



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

NOTICE OF PUBLIC MEETING

*A healthy watershed
that meets the water
needs of all users*

DATE: April 16, 2025
TIME: 6:30 pm
LOCATION: CWSD Conference Room
777 E. William Street, Ste. 209, Carson City, NV 89701

CWSD encourages Board members to attend in person, but virtual attendance is available via [Zoom](#). Call (669)900-9128 if you prefer to phone in. Meeting ID: 840 9722 9177; Passcode: 322829

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 the CWSD Board of Directors. Reasonable efforts will be made to assist and accommodate individuals with limited ability to speak, write, or understand English or 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. For Discussion Only: Public Comment (*Public Comment will be taken at the beginning and end of the meeting and may be taken at the discretion of the Chair on agenda items listed for possible action. Action may not be taken on any matter brought up under public comment until scheduled for action at a later meeting. Public comment during meetings is limited to three minutes for each speaker.*)
5. For Possible Action: Approval of Agenda
6. For Possible Action: Approval of the Board Meeting Minutes of March 19, 2025

****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 extensive hearing. Any member of the Board or any citizen may request that an item be taken from the consent agenda, discussed, and acted upon separately during this meeting.

7. For Possible Action: Approval of Treasurer's Report for March 2025
8. For Possible Action: Approval of Payment of Bills for March 2025
9. For Possible Action: Approval of Addendum B to Lumos Agreement #2023-2 – 30-year Regional Water Plan to extend to February 28, 2026, and add additional funds not to exceed \$25,100
10. For Possible Action: Approval of NCE Agreement #2025-8 – Carson River Adaptive Stewardship Plan (CRASP) GIS Web Viewer 3-Year Maintenance Agreement in an amount not to exceed \$35,784
11. For Possible Action: Approval of \$3,300 from Outside Professional Services

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

Account to Fund 3-Year Subscription for CRASP GIS Web Viewer

12. For Possible Action: Approval of Michael Baker Agreement #2025-7 for Flood Hazard Web Viewer in an amount not to exceed \$144,105

****END CONSENT AGENDA****

13. For Discussion Only: Discussion regarding CWSD Name Change
14. For Possible Action: Nevada 2025 Legislation Update
15. For Possible Action: Approval of Agreement #2025-5 with Carson Valley Conservation District for Upper Carson River Flood Damage Repairs & Restoration, not to exceed \$165,000
16. For Possible Action: Approval of Agreement #2025-6 with Dayton Valley Conservation District for Middle Carson River Hazard Removal Project, not to exceed \$157,000
17. For Discussion Only: Update on Federal Grant Funding and Reimbursement
18. For Possible Action: Request for FEMA to be Improved and Continue to Provide CTP and BRIC Funding in Nevada
19. For Discussion Only: Staff Reports
 - General Manager
 - Legal
 - Correspondence
20. For Discussion Only: Directors & Committee Members Reports
21. For Discussion Only: Public Comment (*Public Comment will be taken at the beginning and end of the meeting and may be taken at the discretion of the Chair on agenda items listed for possible action. Action may not be taken on any matter brought up under public comment until scheduled for action at a later meeting. Public comment during meetings is limited to three minutes for each speaker.*)
22. Adjournment

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

AFFIDAVIT OF POSTING

The undersigned affirms that on or before 9 am on April 9, 2025, a copy of the *Notice of Public Meeting and Agenda* for the April 16, 2025, meeting of the Carson Water Subconservancy District Board of Directors, per NRS 241.020 was posted at the following locations: Carson Water Subconservancy District, 777 E. William St, Ste 209, Carson City, NV 89701; CWSD Website: <https://www.cwsd.org>; and Nevada Public Notice Website: <https://notice.nv.gov/>



Catrina Schambra, CWSD Office Manager

4/8/2025 5 pm

Date & Time of Posting

AGENDA ITEM #6

MINUTES OF LAST
BOARD MEETING

CARSON WATER SUBCONSERVANCY DISTRICT
BOARD OF DIRECTORS &
CARSON RIVER WATERSHED COMMITTEE MEETING

March 19, 2025

Draft Minutes

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

CWSD Directors present:

Myles Getto	Ernie Schank
Stacey Giomi	Lisa Schuette
Sharla Hales (<i>via Zoom</i>)	Lee Sterrett
Tammy Hendrix (<i>via Zoom</i>)	Fred Stodieck (<i>via Zoom</i>)
Jim Hindle	Nathan Tolbert
Cassi Koerner	Mike Workman

The roll call included CWSD Committee Members present: David Griffith & Charlie Dobson. Director Hindle was absent.

CWSD Staff & Guests present:

Kip Allander, NDWR	Lindsay Marsh, CWSD
Brenda Hunt, CWSD	Kelly Nicholas, CWSD
Ed James, CWSD	Debbie Neddenriep, CWSD
Steve King, CWSD Attorney	

Chairperson Schank led the pledge of allegiance.

Item #4 – Discussion Only: Public Comment – None

Item #5 – For Possible Action: Approval of Agenda

Director Getto motioned to approve the Agenda for March 19, 2025. Committee Member Griffith seconded the motion and the Board unanimously approved.

Item #6 – For Possible Action: Approval of Board Meeting Minutes of January 15, 2025, and February 19, 2025

Director Giomi motioned to approve the Board Meeting Minutes of January 15, 2025, as presented. Director Sterrett seconded the motion and the Board unanimously approved.

Director Johnson motioned to approve the Board Meeting Minutes of February 19, 2025, as presented. Director Schuette seconded the motion and the Board unanimously approved.

****CONSENT AGENDA****

Item #7 – For Possible Action: Approval of Treasurer’s Report for February 2025

Item #8 - For Possible Action: Approval of Payment of Bills for February 2025

Item #9 For Possible Action: Approval of Addendum B to Casey Neilon Agreement #2021-19 to extend to March 30, 2026, for Professional Auditing Services for FY 24-25, not to exceed \$18,500

Item #10 For Possible Action: Approval of the 2025 Water & Sewer Rate Report for the Carson River Watershed

Item #11 For Possible Action: Approval of Interlocal Contract #2025-3 with Carson City for Akron Way at Highway 50 East Capacity & Conveyance Restoration Project, not to exceed \$39,375

Item #12 For Possible Action: Approval of Agreement #2025-4 with Kimley Horn for Sawmill and Pinenut Road Wash Study, not to exceed \$110,000

Director Koerner requested Item #10 be pulled for discussion.

Director Giomi made a motion to approve the Consent Agenda Items #7, #8, #9, #11, and #12 as presented. Director Workman seconded the motion and the Board unanimously approved.

Director Koerner suggested edits to tables on page 57 and 59.

Director Koerner made a motion to approve Consent Agenda Item #10 with edits to pages 57 and 59. Committee Member Griffith seconded the motion and the Board unanimously approved.

****END CONSENT AGENDA****

Item #13 For Discussion Only: Presentation by Kip Allander with Nevada Department of Water Resources (NDWR) regarding Humboldt Water System

Mr. Allander introduced himself and his background in hydrogeology and conjunctive management. He explained the concept of stream capture from groundwater pumping and its impact on water resources. The Humboldt River basin's severe drought from 2012 to 2015 resulted in conflicts between upstream and downstream water users. The state engineer initiated a widespread capture study and developed regulations for conjunctive management in 2016.

Mr. Allander described the development of a conjunctive management framework for the Humboldt River basin. The framework includes a draft curtailment order to be released at the end of 2028. The goal is to mitigate the impacts of groundwater pumping on surface water resources. Mr. Allander explained the concept of transitional storage and incidental stream capture.

Mr. Allander discussed various mitigation measures, including surface water rights, managed aquifer recharge, and stream augmentation. He explained the concept of offsets and the importance of balancing groundwater pumping with stream flow. The role of reservoirs and wastewater discharge in mitigating impacts was highlighted. He emphasized the need for long-term planning and adaptive management strategies.

Mr. Allander explained the application of conjunctive management principles to the Carson River watershed. The state is evaluating for increases in capture and considering mitigation strategies. He discussed the potential for offsets and the importance of maintaining existing water rights. The Nevada Water Initiative aims to improve water resource management tools and conduct studies in the Carson Desert and South-Central Marsh Flow System.

Mr. James raised questions about the Alpine Decree and its potential application to the Humboldt system. Mr. Allander explained the state's approach to working within existing decrees and the challenges of reopening long-standing decrees. The discussion touches on the importance of collaboration and adaptive management to address future challenges. There needs to be continued stakeholder engagement and development of effective water management tools.

[CLICK HERE to view presentation slides.](#)

No action taken.

Item #14 For Discussion Only: Post Forum Update

Ms. Nicholas gave a report on the 2025 Watershed Forum held on March 3 & 4 in Ruvo Hall at the Governor's Mansion. A total of 55 attended on Monday and 53 on Tuesday. Attendees appreciated the diversity of topics and the collaborative activity. Survey results were positive for offering CEUs for various professionals and the importance of in-person interactions and the value of unexpected information exchanges were highlighted. The forum's success in fostering collaboration and addressing future challenges is emphasized. Some mentioned the cost of \$40 (including breakfast, lunch, snacks both days) could be prohibitive. A virtual component was requested to be a way to improve future forums. There was discussion of Ruvo Hall being an ideal location in every way except streaming availability. The group discussed the importance of community outreach and collaboration. Ms. Nicholas plans to look into the use of YouTube to possibly film presentations in the future. Overall, the forum was a successful event that was appreciated by the survey respondents.

Director Schuette attended and stated it was a great forum and staff did a fabulous job! Mr. James commended the staff on a job well done and specifically mentioned Kelly Nicholas who stepped up to take a lion's share of the preparations when we were short staff during the planning phase. She did a great job!

No action taken.

Item #15 For Possible Action: Update on Nevada 2025 Legislation

Mr. James provided an update on various water bills being considered in the legislature. He discussed the challenges of securing funding for water-related projects. Mr. James mentions specific bills we are watching, such as [SB 108](#) (river maintenance) and [AB 80](#) (soil health), and their potential impact on the region. He explained the meaning and impact of "financial notes" and how they affect the progress of the proposed bill. The Board expressed concerns about the financial implications of these bills and the need for state support.

No action taken.

Item #16 For Possible Action: Approval of the Tentative Budget for Fiscal Year 2025-26 for the General Fund, Floodplain Management Fund, and Acquisition/Construction Fund

Mr. James presented the tentative budgets, highlighting the need for the Finance Committee to cut almost \$300,000 to balance the budget. The group discussed the impact of federal grants being on hold and the potential need to stop new projects. Committee Member Griffith suggested reaching out to local representatives to expedite the release of federal funds. Mr. James thanked the committee members for their work and reminded them that actual projected tax revenues would not be available until March 25 and he would update the proposed General Fund with that information when received.

Committee Member Griffith made a motion to approve the CWSD FY 25-26

Tentative Budgets as presented. The motion was seconded by Director Koerner and unanimously approved by the Board.

Item #17 For Discussion Only: Staff Reports

Mr. James reported the following:

- FEMA sent a letter to Churchill County regarding the Flood Hazard Restudy of the Carson River downstream of the Lahontan Reservoir, of which copies were distributed to the Board. The letter requires Churchill County or the City of Fallon to address flood management by completing the needed steps required for the Physical Map Revision (PMR) which was started in 2019. [Click here to review the document.](#)

Legal – Mr. King acknowledged the passing of Michael Mackedon, a long-time legal advisor and public servant. He shared personal memories and talked about the many contributions of Michael Mackedon to the community.

Correspondence – None

Item #18 For Discussion Only: Directors & Committee Members Reports

- Committee Member Griffith reported the Park Ranch in Markleeville was looking to put the property into a conservation easement to go to California Fish and Wildlife. Alpine County is proposing it go to the county instead which the community supports.

Item #19 For Discussion Only: Public Comment – None

There being no further business before the Board, Chairperson Schank adjourned the meeting at 8:23 pm.

Respectfully submitted,

Catrina Schambra

Secretary to the Board

AGENDA ITEM #7

TREASURER'S REPORT

Balance Sheet

As of March 31, 2025

	<u>Mar 31, 25</u>
ASSETS	
Current Assets	
Checking/Savings	
1013-01 · Local Gov't Inv.Pool-Acqui/Cons	1,475,996.26
Total Checking/Savings	<u>1,475,996.26</u>
Total Current Assets	<u>1,475,996.26</u>
TOTAL ASSETS	<u>1,475,996.26</u>
LIABILITIES & EQUITY	
Equity	
4000-01 · Fund Balance - Capital Project	1,276,846.39
Net Income	<u>199,149.87</u>
Total Equity	<u>1,475,996.26</u>
TOTAL LIABILITIES & EQUITY	<u>1,475,996.26</u>

CARSON WTR SUBCONSERVANCY DIST - ACQUISITION/CONSTRUCTION

04/03/25

Profit & Loss Budget vs. Actual

Cash Basis

July 2024 through March 2025

	<u>Jul '24 - Mar 25</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
5032-01 · Interest Income - LGIP Acqui/Co	49,149.87	43,952.13	5,197.74	111.8%
Total Income	49,149.87	43,952.13	5,197.74	111.8%
Net Ordinary Income	49,149.87	43,952.13	5,197.74	111.8%
Other Income/Expense				
Other Income				
8000-01 · Beginning Equity		1,255,775.00	-1,255,775.00	
8001-01 · Transfer In from General Fund	150,000.00	150,000.00		100.0%
Total Other Income	150,000.00	1,405,775.00	-1,255,775.00	10.7%
Other Expense				
8002-01 · Transfer Out to General Fund		1,315,000.00	-1,315,000.00	
Total Other Expense		1,315,000.00	-1,315,000.00	
Net Other Income	150,000.00	90,775.00	59,225.00	165.2%
Net Income	199,149.87	134,727.13	64,422.74	147.8%

CARSON WTR SUBCONSERVANCY DIST - ACQUISITION/CONSTRUCTION

Profit & Loss YTD Comparison

March 2025

	<u>Mar 25</u>	<u>Jul '24 - Mar 25</u>
Ordinary Income/Expense		
Income		
5032-01 · Interest Income - LGIP Acqui/Co	5,066.65	49,149.87
Total Income	<u>5,066.65</u>	<u>49,149.87</u>
Net Ordinary Income	5,066.65	49,149.87
Other Income/Expense		
Other Income		
8001-01 · Transfer In from General Fund		150,000.00
Total Other Income		<u>150,000.00</u>
Net Other Income		<u>150,000.00</u>
Net Income	<u><u>5,066.65</u></u>	<u><u>199,149.87</u></u>

10:01 AM
04/03/25
Cash Basis

Floodplain Management Fund
Balance Sheet
As of March 31, 2025

	<u>Mar 31, 25</u>
ASSETS	
Current Assets	
Checking/Savings	
1013-03 · LGIP - Floodplain	408,173.40
Total Checking/Savings	<u>408,173.40</u>
Total Current Assets	<u>408,173.40</u>
TOTAL ASSETS	<u>408,173.40</u>
LIABILITIES & EQUITY	
Equity	
32000 · Retained Earnings	312,820.19
Net Income	95,353.21
Total Equity	<u>408,173.40</u>
TOTAL LIABILITIES & EQUITY	<u>408,173.40</u>

10:02 AM

04/03/25

Cash Basis

Floodplain Management Fund
Profit & Loss Budget vs. Actual
July 2024 through March 2025

	<u>Jul '24 - Mar 25</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
5032-03 · Int. Inc.-LGIP-Floodplain	12,410.08	6,302.63	6,107.45	196.9%
5034-00 · Reimbursement for ChCty Maps	0.00	22,000.00	-22,000.00	0.0%
Total Income	<u>12,410.08</u>	<u>28,302.63</u>	<u>-15,892.55</u>	<u>43.8%</u>
Net Ordinary Income	12,410.08	28,302.63	-15,892.55	43.8%
Other Income/Expense				
Other Income				
8000-03 · Beginning Equity	0.00	180,075.00	-180,075.00	0.0%
8001-03 · Trans. In	100,000.00	100,000.00	0.00	100.0%
Total Other Income	<u>100,000.00</u>	<u>280,075.00</u>	<u>-180,075.00</u>	<u>35.7%</u>
Other Expense				
8002-03 · Trans.Out	17,056.87	280,550.00	-263,493.13	6.1%
Total Other Expense	<u>17,056.87</u>	<u>280,550.00</u>	<u>-263,493.13</u>	<u>6.1%</u>
Net Other Income	<u>82,943.13</u>	<u>-475.00</u>	<u>83,418.13</u>	<u>-17,461.7%</u>
Net Income	<u>95,353.21</u>	<u>27,827.63</u>	<u>67,525.58</u>	<u>342.7%</u>

