



NOTICE OF REGULAR MEETING
TUESDAY, JUNE 7, 2022, 6:00 P.M.,
BOARD ROOM, MGSD TREATMENT PLANT,
1790 HWY. 395, MINDEN, NV

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 April 2022

5. Minutes Approval – For Possible Action

Approval of Minutes from the May 3, 2022 Regular Board Meeting and May 18, 2022 Special Board Meeting

6. Heybourne Meadows Phase IIIB – For Possible Action

Approval of Record Drawings and acceptance of improvements for Heybourne Meadows Phase IIIB

7. Borda Family Living Trust 2018 – For Possible Action

Acceptance of Petition for Annexation of 19.08 acres located at 1118 Mill Street in Gardnerville (APN 1320-32-801-028), scheduling of Public Hearing for the annexation, and direction to staff to publish the Notice of Public Hearing pursuant to NRS 318.258

8. Warren Reed Insurance -- For Possible Action

MGSD Plant Insurance Package through Nevada Public Agency Insurance Pool for FY 2022-2023

9. Pine View Estates Contract of Service – For Possible Action

Discussion of revisions to draft Contract of Service agreement pursuant to comments from the Nevada Division of Environmental Protection, scheduling of Public Hearing for contract of service to Pine View Estates subdivision, and direction to staff to publish the Notice of Public Hearing pursuant to NRS 318.258

10. Attorney-Client Conference – For Possible Action

Status Report of Ongoing Matters and Requests from MGSD Staff and Board of Trustees

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

11. Engineer's Report – For Possible Action

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

12. 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.

13. Controller's Report – For Possible Action

- Action Items may include financial items that arose after agenda posting and requiring immediate action or response by the Board.

14. Administrative Report by Staff – For Possible Action

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

15. 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.)

16. 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.)



17. 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.mgsdistrict.org or can be requested from the Minden-Gardnerville Sanitation District Office located at 1790 Hwy. 395, Minden, NV 89423, by calling April Burchett at (775) 782-3546, or by email at mgsdstaff@gmail.com or at april@mgsdistrict.org
 - Any agenda item represented by an attorney must give written notice to the Minden-Gardnerville Sanitation District at least fifteen days prior to the meeting.
 - All persons attending the meeting are required to sign the guest register. All meetings are recorded pursuant to NRS 241.035.
 - NOTICE TO PERSONS WITH DISABILITIES: Reasonable efforts will be made to assist and accommodate physically handicapped persons desiring to attend the meeting. Please call the MGSD office at (775) 782-3546 in advance of the meeting, so that arrangements may be conveniently made.
 - This meeting notice is posted at the following locations: the Minden-Gardnerville Sanitation District; Douglas County Historic Courthouse Building; Gardnerville Post Office; Minden Post Office; and at <https://notice.nv.gov>
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PLEASE DO NOT REMOVE UNTIL: 6/8/22



