

NOTICE OF REGULAR MEETING TUESDAY, MARCH 2, 2021, 6:00 P.M., BOARD ROOM, MGSD TREATMENT PLANT, 1790 HWY. 395, MINDEN, NV

NOTE on COVID-19 RESTRICTIONS: The meeting will take place in MGSD's Board Room.

- All attendees must observe social distancing requirements by maintaining a minimum distance of 6 feet from other attendees MGSD Staff will ensure that seats are placed in accordance with these guidelines. The number of persons in the Board room will be limited to the number of attendees that may be accommodated while observing social distancing requirements.
- Masks are also required under Governor Sisolak's Mandate for a Statewide Pause effective November 24, 2020 and Emergency Directive No. 24 (extended under Emergency Directive No. 29) and will be made available to those who do not have one, with exceptions made pursuant to Emergency Directive No. 24.

AGENDA

1. CALL TO ORDER

- 2. <u>Public Comment</u> -- Discussion Only, Not For Possible Action
 - Public Comment is limited to three minutes per speaker, unless the Board Chairman allows additional time.
 - Per NRS 241.020, no action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken.
- 3. Chairman's Comment Discussion Only, Not For Possible Action
 - Discussion includes comments and status of projects not covered under an agenda item NOTE: No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken.
- 4. Claims Review and Approval For Possible Action

Review and Approval of Bills Paid and Claims Received for February 2021

5. Minutes Approval – For Possible Action

Approval of Minutes from the February 2, 2020 Regular Board Meeting

6. James J. Butch Peri, Owner and Chuck Hathoot, Applicant- For Possible Action

Acceptance of Application for Annexation of 29 acres located on Muller Parkway and Pinenut Road in Gardnerville (APN 1220-11-011-077), scheduling of Public Hearing for Annexation, and direction to staff to publish the Notice of Public Hearing for Annexation pursuant to NRS 318.258

7. Gardnerville Ranchos General Improvement District – For Possible Action

Request to purchase 20 EDU's of capacity under the terms of the 1990 Supplement to the 1974 Agreement between MGSD and GRGID

8. MGSD Tentative Budget Meeting – For Possible Action

Scheduling of MGSD Tentative Budget Meeting for a date between April 1, 2021 and April 14, 2021

9. MGSD Plant Improvement Projects 2020 - Not For Possible Action

Presentation by District Manager and Operations Supervisor of 2020 MGSD Plant Improvement Projects

10. Attorney-Client Conference – For Possible Action

Status Report of Ongoing Matters and Requests from MGSD Staff and Board of Trustees Note: The Board of Trustees reserves the right to interrupt the open meeting during this time and adjourn to a closed session for the purpose of having an attorney-client discussion regarding potential or existing litigation, pursuant to NRS 241.015(3)(b)(2). No action will be taken on an item discussed during a closed session.

11. Engineer's Report – For Possible Action

• Action Items may include matters needing immediate attention or resolution related to line rehabilitation, line cleaning, and progress of various projects.

12. <u>District Manager's Report</u> – For Possible Action

- Discussion includes monthly report of activities, personnel matters, and progress of various projects.
- Action Items may include matters needing immediate attention or resolution related to plant repairs, sewer line repairs, and any other matter of impact to public health and safety.

13. Administrative Report by Staff – For Possible Action

Action Items may include correspondence requiring immediate action or response by the Board.

14. Board Comment – Discussion Only, Not For Possible Action

• Discussion may include comments and status of projects not covered under a prior agenda item (No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken.)

15. Public Comment -- Discussion Only, Not For Possible Action

- Public Comment is limited to three minutes per speaker, unless the Board Chairman allows additional time.
- Per NRS 241.020, no action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken.)

16. ADJOURNMENT

- The MGSD Board reserves the right to hear any agenda item out of order, to combine two or more agenda items for consideration, and remove an item from the agenda or delay a discussion relating to any item on the agenda.
- Copies of supporting material are available online at www.mgsdistrict.org or can be requested from the Minden-Gardnerville Sanitation District Office located at 1790 Hwy. 395, Minden, NV 89423, by calling April Burchett at (775) 782-3546, or by email at mgsdstaff@gmail.com or at aburchett@mgsdistrict.org
- Any agenda item represented by an attorney must give written notice to the Minden-Gardnerville Sanitation District at least fifteen days prior to the meeting.
- All persons attending the meeting are required to sign the guest register. All meetings are recorded pursuant to NRS 241.035.
- NOTICE TO PERSONS WITH DISABILITIES: Reasonable efforts will be made to assist and accommodate physically handicapped persons desiring to attend the meeting. Please call the MGSD office at (775) 782-3546 in advance of the meeting, so that arrangements may be conveniently made.
- This meeting notice is posted at the following locations: the Minden-Gardnerville Sanitation District; Douglas County Historic Courthouse Building; Gardnerville Post Office; Minden Post Office; and at https://notice.nv.gov





<u>Cl</u> ai	ms:			G/L Number
1	AAA Business Supplies & Interiors	\$801.53	Office Supplies	6430
	Ahern Rentals	\$61.27	Equipment Repair & Maintenance	506
3	AT&T Mobility	\$645.67	Employee cell phones	644
	Batteries Plus		Batteries for Emergency Lighting	5030
5	Bently Ranch		Biosolids Disposal	508
6	Charter Communications		Internet Service	644
7	Chevron and Texaco Card Services	\$166.35	Fuels	515
8	Codale Electric Supply	\$936.16	Bar Screen Motors	506
	Cutting Image LLC		Envelopes	643
	First Choice Coffee Services		Water Cooler Rental; Coffee Supply	504
11	Flyers Energy	\$154.50	Vehicle Fuels	515
	Frontier	\$105.42	Power Cogen Monitoring Line	644
13	Have Lights Will Travel		Building Lights Replacement	506
	HDR Engineering, Inc		Belt Filter Press Addition	16300-0
15	JM Squared	\$6,643.00	RAS Pump Parts	506
16	Keep It Clean	\$400.00	Cleaning Services	506
17	LEAF		Copier Lease includes copies	653
18	Nu-Systems		Alarm Maint & Repair	505
19	NV Energy		\$7669.32 2019: Plant = \$9638.03; PS3&4 = \$5476.80	50500 / 553
	Petty Cash	\$56.28	Douglas County Recorder Fees	652
21	Power and Control Solutions, Inc.	\$4,677.00	Belt Press Project	16300-0
	Resource Concepts, Inc.	\$2,562.50	Pass-Through = \$211.25	712
	Resource Concepts, Inc.		Effluent Mgmt	551
	Resource Concepts, Inc.		Sewer Rehab	164
	Resource Concepts, Inc.		Digester Lid Repair	16300-0
	SDP Energy	The second secon	Cogen Preventive Maint	506
	Sheets, Timothy		WW Quality Certificate Renewal Rein	507
	Sierra Environmental Monitoring		Lab Testing	524
	Snell & Wilmer		Pass Thru = \$0	711
	Southwest Gas Corp		2020: \$2725.37	505
	Thatcher Company	\$2,530.00		504
	The Parts House (NAPA)		Repairs & Maintenance, Supplies	50600, 504
	Town of Minden		water & trash	505
34	Utility Telecom Group, LLC	\$377.65	Office Phones	644
35	VISA Credit Card	\$1,166.32	Environmental Recources, Go to Meeting, CVCC, Administrative Expenses, Google G Suites, Office & Plant Supplies, Truck Repair	65100, 52400, 6510 65300, 50400, 6430 506
36	Warren Averett Technology Group	\$27,000.00	Accounting Software Consulting	713
	Watson Marlow, Inc.		Hypo Pumps	
	Western Nevada Supply		Repairs & Maintenance	506
	WildFire Connections LLC		Computer Server Maint	653



Note: Expenses shown with Green background are cogen-related expenses

Note: Expenses shown with Yellow background are capital expenses

Note: Expenses shown with Purple background are Digester Repair related expenses

Miscellaneous Expenses:

Electronic Fee \$ 1,232.76

Bank Analysis Fee Electronic Return

overpayment/ebox return

ARRA Loan Repayment

 Total Misc Expenses
 \$1,232.76

 Total Expenses
 \$141,428.64

Miscellaneous Credits:

Total Misc Credits \$ -



S	ALA	RIES and W	AGES	
Gross Wages		\$61,808.37		
Pre-Tax Deductions				
Voya 457	\$	1,728.00		
Tax Garnishment (Tax Sheltered)	Φ	1,728.00		
Health Insurance	¢.	22.00	i	
Total Pre-Tax Deductions	\$	23.08 1,751.08	. }	
Total Fie-Tax Deductions	Ф	1,/31.06		
Adjusted Gross Wages		\$60,057.29		
Standard Deductions				
FWH	\$	6,124.51		
FICA-Medicare	\$	896.24		
FICA-Social Security	\$	_		
HSA Contribution	\$	50.00	ř	
Health Insurance	\$	513.36		
Child Support	\$	_		
Total Standard Deductions	\$	7,584.11		
Net Wages		\$52,473.18		
,				
	PA	YROLL TAX	XES	
Employee Paid Taxes	\$	7,020.75		
FICA-Medicare (MGSD Portion)	\$	896.24		
FICA-SS (MGSD Portion)	\$	-	. 1	
Total Payroll Taxes	\$	7,916.99		
BENEFITS AND O	THE	R PAYROLI	L-RELATED EXPENSES	
Colonial Life	\$	38.44	Volunary Insurance; employee paid	20300
Hometown Health	\$	12,006.05	Medical Insurance	50200/20300
Govt Employee Mgt Relations Brd	\$	-		50200
Medicare Part B & D Reimbursements	\$	730.43	Retiree Benefit	80900
Medicare Supplement Plan Reimbursements	\$	420.52	Retiree Benefit	80900
Retiree Insurance Premium Reimbursements	\$	(220.97)	deducted from Medicare reimb totals	80900
Mellon Bank (HSA-Medical)	\$		HSA Contributions	50200 / 20300
MetLife (Dental & Life)	\$	1,308.53	Dental/Life Insurance	50200/20300
Public Agency Compensation Trust	\$	_	Workers' Comp	50200
Public Employees Retirement System	\$	17,516.22		50200
VSP (Vision)	\$		Vision Insurance	50200/20300
Voya Financial	\$		457 Plan; employee paid	20300
Total Benefits and Other Expenditures	\$	35,942.46		
Fotal Payroll-Related Expenses		\$96,332.63		
		47 0,002.00		



I have reviewed the above claims and recommend approval.

