carson City	Payroll #19 (8/25/2023-9/7/2023)	28,262.94	
General Jo				Payroll #20 (9/8/2023-9/21/2023)	-27,658.47	-27,658.47
General Jo Check	. 09/28/2023 09/28/2023	11094	Carson City	September Meals (9/20/23 Bd Mtg Meal) Payroll #20 (9/8/2023-9/21/2023)	338.80 27,319.67	-27,319.67
	-00 · CC Payroll D		Carson City	1 byton #20 (01012020-012112020)	27,013.07	
	-					
Deposit	Storey County Co 09/12/2023		Storey County	FY 23-24 Contribution	-19,637.00	-19,637.00
Total 5007-	-00 · Storey Count	y Contributio	n		-19,637.00	-19,637.00
5008-00 · A	Alpine Co. Joint P	owers conti	rib			
Deposit	09/12/2023		Alpine County	FY 23-24 Contribution	-13,088.75	-13,088.75
Total 5008-	-00 · Alpine Co. Jo	int Powers c	ontrib		-13,088.75	-13,088.75
5011-00 · C Deposit	Douglas County A 09/25/2023		Douglas County Treasurer	August Ad Valorem Taxes	-248,618.56	-248,618.56
			•	nggering feloren lanes	-248,618.56	
	-00 · Douglas Cour		511		-240,010.00	-248,618.56
Deposit	Carson City Ad Va 09/25/2023		Carson City	August Ad Valorem Taxes	-160,338.42	-160,338.42

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10/02/23

Cash Basis

#### CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Transaction Detail by Account

Туре	Date	Num	Name Memo Paid Amount	Balance
Total 5012-00 ·	· Carson City Ad V	/alorem	-160,338.42	-160,338.43
	est Income-LGIP	Gen.Fund	Interest -2,298.35	-2,298.3
	· Interest Income-L	LGIP Gen.Fund	-2,298.35	-2,298.3
6007-00 · FEM				
	9/25/2023	FEMA	Draw 18	-17,853.5
	FEMA-MAS #12		-17,853.53	-17,853.5
6008-00 · FEM. Deposit 0	<b>A - COMS #1</b> 9/25/2023	FEMA	Draw 9 -31,583.37	-31,583.3
Total 6008-00 ·	FEMA - COMS #	1	-31,583.37	-31,583.3
7015-00 - Salar General Jo 09			Salary Payroll #19 Hunt 3,550.00	3,550.0
Seneral Jo 0	9/15/2023		Salary Payroll #19 James 7,242.10	10,792.1
	9/15/2023		Salary Payroll #19 Neddenriep 3,100.98 Salary Payroll #19 Robinson 2.717.25	13,893.0 16,610.3
Seneral Jo 09 Seneral Jo 09	9/15/2023		Salary Payroll #19 Robinson 2,717.25 Salary Payroll #19 Schambra 3,301.01	19,911.3
	9/28/2023		Salary Payroll #20 Hunt 3,827.78	23,739.1
General Jo 0			Salary Payroll #20 James 7,275.98	31,015.1
	9/28/2023		Salary Payroll #20 Neddenriep 3,068.11	34,083.2
	9/28/2023 9/28/2023		Salary Payroll #20 Robinson 2,867.54 Salary Payroll #20 Schambra 3,334.89	36,950.7 40,285.6
	9/28/2023		September Meals (9/20/23 Bd Mtg Meal) -135.52	40,200.0
	Salaries & Wage	s	40,150.12	40,150.1
7020-00 · Empl				
	9/15/2023		Benies Payroll #19 Hunt 1,864.23	1,864.2
eneral Jo 0	9/15/2023		Benies Payroll #19 James 3,179.20 Benies Payroll #19 Neddenriep 1,514.56	5,043.4 6,557.9
	9/15/2023		Benies Payroli #19 Robinson 487.30	7,045.2
ieneral Jo 0			Benies Payroll #19 Schambra 1,056.31	8,101.6
eneral Jo 05			Benies Payroll #20 Hunt 1,326.46	9,428.0
	9/28/2023		Benies Payroll #20 James 2,535.23 Benies Payroll #20 Neddenriep 1,072.31	11,963.2 13,035.6
	9/28/2023 9/28/2023		Benies Payroll #20 Neddenriep 1,072.31 Benies Payroll #20 Robinson 537.47	13,573.0
	9/28/2023		Benies Payroll #20 Schambra 626.04	14,199.1
7101-00 · Direc	Employee Benefi ctor's Fees rector Benefits	IS	14,199.11	14,199.11
General Jo 09	9/15/2023		Director Benies Payroll #19 Gardner (No meetings this pay period)	
	9/15/2023		Director Benies Payroll #19 Giomi (No meetings this pay period)	
eneral Jo 09			Director Benies Payroll #19 Hales (No meetings this pay period)	
eneral Jo 09 Seneral Jo 09	9/15/2023		Director Benies Payroll #19 Hendrix (No meetings this pay period) Director Benies Payroll #19 Hindle (No meetings this pay period)	
Seneral Jo 09			Director Benies Payroll #19 Korner (No meetings this pay period)	
	9/15/2023		Director Benies Payroll #19 Nelson (No meetings this pay period)	
	9/15/2023		Director Benies Payroll #19 Schank (No meetings this pay period)	
	9/15/2023		Director Benies Payroll #19 Scharmann (No meetings this pay period)	
	9/15/2023 9/15/2023		Director Benies Payroll #19 Schuette (No meetings this pay period) Director Benies Payroll #19 Stodieck (No meetings this pay period)	
ieneral Jo 09			Director Benies Payroll #19 Workman (No meetings this pay period)	
	9/28/2023		Director Benies Payroll #20 Gardner (9/20/23 Bd Mtg) 1.16	1.1
	9/28/2023		Director Benies Payroll #20 Giorni (9/20/23 Bd Mtg) 1.65	2.8
	9/28/2023 9/28/2023		Director Benies Payroll #20 Hales (ABSENT 9/20/23 Bd Mtg) Director Benies Payroll #20 Hendrix (9/20/23 Bd Mtg) 1.65	2.8 4.4
	9/28/2023		Director Benies Payrol #20 Hindle (ABSENT 9/20/23 Bd Mtg)	4.4
	9/28/2023		Director Benies Payroll #20 Koerner (9/20/23 Bd Mtg) 1.65	6.1
	9/28/2023		Director Benies Payroll #20 Nelson (9/20/23 Bd Mtg) 1.16	7.2
	9/28/2023		Director Benies Payroll #20 Schank (9/20/23 Bd Mtg) 1.65	8.9 8.9
	9/28/2023 9/28/2023		Director Benies Payroll #20 Scharmann (ABSENT 9/20/23 Bd Mtg) Director Benies Payroll #20 Schuette (9/20/23 Bd Mtg) 1.16	10.0
eneral Jo 09			Director Benies Payroll #20 Stodieck (9/20/23 Bd Mtg) 1.65	11.7
ieneral Jo 09	9/28/2023		Director Benies Payroll #20 Workman (9/20/23 Bd Mtg) 1.65	13.3
	1 · Director Benefit		13.38	13.3
		1080 Charles Dobsor		80.00
Total 7101-02	2 · Director's Fees	-Alpine Co.	80.00	80.00
	ector's Fees - Ot 9/15/2023	her	Director Fee Payroll #19 Gardner (No meetings this pay period)	
	9/15/2023		Director Fee Payroll #19 Gardier (No meetings this pay period)	
ieneral Jo 09	9/15/2023		Director Fee Payroll #19 Hales (No meetings this pay period)	
eneral Jo 09	9/15/2023		Director Fee Payroll #19 Hendrix (No meetings this pay period)	
	9/15/2023		Director Fee Payroll #19 Hindle (No meetings this pay period)	
	9/15/2023		Director Fee Payroli #19 Koerner (No meetings this pay period)	
eneral Jo 09	3/4 5/0000		Director Fee Payroll #19 Nelson (No meetings this pay period)	
ieneral Jo 09 ieneral Jo 09	9/15/2023			
General Jo 09 General Jo 09 General Jo 09	9/15/2023		Director Fee Payroll #19 Schank (No meetings this pay period) Director Fee Payroll #19 Scharmann (No meetings this pay period)	
General Jo 09 General Jo 09 General Jo 09 General Jo 09 General Jo 09	9/15/2023 9/15/2023 9/15/2023		Director Fee Payroll #19 Schank (No meetings this pay period) Director Fee Payroll #19 Scharmann (No meetings this pay period) Director Fee Payroll #19 Schuette (No meetings this pay period)	
Seneral Jo 09 Seneral Jo 09 Seneral Jo 09 Seneral Jo 09 Seneral Jo 09 Seneral Jo 09	9/15/2023 9/15/2023		Director Fee Payroll #19 Schank (No meetings this pay period) Director Fee Payroll #19 Scharmann (No meetings this pay period)	