CHECK REGISTER - GENERAL ACCOUNT
4/1/22 - 4/30/22

Payment Date	Vendor Check Name	ACH/Check #	Invoice Number	GL Account Number	GL Account Name	Transaction Description	Check Amount
1	4/5/2022 AAA BUSINESS SUPPLIES & INTERIORS	4880	2213923-0	64300-010	Office Supplies & Expense	Board packet supplies	\$51.12
2	4/5/2022 AAA BUSINESS SUPPLIES & INTERIORS	4880	2215743-1	64300-010	Office Supplies & Expense	Office supplies	\$49.75
3	4/5/2022 BENTLY RANCH	4881	208284	50800-010	Sludge Removal	Biosolids disposal	\$250.04
4	4/5/2022 FIRST CHOICE COFFEE SERVICES	4882	610782	50400-010	Plant Supplies	Water Cooler Rental	\$40.00
5	4/5/2022 FIRST CHOICE COFFEE SERVICES	4882	611245	50400-010	Plant Supplies	Water Cooler Filter	\$72.90
6	4/5/2022 FISHER SCIENTIFIC	4883	0883517	52300-010	Lab Supplies	Chlorine packs	\$296.70
7	4/5/2022 FISHER SCIENTIFIC	4883	0833403	52300-010	Lab Supplies	Filters, powders & chemicals	\$875.70
8	4/5/2022 HDR, INC.	4884	1200419677	71200-010	Engineering	Master Plan Update	\$12,000.00
9	4/5/2022 HAVE LIGHTS WILL TRAVEL	4885	DP20561	50600-010	Repairs & Maintenance	Plant Building Light Replace	\$147.40
10	4/5/2022 HAVE LIGHTS WILL TRAVEL	4885	DP20562	50600-010	Repairs & Maintenance	Plant Building Light Replace	\$991.50
11	4/5/2022 HAVE LIGHTS WILL TRAVEL	4885	DP20563	50600-010	Repairs & Maintenance	Plant Building Light Replace	\$595.30
12	4/5/2022 HAVE LIGHTS WILL TRAVEL	4885	DP20564	50600-010	Repairs & Maintenance	Plant Building Light Replace	\$1,050.80
13	4/5/2022 JOANA PEREZ	4886	054434	50600-010	Repairs & Maintenance	Admin Building Clean	\$360.00
14	4/5/2022 RESOURCE CONCEPTS, INC.	4887	22-492	71200-010	Engineering	Park Ranch Slaughterhouse	\$195.00
15	4/5/2022 RESOURCE CONCEPTS, INC.	4887	22-493	16400-010	Collection System Rehab	GRGID Interceptor	\$8,648.75
16	4/5/2022 RESOURCE CONCEPTS, INC.	4887	22-494	71200-010	Engineering	District Business	\$1,998.75
17	4/5/2022 RESOURCE CONCEPTS, INC.	4887	22-495	51400-010	Repairs & Maintenance	System Mapping	\$1,947.50
18	4/5/2022 RESOURCE CONCEPTS, INC.	4887	22-496	16300-030	Belt Press Addition	Belt Press	\$1,725.00
19	4/5/2022 RESOURCE CONCEPTS, INC.	4887	22-497	71200-010	Engineering	C.V. Vet Hospital	\$957.50
20	4/5/2022 SIMERSON CONSTRUCTION, LLC	4888	8FP-002	16300-030	Belt Press Addition	Belt Filter Press Addn Const	\$452,127.80
21	4/7/2022 Peter Baratti	ACH29055532	220405	50700-010	Other Plant Expense	Plant Maint Tech Cert Reimb	\$130.00
22	4/7/2022 Warren Averett Technology Group, LLC	ACH29055533	62315	65300-010	Office Equipment/Hardware	Office 365 Monthly Use	\$303.00
23	4/7/2022 Warren Averett Technology Group, LLC	ACH29055533	62480	71300-010	Accounting & Audit	Misc Services	\$793.75
24	4/11/2022 CHARTER COMMUNICATIONS	ACH0241075516	032722	64400-010	Telephone	Internet	\$182.96