	Peter V. Baratti, District Manager
Approved:	
**	Barbara S. Smallwood, Chairman
	Robert L. Allgeier, Vice-Chairman
	Ted K. Thran, Secretary-Treasurer
	Michael B. King, Trustee
	C.
	Mary C. Schilling, Trustee

FY2020-2021 Capital Expenses Actual versus Budget YTD

Account Number	Account Title	YTD Actual	YTD Budget	Remaining Budget \$	Actual Spent %	Remaining Budget %
16200-010	Mosquito Abatement	\$ -	\$ 20,000.00	\$ 20,000.00	0.00%	100.00%
16300-020	Digester Repair	\$ 722,308.14	\$ 700,000.00	\$ (22,308.14)	103.19%	-3.19%
16300-030	Belt Press Addition	\$ 67,059.72	\$ 1,800,000.00	\$ 1,732,940.28	3.73%	96.27%
16400-010	Collection System Rehab	\$ 10,040.00	\$ 350,000.00	\$ 339,960.00	2.87%	97.13%
16500-010	Misc. Equipment	\$ 17,238.57	\$ 200,000.00	\$ 182,761.43	8.62%	91.38%
16600-030	Truck	\$ -	\$ 45,000.00	\$ 45,000.00	0.00%	100.00%
22500	ARRA Reimbursement	\$ 77,166.63	\$ 77,167.00	\$ 0.37	100.00%	0.00%
	TOTAL	\$ 893,813.06	\$ 3,192,167.00	\$ 2,298,353.94	28.00%	72.00%

Account Number		YTD Actual	YTD Budget			Remaining Budget \$	Budget Spent %	Remaining Budget %
PLANT E	XPENSES							
50300	Safety	\$ 7,008.08	\$	15,000.00	\$	7,991.92	46.72%	53.28%
50400	Plant Supplies	\$ 61,751.67	\$	70,000.00	\$	8,248.33	88.22%	11.78%
50500	Utilities	\$ 84,799.41	\$	130,000.00	\$	45,200.59	65.23%	34.77%
50600	Repairs/Maintenance	\$ 127,400.54	\$	270,000.00	\$	142,599.46	47.19%	52.81%
50700	Other Plant Expenses	\$ 3,624.30	\$	9,000.00	\$	5,375.70	40.27%	59.73%
			36					
50800	Sludge Removal	\$ 13,379.38	\$	20,000.00	\$	6,620.62	66.90%	33.10%
50900	Education	\$ 2,163.17	\$	5,000.00	\$	2,836.83	43.26%	56.74%
COLLEC	TION EXPENSES							
51300	Collection Supplies	\$ 3,035.99	\$	4,000.00	\$	964.01	75.90%	24.10%
51400	Cleaning/TV/Repair	\$ 4,837.01	\$	30,000.00	\$	25,162.99	16.12%	83.88%

Account Number	Account Title		YTD Actual	YTD Budget		Remaining Budget \$		Budget Spent %	Remaining Budget %
51500 F	Fuels	\$	4,422.49	\$	12,500.00	\$	8,077.51	35.38%	64.62%
	Other Collection Expense	\$	493.78	\$	1,000.00	\$	506.22	49.38%	50.62%
LAB EXPE	NSES								
52300 L	Lab Supplies	\$	10,294.55	\$	4,000.00	\$	(6,294.55)	257.36%	-157.36%
52400 1	Testing	\$	7,883.13	\$	10,500.00	\$	2,616.87	75.08%	24.92%
52500 F	Permitting	\$	<u> </u>	\$	1,800.00	\$	1,800.00	0.00%	100.00%
52600 F	Repairs/Maintenance	\$	2,179.59	\$	15,000.00	\$	12,820.41	14.53%	85.47%
52700	Other Lab Expense	\$	-	\$	500.00	\$	500.00	0.00%	100.00%
				w					
52800 F	Pretreatment Testing	\$	=	\$	5,000.00	\$	5,000.00	0.00%	100.00%
	IR / EFFLUENT EXPENSES	HORIS							
	Repairs/Maintenance	\$	31,058.53	\$	65,000.00	\$	33,941.47	47.78%	52.22%
00100			31,000.00		33,333.00				
55300 U	Utilities	\$	8,572.99	\$	30,000.00	\$	21,427.01	28.58%	71.42%

Account Number	Account Title		YTD Actual	YTD Budget			Remaining Budget \$	Budget Spent %	Remaining Budget %
GENERA	L & ADMINISTRATIVE EXPEN	SES							
64300	Office Supplies	\$	6,150.30	\$	10,500.00	\$	4,349.70	58.57%	41.43%
64350	Bank Charges	\$	10,049.03	\$	9,000.00	\$	(1,049.03)	111.66%	-11.66%
64400	Telephone	\$	9,997.16	\$	12,500.00	\$	2,502.84	79.98%	20.02%
64500	Postage	\$	7,135.40	\$	8,500.00	\$	1,364.60	83.95%	16.05%
64600	Advertising/Publication	\$	-	\$	2,000.00	\$	2,000.00	0.00%	100.00%
64700	Travel & Per Diem	\$	-	\$	6,000.00	\$	6,000.00	0.00%	100.00%
64800	Bad Debts	\$	276.73	\$	400.00	\$	123.27	69.18%	30.82%
64900	A/R Collection Expense	\$	-	\$	1,500.00	\$	1,500.00	0.00%	100.00%
65000	Insurance/Bonding	\$	62,634.78	\$	108,500.00	\$	45,865.22	57.73%	42.27%

Account Number			YTD Actual	YTD Budget			Remaining Budget \$	Budget Spent %	Remaining Budget %
65100	Other Admin Expense	\$	1,866.53	\$	5,000.00	\$	3,133.47	37.33%	62.67%
65200	Filing Fees/Permits	\$	5,301.60	\$	15,000.00	\$	9,698.40	35.34%	64.66%
65300	Office Equipment	\$	18,154.94	\$	25,000.00	\$	6,845.06	72.62%	27.38%
PROFESS	SIONAL FEES								
71100	Legal	\$	6,850.00	\$	50,000.00	\$	43,150.00	13.70%	86.30%
WELLEY.		10 14 15							
71200	Engineering	\$	35,346.30	\$	50,000.00	\$	14,653.70	70.69%	29.31%
71300	Accounting/Audit	\$	87,356.62	\$	20,000.00	\$	(67,356.62)	436.78%	-336.78%
71400	Lobbying Services	\$	-	\$	-				
	TOTAL	\$	624,024.00	\$	1,022,200.00	\$	398,176.00	61.05%	38.95%

FY2020-2021 Payroll Actual versus Budget YTD

Account Number	Account Title	YTD Actual	YTD Budget	Remaining Budget \$	Budget Spent %	Remaining Budget %
	Salaries	\$ 571,629.73	\$ 870,475.00	\$ 298,845.27	65.67%	34.33%
E	Senefits	\$ 173,538.04	\$ 287,682.00	\$ 114,143.96	60.32%	39.68%
<u> </u>	Medical	\$ 129,299.03	\$ 192,600.00	\$ 63,300.97	67.13%	32.87%
-	TOTAL	\$ 874,466.80	\$ 1,350,757.00	\$ 476,290.20	64.74%	35.26%



CASH FLOW STATEMENT FY2020-2021

				-					FY2020-2021		_					-					
	Jui		Aug		Sep	Oct		Nov	Dec	Jan		Feb	ľ	Mar		Apr	Į.	May		lun	Total
General Account															gorner -				7.00		
Balance 1st day of Month	\$ 3,691,884.5	2 \$	3,943,344.92	\$	3,856,491.17	3,803,940.53	\$	3,836,433.23 \$	3,800,150.44	\$ 3,635,356.02	\$	3,610,779.95									
Cash Receipts																					
User Fees	\$ 402,933.:	9 \$	46,519.88	\$	4,577.78	395,945.50	\$	47,726.84 \$	147,612.85	\$ 224,077.34	\$	88,874.46			1					\$	1,358,267.84
Connection Fees	\$ 4,820.0	00 \$	6,929.00	\$	3,850.00	1,100.00	\$	- \$	-	\$ 2,705.00	\$	13,750.00					T			\$	33,154.00
Capacity Fees	\$ 92,720.0	0 \$	22,800.00	\$	50,525.00	15,200.00	\$	- \$	- 1	\$ 33,729.00	\$	216,600.00								\$	431,574.00
Acreage Fees	\$ 5,133.0	0 \$	•	\$	- 5	2,794.20	\$	- \$	-	\$ -	\$	1,762.80								\$	9,690.00
Annexation Fees	\$ -	\$	•	\$	- 19	-	\$	- \$	- 1	\$ -	\$	1,000.00			T			harte for man, man p _i at A lines	1	\$	1,000.00
Consolidated Tax (SCCRT)	\$ 11,221.6	2 \$	11,221.62	\$	11,221.62	11,221.62	\$	11,221.62 \$	11,221.62	\$ 11,221.62	\$	11,221.62	***************************************				T			\$	89,772.96
Ad Valorem	\$ 596.0	8 \$	27,055.53	\$	135,939.20	52,462.60	\$	40,063.54 \$	5,967.56	\$ 68,047.54	\$	46,204.78								\$	376,336.83
Pass-Through Reimbursement	\$ -	\$	-	\$	-	4,707.00	\$	7,868.90 \$	11,668.35	\$ -	\$	-								\$	24,244 25
GRGID	\$ 74,133.0	0 \$	-	\$	28,941.02	74,133.00	\$	- \$	74,133.00	\$ 31,723.00	\$	4	The other has been again		-	Acres in the contract of the C				\$	283,063.02
Health Ins Reimbursement	\$ 83.4	7 \$	83.47	\$	83.47	83.47	\$	83.47 \$	83.47	\$ 83.47	\$	362.37				Productive States				\$	946.66
Other	\$ 1,475.0	9 \$	1,584.76	\$	1,350.09	8,180.21	\$	2,969.24 \$	220.50	\$ 2,850.18	\$	1,350.09			1			AND DESCRIPTION OF THE PARTY OF		\$	19,980.16
Total Cash Receipts	\$ 593,115.4	5 \$	116,194.26	\$	236,488.18	565,827.60	\$	109,933.61 \$	250,907.35	\$ 374,437.15	\$	381,126.12	\$	-	\$	-	\$	-	\$	- \$	2,628,029.72
Cash Paid Out		17- 1								70. 8. 10.											
Capital Expenses	\$ 140.847.2	7 5	18,232.79	5	127,026.86	267,279.27	Ś	10.308.75 \$	171,690.00	\$ 171.971.89	\$	49,182.10			1				1	Ś	956,538.93
Plant Expenses	\$ 52,233.8		25,907.70		44,976.13	CANADA CONTRACTOR CONT		24,098.48 \$				45,968.29		e form a decisio and control distribution						\$	310,864.90
Collections Expenses	\$ 3,156.4	armenten m	6,160.23		1,421.58	THE STREET STREET, STR	-	549.00 \$	PARTY I THE PARTY AND THE PART	more description of the same and the description of the same	make was	237.66			1			**** 11.00 **** 1		\$	13,164.13
Lab Expenses	\$ 120.0		826.81		1,060.00	more are named as an anamous six single for the		340.00 \$		\$ 13,133.91		726.32		A =	1		-			\$	20,357.27
Reservoir/Effluent Expenses	\$ 161.6	-	29,239.94		60.52			500.27 \$				8,685.57	E to -000 collection amount		1		-			Ś	39,631.52
General & Administration Exp	\$ 3,855.0		9,215.89		11,512.29	AND REPORT AND PARTY AND PARTY AND PARTY.	-	3,679.90 \$		the second section of the second section is a second section of the second section in the second section is a second section of the second section in the second section is a second section of the second section in the second section is a second section of the second section in the second section is a second section of the second section in the second section is a second section of the second section is a second section of the second section in the second section is a second section of the second section in the second section is a second section of the second section in the second section is a second section of the second section of the second section is a second section of the section of the second section of the second section of the section	and and area	6,316.20			1	100 pt 1 100	1			Ś	61,434.16
Professional Fees	\$ 13,391.6	-	13,464.65	- promotes	3,356.30	If all other has a windle oft subgraphing digitized in ours up to	-	6,740.00 \$	ALSO ALSO THE PROPERTY OF THE PROPERTY OF THE PARTY OF	man to their in operations agreement to be a few money and stranger of	market in a	30,312.50				desirance a production that		(pt is with the second of the time of the		Š	139,359.37
Total Expenses	\$ 213,765.8		103,048.01	-	189,413.68		-	46,216.40 \$				141,428.64	\$	-	\$		\$	-	\$	- \$	1,541,350.28
V-id-d Charles / Datum ad Harra	\$ 168.8	0				572.20											-			Ś	741.04
Voided Checks / Returned Items	\$ 168.8	SU .				5/2.20					-									- 5	741.00
Prepaid Claims for FY 21-22	\$ 27,889.3	0		Ś	374.86					-				-						- >	-
Accrued Expenses	\$ 27,889	9		Þ	3/4.86		-											-			
Transfers from Other Accounts Transfers To Other Accounts	\$ 100,000.0	0 \$	100,000.00	\$	100,000.00	200,000.00	\$	100,000.00 \$	150,000.00	\$ 150,000.00	\$. \$	900,000.00
Total Balance last day of month	\$ 3,943,344.9	2 \$	3,856,491.17	\$	3,803,940.53	3,836,433.23	\$	3,800,150.44 \$	3,635,356.02	\$ 3,610,779.95	\$	3,850,477.43	\$	-	\$	-	\$	-	\$	1	