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## 10/02/23

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Cash Basis

#### CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

**Transaction Detail by Account** 

Туре	Date	Num	Name	Мето	Paid Amount	Balance
General Jo				Director Fee Payroll #20 Gardner (9/20/23 Bd Mtg)	80.00	80.00
General Jo General Jo				Director Fee Payroll #20 Giomi (9/20/23 Bd Mtg) Director Fee Payroll #20 Hales (ABSENT 9/20/23 Bd Mtg)	113.88	193.88 193.88
General Jo				Director Fee Payroll #20 Hendrix (9/20/23 Bd Mtg) Director Fee Payroll #20 Hindle (ABSENT 9/20/23 Bd Mtg)	113.88	307.76
General Jo General Jo				Director Fee Payroll #20 Koerner (9/20/23 Bd Mtg)	113.88	307.76 421.64
General Jo	09/28/2023			Director Fee Payroll #20 Nelson (9/20/23 Bd Mtg)	80.00	501.64
General Jo General Jo				Director Fee Payroll #20 Schank (9/20/23 Bd Mtg) Director Fee Payroll #20 Scharmann (ABSENT 9/20/23 Bd Mtg)	113.88	615.52 615.52
General Jo	09/28/2023			Director Fee Payroll #20 Schuette (9/20/23 Bd Mtg)	80.00	695.52
General Jo General Jo				Director Fee Payroll #20 Stodieck (9/20/23 Bd Mtg) Director Fee Payroll #20 Workman (9/20/23 Bd Mtg)	113.88 113.88	809.40 923.28
General Jo				September Meals (9/20/23 Bd Mtg Meal)	-203.28	720.00
	1-00 · Director's		r		720.00	720.00
7102-00 · li	00 · Director's F	ees			813.38	813.38
Check	09/05/2023	11064	Warren Reed Insurance, Inc.	FY 2023-24 POOL Insurance Premium	6,001.04	6,001.04
	00 · Insurance				6,001.04	6,001.04
7103-00 · C Check	Office Supplies 09/01/2023	11060	Pacific Office Automation	August Color Copies	29.70	29.70
Check	09/12/2023	11065	Pacific Office Automation	September - B/W Copies	28.00	57.70
Deposit Check	09/25/2023 09/25/2023	1003 11077	River Wranglers Bank of America	JAN-APR Copies FY 22-23 (check lost & found) Faucet for Breakroom Sink (returned-wrong size)	-104.13 -69.38	-46.43 -115.81
Check	09/25/2023	11077	Bank of America	Faucet for Breakroom Sink	97.06	-18.75
General Jo General Jo				September Copies Catrina Schambra - dishsoap, sponges wand, sponge refills	-38.04 9.51	-56.79 -47.28
General Jo				Debbie Neddenreip - Sponge for breakroom	2.46	-44.82
General Jo				Ed James - Copies 11 x.06; 6 x .11	-1.32	-46.14
Total 7103- 7104-00 · P	00 · Office Supp	lies			-46.14	-46.14
Check	09/25/2023	11077	Bank of America	9/20/23 Board Meeting Agenda Mailing	125.45	125.45
	00 · Postage				125.45	125.45
7105-00 · R Check	lent 09/01/2023	11059	Euronev, Ltd.	September Rent	3,414.40	3,414.40
Total 7105⊣	00 · Rent				3,414.40	3,414.40
7106-00 - T Check	elephone/Interr 09/25/2023	1077 11077	Bank of America	Sept ZOOM	15.99	15.99
Check	09/25/2023	11077	Bank of America	Aug & Sept Internet	244.89	260.88
Check	09/25/2023	11077 11077	Bank of America Bank of America	Vonage Phone System - Sept Sept - Microsoft Internet	142.85 75.00	403.73 478.73
Check Check	09/25/2023 09/25/2023	11077	Bank of America	Sept - Microsoft 395	6.00	484.73
Check	09/25/2023	11077	Bank of America	Sept - Quick Books Online	27.50	512.23
	00 · Telephone/I				512.23	512.23
7107-01 ·	ravel-transport Car Allowance		ng			ju.
General Jo General Jo	09/15/2023 09/28/2023			Car Allowance Payroll #19 James Car Allowance Payroll #20 James	250.00 250.00	250.00 500.00
	7-01 · Car Allow	ance			500.00	500.00
	Travel-transpo					
Check Check	09/22/2023 09/25/2023	11076 11077	Edwin James Bank of America	9/20/23 Bd Meal Reimbursement Board Mtg Meal Red Dog Saloon 8/16/23 Storey Cty Field Trip	406.65 174.32	406.65 580.97
Check	09/26/2023	11080	Charles Dobson	3rd Qtr Mileage Reimbursement	71.38	652.35
Check	09/26/2023	11081	Mark Gardner	3rd Qtr Mileage Reimbursement	54.73	707.08
Check Check	09/26/2023 09/26/2023	11082 11083	Stacey Giomi David Griffith	3rd Qtr Mileage Reimbursement 3rd Qtr Mileage Reimbursement	70.03 83.09	777.11 860.20
Check	09/26/2023	11084	Sharla Hales	3rd Qtr Mileage Reimbursement	65.68	925.88
Check Check	09/26/2023	11085 11086	Tammy Hendrix David Nelson	3rd Qtr Mileage Reimbursement 3rd Qtr Mileage Reimbursement	91.79 27.09	1,017.67 1,044.76
Check	09/26/2023 09/26/2023	11087	Ernest Schank	3rd Qtr Mileage Reimbursement	161.23	1,205.99
Check	09/26/2023	11088	Harry L. Scharmann	3rd Qtr Mileage Reimbursement	69.00	1,274.99
Check Check	09/26/2023 09/26/2023	11089 11090	Lisa Schuette Fred Stodieck	3rd Qtr Mileage Reimbursement 3rd Qtr Mileage Reimbursement	75.06 53.97	1,350.05 1,404.02
Check	09/26/2023	11091	Cassi Koerner	3rd Qtr Mileage Reimbursement	93.83	1,497.85
Check Check	09/26/2023 09/29/2023	11092 11096	Mike Workman Deborah Neddenriep	3rd Qtr Mileage Reimbursement 3rd Qtr Mileage Reimbursement	116.24 65.50	1,614.09 1,679.59
Check	09/29/2023	11097	Catrina Schambra	3rd Qtr Mileage Reimbursement	28.98	1,708.57
Check Check	09/29/2023 09/29/2023	11098 11099	Brenda Hunt Max Robinson	3rd Qtr Mileage Reimbursement 3rd Qtr Mileage Reimbursement	0.66 67.47	1,709.23 1,776.70
Total 710	7-00 · Travel-tra	nsport/meals	/lodging - Other	**	1,776.70	1,776.70
Total 7107-0	00 · Travel-trans	port/meals/lo	dging		2,276.70	2,276.70
	ffice Equipmen		Desilie Office Automotics	Contembor Kening Minelle Dielleh 04501 Deursch	170 07	470 07
Check Check Check	09/12/2023 09/25/2023 09/25/2023	11065 11077 11077	Pacific Office Automation Bank of America Bank of America	September - Konica Minolta BizHub C450i Lease Payment Office Depot Credit NEW Conference Room Chairs (17 Serta -Black/rolling)	178.27 -1,631.83 1,631.83	178.27 -1,453.56 178.27
ONCON	0312012023	11077		ALT CONCION ROOM CHAINS (17 CORD "DIACMOUNTY)	1,001.00	110.21

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#### **Cash Basis**

#### CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

#### Transaction Detail by Account

Туре	Date	Num	Name	Memo	Paid Amount	Balance
Total 7111-	00 · Office Equipr	ment			178.27	178.27
7114-00 · O Check Check	utside Professio 09/21/2023 09/29/2023	onal Servic 11074 11095	es Clark Childers Shane Fryer	Installation Services: faucet in breakroom Timesheet and insurance reimbursements thru Sept (1 hr)	100.00 346.31	100.00 446.31
Total 7114-(	00 · Outside Profe	essional Se	rvices		446.31	446.31
7115-00 · A Check	ccounting 09/25/2023	11078	Casey Neilon, Inc.	Accounting Services	512.75	512.75
	00 · Accounting	11070	Casey Nellon, Inc.	Accounting betwees	512.75	512.75
7116-00 · Lo	egal					
Check	09/15/2023	11071	King & Russo, Ltd.	Professional Services AUGUST 2023	2,000.00	2,000.00
Total 7116-0	ost Lakes Exper	1606			2,000.00	2,000.00
Check	09/22/2023	11075	Nevada Div. of Water Resources	Lost Lakes Permit Fees (Application 92879T)	600.00	600.00
	00 · Lost Lakes E				600.00	600.00
			a <b>ms</b> Shane Fryer Brenda Hunt	Voice Cloning for PSAs, Voice overs; Snapshot Calibration; NEON & 3rd Qtr Mileage Reimbursement September Copies Brenda Hunt - Notary for FaceBook posting docs	2,400.00 172.93 23.48 15.00	2,400.00 2,572.93 2,596.41 2,611.41
Total 7120	0-55 · NDEP WS	COORD VI	2023		2,611.41	2,611.41
Total 7120-0	00 · Integrated W	atershed Pr	ograms		2,611.41	2,611.41
7126-01 - N Check Check	DEM 30-Year Dro 09/29/2023 09/29/2023	ought Plan 11100 11101	Lumos & Assoc., Inc. Lumos & Assoc., Inc.	30-Yr Drought Plan Services 7/1/23-7/31/23 30-Yr Drought Plan Services 8/1/23-8/31/23	16,293.00 12,656.70	16,293.00 28,949.70
Total 7126-0	01 · NDEM 30-Ye	ar Drought	Plan		28,949.70	28,949.70
7127-00 · St Check	tate Parks Aquat 09/29/2023	t <b>ic Trail</b> 11098	Brenda Hunt	3rd Qtr Mileage Reimbursement	8.52	8.52
Total 7127-0	00 · State Parks A	Aquatic Trail	I		8.52	8.52
	EMA - MAS #12 CC Southeast A	DMP - KH				
Check	09/12/2023	11067	Kimley-Horn & Associates, Inc.	SECC ADMP -Svcs thru August 31, 2023	3,769.25	3,769.25
	1-02 · CC Southe				3,769.25	3,769.25
7441-03 · Check	VC 6-Mile Cyn A 09/12/2023	11066	Lumos & Assoc., Inc.	Virginia City/6-Mile Cyn ADMP Services 8/1/2023-8/31/2023	5,497.65	5,497.65
Total 7441	1-03 · VC 6-Mile (	Cyn ADMP-I	Lumos		5,497.65	5,497.65
7441-04 · Check	Buckeye Creek - 09/01/2023	-JEF 11061	JE Fuller Hydrology & Geomorphology, I	Buckeye Creek - 8/1/23-8/31/23 (FINAL PAYMENT)	233.40	233.40
Total 7441	1-04 · Buckeye Ci	reek -JEF			233.40	233.40
Check	Trvi/Hotel/Meals 09/15/2023	11072	Deborah Neddenriep	FEMA Conference Expenses	237.23	237.23
Check Check	09/29/2023 09/29/2023	11096 11099	Deborah Neddenriep Max Robinson	3rd Qtr Mileage Reimbursement 3rd Qtr Mileage Reimbursement	139.52 90.39	376.75 467.14
• Total 7441	1-07 · Trvl/Hotel/N	deals/Conf/	Mileage		467.14	467.14
7441-00 · General Jo	FEMA - MAS #12 09/29/2023	2 - Other		September Copies	8.74	8.74
Total 7441	1-00 · FEMA - MA	S #12 - Oth	er		8.74	8.74
Total 7441-0	00 · FEMA - MAS	#12			9,976.18	9,976.18
	EMA - COMS 1 Stagecoach ADI	MD_ IEE				
Check	09/01/2023	11062	JE Fuller Hydrology & Geomorphology, I	Stagecoach ADMP- 8/1/23-8/31/23	11,938.00	11,938.00
	2-01 · Stagecoach				11,938.00	11,938.00
7442-03 · Check	Walker River Flo 09/12/2023	ood Risk - N 11068	MB Michael Baker International, Inc.	Walker River Flood Risk - Services thru September 3, 2023	4,082.24	4,082.24
	2-03 · Walker Rive		sk - MB		4,082.24	4,082.24
7442-04 · Check	Fish Springs - J 09/12/2023	- <b>U-B</b> 11069	J-U-B Engineers, Inc.	Services thru August 31, 2023	6,983.00	6,983.00
Total 7442	2-04 · Fish Spring	ls - J-U-B			6,983.00	6,983.00
7442-06 · Check	Trvl/Hotel/Meals 09/29/2023	/Conf/Milea 11096	<b>age</b> Deborah Neddenriep	3rd Qtr Mileage Reimbursement	72.05	72.05
Total 7442	2-06 · Trvl/Hotel/M	Aeals/Conf/I	Mileage		72.05	72.05
7442-00 ·	FEMA - COMS 1	- Other				