10:02 AM

04/03/25

Cash Basis

Floodplain Management Fund
Profit & Loss YTD Comparison
March 2025

	<u>Mar 25</u>	<u>Jul '24 - Mar 25</u>
Ordinary Income/Expense		
Income		
5032-03 · Int. Inc.-LGIP-Floodplain	1,403.33	12,410.08
Total Income	1,403.33	12,410.08
Net Ordinary Income	1,403.33	12,410.08
Other Income/Expense		
Other Income		
8001-03 · Trans. In	0.00	100,000.00
Total Other Income	0.00	100,000.00
Other Expense		
8002-03 · Trans.Out	0.00	17,056.87
Total Other Expense	0.00	17,056.87
Net Other Income	0.00	82,943.13
Net Income	<u>1,403.33</u>	<u>95,353.21</u>

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

04/03/25

Balance Sheet

Cash Basis

As of March 31, 2025

	<u>Mar 31, 25</u>
ASSETS	
Current Assets	
Checking/Savings	
1013-00 · Cash in Checking - U. S. Bank	77,270.30
1014-00 · Local Gov't Inv. Pool-Regular	1,283,174.36
1030-00 · Petty Cash	104.92
Total Checking/Savings	<u>1,360,549.58</u>
Accounts Receivable	
1250-00 · Accounts Receivable	2,175.56
Total Accounts Receivable	<u>2,175.56</u>
Other Current Assets	
1055-00 · Payroll Deposit - Carson City	500.00
Total Other Current Assets	<u>500.00</u>
Total Current Assets	<u>1,363,225.14</u>
TOTAL ASSETS	<u><u>1,363,225.14</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
3360-00 · Accrued Vacation	14,921.84
3362-00 · Accrued sick leave	82,194.47
Total Other Current Liabilities	<u>97,116.31</u>
Total Current Liabilities	<u>97,116.31</u>
Total Liabilities	<u>97,116.31</u>
Equity	
4000-00 · Fund Balance	801,215.41
Net Income	464,893.42
Total Equity	<u>1,266,108.83</u>
TOTAL LIABILITIES & EQUITY	<u><u>1,363,225.14</u></u>

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Profit & Loss Budget vs. Actual

July 2024 through March 2025

	Jul '24 - Mar 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5007-00 · Storey County Contribution	21,207.96	21,207.96		100.0%
5008-00 · Alpine Co. Joint Powers contrib	14,334.80	14,334.80		100.0%
5009-00 · Churchill County Ad Valorem	163,883.84	279,422.38	-115,538.54	58.7%
5010-00 · Lyon County Ad Valorem	199,973.02	269,629.95	-69,656.93	74.2%
5011-00 · Douglas County Ad Valorem	754,153.76	820,614.45	-66,460.69	91.9%
5012-00 · Carson City Ad Valorem	540,715.99	578,517.07	-37,801.08	93.5%
5022-00 · Water Lease - Mud Lake		60,000.00	-60,000.00	
5023-00 · Water Lease-Lost Lakes	780.00	880.00	-100.00	88.6%
5031-00 · Interest Income-LGIP Gen.Fund	38,933.04	27,866.74	11,066.30	139.7%
5050-00 · Watershed Coordinator Grant				
5050-15 · NDEP WS COORD VI 2024	32,711.72	36,545.00	-3,833.28	89.5%
Total 5050-00 · Watershed Coordinator Grant	32,711.72	36,545.00	-3,833.28	89.5%
5060-00 · Misc. Income/Watershed Tour	205.00	6,500.00	-6,295.00	3.2%
5064-00 · Reimbursement from Ch Cty-2024		22,000.00	-22,000.00	
5082-00 · Alpine Co.-CASGEM Grant		500.00	-500.00	
5101-00 · State Parks Aquatic Trail Grant	18,558.81	1,504.00	17,054.81	1,234.0%
5406-00 · NDEM 30-Yr Regional Water Plan	23,785.00	76,800.00	-53,015.00	31.0%
5407-00 · NDEM North Dayton BCA Study		105,000.00	-105,000.00	
6008-00 · FEMA - COMS #1	92,455.06	45,657.00	46,798.06	202.5%
6009-00 · FEMA - COMS #2	5,965.41	260,000.00	-254,034.59	2.3%
Total Income	1,907,663.41	2,626,979.35	-719,315.94	72.6%
Gross Profit	1,907,663.41	2,626,979.35	-719,315.94	72.6%
Expense				
7015-00 · Salaries & Wages	414,809.97	588,139.00	-173,329.03	70.5%
7020-00 · Employee Benefits	182,726.42	259,191.00	-76,464.58	70.5%
7021-00 · Workers Comp Ins.	63.45	1,400.00	-1,336.55	4.5%
7101-00 · Director's Fees				
7101-01 · Director Benefits	141.65		141.65	100.0%
7101-02 · Director's Fees-Alpine Co.	1,556.26		1,556.26	100.0%
7101-00 · Director's Fees - Other	9,136.07	19,000.00	-9,863.93	48.1%
Total 7101-00 · Director's Fees	10,833.98	19,000.00	-8,166.02	57.0%
7102-00 · Insurance	5,395.75	5,396.00	-0.25	100.0%
7103-00 · Office Supplies	1,666.66	4,600.00	-2,933.34	36.2%
7104-00 · Postage	1,208.00	1,700.00	-492.00	71.1%
7105-00 · Rent	31,689.90	42,253.20	-10,563.30	75.0%
7106-00 · Telephone/Internet	5,040.48	5,600.00	-559.52	90.0%
7107-00 · Travel-transport/meals/lodging				
7107-01 · Car Allowance	4,750.00		4,750.00	100.0%
7107-00 · Travel-transport/meals/lodging - Other	7,924.98	21,000.00	-13,075.02	37.7%
Total 7107-00 · Travel-transport/meals/lodging	12,674.98	21,000.00	-8,325.02	60.4%
7108-00 · Dues & Publications	957.00	1,700.00	-743.00	56.3%
7109-00 · Miscellaneous Expense	45.00	500.00	-455.00	9.0%
7110-00 · Conferences & Education	2,295.00	4,000.00	-1,705.00	57.4%
7111-00 · Office Equipment	2,022.07	7,000.00	-4,977.93	28.9%
7112-00 · Bank Charges		60.00	-60.00	
7114-00 · Outside Professional Services	1,607.79	50,000.00	-48,392.21	3.2%
7115-00 · Accounting	22,900.00	22,000.00	900.00	104.1%
7116-00 · Legal	16,000.00	30,000.00	-14,000.00	53.3%
7117-00 · Lost Lakes Expenses	723.88	16,000.00	-15,276.12	4.5%
7118-00 · Mud Lake O & M		1,550.00	-1,550.00	
7120-00 · Integrated Watershed Programs				
7120-07 · Watershed Tour		6,000.00	-6,000.00	
7120-10 · Int. Watershed Donation	51.75		51.75	100.0%
7120-55 · NDEP WS COORD VI 2024				

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

04/03/25

Profit & Loss Budget vs. Actual

Cash Basis

July 2024 through March 2025

	Jul '24 - Mar 25	Budget	\$ Over Budget	% of Budget
7120-56 · NDEP WS COORD VI 2024 (MATCH)	3.57	2,062.00	-2,058.43	0.2%
7120-55 · NDEP WS COORD VI 2024 - Other	22,023.83	26,300.00	-4,276.17	83.7%
Total 7120-55 · NDEP WS COORD VI 2024	22,027.40	28,362.00	-6,334.60	77.7%
Total 7120-00 · Integrated Watershed Programs	22,079.15	34,362.00	-12,282.85	64.3%
7121-01 · CRC Website Hosting 24-25		2,585.00	-2,585.00	
7121-02 · CRC Outreach Funding 24-25	3,950.00	20,000.00	-16,050.00	19.8%
7126-01 · NDEM 30-Year Drought Plan	4.89	25,100.00	-25,095.11	0.0%
7126-02 · NDEM-North Dayton BAC Study	24.55	100,000.00	-99,975.45	0.0%
7127-00 · State Parks Aquatic Trail	16,372.56	701.00	15,671.56	2,335.6%
7332-10 · RW CCR Work Days 24-25	16,538.93	40,000.00	-23,461.07	41.3%
7337-39 · DVCD #2022-8 EXT6/30/25	6,616.52	91,800.00	-85,183.48	7.2%
7337-40 · DVCD #2023-5 EXT6/30/25	6,177.92	68,100.00	-61,922.08	9.1%
7337-47 · LCD Clearing and Snagging 24-25		32,700.00	-32,700.00	
7337-51 · TNC - River Fork Ranch 24-26	296.27	30,000.00	-29,703.73	1.0%
7337-60 · DVCD - Administration 24-26	35,452.11	50,000.00	-14,547.89	70.9%
7337-61 · DVCD - Weed Crew 24-26	44,033.69	30,000.00	14,033.69	146.8%
7337-70 · CVCD-Carson River Repairs 24-26		112,500.00	-112,500.00	
7404-00 · Noxious Weeds Control-CR Wtrshd		90,000.00	-90,000.00	
7442-00 · FEMA - COMS 1				
7442-01 · Stagecoach ADMP - JEF	37,899.95		37,899.95	100.0%
7442-02 · North Silver Springs ADMP - KH	3,550.00		3,550.00	100.0%
7442-03 · Walker River Flood Risk - MB	8,662.55		8,662.55	100.0%
7442-04 · Fish Springs - J-U-B	9,700.00		9,700.00	100.0%
7442-05 · FAW/HWM-Ads/Materials/Supplies	1,124.82		1,124.82	100.0%
7442-06 · Trvl/Hotel/Meals/Conf/Mileage	1,133.83		1,133.83	100.0%
7442-00 · FEMA - COMS 1 - Other	96.18	29,644.00	-29,547.82	0.3%
Total 7442-00 · FEMA - COMS 1	62,167.33	29,644.00	32,523.33	209.7%
7443-00 · FEMA - COMS 2				
7443-01 · Gold Cyn ADMP-JEF	4,621.15		4,621.15	100.0%
7443-00 · FEMA - COMS 2 - Other	297.57	229,207.00	-228,909.43	0.1%
Total 7443-00 · FEMA - COMS 2	5,356.22	229,207.00	-223,850.78	2.3%
7500-00 · USGS Monitoring Contracts				
7500-05 · USGS Stream Flow Gages 23-25	40,584.50	81,209.00	-40,624.50	50.0%
7510-01 · USGS CR Basin GW & WQ 23-25		45,950.00	-45,950.00	
7529-00 · USGS Water Resources 2022-25**	7,975.00	22,300.00	-14,325.00	35.8%
Total 7500-00 · USGS Monitoring Contracts	48,559.50	149,459.00	-100,899.50	32.5%
7600-00 · Alpine County Projects				
7600-09 · Al.Co.-CASGEM	2.02	5.00	-2.98	40.4%
7600-17 · AWG Programs 24-25	15,000.00	30,000.00	-15,000.00	50.0%
Total 7600-00 · Alpine County Projects	15,002.02	30,005.00	-15,002.98	50.0%
7610-00 · Douglas County Projects				
7610-10 · Do.Co.Reg.Pipeline Debt Service	125,000.00	125,000.00		100.0%
Total 7610-00 · Douglas County Projects	125,000.00	125,000.00		100.0%
7620-00 · Carson City Projects				
7620-11 · CC Reg.Pipeline Debt Service	62,500.00	125,000.00	-62,500.00	50.0%
Total 7620-00 · Carson City Projects	62,500.00	125,000.00	-62,500.00	50.0%
7640-00 · Churchill County Projects				
7640-22 · Dixie Valley Wtr Lvl 2022-25	5,565.00	25,000.00	-19,435.00	22.3%
7640-23 · Lahontan Vly.Wtr.Lvl. 2024-27	4,413.00	16,000.00	-11,587.00	27.6%
Total 7640-00 · Churchill County Projects	9,978.00	41,000.00	-31,022.00	24.3%
7650-00 · Storey County Projects				
7650-01 · Story County Culverts 24-25		36,500.00	-36,500.00	

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

04/03/25

Profit & Loss Budget vs. Actual

Cash Basis

July 2024 through March 2025

	Jul '24 - Mar 25	Budget	\$ Over Budget	% of Budget
Total 7650-00 · Storey County Projects		36,500.00	-36,500.00	
7700-00 · PROJECTS PAID BY LGIP FUNDS				
7440-72 · MB Web Access Match-Hosting Fee		7,200.00	-7,200.00	
7600-16 · AWG WF Priority (FD LGIP) 23-25	11,832.35	43,350.00	-31,517.65	27.3%
7610-19 · Pinenut Ck LOMR-FEMA Resp-HDR	5,017.00		5,017.00	100.0%
7630-12 · Lyon Cty HWY 50 ROW ext 6/30/25		40,000.00	-40,000.00	
7640-30 · ChCty PMR Adm#2020-01 HDR	15,333.61	10,000.00	5,333.61	153.3%
7700-01 · Acqui/Const Projects		1,275,000.00	-1,275,000.00	
7700-02 · Floodplain Mgmt Projects	1,290.00	220,000.00	-218,710.00	0.6%
Total 7700-00 · PROJECTS PAID BY LGIP FUNDS	33,472.96	1,595,550.00	-1,562,077.04	2.1%
8008-00 · Preliminary Planning/Reserves		400,000.00	-400,000.00	
Total Expense	1,226,242.95	4,570,302.20	-3,344,059.25	26.8%
Net Ordinary Income	681,420.46	-1,943,322.85	2,624,743.31	-35.1%
Other Income/Expense				
Other Income				
8005-00 · Beginning Equity		796,192.58	-796,192.58	
8009-00 · Trans. In-Floodplain Mgmt. Fd.	33,472.96	280,550.00	-247,077.04	11.9%
8015-00 · Trans. In-Acq/Const. Fund		1,315,000.00	-1,315,000.00	
Total Other Income	33,472.96	2,391,742.58	-2,358,269.62	1.4%
Other Expense				
8002-00 · Transfer Out-Acq/Const Fund	150,000.00	150,000.00		100.0%
8014-00 · Trans. Out-Floodplain Mgmt. Fd.	100,000.00	122,000.00	-22,000.00	82.0%
Total Other Expense	250,000.00	272,000.00	-22,000.00	91.9%
Net Other Income	-216,527.04	2,119,742.58	-2,336,269.62	-10.2%
Net Income	464,893.42	176,419.73	288,473.69	263.5%

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

04/03/25

Profit & Loss YTD Comparison

Accrual Basis

March 2025

	Mar 25	Jul '24 - Mar 25
Ordinary Income/Expense		
Income		
5007-00 · Storey County Contribution		21,207.96
5008-00 · Alpine Co. Joint Powers contrib		14,334.80
5009-00 · Churchill County Ad Valorem		163,883.84
5010-00 · Lyon County Ad Valorem		199,973.02
5011-00 · Douglas County Ad Valorem	107,381.10	754,153.76
5012-00 · Carson City Ad Valorem	76,753.10	540,715.99
5023-00 · Water Lease-Lost Lakes		780.00
5031-00 · Interest Income-LGIP Gen.Fund	3,718.21	38,933.04
5050-00 · Watershed Coordinator Grant		
5050-15 · NDEP WS COORD VI 2024		32,711.72
Total 5050-00 · Watershed Coordinator Grant		32,711.72
5058-06 · NDEP 208 Water Quality AG 2024		
5060-00 · Misc. Income/Watershed Tour		205.00
5082-00 · Alpine Co.-CASGEM Grant		
5101-00 · State Parks Aquatic Trail Grant		18,558.81
5406-00 · NDEM 30-Yr Regional Water Plan		23,785.00
6007-00 · FEMA-MAS #12		
6008-00 · FEMA - COMS #1		92,455.06
6009-00 · FEMA - COMS #2		5,965.41
Total Income	187,852.41	1,907,663.41
Gross Profit	187,852.41	1,907,663.41
Expense		
7015-00 · Salaries & Wages	44,987.92	414,809.97
7020-00 · Employee Benefits	20,556.22	182,726.42
7021-00 · Workers Comp Ins.		63.45
7101-00 · Director's Fees		
7101-01 · Director Benefits	19.72	141.65
7101-02 · Director's Fees-Alpine Co.	480.00	1,556.26
7101-00 · Director's Fees - Other	1,360.00	9,136.07
Total 7101-00 · Director's Fees	1,859.72	10,833.98
7102-00 · Insurance		5,395.75
7103-00 · Office Supplies	85.98	1,666.66
7104-00 · Postage	218.35	1,208.00
7105-00 · Rent	3,521.10	31,689.90
7106-00 · Telephone/Internet	630.23	5,040.48
7107-00 · Travel-transport/meals/lodging		
7107-01 · Car Allowance	500.00	4,750.00
7107-00 · Travel-transport/meals/lodging - Other	2,616.22	7,924.98
Total 7107-00 · Travel-transport/meals/lodging	3,116.22	12,674.98
7108-00 · Dues & Publications		957.00
7109-00 · Miscellaneous Expense		45.00
7110-00 · Conferences & Education		2,295.00
7111-00 · Office Equipment	178.27	2,022.07
7112-00 · Bank Charges		
7114-00 · Outside Professional Services	175.00	1,607.79
7115-00 · Accounting		22,900.00
7116-00 · Legal	2,000.00	16,000.00
7117-00 · Lost Lakes Expenses		723.88
7120-00 · Integrated Watershed Programs		
7120-07 · Watershed Tour		
7120-10 · Int. Watershed Donation		51.75
7120-55 · NDEP WS COORD VI 2024		
7120-56 · NDEP WS COORD VI 2024 (MATCH)		3.57
7120-55 · NDEP WS COORD VI 2024 - Other		22,023.83

