



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

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**NOTE on COVID-19 RESTRICTIONS:** The meeting will take place in MGSD's Board Room. Masks are required under Governor Sisolak's Emergency Directive No. 47 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. 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.

**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 October 2021

**5. Minutes Approval – For Possible Action**

Approval of Minutes from the October 5, 2021 Regular Board Meeting

**6. Park Ranch Holdings – For Possible Action**

Public Hearing for Contract of Service of 37.62 acres located at 1300 Buckeye Road in Minden (APN 1320-28-000-041)

**7. LaCosta at Monte Vista Phase III – For Possible Action**

Approval of Record Drawings and Acceptance of Sewer Mains for LaCosta at Monte Vista Phase III

**8. The Downs at Monte Vista– For Possible Action**

Approval of Record Drawings and Acceptance of Sewer Mains for The Downs at Monte Vista

**9. 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.

**10. 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.

**11. District Manager's Report – 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.

**12. Administrative Report by Staff – For Possible Action**

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

**13. 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.)

**14. 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.)

**15. ADJOURNMENT**

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- 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.mgsddistrict.org](http://www.mgsddistrict.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](mailto:mgsdstaff@gmail.com) or at [aburchett@mgsddistrict.org](mailto:aburchett@mgsddistrict.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>
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**PLEASE DO NOT REMOVE UNTIL: 11/3/21**





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CLAIM SUMMARY FOR MONTH OF OCTOBER 2021

CLAIMS PAID 10/1/21 - 10/31/21			
Claims:			G/L Number
AAA Business Supplies & Interiors	\$205.95	Office Supplies	64300
Ace Hardware	\$58.31	Repairs & Maintenance	50600
Ahern Rentals	\$266.94	Repairs & Maintenance, Safety & Plant Supplies	50600, 50300, 50400
At you place EMS Training	\$500.00	CPR & AED Training	50300
AT&T Mobility	\$886.79	Employee cell phones	64400
Bay Valve Service	\$7,316.00	Trickling Filter MOV	50600
Bently Ranch	\$2,121.70	Biosolids Disposal	50800
Big Tex Trailer World, Inc. Reno	\$5,605.00	New Chevy Truck Bed	16600-030
Bing Materials	\$1,034.40	Repairs & Maintenance	50600
3 Blackburn Mfg. Co.	\$112.05	Marking Paint for Collections	51300
CAD Pest Control Services	\$200.00	Pest Control	50600
6 Charter Communications	\$152.97	Internet Service	64400
Chevron and Texaco Card Services	\$553.13	Vehicle Fuels	51500
Cutting Image LLC	\$1,055.74	Envelopes	64300
First Choice Coffee Services	\$265.11	Water Cooler Rental; Coffee Supply	50400
3 Fisher Scientific	\$913.77	Lab Supplies	52300
Flyers Energy	\$787.88	Vehicle Fuels	51500
Frontier	\$104.78	Power Cogen Monitoring Line	64400
IIDR Engineering, Inc	\$6,885.09	Belt Filter Press Addition	16300-030
JL Cleaning	\$360.00	Cleaning Services	50600
LEAF	\$370.00	Copier Lease includes copies	65300
Lou's Gloves, Inc.	\$853.00	Safety Gloves	50300
M & B Enterprises	\$479.48	2020 Chevy Service	50600
Marshall, Andrew	\$130.00	Plant Maint Tech Cert Renewal	50700
Meek's	\$206.48	Repairs & Maintenance, GRGID Int.	50600, 16400-010
Nu-Systems	\$276.98	New Alarm Keypad	50500
NV Energy	\$5,151.18	Plant = \$5,085.07; PS3&4 = \$66.11 2020: Plant = \$7,885.05; PS3&4 = \$(23.60) CR	50500 / 55300
Petty Cash	\$240.00	DoCo Recorder Fee	65200
Resource Concepts, Inc.	\$3,296.25	Pass-Through = \$1560.25	71200
Resource Concepts, Inc.	\$2,602.50	GRGID Sewer Rehab	16400
Resource Concepts, Inc.	\$1,150.00	Belt Press Project	16300-030
SDBX Studio	\$4,050.00	Website & Logo Redesign	65300
SDP Energy	\$4,369.72	Cogen Preventive Maint	50600
Sierra-Berkshire Associates, Inc.	\$3,800.00	Other Post Employment Benefits Actuarial Valuation for 6/30/21 Audit	71300
Sierra Environmental Monitoring	\$1,440.00	Lab Testing	52400
Snell & Wilmer	\$175.00	Pass Thru = \$	71100
Solenis	\$13,965.41	Polymer	50400
Southwest Gas Corp	\$1,332.33	2020- \$1051.38	50500
Thatcher Company	\$3,139.00	Chemicals	50400
The Parts House (NAPA)	\$239.45	Repairs & Maintenance	50600
28 Town of Minden	\$1,079.60	water & trash	50500
Tractor Supply	\$313.87	Collection Supplies, Repairs & Maint.	50600, 51300
31 USA Bluebook	\$745.29	Safety Supplies	50300
32 Utility Telecom Group, LLC	\$370.72	Office Phones	64400
VISA Credit Card	\$3,563.13	Admin. Expenses, Office Equipment, Plant Expenses, Safety Supplies, Education, Office Supplies, Plant Supplies, Utilities	65100, 65300, 50700, 50300, 50900, 64300, 20300, 50400
Warren Averett Technology Group	\$3,016.05	Nodus Implementation, Office 360 Monthly billing for Sept. & Oct., Azure Services	65300
38 Western Nevada Supply	\$128.00	Repairs & Maintenance	50600
Western Nevada Supply	\$1,129.60	Collection System Rehab	16400-010
WildFire Connections LLC	\$800.00	Computer Server Maint	65300
TOTAL CLAIMS PAID		\$87,798.65	

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



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### CLAIM SUMMARY FOR MONTH OF OCTOBER 2021

Note: Expenses shown with Yellow background are capital expenses

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

#### Miscellaneous Expenses:

Electronic Fee	
Bank Analysis Fee	
Electronic Return	overpayment/ebox return
ARRA Loan Repayment	
Total Misc Expenses	\$0.00
Total Expenses	\$87,798.65

#### Miscellaneous Credits:

Total Misc Credits	\$ -
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CLAIM SUMMARY FOR MONTH OF OCTOBER 2021

SALARIES and WAGES			
<b>Gross Wages</b>		<b>\$113,454.10</b>	
<u>Pre-Tax Deductions</u>			
Voya 457	\$	3,296.00	
Tax Garnishment (Tax Sheltered)			
Health Insurance	\$	34.62	
Total Pre-Tax Deductions	\$	3,330.62	
<b>Adjusted Gross Wages</b>		<b>\$110,123.48</b>	
<u>Standard Deductions</u>			
FWH	\$	11,342.98	
FICA-Medicare	\$	1,645.06	
FICA-Social Security	\$	-	
HSA Contribution	\$	-	
Health Insurance	\$	1,330.62	
Child Support	\$	494.14	
Total Standard Deductions	\$	14,812.80	
<b>Net Wages</b>		<b>\$95,310.68</b>	
PAYROLL TAXES			
Employee Paid Taxes	\$	12,988.04	
FICA-Medicare (MGSD Portion)	\$	1,645.06	
FICA-SS (MGSD Portion)	\$	-	
Total Payroll Taxes	\$	14,633.10	
BENEFITS AND OTHER PAYROLL-RELATED EXPENSES			
Colonial Life - August	\$	57.66	Voluntary Insurance; employee paid 20300
Hometown Health	\$	16,157.04	Medical Insurance 50200/20300/80900
Govt Employee Mgt Relations Brd	\$	-	50200
Medicare Part B & D Reimbursements	\$	706.33	Retiree Benefit 80900
Medicare Supplement Plan Reimbursements	\$	426.61	Retiree Benefit 80900
Retiree Insurance Premium Reimbursements	\$	(220.97)	deducted from Medicare reimb totals 80900
Retiree Insurance Premium Reimbursements	\$	(209.69)	Non-Medicare Retirees 80900
Mellon Bank (HSA-Medical)	\$	2,481.98	HSA Contributions 50200 / 20300
MedLife (Dental & Life)	\$	1,662.70	Dental/Life Insurance 50200/20300/80900
Nevada State Treasurer	\$	4.00	Child Support Fee 20300
Public Agency Compensation Trust	\$	-	Workers' Comp 50200
Public Employees Retirement System	\$	32,796.03	August Contributions 50200
VSP (Vision)	\$	235.92	Vision Insurance 50200/20300/80900
Voya Financial	\$	3,296.00	457 Plan; employee paid 20300
Total Benefits and Other Expenditures	\$	57,393.61	
<b>Total Payroll-Related Expenses</b>		<b>\$167,337.39</b>	



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**CLAIM SUMMARY FOR MONTH OF OCTOBER 2021**

I have reviewed the above claims and recommend approval.

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Peter V. Baratti, District Manager

Approved:

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Barbara S. Smallwood, Chairman

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Michael B. King, Vice Chairman

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Ted K. Thran, Secretary-Treasurer

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Mary C. Schilling, Trustee

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Raymond G. Wilson, Trustee

## FY2021-2022 Capital Expenses Actual versus Budget YTD

Account Number	Account Title	YTD Actual	YTD Budget	Remaining Budget \$	Actual Spent %	Remaining Budget %
16200-010	Mosquito Abatement	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%	100.00%
16300-020	Digester Repair/Flare	\$ 1,492.44	\$ 150,000.00	\$ 148,507.56	0.99%	99.01%
16300-030	Belt Press Addition	\$ 34,599.08	\$ 1,600,000.00	\$ 1,565,400.92	2.16%	97.84%
16400-010	Collection System Rehab	\$ 18,493.20	\$ 1,400,000.00	\$ 1,381,506.80	1.32%	98.68%
16500-010	Misc. Equipment	\$ 4,241.71	\$ 150,000.00	\$ 145,758.29	2.83%	97.17%
16600-030	New Truck Outfit	\$ 5,611.00	\$ 10,000.00	\$ 4,389.00	56.11%	43.89%
22500	ARRA Reimbursement	\$ 38,583.32	\$ 77,167.00	\$ 38,583.68	50.00%	50.00%
<hr/>						
<b>TOTAL</b>		<b>\$ 103,020.75</b>	<b>\$ 3,397,167.00</b>	<b>\$ 3,294,146.25</b>	<b>3.03%</b>	<b>96.97%</b>



## FY2021-2022 Operations Expenses Actual versus Budget YTD

Account Number	Account Title	YTD Actual	YTD Budget	Remaining Budget \$	Budget Spent %	Remaining Budget %
<b>PLANT EXPENSES</b>						
50300	Safety	\$ 7,528.37	\$ 15,000.00	\$ 7,471.63	50.19%	49.81%
50400	Plant Supplies	\$ 32,718.43	\$ 80,000.00	\$ 47,281.57	40.90%	59.10%
50500	Utilities	\$ 39,405.99	\$ 135,000.00	\$ 95,594.01	29.19%	70.81%
50600	Repairs/Maintenance	\$ 62,046.93	\$ 210,000.00	\$ 147,953.07	29.55%	70.45%
50700	Other Plant Expenses	\$ 895.30	\$ 9,000.00	\$ 8,104.70	9.95%	90.05%
50800	Sludge Removal	\$ 5,480.89	\$ 23,000.00	\$ 17,519.11	23.83%	76.17%
50900	Education	\$ 2,801.90	\$ 5,000.00	\$ 2,198.10	56.04%	43.96%
<b>COLLECTION EXPENSES</b>						
51300	Collection Supplies	\$ 395.49	\$ 4,000.00	\$ 3,604.51	9.89%	90.11%
51400	Cleaning/TV/Repair	\$ 19.40	\$ 15,000.00	\$ 14,980.60	0.13%	99.87%