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Cash Basis

#### CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

#### Transaction Detail by Account

#### September 2023

Туре	Date	Num	Name	Memo	Paid Amount	Balance
General Jo	09/29/2023			September Copies	5.82	5.82
Total 7442-00 · FEMA - COMS 1 - Other					5.82	5.82
Total 7442-0	0 · FEMA - COM	61			23,081.11	23,081.11
	GS Monitoring (					
7529-00 · Check	USGS Water Res 09/26/2023		<ol> <li>Geological Survey</li> </ol>	Qtrly Pymt JFA#22ZJJFA00128 Water Resources	12,582.50	12,582.50
Total 7529-00 · USGS Water Resources 2022-24			22-24		12,582.50	12,582.50
Total 7500-0	0 · USGS Monitor	ing Contracts			12,582.50	12,582.50
	ouglas County Pr					
7610-10 · I Check	Do.Co.Reg.Pipel 09/20/2023		e uglas County Treasurer	Semi-Annual Douglas County Pipeline Debt Service	62,500.00	62,500.00
Total 7610	-10 · Do.Co.Reg.	Pipeline Debt S	ervice		62,500.00	62,500.00
Total 7610-0	0 · Douglas Coun	ty Projects			62,500.00	62,500.00
	ROJECTS PAID B					
7630-12 · I Check	Lyon Cty HWY 5 09/26/2023		1 <b>/25</b> n County Utilities Dept.	McGinley & Assoc. Inv#29898	398.00	398.00
Total 7630-12 · Lyon Cty HWY 50 ROW ext 6/30/25					398.00	398.00
Total 7700-00 · PROJECTS PAID BY LGIP FUNDS					398.00	398.00
	ans. In-Acq/Cons	st. Fund				
General Jo 09/26/2023				Lyon County HWY 50 ROW (funded via Acqu/Const Fund)	-398.00	-398.00
Total 8015-0	0 - Trans. In-Acq/	Const. Fund			-398.00	-398.00
TOTAL						

# **CWSD Petty Cash Transaction Record** September 2023

7103 Office Supplies 7103 Office Supplies	Starting Balance Catrina Schambra dishsoap, spoonges,sponge wand Debbie Neddenreip	\$9.51		<b>\$94.33</b> \$84.82
Office Supplies 7103	dishsoap, spoonges,sponge wand Debbie Neddenreip			\$84.82
7103	Debbie Neddenreip	<b>60.40</b>		
		CO 40		
Office Supplies		\$2.46		\$82.36
	Sponge for breakroom			
7120-55	Brenda Hunt	\$15.00		\$67.36
WS COORD VI	Notary for FaceBook posting docs			
7103	Ed James		\$1.32	\$68.68
Office Supplies	Copies11 blk x.06; 6 Color x .11			
	Petty Cash Replenishment Check #11100			\$31.32
	PETTY CASH BALANCE			\$100.00
	VS COORD VI 7103	VS COORD VI Notary for FaceBook posting docs 7103 Ed James Office Supplies Copies11 blk x.06; 6 Color x .11 Petty Cash Replenishment Check #	VS COORD VI Notary for FaceBook posting docs 7103 Ed James Office Supplies Copies11 blk x.06; 6 Color x .11 Petty Cash Replenishment Check #11100	VS COORD VI Notary for FaceBook posting docs 7103 Ed James \$1.32 Office Supplies Copies11 blk x.06; 6 Color x .11 Petty Cash Replenishment Check #11100

Date: 929 23 Prepared by: Schambra Approved by: Eliver James

:cat

# AGENDA ITEM #9

# CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

**DATE:** October 18, 2023

# **SUBJECT:** Agenda Item #9 – <u>For Possible Action</u>: Approval of update to CWSD Personnel Policy Manual to add Voting Leave

**DISCUSSION**: To follow Nevada law (Voting Leave per NRS 293.463), staff is proposing to update the CWSD Personnel Policy Manual to include the following section:

#### 5.13. Voting Leave

Per NRS 293.463 employers in are required to provide paid voting leave to all employees who are registered voters if it's impractical for them to vote before or after work. The duration of this type of leave is determined by the distance between the workplace and the polling place.

An employee must be given:

- 1 hour if the distance between the workplace and polling place is less than 2 miles
- 2 hours if the distance is between 2 miles and 10 miles
- 3 hours if the distance is more than ten miles

Employers may designate the hours of absence, in order to minimize the impact on business operations. An employer isn't allowed to penalize, discharge, discipline, or discriminate against an employee who wishes to vote. Advanced notice is required; an employee must apply for leave before the election day. Voting leave in Nevada must be paid. An employer may not deduct from an employee's salary or wages for this absence.

**STAFF RECOMMENDATION**: Approve adding Section 5.13 - Voting Leave to the CWSD Personnel Policy Manual as presented above.

# AGENDA ITEM #10

# CARSON WATER SUBCONSERVANCY DISTRICT

TO:Board of DirectorsFROM:Edwin JamesDATE:October 18, 2023SUBJECT:Agenda Item #10 – For Possible Action: Approval of Agreement #2023-20<br/>EcoSoil Solutions, LLC – Soil Health Consulting Services, not to exceed<br/>\$2,000

**DISCUSSION**: CWSD wants to hire EcoSoil Solutions, LLC, a soil health consulting service owned by Chuck Schembre. EcoSoil Solutions, LLC will be contracted to assist with the soil health/regenerative agriculture work CWSD is completing for NDEP with Clean Water Action Section 208 funds. EcoSoil's Agreement #2023-20 is attached and is not to exceed \$2000. Funding for this agreement will come out of the Clean Water Action Section 208 grant.

**STAFF RECOMMENDATION**: Approve Agreement #2023-20 EcoSoil Solutions, LLC – Soil Health Consulting Services, not to exceed \$2,000 as presented.





# Agreement

Carson Water Subconservancy District (hereinafter "CWSD") and EcoSoil Solutions, LLC (hereinafter "ECOSOIL") hereby enter into an agreement whereby ECOSOIL will provide Soil Health Consulting in accordance with and subject to the following terms and conditions:

### 1) ASSIGNMENT

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

ECOSOIL will provide Soil Health Consulting which is further identified and described in Exhibit A. The compensation paid to ECOSOIL for the Soil Health Consulting shall not exceed **\$2,000**.

### 2) **INDEMNITIES**

- (a) To the fullest extent permitted by law ECOSOIL 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 ECOSOIL, its officers, employees and agents.
- (b) CWSD will indemnify and hold ECOSOIL harmless with respect to any claims or actions instituted by third parties which result from the use by ECOSOIL of material furnished by CWSD or where material created by ECOSOIL is substantially changed by CWSD. Information or data obtained by ECOSOIL 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 ECOSOIL, ECOSOIL shall assist in the preparation of the defense of such action or proceeding and cooperate with CWSD and CWSD's attorneys. CWSD will reimburse ECOSOIL any out-of-pocket costs ECOSOIL 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.
- (e) Indemnity for losses related to professional liability. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless CWSD, its officers, directors, and employees against all damages, liabilities, or cost, including reasonable attorneys' fees and fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone whom the Consultant is legally liable.

#### 3) **INSURANCE**

Unless otherwise required in this Agreement, the CWSD and ECOSOIL 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; \$2,000,000

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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) ECOSOIL 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, 2024**, unless extended by written agreement of the parties.
- b) ECOSOIL 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 ECOSOIL 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 ECOSOIL.

## 5) **PERFORMANCE**

Should ECOSOIL fail to perform any of the services provided for in Exhibit A, CWSD shall notify ECOSOIL of such non-performance and allow thirty (30) days for ECOSOIL 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 – ECOSOIL, LLC: Quote for Services

#### 7) **INDEPENDENT CONTRACTOR**

ECOSOIL 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.

As an Independent Contractor under Federal Award funding see CFR Part 200 Appendix II below:

## Code of Federal Regulations (CFR) <u>Appendix II to Part 200, Title 2</u> (August 1, 2023) — Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <u>41 U.S.C. 1908</u>, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by

#### Contractor Agreement #2023-20 EcoSoil





the non- Federal entity including the manner by which it will be effected and the basis for settlement.