CHECK REGISTER - GENERAL ACCOUNT
4/1/22 - 4/30/22

Payment Date	Vendor Check Name	ACH/Check #	Invoice Number	GL Account Number	GL Account Name	Transaction Description	Check Amount
25	4/11/2022 Flyers Energy, LLC	ACH3071966951	CFS-2953825	51500-010	Truck & Auto Expense	Fuel	\$418.99
26	4/11/2022 Tractor Supply Credit Plan	ACH610719397296978	100601915	50600-010	Repairs & Maintenance	Repairs & Maintenance	\$494.97
27	4/19/2022 City National Bank	ACH94-23217-22	TS041922	65100-010	Other Administration Expense	Administrative Expenses	\$80.00
28	4/19/2022 City National Bank	ACH94-23219-22	C8041922	50600-010	Repairs & Maintenance	Repairs & Maintenance	\$2,132.00
29	4/19/2022 City National Bank	ACH94-23218-22	P8041922	65300-010	Office Equipment/Hardware	Office Equipment	\$190.23
30	4/19/2022 City National Bank	ACH94-23220-22	AL041922	50300-010	Safety Equipment & Supplies	Safety Supplies	\$65.72
31	4/19/2022 City National Bank	ACH94-23220-22	AL041922-2	64500-010	Postage	Postage	\$3,389.20
32	4/19/2022 City National Bank	ACH94-23220-22	AL041922-3	65100-010	Other Administration Expense	Administrative Expenses	\$59.66
33	4/19/2022 City National Bank	ACH94-23222-22	AM041922	50600-010	Repairs & Maintenance	Repairs & Maintenance	\$1,604.92
34	4/19/2022 City National Bank	ACH94-23221-22	CS041922	64300-010	Office Supplies & Expense	Office Expenses	\$51.61
35	4/19/2022 City National Bank	ACH94-23223-22	AW041922	50700-010	Other Plant Expense	Plant Expenses	\$179.98
36	4/19/2022 City National Bank	ACH94-23224-22	LK041922	50900-010	Operators Education/Training	Education	\$245.00
37	4/19/2022 City National Bank	ACH94-23225-22	LG041922	50900-010	Operators Education/Training	Education	\$2,485.00
38	4/19/2022 City National Bank	ACH94-23225-22	LG041922-2	65300-010	Office Equipment/Hardware	Office Equipment	\$415.25
39	4/19/2022 Flyers Energy, LLC	ACH3072310402	CFS-2973252	51500-010	Truck & Auto Expense	Fuel	\$250.10
40	4/19/2022 Frontier	ACHP225FMZQ8J	040122	64400-010	Telephone	Power Co-gen Monitoring Line	\$103.68
41	4/19/2022 NV Energy	ACH9063217	1790220409	50500-010	Utilities	Plant Power	\$8,340.20
42	4/19/2022 NV Energy	ACH9063219	800220409	55300-010	Reservoir & Pump Utilities	Pump Station Power	\$9,878.05
43	4/19/2022 Thatcher Company of Nevada, Inc	ACH29190232	202240010386	50400-010	Plant Supplies	Chemicals	\$4,448.22
44	4/19/2022 WILDFIRE CONNECTIONS LLC	ACH29190238	4082022	65300-010	Office Equipment/Hardware	Server Maintenance	\$400.00
45	4/20/2022 AAA BUSINESS SUPPLIES & INTERIORS	4889	2222143-0	64300-010	Office Supplies & Expense	Office Supplies	\$254.08
46	4/20/2022 AAA BUSINESS SUPPLIES & INTERIORS	4889	2222143-1	64300-010	Office Supplies & Expense	Office Supplies	\$127.04
47	4/20/2022 BENTLY RANCH	4890	208325	50800-010	Sludge Removal	Biosolids Disposal	\$395.36