## FY2021-2022 Operations Expenses Actual versus Budget YTD

Account Number	Account Title	YTD Actual	YTD Budget	Remaining Budget \$	Budget Spent %	Remaining Budget %
51500	Fuels	\$ 4,051.32	\$ 11,000.00	\$ 6,948.68	36.83%	63.17%
51700	Other Collection Expense	\$ 644.51	\$ 1,000.00	\$ 355.49	64.45%	35.55%
<b>LAB EXPENSES</b>						
52300	Lab Supplies	\$ 1,791.43	\$ 4,000.00	\$ 2,208.57	44.79%	55.21%
52400	Testing	\$ 2,456.32	\$ 11,000.00	\$ 8,543.68	22.33%	77.67%
52500	Permitting	\$ -	\$ 1,800.00	\$ 1,800.00	0.00%	100.00%
52600	Repairs/Maintenance	\$ -	\$ 7,000.00	\$ 7,000.00	0.00%	100.00%
52700	Other Lab Expense	\$ -	\$ 500.00	\$ 500.00	0.00%	100.00%
52800	Pretreatment Testing	\$ -	\$ 3,000.00	\$ 3,000.00	0.00%	100.00%
<b>RESERVOIR / EFFLUENT EXPENSES</b>						
55100	Repairs/Maintenance	\$ 1,455.00	\$ 15,000.00	\$ 13,545.00	9.70%	90.30%
55300	Utilities	\$ 4,201.08	\$ 30,000.00	\$ 25,798.92	14.00%	86.00%

## FY2021-2022 Operations Expenses Actual versus Budget YTD

Account Number	Account Title	YTD Actual	YTD Budget	Remaining Budget \$	Budget Spent %	Remaining Budget %
<b>GENERAL &amp; ADMINISTRATIVE EXPENSES</b>						
64300	Office Supplies	\$ 6,402.37	\$ 10,500.00	\$ 4,097.63	60.97%	39.03%
64350	Bank Charges	\$ 144.96	\$ 11,000.00	\$ 10,855.04	1.32%	98.68%
64400	Telephone	\$ 4,713.88	\$ 12,500.00	\$ 7,786.12	37.71%	62.29%
64500	Postage	\$ 3,601.15	\$ 9,000.00	\$ 5,398.85	40.01%	59.99%
64600	Advertising/Publication	\$ 1,736.50	\$ 2,000.00	\$ 263.50	86.83%	13.18%
64700	Travel & Per Diem	\$ 2,325.91	\$ 4,000.00	\$ 1,674.09	58.15%	41.85%
64800	Bad Debts	\$ -	\$ 400.00	\$ 400.00	0.00%	100.00%
64900	A/R Collection Expense	\$ -	\$ 1,500.00	\$ 1,500.00	0.00%	100.00%
65000	Insurance/Bonding	\$ 8,270.79	\$ 123,690.00	\$ 115,419.21	6.69%	93.31%

# FY2021-2022 Operations Expenses Actual versus Budget YTD

Account Number	Account Title	YTD Actual	YTD Budget	Remaining Budget \$	Budget Spent %	Remaining Budget %
65100	Other Admin Expense	\$ 245.21	\$ 5,000.00	\$ 4,754.79	4.90%	95.10%
65200	Filing Fees/Permits	\$ 878.17	\$ 12,000.00	\$ 11,121.83	7.32%	92.68%
65300	Office Equipment	\$ 32,939.60	\$ 25,000.00	\$ (7,939.60)	131.76%	-31.76%
<b>PROFESSIONAL FEES</b>						
71100	Legal	\$ 5,225.10	\$ 40,000.00	\$ 34,774.90	13.06%	86.94%
71200	Engineering	\$ 9,871.00	\$ 45,000.00	\$ 35,129.00	21.94%	78.06%
71300	Accounting/Audit	\$ 25,784.45	\$ 30,000.00	\$ 4,215.55	85.95%	14.05%
71400	Lobbying Services	\$ -	\$ -			
<b>TOTAL</b>						
		\$ 268,031.45	\$ 911,890.00	\$ 643,858.55	29.39%	70.61%

## FY2021-2022 Payroll Actual versus Budget YTD

Account Number	Account Title	YTD Actual	YTD Budget	Remaining Budget \$	Budget Spent %	Remaining Budget %
Salaries		\$ 320,970.23	\$ 998,648.00	\$ 677,677.77	32.14%	67.86%
Benefits		\$ 102,497.14	\$ 334,900.00	\$ 232,402.86	30.61%	69.39%
Medical		\$ 90,639.53	\$ 251,154.00	\$ 160,514.47	36.09%	63.91%
<b>TOTAL</b>		<b>\$ 514,106.90</b>	<b>\$ 1,584,702.00</b>	<b>\$ 1,070,595.10</b>	<b>32.44%</b>	<b>67.56%</b>



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CASH FLOW STATEMENT  
FY2021-2022

General Account	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Balance 1st day of Month	\$ 3,598,536.16	\$ 3,682,006.88	\$ 3,634,606.92	\$ 3,831,291.71									
<b>Cash Receipts</b>													
User Fees	\$ 148,866.77	\$ 170,188.80	\$ 154,071.33										\$ 473,126.90
Connection Fees	\$ 4,080.00	\$ 1,100.00	\$ 660.00	\$ 2,200.00									\$ 8,040.00
Capacity Fees	\$ 55,480.00	\$ 15,200.00	\$ 8,360.00	\$ 30,400.00									\$ 109,440.00
Acresage Fees	\$ -	\$ -	\$ -										\$ -
Annexation Fees	\$ -	\$ -	\$ 1,000.00										\$ 1,000.00
Consolidated Tax (SCCRT)	\$ 11,221.62	\$ 11,221.62	\$ 11,221.62	\$ 11,221.62									\$ 44,886.48
Ad Valorem	\$ 1,925.12	\$ 13,144.61	\$ 160,447.98	\$ 25,477.48									\$ 200,995.19
Pass-Through Reimbursement	\$ -	\$ 21,510.00	\$ 400.00										\$ 21,910.00
GRGD	\$ -	\$ -	\$ 110,346.93										\$ 110,346.93
Health Ins Reimbursement	\$ 209.69	\$ 209.69	\$ 209.69	\$ 209.69									\$ 838.76
Other	\$ 125.00	\$ 588.96	\$ 125.00										\$ 838.96
<b>Total Cash Receipts</b>	\$ 221,908.20	\$ 233,163.68	\$ 446,842.55	\$ 69,508.79	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 971,423.22
<b>Cash Paid Out</b>													
Capital Expenses	\$ 13,288.82	\$ 12,266.20	\$ 21,326.52	\$ 17,555.89									\$ 64,437.43
Plant Expenses	\$ 4,085.87	\$ 70,817.65	\$ 27,232.46	\$ 46,790.94									\$ 148,926.92
Collections Expenses	\$ 205.99	\$ 1,804.06	\$ 1,488.66	\$ 1,612.01									\$ 5,110.72
Lab Expenses	\$ 130.00	\$ 460.00	\$ 1,303.98	\$ 2,353.77									\$ 4,247.75
Reservoir/Effluent Expenses	\$ 473.75	\$ 480.98	\$ 4,635.24	\$ 66.11									\$ 5,656.08
General & Administration Exp	\$ 2,826.10	\$ 17,538.90	\$ 17,978.08	\$ 13,271.60									\$ 51,614.68
Payroll-Related Expenses	\$ 16,331.95	\$ 13,117.35	\$ 4,160.00	\$ 7,271.25									\$ 54,166.98
Professional Fees	\$ 37,342.48	\$ 130,563.64	\$ 100,157.76	\$ 106,977.23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,880.55
<b>Total Expenses</b>	\$ 37,342.48	\$ 130,563.64	\$ 100,157.76	\$ 106,977.23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 375,041.11
Voided Checks / Returned Items													\$ -
Prepaid Claims for FY 21-22													\$ -
Accrued Expenses	\$ 1,095.00												\$ -
Transfers from Other Accounts													
Transfers To Other Accounts	\$ 100,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00									\$ 550,000.00
<b>Total Balance last day of month</b>	\$ 3,682,006.88	\$ 3,634,606.92	\$ 3,831,291.71	\$ 3,643,823.27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



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CASH FLOW STATEMENT

FY2021-2022

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
<strong>Payroll Account</strong>													
Balance 1st of Month	\$ 42,864.65	\$ 58,721.33	\$ 84,787.01	\$ 132,947.41									\$ 550,000.00
Transfer from Checking	\$ 100,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00								\$ 42.67
Interest	\$ 12.33	\$ 15.04	\$ 15.30										\$
Voided Checks	\$												\$
Payroll Expenses	\$ 84,155.65	\$ 123,949.36	\$ 101,854.90	\$ 149,281.73									\$ 459,241.64
Total Balance last day of month	\$ 58,721.33	\$ 84,787.01	\$ 132,947.41	\$ 133,665.68	\$	\$	\$	\$	\$	\$	\$	\$	\$
<strong>LCIP POOL Account</strong>													
Balance 1st of Month	\$ 6,190,298.67	\$ 6,152,646.46	\$ 6,153,455.62	\$ 6,154,223.59									\$
Transfer from Checking	\$												\$
Interest Earned	\$ 881.10	\$ 809.16	\$ 787.97										\$ 2,458.23
ARRA Payment	\$ 38,533.31												\$ 38,533.31
Transfer to Other Accounts	\$												\$
Balance last day of month	\$ 6,152,646.46	\$ 6,153,455.62	\$ 6,154,223.59	\$ 6,154,223.59	\$	\$	\$	\$	\$	\$	\$	\$	\$
<strong>ARRA Bond Restricted Account</strong>													
Balance 1st of Month	\$ 83,013.60	\$ 83,025.42	\$ 83,037.75	\$ 83,048.11									\$
Transfer from Other Accounts	\$												\$
Interest Earned	\$ 11.82	\$ 12.33	\$ 10.36										\$ 34.51
Transfer to Other Accounts	\$												\$
Balance last day of month	\$ 83,025.42	\$ 83,037.75	\$ 83,048.11	\$ 83,048.11	\$	\$	\$	\$	\$	\$	\$	\$	\$
<strong>Petty Cash</strong>													
Balance 1st of Month	\$ 500.00	\$ 500.00	\$ 500.00	\$ 250.00									\$ 240.00
Expenses	\$		\$ 240.00	\$									\$ 240.00
Reimbursements	\$			\$ 240.00									\$
Balance last day of month	\$ 500.00	\$ 500.00	\$ 250.00	\$ 500.00	\$	\$	\$	\$	\$	\$	\$	\$	\$
<strong>TOTAL CASH</strong>	\$ 9,976,900.09	\$ 9,956,387.30	\$ 10,201,770.82	\$ 10,015,260.65	\$	\$	\$	\$	\$	\$	\$	\$	\$