- (C) Equal Employment Opportunity. Except as otherwise provided under <u>41 CFR Part 60</u>, all contracts that meet the definition of "federally assisted construction contract" in <u>41 CFR Part 60–1.3</u> must include the equal opportunity clause provided under <u>41 CFR 60–1.4(b)</u>, in accordance with Executive Order 11246, "Equal Employment Opportunity" (<u>30 FR 12319</u>, <u>12935</u>, <u>3 CFR Part</u>, <u>1964</u>–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <u>41 CFR part 60</u>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each EcoSoil or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each EcoSoil must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the





open market, or contracts for transportation or transmission of intelligence.

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <u>37 CFR § 401.2 (a)</u> and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of <u>37 CFR Part 401</u>, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see <u>2 CFR</u> <u>180.220</u>) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <u>2 CFR 180</u> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (<u>31 U.S.C. 1352</u>)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) Procurement of recovered materials A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <u>40 CFR part 247</u> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials

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identified in the EPA guidelines.

- (K) Prohibition on certain telecommunications and video surveillance services or equipment.
  - (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
    - (1) Procure or obtain;
    - (2) Extend or renew a contract to procure or obtain; or
    - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <u>Public Law 115–232</u>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
      - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
      - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
      - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
  - (b) In implementing the prohibition under <u>Public Law 115–232</u>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
  - (c) See <u>Public Law 115–232</u>, section 889 for additional information.
  - (d) See also § 200.471.
- (L) Domestic preferences for procurements -
  - (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The





requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

- (b) For purposes of this section:
  - (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020:FEMA Contract Provision Guide June 2021]

#### 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 ECOSOIL (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 ECOSOIL upon completion, termination, or cancellation of this Agreement. ECOSOIL shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of ECOSOIL's obligations under this Agreement without the prior written consent of CWSD shall defend, indemnify, and hold harmless Consultant for any reuse of work documents on other projects without written permission of the Consultant

#### 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 ECOSOIL 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 ECOSOIL 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 ECOSOIL becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

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- (4) If CWSD materially breaches any material duty under this Agreement and any such breach impairs ECOSOIL'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) ECOSOIL shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the CWSD;
  - (3) ECOSOIL shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by the CWSD; and
  - (4) ECOSOIL 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, ECOSOIL 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 ECOSOIL 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.

The parties acknowledge or agree that the contract was written and agreed to 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 ECOSOIL 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. ECOSOIL may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that ECOSOIL 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.

#### Contractor Agreement #2023-20 EcoSoil





#### 13) <u>NOTICES</u>

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

Edwin James Carson Watershed Subconservancy District 777 E William Street, Suite 209 Carson City, NV 89701 Chuck Schembre EcoSoil, LLC 2648 Wildrye Court Minden, NV 89423

#### 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 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.





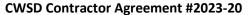
#### Accepted and Agreed on behalf of: Carson Water Subconservancy District

Accepted and Agreed on behalf of: **EcoSoil, LLC** 

Signature Edwin D. James General Manager Date

*Signature* Chuck Schembre Owner

Date



Chuck Schembre

2648 Wildrye Court

Minden, NV 89423



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## Exhibit A EcoSoil, LLC Quote for Services

EcoSoil Solutions LLC

Nevada Business ID# NV20232912893

Quote: Soil Health Consulting Services

09 October 2023		\$1,445.00
PAYMENT DUE BY:	TBD	<i> </i>

Carson Water Subconservancy District 777 E. William Str

Carson City, NV 89701

Item	Quanity	DETAILS	UNIT PRICE	LINE TOTAL			
1	1	TNC-RFR: Field work and Soil Analysis	450.00	450.00			
2	1	Cami Hodges Farm: Field Work and Soil Analysis	675.00	675.00			
3	1	Report: Project Level Soil Data Interpretation, Case Study, White Paper	200.00				
	Quote includes staff hourly rate of \$80/hr, equipment costs, and travel expenses/mileage for each sites. Each farm location includes estimated hours spent in travel and in the field, sampling soils, and time required to analysis soil data and provide recommendations via follow up calls. Item 2, Reporting, includes 4hrs of assistance with drafting and reviewing Case Studies and review of a White Paper.						
	I		Net Total	\$1,445.00			
			Tax				
			USD TOTAL	\$1,445.00			
	Please sign below and return to proceed with the agreed upon work and cost						
1	Client Signature:		Date:				

PAYMENT SHOULD BE MADE BY BANK TRANSFER OR CHECK MADE PAYABLE TO CHARLES SCHEMBRE.

*Note:* Any expenses over quoted amount of \$1,445 must be pre-authorized by CWSD and the total amount paid must not exceed \$2,000.

## AGENDA ITEM #11

### CARSON WATER SUBCONSERVANCY DISTRICT

TO:	Board of Directors			
FROM:	Edwin James			
DATE:	October 18, 2023			
SUBJECT:	Agenda Item #11 – For Possible Action: Approval to Donate Surplus Conference Chairs			

**DISCUSSION**: Staff requests permission to donate 15 surplus conference room chairs that were purchased in 1999. These chairs have already been replaced with more comfortable wheeled chairs that better fit our space. Staff has located an organization that will gladly accept our surplus chairs.

**STAFF RECOMMENDATION**: Approve donating 15 surplus conference chairs as described above.

## AGENDA ITEM #12

### CARSON WATER SUBCONSERVANCY DISTRICT

TO:	Board of Directors
FROM:	Edwin James
DATE:	October 18, 2023
SUBJECT:	Agenda Item #12 – For Possible Action: Authorize CWSD Staff to pursue 2023 Invasive Species Non-Federal Lands Western Regional Priority Projects Grant

**DISCUSSION**: CWSD, with help from the Nevada Department of Agriculture (NDA), would like to pursue grant funding through the Bipartisan Infrastructure Law (BIL) FY 2023 Western Regional Priority Projects under the Western Weed Action Plan. This grant will allow CWSD to provide additional funding to our weed partners. Staff would like to request grant funds of \$100,000+ with match requirements being met through the existing weed program. Please see attached Funding Opportunity for FY 2023 BIL Invasive Species - Non-federal Lands Western Regional Priority Projects.

**STAFF RECOMMENDATION**: Authorize CWSD staff to pursue BIL 2023 Invasive Species Non-Federal Lands Western Regional Priority Projects Grant as presented.

#### Funding Opportunity for FY 2023 BIL Invasive Species Non-federal Lands Western Regional Priority Projects

#### **BIL Invasive Species Funding**

A provision in the Bipartisan Infrastructure Law (BIL), <u>H.R. 3684</u> (P.L. 117-58), pertaining to invasive species reads:

Sec. 40804. ECOSYSTEM RESTORATION

 (b)(6) \$200,000,000 shall be made available for invasive species detection, prevention, and eradication, including conducting research and providing resources to facilitate detection of invasive species at points of entry and awarding grants for eradication of invasive species on non-Federal land and on Federal land. (B) \$100,000,000 shall be made available to the Secretary of Agriculture.

The western region anticipates receiving \$2.24 million annually for fiscal years (FY) 2023-2026 to address invasive species issues on non-federal lands.

- Twenty-five percent, or approximately \$560,000, will be available to support state capacity. States and Pacific Islands may opt to receive a portion of the available funding, approximately \$30,000 per state and \$10,000 per Pacific Island.
- Seventy-five percent, or approximately \$1.68 million, and any remaining state capacity funding will be allocated to regional priority projects.

#### FY 2023 Priorities for Western Regional Priority Projects

Four regional priorities are identified for FY 2023. Western regional priority projects must align with one of the identified regional priorities and one or more of the bulleted subtopics listed under the identified priorities.

- 1. Western Weed Action Plan
  - Early detection and rapid response (EDRR)
  - o Riparian action
  - Classical biological control
- 2. Pacific Island interagency biosecurity projects managing terrestrial invasive species (e.g., fire ants, coconut rhinoceros beetle, *Phellinus noxius, Chromolaena odorata*)
  - Quarantine/prevention
  - Port-of-entry monitoring
  - o EDRR
  - Classical biological control
- 3. Terrestrial invasive non-plant pests and pathogens
  - o EDRR
  - Riparian protection
  - Prevention (e.g., landscape-level host replacement before restoration)
  - Developing technology at a scale that can determine impacts to local areas
- 4. Surveying and monitoring of invasive species and planning an appropriate response
  - Supporting long-term interagency projects

#### Western Regional Priority Projects

Project proposals should address the following components (please provide responses in the excel spreadsheet titled *Project Spreadsheet\_FY23 BIL Invasive Species Regional Priority Projects*):

- Project Description (limit 1250 characters) Provide an overview of the project, the proposed project duration, the funding request, and which regional priority, or priorities, the project aligns with.
- Activity (2500 characters) What action is proposed, and what measurable outcomes are expected?
- Partnerships (1250 characters) Explain if the work is to be done with or through others, any leverage or additional partner funding that will be attracted to the project and if it crosses ownership boundaries or regions.

Multi-year projects are acceptable, but all funds must be requested and awarded in the first year. Funding of requests submitted in subsequent years cannot be guaranteed.

#### **Submission and Selection Process**

- Please submit regional priority project proposals to Carol Randall, USFS Forest Health Protection Northern (R1) and Intermountain (R4) Invasive Plant Program Manager, <u>carol.randall@usda.gov</u>.
- Project proposals must be submitted by 5:00 p.m. MT on March 24, 2023.
- Western USDA Forest Service State and Private Forestry Directors will review and discuss project selections.
- The western regional priority project selection list will be reviewed and endorsed by the BIL Invasive Species Western Panel before submission to the USDA Forest Service Washington D.C. Office.
- Recipients of BIL invasive species western regional priority project funds will work with their respective USDA Forest Service regional coordinator/manager/specialist through the contract process to add the needed project specifics.

## AGENDA ITEM #13

### CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

**DATE:** October 18, 2023

**SUBJECT:** Agenda Item #13 – <u>For Possible Action</u>: Approval of Addendum to Agreement #2023-17 – J-U-B Engineers – Fish Springs & Pinenut Creek Study to Update Exhibit A – Business Plan

**DISCUSSION**: On July 19, 2023, CWSD approved an agreement with J-U-B to conduct the Fish Springs & Pinenut Creek Study. Attached to the agreement was a Business Plan that identified the activities that J-U-B would perform as part of the study. After the agreement was approved Douglas County's staff realized that they wanted to restructure the Business Plan due to updated information regarding Fish Springs drainage. The modified Business Plan will expedite the hydrology and compare two previous preliminary design alternatives. Funding for this project is coming from the 2022 CTP FEMA funding.