CASH FLOW STATEMENT

		11	_		_	C	_	0.7		NI	_	FY2020-2021	_	T	_	F.1											
		Jul		Aug	_	Sep	_	Oct		Nov	_	Dec		Jan	L	Feb		Mar		Apr		May		Jun			Total
Payroll Account															,	-						1. Salitativalus para para salv					
Balance 1st of Month	\$			56,160.90		72,096.71		52,020.43	-	107,187.46	\$	103,956.56	\$	150,871.20		179,432.67											
Transfer from Checking	\$	100,000.00		100,000.00		100,000.00		200,000.00		100,000.00	\$	150,000.00	\$	150,000.00	\$	-						PERSONAL PROPERTY.				\$	900,000.0
Interest	\$	13.65	\$	14.43	\$	13.59	\$	15.02	\$	13.32	\$	15.07	\$	16.08												\$	101.1
Voided Checks	-				1_			1 11-10-1 1-10-10-1 (I) the steel state of														(a a 4 a sesses a					
Payroll Expenses	\$	101,589.01	_	84,078.62	-	120,089.87		144,847.99	-	103,244.22	_	103,100.43	\$	121,454.61	-	96,332.63										\$	874,737.3
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Agenda Item 5

Minutes from February 2, 2021 Regular Board Meeting

Items in this Section Include:

✓ February 2, 2021 Minutes



Board of Trustees
Minutes of Regular Meeting
Tuesday, February 2, 2021
6:00 P.M.
Board Room
Minden-Gardnerville Sanitation District
1790 Hwy. 395
Minden, Nevada

Board Members Present:

Staff Members Present:

Others Present:

Barbara Smallwood Michael King Raymond Wilson Mary Schilling Ted Thran Peter Baratti April Burchett Anthony LaRocca Bruce Scott

Board Members Absent:

None

Meeting called to order at 6:00 p.m. by Barbara Smallwood, Chairman.

Public Comment: There was no public comment.

Affirmation of Election of Board Officers for 2021:

Barbara acknowledged that the election of officers from the January 5, 2021 meeting was not executed properly, therefore an affirmation was in order.

- Barbara Smallwood's nomination for chairman carried with 5 Ayes, 0 nays.
- Mike King's nomination as Vice-Chairman carried with 4 ayes, 1 nay from Ray Wilson. Ray explained that he voted nay because of advice he received from a friend at the Attorney General's office pertaining to Mike King's wife, Sarah King, still being employed by MGSD.
- Ted Thran's nomination for secretary/Treasurer carried [5 ayes (Smallwood, Schilling, Thran, King, Wilson) 0 nays.

Chairman's Comment: The Chairman had no comment.

<u>Claims Review and Approval</u>: Mike pointed out the Warren Averett Technology Group charge for \$8,375.00, noting that this would come up again for discussion later on in item number 9, pertaining to the contract for possible action with the Warren Averett Technology Group. **Motion by Ted Thran to approve the claims for January 2021 in the amount of \$246,515.03 plus miscellaneous expenses in**



the amount of \$41,081.50 and to approve payroll-related expenses paid during January 2021 in the amount of \$121,454.61. Seconded by Ray Wilson. Motion carried [5 ayes (King, Schilling, Smallwood, Thran, Wilson), 0 nays.

<u>Minutes of January 5, 2021 Board Regular Meeting</u>: Barbara pointed out a handout with corrections made to the January 5th minutes. Ray pointed out that also missing from the minutes was Bill Peterson's statement that he would review the GRGID contracts with Pete. Bill agreed and said he briefly reviewed the contracts again, but still needed to review them further, and put his findings in writing. Barbara clarified that we would go back and include Bill's statement in the minutes. **Motion by Mike King to approve the minutes of the January 5, 2021 Regular Board Meeting.** Seconded by Mary Schilling. There was no discussion on the motion. Motion carried [5 ayes (Smallwood, Schilling, Thran, Wilson, King), 0 nays.

Barbara asked that items 7 and 8 be heard later in the meeting in case Niki Neilon were to appear to discuss these items, and the board concurred.

Warren Averett Technology Group: Mike, going back to the claim summary, pointed out the \$8,375.00 charge from Warren Averett for the month of January and asked if that amount would be deducted from the proposed contract amount of \$20,000.00. Peter clarified that the \$20,000.00 would be a purchase of a block of 100 hours and that the \$8,375.00 January charges were separate from that. Peter explained that LaVonne is our Great Plains (GP) consultant that MGSD has been using for many years. Peter also noted that LaVonne has been working closely with the office staff as of late to help MGSD meet the accounting standards recommended by Casey Neilon. Peter also noted that buying this block of hours at a discounted rate will help MGSD because these are hours that LaVonne is going to be here anyway. Even if we hire someone else LaVonne would still have to come in and train that person. Pete also expressed the possibility of hiring LaVonne onto the office staff once her contract with Warren Averett expires. Barbara circled back and confirmed that the January charges would not be deducted from the 100-hour proposed contract to which April confirmed. The contract would only take effect once approved and signed by the board. Mike also pointed out item number 4 "Terms of Engagement" on page 4 and took exception to fees for travel time being charged separately. Mike suggested LaVonne remote in to avoid paying for travel to which April explained that we would like to eventually do that, but as of right now there are cybersecurity concerns with the technology MGSD is currently uttilizing. Ray agreed that paying for traveling time is not ideal. Barbara recommended that we would tentatively agree to the contract if travel expenses were not included. Bill agreed that coming and going to work typically does not constitute travel time as apposed to running a work errand during work hours. Ted concluded that he used similar wording in his past experiences, but never billed for coming and going. Motion by Mike King to approve the Proposal to Serve from Warren Averett Technology Group dated December 8, 2020 to purchase a block of



100 support hours for LaVonne Ghanavati for accounting services in an amount of \$20,000.00, a discount of \$7,500 from the standard billing rate with the provision that travel time would be excluded. Seconded by Ted Thran. Motion carried [5 ayes (Smallwood, Schilling, Thran, King, Wilson) 0 nays.

<u>Attorney client Conference:</u> Bill reiterated that he is still studying the GRGID contracts and intends on putting his findings in writing and should be available by the March board meeting.

Engineer's Report: Bruce Scott reported on the following:

Bruce touched on the current projects happening in the District. Thoroughbred Crossing, Maverik, and McDonald's are all moving along accordingly. RCI is working with NDOT on future projects as well as continuing to work with GRGID regarding the interceptor rehabilitation project. This project is getting closer to the bidding process. Bill mentioned he will be monitoring the GRGID interceptor project too as there is a separate contract for that.

<u>District Manager's Report</u>: Peter started by mentioning the EDU's sold to and the progress being made on the Great Life Church project. Peter then addressed the Will Serve requested for the Klauber Ranch and Barbara asked if that would require a lift station. Peter confirmed that he believed that this would most likely require a lift station but that of course would be the responsibility of the homeowners or the County.

Peter reported on the Digester Lid project stating that due to winter weather conditions, the completion of that is being pushed back until further notice.