## ***Agenda Item 5***

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### ***Minutes from October 5, 2021 Regular Board Meeting***

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***Items in this Section Include:***

- ✓ ***October 5, 2021 Minutes***





Board of Trustees  
Minutes of Regular Meeting  
Tuesday, October 5, 2021  
6:00 P.M.  
Board Room  
Minden-Gardnerville Sanitation District  
1790 Hwy. 395  
Minden, Nevada

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Board Members Present:

Barbara Smallwood  
Ted Thrane  
Raymond Wilson  
Mary Schilling  
Mike King

Staff Members Present:

Peter Baratti  
LaVonne Ghanavati  
Bruce Scott  
April Burchett  
Bill Peterson  
Cliff Simpson

Others Present:

Sondra Condron  
David Park  
Gary Thurm  
Catherine Hansford  
Leah Hoover

Board Members Absent:

None

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

***Public Comment:*** There was no public comment.

***Chairman's Comment:*** Barbara requested that Item 7 on the agenda be heard prior to Item 6. The Board concurred.

***Claims Review and Approval:*** Ray asked why Item 30 for Southwest Gas was much higher than last year's bill. Peter noted a \$3,000 reduction in the power bill. In response to the gas bill, we have utilized natural gas in the colder weather and the boilers were switched to natural gas to achieve the Co-Gen runs. He hoped the numbers will be reduced going forward. Barbara asked if Item 13 for Gardnerville Water Co. was related to the project in front of Meek's. Peter stated that is bulk water used for line cleaning, for the area in front of Meek's as well as other areas. Barbara asked about Item 36 for Western First Aid and Safety, and Peter stated it was for first aid supplies and CPR training. **Motion by Ray Wilson to approve the claims received for September, 2021 in the amount of \$76,411.84 plus miscellaneous expenses in the amount of \$1,713.10, and to approve the payroll-related expenses paid during September, 2021 in the**



Minutes  
October 5, 2021  
Page 2

**amount of \$124,849.72.** Seconded by Ted Thran. There was no discussion on the motion. Motion carried [5 ayes (King, Schilling, Smallwood, Thran, Wilson), 0 nays, 0 abstain, 0 absent].

**Minutes of September 7, 2021 Regular Board Meetings:** Barbara requested 3 changes to the minutes:

- Delete the first sentence under the Chairman's Report;
- On Page 1 under the Claims Review and Approval, change \$2,00 to \$2,000;
- On Page 3 under the District Manager's Report, delete the sentence that Chuck Hathoot sold the project. She had incorrect information.

**Motion by Ted Thran to approve the minutes of the September 7, 2021 Regular Board Meeting with the noted corrections.** Seconded by Mary Schilling. Motion carried [4 ayes (Schilling, Smallwood, Thran, Wilson), 0 nays, 1 abstain (King), 0 absent].

**Park Ranch Holdings Annexation:** Represented by Gary Thurm and David Park. Barbara Smallwood disclosed that she has known Gary Thurm and David Park for many years, but she felt that none of their interactions precluded her from making a decision on this item. Bruce Scott disclosed that Resource Concepts, Inc. had done work on a boundary line adjustment for Mike Gilbert between the subject parcel and Mike Gilbert's parcel, but felt this did not present a conflict of interest in representing the Board on the annexation.

Bruce stated that the item on tonight's agenda was to recognize that the parcel is not contiguous to the MGSD district boundary, so the parcel is eligible for service under contract of service. They will need to come back in November for the public hearing. He noted that the Bently Science Park is also served under contract.

Ray wanted the applicants to understand the tax in-lieu-of fee that is charged under a contract of service. Gary Thurm asked about more details on the contract fee and expressed concern about the acreage fee. He wondered if it would be beneficial to create a smaller parcel under the boundary line adjustment process and put that smaller parcel under contract of service. Bruce stated that it is MGSD's policy to bring in the entire parcel. He also explained that bringing in the entire parcel now is a benefit to the Parks since the Board is in the process of a rate study and the acreage fee may be affected by the rate study. Once the parcel is developed further, those acreage fees will already have been paid at a potentially lower rate.



Minutes  
October 5, 2021  
Page 3

Gary expressed his frustration at the County's requirement to have MGSD serve the project. He didn't think it was the County's intent to punish a rancher with this policy, that it was intended for smaller parcels in subdivisions. The Parks weren't planning on connecting to MGSD's system, since they were going to do onsite treatment on a seasonal basis. These are a lot of unanticipated costs.

Ray asked if they preferred to continue the item. Bruce stated that he would be happy to sit down with Gary and David to see if there is something that can be worked out. He cautioned them that it would be easier for them to work with MGSD than to have their own system and be under the jurisdiction of the EPA. Connecting to MGSD takes them out from under the authority of the state or the federal government. If they move forward with a seasonal plan, they would fall under EPA approval. David Park asked that the Board act on the agenda item.

**Motion by Ray Wilson to accept the Petition for Annexation from Park Ranch Holdings for a contract of sewer service for 34.62 acres located at 1300 Buckeye Rd. (APN 1320-28-000-041), set the public hearing date for contract of service at the November 2, 2021 Regular Board Meeting subject to the submittal of the preliminary title report from the applicant prior to the public hearing date, and to direct staff to place the notice of public hearing in the Record Courier. All rules, regulations, and requirements of MGSD are to be met and all fees paid. Seconded by Ted Thran.<sup>1</sup> Motion carried [5 ayes (King, Schilling, Smallwood, Thran, Wilson), 0 nays, 0 abstain, 0 absent].**

**MGSD Rate Study:** Represented by Catherine Hansford. Peter stated that Catherine is in attendance to go over some of the points in her contract. Since additional material will need to be reviewed due to the Master Plan, her contract needed to be modified. In the meantime, we can proceed with the review of the some of the administrative fees. Catherine noted a couple of typographical errors on page 2 of Exhibit B. In the 2<sup>nd</sup> paragraph the effective date of the new rates should be January 1, 2023, and the date shown in the last sentence should be December 2022. She confirmed that MGSD can move forward on reviewing the administrative fees while the Master Plan is being completed by HDR. Ray asked for confirmation that the contract includes additional time for project management and aiding staff. Mike referred to the "Shopping List" presented by staff at the June Board meeting and noted that there wasn't an

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<sup>1</sup> Original motion did not include the address or APN. The motion was amended by Mr. Thran with the agreement of Mr. Wilson.



Minutes  
October 5, 2021  
Page 4

opportunity for the trustees to approve the projects on that list. He thought it would be helpful if the Board can agree on what it wants to do. He stated that moving forward with every project may not be financially feasible, so some decisions will have to be made on what the priorities are. Peter stated that he did not think there was anything extravagant on the list, but we may have a different view of things when HDR completes the Master Plan. Discussion followed regarding the Master Plan being prepared by HDR Engineering. Peter stated that the Master Plan will determine the "Shopping List" and outline the priorities. Ted agreed and stated that he would like to see staff and Catherine proceed with the review of the administrative fees while HDR is completing the Master Plan. Catherine explained that typically a board adopts a Capital Improvement Plan, or a Master Plan in MGSD's case, and then proceeds with a rate study to fund the CIP. MGSD is moving forward with both processes at the same time.

Barbara was concerned that the proposal still showed a comparison with other entities, as well as a buy-in of facilities. She emphasized that MGSD is unique. Catherine explained that the scope was written using generic language, and it may be that some of the items do not apply to MGSD. Barbara said we don't construct lines, for example, so she questioned why our rates would compare to others. Ted explained that even though we don't construct the lines, we do need money to maintain and replace them. Catherine stated that some of the fees will need to wait until HDR completes their study, and some of the items may not apply once we get further into the study. Catherine explained that MGSD does not need to change its rate structure at this time. Billing based on EDU usage is working well for the District. Bruce clarified that Catherine's language is trying to build on a proposal rather than a scope. After receiving further information from staff, she will be able to narrow her language to make it more applicable to MGSD.

Ray stated that he was initially going to deny this item, but he now thinks this study will be a useful tool for future boards and their planning needs. Mike stated that the current trustees owe it to the District to analyze the health and stability of MGSD. He thought that all the board members hoped that MGSD was in great financial health and rates won't need to be raised. But if we do need to raise them, we will have done it methodically will be able to justify the rates. Barbara stated that she did not vote for a rate study, but she would like the Trustees to be in concurrence regarding the approved project list before proceeding. Bruce noted that this is not the final option for the Board. There will be workshops and the Trustees will be able to see alternatives for future plant projects and they will be able to determine the impacts of each alternative in order to determine the best way to move forward.

**Motion by Ted Thran to approve the Amended Scop of Services (Exhibit A) and the Amended Budget and Schedule (Exhibit B) to the Contract with Consultant for Rates**



Minutes  
October 5, 2021  
Page 5

**Study between Hansford Economic Consulting and MGSD and the Sewer Rate Study Updated Proposal dated June 4, 2020, prepared by Hansford Economic Consulting, and to increase the contract amount as proposed in Exhibit B by \$10,500 to a total of \$31,850.** Seconded by Mary Schilling. Motion carried [5 ayes (King, Schilling, Smallwood, Thran, Wilson), 0 nays, 0 abstain, 0 absent].

**Heybourne Meadows Phase IIIA Record Drawings** – Represented by Leah Hoover, R.O. Anderson Engineering, Inc. Bruce explained this item is for the acceptance of the sewer mains in a portion of the Heybourne development. He noted that the phasing is complicated, so there is an amended revised letter to clarify this. The improvements are complete, and they have been inspected and reviewed. He recommended approval and acceptance. Upon question by the Chairman, Leah Hoover confirmed that they were in receipt of RCI's letter and agreed with its terms. **Motion by Mary Schilling to approve the record drawings for Heybourne Meadows Phase IIIA prepared by R.O. Anderson Engineering, Inc., and to accept the sewer mains within Phase IIIA for maintenance, subject to the letter received by Resource Concepts, Inc., dated September 30, 2021. All rules, regulations, and requirements of MGSD are to be met and all fees paid.** Seconded by Ted Thran. Motion carried [5 ayes (King, Schilling, Smallwood, Thran, Wilson), 0 nays, 0 abstain, 0 absent].

**Heybourne Meadows Phase IVB/VB Record Drawings** – Represented by Leah Hoover, R.O. Anderson Engineering, Inc. Bruce stated that the improvements have been field verified, and he recommended approval and acceptance. Barbara asked that Bruce and Peter coordinate with Douglas County regarding their new standards to prevent the "hopscotching" of the phases in future developments. Bruce stated they would be happy to provide input to the County. Upon question by the Chairman, Leah Hoover confirmed that they were in receipt of RCI's letter and agreed with its terms. **Motion by Ray Wilson to approve the record drawings for Heybourne Meadows Phase IVB/VB prepared by R.O. Anderson Engineering, Inc., and to accept the sewer mains within Phase IVB/VB<sup>2</sup> for maintenance, subject to the letter received by Resource Concepts, Inc., dated September 30, 2021. All rules, regulations, and requirements of MGSD are to be met and all fees paid.** Seconded by Ted Thran. Motion carried [5 ayes (King, Schilling, Smallwood, Thran, Wilson), 0 nays, 0 abstain, 0 absent].