Staff is requesting that the General Manager be authorized to sign a change order for up to 10 percent of the original award if funding is available in the grant from FEMA.

**STAFF RECOMMENDATION**: Approve Addendum to Agreement #2023-17 – J-U-B Engineers – Fish Springs & Pinenut Creek Study to update Exhibit A – Business Plan and authorize the General Manager to execute change orders for up to 10% of the contract amount if funding is available in the grant from FEMA as presented.as presented.



## Addendum to Agreement #2023-17 between Carson Water Subconservancy District & J-U-B Engineers, Inc.

WHEREAS on July 19, 2023, the CARSON WATER SUBCONSERVANCY DISTRICT (hereinafter referred to "CWSD") and J-U-B Engineers, Inc. (hereinafter referred to as "J-U-B") entered into an Agreement (hereinafter "Agreement #2023-17") addressing funding from CWSD to J-U-B for the Fish Springs & Pinenut Creek Study (hereafter "Project"); and

WHEREAS J-U-B has determined the Project will require revisions to Exhibit A – Business Plan of Agreement #2023-17; and

WHEREAS CWSD has agreed to revisions to Exhibit A – Business Plan of Agreement #2023-17.

#### NOW, THEREFORE, IT IS AGREED:

- 1. Exhibit A Business Plan of Agreement #2023-17 will be replaced with the revised Exhibit A attached.
- 2. All other terms of Agreement #2023-17 shall remain in full force and effect.
- **IN WITNESS WHEREOF**, the parties have executed this Addendum on the day and year written below.

DATE: \_\_\_\_\_

J-U-B ENGINEERS, INC.

DATE: \_\_\_\_\_

CARSON WATER SUBCONSERVANCY DISTRICT

Shane Dyer, Area Manager

Michael Workman, Chairperson

ADDENDUM TO AGREEMENT #2023-17 J-U-B ENGINEERS, INC. Fish Springs & Pinenut Creek Study



# Exhibit A



#### J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

#### Exhibit A – Business Plan, Basis of Fee, and Schedule

PROJECT NAME: Fish Springs and Pinenut Creek Study CLIENT: Carson Watershed Subconservancy District J-U-B PROJECT NUMBER: <u>49-23-003</u>

#### PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent of the project are described as follows:

Douglas County and the Carson Watershed Subconservancy District (CWSD) have identified flood hazards and potential flood hazard mitigation projects through previous studies of the Pinenut Creek Watershed, particularly in the Fish Springs Community. Douglas County desires to revise the hydrologic analysis performed during the 2020 Letter of Map Revision (LOMR) for Pine Nut Creek and Tributaries, NV to match the methodology used in adjacent watersheds (Green-Ampt precipitation loss methodology). Using hydrologic results from this revised model, Douglas County desires that J-U-B analyze the estimated flow rates at culverts and road crossings of Pinenut Creek and tributaries at four locations, and that J-U-B advance the preliminary designs of detention basins evaluated in the 2023 Pine Nut Creek Basin Feasibility Study. Douglas County also desires that J-U-B calculate the Probable Maximum Flood for the proposed reservoir described in the 2023 Feasibility Study.

#### PART 2 - BUSINESS PLAN BY J-U-B

J-U-B 's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project are the responsibility of CLIENT.

#### A. Task 001: Project Management

- 1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
- 2. Conduct project planning and risk assessment.
- 3. Coordinate quality assurance / quality control (QA/QC) processes.
- 4. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
- 5. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
- 6. Regularly monitor project status, budget, and schedule.
- 7. Attend three client meetings to report project status.
- 8. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
- 9. Provide a monthly invoice including budget status.
- 10. Provide ongoing document handling and filing.



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#### B. Task 002: Hydrology

- For this task, J-U-B will:
- a. Update the HEC-HMS/HEC-RAS model developed in the 2020 Pinenut Creek LOMR and used in the 2023 Feasibility Study by converting the precipitation loss methodology from SCS method to Green-Ampt. The HEC-RAS model will be
- b. updated from version 5.7 to version 6.4. Calculate runoff hydrographs, peak flows, and runoff volumes at selected locations along Pinenut Creek and its tributaries.
- c. Compare hydrologic model results with selected results shown in the 2023 Feasibility Study.
  - d. Assumptions:
  - i. Modeling and analysis will be limited to the following design storms:
    - (a) 10-year, 24-hour
    - (b) 25-year, 24-hour
    - (c) 100-year, 24-hour
  - ii. Flow reporting locations will be selected by J-U-B to inform design and analysis tasks in this business plan.
- e. Deliverables:
  - E Flow hydrographs for the design storms at selected locations.
  - ii. Updated hydrologic model.

#### C. Task 003: Hydraulics (Culvert Analysis)

- 1. For this task, J-U-B will:
  - a. Identify culvert configurations to convey peak flow rates for selected design storms at selected crossings of Pinenut Creek and its tributaries.
    - E Design storms will be based on results of the updated hydrology analysis and will include:
      - (a) 10-year, 24-hour
      - (b) 25-year, 24-hour
      - (c) 100-year, 24-hour
    - Culvert locations include the following, site numbers refer to the survey data previously transmitted to J-U-B by Douglas County:
      - (a) Calle Pequeno (Site 8)
      - (b) Fish Springs Road East (Site 9)
      - (c) Creek Drive (Site 10)
      - (d) Jacobson East (Site 12)
    - iii. Parameters to identify include:
      - (a) Culvert size
      - (b) Culvert number
      - (c) Culvert material
      - (d) Culvert slope
  - b. Assumptions:
    - i. Detailed design and production of construction documents for culverts will be included in a separate business plan.
    - Other design storms and locations will be analyzed in a separate business plan.
    - iii. Culvert evaluations will be conducted in HY-8 or HEC-RAS using hydraulic model results based on updated hydrologic results.
  - c. Deliverables:
    - i. J-U-B will provide a table of recommended culvert parameters by location and design storm in PDF and .xlsx format.

#### Contractor Agreement #2023-17 J-U-B



#### D. Subtask 004: Basin Analysis and Preliminary Design

- 1. For this task, J-U-B will:
  - a. Prepare a comparison of two preliminary design alternatives for stormwater storage improvement in parcel 1221-05-001-054 that will allow low flows to bypass, while detaining high flows. For each alternative, J-U-B will preliminarily design the alternative, evaluate its likely maximum storage volume, and estimate its construction cost. J-U-B will provide commentary on other benefits and risks during a meeting with Douglas County and CWSD.
    - J- U-B assumes that Douglas County will select a preferred design alternative.
    - i. Alternative 1 is a modification to the grading featured in the 2023 Feasibility Study. Relevant modifications include changing the size and shape of the basins to permit stable, persistent low flow channels around the basins.
    - ii. Alternative 2 is above ground in stream storage featuring a low head (less than 5 ft) armored earthen embankment with a low-level outlet.
  - b. Advance the preliminary design selected by Douglas County. This preliminary design effort is expected to include the following features:
    - E Alternative 1:
      - (a) Location and preliminary sizing of two low-flow diversion structures. One downstream of the culvert at Fish Springs Road and one downstream of the culvert at Myers Drive.
      - (b) Location and preliminary design of low-flow channels. It is expected the low-flow channels will coincide with existing apparent low flow channels.
      - (c) Preliminary re-grading and possible combination of basins.
      - (d) Preliminary locating of erosion protection.
      - (e) Relocation of access ways into and out of the basins.
    - i. Alternative 2:
      - (a) An armored earthen embankment with a low-level outlet. The embankment is expected to be approximately 75 ft long and approximately 5 ft high.
      - (b) Grading of a portion of the existing parcel between the proposed earthen embankment and Myers Drive. Graded features may include minor below existing grade storage and low-flow channels.
      - (c) Armoring of channel or basin inlets.
  - c. Redesign elements of the stormwater storage improvements in parcel 1221-06-001-038 (Mel Basins) to allow low flows to bypass, while detaining high flows. J-U-B will preliminarily design and/or redesign features of the stormwater storage improvements, evaluate the likely maximum storage volume, and estimate likely construction costs. J-U-B will provide commentary on other benefits and risks during a meeting with Douglas County and CWSD.
  - d. J-U-B will design and/or re-design features to an approximately 15% design level, estimate stormwater storage volume provided by improvements, and create/revise a preliminary engineer's opinion of probable construction cost for the selected improvements in the Myers Basins and Mel Basins.
  - e. Assumptions:
    - i. Douglas County will provide preliminary plans and cost estimates in electronic format. Drawings will be provided in .dwg format, including 2-D linework, Civil 3D surface, feature lines, etc. Cost estimates will be provided in .pdf and .xlsx formats.
    - ii. Vector control considerations will be performed in a separate business plan.
    - iii. Geotechnical and soils evaluations to determine infiltration capacity will be

#### Contractor Agreement #2023-17 J-U-B



performed in a separate business plan. Should Alternative 2 be selected, J-U-B will provide an

approximate opinion of probable cost for geotechnical/soils studies.

- iv. Changes to the geometry and detention volume of the basins will be limited to the efforts described above.
- v. Preparation of specifications is not included in this
- vi. business plan. Survey is not included in this business plan.
- f. Deliverables:
  - 15% design figures in electronic and PDF formats.
  - ii. An engineer's opinion of probable construction cost in electronic and PDF formats.

#### E. Task 005: Report Detention Basin Design with Culvert Size Evaluation

- 1. For this task, J-U-B will:
  - a. Research likely permit requirements for the construction of the basins at Mel Drive (Mel Basins).
  - b. Write a Drainage Report that documents likely permit requirements for the Mel Basins, and the methodologies, assumptions, and results of:
    - The Hydrologic Analysis
    - The Culvert Analysis
    - iii. The Basin Analysis and Preliminary Design.
  - c. Assumptions:
  - d. Deliverables:
    - E Drainage Report in PDF format.