48	4/20/2022 CAD PEST CONTROL SERVICES, INC	4891	47410	50600-010	Repairs & Maintenance	Pest Control	\$200.00

CHECK REGISTER - GENERAL ACCOUNT
4/1/22 - 4/30/22

Payment Date	Vendor Check Name	ACH/Check #	Invoice Number	GL Account Number	GL Account Name	Transaction Description	Check Amount
49	4/20/2022 FISHER SCIENTIFIC	4892	1039867	52300-010	Lab Supplies	Lab Supplies	\$33.52
50	4/20/2022 HDR, INC.	4893	1200421390	16300-030	Belt Press Addition	Belt Press Project	\$3,380.76
51	4/20/2022 LEAF	ACH3100245948	13082339	65300-010	Office Equipment/Hardware	Copier Lease & Copies	\$777.19
52	4/20/2022 Motion Industries, Inc	4894	NV25-00655068	50600-010	Repairs & Maintenance	Repairs & Maintenance	\$303.02
53	4/20/2022 POWER & CONTROL SOLUTIONS, INC.	4895	1310	16300-030	Belt Press Addition	Belt Press Project	\$4,157.00
54	4/20/2022 COGEN SERVICE	4896	6682	50600-010	Repairs & Maintenance	Co-gen Maintenance	\$4,675.60
55	4/20/2022 SILVER STATE ANALYTICAL LABS, INC.	4897	RN282356	52400-010	Lab Testing	Lab Analysis	\$40.00
56	4/20/2022 SILVER STATE ANALYTICAL LABS, INC.	4897	RN282502	52400-010	Lab Testing	Lab Analysis	\$900.00
57	4/20/2022 SILVER STATE ANALYTICAL LABS, INC.	4897	RN282523	52400-010	Lab Testing	Lab Analysis	\$40.00
58	4/20/2022 SILVER STATE ANALYTICAL LABS, INC.	4897	RN282902	52400-010	Lab Testing	Labratory Analysis	\$40.00
59	4/20/2022 UTILITY TELECOM GROUP, LLC	ACH04202022	220416	64400-010	Telephone	Office Phone & T-1 Line	\$441.14
60	4/20/2022 Waving At You	4898	220331	50400-010	Plant Supplies	Flag Rope	\$260.00
61	4/27/2022 Chevron and Texaco Business Card Services	ACH792204282022	80312239	51500-010	Truck & Auto Expense	Fuel	\$337.12
62	4/27/2022 HOMETOWN HEALTH	ACH042722	77101-011	20300-010	Accured Payroll Taxes	Medical Premiums	\$873.75
63	4/27/2022 HOMETOWN HEALTH	ACH042722	77101-011	50200-010	Payroll Taxes & Employee Benef	Medical Premiums	\$13,054.89
64	4/27/2022 HOMETOWN HEALTH	ACH042722	77101-011	80900-010	Retiree Health Insurance Premiu	Medical Premiums	\$2,228.40
65	4/27/2022 METLIFE - GROUP BENEFITS	4899	042922	50200-010	Payroll Taxes & Employee Benef	Dental-Life Premiums	\$1,277.76
66	4/27/2022 METLIFE - GROUP BENEFITS	4899	042922	80900-010	Retiree Health Insurance Premiu	Dental-Life Premiums	\$384.94
67	4/27/2022 VSP VISION CARE, INC (AT)	4900	814864216	50200-010	Payroll Taxes & Employee Benef	Vision Premiums	\$190.20
68	4/27/2022 VSP VISION CARE, INC (AT)	4900	814864216	80900-010	Retiree Health Insurance Premiu	Vision Premiums	\$45.72
69	4/28/2022 SOUTHWEST GAS CORPORATION	4901	220411	50500-010	Utilities	Natural Gas	\$1,316.61
70	4/29/2022 Warren Averett Technology Group, LLC	ACH29411596	62753	65300-010	Office Equipment/Hardware	Office 365 Monthly Billing	\$236.00
TOTAL							\$556,994.10