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<sup>2</sup> Prepared language by staff included incorrect phase number, and was corrected after the second, with the approval of Mr. Wilson and Mr. Thran.





Minutes  
October 5, 2021  
Page 6

**District Manager Annual Report** – Barbara stated that she requested this item to be placed on the agenda so the Board can discuss the topics they would like to have Peter include in his next annual report. Ray stated he would like Peter to discuss how many employees MGSD has and how many were hired each year. He would also like an annual total of EDU's sold. Barbara asked that Peter work with the County's Clerk-Treasurer to make sure MGSD's District Boundaries are clear. There are a lot of new voters, and the County needs to make certain that the ballots are correct for each district. She also would like to know how many miles of sewer mains are added each year, as well as how many will serve letters are issued and for how many units. She would also like to see a list of all the annexations and contracts of service approved for the year. In addition, she would like Peter to include how many customers we serve – not accounts but the number of hookups – and how many are residential and commercial. Peter felt this was excellent input, and he will incorporate these items in his next report. Barbara stated she wants to move forward on the mission statement and the goals of the District, and she thought the planning process should include staffing over the next 5 years. She would like to plan a board retreat to address these items. Bill Peterson recommended that Peter include a section regarding the breakdown of GRGID revenues and any increases in the edu's served by GRGID.

**Attorney-Client Conference** – Bill Peterson apologized for not being able to attend last month's meeting. He and April discussed the status of the contract with Pine View Estates. Bill explained that USDA has reviewed it and has some markups, but April has received further requirements from NDEP. April stated that she received a call from Jason Cooper at NDEP who had concerns that in the draft contract. He felt that MGSD was taking on too much responsibility with respect to the federal requirements that are involved with the principal forgiveness loan. He has sent sample language to April, and she and Bill will review it and begin amending the agreement. It will be a couple of months before the contract will be ready to approve. The Board stated their appreciation with Jason bringing this to our attention. Bruce stated that he has worked with Jason at NDEP on the Safe Drinking Water area, and NDEP appreciates the Board's willingness to work with Pine View Estates to resolve their problem. He will be seeing Jason in the next few days and will pass the Board's appreciation on to him.

**Engineer's Report** – Bruce reported on the following:

**GRGID Interceptor Line:** RCI staff is working with Q&D Construction regarding construction of the siphon under the river before the river gets too high. Q&D has obtained approval from

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Minutes  
October 5, 2021  
Page 7

NDOT to run the bypass line over the bridge, which will require much less permitting. Because it will not need to be there for too long, NDOT is going to allow them to close down one lane and run it on the surface. Bruce thought this would work out very well.

Park Meat Processing Facility: He has worked with Gary Thurm regarding the Park project on Buckeye Rd. Bruce emphasized that they will need to meet MGSD's pretreatment standards. He is not concerned that their effluent will cause MGSD any problems.

Belt Press Project: Peter has been working with Presley at RCI and with HDR regarding the Belt Press Project, and that is moving forward.

Hwy. 395 NDOT Project: RCI staff has been coordinating with NDOT regarding their overlay project planned in a couple of years. This will allow us to dig up and clean and possibly rebuild some of the manholes on the 15" main on Hwy. 395. He will put together a project to coincide with NDOT's project. He anticipates that something will be ready to move forward in the next 4 to 6 months. There is some additional information needed with respect to Town of Gardnerville's drainage project, and he is monitoring that. Peter noted that Jeremy Hutchings at the County is working on that as well. Ted asked if this is going to be a multi-agency project, and whether Town of Minden could take advantage of this for some of their planned work, especially to move the power lines underground. Bruce said it's the first time NDOT has done any work in the Towns in awhile, so now is a good time for any work to occur within the highway. Barbara asked Bruce to speak with Jeremy at the County and JD Frisby at the Town of Minden to coordinate any projects they may have.

Ray asked Peter and Bruce if they are comfortable with the Park meat processing project on Buckeye, and how the staff will monitor the effluent. Peter and Bruce both stated MGSD is better able to handle the BOD's from an organic facility than what a metal plating facility would put out, such as chromium, cadmium or other heavy metals. Bruce pointed out that this project will be handled the same way as the Bently Heritage project, and we will monitor quality as well as quantity. Peter stated that the location of the project will also be good because of the dilution through the system before it gets to the plant.

**District Manager's Report** -- Peter reported on the following:

Projects in the District: In addition to the projects approved tonight, a couple of other projects are moving forward, notably The Downs at Monterra, Residence 1861, and Thorobred Crossing.

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Minutes  
October 5, 2021  
Page 8

The testing and inspection are complete on these projects. Residence 1861 and Thorobred Crossing need additional paving before they can complete the as-builts. He anticipates as-builts for The Downs to be submitted soon.

Gate Project: He is scheduling a meeting with Tesco and Artistic Fencing to utilize Tesco's infrastructure for the intercom system. Staff is also working on obtaining the gate signage. He is also working on tying up the loose end on the Knox boxes so fire department can gain access. Once the boxes are ordered there is a time limit for the fire department to approve the boxes. Due to the fire, this deadline was missed by East Fork Fire District. They have been reordered and we're waiting for a tracking number.

Gilman Ave. New Construction: There is an issue with the sewer lateral location on the three Carter Hill parcels on Gilman. The sewer line is in Pebble Creek's property behind the Carter Hill properties. They are preparing an easement to allow the lateral to cross the property line. Bruce stated that on private easements for laterals, we don't maintain the lateral, but we require an easement in order to protect the intervening owners.

Staff Items: The CPR class was well done and well attended by staff, and several employees are now able to operate the new defibrillator if needed.

GRGID Interceptor: Haas-Fricke has allowed us to install a gate at the rear of their property to allow us access to our line and manhole. We are also improving a wet well at that location. We put in a longer piece of culvert pipe located within the easement. This will give Q&D and the contractor better access to complete the rehab project. It will cost us a couple thousand dollars but it will be worth it for access. In response to Ray's comment regarding capturing staff time on this project, we have added an additional line item to our time sheets to keep track of MGSD's staff time.

Barbara asked about the will serve letter for the facility on Pinenut. She asked if this was for Gilbert's storage facility. Bruce explained that they are separate projects, and both are moving forward at the same time. The Gilbert project was on the Water Conveyance Advisory Committee this week, and has been approved for contract of service by MGSD. Discussion followed regarding the Pinenut facility in relation to the Hathoot project.

**Administrative Report by Staff** – April reported on the following:





Minutes  
October 5, 2021  
Page 9

The Utility Telecom item that was discussed at the September meeting was for the office phones. The amount shown was for two months, and she will be more conscientious in pointing that out on the Claim sheet. She was unsure why we have 4 different phone carriers. She recommended that we move from Utility Telecom to Frontier for the office phones since we are getting a lot of dropped calls. Over the next couple of years, the office phones will need to be replaced and she thought that would also be a good time to look at switching providers.

Regarding the new recording equipment, she hoped that the Board would not notice any difference once the microphones are in place. The microphones are not the type that the Trustees will need to turn on and off. The recording provider felt that was more than what we needed. The software will help April prepare more accurate minutes. Also, the Attorney General's office guidebook specifically states that public meetings should not utilize handheld recording devices, so this will also make MGSD compliant.

April stated that in the past the auditor has mentioned that the reports that are provided to the Board by staff are heavily reliant on the staff's integrity and accuracy, since they are prepared on Excel spreadsheets as opposed to being exported from the accounting software. April reported that on the Cash Flow sheet, there is a \$400,000 error shown in the bank transfers since she put those amounts on the wrong long. The transfers were added to the bank balances rather than subtracted. Corrected sheets have been provided. This highlights the need to provide more accurate financial reports to the Board. She and LaVonne are working on preparing the reports out of Great Plains. Barbara asked if those reports will look different. April explained that they are working on them to get the same information as the Excel sheets provide, but if the Trustees would like to see information that has not been provided before, such as check numbers, to let her know and they will try and work those in. April stated that samples can be provided to the Board for comment.

In addition to the extra line on the time sheet for GRGID, we will also be implementing a line on the time sheet for Pine View Estates to track staff time on that project.

Liens on the past due accounts. She has identified 32 accounts that are going to be subject to liens. She expressed concern because they are not the usual late paying customers. Many of these customers have always been very consistent in paying their bills on time, and she is going to be looking at these in more detail, so it may take awhile longer to file liens. She may also be approaching the board with regard to how to move forward on some of them. We want to be sensitive in case something tragic has happened. Some of the accounts are also new accounts, and the customers may not be aware that their sewer and water providers are separate.



Minutes  
October 5, 2021  
Page 10

**Board Comment** – Barbara asked the Trustees if they thought she should agendaize the direction to Peter and Bruce to work with the County on their Code update. The Trustees felt that the direction provided was adequate and did not need to be agendaized for action.

**Public Comment** – There was no public comment.

***Meeting adjourned 8:10 p.m.***

Approved by the Board of Trustees as presented on:

\_\_\_\_\_ By \_\_\_\_\_  
Date Ted Thran, District Secretary

:/ab

## ***Agenda Item 6***

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### ***Park Ranch Holdings Petition for Annexation***

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***Items in this Section Include:***

- ✓ ***Annexation Application***
- ✓ ***Proof of Publication***
- ✓ ***Letter from Resource Concepts, Inc., dated September 29, 2021***
- ✓ ***Preliminary Title Report***
- ✓ ***Vicinity Map***
- ✓ ***Boundary Line Adjustment Deed, Doc. No. 2021-967181***



## PETITION FOR ANNEXATION

ASSESSOR PARCEL NO. OF PROPERTY: 1320 · 28 · 000 · 041

TOTAL ACREAGE TO BE ANNEXED: \_\_\_\_\_

ADDRESS OF PROPERTY (if known): 1300 Buckeye Rd.

PROPERTY NEAREST TO: ☒ Town of Minden ☐ Town of Gardnerville

PROPERTY OWNER (attach additional sheets if needed):

NAME: Park Ranch Holdings

ADDRESS: 1300 Buckeye Rd.

CITY: Minden STATE NV ZIP 89423

PHONE NO. 775 · 782 · 7275 FAX NO. none

### 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).

**ACKNOWLEDGEMENT OF FEE OWNERS:**

We, the fee owners of the described property in Exhibit "A" or Legal Description attached to the Petition, hereby petition the MINDEN-GARDNERVILLE SANITATION DISTRICT for annexation to the District.

DATED: September 20, 2021

[Signature]  
OWNER

\_\_\_\_\_  
OWNER

STATE OF Nevada )  
COUNTY OF Douglas ) : SS



On September 20, 2021, personally appeared before me, a Notary Public, David Park, who acknowledged that     he executed the above instrument.

[Signature]  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) : SS

On \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, a Notary Public, \_\_\_\_\_, who acknowledged that     he executed the above instrument.