Peter discussed the issues that we are currently having with our website and the hosting company SDBX. The website is not ADA compliant and is antiquated in terms of what the website should be able to do. April confirmed that all government websites need to be ADA compliant and SDBX is unable to do that. We did receive a quote from Wyred Insights and will be looking to get quotes from other agencies as well. April did clarify due to the nature of this work, it is not subject to the bidding process, but that she would like to get multiple quotes including from Wells Fargo who also may offer website management. Mike then asked for clarification as to what entails a website being ADA compliant. April explained that the website should have audible directions for the visually impaired. Barbara asked if POOL/PACT helped in any way with this. April said they do not. Barbara also expressed her concerns about the cost of website maintenance but agreed that making it compliant is paramount.



Peter then discussed the equipment repairs being made around the plant as well as progress being made with HDR and the belt press project. That project should be ready to go out to bid in the next few weeks. Peter then confirmed that the new Pista Grit equipment installed by the MGSD staff is up and operating perfectly. This will now allow us to service and inspect the old grit channel which is about 8 years past its recommended life span.

Peter did have a meeting with Greg Reed regarding the digester project and made him aware that Bill is looking into the contracts regarding capacity stipulations. They also discussed the interceptor rehab project which GRGID is ready for whenever it does start.

Peter noted that the fourth quarter DMR's were completed and accepted. He's now working on the EPA report for the biosolids and should be submitted in the next week or two.

Peter also updated the board that the MGSD staff are in line for the COVID vaccine shots and are a couple weeks out.

Ray asked about the pre app meeting with Chuck Hathoot about the manufactured home project off Muller Lane and Pinenut. Peter stated that the infrastructure is in place, but it appears as though this project is in its very early stages and is still a far from starting.

Ray then asked about the yearly report that Peter intends on presenting and asked that any pertinent employee information as far as promotions, etc.. be included.

Mike expressed his concerns about the potential cost that it may take to hire LaVonne in Sarah's old position. He also pointed out the stipulation in the Warren Averett contract about the financial penalties in hiring an employee away from Warren Averett. He recommended we have a back up plan. Peter agreed and he is aware of the potential costs and is aware that it may be financially prohibitive. Peter also went back to the recommendation from Casey Neilon that we attempt to hire a CPA to the office staff. Peter also confirmed that he and April are currently working on the job description that would satisfy the accounting recommendations. Barbara also pointed out the benefit of having someone on staff that could help us use The Great Plains software to it fullest extent. Ted also pointed out the benefit of having someone on staff that had financial experience to the extent that they could be an asset for Peter when it comes time to putting budgets together. Barbara recommended POOL/PACT as a resource for putting the job description together.

Barbara then asked about the public records request, Smart Procure, and the time the staff must take to gather information for them. April pointed out there was nothing we can do as the information they are requesting is public knowledge.



Barbara than asked whether we had done any public education recently or do we have any public education practices. April then pointed out that we did at one point, but it was not received well by the public as they viewed it as a waste of money.

<u>Casey Neilon:</u> April deferred to Ted regarding the three-year contract to which Ted confirmed that he recommended that contract for cost savings purposes. April stated that we have been very satisfied with the job they have done and recommended that we retain them. Ted pointed out that Casey Neilon is only one of a few firms that are qualified and certified to perform government accounting. Mike then asked Ted as the treasurer if he recommended Casey Neilon, to which Ted confirmed yes. Ray then asked if the rates seemed appropriate and Ted confirmed that they are in line with current rate for government auditing. Motion by Ted Thran to approve the three-year engagement letter from Casey Neilon for auditing services in the amount of \$16,250.00 for year end June 2021, \$16,750.00 for year end June 2022, and \$17,200.00 for year end June 2023, for a total of \$50,200 over three years. Seconded by Mike King. Motion carried [5 ayes (Smallwood, Schilling, Thran, King, Wilson) 0 nays.

<u>Designation of Auditor</u>: Mike asked for clarification between the difference between item number 7 and item number 8. Barbara confirmed that it's a statutory requirement to designate an auditor every year even with a contract in place. **Motion by Mary Schilling to designate Casey Neilon as auditor for the MGSD audit ending June 30, 2021.** Seconded by Ted Thran. Motion carried [5 ayes (Smallwood, Schilling, Thran, King, Wilson) 0 nays.

Administrative Report by Staff: April asked that the board members take a moment after the board meeting to sign the documents to add Ray Wilson and remove Bob Allgeier from the checking account. April confirmed that LaVonne has been billing for travel time and stated that she would address this and ask that we no longer be billed for travel. April is still trying to set up training for open meeting law to no avail and asked Bill if he would be willing to assist us in our own training. Mike stated his preference to do remote training. He asked if attending training is mandatory by law and April pointed out that it is not mandatory but the State requires a signature stating the information has been reviewed. She said she would provide the documents and training manuals. April noted that the staff is scheduled for ethics training. April also said she would have the documents ready by the next meeting for the District manager's review on April 6th. Barbara informed Ray of this process of reviewing and filling out the district manager's review form leading up to the actual agenda item. Barbara then asked about the process of assigning customer account numbers and April stated that she assigns the account numbers numerically as capacity is sold.

Board Comment: Discussion regarding the COVID-19 vaccination.



Public Comment:	There was	no public comment.	
Meeting adjourne	ed 7:30 p.m.		
Approved by the I	Board of Tru	stees with the noted corrections on:	
Date	Ву	Ted Thran, District Secretary	·
:/ab			

Agenda Item 6

Peri / Hathoot Annexation Application

Items in this Section Include:

✓ Annexation application from Chuck Hathoot



PETITION FOR ANNEXATION

ASSESSOR PARCEL NO. OF PROPERTY: 1220-11-001-077

TOTAL ACREAGE TO BE ANNEXED: 29

ADDRESS OF PROPERTY (if known): N/A

PROPERTY NEAREST TO: □ Town of Minden □X Town of Gardnerville

ANNEXATION REQUIREMENTS:

- 1. An accurate legal description of the property stamped and signed by a surveyor or engineer licensed in the State of Nevada. The legal description should also include acreage of the parcel.
- 2. A preliminary title report concerning said property issued within the past 60 days and a written statement from the owners that there has not been a change since that date.
- 3. Acknowledgement of the fee owners. Notarized signatures required (see Page 2). An Authority to Represent form must be signed by the owners if an owner's representative will attend the Board Meeting (see Page 3).
- 4. A vicinity map showing the area to be annexed in relation to existing district boundaries. Assessor's map is acceptable.
- 5. An application fee of \$1,000.00. Balance after expenses is refundable.
- 6. Application must be received in MGSD Office 15 days prior to the monthly board meeting. Board meets first Tuesday of every month.
- 7. Upon approval by the Board, applicant shall pay \$600.00 per acre for entire area to be annexed.
- 8. Upon approval by the Board, applicant shall pay capacity fee of \$3,800.00 per sewer unit within 9 months of allocation, or upon approval of the final map, whichever occurs first.
- 9. Connection fees of \$275.00 for dwelling and \$300.00 per unit for commercial hookup are due at the time the Connection Permit is issued. (Connection permit must be issued before Douglas County will issue building permit).

on February 8	, 2021, personally appeared before me, a
Notary Public, MES JOHN VER	, who acknowledged thathe
executed the above instrument.	
Notary Public	LEAH C WITT Notary Public-State of Nevada Appointment No. 20-8972-02 My Appointment Expires 08-03-2024
STATE OF NEVADA	
COUNTY OF WASHE	
On FERRUARY 8th Notary Public, JAMES JOHN PERS	, 20, personally appeared before me, a, who acknowledged thathe
executed the above instrument.	
Notary Public	LEAH C WITT Notary Public-State of Nevada Appointment No. 20-8972-02 My Appointment Expires 08-03-2024



OWNERS' REPRESENTATIV	E:	
NAME: Chuck Hathoot		
FIRM NAME: Stoneridge Com	munities, LLC	
ADDRESS: 1329 HWY 395 N S	uite 10-181	
CITY: Gardnerville	STATE: NV	ZIP: 89410
PHONE NO. 949-463-6494		FAX NO
Al	UTHORITY TO REF	PRESENT
Gentlemen:		
Communities, LLC, to represer Meetings and act in any and ever giving and granting to such personand thing whatsoever requisite a	nt me at the Minder ry manner for me at so on, full power and auth and necessary to be	resentative, Chuck Hathoot of Stoneridge and Gardnerville Sanitation District Board such meetings as if I were present myself, nority to do and perform all and every act done for my benefit as if I was present the above named representative,
up to and including		ate of execution herein and shall continue, unless otherwise revoked by written
IN WITNESS WHEREOI day of February, 20 Owner	F, I have executed this 21.	Authorization to Represent on this 8th
COUNTY OF WASHIE) : \$\$	
On FEBRUARY Notary Public, James James executed the above instrument.		021, personally appeared before me, a, who acknowledged thathe
Notary Public		



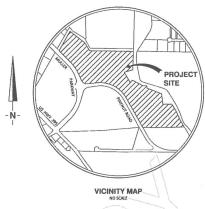


Petition for Annexation Page 3 of 3 Rev. 1/22/07

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1.	THIS IS A TRUE AND ACCURATE REPRESENTATION OF THE LANDS SURVEYED UNDER MY SUPERVISION AT THE INSTANCE OF JAMES J. BUTCH PER.	11. NO
2.	. THE LANDS SURVEYED LIE WITHIN A PORTION OF SECTIONS 10 AND 11, T. 12 N., R. 20 E., M.D.M. AND THE SURVEY WAS COMPLETED ON MAY 20, 2019.	A CI
3.	THIS MAP IS NOT IN CONFLICT WITH THE PROVISION OF NRS 278,010 TO 278,630, INCLUSIVE	DEV ALL DEP
:4.	. THIS PLAT COMPLIES WITH APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED, AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH CHAPTER SES OF THE NEVAD ADMINISTRATIVE CODE.	(APF COL COL
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5. THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT DURADILITY.