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

04/03/25

Profit & Loss YTD Comparison

Accrual Basis

March 2025

	Mar 25	Jul '24 - Mar 25
Total 7120-55 · NDEP WS COORD VI 2024		22,027.40
Total 7120-00 · Integrated Watershed Programs		22,079.15
7121-02 · CRC Outreach Funding 24-25	1,400.00	3,950.00
7126-01 · NDEM 30-Year Drought Plan		4.89
7126-02 · NDEM-North Dayton BAC Study	0.22	24.55
7127-00 · State Parks Aquatic Trail		16,372.56
7215-03 · Sierra NV Journeys 23-24		
7332-09 · RW CCR Work Days 23-24		
7332-10 · RW CCR Work Days 24-25		16,538.93
7337-30 · CVCD Carson River Repairs 23-24		
7337-39 · DVCD #2022-8 EXT6/30/25		6,616.52
7337-40 · DVCD #2023-5 EXT6/30/25		6,177.92
7337-46 · LCD Clearing & Sand Bars 23-24		
7337-51 · TNC - River Fork Ranch 24-26		296.27
7337-60 · DVCD - Administration 24-26		35,452.11
7337-61 · DVCD - Weed Crew 24-26	36,239.27	44,033.69
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 2022-24		
7442-00 · FEMA - COMS 1		
7442-01 · Stagecoach ADMP - JEF		37,899.95
7442-02 · North Silver Springs ADMP - KH		3,550.00
7442-03 · Walker River Flood Risk - MB		8,662.55
7442-04 · Fish Springs - J-U-B		9,700.00
7442-05 · FAW/HWM-Ads/Materials/Supplies		1,124.82
7442-06 · Trvl/Hotel/Meals/Conf/Mileage		1,133.83
7442-00 · FEMA - COMS 1 - Other	5.27	96.18
Total 7442-00 · FEMA - COMS 1	5.27	62,167.33
7443-00 · FEMA - COMS 2		
7443-01 · Gold Cyn ADMP-JEF	4,621.15	4,621.15
7443-02 · South SS ADMP- Wood Rodgers	437.50	437.50
7443-00 · FEMA - COMS 2 - Other	156.38	297.57
Total 7443-00 · FEMA - COMS 2	5,215.03	5,356.22
7500-00 · USGS Monitoring Contracts		
7500-05 · USGS Stream Flow Gages 23-25		40,584.50
7510-01 · USGS CR Basin GW & WQ 23-25		
7526-01 · USGS Middle Carson GW 2020-24		
7529-00 · USGS Water Resources 2022-25**		7,975.00
Total 7500-00 · USGS Monitoring Contracts		48,559.50
7600-00 · Alpine County Projects		
7600-09 · Al.Co.-CASGEM		2.02
7600-15 · AWG Programs 23-24		
7600-17 · AWG Programs 24-25		15,000.00
Total 7600-00 · Alpine County Projects		15,002.02
7610-00 · Douglas County Projects		
7610-10 · Do.Co.Reg.Pipeline Debt Service	62,500.00	125,000.00
Total 7610-00 · Douglas County Projects	62,500.00	125,000.00
7620-00 · Carson City Projects		
7620-11 · CC Reg.Pipeline Debt Service		62,500.00

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Profit & Loss YTD Comparison

March 2025

	Mar 25	Jul '24 - Mar 25
Total 7620-00 · Carson City Projects		62,500.00
7640-00 · Churchill County Projects		
7640-20 · Lahontan Vly.Wtr.Lvl. 2021-24		5,565.00
7640-22 · Dixie Valley Wtr Lvl 2022-25		4,413.00
7640-23 · Lahontan Vly.Wtr.Lvl. 2024-27		
Total 7640-00 · Churchill County Projects		9,978.00
7700-00 · PROJECTS PAID BY LGIP FUNDS		
7440-72 · MB Web Access Match-Hosting Fee		11,832.35
7600-16 · AWG WF Priority (FD LGIP) 23-25		5,017.00
7610-19 · Pinenut Ck LOMR-FEMA Resp-HDR		15,333.61
7640-30 · ChCty PMR Adm#2020-01 HDR		1,290.00
7700-02 · Floodplain Mgmt Projects		
Total 7700-00 · PROJECTS PAID BY LGIP FUNDS		33,472.96
Total Expense	182,688.80	1,226,242.95
Net Ordinary Income	5,163.61	681,420.46
Other Income/Expense		
Other Income		
8009-00 · Trans. In-Floodplain Mgmt. Fd.		33,472.96
Total Other Income		33,472.96
Other Expense		
8002-00 · Transfer Out-Acq/Const Fund		150,000.00
8014-00 · Trans. Out-Floodplain Mgmt. Fd.		100,000.00
Total Other Expense		250,000.00
Net Other Income		-216,527.04
Net Income	5,163.61	464,893.42

AGENDA ITEM #8
PAYMENT OF BILLS

10:08 AM

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

04/03/25

Transaction Detail by Account

Cash Basis

March 2025

Type	Date	Num	Name	Memo	Paid Amount	Balance
1013-00 · Cash in Checking - U. S. Bank						
Deposit	03/03/2025			Deposit	114.93	114.93
Deposit	03/04/2025			Deposit	114.73	229.66
Check	03/04/2025	11347	Euronev, Ltd.	#74334 March Rent	-3,521.10	-3,291.44
Check	03/04/2025	11348	Edwin James	Reimbursement	-50.51	-3,341.95
Check	03/04/2025	11349	Catrina Schambra	Reimbursement	-103.00	-3,444.95
Check	03/04/2025	11350	Braulio Fernandez	Invoice #9	-175.00	-3,619.95
Check	03/04/2025	11351	Pacific Office Automation	Acct #710047	-32.40	-3,652.35
Check	03/04/2025	11352	JE Fuller Hydrology & Geomorpholo...	#P5088.01-1	-4,621.15	-8,273.50
Check	03/04/2025	11353	Carson Valley Conservation District	Agreement #2024-4 Inv#1	-36,239.27	-44,512.77
Check	03/06/2025	11355	Kelly Nicholas	Reimbursement -Forum Expenses	-337.96	-44,850.73
Check	03/06/2025	11356	Steven D. King	Professional Services February 2025	-2,000.00	-46,850.73
Deposit	03/06/2025			Deposit	38.31	-46,812.42
Deposit	03/06/2025			Deposit	160.00	-46,652.42
Deposit	03/07/2025			Deposit	120.00	-46,532.42
Deposit	03/18/2025			Deposit	76,984.24	30,451.82
Check	03/19/2025	11357	Douglas County Public Works	2010 Interlocal Contract Regional Pipeline	-62,500.00	-32,048.18
Check	03/24/2025	11358	Carson City	CWSD Payroll #6	-34,633.14	-66,681.32
Check	03/24/2025	11359	Pacific Office Automation, INC	Acct#1055811531	-218.65	-66,899.97
Check	03/24/2025	11360	Spectrum Reach	Acct# 40090763	-1,400.00	-68,299.97
Check	03/24/2025	11361	Wood Rodgers	Invoice #190371	-437.50	-68,737.47
Check	03/24/2025	11362	Charlie Dobson	March Dir. Fee & 1st Qtr Mileage	-189.34	-68,926.81
Check	03/24/2025	11363	Myles Getto	1st Quarter Mileage Reimbursement	-178.72	-69,105.53
Check	03/24/2025	11364	David Griffith	MAR Alpine County Director Fee & 1st Qtr Mileage Rei...	-322.57	-69,428.10
Check	03/24/2025	11365	Sharla Hales	1st Qtr Mileage Reimbursement	-53.54	-69,481.64
Check	03/24/2025	11366	Tammy Hendrix	1st Quarter Mileage Reimbursement	-50.60	-69,532.24
Check	03/24/2025	11367	D. Jim Hindle	1st Quarter Mileage Reimbursement	-61.32	-69,593.56
Check	03/24/2025	11368	Doug Johnson	1st Quarter Mileage Reimbursement	-105.21	-69,698.77
Check	03/24/2025	11369	Ernest Schank	1st Quarter Mileage Reimbursement	-266.91	-69,965.68
Check	03/24/2025	11370	Lisa Schuette	1st Quarter Mileage Reimbursement	-26.11	-69,991.79
Check	03/24/2025	11371	Lee Sterrett	1st Quarter Mileage Reimbursement	-194.78	-70,186.57
Check	03/24/2025	11372	Fred Stodieck	1st Quarter Mileage Reimbursement	-56.20	-70,242.77
Check	03/24/2025	11373	Nathan Tolbert	1st Quarter Mileage Reimbursement	-39.79	-70,282.56
Check	03/24/2025	11374	Cassi Koerner	1st Quarter Mileage Reimbursement	-73.33	-70,355.89
Check	03/24/2025	11375	Mike Workman	1st Quarter Mileage Reimbursement	-84.35	-70,440.24
Deposit	03/25/2025			Deposit	107,381.10	36,940.86
Check	03/26/2025	11376	Bank of America	Acct. #4024 4910 0003 3949	-1,993.56	34,947.30
Check	03/27/2025	11377	Carson City	CWSD Payroll #7	-32,790.72	2,156.58
Check	03/27/2025	11378	Charles Dobson	FEB Alpine County Director Fee	-160.00	1,996.58
Check	03/27/2025	11379	David Griffith	FEB Alpine County Director Fee	-80.00	1,916.58
Check	03/27/2025	11380	Deborah Neddenriep	1st Qtr Mileage Reimbursement	-102.20	1,814.38
Check	03/27/2025	11381	Catrina Schambra	1st Qtr Mileage Reimbursement	-133.80	1,680.58
Check	03/27/2025	11382	Brenda Hunt	1st Qtr Mileage Reimbursement	-15.40	1,665.18
Check	03/27/2025	11383	Lindsay Marsh	1st Qtr Mileage Reimbursement	-192.50	1,472.68
Check	03/27/2025	11384	Kelly Nicholas	1st Qtr Mileage Reimbursement	-32.20	1,440.48
Total 1013-00 · Cash in Checking - U. S. Bank					1,440.48	1,440.48
1014-00 · Local Gov't Inv. Pool-Regular						
Deposit	03/01/2025			Interest	3,718.21	3,718.21
Total 1014-00 · Local Gov't Inv. Pool-Regular					3,718.21	3,718.21
1030-00 · Petty Cash						
General J...	03/31/2025			MAR Petty Cash Replenishment/Balance	4.92	4.92
Total 1030-00 · Petty Cash					4.92	4.92
3307-00 · CC Payroll Due						
Check	03/24/2025	11358	Carson City	Payroll #6 (2/21/2025-3/6/2025)	34,633.14	34,633.14
General J...	03/24/2025			Payroll #6 (2/21/2025-3/6/2025)	-34,633.14	
General J...	03/27/2025			Payroll #7 (3/7/2025-3/20/2025)	-32,790.72	-32,790.72
Check	03/27/2025	11377	Carson City	Payroll #7 (3/7/2025-3/20/2025)	32,790.72	
Total 3307-00 · CC Payroll Due						
5011-00 · Douglas County Ad Valorem						
Deposit	03/25/2025	757727	Douglas County Treasurer	February Ad Valorem Taxes	-107,381.10	-107,381.10
Total 5011-00 · Douglas County Ad Valorem					-107,381.10	-107,381.10
5012-00 · Carson City Ad Valorem						
Deposit	03/18/2025	90312...	Carson City	February Ad Valorem Taxes	-76,753.10	-76,753.10
Total 5012-00 · Carson City Ad Valorem					-76,753.10	-76,753.10
5031-00 · Interest Income-LGIP Gen.Fund						
Deposit	03/01/2025			Interest	-3,718.21	-3,718.21
Total 5031-00 · Interest Income-LGIP Gen.Fund					-3,718.21	-3,718.21

