

City of Carson City
Agenda Report

Item # 4-3A

Date Submitted: November 2, 2006

Agenda Date Requested: November 16, 2006

Time Requested: Consent Agenda

To: Mayor and Supervisors

From: Public Works - Operations

Subject Title: Action to accept a grant from the Carson Water Subconservancy District (CWSD) in the amount of \$50,000.00 to assist Carson City with the development and implementation of an Aquifer Storage and Recovery (ASR) Program.

Staff Summary: Staff recommends the acceptance of this grant to develop a sustainable, reliable, cost-effective ASR water resource management program in which water is introduced into permeable geologic formations using wells and then recovered for potable uses.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Status Report)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to accept a grant from the Carson Water Subconservancy District (CWSD) in the amount of \$50,000.00 to assist Carson City with the development and implementation of an Aquifer Storage and Recovery (ASR) Program.

Discussion: The purpose of this program is to develop a sustainable, reliable, cost-effective ASR water resource management program in which water is introduced into permeable geologic formations using wells and then recovered for potable uses. This will be accomplished in three phases. **Phase 1** includes: Feasibility Studies to define and evaluate the hydraulic, engineering, and economical feasibility of ASR in Carson City. Pilot Testing and Permitting to develop the testing plans and protocols. Monitoring and Reporting to form the basis to move the ASR program from planning and construction to operations and maintenance. **Phase 2** includes: Pilot Testing Program that evaluates the response of the aquifer to injection and recovery, which must demonstrate adequate recovery efficiency and water quality. **Phase 3** includes: Full-Scale Implementation that considers the scaling-up of ASR's hydraulic and water quality responses that can change with the scale of injection and recovery. The ASR Program benefits include:

- Increased utilization of Quill Treatment Plant capacity,
- Increase groundwater levels,
- Improve groundwater quality (arsenic level reduction),
- Treat and inject excess surface water from Marlette/Hobart and Ash and King's Canyon for future use,
- Reduce the amount of surface water, debris and sediment flows through Carson City to the Carson River,
- Provides an alternative means of capturing water during seasons of high availability for use during dry seasons, and
- Increasing water storage and maximizing the beneficial and efficient use of water supplies during water resource planning or drought planning processes.

Fiscal Impact: Increase in revenues

Funding Source: CWSD

Explanation of Impact: Program start-up funding was approved with the FY 06/07 budget.

Alternatives: Do not approve; provide additional direction to staff.

Prepared By: Ken Arnold, Senior Public Works Operations Chief

Reviewed By: _____ Tom Hoffert Date: _____

Concurrences: [Signature] Date: 11/7/06

[Signature] Date: 11/7/06

[Signature] Date: 11/7/06

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____

(Vote Recorded By)

CONTRACT #2006-5

INTERLOCAL CONTRACT

Addressing Funding From Subconservancy District
To Carson City for Development of the
Carson City Aquifer Storage and Recovery Program

THIS CONTRACT dated this ____ day of _____, 2006, is entered into by and between CARSON CITY, a political subdivision of the State of Nevada and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

WHEREAS, CARSON CITY is a governmental subdivision of the State of Nevada and therefore a public agency under NRS 277.100; 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 accordingly 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, CARSON CITY is proposing to develop the Carson City Aquifer Storage and Recovery (ASR) Program; and described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, CWSD has agreed to set aside \$50,000.00 for fiscal year 2006-07 beginning July 1, 2006, and to grant CARSON CITY said amount in order to assist with the projects set forth in Exhibit "A".

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

1. CWSD hereby grants to CARSON CITY up to \$50,000.00 for fiscal year 2006-07 beginning July 1, 2006, and to grant CARSON CITY said amount in order to assist with the projects set forth in Exhibit "A"
2. CARSON CITY will submit requests for funding periodically over the fiscal year. The request for funding shall be accompanied by a description of what the funds were used for and shall reference this Contract.
3. CWSD commits to pay the approved amount of the request to CARSON CITY within four (4) weeks of said request.
4. CWSD shall have no responsibility for costs exceeding \$50,000.00.
5. This Contract shall terminate June 30, 2007, at which time CARSON CITY shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
6. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
7. a. Consistent with paragraph 6 of this Contract, each party shall indemnify, hold harmless and defend, not excluding the others right to participate, the other party from and against all liability, claims, actions,

damages, losses, and expenses, including, but not limited to, reasonable attorneys fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents.

Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

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

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

CARSON CITY
Attn.: Linda Ritter
City Manager
201 N. Carson St., Ste. #2
Carson City, NV 89701
(775) 887-2101

CWSD
Attn.: Edwin James
General Manager
777 E. William St., #110
Carson City, NV 89706
(775) 887-7456

9. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.

10. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada. If any part of this Contract is declared to be unlawful, any remaining obligations shall be deemed terminated.