\_\_\_\_\_  
Notary Public



**OWNERS' REPRESENTATIVE:**

NAME: Gary Thumm  
FIRM NAME: Three Castles Engineering  
ADDRESS: 1228 Pop Circle  
CITY: Gardnerville STATE NV ZIP 89410  
PHONE NO. 775-783-1058 FAX NO. \_\_\_\_\_

**AUTHORITY TO REPRESENT**

Gentlemen:

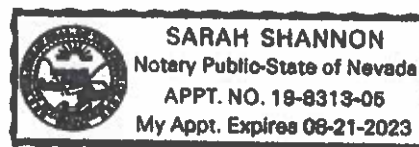
I, David Park, hereby authorize the above named representative, Gary Thumm, to represent me at the Minden-Gardnerville Sanitation District Board Meetings and act in any and every manner for me at such meetings as if I were present myself, giving and granting to such person, full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done for my benefit as if I was present myself. This authority to represent shall be limited to the above named representative, Gary Thumm.

This authority to represent shall commence upon the date of execution herein and shall continue up to and including this projects entirety, unless otherwise revoked by written notice from me.

IN WITNESS WHEREOF, I have executed this Authorization to Represent on this 20 day of September, 2021.

David Park  
Owner

STATE OF Nevada )  
COUNTY OF Douglas ) : SS



On September 20, 2021, personally appeared before me, a Notary Public, David Park, who acknowledged that he executed the above instrument.

[Signature]  
Notary Public





580 Mallory Way, Suite 200, Carson City, NV  
89701 PO Box 648, Carson City, NV 89702  
(775) 881-1201 FAX: (775) 887-2408

Customer Account #: 5232

**Legal Account**

MINDEN-GARDNERVILLE SANITATION DIST

PO Box 568  
1790 Hwy 395  
Minden, NV 89423

**Jody Mudgett says:**

That she is a legal clerk of the  
**Record Courier** a newspaper published  
Thursday and Saturday  
at Gardnerville, in the State of Nevada.

**Copy Line**

10/14, 21, 28 RC Annex Park Ranch Holdings

**PO #:**

**AD #:** 17878

of which a copy is hereto attached, was published  
in said newspaper for the full required period of 3  
time(s) commencing on 10/14/2021  
and ending on, 10/28/2021  
all days inclusive.

**Signed:**

**Statement:**

Date	Amount	Credit	Balance
10/28/21	876.50	0.00	876.50

NOTICE is hereby given that PARK RANCH HOLDINGS, LLC has petitioned the Minden-Gardnerville Sanitation District for negotiations for annexation of the below described lands into the Minden-Gardnerville Sanitation District.

All that certain real property situate within the north one-half (N1/2) of Section 28 Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, State of Nevada, described as follows; COMMENCING at the northwest corner of Parcel 15 as shown on the Map of Division Into Large Parcels filed for record June 15, 2009 in the Office of the County Recorder, as Document No. 745140; Thence along the westerly line of said Parcel 15, South 00°29'45" West, a distance of 455.41 feet to a point on the westerly right-of-way line of Muller Parkway as described in the Grant, Bargain and Sale Deed to Douglas County, filed for record April 22, 2020 in the Office of the Douglas County Recorder as Document No. 2020-945079, and the TRUE POINT OF BEGINNING; Thence along said westerly right-of-way line the following four (4) courses and distances: Southeasterly 565.83 feet along the arc of a curve to the right, having a radius of 1297.50 feet and a central angle of 24°59'10", non-tangent to the preceding course, with a radial bearing of North 41°10'45" East; South 23°50'05" East, a distance of 1,768.64 feet; Southerly 84.59 feet along the arc of a 100.00 foot radius tangent curve to the right through a central angle of 48°28'03" to a point of reverse curvature; Southwesterly 14.09 feet along the arc of a 130.00 foot radius tangent curve to the left through a central angle of 06°12'31" to a point on the northerly right-of-way line of Buckeye Road line as shown on said map; Thence along said northerly right-of-way line of Buckeye Road, North 89°29'43" West, a distance of 1,377.43 feet to the southwest corner of Parcel 16 of said Map of Division Into Large Parcels; Thence along the westerly line of said Parcel 16 the following five (5) courses and distances: North 00°30'17" East, a distance of 867.25 feet; North 31°17'16" East, a distance of 981.19 feet; North 58°42'44" West, a distance of 141.40 feet; Northwesterly 75.37 feet along the arc of a 1,500 foot radius tangent curve to the right through a central angle of 02°52'44"; North 00°29'45" East, a distance of 333.23 feet to the POINT OF BEGINNING.

Assessor's Parcel No. 1320-28-000-041  
Containing 37.62 acres more or less.

The Board of Trustees has set Tuesday, November 2, 2021 at 6:00 P.M. at the offices of the Minden-Gardnerville Sanitation District located at 1790 Hwy. 395, Minden, Nevada as the time and place to hold a meeting open to the public and to vote on the above annexation.

Dated: October 8, 2021

Barbara S. Smallwood, Chairman  
Minden-Gardnerville  
Sanitation District

Pub: October 14, 21, 28, 2021 Ad#17878





September 29, 2021

*Via email:*

[aburchett@mgsdistrict.org](mailto:aburchett@mgsdistrict.org)

[threecastlesengineering@gmail.com](mailto:threecastlesengineering@gmail.com)

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

***Subject: Park Ranch Holdings' Petition for Annexation***

Dear Chairman Smallwood and Members of the Board:

Park Ranch Holdings has made a request for annexation of a 34.62-acre parcel which fronts Buckeye Road and includes the Park Ranch offices, approximately 1000' north of Buckeye Road. This is a long irregularly shaped parcel which is adjacent to the proposed Muller Parkway on the north side of Buckeye Road.

This parcel is not contiguous to our existing district boundary, but because of its location and access to MGSD facilities (the Interceptor in Buckeye Road) this property would be subject to Board consideration for service by contract.

At this time, the quantity and quality of the proposed effluent have not been completely determined, and they are not part of this particular application or request. Although it is anticipated the volumes from the proposed harvest facility will not be great, a pre-treatment program will be required. This will be reviewed by staff and brought to the Board at a future date when sufficient information is available to present for consideration.

We would recommend that the Board authorize the publication of the annexation request together with the legal description and place the item on the November agenda for consideration of annexation or contract of service.

Project representatives will be available to answer questions at the Board meeting.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bruce R. Scott", is written over a horizontal line.

Bruce R. Scott, P.E.  
District Engineer

BRS/sb

cc: Park Ranch Holdings, LLC  
Three Castles Engineering  
Presley Cochran, EI

**CARSON CITY**

340 North Minnesota St.  
Carson City, NV 89703-4152  
(775) 883-1600 • fax: (775) 883-1656

**Engineering • Surveying • Water Rights  
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(775) 588-7500 • fax: (775) 589-6333



Chicago Title Insurance Company

GUARANTEE NO.: NV-FARE-IMP-72G28-1-21-02106695

## CLTA GUARANTEE FACE PAGE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

### CHICAGO TITLE INSURANCE COMPANY

*a corporation, herein called the Company*

### GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

Chicago Title Insurance Company

Countersigned:

By: 

Authorized Signature



By:   
Randy Quirk  
President

ATTEST   
Marjorie Nemzura  
Corporate Secretary

## GUARANTEE EXCLUSIONS AND CONDITIONS (06-05-14)

### EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property, or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

### GUARANTEE CONDITIONS

#### 1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under Nevada statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

#### 2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

#### 3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

#### 4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will

the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

#### 5. Proof of Loss or Damage.

(a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

(b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

#### 6. Options to Pay or Otherwise Settle Claims; Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

(b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

(c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

#### **7. Limitation of Liability.**

(a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.

(b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.

(d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

#### **8. Reduction of Liability or Termination of Liability.**

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

#### **9. Payment of Loss.**

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

#### **10. Subrogation Upon Payment or Settlement.**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle

in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

#### **11. Arbitration.**

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

#### **12. Liability Limited to This Guarantee; Guarantee Entire Contract.**

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

#### **13. Severability**

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

#### **14. Choice of Law; Forum**

(a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

#### **15. Notices, Where Sent.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at Chicago Title Insurance Company, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.

## CONDITION OF TITLE GUARANTEE

### SCHEDULE A

Order No.: **02106695-020-RLT**

Guarantee No.: **NV-FARE-IMP-72G28-1-21-02106695**

Amount of Liability: **\$5,000.00**

Date of Guarantee: **October 14, 2021 at 7:30a.m.**

Fee: **\$500.00**

1. Name of Assured:

**Park Ranch Holdings, LLC**

2. The estate or interest in the Land which is covered by this Guarantee is:

**A FEE**

3. The Land referred to in this Guarantee is described as follows:

**See Exhibit A attached hereto and made a part hereof.**

4. ASSURANCES:

According to the Public Records as of the Date of Guarantee,

a. Title to the estate or interest in the Land is vested in:

**Park Ranch Holdings, LLC, a Nevada limited liability company**

b. Title to the estate or interest is subject to defects, liens or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

**EXHIBIT A**  
**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

All that certain real property situate in the County of **Douglas**, State of Nevada, described as follows:

All that certain real property situate within the north one-half (N ½) of Section 28 township 13 North, Range 20 East, mount diablo Meridian, Douglas County, State of Nevada, described as follows:

COMMENCING at the northwest corner of Parcel 15 as shown on the Map of division into Large Parcels filed for record June 15, 2009 in the Office of the Douglas County Recorder, as document No. 745140;

Thence along the westerly line of said Parcel 15 South 00°29'45" West, a distance of 455.41 feet to a point on the Westerly right-of-way line of Muller Parkway as described in the Grant, Bargain and Sale Deed to Douglas County, filed for record April 22, 2020 in the Office of the Douglas County Recorder as Document No. 2020-945079, and the True Point of Beginning;

Thence along said westerly right-of-way line of Muller Parkway the following four (4) courses and distances:

Southeasterly 565.83 feet along the arc of a curve to the right, having a radius of 1297.50 feet and a central angle of 24°59'10", non-tangent to the preceding course, with a radial bearing of North 41°10'45" East;

South 23°50'05" East, a distance of 1,768.64 feet;

Southerly 84.59 feet along the arc of a 100.00 foot radius tangent curve to the right through a central angle of 48°28'03" to a point of reverse curvature;

Southwesterly 14.09 feet along the arc of a 130.00 foot radius tangent curve to the left through a central angle of 06°12'31" to a point on the northerly right-of-way line of Buckeye Road line as shown on said map;

Thence along said northerly right-of-way line of Buckeye road, North 89°29'43" West, a distance of 1,377.43 feet to the southwest corner of Parcel 16 of said Map of Division into Large Parcels;

Thence along the Westerly line of said Parcel 16 the following five (5) courses and distances;

North 00°30'17" East, a distance of 867.25 feet;

North 31°17'16" East, a distance of 981.19 feet;

North 58°42'44" West, a distance of 141.40 feet;

Northwesterly 75.37 feet along the arc of a 1,500.00 foot radius tangent curve to the right through a central angle of 02°29'45" East, a distance of 333.23 feet to the Point of Beginning.

Note: Document No. 2021-967181 is provided pursuant to the requirements of Section 6.NRS 111.312.

EXCEPTING THEREFROM all that portion described in Document No. 2020-945079, recorded April 22, 2020, Official Records of Douglas County, State of Nevada.