TES

- IS MAP IS A DIVISION OF ADJUSTED PARCEL 38 AS SHOWN ON THE RECORD OF SURVEY POR JAMES J. BUTCH PERI. PINERUT AD AND MULLER PARMAY, FILED FOR RECORD JUNE 24, 2013 AS DOCUMENT NUMBER 825803, IN THE OFFICE OF THE UGLIAS COUNTY RECORDER
- IS AREA IS IN UNSHADED FLOOD ZONE X, PURBUANT TO FLOOD INSURANCE RATE MAP NO. 32005C0266G, REVISED JANUARY 20.
- ERE ARE NO EARTHQUAKE FAULTS OR HILLSIDE AREAS AFFECTING THESE PARCELS.
- E TOTAL AREA DIVIDED IS 82.58 ACRES.
- FURTHER DIVISION OF THESE PARCELS MAY BE SUBJECT TO SUBDIVISION IMPROVEMENTS AS PROVIDED UNDER NRS
- TVE (5) FOOT WIDE PUBLIC UTILITY EASEMENT AS SHOWN HEREON.
- UNTERVANCE OF ALL DÍNARAGE FACILITIES AND EASEMENTS MUST BE THE RESPONSIBILITY OF THE INDIVIDUAL PROPERTY WICKE OR O'THEIR PRIVITE ENTITY, INCLUDING A HOMEOWHERS ASSOCIATION. DOUGLAS COUNTY REJECTS ANY OFFER OF SICKATION OF DRAMAGE FACULTIES OR DRAMAGE ASSEMENTS
- STRUCTING THE FLOW OR ALTERING THE COURSE OF A DRAINAGE CHANNEL IS PROHIBITED, UNLESS PERMITTED BY THORIZING AGENCY
- F-SITE STORM WATER RUN-OFF FROM APN: 122-11-002-024 SHALL BE PERPETUATED THROUGH PARCEL 38-1.
- SECONDARY POWER IS PROVIDED AND IT IS THE RESPONSIBILITY OF THE PANCEL OWNER TO PROVIDE THE FACILITIES AND NECTIONS RECURRED BY THE POWER PROVIDER FOR SECONDARY POWER, INCLIDING CONNECTION FEES, TRANSFORMER! ES AND LINE ENTRISIONS.
- ROCK SHALL BE PLACED WITHIN THE PUBLIC RIGHT OF WAY MAINTAINED BY DOUGLAS COUNTY
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TITLE CERTIFICATE

APN: 1220-11-001-060

THIS IS TO CERTIFY THAT THE PARTIES AS LISTED WITHIN THE OWNERS CERTIFICATE ARE THE ONLY PARTIES OF
RECORD HAVING INTEREST IN THE TRACTS OF LAND EMBRACED WITHIN THE GRAPHIC BORDER SHOWN ON THIS
PLAT. THE FOLLOWING IS A COMPLETE LIST OF LIEN AND/OR HOLDERS OF RECORD:

7/17/2020

Cory Miller

PRINTED NAME: Nevada Division VP File#-2578209A

COMMUNITY DEVELOPMENT DEPARTMENT **DIRECTOR'S CERTIFICATE**

IT IS HEREBY CERTIFIED THAT THIS PLAT WAS REVIEWED AND APPROVED BY THE DOUGLAS COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT ON THE COUNTY OF SEPTEM-WERDOOD, THIS PLAT IS IN MUSETIATING ANONOMINANCE WITH THE TENTATIVE WAY AND ALL CONTROTIONS OF APPROVAL HAVE EXEN SAIDSRED, THERE HE NO PUBLIC RIGHTS OF WAY OFFERED FOR DEDICATION AS PART OF THIS MAP THE COUNTY ACCUPITS THE OFFERED FOR DECENTION FOR THE PUBLIC THIRTY DESIDENCE.

THOMAS A DALLARE P.E. COMMUNITY DEVELOPMENT DIRECTOR

COUNTY CLERK'S CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT WAS PRESENTED TO THE DEPARTMENT OF COMMUNITY DEVELOPMENT ON THE \$\frac{1}{2}\triangle \text{ DAY OF \$\frac{3}{2}\triangle \frac{1}{2}\triangle \frac{1}{2}\triangle \text{ DAY ON WAS DULY APPROVED. IN ADDITION ALL OFFERS OF EBECATON FOR PUBLIC ROADWAYS AND OTHER PUBLIC USE ELEMENTS WERE REJECTED WITH THE RESERVATION TO ACCEPT SAID OFFERS AT A LATER DATE.

KATHY LEWIS, COUNTY CLERK	1
TAX COLLECTOR'S	CERTIFICATE

and mydallich

1. Leann Tates DOUGLAS COUNTY	SUNGE DEPUTAL CLERK-TREASURER AND EX-OFFICIO TAX COLLECTOR DO HEREB
CERTIFYTHAT James Fen	HAS PAID TAXES FOR THE FISCAL YEAR
APN: 1220-11-001-008	

P2/18/2020 MACHINE DOLKE AS COUNTY CLERK TREASURER & EX OFFICIO TAX COLLECTOR

COUNTY ENGINEER'S CERTIFICATE

I, JEREMY J. HUTCHINGS, P.E., COUNTY ENGINEER, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND IT IS TECHNICALLY CORRECT

THE PROPERTY OF THE PROPERTY O

COUNTY RECORDER'S CERTIFICATE

FILED THIS 22 DAY OF 10 Camber , 2020 AT 05 MINUTES PAST 2 O'CLOCK 2M. AS DOCUMENT NUMBER 2020 -958775 RECORDED AT THE REQUEST OF STONE (304 U) 65

9-14-2020

SHEET 1 OF 2

FINAL PARCEL MAP

DP-20-0049 FOR

STONERIDGE VILLAS

LOCATED WITHIN A PORTION OF SECTIONS 10 AND 11, T.12N., R.20E., M.D.M.

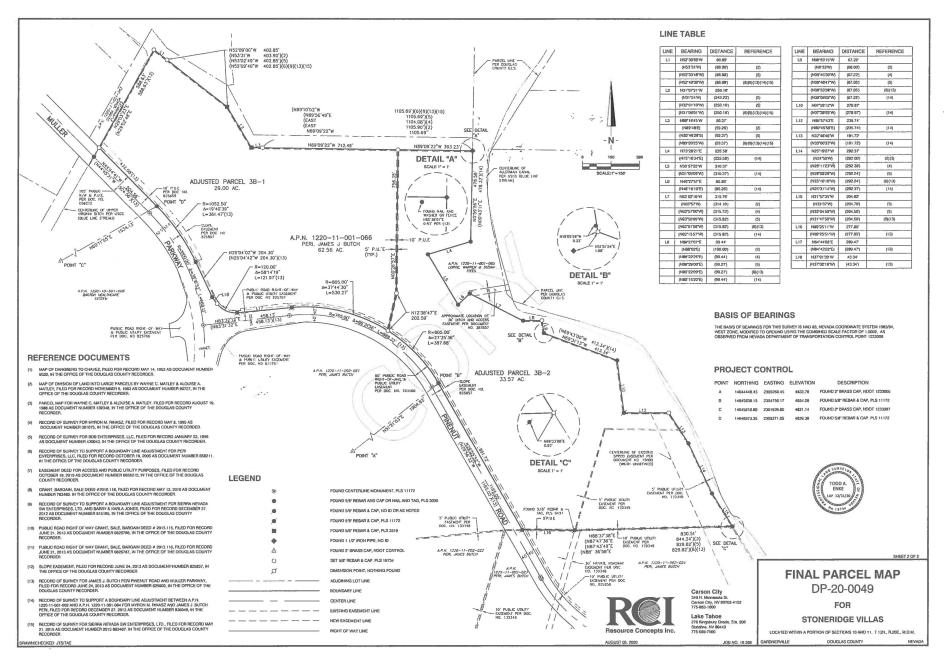
DOUGLAS COUNTY

Resource Concepts Inc.

Lake Tahoe

Carson City

TODD A. ENKE, PLS 19734



Douglas County Vicinity Map APN: 1220-11-001-066 Fish Springs Rd Godecke Ln East Fork Carson River Helman Dr Terrano Li 395 Jobs Peak Dr 1 inch = 1,500 feet Print Date: 11/15/2018 Legend Subject Parcel The data contained herein has been compiled on a geographic information system for the use of Douglas County. The data does not represent survey delineation and should not be construed as a replacement for the authoritative source, plat maps, deeds, resurveys, etc. No liability is assumed by Douglas County as to the sufficiency or accuracy of the data.



ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 143-2577381

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, *First American Title Insurance Company*, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

Buy L Smult

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Form 5030000 (1-31-17)	Page 1 of 14	ALTA Commitment for Title Insurance (8-1-16)
		Nevada

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice:
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements:
 - (f) Schedule B, Part II-Exceptions; and
 - (g) a counter-signature by the company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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		Nevada

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

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		N
		Nevada



ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 143-2577381

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company

Issuing Office: 1663 US Highway 395, Suite 101

Minden, NV 89423

Issuing Office's ALTA® Registry ID: 0007464

Commitment No.: 143-2577381

Property Address: Muller & Pinenut, Gardnerville, NV 89410

Revision No.: First

Inquiries Should Be Directed To:

Mary Kelsh

Phone: (775)782-5411 Email: mkelsh@firstam.com

Issuing Office File No.: 143-2577381

SCHEDULE A

1. Commitment Date: November 13, 2020 8:00 AM

- 2. Policies to be issued:
 - (a) ALTA Owner's Policy

Proposed Insured: Stoneridge Communities LLC, a Nevada limited liability company

Proposed Policy Amount: \$3,100,000.00

(b) ALTA Loan Policy

Proposed Insured: To Be Determined Proposed Policy Amount: \$2,000,000.00

3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

- 4. The Title is, at the Commitment Date, vested in: James J. "Butch" Peri, an individual
- 5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

Jackson

By:

Debbie M. Jackson Authorized Signatory

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Nevada

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 143-2577381

Commitment No.: 143-2577381

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. Releases(s) or Reconveyance(s) of Item(s): None
- 6. Other: None
- 7. You must give us the following information:
 - A. Any off record leases, surveys, etc.
 - B. Statement(s) of Identity, all parties.
 - C. Others: None

The following additional requirements, as indicated by "X", must be met:

[X] 8. Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (attached hereto) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

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- [X] 9. An ALTA/NSPS survey of recent date, that complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as the Company may deem necessary.
- [X] 10. The following LLC documentation is required from Stoneridge Communities LLC, a Nevada limited liability company.
- Prior to the close of escrow or the issuance of any policy of title insurance, we will require that copies
 of the Articles of Organization, the Operation Agreement and the Current Appointment of Manager
 of Stoneridge Communities LLC, a Nevada Limited Liability Company, be submitted to the Company
 for examination.

	ada	of proper filing and good standing in the State of Nevada of Stoneridge Communities LLC, limited liability company. The following partnership documentation is required from:
[]	12.	The following documentation is required from corporation:
[]	13.	Based upon the Company's review of that certain partnership/operating agreement dated for the proposed insured herein, the following requirements must be met:
		Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as the Company may deem necessary.
	14.	A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as the Company may deem necessary.