10:08 AM

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

04/03/25

Transaction Detail by Account

Cash Basis

March 2025

Type	Date	Num	Name	Memo	Paid Amount	Balance
7015-00 · Salaries & Wages						
General J...	03/24/2025			Salary Payroll #6 Hunt	4,388.04	4,388.04
General J...	03/24/2025			Salary Payroll #6 James	7,553.60	11,941.64
General J...	03/24/2025			Salary Payroll #6 Marsh	2,966.09	14,907.73
General J...	03/24/2025			Salary Payroll #6 Neddenriep	3,418.55	18,326.28
General J...	03/24/2025			Salary Payroll #6 Nicholas	2,375.71	20,701.99
General J...	03/24/2025			Salary Payroll #6 Schambra	3,002.63	23,704.62
General J...	03/27/2025			Salary Payroll #7 Hunt	3,832.22	27,536.84
General J...	03/27/2025			Salary Payroll #7 James	7,553.60	35,090.44
General J...	03/27/2025			Salary Payroll #7 Marsh	2,966.09	38,056.53
General J...	03/27/2025			Salary Payroll #7 Neddenriep	3,075.53	41,132.06
General J...	03/27/2025			Salary Payroll #7 Nicholas	2,091.81	43,223.87
General J...	03/27/2025			Salary Payroll #7 Schambra (LWOP 33 hrs)	1,764.05	44,987.92
Total 7015-00 · Salaries & Wages					44,987.92	44,987.92
7020-00 · Employee Benefits						
General J...	03/24/2025			Benies Payroll #6 Hunt	2,181.54	2,181.54
General J...	03/24/2025			Benies Payroll #6 James	3,446.72	5,628.26
General J...	03/24/2025			Benies Payroll #6 Marsh	1,010.51	6,638.77
General J...	03/24/2025			Benies Payroll #6 Neddenriep	1,643.21	8,281.98
General J...	03/24/2025			Benies Payroll #6 Nicholas	898.63	9,180.61
General J...	03/24/2025			Benies Payroll #6 Schambra	1,497.91	10,678.52
General J...	03/27/2025			Benies Payroll #7 Hunt	1,987.28	12,665.80
General J...	03/27/2025			Benies Payroll #7 James	3,446.72	16,112.52
General J...	03/27/2025			Benies Payroll #7 Marsh	1,010.51	17,123.03
General J...	03/27/2025			Benies Payroll #7 Neddenriep	1,523.33	18,646.36
General J...	03/27/2025			Benies Payroll #7 Nicholas	844.83	19,491.19
General J...	03/27/2025			Benies Payroll #7 Schambra	1,065.03	20,556.22
Total 7020-00 · Employee Benefits					20,556.22	20,556.22
7101-00 · Director's Fees						
7101-01 · Director Benefits						
General J...	03/24/2025			Director Benies Payroll #6 Getto (No mtgs.)		
General J...	03/24/2025			Director Benies Payroll #6 Giomi (No mtgs.)		
General J...	03/24/2025			Director Benies Payroll #6 Hales (No mtgs.)		
General J...	03/24/2025			Director Benies Payroll #6 Hendrix (No mtgs.)		
General J...	03/24/2025			Director Benies Payroll #6 Hindle (No mtgs.)		
General J...	03/24/2025			Director Benies Payroll #6 Johnson (No mtgs.)		
General J...	03/24/2025			Director Benies Payroll #6 Koerner (No mtgs.)		
General J...	03/24/2025			Director Benies Payroll #6 Schank (No mtgs.)		
General J...	03/24/2025			Director Benies Payroll #6 Schuette (No mtgs.)		
General J...	03/24/2025			Director Benies Payroll #6 Sterrett (No mtgs.)		
General J...	03/24/2025			Director Benies Payroll #6 Stodieck (No mtgs.)		
General J...	03/24/2025			Director Benies Payroll #6 Workman (No mtgs.)		
General J...	03/27/2025			Director Benies Payroll #7 Getto (No mtgs.)	1.16	1.16
General J...	03/27/2025			Director Benies Payroll #7 Giomi (No mtgs.)	1.16	2.32
General J...	03/27/2025			Director Benies Payroll #7 Hales (No mtgs.)	1.16	3.48
General J...	03/27/2025			Director Benies Payroll #7 Hendrix (No mtgs.)	1.16	4.64
General J...	03/27/2025			Director Benies Payroll #7 Hindle (No mtgs.)	1.16	5.80
General J...	03/27/2025			Director Benies Payroll #7 Johnson (No mtgs.)	2.32	8.12
General J...	03/27/2025			Director Benies Payroll #7 Koerner (No mtgs.)	2.32	10.44
General J...	03/27/2025			Director Benies Payroll #7 Schank (No mtgs.)	2.32	12.76
General J...	03/27/2025			Director Benies Payroll #7 Schuette (No mtgs.)	2.32	15.08
General J...	03/27/2025			Director Benies Payroll #7 Sterrett (No mtgs.)	1.16	16.24
General J...	03/27/2025			Director Benies Payroll #7 Stodieck (No mtgs.)	1.16	17.40
General J...	03/27/2025			Director Benies Payroll #7 Workman (No mtgs.)	2.32	19.72
Total 7101-01 · Director Benefits					19.72	19.72
7101-02 · Director's Fees-Alpine Co.						
Check	03/24/2025	11362	Charlie Dobson	March Alpine County Director Fee	80.00	80.00
Check	03/24/2025	11364	David Griffith	MAR Alpine County Director Fee	160.00	240.00
Check	03/27/2025	11378	Charles Dobson	FEB Alpine County Director Fee (2/10/25 & 2/19/25)	160.00	400.00
Check	03/27/2025	11379	David Griffith	FEB Alpine County Director Fee	80.00	480.00
Total 7101-02 · Director's Fees-Alpine Co.					480.00	480.00
7101-00 · Director's Fees - Other						
General J...	03/24/2025			Director Fee Payroll #6 Getto (No mtgs.)		
General J...	03/24/2025			Director Fee Payroll #6 Giomi (No mtgs.)		
General J...	03/24/2025			Director Fee Payroll #6 Hales (No mtgs.)		
General J...	03/24/2025			Director Fee Payroll #6 Hendrix (No mtgs.)		
General J...	03/24/2025			Director Fee Payroll #6 Hindle (No mtgs.)		
General J...	03/24/2025			Director Fee Payroll #6 Johnson (No mtgs.)		
General J...	03/24/2025			Director Fee Payroll #6 Koerner (No mtgs.)		
General J...	03/24/2025			Director Fee Payroll #6 Schank (No mtgs.)		
General J...	03/24/2025			Director Fee Payroll #6 Schuette (No mtgs.)		
General J...	03/24/2025			Director Fee Payroll #6 Sterrett (No mtgs.)		

10:08 AM

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

04/03/25

Transaction Detail by Account

Cash Basis

March 2025

Type	Date	Num	Name	Memo	Paid Amount	Balance
General J...	03/24/2025			Director Fee Payroll #6 Stodieck (No mtgs.)		
General J...	03/24/2025			Director Fee Payroll #6 Workman (No mtgs.)		
General J...	03/27/2025			Director Fee Payroll #7 Getto (3/19/25)	80.00	80.00
General J...	03/27/2025			Director Fee Payroll #7 Giomi (3/19/25)	80.00	160.00
General J...	03/27/2025			Director Fee Payroll #7 Hales (3/19/25)	80.00	240.00
General J...	03/27/2025			Director Fee Payroll #7 Hendrix (3/19/25)	80.00	320.00
General J...	03/27/2025			Director Fee Payroll #7 Hindle (3/27/25)	80.00	400.00
General J...	03/27/2025			Director Fee Payroll #7 Johnson (2/27/25 & 3/19/25)	160.00	560.00
General J...	03/27/2025			Director Fee Payroll #7 Koerner (3/19/25)**to be correc...	160.00	720.00
General J...	03/27/2025			Director Fee Payroll #7 Schank (2/27/25 & 3/19/25)	160.00	880.00
General J...	03/27/2025			Director Fee Payroll #7 Schuette (2/27/25 & 3/19/25)	160.00	1,040.00
General J...	03/27/2025			Director Fee Payroll #7 Sterrett (No mtgs.)	80.00	1,120.00
General J...	03/27/2025			Director Fee Payroll #7 Stodieck (No mtgs.)	80.00	1,200.00
General J...	03/27/2025			Director Fee Payroll #7 Workman (2/27/25 & 3/19/25)	160.00	1,360.00
Total 7101-00 · Director's Fees - Other					1,360.00	1,360.00
Total 7101-00 · Director's Fees					1,859.72	1,859.72
7103-00 · Office Supplies						
Check	03/04/2025	11351	Pacific Office Automation	February - Color Copies	32.40	32.40
Deposit	03/18/2025	1050	River Wranglers	FEB Copies	-31.14	1.26
Check	03/24/2025	11359	Pacific Office Automation, INC	March - B/W Copies	40.38	41.64
Check	03/26/2025	11376	Bank of America	Ergonomic Mouse - Debbie	69.99	111.63
Check	03/26/2025	11376	Bank of America	Breakroom Supplies	36.84	148.47
General J...	03/31/2025			March Copies	-57.57	90.90
General J...	03/31/2025			Ed James 82 B/W Copies	-4.92	85.98
Total 7103-00 · Office Supplies					85.98	85.98
7104-00 · Postage						
Check	03/26/2025	11376	Bank of America	Postage Stamps (100 roll)	75.55	75.55
Check	03/26/2025	11376	Bank of America	2/27/25 Finance Comm Agenda Pkgs Mailing	16.80	92.35
Check	03/26/2025	11376	Bank of America	3/19/25 Bd Agenda Pkgs Mailing (1 of 2)	84.00	176.35
Check	03/26/2025	11376	Bank of America	3/19/25 Bd Agenda Pkgs Mailing (2 of 2)	42.00	218.35
Total 7104-00 · Postage					218.35	218.35
7105-00 · Rent						
Check	03/04/2025	11347	Euronev, Ltd.	March Rent	3,521.10	3,521.10
Total 7105-00 · Rent					3,521.10	3,521.10
7106-00 · Telephone/Internet						
Check	03/26/2025	11376	Bank of America	March - ZOOM	15.99	15.99
Check	03/26/2025	11376	Bank of America	Otter AI - 1 Year Subscription	240.00	255.99
Check	03/26/2025	11376	Bank of America	Vonage Phone System - March	144.25	400.24
Check	03/26/2025	11376	Bank of America	Kaseya AV Monitoring - March	45.00	445.24
Check	03/26/2025	11376	Bank of America	AT&T Internet - March	74.99	520.23
Check	03/26/2025	11376	Bank of America	March - Microsoft 395	75.00	595.23
Check	03/26/2025	11376	Bank of America	MAR - Quick Books Online	35.00	630.23
Total 7106-00 · Telephone/Internet					630.23	630.23
7107-00 · Travel-transport/meals/lodging						
7107-01 · Car Allowance						
General J...	03/24/2025			Car Allowance Payroll #6 James	250.00	250.00
General J...	03/27/2025			Car Allowance Payroll #6 James	250.00	500.00
Total 7107-01 · Car Allowance					500.00	500.00
7107-00 · Travel-transport/meals/lodging - Other						
Deposit	03/03/2025		Paypal	WS Forum Registrations:	-114.93	-114.93
Deposit	03/04/2025		Paypal	WS Forum Registrations:	-114.73	-229.66
Check	03/04/2025	11348	Edwin James	2/27/25 Finance Committee Food & Beverage	50.51	-179.15
Check	03/04/2025	11349	Catrina Schambra	3/4/25 WS Forum - Cash to tip servers at Ruvo Hall	103.00	-76.15
Check	03/06/2025	11355	Kelly Nicholas	Reimbursement -Forum Expenses	337.96	261.81
Deposit	03/06/2025		Paypal	Forum Registration: Clint Holeman	-38.31	223.50
Deposit	03/06/2025	115	James Springgate	WS Forum Registration	-40.00	183.50
Deposit	03/06/2025	2136	Alpine Watershed Group	WS Forum Registration	-40.00	143.50
Deposit	03/06/2025	130704	Fallon Paiute-Shoshone Tribe	WS Forum Registrations (2)	-80.00	63.50
Deposit	03/07/2025	22895...	Nevada State Treasurer	WS Forum Reg: Rasmussen	-40.00	23.50
Deposit	03/07/2025	30395...	Nevada State Treasurer	WS Forum Reg: Fichtner	-40.00	-16.50
Deposit	03/07/2025	30395...	Nevada State Treasurer	WS Forum Reg: Munoz-Robles	-40.00	-56.50
Deposit	03/18/2025	1052	River Wranglers	Forum Registrations: Feldermann & Wirkus	-80.00	-136.50
Deposit	03/18/2025	90312...	Carson City	Forum Registrations:	-120.00	-256.50
Check	03/24/2025	11362	Charlie Dobson	1st Quarter Mileage Reimbursement	109.34	-147.16
Check	03/24/2025	11363	Myles Getto	1st Quarter Mileage Reimbursement	178.72	31.56
Check	03/24/2025	11364	David Griffith	1st Quarter Mileage Reimbursement	162.57	194.13
Check	03/24/2025	11365	Sharla Hales	1st Quarter Mileage Reimbursement	53.54	247.67
Check	03/24/2025	11366	Tammy Hendrix	1st Quarter Mileage Reimbursement	50.60	298.27

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CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

04/03/25

Transaction Detail by Account

Cash Basis

March 2025

Type	Date	Num	Name	Memo	Paid Amount	Balance
Check	03/24/2025	11367	D. Jim Hindle	1st Quarter Mileage Reimbursement	61.32	359.59
Check	03/24/2025	11368	Doug Johnson	1st Quarter Mileage Reimbursement	105.21	464.80
Check	03/24/2025	11369	Ernest Schank	1st Quarter Mileage Reimbursement	266.91	731.71
Check	03/24/2025	11370	Lisa Schuette	1st Quarter Mileage Reimbursement	26.11	757.82
Check	03/24/2025	11371	Lee Sterrett	1st Quarter Mileage Reimbursement	194.78	952.60
Check	03/24/2025	11372	Fred Stodieck	1st Quarter Mileage Reimbursement	56.20	1,008.80
Check	03/24/2025	11373	Nathan Tolbert	1st Quarter Mileage Reimbursement	39.79	1,048.59
Check	03/24/2025	11374	Cassi Koerner	1st Quarter Mileage Reimbursement	73.33	1,121.92
Check	03/24/2025	11375	Mike Workman	1st Quarter Mileage Reimbursement	84.35	1,206.27
Check	03/26/2025	11376	Bank of America	2/27/25 Finance Committee Lunch (Chipotle)	195.41	1,401.68
Check	03/26/2025	11376	Bank of America	Forum Lunch -Day 1 (Chipotle)	842.74	2,244.42
Check	03/27/2025	11380	Deborah Neddenriep	1st Qtr Mileage Reimbursement	102.20	2,346.62
Check	03/27/2025	11381	Catrina Schambra	1st Qtr Mileage Reimbursement	133.80	2,480.42
Check	03/27/2025	11382	Brenda Hunt	1st Qtr Mileage Reimbursement	15.40	2,495.82
Check	03/27/2025	11383	Lindsay Marsh	1st Qtr Mileage Reimbursement	88.20	2,584.02
Check	03/27/2025	11384	Kelly Nicholas	1st Qtr Mileage Reimbursement	32.20	2,616.22
Total 7107-00 - Travel-transport/meals/lodging - Other					2,616.22	2,616.22
Total 7107-00 - Travel-transport/meals/lodging					3,116.22	3,116.22
7111-00 - Office Equipment						
Check	03/24/2025	11359	Pacific Office Automation, INC	March - Konica Minolta BizHub C450i Lease Payment	178.27	178.27
Total 7111-00 - Office Equipment					178.27	178.27
7114-00 - Outside Professional Services						
Check	03/04/2025	11350	Braulio Fernandez	Website Maintenance & Backup Services - February	175.00	175.00
Total 7114-00 - Outside Professional Services					175.00	175.00
7116-00 - Legal						
Check	03/06/2025	11356	Steven D. King	Professional Services February 2025	2,000.00	2,000.00
Total 7116-00 - Legal					2,000.00	2,000.00
7121-02 - CRC Outreach Funding 24-25						
Check	03/24/2025	11360	Spectrum Reach	1/27/25-2/23/25 Streaming TV Ads (30 sec ads x 44,1...	1,400.00	1,400.00
Total 7121-02 - CRC Outreach Funding 24-25					1,400.00	1,400.00
7126-02 - NDEM-North Dayton BAC Study						
General J...	03/31/2025			March Copies	0.22	0.22
Total 7126-02 - NDEM-North Dayton BAC Study					0.22	0.22
7337-61 - DVCD - Weed Crew 24-26						
Check	03/04/2025	11353	Carson Valley Conservation District	#2024-4 Inv#1 (7/1/24-12/31/24)	36,239.27	36,239.27
Total 7337-61 - DVCD - Weed Crew 24-26					36,239.27	36,239.27
7442-00 - FEMA - COMS 1						
General J...	03/31/2025			March Copies	5.27	5.27
Total 7442-00 - FEMA - COMS 1					5.27	5.27
7443-00 - FEMA - COMS 2						
7443-01 - Gold Cyn ADMP-JEF						
Check	03/04/2025	11352	JE Fuller Hydrology & Geomorpholo...	Gold Canyon ADMP- Professional Services thru 2/28/25	4,621.15	4,621.15
Total 7443-01 - Gold Cyn ADMP-JEF					4,621.15	4,621.15
7443-02 - South SS ADMP- Wood Rodgers						
Check	03/24/2025	11361	Wood Rodgers	Professional Service thru 2/28/25	437.50	437.50
Total 7443-02 - South SS ADMP- Wood Rodgers					437.50	437.50
7443-00 - FEMA - COMS 2 - Other						
Check	03/27/2025	11383	Lindsay Marsh	1st Qtr Mileage Reimbursement	104.30	104.30
General J...	03/31/2025			March Copies	52.08	156.38
Total 7443-00 - FEMA - COMS 2 - Other					156.38	156.38
Total 7443-00 - FEMA - COMS 2					5,215.03	5,215.03
7610-00 - Douglas County Projects						
7610-10 - Do.Co.Reg.Pipeline Debt Service						
Check	03/19/2025	11357	Douglas County Public Works	Douglas County Regional Pipeline	62,500.00	62,500.00
Total 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

CWSD Petty Cash Transaction Record March 2025

Date	G/L No.	Description	Debits	Credits	Balance
		Starting Balance			\$100.00
3/29/25	7103	Ed James		\$4.92	\$104.92
	Office Supplies	82 B/W Copies			
		Petty Cash Replenishment /Balance			\$104.92

Date: 4/3/25

Prepared by: 

Approved by: 

:cat

AGENDA ITEM #9

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: April 16, 2025

SUBJECT: Agenda Item #9 – For Possible Action: Approval of Addendum B to Lumos Agreement #2023-2 30-year Regional Water Plan to extend to February 28, 2026, and add additional funds not to exceed \$25,100

DISCUSSION: In March of 2024, Lumos submitted a request for additional funds to complete the 30-Year Regional Water Plan. This request plus some additional funding for CWSD staff time was submitted to Nevada Department of Emergency Management (NDEM). During this time Lumos has been on hold as we wait for the USGS to complete their modeling efforts. Once the modeling is done, the results will be provided to Lumos to finalize the 30-Year Regional Water Plan.