APN: 1320-28-000-041

**SCHEDULE B**

1. General and special State, County and/or City property taxes, including any personal property taxes and any assessments collected with taxes, payable in four (4) quarterly installments (due on or before 3rd Monday in August and 1st Monday in October, January and March, respectively) are as follows:

Assessor's Parcel No.: **1320-28-000-041**  
Fiscal Year: 2021-2022  
Total Taxes: \$15,936.18  
1st Installment: \$3,984.06 PAID  
2nd Installment: \$3,984.04 PAID  
3rd Installment: \$3,984.04 OPEN  
4th Installment: \$3,984.04 OPEN

2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Nevada Revised Statutes.
3. Any liens, charges or assessments levied by the Round Hill General Improvement District by reason that the Land is located within said district.
4. Any liens, charges or assessments levied by the Douglas County Sewer Improvement District by reason that the Land is located within said district.
5. Any liens, charges or assessments levied by the Town of Minden and Minden/Gardnerville Sanitation District by reason that the Land is located within said district.
6. Any liens, charges or assessments levied by the Allerman Upper Virginia Ditch Association by reason that the Land is located within said district.
7. The Land lies within the boundaries of an Agricultural or Open Space Use Assessment District and is potentially subject to deferred real property taxes, the amount is undetermined until the time of conversion.
8. Water rights, claims or title to water, whether or not disclosed by the public records.
9. Rights of way for any existing roads and alleys, trails, canals, ditches, flumes, conduits, pipes, poles or transmission lines on, under, over, through or across the Land.
10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
Granted to: Truckee River General Electric Company  
Purpose: pole lines for the transmission of electric current  
Recording Date: August 12, 1907  
Recording No: Book B, Page 217, Miscellaneous Records  
The exact location and extent of said easement is not disclosed of record.
11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as delineated on or as offered for dedication on  
Map/Plat: Land division Map  
Recording Date: September 27, 1978  
Recording No: Book 978, Page 1935, Instrument No. 25700, of Official Records

**SCHEDULE B**  
**(Continued)**

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as delineated on or as offered for dedication on

Map/Plat: Amended Record of Survey  
Recording Date: June 16, 1988  
Recording No: Book 688, Page 2520, Instrument No. 180280, of Official Records

13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Town of Minden  
Purpose: Installation and maintenance of a water line  
Recording Date: October 8, 1996  
Recording No: Book 1096, Page 1276, Instrument No. 398244, of Official Records

14. Terms, provisions and conditions as contained in an instrument

Entitled: Development Agreement  
Executed by: Park Cattle Co. a Nevada Corporation and Douglas County, a political subdivision of the State of Nevada  
Recording Date: January 31, 2005  
Recording No.: Book 105, Page 10722, Instrument No. 635615, of Official Records

An agreement to modify the terms and provisions of the said document, as therein provided

Recording Date: November 14, 2007  
Recording No.: Book 1107, Page 3403, Instrument No. 712986

15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Douglas County, a political subdivision of the State of Nevada.  
Purpose: Perpetual right-of-way for the location, construction and maintenance of public road  
Recording Date: December 27, 2005  
Recording No: Book 1205, 11985, Instrument No. 664459, of Official Records

16. Terms, provisions and conditions as contained in an instrument

Entitled: Deed Restriction  
Executed by: Edgewood Companies  
Recording Date: May 20, 2009  
Recording No.: Book 509, Page 5306, as Document No. 743582, Official Records  
Affects: APN 1320-20-000-016, 017, 018  
APN 1320-21-000-014, 015, 016  
APN 1320-28-000-022, 023, 024, 025, 026, 027, 028, 029, 030, 031  
APN 1320-29-000-015  
APN 1320-29-501-002  
APN 1320-29-601-003  
APN 1320-33-001-008, 009, 010, 011, 012, 013, 014, 015



## SCHEDULE B (Continued)

17. Easement(s) and rights incidental thereto as delineated or as offered for dedication on the Map of Division of Land into Large Parcels LDA 07-035 for Edgewood Companies

Recording Date: June 15, 2009

Recording No.: Book 609, Page 4186, as Document No. 745140, Official Records

Terms, provisions and conditions as contained in an instrument

Entitled: Abandonment of Public Utility Easement

Recording Date: May 10, 2021

Recording No.: Instrument No. 2021-967179, of Official Records

18. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$3,000,000.00

Dated: July 20, 2017

Trustor/Grantor: Park Ranch Holdings, LLC, a Nevada limited liability company

Trustee: Ticor Title Company, a Nevada Corporation

Beneficiary: ROSS JEFFREY CHICHESTER, Trustee of the ROSS JEFFREY CHICHESTER TRUST dated January 21, 1993, as to an undivided 14.000% interest (representing a portion of the original principal contribution of \$420,000.00); ROSS J. CHICHESTER, Trustee of the SARAH CHICHESTER TRUST, Dated January 25, 1985, as to an undivided 2.666% interest (representing a portion of the original contribution of \$80,000.00); ANGELO PECORILLA, a married man as his sole and separate property, as to an undivided 16.666% interest (representing a portion of the original principal contribution of \$500,000.00); C & F LAND AND CATTLE, LLC, a Nevada Limited Liability Company, as to an undivided 8.333% interest (representing a portion of the original principal contribution of \$250,000.00); DONNA BROWDER, as to an undivided 36.667% interest (representing a portion of the original principal contribution of \$1,100,000.00); MAINSTAR TRUST, Custodian FBO Gregory V. Hoist, SEP-IRA #S2150482, as to an undivided 5.000% interest (representing a portion of the original contribution of \$150,000.00); D, GERALD BING, JR. TRUST, as amended and restated, as to an undivided 6.666% interest (representing a portion of the original principal contribution of \$200,000.00); WACHTEL ATTITUDE TRUST, as to an undivided 3.333% interest (representing a portion of the original principal contribution of \$100,000.00); GUILFOYLE FAMILY TRUST-CREDIT TRUST, as to an undivided 3.333% interest (representing a portion of the original principal contribution of \$100,000.00), and; GEORGETTE MADDOX 1988 LIVING TRUST AGREEMENT, as amended, as to an undivided 3.333% interest (representing a portion of the original principal contribution of \$100,000.00)

Recording Date: July 25, 2017

Recording No.: 2017-901846, Official Records

Affects: The herein described Land and other land.

and Re-Recording Date: July 27, 2017

and Re-Recording No: 2017-901914, Official Records

Reason: To correct one Beneficiary name

An agreement to modify the terms and provisions of said deed of trust as therein provided

Recording Date: March 9, 2018

Recording No.: 2018-911342, Official Records

**SCHEDULE B**  
**(Continued)**

An agreement to modify the terms and provisions of said deed of trust as therein provided

Recording Date: May 17, 2018

Recording No.: 2018-914356, Official Records

An agreement to modify the terms and provisions of said deed of trust as therein provided

Recording Date: August 13, 2020

Recording No.: Instrument No. 2020-950744, of Official Records

An agreement to modify the terms and provisions of said deed of trust as therein provided

Recording Date: August 25, 2021

Recording No.: Instrument No. 2021-973096, of Official Records

19. Terms, provisions and conditions as contained in an instrument

Entitled: Development Agreement

Executed by: Park Ranch Holdings, LLC, a Nevada limited liability company

Recording Date: August 15, 2019

Recording No.: 2019-933727, of Official Records, and by correction document recorded December 16, 2019 as Instrument No. 2019-939704

and Re-Recording Date: December 16, 2019

and Re-Recording No.: Instrument No. 2019-939704, of Official Records

20. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Douglas County, a political subdivision of the State of Nevada

Purpose: Ten foot public utility easement

Recording Date: May 10, 2021

Recording No.: Instrument No. 2021-967180, of Official Records

21. Easement(s) for the purpose(s) shown below and rights incidental thereto, as delineated on or as offered for dedication on

Map/Plat: Record of Survey

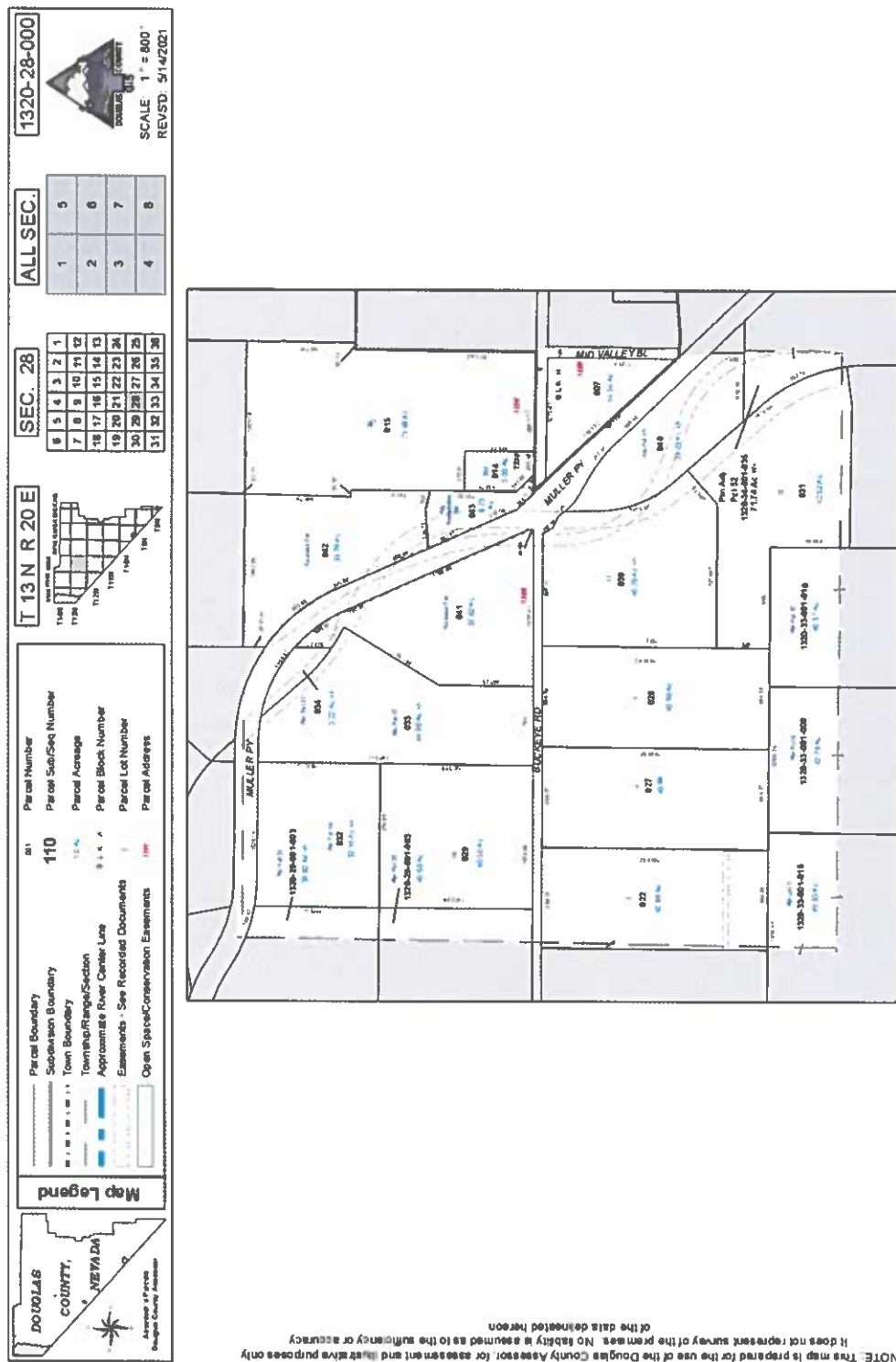
Recording Date: May 10, 2021

Recording No.: Instrument No. 2021-967184, of Official Records

22. The Land was approved for agricultural use assessment for taxation purposes by the county assessor and is subject to a potential lien for any deferred taxes which may be levied against said Land by reason of a change in use of said Land for purposes other than agricultural, as evidenced by document:

Recording Date: July 6, 2021

Recording No.: 2021-970431, of Official Records

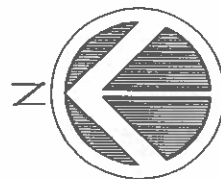


PARK RANCH HOLDINGS, LLC  
1300 BUCKEYE RD.  
MINDEN, NV  
APN 1320-28-000-041  
34.62 ACRES  
ZONING: A-19

BUCKEYE RD.