Legend

CHECK REGISTER - GENERAL ACCOUNT
4/1/22 - 4/30/22

Payment Date	Vendor Check Name	ACH/Check #	Invoice Number	GL Account Number	GL Account Name	Transaction Description	Check Amount
	Payroll Expenses						
	Capital Expenses						
	Co-Gen Expenses						

CHECK REGISTER - PAYROLL ACCOUNT
4/1/22 - 4/30/22

Payment Date	Vendor Check Name	ACH/Check #	Invoice Number	GL Account Number	GL Account Name	Transaction Description	Check Amount
1	4/1/2022 State Coll & Dist Unit - SCADU	DD01348	36-040722	20300-010	Accrued Payroll Taxes	Child Support	\$163.38
2	4/1/2022 Voya Financial	ACH102242	040122	20300-010	Accrued Payroll Taxes	457 Contributions	\$1,717.00
3	4/1/2022 Wells Fargo Bank	ACH28886296	040122-941	20300-010	Accrued Payroll Taxes	941 Deposit 04/01/22 PR	\$4,816.26
4	4/1/2022 Wells Fargo Bank Used for Direct Deposit	ACH28886292	040122-PR	10000-116	Cash - Payroll Checking - Wells Fargo	Bi-Weekly PR 04/01/22	\$30,458.94
5	4/15/2022 JD	ACH29093325001	041522	80900-010	Retiree Health Insurance Premiums	Medicare Premiums - 4/22	\$280.93
6	4/15/2022 Bf	ACH29093325009	041522	80900-010	Retiree Health Insurance Premiums	Medicare Premiums - 04/22	\$432.63
7	4/15/2022 JH	ACH29093325010	041522	80900-010	Retiree Health Insurance Premiums	Medicare Premiums - 04/22	\$86.16
8	4/15/2022 LR	ACH29093325013	041522	80900-010	Retiree Health Insurance Premiums	Medicare Premiums 04/22	\$170.10
9	4/15/2022 State Coll & Dist Unit - SCADU	ACH29093566	36-041522	20300-010	Accrued Payroll Taxes	Child Support - 4/15/22	\$163.38
10	4/15/2022 Voya Financial	ACH103387	041522	20300-010	Accrued Payroll Taxes	457 Contributions	\$1,717.00
11	4/15/2022 Wells Fargo Bank	ACH29085663	41522PR-941	20300-010	Accrued Payroll Taxes	941 Deposit PR 4/15/22	\$4,812.35
12	4/15/2022 Wells Fargo Bank Used for Direct Deposit	ACH29085677	41522PR-ACH	10000-116	Cash - Payroll Checking - Wells Fargo	04/15/22 ACH Direct Deposit	\$30,547.72
13	4/20/2022 Public Agency Compensation Trust	EFT042022	042022	50200-010	Payroll Taxes & Employee Benefits	Workers Comp Apr-Jun 22	\$5,266.75
14	4/27/2022 Colonial Life	ACH1800065784214	50963180401945	20300-010	Accrued Payroll Taxes	Voluntary Benefits	\$57.66
15	4/27/2022 ACS/Mellon Bank Health Savings Account	ACH29299635	HSA042922	50200-010	Payroll Taxes & Employee Benefits	HSA Contributions	\$2,452.86
16	4/29/2022 Nevada State Treasurer's Office	ACH29301321	36-0422	20300-010	Accrued Payroll Taxes	Child Support Fee	\$4.00
17	4/29/2022 Public Employees Retirement System	ACH29295971	P0422	50200-010	Payroll Taxes & Employee Benefits	PERS Contributions	\$33,186.69
18	4/29/2022 State Coll & Dist Unit - SCADU	ACH29301319	36-042922	20300-010	Accrued Payroll Taxes	Child Support Payment	\$163.38
19	4/29/2022 Voya Financial	ACH104853	042922	20300-010	Accrued Payroll Taxes	457 4/29/2022	\$1,717.00
20	4/29/2022 Wells Fargo Bank	ACH29293635	042922-941	20300-010	Accrued Payroll Taxes	FED 4/29/2022	\$4,864.08
21	4/29/2022 Wells Fargo Bank	ACH29293639	042922-941 BRD	20300-010	Accrued Payroll Taxes	FED 4/29/2022 Board	\$86.25
22	4/29/2022 Wells Fargo Bank Used for Direct Deposit	ACH042922	042922-DD-PR	10000-116	Cash - Payroll Checking - Wells Fargo	Bi-Weekly PR 4/29/22	\$30,555.00