After several months, CWSD received notice that NDEM agreed to the additional funds. Attached is Addendum B to Agreement #2023-2 for the additional funds and time to complete the 30-Year Regional Water Plan.

STAFF RECOMMENDATION: Approve Addendum B to Lumos Agreement #2023-2 for 30-year Regional Water Plan to extend to February 28, 2026, and add additional funds not to exceed \$25,100 as presented.



**Addendum B to Agreement #2023-2
between
Carson Water Subconservancy District
and
Lumos & Associates, Inc.**

WHEREAS on March 16, 2023, the CARSON WATER SUBCONSERVANCY DISTRICT (hereinafter referred to "CWSD") and Lumos & Associates, Inc. (hereinafter referred to "Lumos") entered into an Agreement (hereinafter "Agreement #2023-2") addressing funding from CWSD to Lumos to complete a 30-Year Regional Drought & Water Sustainability Plan (hereafter "Project"); and

WHEREAS CWSD has identified additional tasks to be added to Project; and

WHEREAS Lumos has agreed to these additional tasks; and

WHEREAS Lumos will need additional time and funds to complete the Project; and

WHEREAS CWSD has revised the budget for this project to provide Lumos with additional funding for the Project from available Nevada Division of Emergency Management (NDEM) funding; and

WHEREAS it has been determined that an additional 15 months will be added to Contractor Agreement #2023-2 with Lumos to complete the Project.

NOW, THEREFORE, IT IS AGREED:

- 1. An additional amount not to exceed \$25,100 will be provided to Agreement #2023-2 with Lumos to complete additional tasks no later than February 28, 2026.**
- 2. Additional tasks will be completed as described in attached Exhibit A.**
- 3. All other terms of Agreement #2023-2 shall remain in full force and effect.**

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

LUMOS & ASSOCIATES, INC.

CARSON WATER SUBCONSERVANCY DISTRICT

Tim Russell, Principal

Ernest Schank, Chairperson

DATE: _____

DATE: _____



Carson City
308 N. Curry Street, Suite 200
Carson City, Nevada 89703
775.883.7077

March 25, 2024

Exhibit A

Mr. Ed James, General Manager
Carson Water Subconservancy District
777 E. William Street, Suite 209
Carson City, NV 89701
Via Email: edjames@cwsd.org

Re: Proposal for Additional Professional Services – CWSD 30-Year Regional Drought and Water Sustainability Plan

Dear Mr. James,

Lumos & Associates, Inc. (Lumos), appreciates the opportunity to submit this proposal to provide additional professional services to support the Carson Water Subconservancy District (CWSD) with the Carson River Watershed 30-Year Regional Drought and Water Sustainability Plan.

Project Understanding

The proposed project is to assist the CWSD with the development of a Carson River Watershed 30-Year Regional Drought and Water Sustainability Plan. This plan will be a tool to enhance the reliability of water within the entire watershed. The study/plan/strategy development will explore partnerships and the feasibility of exchanging water amongst the various stakeholders along the River.

Through the process of developing the work to date additional scope and effort has arisen resulting in this request for additional funding. Components associated with the additional scope are:

- Extended timeframe for the project. The estimated duration of the project has increased by a minimum of 12 months to a maximum of 15 months. This results in additional coordination, project management, and work on the project.
- Additional meetings. Due to additional coordination there are additional meetings with the water purveyors to either answer questions, gain additional information, or coordinate on the results of the data analysis.
- Requested changes in growth rates. Some of the water utilities have requested changes to growth rates from those originally provided resulting in additional analysis.
- Multiple rounds of report review and response with water utilities.
- USGS requested information and USGS comment review and response. USGS has requested additional mapping and other information not originally contemplated.

Lumos has developed the following scope based upon the additional scope of services:

Project Scope

Task 3 – Data Gathering and Analysis (Additional Time)

Under this task, Lumos will assist CWSD in the following tasks:

- Modifications to growth rates as requested.
- USGS requested mapping and other data. Review and response coordination of USGS comments.

Task 4 – Drought and Water Sustainability Plan (Additional Time)

Under this task, Lumos will assist CWSD in the following tasks:

- Modifications to growth rates as requested.
- Additional review/response rounds with water purveyors
- USGS requested mapping and other data. Review and response coordination of USGS comments.
- Attend and participate in additional meetings to inform and obtain input from water system stakeholders along the Carson River.

Assumptions / Exceptions

Lumos has made the following assumptions in preparation of this proposal:

- CWSD will facilitate scheduling of meetings
- CWSD will run the meetings with the exception of presentations
- USGS will provide climate analysis and modeling runs. CWSD will review modeling for Alpine Decree consistency.

Fees

The tasks described in the Scope of Work will be completed for the following fees:

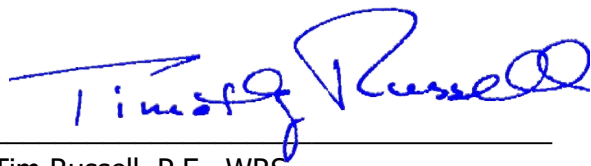
Task 3: Data Gathering and Analysis Additional Funds	\$9,800
Task 4: Drought and Sustainability Additional Funds	\$15,300
TOTAL:	\$25,100

Tasks 3 and 4 are lump sum additions to previously authorized task amounts. Lumos will be happy to amend this proposal as necessary to include services not included or to amend the proposed services to better match the scope of services required.

If this proposal is acceptable, please provide your typical contract amendment. Lumos will send monthly progress billings on this project.

Thank you again for allowing Lumos to provide you with this proposal. Please do not hesitate to call me if you have questions or concerns as we would happy to discuss them with you.

Sincerely,

A handwritten signature in blue ink that reads "Timothy Russell". The signature is written in a cursive style with a horizontal line underneath it.

Tim Russell, P.E., WRS
Director – Engineering Division

AGENDA ITEM #10

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: April 16, 2025

SUBJECT: Agenda Item #10 – For Possible Action: Approval of NCE Agreement #2025-8 – Carson River Adaptive Stewardship Plan (CRASP) GIS Web Viewer 3-Year Maintenance Agreement in an amount not to exceed \$35,784

DISCUSSION: Attached is NCE Agreement #2025-8. Funding for this project was approved in the tentative FY 2025-26 budget. Part of the funding is allocated to be spent during FY 2024-25 to address current maintenance needs. The funds will be available once CWSD and NCE sign the agreement. The total amount of the agreement will not exceed the approved amount in the tentative budget.

STAFF RECOMMENDATION: Approve NCE Agreement #2025-8 – Carson River Adaptive Stewardship Plan (CRASP) GIS Web Viewer 3-Year Maintenance Agreement in an amount not to exceed \$35,784 as presented.

**DRAFT**

Contractor Funding Agreement

Carson Water Subconservancy District (hereinafter "CWSD") and NCE Engineering & Environmental Services (hereinafter "NCE") hereby enter into a Contract whereby NCE will provide Carson River Adaptive Stewardship Plan (CRASP) GIS Web Viewer Maintenance (hereinafter "Project") in accordance with and subject to the following terms and conditions:

1) **ASSIGNMENT**

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

The Project is further identified and described in Exhibit A. The compensation paid to NCE for the Project shall not exceed **\$35,784**.

2) **INDEMNITIES**

(a) To the fullest extent permitted by law NCE 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 NCE, its officers, employees and agents.

(b) CWSD will indemnify and hold NCE harmless with respect to any claims or actions instituted by third parties which result from the use by NCE of material furnished by CWSD or where material created by NCE is substantially changed by CWSD. Information or data obtained by NCE 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 NCE, NCE shall assist in the preparation of the defense of such action or proceeding and cooperate with CWSD and CWSD's attorneys. CWSD will reimburse NCE of any out-of-pocket costs NCE may incur in connection with any such action or proceeding.

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

3) **INSURANCE**

Unless otherwise required in this Contract, NCE shall, during the performance of the services 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 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) NCE shall name CWSD as an additional insured and deliver a certificate to CWSD.

4) **TERM OF CONTRACT**

a) The term of this Contract will commence on the date of the last signature executed hereon



and unless earlier terminated as provided below, will continue in full force and effect until **June 30, 2028**, unless extended by written Contract of the parties.

- b) NCE will submit monthly invoices with a description of activities performed.
- c) In the event of termination of this Contract, the rights, duties, and responsibilities of NCE 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 NCE.

5) **PERFORMANCE**

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

6) **SUPPLEMENTS TO CONTRACT**

The following Exhibits are an integral part of this Contract:

- (a) Exhibit A - NCE Business Technical Plan

7) **INDEPENDENT CONTRACTOR**

NCE acknowledges that it is furnishing the services contemplated by this Contract 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) [Appendix II to Part 200, Title 2](#) (February 7, 2025) —
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 [41 U.S.C. 1908](#), 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 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 [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60–1.3](#) must include the equal opportunity clause provided under [41 CFR 60–1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964](#)–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “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 contractor 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 contractor 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 Contract. If the Federal award meets the definition of “funding Contract” under [37 CFR § 401.2 \(a\)](#) 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 Contract,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” 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 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the ONCE guidelines at 2 CFR 180 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 (31 U.S.C. 1352)—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 40 CFR part 247 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 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 Public Law 115–232, 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 [Public Law 115-232](#), 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 [Public Law 115-232](#), 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 Contract), or any other documents or drawings, prepared, or in the course of preparation, by NCE (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of CWSD and all such materials shall be delivered into CWSD's possession by NCE upon completion, termination, or cancellation of this Contract. NCE shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of NCE's obligations under this Contract without the prior written consent of CWSD. CWSD shall defend, indemnify, and hold harmless NCE for any reuse of work documents on other projects without written permission of NCE.

9) CONTRACT TERMINATION

- (a) Termination Without Cause. This Contract may be terminated upon written notice by mutual consent of both parties and unilaterally by either party without cause. The parties acknowledge and agree that in the event Federal funding to CWSD for this Contract is eliminated or suspended or otherwise delayed, then in said event, this Contract shall automatically be terminated.
- (b) Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
 - (1) If NCE fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract 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 NCE to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - (3) If NCE becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - (4) If CWSD materially breaches any material duty under this Contract and any such breach impairs NCE's ability to perform.
- (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 Contract 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 Contract. 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) NCE shall satisfactorily complete work in progress at the agreed rate (or on a pro rata basis if necessary) if so requested by the CWSD;
- (3) NCE shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the CWSD; and
- (4) NCE 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 Contract, NCE 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 NCE has informed CWSD.

11) **BREACH REMEDIES.**

Failure of either party to perform any obligation of this Contract shall be deemed a breach. 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, 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 NCE 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. NCE may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that **NCE** 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 damage caused by any release of the records.

13) **NOTICES**

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

Edwin James	Kevin Senn
Carson Watershed Subconservancy District	NCE
777 E William Street, Suite 209	1885 S. Arlington Avenue, Suite 111
Carson City, NV 89701	Reno, NV 89509

14) **FORCE MAJEURE**

Neither party shall be held responsible for any delay or failure in performance of any part of this Contract 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 Contract.

15) **HEADINGS**

Headings in this Contract are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Contract.

16) **ENTIRE CONTRACT**

This Contract constitutes the whole Contract 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 Contract shall be valid unless in writing and signed by the parties hereto.

17) **SEVERABILITY**

Each provision of this Contract 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 Contract shall be interpreted in accordance with the laws of the State of Nevada pertaining to contracts made and performed entirely therein and jurisdiction for any dispute between the parties shall be held in Nevada court of competent jurisdiction.

If the above accords with the parties' understanding and Contract, 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:
NCE

Signature *Date*
Edwin D. James
General Manager

Signature *Date*
Kevin Senn
Principal

April 8, 2025

Brenda Hunt
Carson River Watershed Program Manager
Carson Water Subconservancy District
777 E. William Street, Suite #209
Carson City, NV 89701

Exhibit A

RE: CRASP Application Three-Year Maintenance Agreement

Dear Ms. Hunt:

The Carson Watershed Subconservancy District (CWSD) is interested in retaining NCE to maintain the recently developed Carson River Adaptive Stewardship Plan (CRASP) GIS Web Application. Maintenance will be limited in scope and focused on keeping information within the application current for Partner project input and public viewing. The CWSD has requested a scope and fee to cover application maintenance through June 30, 2028. The list of anticipated maintenance related tasks is below, noting each request will be evaluated on a case-by-case basis to ensure feasibility within this scope of work. Some requests may not be possible given budget constraints.

- CWSD AGOL account management:
 - Quarterly credit consumption summaries, data backups, and content management (e.g., archive and remove obsolete layers).
 - During the first year (2025), establish a Partnered Collaboration between CWSD, NCE, and partners with AGOL accounts to reduce the dependency on CWSD ESRI licensing.
- Limited web component updates:
 - Base layer updates (geometry and/or attribute editing may exceed levels of effort that can be accommodated within this scope of work).
 - Update labeling, symbology, scale visibility, pop-ups (available as “out of the box” configuration, customizations requiring extensive coding excluded).
 - Update web application textual information (splash screen text, information in the details pane).
- Troubleshooting with ESRI:
 - This scope will accommodate a limited number of hours for ESRI technical assistance, should this be determined necessary to resolve issues.
- Improvements to the Survey123 Report:
 - Limited formatting and rearranging to the Survey123 word template used to generate CRASP project reports.
- Training
 - Should funds remain toward the end of the contract (early 2028), limited training can be provided to CWSD staff regarding aspects of the CRASP application workflow and/or data management.

Assumptions

- Each maintenance request will be evaluated on a case-by-case basis to ensure feasibility within this scope of work. Some requests may not be possible given budget constraints.

- Republishing the CRASP project dataset and/or any of the web components will not be necessary during the maintenance contract. Republishing is triggered when changes to the schema cannot be reconciled between an updated dataset and the feature layer hosted on ArcGIS Online. NCE will inform CWSD if a prompt is ever received to overwrite the hosted feature layer.
- Base layer updates will be provided by CWSD and will not involve extensive attribute or geometry editing.
- Web map updates will not involve customization.
- ESRI technical support may be necessary to resolve certain issues. If issues cannot be resolved in a timely fashion or require levels of effort not anticipated within this scope of work, NCE will discuss options with CWSD.
- Communication
 - NCE will address maintenance requests within two weeks of request or inform CWSD of delays due to research required or coordination with ESRI technical support.
 - As the contract nears completion, all requests from the CWSD pertaining to CRASP maintenance and scope items listed herein will be communicated at least two weeks prior to the expiration of the contract. Requests made less than two weeks prior to the expiration of the contract may not be guaranteed within the desired timeframe and could result in delays or additional costs.
- Costs associated with ESRI licensing and credits are not covered within this scope of work; however, estimates based on current information (as of this document’s date) are provided below. CWSD will pay the annual fees, but any updates from ESRI will be coordinated and applied to the CRASP web viewer by NCE.

Fee

To cover the maintenance tasks outlined in this scope of work, the fee estimate through fiscal year 2028 (ending June 30, 2028) is **\$35,784**. This amount includes \$2,585 allocated for the remainder of fiscal year 2024/2025 (ending June 30, 2025). The table on the right provides the estimated fee per fiscal year.

Fiscal Year (ending 6/30)	Budget
2024/2025	\$2,585
2025/2026	\$11,066
2026/2027	\$11,066
2027/2028	\$11,067
Total	\$35,784

Thank you for the opportunity to continue providing GIS support for the CRASP application. Please contact Jeremy with any questions.

Sincerely,

NCE



Jeremy Hall
Project Manager
jhall@ncenet.com
775-354-9860



Kevin Senn
Principal

AGENDA ITEM #11

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: April 16, 2025

SUBJECT: Agenda Item #11 – For Possible Action: Approval of \$3,300 from Outside Professional Services Account to Fund 3-Year Subscription for CRASP GIS Web Viewer

DISCUSSION: This request will fund the subscription for the CRASP GIS Web Viewer in the online Esri Environment for 3 years which includes housing the application and remote using of the program. Remaining funds in Outside Professional Services for FY 2024-25 are available for this cost.

STAFF RECOMMENDATION: Approve \$3,300 from Outside Professional Services Account to Fund 3-Year Subscription for CRASP GIS Web Viewer as presented.

AGENDA ITEM #12

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: April 16, 2025

SUBJECT: Agenda Item #12 –For Possible Action: Approval of Michael Baker Agreement #2025-7 for Flood Hazard Web Viewer in an amount not to exceed \$144,105

DISCUSSION: Attached Agreement #2025-8 – Michael Baker for the Flood Hazard Viewer. Funding for this project was approved in the tentative FY 2025-26 budget to be paid from the Flood Management Account.