ORCHARD RD.

HWY. 395



VICINITY MAP

SCALE: NT5.

A portion of APN: 1320-28-000-025

When recorded, mail to:  
PARK RANCH HOLDINGS, LLC  
1300 Buckeye Road Suite A  
Minden, Nevada 89423



KAREN ELLISON, RECORDER

E03

The party executing this document hereby affirms that this document submitted for recording does not contain the social security number of a person or persons as required by NRS 239B.030.

BOUNDARY LINE ADJUSTMENT DEED

THIS Boundary Line Adjustment Deed is made this 23<sup>RD</sup> day of April, 2021, *D.P.*

2021, by and between, PARK RANCH HOLDINGS, LLC, a Nevada limited liability company, GRANTOR, and, PARK RANCH HOLDINGS, LLC, a Nevada limited liability company, GRANTEE.

WITNESSETH:

The undersigned GRANTOR, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto GRANTEE, and to its successors and assigns forever, all of their right, title, and interest across, upon, in and under that certain real property located in Douglas County, Nevada, more particularly described in Exhibit "A" which is incorporated by this reference as if fully set forth herein.

TO HAVE AND TO HOLD all and singular the premises, together with the appurtenances, including but not limited to, any and all buildings, improvements, structures and fixtures located thereon, unto the GRANTEE and to its heirs, successors and assigns forever.

This deed is being recorded pursuant to a Record of Survey Map to Support

Boundary Line Adjustment pursuant to Nevada Revised Statutes Section 278.5693, recorded concurrently herewith in order to memorialize the legal descriptions for an adjusted parcel of real property as described in Exhibit "B" attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the GRANTOR has executed this conveyance the day and year first above written.

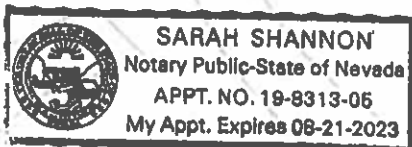
**Park Ranch Holdings, LLC,**  
a Nevada limited liability company

By: \_\_\_\_\_

*David Park*  
David Park, Manager

STATE OF NEVADA       )  
                                      : ss.  
COUNTY OF DOUGLAS   )

On April 23, 2021, personally appeared before me, a notary public, David Park, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he is the Manager of Park Ranch Holdings, LLC, a Nevada limited liability company and who further acknowledged to me that he executed the foregoing Deed on behalf of said entity.



*[Signature]*  
NOTARY PUBLIC

**EXHIBIT "A"**  
**DESCRIPTION**  
**TRANSFER PORTION A.P.N.1320-28-000-026**  
**TO A.P.N. 1320-28-000-025**

All that certain real property situate within the north one-half (N1/2) of Section 28 Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, State of Nevada, described as follows;

**COMMENCING** at the northwest corner of Parcel 15 as shown on the Map of Division Into Large Parcels filed for record June 15, 2009 in the Office of the Douglas County Recorder, as Document No. 745140;

Thence along the westerly line of said Parcel 15 South 00°29'45" West, a distance of 455.41 feet to a point on the westerly right-of-way line of Muller Parkway as described in the Grant, Bargain and Sale Deed to Douglas County, filed for record April 22, 2020 in the Office of the Douglas County Recorder as Document No. 2020-945079, and the **TRUE POINT OF BEGINNING**;

Thence along said westerly right-of-way line of Muller Parkway the following two (2) courses and distances:

Southeasterly 565.83 feet along the arc of a 1,297.50 foot radius curve to the right through a central angle of 24°59'10", non-tangent to the preceding course, with a radial bearing of North 41°10'45" East;  
South 23°50'05" East, a distance of 130.06 feet;

Thence leaving said right-of-way line of Muller Parkway, North 58°42'44" West, a distance of 379.83 feet;

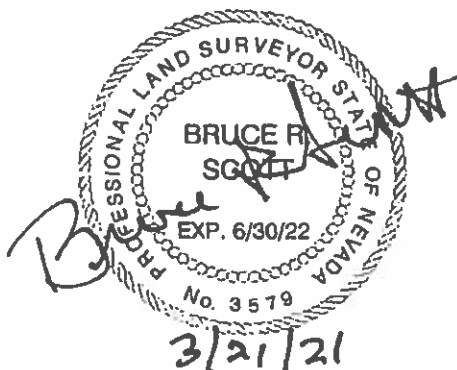
Thence 75.37 feet along the arc of a 1,500.00 foot radius tangent curve to the right through a central angle of 02°52'44" to a point on the westerly line of said Parcel 15.

Thence North 00°29'45" East, a distance of 333.23 feet to the **POINT OF BEGINNING**, containing an area of 84,790 square feet, more or less.

The Basis of Bearings for this description is NAD-83, Nevada Coordinate System 1983/94, West Zone, modified to ground using the combined scale factor of 1.0002, as observed from Nevada Department of Transportation control point 1584016.

Prepared by: **RESOURCE CONCEPTS INC**  
Bruce R. Scott, P.L.S. 3579  
340 N. Minnesota Street  
Carson City, NV 89703

2021-03-19\_GILBERT\_18-219\_2A



**EXHIBIT "B"**  
**DESCRIPTION**  
**ADJUSTED A.P.N.1320-28-000-025**

All that certain real property situate within the north one-half (N1/2) of Section 28 Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, State of Nevada, described as follows;

**COMMENCING** at the northwest corner of Parcel 15 as shown on the Map of Division Into Large Parcels filed for record June 15, 2009 in the Office of the Douglas County Recorder, as Document No. 745140;

Thence along the westerly line of said Parcel 15, South 00°29'45" West, a distance of 455.41 feet to a point on the westerly right-of-way line of Muller Parkway as described in the Grant, Bargain and Sale Deed to Douglas County, filed for record April 22, 2020 in the Office of the Douglas County Recorder as Document No. 2020-945079, and the **TRUE POINT OF BEGINNING**;

Thence along said westerly right-of-way line the following four (4) courses and distances:

Southeasterly 565.83 feet along the arc of a curve to the right, having a radius of 1297.50 feet and a central angle of 24°59'10", non-tangent to the preceding course, with a radial bearing of North 41°10'45" East;  
South 23°50'05" East, a distance of 1,768.64 feet;  
Southerly 84.59 feet along the arc of a 100.00 foot radius tangent curve to the right through a central angle of 48°28'03" to a point of reverse curvature;  
Southwesterly 14.09 feet along the arc of a 130.00 foot radius tangent curve to the left through a central angle of 06°12'31" to a point on the northerly right-of-way line of Buckeye Road line as shown on said map;

Thence along said northerly right-of-way line of Buckeye Road, North 89°29'43" West, a distance of 1,377.43 feet to the southwest corner of Parcel 16 of said Map of Division Into Large Parcels;

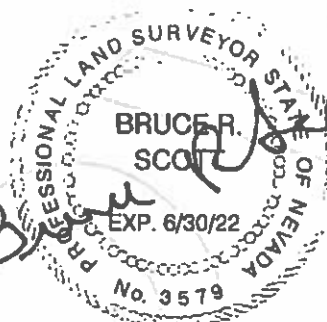
Thence along the westerly line of said Parcel 16 the following five (5) courses and distances:

North 00°30'17" East, a distance of 867.25 feet;  
North 31°17'16" East, a distance of 981.19 feet;  
North 58°42'44" West, a distance of 141.40 feet;  
Northwesterly 75.37 feet along the arc of a 1,500.00 foot radius tangent curve to the right through a central angle of 02°52'44";  
North 00°29'45" East, a distance of 333.23 feet to the **POINT OF BEGINNING**, containing an area of 37.62 acres, more or less.

The Basis of Bearings for this description is NAD-83, Nevada Coordinate System 1983/94, West Zone, modified to ground using the combined scale factor of 1.0002, as observed from Nevada Department of Transportation control point 1584016.



Prepared by: RESOURCE CONCEPTS INC  
Bruce R. Scott, P.L.S. 3579  
340 N. Minnesota Street  
Carson City, NV 89703



STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a) 1320-28-000-025  
b) ~~1320-28-000-026~~  
c) \_\_\_\_\_  
d) \_\_\_\_\_

2. Type of Property:

- a) ☐ Vacant Land b) ☐ Single Fam. Res.  
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex  
e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l  
g) ☒ Agricultural h) ☐ Mobile Home  
i) ☐ Other \_\_\_\_\_

FOR RECORDERS OPTIONAL USE ONLY

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
DATE OF RECORDING: \_\_\_\_\_  
NOTES: \_\_\_\_\_

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property)  
Transfer Tax Value:  
Real Property Transfer Tax Due:

\$ \$0.00

\$ \$0.00

\$ \$0.00

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section #3  
b. Explain Reason for Exemption: BOUNDARY LINE ADJUSTMENT FROM PARK RANCH  
HOLDINGS LLC. TO PARK RANCH HOLDINGS LLC. - SAME OWNERS

5. Partial Interest: Percentage being transferred: \_\_\_\_\_ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity AGENT

Signature \_\_\_\_\_ Capacity \_\_\_\_\_

SELLER (GRANTOR) INFORMATION  
(REQUIRED)

Print Name: Park Ranch Holdings LLC.  
Address: 1300 Buckeye Road  
City: Minden  
State: Nevada Zip: 89423

BUYER (GRANTEE) INFORMATION  
(REQUIRED)

Print Name: Park Ranch Holdings  
Address: 1300 Buckeye Road  
City: Minden  
State: Nevada Zip: 89423

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: Resource Concepts Inc. Escrow # N/A  
Address: 340 N. Minnesota St.  
City: Carson City State: Nevada Zip: 89703

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

## ***Agenda Item 7***

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### ***LaCosta at Monte Vista Ph. III Request for Acceptance***

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***Items in this Section Include:***

- ✓ ***Letter from RO Anderson Engineering, Inc., dated October 11, 2021***
- ✓ ***Letter from Resource Concepts, Inc., dated October 27, 2021***

October 11, 2021

***Via E-mail and Hand Delivery***

Peter Baratti, District Manager  
MINDEN-GARDNERVILLE SANITATION DISTRICT  
1790 U.S. Highway 395 North  
Minden, NV 89423

**LDA16-001, PD02-004-2: La Costa at Monte Vista, Phase III – Record Drawings  
Request for Acceptance of Improvements**

Dear Peter,

As you are aware, the Contractor, GE Excavating, has successfully completed the subject subdivision improvements including the sewer collection system. Attached please find two copies of the record drawings for your use.