#### F. Task 006: Public Meetings and Public Outreach

- 1. For this task, J-U-B will:
  - a. Prepare and lead one presentation to the public summarizing project information and results of the design and analyses completed.
  - b. Prepare and give one presentation to the CWSD Board. The content of this presentation is expected to largely match the content of the presentation to the public.
  - c. Prepare and give one presentation to the Douglas County Commissioners. The content of this presentation is expected to largely match the content of the presentation to the public.
  - d. Assumptions:
    - E Presentations will be given in Douglas County and Carson City, NV.
    - L Douglas County will coordinate scheduling, facility reservations, and set up virtual meeting elements.
  - e. Deliverables:
    - E In-person presentations with visual aids.

#### G. Task 007: QA/QC & Mapping Information Platform

- 1. For this task, J-U-B will:
  - a. Coordinate with CWSD staff to upload project deliverables to the MIP.
  - b. Assumptions:
    - i. The project is considered a 'General Task/Project' by FEMA and will not be subject to the same level of scrutiny and the same requirements as regulatory mapping data.
  - c. Deliverables:
    - Upload of project deliverables to MIP in coordination with CWSD staff.



### Task Summary and Schedule

Task Number	Task Name	Fee Type Amount		Anticipated Start	Anticipated End	
001	Contractor Project Management	Lump Sum	\$13,900	8/1/2023	6/30/2024	
002	Hydrology	Lump Sum	\$59,000	8/1/2023	11/15/2023	
003	Hydraulics (Culvert Analysis)	Lump Sum	\$6,600	10/1/2023	12/31/2023	
004	Basin Analysis and Preliminary Design	Lump Sum	\$30,000	11/1/2023	4/30/2024	
005	Report Detention Basin Design with Culvert Size Evaluation	Lump Sum	\$17,800	1/1/2024	4/30/2024	
006	Public Meetings & Public Outreach	Lump Sum	\$6,700	2/28/2024	5/31/2024	
007	QA/QC & MIP	Lump Sum	\$3,000	11/1/2023	6/30/2024	
	Total:		\$137,000			

## AGENDA ITEM #%(

### CARSON WATER SUBCONSERVANCY DISTRICT

- TO: Board of Directors
- FROM: Edwin James
- **DATE:** October 18, 2023
- **SUBJECT:** Agenda Item #14 <u>For Possible Action</u>: Approval of Interlocal Contract #2023-21 with Douglas County for High Water Mark Project not to exceed \$2,000

**DISCUSSION**: Included in FEMA's COMS 1 grant is funding to develop high water mark signs. Douglas County wants to install two High Water Mark signs: one in Lampe Park and one at the Carson Valley Golf Course in Gardnerville. Under the FEMA grant, CWSD cannot fund the installation of signs but can fund the engineering and materials for the signs. The attached agreement will reimburse Douglas County for the engineering and materials of these signs in an amount not to exceed \$2,000.

Staff is requesting that the General Manager be authorized to sign a change order for up to 10 percent of the original award if funding is available from the FEMA grant.

**STAFF RECOMMENDATION**: Approve Interlocal Contract #2023-21 with Douglas County for High Water Mark Project not to exceed \$2,000 and authorize the General Manager to execute change orders for up to 10% of the contract amount if funding is available in the grant from FEMA as presented.



## Agreement

#### Addressing Funding from Carson Water Subconservancy District to Douglas County for High Water Mark Project

THIS CONTRACT dated this 18<sup>th</sup> day of October 2023, is entered into by and between Douglas County, a political subdivision of the State of Nevada (hereinafter "Douglas County") and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

### WITNESSETH:

WHEREAS DOUGLAS COUNTY is a governmental subdivision of the State of Nevada a public body corporate and politic, organized in accordance with the provisions of Chapter 548 of the Nevada Revised Statutes (NRS); and

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

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

WHEREAS CWSD and DOUGLAS COUNTY each possess common objectives and responsibilities regarding the Carson River; and

WHEREAS DOUGLAS COUNTY has requested \$2,000 funding for fiscal year 2023-24 for DOUGLAS COUNTY High Water Mark Project and

**WHEREAS** CWSD has agreed to set aside \$2,000 for the Fiscal Year 23-24, and to grant DOUGLAS COUNTY said amount to assist with the DOUGLAS COUNTY High Water Mark Project.

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

#### 1. CONTRACT TERM:

- CWSD hereby grants to DOUGLAS COUNTY \$2,000 to assist with DOUGLAS COUNTY High Water Mark Project which is further identified and described in Exhibit A; and
- b. DOUGLAS COUNTY will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
- c. CWSD commits to pay the approved amount of the request to DOUGLAS COUNTY within four (4) weeks of said request.
- d. DOUGLAS COUNTY will submit Project Summary Reports (See Exhibit B), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e. CWSD shall have no responsibility for costs exceeding \$2,000.
- f. This Contract shall terminate **June 30**, **2024**, at which time DOUGLAS COUNTY shall have one (1) month thereafter to submit its final invoice for payment related to work



performed under this Contract.

- g. 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 DOUGLAS COUNTY.
- h. Notwithstanding any other provision of this contract, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this contract immediately in writing. CWSD will reimburse DOUGLAS COUNTY for all costs that occurred under this contract up to the date the contract is terminated.

#### 2. LIMITED LIABILITY AND INDEMNIFICATION:

- a. The parties will not waive but intend to assert available NRS chapter 41 liability limitations in all cases. The contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
- b. Consistent with paragraph 2.a of this contract, each party shall indemnify, hold harmless and defend (not excluding the others right to participate) the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- C. The indemnification obligation under this paragraph is conditioned upon the receipt of written notice of claim by the indemnified party to the indemnifying party within thirty (30) days. The hold harmless and indemnification provision shall not apply to attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
- d. If the DISTRICT hires a contractor to perform any portion of this project, the contractor shall add CWSD as an additional insured. The contractor must carry the Liability Insurance requirements described in Exhibit C.
- e. Prior to commencing the activities that constitute the Project, DISTRICT shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.
- **3. NOTICE:** For invoicing and notice purposes, the address of each party is as follows:

#### **DOUGLAS COUNTY**

Attn.: Courtney Walker Stormwater Program Manager 1120 Airport Road, Bldg. F-2 Minden, NV 89701 (775) 782-6215 **CWSD** Attn.: Edwin James General Manager 777 E. William St., #209 Carson City, NV 89701 (775) 887-7456

#### 4. MISCELLANEOUS:

a. This Contract shall be by and between the parties hereto and shall not be assignable



or transferable.

- b. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in DOUGLAS COUNTY. If any part of this Contract is declared to be unlawful, any remaining obligations shall be deemed terminated.
- c. This Contract may only be amended by consent of both parties. Any amendments must be written and executed with the same formality as this Contract.
- d. This Contract constitutes the entire understanding between the parties and there are no representations, conditions, warranties, or collateral agreements (expressed or implied), statutory or otherwise, with respect to the subject of this Contract.
- e. The Parties are associated with each other only for the purposes and to the extent set forth in this contract. Each Party is a public agency separate and distinct from the other Party. Nothing contained in this contract may be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal- agent, to convey ownership of any asset, or to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities, and obligations of the other Party.
- f. The Parties agree to keep and maintain, under general accepted accounting principles, full, true and complete records, agreements, books, and documents pertaining to this contract, and at the request of the other Party agree to present, at any reasonable time, such records, agreements, books, and documents for inspection, examination, review, audit, and copying at any office where such records, agreements, books, and documents are maintained.
- g. Pursuant to NRS 239.010, information or documents, including this contract, may be open to public inspection and copying. The Parties will have the duty to disclose unless particular information or documents are made confidential by law or a common law balancing of interest. To the extent that information or documents are made confidential, the Parties shall keep such information or documents confidential.
- h. This contract does not contemplate any transfer of property or ownership interest between the Parties and the Parties will each maintain ownership of their own facilities.
- i. Except as otherwise provided for by law or this contract, 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.
- j. Failure to declare a breach or the actual waiver of any particular breach of this contract or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
- k. Neither Party shall be deemed to be in violation of this contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, pandemic, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the contract after the intervening cause ceases.



I. Each provision of this Agreement shall be considered severable 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 Agreement that are valid, enforceable and legal.

#### 5. **PROPER AUTHORITY**:

- a. This Contract becomes effective when ratified by appropriate official action of the governing body of each party; however, DOUGLAS COUNTY can submit expenses that have been incurred from **October 19, 2023**, forward.
- b. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to engage in cooperative action set forth herein.
- c. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times, and places.

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



Philip Ritger, Public Works Director

Michael Workman, Chairperson



## **EXHIBIT A**

Douglas County will install high-water mark signs at Lampe Park and at the Carson Valley Golf Course in Gardnerville. Under FEMA grant guidelines, CWSD cannot fund the installation of the signs but can fund the engineering and materials for the signs. This agreement will reimburse Douglas County for the engineering and materials for this project only, not to exceed \$2,000.



## Exhibit B

Project Summary Forr	n						
Project name							
Type of Project							
Map ID#		Per Stewardship Plan Maps if previously mapped					
Date Started							
Date Completed							
Location Details/Address							
Add Project #		Latitude			Longitu	Ide	
Add Proje	ct #	Latitude			Longitu	ıde	
Add Project #		Latitude			Longitu	ıde	
HUC							
Contact Person							
Primary Objective		(What will the project achieve? Was the objective achieved?)					
Area restored/stabilized		Add linear feet of project/acreage/an applicable measurable unit/material used (rock plants, etc.)			erial used (rock,		
Estimated Load Reduction		Only if applicable					
Total Project Cost		\$					
Project Partners		List all partners					

Tracking Updates and Milestones					
Date	Activity				
Add data and expand table/insert rows as required	Add data and expand table/insert rows as required				

After construction:

#### **Project Photos:**

#### **Before construction:**

**Title:** *Example Photos (replace with specific project)* 





v.

vi.