STAFF RECOMMENDATION: Approve Michael Baker Agreement #2025-7 for Flood Hazard Web Viewer in an amount not to exceed \$144,105 as presented.



Contractor Agreement

DRAFT

Carson Water Subconservancy District (hereinafter "CWSD") and Michael Baker, Intl. (hereinafter "MB") hereby enter into a Contract whereby MB will transition and upgrade current Flood Hazard Web Viewer to ArcGIS Experience Builder within the CWSD Esri Environment, provide documentation, user guide and training, prepare, upload, and configuration of ten (10) flood studies, and provide hosting and maintenance for three years (hereinafter "Project") in accordance with and subject to the following terms and conditions:

1) **ASSIGNMENT**

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

The Project is further identified and described in Exhibit A. The compensation paid to MB for the Project shall not exceed **\$144,105**. This amount includes one additional training session if needed.

2) **INDEMNITIES**

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

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

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

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

3) **INSURANCE**

Unless otherwise required in this Contract, MB shall, during the performance of the services 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 General Aggregate over all interests.

b) Comprehensive Automobile Liability including coverage for owned, non-owned, and hired vehicles: \$1,000,000 Bodily Injury, \$1,000,000 Property Damage.

c) MB shall name CWSD as an additional insured and deliver a certificate to CWSD.



4) **TERM OF CONTRACT**

- a) The term of this Contract will commence on the date of the last signature executed hereon and unless earlier terminated as provided below, will continue in full force and effect until **June 30, 2028**, unless extended by written Contract of the parties.
- b) MB will submit monthly invoices with a description of activities performed.
- c) In the event of termination of this Contract, the rights, duties, and responsibilities of MB shall continue in full force during the period of notice.
- d) If circumstances arise that require a time extension to complete the project, the CWSD Board grants the General Manager authority to do so in a written notice to MB.

5) **PERFORMANCE**

Should MB fail to perform any of the services provided for in Exhibit A, CWSD shall notify MB of such non-performance and allow thirty (30) days for MB to remedy the performance. If the performance has not been satisfied within thirty days, CWSD may withhold payment only for the services not performed in accordance with this Contract.

6) **SUPPLEMENTS TO CONTRACT**

The following Exhibits are an integral part of this Contract:

- (a) Exhibit A - MB Business Technical Plan

7) **INDEPENDENT CONTRACTOR**

MB acknowledges that it is furnishing the services contemplated by this Contract 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) [Appendix II to Part 200, Title 2 \(February 7, 2025\)](#) —
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 [41 U.S.C. 1908](#), 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 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 [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60–1.3](#) must include the equal opportunity clause provided under [41 CFR 60–1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319](#),



[12935](#), [3 CFR Part, 1964](#)–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “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 contractor 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 contractor 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 Contract. If the Federal award meets the definition of “funding Contract” under [37 CFR § 401.2 \(a\)](#) 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 Contract,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations



and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” 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 [2 CFR 180.220](#)) 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 [2 CFR 180](#) 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 ([31 U.S.C. 1352](#))—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 [40 CFR part 247](#) 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 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 [Public Law 115-232](#), 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 [Public Law 115-232](#), 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 [Public Law 115-232](#), 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 Contract), or any other documents or drawings, prepared, or in the course of preparation, by MB (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of CWSD and all such materials shall be delivered into CWSD's possession by MB upon completion, termination, or cancellation of this Contract. MB shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of MB's obligations under this Contract without the prior written consent of CWSD. CWSD shall defend, indemnify, and hold harmless MB for any reuse of work documents on other projects without written permission of MB.

9) **CONTRACT TERMINATION**

- (a) Termination Without Cause. This Contract may be terminated upon written notice by mutual consent of both parties and unilaterally by either party without cause. The parties acknowledge and agree that in the event Federal funding to CWSD for this Contract is eliminated or suspended or otherwise delayed, then in said event, this Contract shall automatically be terminated.
- (b) Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
- (1) If MB fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - (2) If any State, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by MB to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - (3) If MB becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - (4) If CWSD materially breaches any material duty under this Contract and any such breach impairs MB's ability to perform.
- (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 Contract 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 Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

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

10) **RIGHTS UPON TERMINATION**

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

11) **BREACH REMEDIES.**

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

13) **NOTICES**

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

Edwin James
Carson Watershed Subconservancy District
777 E William Street, Suite 209
Carson City, NV 89701

Polly Boardman
Michael Baker International
5470 Kietzke Lane, Suite 300 PMB#205
Reno, NV 89511

14) **FORCE MAJEURE**

Neither party shall be held responsible for any delay or failure in performance of any part of this Contract 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 Contract.

15) **HEADINGS**

Headings in this Contract are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Contract.

16) **ENTIRE CONTRACT**

This Contract constitutes the whole Contract 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 Contract shall be valid unless in writing and signed by the parties hereto.

17) **SEVERABILITY**

Each provision of this Contract 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 Contract shall be interpreted in accordance with the laws of the State of Nevada pertaining to contracts made and performed entirely therein and jurisdiction for any dispute between the parties shall be held in Nevada court of competent jurisdiction.

If the above accords with the parties' understanding and Contract, kindly indicate consent hereto by signing in the place provided below.

Accepted and Agreed on behalf of:
Carson Water Subconservancy District

Accepted and Agreed on behalf of:
Michael Baker International

Signature *Date*
Edwin D. James
General Manager

Signature *Date*
Polly Boardman, PMP, MBA
Vice President, CTS PMO Director

April 7, 2025

Exhibit A

Mr. Edwin James
General Manager
Carson Water Subconservancy District
777 E. William Street, Ste. 209
Carson City, NV 89701
edjames@cwsd.org

Re: Flood Hazard Viewer Experience Builder Upgrade and Additional Studies

Dear Ed:

The Flood Hazard Viewer for the Carson River Watershed was deployed in 2021 by Michael Baker International, Inc. (Michael Baker) for Carson Water Subconservancy District (CWSD) with several completed Area Drainage Master Plans (ADMPs) and flood studies. The geographic information system (GIS) application displays relevant spatial vector and raster data by selecting a study from a customized widget and zooming into the study data.

The application has been hosted for three (3) years on Michael Baker's Enterprise system, and in that time, two evolutions have occurred: 1) Esri has discontinued support for the Web AppBuilder model to encourage transition to the newer ArcGIS Experience Builder for configured and customizable applications, and 2) more studies have been completed and provided to Michael Baker by the consultants who performed the studies within CWSD's jurisdiction.

This proposal is for Michael Baker to perform two tasks:

1. Transition and Upgrade the current Michael Baker-hosted Web AppBuilder Flood Hazard Viewer, a GIS-based application created for CWSD and its affiliated counties, to ArcGIS Experience Builder within the CWSD Esri environment.
2. Prepare, format, and upload data for six additional studies into the Flood Hazard Viewer.

Task 1: Set Up CWSD on Esri's Platform and Upgrade Web Application to ArcGIS Experience Builder

When the current Flood Hazard Viewer was designed and deployed for CWSD and its stakeholders in 2021, Michael Baker weighed the functionality between Esri's ArcGIS Web AppBuilder (WAB) and Esri's ArcGIS Experience Builder. WAB was more mature and allowed for many of the desired widgets and tasks to be done with out-of-the-box tools. Experience Builder required more customizations at that time and would have been more expensive. During the past three years, Esri has made advancements within Experience Builder to make it more user-friendly for accomplishing the same tasks that were previously only available in WAB.

In 2024, Esri announced that it would be retiring ArcGIS Web AppBuilder in July 2024 and would be phasing out technical support in 2025 and was encouraging all their clients to transition to ArcGIS Experience Builder. Not having Esri's technical support means that even a security update on a server can cause the old application to become unusable, and Esri would not provide troubleshooting. Esri is also wanting clients to host their own

applications rather than continued use of a Project Delivery Subscription, which is how the original application was rolled out.

Michael Baker recommends that CWSD upgrades the current Flood Hazard Viewer from WAB to ArcGIS Experience Builder as the most stable and long-term choice. In order to do that, CWSD needs to enter a license agreement with Esri to transition the application to be on CWSD's system.

Esri has provided CWSD with Quotation #Q-538701 for a 3-year subscription, which will be agreed upon separately between CWSD and Esri. The movement and upgrade of the Flood Hazard Viewer relies on the execution of this agreement to build the application on CWSD's Esri environment. *Note: CWSD AGOL Subscription with Esri will cost \$5,500 per year for a 3-year commitment in the Esri quote. This quote includes ten creators, 5,000 AGOL credits annually, 10 ArcGIS Pro standard online accounts. This is about \$20,000 worth of licensing at a good cost for a 3-year commitment, but CWSD may not need all of this unless the plan is to grow CWSD's GIS program.*

For the upgrade and transition of the Flood Hazard Viewer, Michael Baker's tasks would include the following:

Activity 1: Project Kick-Off, meetings, coordination

Activity 2: Data Preparation and Migration from WAB application: compile and validate data for upload to AGOL; upload data – tile or dynamic imagery layers; configure layers; review and updates

Activity 3: Web Map Creation

Activity 4: Base Experience Builder Configuration

Activity 5: Experience builder Customization #1: Select/Remove Study Functionality

Activity 6: Experience Builder Customization #2: identify Study Raster Values Functionality. *Note: this is a functionality that is not available in the ArcGIS Online out-of-the-box solution, but Michael Baker has determined a solution to allow the functionality of identifying rasters in AGOL by hosting rasters on S3 container, which is an inexpensive cloud hosting option. This would include using open-source technology to identify the rasters outside of the Esri stack but with cloud optimized raster storage.*

Activity 7: Experience Builder Customization #3: Extract Study Data Widget Functionality

Activity 8: Deployment to AWS Environment

Activity 9: Hosting: Amazon Web Services (AWS) hosting costs for the application. *This estimate is assuming Michael Baker will pass through the hosting costs to AWS for simplicity.*

Activity 10: Documentation and Virtual Training: Jira board documentation; user guide (story map or pdf, includes revisions); technical specifications document (includes revisions); initial virtual training to stakeholders.

Initial splash page will also be present in the upgraded application, with the updated language of "For more detailed planning level data, contact county staff" where there currently are hyperlinks to the points of contact for each county.

Activity 11: Maintenance for application and GIS environment: *Assume some hours for bug fixes and requested updates since Michael Baker can properly maintain an Esri-supported application. This includes configuration, troubleshooting, software updates, and standard maintenance. If CWSD decides they would like to maintain the application and GIS environment themselves or wants to pass off maintenance and management to county GIS groups, Michael Baker can transition this task and corresponding budget to CWSD.*

Activity 12: Continued Virtual Training (optional, since the documentation and user guide will have the initial videos/guide as provided for the current application). *Trainings will be charged as time and materials (with a not-to-exceed of \$1,300 for each training session) for the hours spent prepping for and presenting the virtual training session, along with any follow up action items as a result of the training.*

Flood Hazard Viewer Activities	Year 1	Year 2	Year 3
Activity 1: Project Kick-off, Meetings, and Coordination	\$ 10,230.00		
Activity 2: Data Preparation and Migration	\$ 6,072.00		
Activity 3: Web Map Creation	\$ 1,797.00		
Activity 4: Base Experience Builder Configuration	\$ 3,513.00		
Activity 5: ExB Customization #1: Select/Remove Study Functionality	\$ 7,612.00		
Activity 6: ExB Customization #2: Identify Study Raster Values Functionality	\$ 7,612.00		
Activity 7: ExB Customization #3: Extract Study Data Widget Functionality	\$ 7,612.00		
Activity 8: Deployment	\$ 4,232.00		
Activity 9: Hosting	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
Activity 10: Documentation, User Guide, Virtual Training	\$ 4,504.00		
Activity 11: Maintenance	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Two Additional Studies in each years 2 and 3 (4 total)		\$ 12,700.00	\$ 12,700.00
Total Annual Costs	\$ 64,584.00	\$ 24,100.00	\$ 24,100.00
Activity 12: Additional Training (optional; price per session)	\$		1,300.00

The cost estimate for Task 1 will be invoiced as time and materials (with the not-to-exceed amount listed as the Total Annual Costs above for years 1-3) for the work performed monthly. Total Annual Costs quoted do not include training sessions outside the initial training, user guide, and deployment of the application. Any training sessions requested after the deployment of the Experience Builder application are unit costs that can be individual work orders or can be subtracted from the annual maintenance hours, if not used up. Monthly invoices will include team member, date, hours spent, and details for what was performed for each entry.

Task 2 addresses the addition of existing additional studies that need to be added to the Flood Hazard Viewer. The cost estimate for Task 1 includes potential extra studies in years 2 and 3 that may arise as new studies are completed.

Task 2: Preparation, Upload, and Configuration of New Flood Studies into the Upgraded Flood Hazard Viewer

The original scope of work in the Flood Hazard Viewer Business Plan did not include the preparation and upload of additional studies after the time of deployment; Michael Baker has a small budget remaining from the 1-year maintenance task that can be applied towards the addition of new studies to the application; however, data preparation from the studies to upload into the GIS is fairly time consuming, and will require an additional level of effort.

The data is rendered in gradients and symbology determined during the design of the application. Some of the data we receive from the studies are quite robust and in quite different formats. We have a workbook recently prepared for consultants to prep the data for us prior to delivery, which will alleviate the data prep effort. For the studies we have so far, the data has not been prepped, so this cost estimate is based on Michael Baker doing the full effort.

Scope items include:

1. Data review by the Michael Baker Water SME
2. Format of vector and raster data from study data
3. Format documentation for download from the application (*ADMPs, TSDNs, and any other provided reports*)
4. Load vector and raster data into the web application to create layers
5. Symbolize each raster and vector value for all layers
6. Update the code for the web application to accommodate new studies
7. Quality Assurance and Deployment to CWSD’s stakeholders in the Web Application

Michael Baker currently has study data for the following five (5) study areas from the consultants who performed each study:

1. East Carson City ADMP (Michael Baker)
2. Southeast Carson City ADMP (Kimley-Horn)
3. Silver Springs ADMP (Kimley-Horn)
4. Stagecoach ADMP (JE Fuller)
5. Virginia City ADMP (Lumos)

We have provided the workbook for streamlining the data upload to Wood Rodgers on February 10, 2025, for an upcoming sixth study, South Silver Springs ADMP, that should be completed in the next month. Our hope is that the data for this study will come prepared for us to quickly process and upload the data, based on our estimate of \$1,870 for a prepped study per the “2025-1-6_CWSD WAS Upgrade Options” document compiled by CWSD and Michael Baker.

Our estimated level of effort for processing and uploading each study in hand that has not been formatted is 50 hours. Our estimate was \$6,350 per study that was provided to CWSD in the “2025-1-6_CWSD WAS Upgrade Options” document.

Michael Baker has \$3,599.00 remaining from the original Flood Hazard Viewer Design and Deployment project budget, for maintenance and hosting, which can be used towards this level of effort. The cost estimate is broken down below:

Flood Hazard Viewer New Study Updates			
Study Area	Estimate	Credit to CWSD	Cost Estimate
E. Carson City ADMP (MBI)	\$6,350	\$3,599.00	\$2,751.00
Southeast Carson City ADMP (KH)	\$6,350		\$6,350.00
Silver Springs ADMP (KH)	\$6,350		\$6,350.00
Stagecoach ADMP (JEF)	\$6,350		\$6,350.00
Virginia City ADMP (Lumos)	\$6,350		\$6,350.00
South Silver Springs ADMP (WR)*	\$1,870		\$1,870.00**
Total			\$30,021.00

**awaiting data from consultant*

This task will be invoiced as time and materials for the hours spent monthly by the project team to prepare and upload each study. Monthly invoices will include team member, date, hours spent, and details for what was performed for each entry. The total invoiced for Task 2 will not exceed the estimated \$30,021 amount shown above.

Assumptions for this estimate include:

1. All data required for vector and raster displays have been provided by the consultant for each study.
2. South Silver Springs ADMP is not yet in hand; this cost estimate is based on Wood Rodgers prepping the data. Michael Baker provided the Data Download Workbook to Wood Rodgers on 2/10/2025 for data delivery standards.
**If the data is not prepped upon hand-off, the study cost will be \$6,350 instead of \$1,870 as listed above.

Contact me at 775-771-8784 or at pboardman@mbakerintl.com if you have any questions. We look forward to working with Carson Water Subconservancy District and its stakeholders on these exciting tasks.