At this time, on behalf of the Owner, Custom Craft Builders we respectfully request the District's formal acceptance of the sewer collection system within Phase III of La Costa at Monte Vista.

During your review of this request, should you have any questions or require any further information please do not hesitate to contact me directly.

Yours faithfully,

R.O. ANDERSON ENGINEERING, INC.



Robert O. Anderson, PE, WRS, CFM  
Principal Engineer

cc. Kim Posnien, Custom Craft Builders

Attachments



October 28, 2021

*Via email: [april@mgsdistrict.org](mailto:april@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: Approval of sewer improvements for La Costa at Monte Vista – Phase III**

Dear Chairman Smallwood and Members of the Board:

On October 11, 2021, we received updated record information for the La Costa at Monte Vista Phase 4B sewer improvements from RO Anderson Engineering.

The plans reflect completed construction meeting District standards and are in general conformance with the improvement plans that have been previously approved. We have field verified the flow lines and manhole locations for the improvements.

At this time, we would recommend that the MGSD Board approve the improvements as constructed for the La Costa at Monte Vista Phase 4B and accept the sewer improvements subject to the following conditions:

1. All pipes and manholes within this development are subject to a final cleaning by the Contractor once all construction in the area is completed. Cleaning is to be completed to MGSD's satisfaction.
2. Submittal of the Record Drawings in an acceptable electronic format, together with one full print set of the Record Drawings.
3. Payment of all fees and charges of MGSD for capacity, connection, review, inspection, etc. must be made prior to final acceptance of the sewer facilities.

I'll be happy to discuss this further and answer questions at the board meeting.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bruce R. Scott".

Bruce R. Scott, P.E.

District Engineer

cc: RO Anderson Engineering – [randerson@roanderson.com](mailto:randerson@roanderson.com)  
Town of Minden, J.D. Frisby  
Douglas County Community Development Building  
Douglas County Community Development Engineering

**CARSON CITY**

340 North Minnesota St.  
Carson City, NV 89703-4152  
(775) 883-1600 • fax: (775) 883-1656

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2021-10-28 ltr Smallwood 20-002.13 MGSD PRC-BRS-kh L10-30.docx

**LAKE TAHOE**

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

## ***Agenda Item 8***

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### ***The Downs at Monte Vista***

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***Items in this Section Include:***

- ✓ ***Letter from RO Anderson Engineering, Inc., dated October 11, 2021***
- ✓ ***Letter from Resource Concepts, Inc., dated October 27, 2021***

October 11, 2021

***Via E-mail and Hand Delivery***

Peter Baratti, District Manager  
MINDEN-GARDNERVILLE SANITATION DISTRICT  
1790 U.S. Highway 395 North  
Minden, NV 89423

**DE #20-0192: The Downs at Monte Vista – Record Drawings  
Request for Acceptance of Improvements**

Dear Peter,

As you are aware, the Contractor, V & C Construction, has successfully completed the subject subdivision improvements including the sewer collection system. Attached please find two copies of the record drawings for your use.

At this time, on behalf of the Owner, Santa Ynez Valley Construction, Co., we respectfully request the District's formal acceptance of the sewer collection system within the Downs at Monte Vista.

During your review of this request, should you have any questions or require any further information please do not hesitate to contact me directly.

Yours faithfully,

R.O. ANDERSON ENGINEERING, INC.



Robert O. Anderson, PE, WRS, CFM  
Principal Engineer

cc. Chip Hanly, Santa Ynez Valley Construction Co.

Attachments



October 27, 2021

*Via email: [aburchett@mgsd.org](mailto:aburchett@mgsd.org)*

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

**Subject: Approval of sewer improvements for The Downs at Monte Vista**

Dear Chairman Smallwood and Members of the Board:

On October 11, 2021, we received updated record information for the Downs at Monte Vista sewer improvements from RO Anderson Engineering.

The plans reflect completed construction meeting District standards and are in general conformance with the improvement plans that have been previously approved. We have field verified the flow lines and manhole locations for the improvements.

At this time, we would recommend that the MGSD Board approve the improvements as constructed for the Downs at Monte Vista and accept the sewer improvements subject to the following conditions:

1. All pipes and manholes within this development are subject to a final cleaning by the Contractor once all construction in the area is completed. Cleaning is to be completed to MGSD's satisfaction.
2. Submittal of the Record Drawings in an acceptable electronic format, together with one full print set of the Record Drawings.
3. Payment of all fees and charges of MGSD for capacity, connection, review, inspection, etc. must be made prior to final acceptance of the sewer facilities.

I'll be happy to discuss this further and answer questions at the board meeting.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bruce R. Scott", is written over the word "Sincerely,".

Bruce R. Scott, P.E.  
District Engineer  
BRS/kh

cc: RO Anderson Engineering – [randerson@roanderson.com](mailto:randerson@roanderson.com)  
Town of Minden, J.D. Frisby  
Douglas County Community Development Building  
Douglas County Community Development Engineering

**CARSON CITY**  
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Carson City, NV 89703-4152  
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2021-10-27 ltr Smallwood 20-002.11 MGSD BRS-PRC-kh L10-31.docx

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



## ***Agenda Item 12***

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### ***Engineer's Report***

---

***Items in this Section Include:***

- ✓ ***Letter from Bruce Scott dated October 27, 2021***



October 27, 2021

Via email: [aburchett@mgstdistrict.org](mailto:aburchett@mgstdistrict.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 September 2021**

Dear Chairman Smallwood and Members of the Board:

October was a month of relative calm in the District as work continued in the completion of a number of ongoing projects.

We have received and processed as built drawings for two subdivisions which are on the agenda for our Tuesday Night meeting. The work on the belt press is proceeding slowly because of the equipment delivery schedule, but the contractor, staff, and consultants are working together on various elements of the process. We are continuing to work with Q&D Construction on the GRID interceptor project which is moving forward with required permitting.

We have received improvement plans for review for the Ashland Park project, which appears to be moving forward. We have also received improvement plans for the Village at Martin Meadow. At this point I'm not aware of schedules for either, but I presume they will want to begin construction in the new year. I understand that the Stonegate project is in design as well, but we have not seen any plans so far.

I haven't heard anything new with regard to Pineview. Bill may have an update. They appear to still be working on easements for the project.

The Park meat processing facility has been quiet during the month. However, I do have an appointment to meet with their waste treatment consultant early in November.

Please let me know if you have any questions which we can discuss prior to or at the meeting on Tuesday.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bruce R. Scott".

Bruce R. Scott, P.E.  
District Engineer

BRS/kh

cc: Bill Peterson, Esq.  
Presley Cochran, El

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Carson City, NV 89703-4152  
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**LAKE TAHOE**

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(775) 588-7500 • fax: (775) 589-6333

## ***Agenda Item 13***

---

### ***District Manager's Report***

---

***Items in this Section Include:***

- ✓ ***October 28, 2021 District Manager Report***
- ✓ ***October 2021 Capacity Report***



**Minden Gardnerville Sanitation District**  
**District Manager's Report**  
**October 28, 2021**

**CAPACITY ALLOCATIONS/PURCHASES:**

- 8 edu's for Heybourne Meadows/Lennar

**WILL SERVES LETTERS ISSUED:**

None

Public Records Requests: None

**MEETINGS ATTENDED AND SCHEDULED:**

- 10/12 Belt Press project coordination
- 10/13 Master Plan coordination meeting information exchange and to bring Hansford Consulting into the loop as we move forward
- 10/13 Staff meeting outlining and clarifying inventory implementations and guidelines, as well as review of draft reports from Great Plains
- 10/14 Meeting with GRGID regarding the interceptor line coordination and billing
- 10/15 Simerson site visit and findings
- 10/22 Pre-App meeting for new Carson Valley Veterinary Hospital at Charlotte and Hwy 395 in Gardnerville
- 10/28 NWEA Certification Board meeting

**VENDORS AND CONTRACTS:**

- EVO Contract for credit card services
- Azure cloud service for Nodus pay fabric

**STAFF/OFFICE ITEMS:**

**PROJECTS IN THE DISTRICT:**

- Knox Construction is moving forward on road widening at Muller Ln. south of the Virginia Canal for the future Muller Pkwy.
- Signed the final map for The Downs at Monte Vista
- BDR building on Industrial final walkthrough on 10/6

---

**LINE REHABILITATION AND PLANT IMPROVEMENT PROJECTS:**

- Secondary clarifier #2 repair to center ring baffle due to 3-phase wiring failure (degradation). Currently on hold for pulling in new wiring from control source to drive unit. The original was installed in 1990.
  - Rebuild on Digester #3 heating recirc pump is complete.
  - Digester 3 both recirc pumps are due for rebuild.
  - Easement work completed between Haas Ranch and Fricke property for equipment access on the Rancho's interceptor.
  - Wire on intercom for Ironwood gate is on order.
  - New truck bed is installed.
- 

**OTHER:**

There were erroneous charges from NV Energy for the pump station account. I was able to work with NV Energy to have the charges reversed, and I will coordinate with Bill Peterson to ensure it does not occur in the future.

Respectfully submitted,  
Peter V. Baratti, District Manager



**MONTHLY REPORT OF  
CAPACITY SOLD  
October 2021**

Date	Project Name	Address	EDU's Sold	Existing EDU's	Amount Collected			Approved By	Comments
					Capacity	Connection	Total		
10/4/2021	Heybourne Meadows	Dapple Dr	4.00	0.00	\$ 15,200.00	\$ 1,100.00	\$ 16,300.00		
10/15/2021	Heybourne Meadows	Dapple Dr, Goldenrod Ln	4.00	0.00	\$ 15,200.00	\$ 1,100.00	\$ 16,300.00		
<b>TOTAL EDU's SOLD</b>			<b>8.000</b>						
					\$ 30,400.00	\$ 2,200.00	\$ 32,600.00		

## ***Agenda Item 14***

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### ***Administrative Report by Staff***

---

***Items in this Section Include:***

- ✓ ***Past Due Accounts Summary***

## PAST DUE ACCOUNTS SUMMARY

10/28/21

Number of Accounts Past Due/Liens on File:	12 (12 Residential, 0 Commercial)
Total Amount Owning:	\$7,411.01

---

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

1 account has had water turned off, so billing has been suspended (\$1678.30); all mail is returned – it appears owner is deceased. Payments have been made to the County and to the HOA, so I will research a new mailing address.

1 account we were notified by the Constable that 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 (\$1180.34). We have been notified that this account is in foreclosure.

1 account the owner is recently deceased; water is turned off; received notice that property is in foreclosure (\$536.58)

All other accounts have liens pending.

---

Number of Accounts Identified for Lien Filing in November: 18 (17 Residential, 1 Commercial)