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ACCOUNT SUMMARY 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	\$ 3,890,433.60	\$ 3,980,821.99	\$ 4,134,836.34	\$ 3,892,017.53	\$ 3,931,213.56	\$ 4,014,264.85	\$ 3,667,915.27		
Cash Receipts													
User Fees	\$ 148,866.77	\$ 170,188.80	\$ 154,071.33	\$ 246,610.33	\$ 208,190.95	\$ 6,379.30	\$ 80,167.27	\$ 231,842.49	\$ 155,926.94	\$ 227,387.62	\$ 215,808.40	\$	\$ 1,845,440.20
Connection Fees	\$ 4,080.00	\$ 1,100.00	\$ 660.00	\$ 2,200.00	\$ -	\$ 7,240.00	\$ -	\$ 1,375.00	\$ 2,475.00	\$ 3,850.00	\$ 2,200.00	\$	\$ 25,180.00
Capacity Fees	\$ 55,480.00	\$ 15,200.00	\$ 8,360.00	\$ 30,400.00	\$ -	\$ 124,640.00	\$ -	\$ 19,000.00	\$ 31,525.00	\$ 50,525.00	\$ 30,400.00	\$	\$ 365,530.00
Acquire Fees	\$ -	\$ -	\$ -	\$ -	\$ 2,519.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,400.00	\$	\$ 19,919.00
Annexation Fees	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ 1,000.00
Consolidated Tax (SCRT)	\$ 11,221.62	\$ 11,221.62	\$ 11,221.62	\$ 11,221.62	\$ 11,221.62	\$ 11,221.62	\$ 11,221.62	\$ 11,221.62	\$ 11,221.62	\$ 11,221.62	\$ 11,221.62	\$	\$ 123,437.82
Ad Valorem	\$ 1,925.12	\$ 13,144.61	\$ 160,447.98	\$ 25,477.48	\$ 71,101.83	\$ 8,348.65	\$ 28,741.98	\$ 88,263.47	\$ 20,399.05	\$ 64,909.05	\$ 5,525.11	\$	\$ 488,284.33
Pass-Through Reimbursement	\$ -	\$ 21,510.00	\$ 400.00	\$ -	\$ 3,470.75	\$ 6,242.50	\$ -	\$ -	\$ -	\$ 195.00	\$ 29,697.68	\$	\$ 61,515.93
GRGID	\$ -	\$ -	\$ 110,346.93	\$ -	\$ 78,208.00	\$ 74,133.00	\$ -	\$ -	\$ 108,880.73	\$ -	\$ 78,208.00	\$	\$ 449,776.66
Health Ins Reimbursement	\$ 209.69	\$ 209.69	\$ 209.69	\$ 209.69	\$ 209.69	\$ 326.69	\$ 209.69	\$ 209.69	\$ 209.69	\$ 209.69	\$ 209.69	\$	\$ 2,423.59
Other	\$ 125.00	\$ 588.96	\$ 125.00	\$ -	\$ -	\$ 175.00	\$ -	\$ 24,836.25	\$ -	\$ 2,346.54	\$ 16,566.91	\$	\$ 44,763.66
Total Cash Receipts	\$ 221,908.20	\$ 233,163.68	\$ 446,842.55	\$ 316,119.12	\$ 374,921.84	\$ 238,706.76	\$ 120,340.56	\$ 376,748.52	\$ 330,638.03	\$ 360,644.52	\$ 407,237.41	\$	\$ 3,427,271.19
Cash Paid Out													
Capital Expenses	\$ 13,288.82	\$ 12,266.20	\$ 21,326.52	\$ 17,555.89	\$ 10,936.33	\$ 4,099.54	\$ 126,683.68	\$ 63,659.17	\$ 15,288.01	\$ 470,039.31	\$ 119,818.80	\$	\$ 874,962.27
Plant Expenses	\$ 4,085.87	\$ 70,817.65	\$ 27,232.46	\$ 46,790.94	\$ 68,354.70	\$ 20,979.91	\$ 28,666.66	\$ 48,458.10	\$ 95,413.94	\$ 30,784.54	\$ 61,226.42	\$	\$ 442,811.19
Collections Expenses	\$ 205.99	\$ 1,804.06	\$ 1,488.66	\$ 1,612.01	\$ 2,700.53	\$ 1,819.06	\$ 247.71	\$ 3,576.55	\$ 5,458.30	\$ 2,953.71	\$ 3,597.74	\$	\$ 25,464.32
Lab Expenses	\$ 130.00	\$ 460.00	\$ 1,303.98	\$ 2,353.77	\$ 2,085.39	\$ 4,535.00	\$ 350.00	\$ 594.94	\$ 1,742.40	\$ 2,225.92	\$ 2,170.00	\$	\$ 17,951.40
Reservoir/Effluent Expenses	\$ 473.75	\$ 480.98	\$ 4,635.24	\$ 66.11	\$ 172.50	\$ 223.75	\$ -	\$ 9,081.06	\$ 5,480.96	\$ 9,878.05	\$ 5,105.56	\$	\$ 35,597.96
General & Administration Exp	\$ 2,826.10	\$ 17,538.90	\$ 17,978.08	\$ 13,271.60	\$ 12,492.29	\$ 9,637.40	\$ 6,059.01	\$ 16,271.88	\$ 6,026.09	\$ 7,111.91	\$ 8,053.49	\$	\$ 117,266.75
Payroll-Related Expenses	\$ 16,331.95	\$ 14,078.50	\$ 22,032.82	\$ 18,055.66	\$ 18,055.66	\$ -	\$ 18,055.66	\$ 16,157.04	\$ 16,157.04	\$ 18,055.66	\$ -	\$	\$ 140,648.04
Professional Fees	\$ 16,331.95	\$ 13,117.35	\$ 4,160.00	\$ 7,271.25	\$ 19,736.05	\$ 43,397.75	\$ 33,096.65	\$ 29,753.75	\$ 12,070.00	\$ 15,945.00	\$ 23,521.25	\$	\$ 218,351.00
Total Expenses	\$ 37,342.48	\$ 130,563.64	\$ 100,157.76	\$ 106,977.23	\$ 134,533.45	\$ 84,692.41	\$ 213,159.37	\$ 187,552.49	\$ 97,586.74	\$ 556,994.10	\$ 223,493.26	\$	\$ 1,873,052.93
Voided Checks / Returned Items											\$ 16,300.00	\$	\$ 16,300.00
Prepaid Claims for FY 21-22												\$	\$ -
Accrued Expenses	\$ 1,095.00												
Transfers from Other Accounts	\$ 100,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$	\$ 1,300,000.00
Transfers To Other Accounts													
Total Balance last day of month	\$ 3,682,006.88	\$ 3,634,606.92	\$ 3,831,291.71	\$ 3,890,433.60	\$ 3,980,821.99	\$ 4,134,836.34	\$ 3,892,017.53	\$ 3,931,213.56	\$ 4,014,264.85	\$ 3,667,915.27	\$ 3,895,359.42	\$	\$