### Exhibit C Liability Insurance

- a. <u>General Liability Insurance</u>: Prior to commencement and for the duration of activities that constitute the High-Water Mark Project that is the subject of this Contract, Contractor shall maintain commercial general liability (CGL) as follows:
  - i. Two Million Dollars (\$2,000,000.00) General Aggregate.
  - ii. Two Million Dollars (\$2,000,000.00) Products & Completed Operations Aggregate.
  - iii. One Million Dollars (\$1,000,000.00) Each Occurrence.
  - iv. CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].
    - CWSD, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, including coverage under the commercial umbrella, if any.
    - This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to CWSD There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
  - vii. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under the contract.
  - viii. Contractor waives all rights against CWSD and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. The insurer shall endorse CGL policy as required to waive subrogation against CWSD with respect to any loss paid under the policy.
  - ix. Prior to commencing the activities that constitute the High-Water Mark Project, DOUGLAS COUNTY shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

#### b. Business Automobile Liability Insurance:

- i. Contractors shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- ii. Such insurance shall cover liability arising out of owned, hired, and nonowned autos (as applicable). Coverage as required above shall be written



on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

- iii. Contractor waives all rights against CWSD and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by Contractor pursuant this Contract.
- iv. Prior to commencing the activities that constitute the High-Water Mark Project, DOUGLAS COUNTY shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

#### c. Professional Liability Insurance:

i. Contractor shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.

Effective date: Prior to commencement of the performance of this Contract.

Contractor will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the CWSD. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, Contractor shall purchase Extended Reporting Period coverage for claims arising out of Contractor's negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue for a minimum of three (3) years after termination date of this Contract.

iv.

ii. iii.

> Prior to commencing the activities that constitute the High-Water Mark Project, DOUGLAS COUNTY shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

## AGENDA ITEM #15

### CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

**DATE:** October 18, 2023

**SUBJECT:** Agenda Item #15 – <u>For Possible Action</u>: Approval of CWSD Nevada Flood Awareness Week Proclamation

**DISCUSSION**: Staff encourages CWSD to join communities and local and state agencies across the state in recognizing and proclaiming November 12-18, as Nevada Flood Awareness Week to honor the significance of this week and the importance of flood preparedness. Please see attached Proclamation.

**STAFF RECOMMENDATION**: Approve the CWSD Nevada Flood Awareness Week Proclamation as presented.





# Carson Water Subconservancy District **Proclamation**

WHEREAS, Carson Water Subconservancy District recognizes the significant threat that flooding poses to our residents, our businesses, the community, the region and our local economy; and

WHEREAS, communities of the Carson River Watershed flood when rain, snowmelt and thunderstorms inundate the Carson River and its tributaries, alluvial fans, stormwater systems and,

WHEREAS, risks can be reduced and communities can be prepared to be more aware and resilient by educating residents and businesses on actions they can take to prepare for flood events; and

WHEREAS, during Flood Awareness Week, Carson Water Subconservancy District works with local, state, and federal agencies who are working together across Nevada to inform the public about the dangers of flooding, how to protect their homes and families, and businesses from a flood event and plan for recovery.

**NOW THEREFORE,** the Carson Water Subconservancy District Board of Directors does hereby proclaim November 12th through November 18th, 2023, as

### Nevada Flood Awareness Week

And urges all citizens to increase their awareness of the risks of floods by visiting <u>www.nevadafloods.org</u> and learn how you can be prepared.

Dated this this 18<sup>th</sup> day of October 2023.

Mike Workman, Chair Board of Directors Carson Water Subconservancy District

## AGENDA ITEM #%

### CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: October 18, 2023

## **SUBJECT:** Agenda Item #16 –<u>For Discussion Only</u>: Presentation by Jack Worsley, US Bureau of Reclamation (USBR) regarding the Lining of the Truckee Canal

**DISCUSSION**: Jack Worsley, Area Manager Lahontan Basin Area Office with US Bureau of Reclamation (USBR) will give a presentation regarding the lining of the Truckee Canal.

**STAFF RECOMMENDATION**: Receive and file.

## AGENDA ITEM #%+

### CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

**DATE:** October 18, 2023

**SUBJECT:** Agenda Item #17 – <u>For Discussion Only</u>: Discussion with Adam Sullivan, State Engineer regarding Nevada Water Right Issues

**History & Issues:** Over the years, many of Nevada groundwater basins have had more water rights appropriated than there is water available. This is the case for every groundwater basin in the Carson River Watershed. The good news is, although the groundwater basins are over appropriated none of the groundwater basins are pumping more than their Perennial Yield, except for the Churchill Groundwater Basin in the Silver Springs area. The largest water users in the Churchill Groundwater Basin are the combination of all the domestic wells. It should be noted that Perennial Yield is not a good indicator of water availability when you have a river-dominated basin. Just because the groundwater basin may not be pumping more than the Perennial Yield, this does not mean there are not sub-basins being over-pumped and causing water levels to drop.

Another issue has to do with the hydrologic connection between surface water and groundwater. For over 100 years, Nevada has recognized surface water and groundwater as two legally and hydrologically distinct sources. Many past State Engineer rulings were based on this concept. An example of this is from the State Engineer Ruling # 5823, March 18, 2008, for the Dayton Groundwater Basin. Part of the Conclusions states

".... based on the recharge evidence, that the consumptive use of the water already appropriated is within the range of estimated recharge, that pumping is well within the range of estimated recharge, that ground water recharged by precipitation in the basin is intended for appropriation by ground-water users within the basin, that the ground water does not "belong to the river," that ground water was not included in the Alpine Decree and that ground water is not being withdrawn in excess of the average annual replenishment to the ground-water supply."

Since this ruling, the State Engineer now recognizes that groundwater does have an impact on the river.

**DISCUSSION**: The current State Engineer and his staff recognize these issues and are attempting to address them. This is not an easy process since many water users have depended on past practices as part of their water supply. One of the watersheds that is currently being impacted by historic practices is the Humbolt Watershed. Over the past two months the State Engineer has been holding listening sessions to get input from people on how to address the water issues. There are many people involved who have various opinions on how the State should address the water issues on the Humbolt River

(see attachments). Although the focus is on the Humbolt River it is highly likely the outcome could impact water administration in the Carson River Watershed.

Adam Sullivan, the Nevada State Engineer will be at the board meeting to discuss what actions the Department of Water Resources are taking to address various water issues and questions generated from Board Members and staff:

- Discuss over-appropriated basins and how this occurred.
- Discuss "paper water" how it came to be and how the State has dealt with it in the past when there is not real water available to meet the demands if the "paper water" is called for.
- How does the State handle water rights applications so that "paper water" is not created and will not impact existing water rights owners?
- In over-appropriated groundwater basins, there are permitted water rights that have not been used that are senior to certificated water rights that are currently being used. How does DWR protect existing users from senior permitted water users?
- Groundwater/surface water interaction How does the state plan to administer this concern? Is the state leaning toward using the Capture Model concept?
- In the recent Humbolt River workshops, NDWR discussed the concept of Curtailment Zones and Assessment Zones. How would NDWR administer this concept regarding existing water right users whose wells are in a Curtailment or Assessment Zone?
- NDWR has been discussing the use of conjunctive use and augmentation plans. How does NDWR see implementing these concepts?

**STAFF RECOMMENDATION**: Receive and file.

## Nevada Gold Mines LLC Conjunctive Management Abstract: Future Water Management in the Humboldt River Region

The term "conjunctive management" can describe a variety of water management tools, and the term continues to evolve as western states amend and update their water laws to address scientific evidence of hydrologically connected surface water and groundwater sources, water shortages, over-appropriation, and the uncertain impacts of climate change. However, implementing conjunctive management principles in a state like Nevada – where groundwater rights and surface water rights have been administered separately for over a century – would be disruptive, unless the transition plan is carefully considered. A successful conjunctive management system rests on both sound policy and economic determinations, as well as sound science that can determine hydrologic connections between surface and groundwater resources with reasonable accuracy. Conjunctive management tools work best where the underlying science is accessible to users and consensus exists on the means, methods, and results. The ultimate goal is to allocate scarce water among users as efficiently and equitably as possible, while recognizing existing vested and decreed property rights.

To effectively develop the framework for conjunctive management, it will be critical for the State Engineer to model capture in the Humboldt River Region and to make the model available for water right holders in the Humboldt River Region to review. Furthermore, the USGS/DRI model has exceeded the schedule, which raises the question of sustainability in maintaining this system and incorporating the best available science in the future. The State Engineer should also consider that a mitigation plan based on a model is not as accurate as a plan based on observed impacts because a model requires several assumptions and has inherent limitations which will result in a real burden to permit applicants.

Other states have implemented conjunctive management with varying degrees of success. But in most cases, those states have spent years studying and understanding the complexity of their hydrologic resources and then designing their state systems to include transition tools to meet the needs of both surface and groundwater water users. Nevada should carefully assess the successes and failures of other states so that it can better understand how to make a successful transition through policy determinations suited for Nevada's unique economy and hydrological systems.

Other considerations that may aide in managing and developing the framework for conjunctive management include mitigation, voluntary agreements, federally funded voluntary programs, aquifer recharge/recovery storage, water banking, and integrated planning.

Nevada Gold Mines recognizes that in some instances there is a connection between groundwater and surface water and honors the Prior Appropriation Doctrine. However, we also recognize that not all groundwater rights impact surface water rights, so curtailment based solely on priority date will not cure all impacts to surface water and could devastate the State's economy. Nevada Gold Mines suggests that the State Engineer consider a study to include engaging experts, including those from other jurisdictions, to understand the successes and failures in implementation of various conjunctive management approaches.

### Establishment of Capture Management Zone and Humboldt River Conservancy District

This abstract summarizes some of the current thoughts and ideas of the NDWR on how to approach Conjunctive Management within the Humboldt River Basin. The ideas and concepts expressed in this abstract are not final or complete. The objective of this Conjunctive Management concept is to prevent additional conflict from developing from new applications for underground water rights and to reduce conflict from existing underground rights that are in conflict over a period of time.

The fundamental concept being presented here is the creation of a Capture Management Zone (CMZ) based on current and future impacts of groundwater pumping on stream capture. The Capture Management would largely be managed by a Conservancy District that would encompass the same area and boundaries as the CMZ.