11. This Contract may only be amended by consent of both parties. Any amendments must be written and executed with the same formality as this Contract.
12. 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.
13. Notwithstanding this Contract is initially executed by the CARSON CITY Manager and General Manager of CWSD, this Contract becomes effective when ratified by appropriate official action of the governing body of each party, and shall be deemed dated as of the later date of said official action.
14. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to engage in cooperative action set forth herein.
15. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject

////

////

////

////

document at different dates, times and places.

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

DATED: _____

CARSON CITY

Marv Teixeira, Mayor

ATTEST:

Kathryn McLaughlin
Recording Secretary

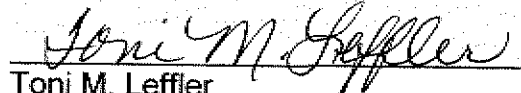
DATED: 10/18/06

CARSON WATER
SUBCONSERVANCY DISTRICT



Robert A. Milz, Chairman

ATTEST:



Toni M. Leffler
Secretary to the Board

**CARSON WATER SUBCONSERVANCY DISTRICT
REQUEST FOR FUNDING**

APPLICANT: Carson City Public Works Department

Name

3505 Butti Way

Address

Carson City

City

Carson

County

NV

State

89701

Zip Code

APPLICANT'S AGENT:

Andrew Burnham, Director

Name

3505 Butti Way

Address

Carson City

City

Carson

County

NV

State

89701

Zip Code

PROJECT NAME: Carson City Aquifer Storage and Recovery (ASR) Program Development

PROJECT LOCATION: Carson City's west-side production well field aquifer and two of the highest arsenic impacted wells.

PROJECT DESCRIPTION: Briefly describe the project. Provide maps, drawings, photographs or other information. Additional sheets may be attached.

To develop a sustainable, reliable, cost-effective ASR water resource management program in which water is introduced into permeable geological formations using wells and then recovered for potable uses. We're looking at a multi phased approach – **Phase 1 Feasibility Studies** that define and evaluate the hydrogeologic, engineering, and economical feasibility of ASR in Carson City. **Pilot Test Planning and Permitting** that develops the testing plans and protocols. **Monitoring and Reporting** to form the basis to move the ASR program from planning and construction to operations and maintenance. **Phase 2 Pilot Testing Program** that evaluates the response of the aquifer to injection and recovery, which must demonstrate adequate recovery efficiency and water quality. **Phase 3 Full-Scale Implementation** that considers the scaling-up ASR's hydraulic and water quality responses that can change with the scale of injection and recovery.

PROJECT BENEFITS: Briefly describe the benefits to be realized if the project is implemented. Additional sheets may be attached.

Benefits would be:

1. Utilize more fully the additional capacity of the Quill Water Treatment Facility.
 2. Increase groundwater levels.
 3. Improve groundwater quality (reduce arsenic concentration levels).
 4. Treat and inject excess surface water from Marlette/Hobart Water System for use in the future.
 5. Treat and inject excess surface water from Ash and Kings Canyon for use in the future.
 6. Reduce the amount of surface water, debris and sediment flows through Carson to the Carson River.
 7. Provides an alternative means of capturing water during seasons of high availability for use during dry seasons.
 8. Increasing water storage and maximizing the beneficial and efficient use of water supplies during water resource planning or drought planning processes.
-

TOTAL ESTIMATED PROJECT COST: Phase 1 – \$200,000
AMOUNT REQUESTED FROM CWSD: \$50,000

SOURCE OF OTHER FUNDS: List all other sources of funds to be used to match funds requested from CWSD. List the provider of the matching funds and the amount requested from each provider.

Carson City Water Utility enterprise funds.

ESTIMATED DATE PROJECT TO BEGIN: Project began June 2005, by installing 3 new production wells on the west side with ASR capabilities. We are now engaged in selecting a consulting firm to perform the required work to develop, obtain permits and implement the ASR program.

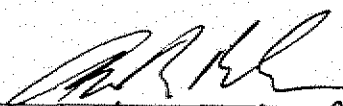
ESTIMATED TIME TO COMPLETE PROJECT: Phase 1 anticipated to take about 12 months. The additional time to complete the remaining two phases would be detailed in the Phase 1 report.

REQUIRED APPROVALS: List all permits, licenses and approvals, if any, that are required to complete the project. Provide the current status of each approval required. If approval has not been requested or is in progress, provide the estimated date on which approval can be expected. Additional sheets may be attached.

Division of Water Resource (State Engineers Office)
Bureau of Safe Drinking Water

OTHER INFORMATION: Provide any other information that may be important to the approval of this application.

Completing Phase 1 will set the basis for future funding requests to fully implement an ASR program in Carson City.

SIGNED: 
NAME: Public Works Director
TITLE: Andrew Bryn-Hansen
DATE: 2/9/06

THE CARSON WATER SUBCONSERVANCY DISTRICT RESERVES THE RIGHT TO DENY ANY AND/OR ALL APPLICATIONS FOR FUNDING.