DRAFT

ACCOUNT SUMMARY STATEMENT
FY2021-2022

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
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Payroll Account													
Balance 1st of Month	\$ 42,864.65	\$ 58,721.33	\$ 84,787.01	\$ 132,947.41	\$ 133,681.12	\$ 206,626.10	\$ 102,289.01	\$ 122,083.36	\$ 192,871.58	\$ 195,450.03			\$ 1,300,000.00
Transfer from Checking	\$ 100,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ -	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00			\$ 1,300,000.00
Interest	\$ 12.33	\$ 15.04	\$ 15.30	\$ 15.44	\$ 17.66	\$ 18.00	\$ 20.47	\$ 20.01	\$ 20.54	\$ 20.44			\$ 175.23
Voided Checks	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
Payroll Expenses	\$ 84,155.65	\$ 123,949.36	\$ 101,854.90	\$ 149,281.73	\$ 77,072.68	\$ 104,355.09	\$ 130,226.12	\$ 79,231.79	\$ 147,442.09	\$ 156,169.52			\$ 1,153,738.93
Total Balance last day of month	\$ 58,721.33	\$ 84,787.01	\$ 132,947.41	\$ 133,681.12	\$ 206,626.10	\$ 102,289.01	\$ 122,083.36	\$ 192,871.58	\$ 195,450.03	\$ 189,300.95	\$ -	\$ -	\$ -

LGP POOL Account													
Balance 1st of Month	\$ 6,190,298.67	\$ 6,152,646.46	\$ 6,153,455.62	\$ 6,154,223.59	\$ 6,154,689.35	\$ 6,155,227.75	\$ 6,155,889.42	\$ 6,117,898.85	\$ 6,118,595.17	\$ 6,119,607.25	\$ 6,121,084.51		\$ -
Transfer from Checking	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Interest Earned	\$ 881.10	\$ 809.16	\$ 767.97	\$ 465.76	\$ 538.40	\$ 661.67	\$ 592.74	\$ 696.32	\$ 1,012.08	\$ 1,477.26			\$ 7,902.46
ARRA Payment	\$ 38,533.31					\$ 38,583.31							\$ 77,116.62
Transfer to Other Accounts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
Total Balance last day of month	\$ 6,152,646.46	\$ 6,153,455.62	\$ 6,154,223.59	\$ 6,154,689.35	\$ 6,155,227.75	\$ 6,155,889.42	\$ 6,117,898.85	\$ 6,118,595.17	\$ 6,119,607.25	\$ 6,121,084.51	\$ 6,121,084.51	\$ -	\$ -

ARRA Bond Restricted Account													
Balance 1st of Month	\$ 83,013.60	\$ 83,025.42	\$ 83,037.75	\$ 83,048.11	\$ 83,054.40	\$ 83,061.67	\$ 83,070.60	\$ 83,078.60	\$ 83,088.05	\$ 83,101.79	\$ 83,121.85		\$ -
Transfer from Other Accounts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Interest Earned	\$ 11.82	\$ 12.33	\$ 10.36	\$ 6.29	\$ 7.27	\$ 8.93	\$ 8.00	\$ 9.45	\$ 13.74	\$ 20.06			\$ 108.25
Transfer to Other Accounts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Total Balance last day of month	\$ 83,025.42	\$ 83,037.75	\$ 83,048.11	\$ 83,054.40	\$ 83,061.67	\$ 83,070.60	\$ 83,078.60	\$ 83,088.05	\$ 83,101.79	\$ 83,121.85	\$ 83,121.85	\$ -	\$ -

Petty Cash													
Balance 1st of Month	\$ 500.00	\$ 500.00	\$ 500.00	\$ 260.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00		\$ 361.80
Expenses	\$ -	\$ -	\$ 240.00	\$ -	\$ -	\$ -	\$ -	\$ 121.80	\$ -	\$ -	\$ -		\$ -
Reimbursements	\$ -	\$ -	\$ -	\$ 240.00	\$ -	\$ -	\$ -	\$ 121.80	\$ -	\$ -	\$ -		\$ 361.80
Total Balance last day of month	\$ 500.00	\$ 500.00	\$ 260.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ -	\$ -