- [X] 15. Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
- [X] 16. Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the Land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:

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	17.	The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.
[]	18.	The Company's "Indemnity Agreement I" must be executed by the appropriate parties.
	19.	Financial statements from the appropriate parties must be submitted to the Company for review.
[]	20.	A copy of the construction contract must be submitted to the Company for review.
[]	21.	An inspection of the Land must be performed by the Company for verification of the phase of construction.

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Schedule BI & BII (Cont.)

Commitment No.: 143-2577381

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 143-2577381

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and that are not shown by the Public Records.
- 5. Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights or, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

Exceptions 1-6 will be omitted on extended coverage policies

- 7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
- 8. Water rights, claims or title to water, whether or not shown by the Public Records.

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- 9. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the office of the County Assessor, per Nevada Revised Statute 361.260.
- 10. Any taxes that may be due as provided under NRS 361.4725.
- 11. Any lien which may be levied by the Minden-Gardnerville Sanitation District by reason of said land lying within its boundaries.
- 12. Intentionally deleted.
- 13. Reservations and provisions as contained in Patent from the United States of America, recorded November 14, 1893, in <u>Book 2 of Patents</u>, <u>Page 72</u>, as Instrument No. N/A
- 14. Reservations and provisions as contained in Patent from the United States of America, recorded June 13, 1906, in Book 1 of Patents, Page 244, as Instrument No. N/A
- 15. An Easement for public utilities and incidental purposes, recorded September 24, 1959 in Book No. I, Page 468 as Instrument No. 15000 of Official Records, Affects: A portion of said land
- 16. Easements, dedications, reservations, provisions, relinquishments, recitals, certificates, and any other matters as provided for or delineated on Division of Land into Large Parcel Map #90727. Reference is hereby made to said plat for particulars.
- 17. Easements, dedications, reservations, provisions, relinquishments, recitals, certificates, and any other matters as provided for or delineated on Parcel Map #139348. Reference is hereby made to said plat for particulars.
- 18. An Easement for ingress, egress and incidental purposes, recorded May 15, 1996 in Book No. 596, Page 2666 as Instrument No. 387857 of Official Records. Affects: A portion of said land
- 19. Easements, dedications, reservations, provisions, relinquishments, recitals, certificates, and any other matters as provided for or delineated on Survey Map #430943. Reference is hereby made to said plat for particulars.
- 20. An Easement for to construct, use and maintain a public roadway and incidental purposes, recorded October 19, 2005 in <u>Book No. 1005, Page 8588 as Instrument No. 658212</u> of Official Records. Affects: A portion of said land
- 21. Covenants, conditions, and restrictions in a Memorandum Restricting Use of Property recorded January 31, 2006, in <u>Book 106, Page 10876 as Instrument No. 666944</u> of Official Records.
- 22. The terms and provisions contained in the document entitled Development Agreement recorded January 13, 2010 in Book No. 110, Page 2271 as Instrument No.<u>757081</u> of Official Records.

The last mentioned item was re-recorded February 11, 2010 in Book 210, Page 2223 as Instrument No. 758521 of Official Records.

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A document declaring modifications thereof recorded January 18, 2013 in Book No. 113, Page 4827 as Instrument No. 816489 of Official Records.

- 23. The terms and provisions contained in the document entitled Indemnification Guarantee recorded January 13, 2010 in Book No. 110, Page 2287 as Instrument No. 757082 of Official Records.
- 24. The terms and provisions contained in the document entitled Security and Improvement Agreement recorded March 15, 2011 in Book No. 311, Page 2776 as Instrument No. 779958 of Official Records.
- 25. An Easement for public road right-of-way and incidental purposes, recorded June 21, 2013 in Book No. 613, Page 5529 as Instrument No. 825767 of Official Records. Affects: A portion of said land
- 26. Easements, dedications, reservations, provisions, relinquishments, recitals, certificates, and any other matters as provided for or delineated on Survey Map #825903 referenced in the legal description contained herein. Reference is hereby made to said plat for particulars.
- 27. An Easement for slope and incidental purposes, recorded June 24, 2013 in Book No. 613, Page 5965 as Instrument No. 825857 of Official Records. Affects: A portion of said land
- 28. An Easement for public utilities and incidental purposes, recorded June 24, 2013 in Book No. 613, Page 5974 as Instrument No. 825858 of Official Records. Affects: A portion of said land
- 29. Easements, dedications, reservations, provisions, relinquishments, recitals, certificates, and any other matters as provided for or delineated on Survey Map #836049 referenced in the legal description contained herein. Reference is hereby made to said plat for particulars.
- 30. Any right, title or interest of the spouse (if any) of any married vestee herein.
- 31. We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.
- 32. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS Survey.
- 33. Rights of parties in possession of the land by reason of unrecorded leases and all parties claiming by, through or under said lessees or tenants, if any, that would be disclosed from an inquiry of the parties, or by an inspection of the land.
- 34. Those taxes for the fiscal year July 1, 2020 through June 30, 2021, including any secured personal property taxes collected by the County Treasurer.

Paid

APN 1220-11-001-066

Amount: Status: **1st installment \$3,020.60 Paid**

II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

2nd installment \$3,020.59 3rd installment \$3,020.59

4th installment \$3,020.59

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		Nevada

Total \$12,082.37

Note: Said taxes become a lien on July 1, 2020, each installment will become due and payable on the following dates:

1st installment is due on the 3rd Monday of August, 2020. 2nd installment is due on the 1st Monday of October, 2020.

3rd installment is due on the 1st Monday of January, 2021.

4th installment is due on the 1st Monday of March, 2021.

Each installment will become delinquent ten (10) days after due.

35. Covenants, conditions, and restrictions in a Grant, Bargain and Sale Deed recorded July 24, 2020, in Book N/A as Instrument No. 2020-949638 of Official Records.

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INFORMATIONAL NOTES

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

The map attached, if any, may or may not be a survey of the Land. First American Title Insurance Company expressly disclaims any liability for loss or damage that may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

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		Nevada



ISSUED BY

First American Title Insurance Company

File No: 143-2577381

Issuing Office File Number:

Exhibit A

The land referred to herein below is situated in the County of Douglas, State of Nevada, and described as follows:

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE EAST ONE-HALF (E 1/2) OF SECTION 10 AND PORTIONS OF SECTION 11, TOWNSHIP 12 NORTH, RANGE 20 EAST, MOUNT DIABLO MERIDIAN, AND BEING A PORTION OF ADJUSTED PARCEL 3 AS SHOWN ON THE RECORD OF SURVEY TO SUPPORT A BOUNDARY LINE ADJUSTMENT FOR PERI ENTERPRISES, LLC FILED FOR RECORD OCTOBER 19, 2005 IN THE OFFICE OF RECORDER, DOUGLAS COUNTY, NEVADA IN BOOK 1005 AT PAGE 8587, AS DOCUMENT NO. 658211, AS SEVERED BY THE MULLER PARKWAY AND PINENUT ROAD PUBLIC ROAD RIGHTS-OF-WAY DESCRIBED IN THAT CERTAIN GRANT DEED BETWEEN PERI ENTERPRISES, LLC AND DOUGLAS COUNTY FILED FOR RECORD MAY 12, 2010 IN SAID OFFICE OF RECORDER IN BOOK 510, AT PAGE 2112, AS DOCUMENT NO. 763460 AND AS DESCRIBED IN THAT CERTAIN GRANT DEED BETWEEN JAMES J. PERI AND DOUGLAS COUNTY FILED FOR RECORD JUNE 21, 2013 IN BOOK 613, AT PAGE 5529, AS DOCUMENT NO. 825767, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF SAID ADJUSTED PARCEL 3 AS SHOWN ON RECORD OF SURVEY, DOCUMENT NO. 658211, ALSO BEING THE NORTHWESTERLY TERMINUS OF SAID MULLER PARKWAY AS DESCRIBED IN GRANT DEED, DOCUMENT NO. 763460; THENCE ALONG SAID TERMINUS OF MULLER PARKWAY, DOCUMENT NO. 763460, NORTH 29°02'43" EAST 109.34 FEET TO THE NORTHEASTERLY TERMINUS OF SAID MULLER PARKWAY, THE POINT OF BEGINNING; THENCE ALONG THE BOUNDARY OF SAID ADJUSTED PARCEL 3, DOCUMENT NO. 658211, THE FOLLOWING COURSES:

```
NORTH 29°02'43" EAST, 588.63 FEET; SOUTH 52°40'39" EAST, 86.89 FEET; SOUTH 52°09'40" EAST, 402.85 FEET; SOUTH 31°08'01" EAST, 250.16 FEET; SOUTH 89°20'25" EAST, 59.37 FEET; SOUTH 89°10'02" EAST, 1105.69 FEET; SOUTH 00°58'02" WEST, 752.93 FEET; SOUTH 63°01'56" EAST, 315.82 FEET; NORTH 89°22'09" EAST, 99.27 FEET; SOUTH 68°53'38" EAST, 67.05 FEET; SOUTH 69°28'45" EAST, 545.55 FEET; SOUTH 32°54'43" EAST, 465.28 FEET; SOUTH 25°16'19" EAST, 292.24 FEET SOUTH 31°47'50" EAST, 204.50 FEET; SOUTH 88°36'58" WEST, 829.82 FEET;
```

NORTH 89°25'51" WEST, 277.85 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF SAID PINENUT ROAD, DOCUMENT NO. 763460; THENCE ALONG SAID EASTERLY AND NORTHERLY RIGHTS-OF-WAY OF PINENUT ROAD, DOCUMENT NO. 763460, THE FOLLOWING COURSES:

NORTH 29°56'32" WEST, 891.72 FEET; ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 805.00 FEET, CENTRAL ANGLE OF 65°20'06", AND ARC LENGTH OF 917.95 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF PINENUT ROAD AS DESCRIBED IN GRANT DEED, DOCUMENT NO. 825767; THENCE ALONG SAID NORTHERLY RIGHT-

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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		Nevada Nevada

OF-WAY OF PINENUT ROAD AND THE EASTERLY RIGHT-OF-WAY OF MULLER PARKWAY AS DESCRIBED IN GRANT DEED, DOCUMENT NO. 825767, THE FOLLOWING COURSES:

SOUTH 84°43'22" WEST, 289.47 FEET; ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 120.00 FEET CENTRAL ANGLE OF 58°14'19", AND ARC LENGTH OF 121.97 FEET;

NORTH 37°02'19" WEST, 43.34 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY OF MULLER PARKWAY AS DESCRIBED IN GRANT DEED DOCUMENT NO. 763460;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY OF MULLER PARKWAY AS DESCRIBED IN GRANT DEED, DOCUMENT NO. 763460, THE FOLLOWING COURSES:

NORTH 25°04'42" WEST, 204.30 FEET; ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1052.50 FEET, CENTRAL ANGLE OF 19°40'39", AND ARC LENGTH OF 361.47 FEET; NORTH 44°45'21" WEST, 432.08 FEET TO THE POINT OF BEGINNING.