#### Capture Management Zone

The CMZ would be established based on estimated impacts of pumping on stream capture of x% after y years [between 1% and 10% capture in 50 or 100 years]. For underground water rights within the CMZ, capture would be managed using conjunctive management principles as well as traditional hydrographic basin management using perennial yield. Areas outside the CMZ would still be managed traditionally by hydrographic basins and perennial yield and would be exempt from CMZ management.

The CMZ would consist of two subzones. A curtailment zone where pumping impacts on stream capture are severe [25% or 50% of pumped water in conflict]. And an assessment zone which lies between the curtailment zone and outer edge of the CMZ. Within the curtailment zone, all non-exempted pumping would be curtailed unless it has been offset with dedicated decree rights of sufficient quantity and reliability (wetness) to offset the impact. Within the assessment zone, assessments will be levied based on [mean annual] pumping rate multiplied by capture rate with assessment rates being based on water value [economic value of water used for irrigation in the Humboldt River]. Assessments would be prorated in a given year based on time that groundwater pumping is out of priority. GW is only in priority when all senior surface water decree and storage rights are met or will be met.

Although the CMZ would be established based on full estimated impact after y years [50 or 100 years], implementation of conjunctive management would be gradual through time based on impacts of pumping starting from some effective future date [say 1/1/2025]. However, in recognition of need to get relief to impacted senior surface water rights, time of pumping would proceed at a rate of 2 years of pumping per year up until the total actual number of years of pumping is met. Total years of actual pumping would be defined as evaluation date minus proof of completion date (or permit date in absence of POC date).

All existing water rights within the CMZ would remain valid and maintain priority and value even if curtailed. All water rights can be sold, transferred, or offset with decree as needed to find relief from curtailment or assessments. An Order would be issued closing off all new appropriations within hydrographic basins with curtailments until all curtailed water rights are dealt with. New change applications within the curtailment zone would require decree water of sufficient 'wetness' to offset capture impacts. Minor groundwater uses with less than 5 AFY of capture impact after y years would be exempted from CMZ management which would exempt all domestic wells and many stock wells.

#### Humboldt River Conservancy District

The Humboldt River Conservancy District (HRCD) would be established to manage the CMZ and levy and use capture assessments as well as a base assessment to all GW and SW water right holders within the CMZ. The staff and operations of the HRCD would be funded through the base assessments. The HRCD would use the capture assessments to purchase and retire or resell SW and GW water rights that are in greatest conflict to avoid or reduce capture impacts. For example, purchase of groundwater rights within the CMZ and resale of rights to outside of the CMZ, or to a location of lesser impact within the assessment zone, or retirement if hydrographic basin is over appropriated. Or purchase of Humboldt decree rights for resale to offset impact from GW water rights within the CMZ (curtailment or assessment zones). Additionally, the HRCD may use capture assessments to undertake river restoration or enhancement projects that result in more efficient flow of the Humboldt River or Tributaries such that more water is available for existing users.

The HRCD may also manage and maintain a water market and water trading that could be used to offset impacts or encourage conservation efforts. The HRCD would be overseen by a board of elected officials from local jurisdictions and be representative of the various water user groups.

#### ABSTRACT SUBMISSION August 1, 2023 Humboldt Conjunctive Management Stakeholder Meeting

#### Conjunctive Use Concept: Groundwater Pumping from Distant Locations for Annual or Targeted Irrigation-Season Flow Augmentation in the Humboldt River

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A potential conjunctive-use water management strategy is proposed for Humboldt River Region based on a framework for augmenting river flows by delivery of pumped groundwater from distal locations to the river. This general type of augmentation strategy has been used in Colorado for decades and has technical merit for consideration. Because of the hydrogeologic variability, this strategy would require site-specific considerations in Nevada and the Humboldt River Region. As a concept, the distal groundwater pumping would have a long-term capture effect on the river, but the percentage and volume of capture would be comparatively small and attenuated in contrast to the instantaneous wet-water delivery benefit to the river. In effect, the incidental capture associated with the augmentation groundwater pumping could be viewed as paying interest on short-term loans. The benefit to be gained from this conjunctive use strategy is that flows in the river would be augmented during more critically dry water-years, and/or seasonally during moderate flow periods to augment decreed water rights for down-stream irrigation. The concept would have the following main requirements:

- A. Potential augmentation source areas would need to be defined and would ideally have long-term stream flow capture estimated to be below a certain threshold, for example 10% of the pumped volume after 50 years of continuous pumping. Augmentation source areas could include: 1.) mines where dewatering in excess of mining and milling water uses are occurring, 2.) existing agricultural areas that are distal from the river where willing owners may be willing to convert wholly or partially to the river augmentation water supply, or 3.) at undeveloped locations within basins, that receive substantial recharge and are situated near large areas of phreatophytes with low environmental sensitivity (areas with uncaptured groundwater discharge).
- B. Wells and water conveyance infrastructure would need to be permitted, funded, and constructed to deliver water directly to the Humboldt River or a tributary.
- C. Operation of the augmentation program water would need to be managed to deliver water to the river at the appropriate times. Augmentation water would be delivered during the decree irrigation season, and during targeted river flow conditions.

The existing USGS / DRI numerical flow models for the Humboldt River Region could be used in a Decision Support System for review, design, permitting, implementation and operation of the augmentation water projects. This concept requires a source of funding for implementation and operation that could potentially be derived from a new duty or use fee spread amongst all permitted groundwater users in the Humboldt River basins, potentially weighted by percent capture of pumping or based on permitted water rights available to pump.

Abstract jointly submitted by PCWCD and Flying M Ranch.

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## AGENDA ITEM #%

### CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

**DATE:** October 18, 2023

**SUBJECT:** Agenda Item #18 – <u>For Discussion Only</u>: Presentation regarding an Overview of the 2023 Water Year

**DISCUSSION**: Staff will give an overview of the 2023 Water Year.

**STAFF RECOMMENDATION**: Receive and file.

## **STAFF REPORTS**

### CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: October 18, 2023

**SUBJECT:** Agenda Item #19 - For Information Only: Staff Report

**DISCUSSION:** The following is a list of meetings/activities attended by Ed James and staff since the last Board meeting on September 20, 2023:

- 9/21/23 Kelly met w/Neon to discuss posts for social media campaign
- 9/22/23 Ed & Max held meeting re: Weed Program Funding
- 9/22/23 Ed & Debbie attended Churchill County Floodplain Mapping meeting
- 9/22/23 Ed & Debbie met w/Eric Simmons, FEMA
- 9/23/23 Brenda & Max co-led project sites in Hope Valley & Grovers Hot Springs during Markleeville Creek Day in Alpine County
- 9/25/23 Ed, Brenda & Debbie met w/Alpine County, FEMA & USACE re: Planning Alpine County & Washoe Tribe Flood Map Outreach Event on October 24
- 9/26/23 Ed attended NDWR workshop regarding the Humboldt River
- 9/27/23 Debbie met w/Sarah Fichtner (NDWR) & Courtney Walker (Douglas County) to discuss Nov. 14 FAW event
- 9/27/23 Ed, Brenda & Debbie met w/Courtney Walker to discuss Douglas County Floodplain Ordinances LOMR status
- 9/28/23 Brenda attended Western Pond Turtles talk at River Fork Ranch
- 9/28/23 Debbie demonstrated Floodplain Model for students and their families at the Middle & Elementary Silver Stage Fall Festival in Silver Springs
- 9/28/23 Ed & Brenda met w/Carson City staff re: Update to Carson River Master Plan
- 9/29/23 Ed & Debbie met re: Fish Springs Study
- 10/2/23 Ed & Debbie discussed Douglas County High Water Mark signs with sign designer
- 10/3/23 Ed, Debbie & Max met w/Julian Pecca, Michael Baker re: Walker River Study
- 10/3/23 Ed met w/Lumos re: 30-Year Regional Water Plan
- 10/4/23 Catrina attended FEMA ND (non-disaster) grant training
- 10/4/23 Ed, Debbie, & Max interviewed Carson City for Floodplain Management Plan Update
- 10/4/23 Ed attended Sutro Storm Water Workshop

- 10/5/23 Kelly participated in River Wranglers Water Quality Sampling with Douglas High School Science Class students as part of the LID program
- 10/5/23 Ed & Debbie met with Eric Simmons (FEMA) re: upcoming outreach for preliminary & effective flood insurance rate maps (FIRMS) & the status of LOMR in Carson City & Douglas County
- 10/5/23 Ed held meeting re: Clearing & Snagging Funds
- 10/6/23 Ed, Debbie, Max & Kelly field trip to Lost Lakes to prep for winter
- 10/7/23 Ed & Kelly demonstrated the Floodplain Model at Carson City Source Water Assessment Day Event
- 10/9/23 Brenda, Debbie, Catrina, Max & Kelly participated in Leader Training for Snapshot Day at Carson River Park
- 10/10/23 Brenda attended NDA Early Detection Rapid Response (EDRR) meeting
- 10/10/23 Ed, Debbie & Catrina attended NDEM FEMA Mitigation Grant Contracts Training
- 10/10/23 Debbie attended meeting re: High Water Mark Signs
- 10/10/23 Brenda, Shane & Kelly met with Neon re: Watershed Moments PSAs
- 10/11/23 Brenda, Shane & Kelly helped calibrate measuring equipment for Snapshot Day
- 10/12/23 Brenda & Kelly participated in Soil Sampling Field Day at River Fork Ranch
- 10/12/23 Brenda attended planning meeting for October 18 TMT SS Event
- 10/13/23 Brenda, Catrina, Max & Kelly co-led River Wranglers Snapshot Day sites along Carson River for area students
- 10/17/23 Brenda hosted CRC Agricultural Producers Working Group Field Tour to Alpine County
- 10/17/23 Ed discussed the Alpine Decree at River Fork Ranch event
- 10/18/23 Debbie, Max & Kelly mew w/ River Wranglers for Boonanza event planning

#### **STAFF RECOMMENDATION:** Receive and file.

# **NO CORRESPONDENCE**