Sincerely,



Polly Boardman, PMP

Vice President, National Geospatial Practice Executive

AGENDA ITEM #13

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: April 16, 2025

SUBJECT: Agenda Item #13 –For Discussion Only: Discussion regarding CWSD Name Change

DISCUSSION: Chairman Schank would like to discuss the possibility of changing the Carson Water Subconservancy District name to something that better reflects who we are. The name change will need to be approved by the Nevada Legislature, so this process would not occur until 2027. What ever the name is, it will need to include the words “conservancy district.”

STAFF RECOMMENDATION: Provide direction to staff.

AGENDA ITEM #%

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: April 16, 2025

SUBJECT: Agenda Item #14 –For Possible Action: Nevada 2025 Legislation Update

DISCUSSION: Staff will give an update on legislation.

STAFF RECOMMENDATION: Provide direction to staff.

AGENDA ITEM #**15**

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: April 16, 2025

SUBJECT: Agenda Item #15 – For Possible Action: Approval of Agreement #2025-5 with Carson Valley Conservation District for Upper Carson River Flood Damage Repairs & Restoration, not to exceed \$165,000

DISCUSSION: On March 25, 2025, representatives from CWSD, NDEP, USACE, CVCD, and DVCD gathered to discuss ways to streamline the construction process for river projects. Over the past few years, conservation districts (CDs) have faced challenges in completing projects. The group addressed concerns about the extended time it takes to process necessary permits and secure matching funds for project construction.

Traditionally, CDs would begin project engineering once they received their fiscal year funding. Upon completion of the engineering, they would submit permit applications in August or September. The review and approval process typically took 30 to 45 days, after which the CDs would solicit contractors and begin construction around October or November. However, in recent years, the permitting process has taken four months or longer. As a result, CDs have not received permits until January or February, which is too late to begin construction due to high runoff. Additionally, there was some confusion about the level of engineering required before the CDs could submit permit applications. NDEP and USACE clarified that for the CDs to apply they need at least 60 percent engineering drawings.

To meet this timeline, CDs indicated they would need to start engineering in the spring. However, the challenge is that they do not receive their funding until July 1 each year. After further discussion, it was proposed that CWSD could potentially provide the requested funding to CDs for the 2025-26 fiscal year prior to July 1.

Attached is Agreement #2025-5 with Carson Valley Conservation District (CVCD). The funding for this agreement has already been approved in the Tentative Budget for FY 2025-26. The funds will be available once CWSD and CVCD sign the agreement. The total amount of the agreement will not exceed the approved amount in the Tentative Budget.

STAFF RECOMMENDATION: Approve Agreement #2025-5 with Carson Valley Conservation District for Upper Carson River Flood Damage Repairs & Restoration, not to exceed \$165,000 as presented.



State Contract Funding Agreement

DRAFT

Addressing funding from Carson Water Subconservancy District to the CARSON VALLEY CONSERVATION DISTRICT for Upper Carson River Flood Damage Repairs & Restoration

This Contract dated this 16th day of April 2025, is entered into by and between CARSON VALLEY CONSERVATION DISTRICT, a political subdivision of the State of Nevada (hereinafter "DISTRICT"), and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

WHEREAS DISTRICT 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 DISTRICT each possess common objectives and responsibilities regarding the Carson River; and

WHEREAS DISTRICT has requested **\$165,000** in funding during the fiscal year 2025-26 for Upper Carson River Flood Damage Repairs & Restoration (hereinafter "Project"), and

WHEREAS CWSD has agreed to set aside **\$165,000** for the fiscal year beginning **July 1, 2025**, and to grant DISTRICT said amount to assist with the Project.; and

WHEREAS CWSD has agreed due to time restraints and urgency of this Project to allow work to begin as soon as the Contract is executed; and

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:

- a. CWSD hereby grants DISTRICT **\$165,000** to assist with the Project which is further identified and described in Exhibit A.
- b. DISTRICT will submit invoices periodically. The invoices shall be accompanied by a description of what the funds were used for and shall refer to this Contract.
- c. CWSD commits to paying the approved amount of the request to DISTRICT within four (4) weeks of said request.
- d. DISTRICT will submit a Project Summary Report (see Exhibit B), including before and after project pictures, project goals, etc., before 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 **\$165,000**.
- f. This Contract shall terminate **June 30, 2026**, at which time DISTRICT 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 by written notice to the DISTRICT.



- h. Notwithstanding any other provision of this Contract, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this Contract immediately in writing. CWSD will reimburse DISTRICT 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 section 2a above, 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:

DISTRICT

Rich Wilkinson, District Manager
Carson Valley Conservation District
1702 County Rd., Ste. A
Minden, NV 89423
(775) 782-3661 ext. 3830

CWSD

Edwin James, General Manager
Carson Water Subconservancy District
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 Carson City. 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 with the 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, Contracts, books, and documents pertaining to this Contract, and at the request of the other party agree to present, at any reasonable time, such records, Contracts, books, and documents for inspection, examination, review, audit, and copying at any office where such records, Contracts, 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 a duty to disclose such information and documents unless 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 breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by this 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.
- l. Each provision of this Contract 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 Contract 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, the DISTRICT can submit expenses that have been incurred from **April 16, 2025**, forward.
- b. The parties hereto represent and warrant that the person executing this Contract on behalf of their respective 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.

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

DATED: _____

DATED: _____

**CARSON VALLEY
CONSERVATION DISTRICT**

**CARSON WATER
SUBCONSERVANCY DISTRICT**

Mike Hayes, CVCD Coordinator

Ernest Schank, Chairperson

ATTEST:

ATTEST:

Rich Wilkinson, Grant Manager

Catrina Schambra, Secretary to the Board



Exhibit A

Project Objectives:

Carson Valley Conservation District (CVCD) will complete flood damage repairs and bioengineering establishment at five different project locations. Proposed actions include bioengineering treatments, sediment removal, bank shaping, rock riprap barbs, and bank protection. Project objectives include:

- Utilize instream materials to reconstruct eroded banks and protect them with rock riprap and bioengineering techniques.
- Utilize sand and gravel deposits as fill materials and minimize channel migration.
- Construct rock riprap stream barbs to push thalweg to the center of the river channel and reduce hydraulic pressure directed towards the degraded riverbanks.
- Establish native vegetation to protect degraded riverbanks. Utilize bioengineering techniques such as planting willow poles, willow mats, willow fascines and container plants, and reseeded on all the proposed projects.

Projects Overview:

CVCD has prioritized flood damage repairs at five project sites on the Carson River. Two sites are located where previously completed projects sustained flood damage and require maintenance; these sites include Flying J Site #2 and Charney Site #4. The three sites are newly identified locations where CVCD has not previously performed bank stabilization activities. The first of these is Carnes Site #1, where a significant head cut has formed on the west side of the riverbank. Sustained flooding conditions in 2023 caused severe erosion resulting in the loss of 18 feet of riverbank. The second newly identified project location is Carnes Site #2, downstream of the first location. The third newly identified project location is Running River Ranch Site #2. These sites have similarly experienced vertical head cuts and severe erosion.

The five proposed project sites occur over approximately 1.75 miles of the Carson River. Bank stabilization activities would significantly stabilize this entire project reach and restore the function of previous restoration work in the area. The Nevada Division of Environmental Protection has determined that this reach is impaired and in need of water quality improvement projects.

Projects Methods:

CVCD will hire a construction Contractor to source fill materials, perform riverbank reconstruction, haul and place rock riprap, and install stream barbs. CVCD staff will harvest and install willow poles, willow mats, willow bundles, and willow fascines, install COIR fabric, and plant native seed. These methods will minimize soil erosion, trap sedimentation and thus improve water quality, improve wildlife habitat, and alleviate the devastating impacts of flooding for local landowners.

Projects Goals:

- Re-establish native and desirable riparian vegetation
- Stabilize eroding riverbanks
- Improve water quality
- Mitigate future sediment transport
- Improve wildlife habitat
- Increase channel capacity
- Assist Agricultural Producers with flood damage along the river



Projects Tasks:

- Initiate project stakeholder meetings
- Obtain Right of Entry Permits
- Renew or initiate permitting
- Establish landowner access with formal right-of-entry permits
- Hire a consultant for support with design and bidding documents
- Determine the need for repairs or modifications
- Solicit formal bids from Contractors
- Start construction and harvesting of bioengineering materials and plants
- Purchase or rent an irrigation system
- Seasonal operation of irrigation system
- Quarterly reporting and reimbursements
- Complete construction
- Submit final reports and reimbursements

Maintenance and Measures of Success:

CVCD is mandated to maintain existing projects installed on the bed and banks of the Carson River which is owned by the State of Nevada. To meet maintenance objectives and keep existing projects functioning as designed, flood damage repairs and restoration work will occur at multiple locations.

CVCD will monitor all five proposed projects for the required 20 years. Staff will return to sites annually to determine if projects are intact and functioning as designed. Over time it is expected that improvements in the germination and growth of willows, container plants, and seeding will occur. Monitoring will ensure the projects' success in sediment trapping, the deflection of hydraulic energy away from restored banks, and the natural recruitment of riparian vegetation. GPS established photo monitoring waypoints will allow CVCD to visually record the success or failure of projects over the required period of maintenance.



Exhibit B

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

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

Project Photos:
Before construction:

After construction:



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



Exhibit C

Liability Insurance

- a. **General Liability Insurance:** Prior to commencement and for the duration of activities that constitute the Project that is the subject of this Contract, the DISTRICT 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)].
 - v. 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.
 - vi. 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. DISTRICT 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 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.
- b. **Business Automobile Liability Insurance:**
- i. DISTRICT 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 non-owned 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. DISTRICT 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 DISTRICT pursuant this Contract.
- iv. 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.

c. **Professional Liability Insurance**

- i. DISTRICT 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.
- ii. Effective date: Prior to commencement of the performance of this Contract.
- iii. DISTRICT 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, DISTRICT shall purchase Extended Reporting Period coverage for claims arising out of DISTRICT 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 the termination date of this Contract.
- iv. 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 canceled without 30 days' notice to CWSD.

AGENDA ITEM #0*

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: April 16, 2025

SUBJECT: Agenda Item #16 – For Possible Action: Approval of Agreement #2025-6 with Dayton Valley Conservation District for Middle Carson River Hazard Removal Project, not to exceed \$157,000

DISCUSSION: On March 25, 2025, representatives from CWSD, NDEP, USACE, CVCD, and DVCD gathered to discuss ways to streamline the construction process for river projects. Over the past few years, conservation districts (CDs) have faced challenges in completing projects. The group addressed concerns about the extended time it takes to process necessary permits and secure matching funds for project construction.

Traditionally, CDs would begin project engineering once they received their fiscal year funding. Upon completion of the engineering, they would submit permit applications in August or September. The review and approval process typically took 30 to 45 days, after which the CDs would solicit contractors and begin construction around October or November. However, in recent years, the permitting process has taken four months or longer. As a result, CDs have not received permits until January or February, which is too late to begin construction due to high runoff. Additionally, there was some confusion about the level of engineering required before the CDs could submit permit applications. NDEP and USACE clarified that for the CDs to apply they need at least 60 percent engineering drawings.

To meet this timeline, CDs indicated they would need to start engineering in the spring. However, the challenge is that they do not receive their funding until July 1 each year. After further discussion, it was proposed that CWSD could potentially provide the requested funding to CDs for the 2025-26 fiscal year prior to July 1.

Attached is Agreement #2025-6 with Dayton Valley Conservation District (DVCD). The funding for this agreement has already been approved in the Tentative Budget for FY 2025-26. The funds will be available once CWSD and DVCD sign the agreement. The total amount of the agreement will not exceed the approved amount in the Tentative Budget.

STAFF RECOMMENDATION: Approve Agreement #2025-6 with Dayton Valley Conservation District for Middle Carson River Hazard Removal Project, not to exceed \$157,000 as presented.



DRAFT

State Contract Funding Agreement

Addressing funding from Carson Water Subconservancy District to the DAYTON VALLEY CONSERVATION DISTRICT for Middle Carson River Hazard Removal Project

This Contract dated this 16th day of April 2025, is entered into by and between DAYTON VALLEY CONSERVATION DISTRICT, a political subdivision of the State of Nevada (hereinafter "DISTRICT"), and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

WHEREAS DISTRICT 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 DISTRICT each possess common objectives and responsibilities regarding the Carson River; and

WHEREAS DISTRICT has requested **\$157,000** in funding during the fiscal year 2025-26 for Middle Carson River Hazard Removal Project (hereinafter "Project"), and

WHEREAS CWSD has agreed to set aside **\$157,000** for the fiscal year beginning **July 1, 2025**, and to grant DISTRICT said amount to assist with the Project.; and

WHEREAS CWSD has agreed due to time restraints and urgency of this Project to allow work to begin as soon as the Contract is executed; and

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:

- a. CWSD hereby grants DISTRICT **\$157,000** to assist with the Project which is further identified and described in Exhibit A.
- b. DISTRICT will submit invoices periodically. The invoices shall be accompanied by a description of what the funds were used for and shall refer to this Contract.
- c. CWSD commits to paying the approved amount of the request to DISTRICT within four (4) weeks of said request.
- d. DISTRICT will submit a Project Summary Report (see Exhibit B), including before and after project pictures, project goals, etc., before 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 **\$157,000**.
- f. This Contract shall terminate **June 30, 2026**, at which time DISTRICT 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 by written notice to the DISTRICT.
- h. Notwithstanding any other provision of this Contract, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this Contract immediately in writing. CWSD will reimburse DISTRICT 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 section 2a above, 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:

DISTRICT
Austin Lemons, District Manager
Dayton Valley Conservation District
34 Lakes Blvd.
Dayton, NV 89403
(775) 246-6220 ext. 1878

CWSD
Edwin James, General Manager
Carson Water Subconservancy District
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 Carson City. 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 with the 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, Contracts, books, and documents pertaining to this Contract, and at the request of the other party agree to present, at any reasonable time, such records, Contracts, books, and documents for inspection, examination, review, audit, and copying at any office where such records, Contracts, 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 a duty to disclose such information and documents unless 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 breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by this 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.
- l. Each provision of this Contract 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 Contract 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, the DISTRICT can submit expenses that have been incurred from **April 16, 2025**, forward.
- b. The parties hereto represent and warrant that the person executing this Contract on behalf of their respective 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.



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

DATED: _____

**DAYTON VALLEY
CONSERVATION DISTRICT**

Ty Minor, Chairperson

ATTEST:

Austin Lemons, District Manager

DATED: _____

**CARSON WATER
SUBCONSERVANCY DISTRICT**

Ernest Schank, Chairperson

ATTEST:

Catrina Schambra, Secretary to the Board



Exhibit A

Project description: The Middle Carson River has faced significant erosion in the past few years. As a result, a significant accumulation of woody debris as well as other waste materials have found their way into the stream channel. This debris disrupts the natural flow of the water, harms aquatic ecosystems, and creates hazardous conditions for local wildlife and communities. This project aims to remove debris from the river to restore proper function, enhance water quality, prevent further debris accumulation downstream, and improve the safety and aesthetic value of the surrounding areas.

DVCD holds a current grant from the Nevada Department of Environmental Protection (NDEP 22-019) for river monitoring; the data collection for this grant will be completed by August 2025. We will use this river monitoring data to prioritize stretches of the Middle Carson River that are most laden with debris and require critical attention. Currently, we have 2 areas selected: 1) An approx. 1-mile stretch spanning from Minor Ranch to Kinkel properties in the Dayton Valley 2) An approximately 2-mile stretch spanning from Weeks Bridge to Scout Camp by Fort Churchill State Historic Park. More projects will be added or reprioritized as the river monitoring is completed, for a total of 5 project areas. This project is easily scalable up or down depending on funding.

Project goals and benefits:

- Debris removal: safely and effectively remove large woody debris from the stream bed and water surface to increase aesthetic value and safety for recreation.
- Water quality improvements: reducing pollution and turbidity in the water surface therefore reducing the potential for superfund mercury to travel downstream.
- Restoration of the aquatic ecosystem: The removal of debris helps to prevent further erosion of the stream bank, helping to protect and restore habitat for the entire aquatic ecosystem.
- Prevention of future blockages: removal of the debris from the riverbed prevents any blockages of the river, bridges, or irrigation structures downstream. This helps prevent future flood events and mitigates flood damage by letting the river efficiently manage its own stream flows.
- Protection of cultural and historical resources: Fort Churchill and Buckland Station state historic parks are downstream of the project area. Removing debris from the river will help prevent future flooding events, therefore protecting the cultural and historical resources at these sites.