REFERENCE IS FURTHER MADE TO PARCEL 3B ON RECORD OF SURVEY RECORDED JUNE 13, 2013 IN BOOK 613, PAGE 6155 AS DOCUMENT NO. 825903, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS 1 AND 2 PURSUANT TO RECORD OF SURVEY TO SUPPORT A BOUNDARY LINE ADJUSTMENT RECORDED DECEMBER 27, 2013, IN BOOK 1213, PAGE 4905, AS INSTRUMENT NO. 836049.

PARCEL 1:

A PARCEL OF LAND WITHIN THE N 1/2 OF SECTION 11, T. 12 N., R. 20 E., M. D. B. & M., DOUGLAS COUNTY, NEVADA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SECTION 11, T. 12 N., R. 20 E., M. D. B. & M; THENCE S 64°38'39" W, A DISTANCE OF 4,115.82 FEET TO A 5/8" REBAR WITH CAP STAMPED PLS 3090 WHICH IS THE TRUE POINT OF BEGINNING; THENCE S 00°43'11" W, A DISTANCE OF 274.49 FEET TO A 5/8" REBAR WITH CAP STAMPED PLS 3090; THENCE S 46°16'10"W, A DISTANCE OF 85.26 FEET TO A NAIL AND TAG STAMPED PLS 3090 ON THE TOP OF A POST; THENCE N 31°09'09"W, A DISTANCE OF 310.37 FEET TO A 5/8" REBAR WITH CAP STAMPED PLS 3090; THENCE N 73°16'34"E, A DISTANCE OF 235.58 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

A PARCEL OF LAND WITHIN THE N 1/2 OF SECTION 11, T. 12 N, R. 20 E., M. D. B. & M., DOUGLAS COUNTY, NEVADA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

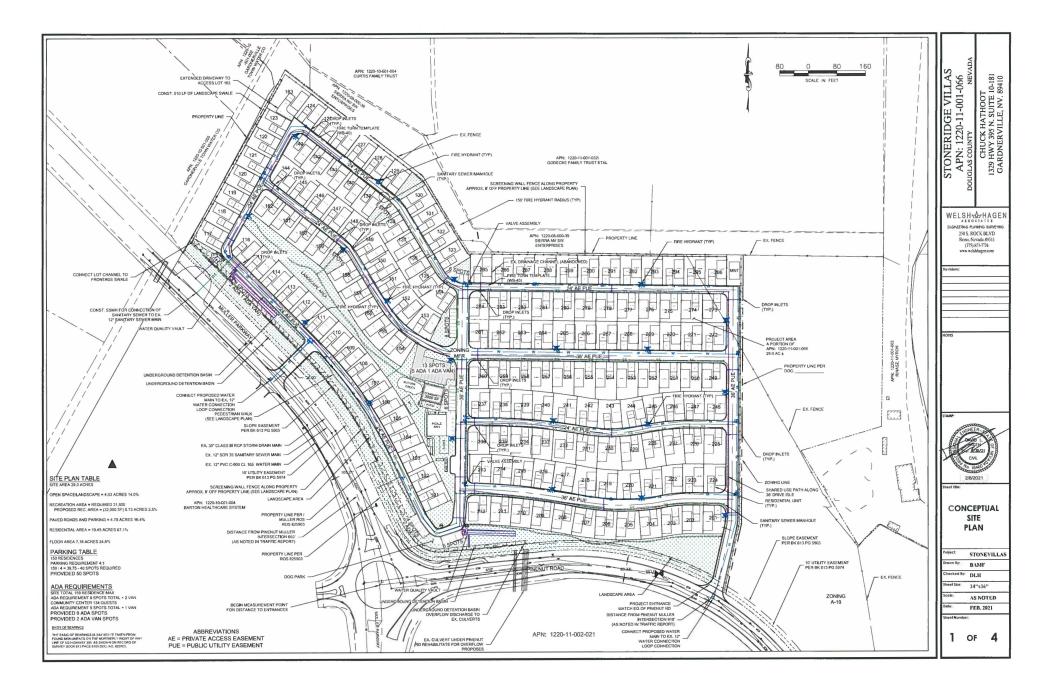
COMMENCING AT THE NE CORNER OF SECTION 11, T. 12 N., R. 20 E., M. D. B. & M; THENCE S 52°44'19" W, A DISTANCE OF 3,947.77 FEET TO A 5/8" REBAR WITH CAP STAMPED PLS 3090 WHICH IS THE TRUE POINT OF BEGINNING; THENCE S 69°43'00" E A DISTANCE OF 132.05 FEET; THENCE S 33°00'33"E A DISTANCE OF 273.60 FEET TO A 5/8" REBAR WITH CAP STAMPED PLS 3090; THENCE S 89°45'56"W, A DISTANCE OF 235.74 FEET TO A 5/8" REBAR WITH CAP STAMPED PLS 3090; THENCE N 07°39'59"W, A DISTANCE OF 278.67 FEET TO THE TRUE POINT OF BEGINNING.

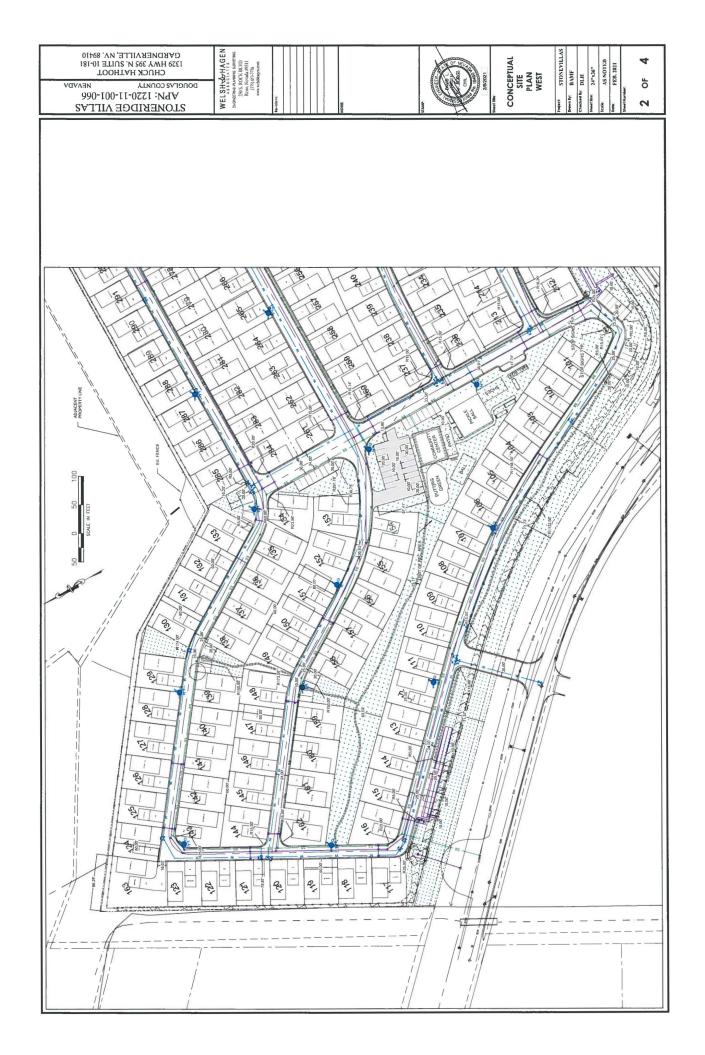
NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JULY 24, 2020 AS INSTRUMENT NO. 2020-949638 OF OFFICIAL RECORDS.

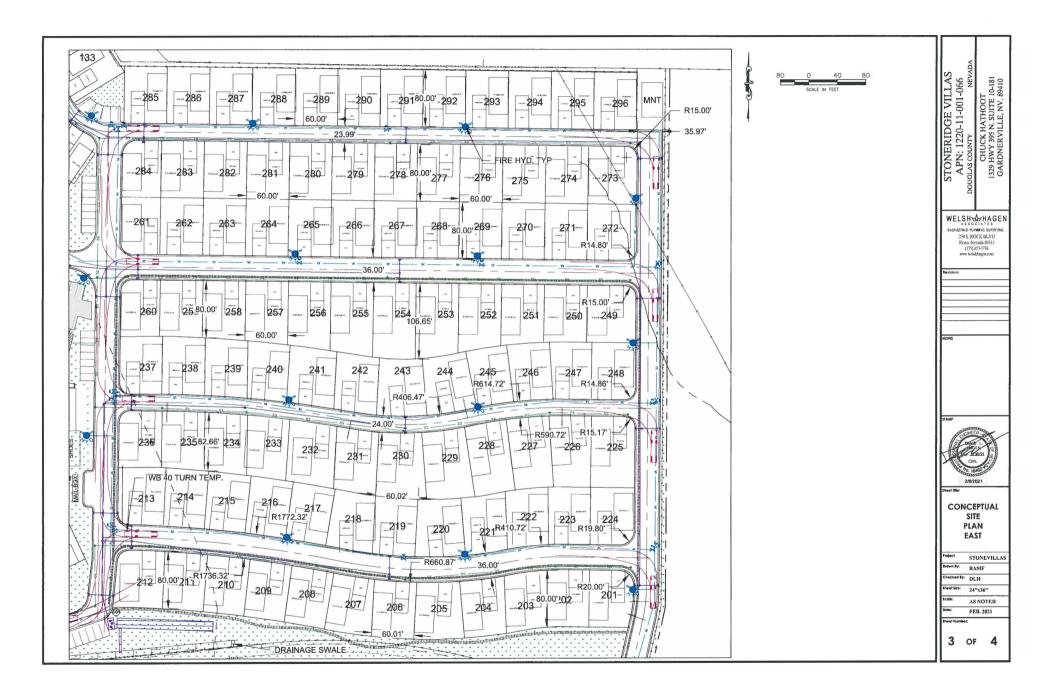
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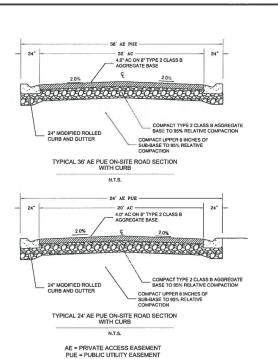
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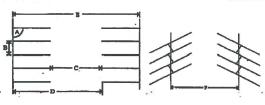




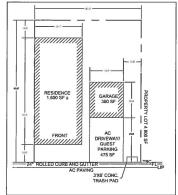




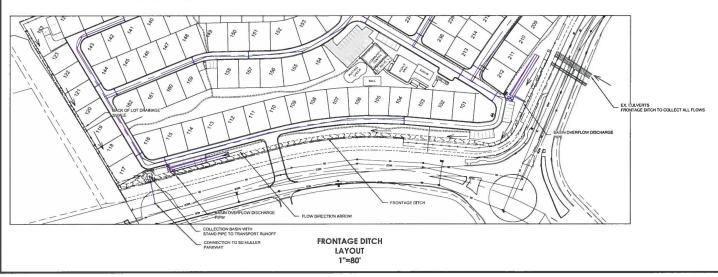
Angle of Parking (degrees) (A)	Distance Between Spaces (fl.) (B)	Aisle Width (feet) (C)		Total Width of One-Way Parking Layout (feet)			
		One-way	Two-way	One-sided (ID)	Two-sided (E)	Herringbone (F)	
30	20	12	22	30	48	40	
45	14	14	22	34	54	47	
60	12	18	24	39	60	56	
90	9	25	25	45	65	_	



TYPICAL PARKING LOT PER TABLE 20.692.2



RESIDENCE 1,000 SF 1 AC DRIVEWAY OR OF THE	STONERIDGE VILLAS APN: 1220-11-001-066 DOUGLAS COUNTY NEVADY	CHUCK HATHOOT 1329 HWY 395 N. SUITE 10-181 GARDNERVILLE, NV. 89410
IGUEST OF THE CHARACTER AT THE CHARACTER	ENGINEERING PLAN 250 S. RO Reno, Ne (775) 8 www.webb	HAGEN ELATES WAVE SURVEYING ICK BLVD Vada 89511 ISS-1776 shlagen.com
	Revisions:	



2/8/2021

DETAILS

STONEVILLAS Drawn By: BAMF Checked Sy: DLH Sheef Size: 24"x36" AS NOTED FEB. 2021

4 OF 4

GRGID Capacity Purchase

Items in this Section Include:

✓ Letter from Gardnerville Ranchos GID dated February 4, 2021



February 4, 2021

Peter Baratti, District Manager MGSD P.O. Box 568 Minden, NV 89423

Re: Sewer Capacity

Dear Peter:

Pursuant to the Supplement to the 1974 Agreement between the Minden Gardnerville Sanitation District and the Gardnerville Ranchos General Improvement District, GRGID hereby requests to purchase 20 Equivalent Dwelling Units of sewer capacity. The District last purchased capacity in June of 2020 and needs additional units to accommodate future expansion. Enclosed is a check in the amount of \$79,575.00 for the additional 20 units of capacity.

I look forward to your approval of our request. Please let me know if you have any questions or need additional information.

Sincerely.

Gardnervälle Ranches GID Greg Reed, District Manager

RECEIVED

FEB 2 2 2021

MINDEN-GARDNERVILLE SANITATION DISTRICT

Engineer's Report

Items in this Section Include:

✓ Letter from Bruce Scott dated February 24, 2021



February 24, 2021

Via email: aburchett@mgsdistrict.org

Ms. Barbara Smallwood, Chairman and Members of the Board of Trustees Minden Gardnerville Sanitation District P.O. Box 568 Minden, Nevada 89423

Subject: Activities during the month of February 2021

Dear Chairman Smallwood and Members of the Board:

The month of February continued at about the same pace with regard to area construction, it's not frantic but is fairly continuous. Plan reviews are proceeding for additional phases of development in the Monte Vista area as single family, multi-family, and commercial projects are initiating construction. The Maverick Station in Gardnerville is close to construction, and sewer improvements have been approved for that project.

We have been working with staff and Craig Olson regarding completion of the digester project and also on the initiation of the belt press replacement. As discussed at our last meeting, progress is being made in both areas. There have been some weather issues associated with the final coating and completion of the digester work. I'm sure Peter will be discussing this further in his report.

Rehabilitation design work continues to move forward. We are seeking feedback from Gardnerville Ranchos General Improvement District regarding the scoping and extent of the interceptor rehabilitation project. Once we have that feedback, we will bring it to the Board for concurrence and matching with respect to the extent and scope of the phased project that will be initiated through the first construction bidding and contract.

We are also working with staff on proposed rehabilitation to the collection system, particularly emphasizing those areas where the 2022 NDOT repaving in Gardnerville will be impacting our existing facilities. That work is also ongoing.

Please let me know if you have any questions, I will be happy to discuss these matters at your convenience or at the Board meeting on Tuesday.

Sincerely

Bruce R. Scott, P.E. District Engineer

BRS/sb

cc:

Bill Peterson, Esq. Presley Cochran, El

CARSON CITY

340 North Minnesota St. Carson City, NV 89703-4152 (775) 883-1600 • fax: (775) 883-1656 Engineering • Surveying • Water Rights Resources & Environmental Services

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LAKE TAHOE

276 Kingsbury Grade, Ste. 206, Stateline, NV PO Box 11796, Zephyr Cove, NV 89448-3796 (775) 588-7500 • fax: (775) 589-6333

District Manager's Report

Items in this Section Include:

- ✓ March 2021 District Manager Report
- ✓ February 2021 Capacity Report



Minden Gardnerville Sanitation District District Manager's Report March 2021

All MGSD Staff members are adhering to COVID-19 requirements pursuant to Governor Sisolak's Directives 06, 021, 026, 030, 035 as well as COVID-19 Phase One Reopening Guidelines

CAPACITY ALLOCATIONS/PURCHASES:

37 for Residence 1861 20 for GRGID scheduled for approval by the Board

WILL SERVES LETTERS ISSUED:

None

Public Records Requests: None

VENDORS AND CONTRACTS:

Maintenance Connection program in complete operation

STAFF/OFFICE ITEMS:

2/10- Staff Ethics Training 11

MEETINGS ATTENDED AND SCHEDULED:

Meeting with RF MacDonald on Boiler 2/5/21

2/17/21 Belt press project coordination meeting

2/23/21 NWEA certification board interview

2/25/21 Meeting with HDR, RCI, and Bay Area Coating regarding the Digester project

2/26/21 Meeting with HDR and Komline Sanderson and Netzsch regarding belt press project

PROJECTS IN THE DISTRICT:

- McDonald's under construction
- The Downs at Monte Vista installation is complete
- Residence 1861 March start date

LINE REHABILITATION AND PLANT IMPROVEMENT PROJECTS:

- Flare rehab project is underway. Excavation site prep. New natural gas main
- RAS Pump 101 rebuild complete and online
- East Bar Screen rebuild complete and back online
- Beginning to structure Hypo Auxiliary pump installation as well as piping retrofit
- Begin electrical demo for Belt Press
- Weed abatement has begun at the ponds

OTHER:

Hazardous material reports and certification with State Fire Marshall are complete

Respectfully submitted, Peter V. Baratti, District Manager



MONTHLY REPORT OF CAPACITY SOLD February 2021

Date	Project Name	Address	EDU's Sold Existing EDU's		Amount Collected			Approved By	Comments
				Capacity	Connection	Total			
2/11/2021	Residence 1861	Crestmore Loop	37.00	0.00	\$ 140,600.00	\$ 10,175.00	\$ 150,775.00	Board	
	GRGID		20.00		\$ 76,000.00	\$ 3,575.00	\$ 79,575.00	to be approved	at 3/2 meeting
		TOTAL EDU's							<u> </u>

TOTAL EDU's SOLD 57.00

\$ 216,600.00 \$ 13,750.00 \$ 230,350.00

Administrative Report by Staff

Items in this Section Include:

- ✓ Memorandum from April Burchett dated February 26, 2021
- ✓ Past Due Accounts Summary



MEMORANDUM

DATE:

February 26, 2020

TO:

MGSD Board of Trustees

FROM:

April Burchett

SUBJECT:

March 2021 Administrative Report

A few things have come up on my radar that I would like to bring to your attention. I don't need immediate decisions on these, but I would like either some direction or just to get a conversation going.

- 1. Medical insurance coverage for retirees under the age of 65: we currently provide \$1,050 per month in premium coverage for retirees under the age of 65. In the past I have made sure that we have one plan option under our policy that would allow a retiree to have coverage for less than the \$1,050. The plan for FY 20-21 has a \$4000 deductible. For FY 21-22, the only plan I can offer for the \$1,050 per month has a deductible of \$8,550. I can renew the current plan at a premium of \$1160 or offer a plan with a \$4500 deductible for \$1120 per month. Would the Board entertain the idea of increasing the monthly premium for retirees under 65?
- 2. Starting salary for operators: I have come across a couple of job opening listings from City of Fernley and Carson City Public Works who are looking for entry level water or sewer operators. The starting wages for these entry level positions are \$26.72 and \$18.61, respectively. Our starting wage is \$18.27. In the past MGSD has liked to be in the higher end of the wages in the area in order to attract better candidates. I have no recommendation at this time, but I wanted to bring it to your attention.
- 3. Board Workshop: In the past we have briefly talked about having a Board Workshop to discuss topics such as a mission statement, master planning, policies and items that don't necessarily fall under an agenda item or suitable for discussion during a regular meeting. In light of the upcoming rate study results, I wondered if the Board would like to look at scheduling a workshop sometime in July or August after the rate study is presented. I believe the rate study is scheduled to be presented at either the June or July board meeting.

April L. Burchett Administrative Assistant

PAST DUE ACCOUNTS SUMMARY

2/25/21

Number of Accounts Past Due/Liens on File:

10 (9 Residential, 1 Commercial)

Total Amount Owing:

\$10,897.37

0 liens were filed and 0 liens were released in February.

- 1 account received judgement from Small Claims Court on 10/3/17: \$2705.93 (customer has been making at least \$50 payments on a monthly basis).
- 1 account has had water turned off, so billing has been suspended. We tried filing for Small Claims, but constable was unable to serve (\$1656.88); all mail is returned it appears owner is deceased.
- 1 account the owner is out of the country and we are unable to serve for small claims court; report received that owner is back in the country; notice of small claims filing sent, but no response; filed for small claims but was unable to serve again; water is currently off (\$1114.80)

1 commercial account (\$3039.02)

All other accounts have liens pending.