Scope of Work: Before construction can begin, the District will apply for the following permits: Nevada Division of Environmental Protection; Working in Waterways Permit, U.S. Army Corps of Engineers Nationwide Permit, and Nevada Division of State Lands Right of Entry Permit. While we are waiting on permits, the District will begin the process of selecting a Contractor and working with the Contractor to establish removal plans for each site. The District plans to hire a subcontractor to complete the majority of debris removal work because a Contractor's heavy equipment will be more efficient than the District renting its own to complete the work. We estimate that channel clearing at each site will take about a week to complete. This work will be done during low flow conditions, which will vary site-to-site. We presume these conditions will occur in late fall or early winter of 2025-2026. After removal, the District plans to either split and sell firewood locally or Contract with Lyon County to utilize their burn pit for disposal. Our goal is to transport woody debris away from the river to minimize the possibility of the debris washing back into the river channel.



Exhibit B

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

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

Project Photos:
Before construction:

After construction:



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



Exhibit C

Liability Insurance

- a. **General Liability Insurance:** Prior to commencement and for the duration of activities that constitute the Project that is the subject of this Contract, the DISTRICT 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)].
 - v. 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.
 - vi. 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. DISTRICT 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 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.
- b. **Business Automobile Liability Insurance:**
- i. DISTRICT 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 non-owned 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. DISTRICT 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 DISTRICT pursuant this Contract.
- iv. 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.

c. **Professional Liability Insurance**

- i. DISTRICT 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.
- ii. Effective date: Prior to commencement of the performance of this Contract.
- iii. DISTRICT 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, DISTRICT shall purchase Extended Reporting Period coverage for claims arising out of DISTRICT 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 the termination date of this Contract.
- iv. 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 canceled without 30 days' notice to CWSD.

AGENDA ITEM #01

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: April 16, 2025

SUBJECT: Agenda Item #17 –For Discussion Only: Update on Federal Grant Funding and Reimbursement

DISCUSSION: Below is a summary of the various grants that CWSD has with our state and federal partners.

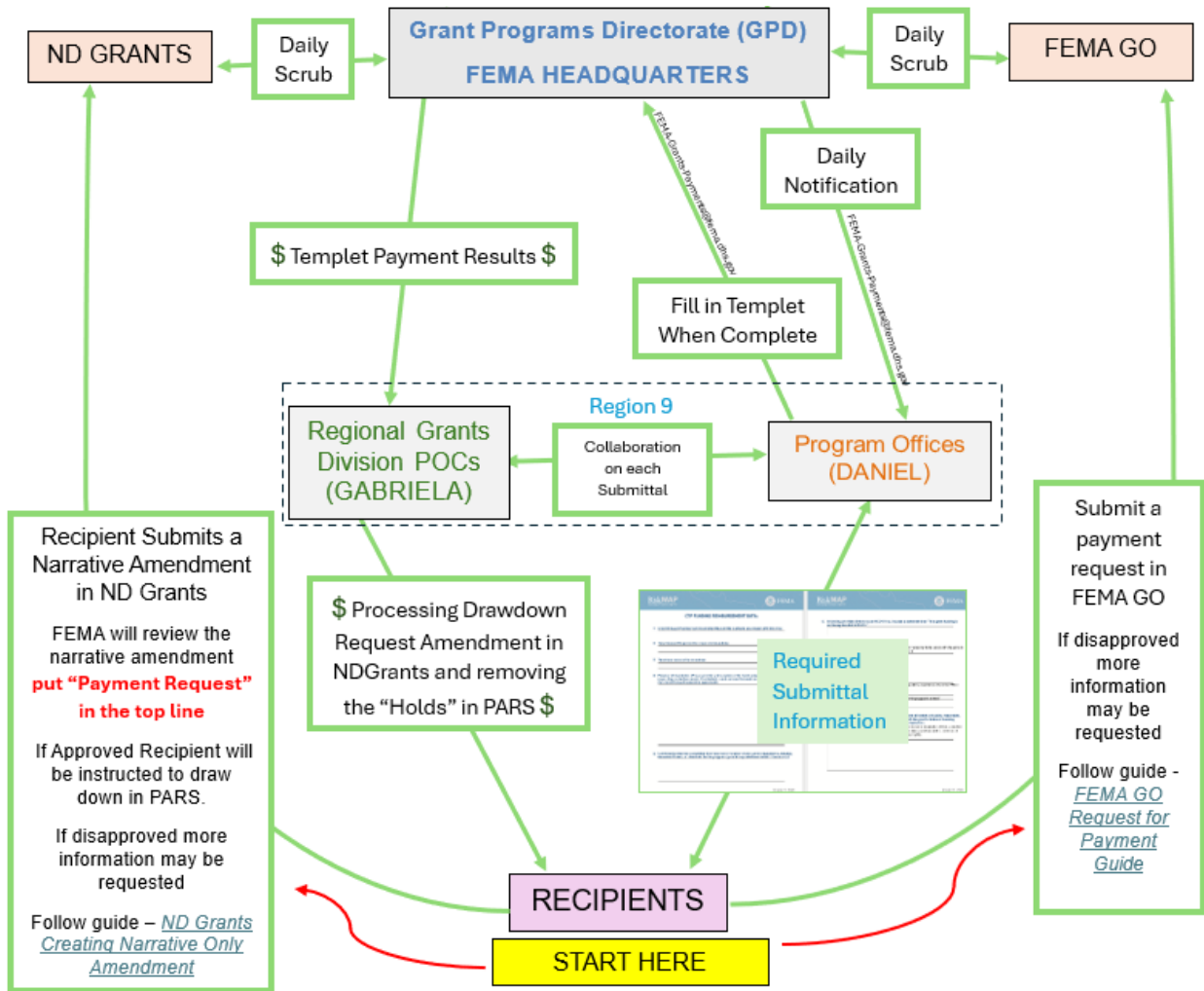
Grant Name	Total Grant Amount	Remaining Grant Funds	Outstanding Invoices
COMS 1	\$755,000	\$11,233.37	\$5,841.04
COMS 2	\$530,200	\$522,780.53	\$1,454.06
NDEM 30-Year Plan	\$298,012.41	\$72,150.60	\$42,537.43
NDEM North Dayton Study	\$128,727.18	\$125,084.74	\$3,642.44
State Parks Mexican Portage	\$63,259.77	\$13,034.49	\$0.00
Total	\$1,775,199	\$744,283.73	\$53,474.97

The list above only includes current grants that CWSD has submitted invoices for reimbursement. Currently, CWSD exposure (invoices submitted but have not received reimbursement) is \$53,474.97. This amount does not include expenditures for the period of January 1 to March 31, 2025, except for COMS 1 and COMS 2 which include the January invoices. Many of these grants plus new grant expenditures will increase significantly over the next few months. We have been told that none of our grants have been canceled, and we should receive reimbursement, but it could take several months to get reimbursed. The one grant that is behind is the NDEM 30-Year Plan. There are invoices that have been submitted in July 2024 that have still not been paid. Staff is in communication with all our funding agencies.

See attached flow chart provided by FEMA showing their reimbursable process.

STAFF RECOMMENDATION: Receive and file.

4/16/2025 CWSD Board Meeting
Agenda Item #17



AGENDA ITEM #%

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: April 16, 2025

SUBJECT: Agenda Item #18 –For Possible Action: Request for FEMA to be Improved and Continue to Provide CTP and BRIC Funding in Nevada

DISCUSSION: CWSD has received over \$6.9 million in CTP grants and currently has two BRIC grants totaling almost \$400,000. While the CTP program seems to be moving forward with funding, all BRIC grants have been suspended. CWSD is waiting to hear from Nevada Division of Emergency Management (NDEM) about the funding status of the 30-Year Regional Water Plan and the North Dayton Benefit Cost Analysis. The attached draft letter will be sent to our federal representatives to let them know how decisions on the federal level are affecting projects in our watershed.

STAFF RECOMMENDATION: Approve the letter requesting FEMA be improved, not removed and send it to our federal representatives Mark Amodei, Catherine Cortez Masto, and Jackie Rosen.



CARSON WATER SUBCONSERVANCY DISTRICT
777 E. William Street, #209, Carson City, NV 89701
775/887-7450, FAX 775/887-7457
cwsd.org

*A healthy watershed
that meets the water
needs of all users*

April 16, 2025

Senator Catherine Cortez Masto
520 Hart Senate Office Building
Washington, DC 20510

Senator Jacky Rosen
713 Hart Senate Office Building
Washington, DC 20510

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

Re: Improve, Don't Remove FEMA

Dear Senator Cortez Masto, Senator Rosen, and Congressman Amodei,

On April 4, 2025, FEMA issued an advisory announcing the termination of the Building Resilient Infrastructure and Communities (BRIC) program. This program has been instrumental for every state and territory in helping communities reduce flood risk. However, the proposed cuts to funding and staffing threaten FEMA's ability to effectively respond to disasters and undermine the collective effort to enhance the nation's resilience. With catastrophic disasters becoming more frequent and flooding now costing the U.S. over \$46 billion annually, the need for comprehensive support has never been greater.

The National Flood Insurance Program (NFIP) relies on key components—Floodplain Identification, Flood Insurance, Floodplain Regulations, and Flood Hazard Mitigation—each aligning with the broader emergency management cycle of preparedness, response, recovery, and mitigation. Any reforms to these programs should focus on reinforcing these foundational elements to ensure FEMA's ability to assist when state and local resources are overwhelmed. FEMA's initiatives have been crucial in supporting community and state efforts to respond to flooding disasters and build resilience for future events.

The Carson Water Subconservancy District (CWSD), a Special District of the State of Nevada responsible for Regional Watershed Planning, plays an important role in this effort. The Carson River Watershed spans Alpine County, CA, Carson City, Churchill County, Douglas County, Lyon County, and Storey County, and its board of directors includes elected officials from each county. CWSD collaborates with counties, state, and federal partners to implement Carson River Watershed plans, studies, and projects aimed at reducing flood risks. By working together, these rural, sparsely populated counties, which often lack the resources to tackle such challenges independently, receive crucial support in preparing for, responding to, and recovering from flood disasters.

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

Since 2021, CWSD has received two BRIC grants from FEMA, via the Nevada Division of Emergency Management. The first grant has been paired with local funding to help water purveyors in the Carson River Watershed identify future water needs and drought risks. The second focuses on addressing flash flooding damage in North Dayton Valley, spanning Storey and Lyon County. However, this vital BRIC funding now appears to be at risk.

CWSD staff also collaborates with Nevada's floodplain manager at the Division of Water Resources to educate residents about the reality of significant flood risk even though Nevada is the driest state in the nation. In addition, CWSD works closely with local and state emergency management teams to plan for and recover from disasters. The Division of Watershed Resources and the Division of Emergency Management also rely heavily on FEMA funding to support hazard reduction and floodplain management programs across the state. Without continued federal support, these state programs would be severely affected, creating a domino effect that would impact local governments and their residents the most.

CWSD believes that a more efficient approach to disaster response and recovery is achievable, and that capable states and communities can play a larger role. However, there will always be a need for FEMA resources when state and local capacities are stretched, particularly in the face of catastrophic disasters. It is crucial that any FEMA reforms be designed to maintain or even enhance public service for disaster survivors. Achieving this goal would be impossible if FEMA's budget is cut by the substantial amounts currently under consideration by the Administration.

We urge you to support FEMA. Thank you for your leadership in securing Nevada's water future.

Sincerely,

Ernest Schank
Chairperson, Board of Directors
Carson Water Subconservancy District

STAFF REPORTS

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors
FROM: Edwin James
DATE: April 16, 2025
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 of March 19, 2025:

- 3/20 Debbie & Ed attended the Arid Regions meeting of the Association of State Floodplain Managers (ASFPM)
- 3/20 Ed attended the Nevada Water Resources Association (NWRA) Water Rights & Surveying Committee meeting
- 3/20 Brenda & Kelly attended Wheelhouse Conservation Ranch meeting for stakeholders held at the Bentley Heritage Trailhead in Minden
- 3/24 Debbie & Lindsay attended National Association Wetland Managers (NAWM)/ASFPM Natural Hazard Mitigation 2025 Workgroup meeting
- 3/25 Ed attended a Permits & Budget meeting with staff from US Army Corps of Engineers (USACE), Dayton Valley Conservation District (DVCD), Carson Valley Conservation District (CVCD) and Nevada Division of Environmental Protection (NDEP)
- 3/25 Debbie attended Floodplain Managers Association (FMA) Conference Planning meeting
- 3/25 Ed & Catrina met with DVCD staff to discuss current agreements and grant match funds
- 3/26 Ed met with Tax Department Budget Analyst to discuss FY 2025-26 Budget
- 3/26 Lindsay participated in River Wranglers Trout in the Classroom outreach event at River Fork Ranch in Minden
- 3/26 Ed, Brenda, Debbie, Lindsay & Kelly hosted CRC Ag Producers Working Group meeting
- 3/26 Ed attended Humboldt River Stakeholder Working Group (HRSWG) meeting in Carson City
- 3/27 Ed, Debbie & Lindsay met with contractor to discuss the Web Access System (WAS)
- 3/27 Debbie attended ASFPM National Policy Briefing
- 3/27 Ed, Brenda, Debbie, Lindsay & Kelly hosted a meeting for all water purveyors, counties, stakeholders, etc. for an update on the 30-Year Regional Water Plan
- 3/28 Ed, Brenda & Kelly met with the contractor to discuss the Carson River Adaptive Stewardship Plan (CRASP) Web View Maintenance Agreement
- 3/28 Debbie attended ASFPM Co-Chair Committee meeting
- 3/31 Ed attended the Desert Resource Institute (DRI) Framework Guidance Workshop: Rural Nevada County Water Resource Plans
- 3/31 Ed, Brenda & Kelly met with DVCD staff to discuss weed project at Break-A-Heart Ranch

- 3/31 Ed, Brenda & Kelly met with NDEP staff to discuss Ag Best Management Practices (BMP) 319 grant scope of work
- 4/1 Ed attended Carson City Insurance Committee meeting
- 4/1 Ed & Lindsay met with county staff & contractor to discuss North Dayton Valley Storm Drain & Basin Scoping Project
- 4/2 Ed, Brenda & Kelly met with National Park Service (NPS) Rivers, Trails & Conservation Assistance Program (RTCA) staff to discuss CRASP Update
- 4/2 Ed testified in support of the Conserve Nevada funding at the NV Legislature Ways & Means Committee
- 4/3 Ed met with CVCD and NDEP staff at River Fork Ranch for tour of river projects
- 4/3 Lindsay attended Truckee Meadows Water Authority (TMWA) Water Supply Outlook meeting
- 4/4 Ed, Brenda & Kelly attended The Nature Conservancy (TNC) Workshop: Quantifying Environmental Water Requirements for Groundwater Dependent Ecosystems (GDEs) for Resilient Water Management
- 4/4 Ed attended HRSWG meeting
- 4/7 Ed met with Stagecoach General Improvement District (GID) re: 30-Year Regional Water Plan
- 4/8 Ed attended Carson Truckee Water Conservation District (CTWCD) Board meeting in Reno
- 4/8 Brenda & Kelly attended CC Carson River Master Plan meeting
- 4/8 Debbie attended CC Hazard Mitigation Plan (HMP) meeting
- 4/9 Lindsay attended National Weather Service (NWS) for Weather Briefing
- 4/9 Ed, Brenda & Lindsay attended NWRA Irrigation & Ag Committee meeting
- 4/9 Brenda & Kelly attended NV Chapter of American Planners Association (APA) Urban Planning & Climate Mitigation Webinar
- 4/10 Ed & Lindsay helped to facilitate the FMA Luncheon at Ruvo Hall in Carson City at which Ed presented the Carson Valley Physical Map Revision with Tom Dallaire (Douglas County) and Mitch Blum (HDR)
- 4/11 Ed attended HRSWG meeting
- 4/15 Debbie & Lindsay attended Storey County HMP meeting
- 4/15 Ed attended NWRA Municipal & Industrial Water Users meeting
- 4/16 Lindsay attended NWRA 2026 Annual Conference Planning meeting

STAFF RECOMMENDATION: Receive and file.

NO CORRESPONDENCE