TOTAL CASH	\$ 9,976,900.09	\$ 9,956,387.30	\$ 10,201,770.82	\$ 10,262,358.47	\$ 10,426,237.51	\$ 10,476,585.37	\$ 10,215,578.34	\$ 10,326,268.36	\$ 10,412,923.92	\$ 10,061,922.58	\$ 10,040,065.78	\$ -	\$ -
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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	\$ 2,302.44	\$ 150,000.00	\$ 147,697.56	1.53%	98.47%
16300-030	Belt Press Addition	\$ 729,090.88	\$ 1,600,000.00	\$ 870,909.12	45.57%	54.43%
16400-010	Collection System Rehab	\$ 41,797.30	\$ 1,400,000.00	\$ 1,358,202.70	2.99%	97.01%
16500-010	Misc. Equipment	\$ 93,803.10	\$ 150,000.00	\$ 56,196.90	62.54%	37.46%
16600-030	New Truck Outfit	\$ 7,968.55	\$ 10,000.00	\$ 2,031.45	79.69%	20.31%
22500	ARRA Reimbursement	\$ 38,583.32	\$ 77,167.00	\$ 38,583.68	50.00%	50.00%
TOTAL		\$ 913,545.59	\$ 3,397,167.00	\$ 2,483,621.41	26.89%	73.11%

FY2021-2022 Operations Expenses Actual versus Budget YTD

Account Number	Account Title	YTD Actual	YTD Budget	Remaining Budget \$	Budget Spent %	Remaining Budget %
PLANT EXPENSES						
50300	Safety	\$ 18,295.60	\$ 15,000.00	\$ (3,295.60)	121.97%	-21.97%
50400	Plant Supplies	\$ 80,490.11	\$ 80,000.00	\$ (490.11)	100.61%	-0.61%
50500	Utilities	\$ 112,845.18	\$ 135,000.00	\$ 22,154.82	83.59%	16.41%
50600	Repairs/Maintenance	\$ 188,126.18	\$ 210,000.00	\$ 21,873.82	89.58%	10.42%
50700	Other Plant Expenses	\$ 5,485.81	\$ 9,000.00	\$ 3,514.19	60.95%	39.05%
50800	Sludge Removal	\$ 14,590.94	\$ 23,000.00	\$ 8,409.06	63.44%	36.56%
50900	Education	\$ 22,144.52	\$ 5,000.00	\$ (17,144.52)	442.89%	-342.89%
COLLECTION EXPENSES						
51300	Collection Supplies	\$ 487.02	\$ 4,000.00	\$ 3,512.98	12.18%	87.82%
51400	Cleaning/TV/Repair	\$ 13,319.79	\$ 15,000.00	\$ 1,680.21	88.80%	11.20%

FY2021-2022 Operations Expenses Actual versus Budget YTD

Account Number	Account Title	YTD Actual	YTD Budget	Remaining Budget \$	Budget Spent %	Remaining Budget %
51500	Fuels	\$ 11,313.00	\$ 11,000.00	\$ (313.00)	102.85%	-2.85%
51700	Other Collection Expense	\$ 644.51	\$ 1,000.00	\$ 355.49	64.45%	35.55%
LAB EXPENSES						
52300	Lab Supplies	\$ 3,690.28	\$ 4,000.00	\$ 309.72	92.26%	7.74%
52400	Testing	\$ 10,101.26	\$ 11,000.00	\$ 898.74	91.83%	8.17%
52500	Permitting	\$ 1,600.00	\$ 1,800.00	\$ 200.00	88.89%	11.11%
52600	Repairs/Maintenance	\$ 1,387.46	\$ 7,000.00	\$ 5,612.54	19.82%	80.18%
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%
RESERVOIR / EFFLUENT EXPENSES						
55100	Repairs/Maintenance	\$ 7,422.54	\$ 15,000.00	\$ 7,577.46	49.48%	50.52%
55300	Utilities	\$ 28,175.42	\$ 30,000.00	\$ 1,824.58	93.92%	6.08%

FY2021-2022 Operations Expenses Actual versus Budget YTD

Account Number	Account Title	YTD Actual	YTD Budget	Remaining Budget \$	Budget Spent %	Remaining Budget %
GENERAL & ADMINISTRATIVE EXPENSES						
64300	Office Supplies	\$ 12,078.11	\$ 10,500.00	\$ (1,578.11)	115.03%	-15.03%
64350	Bank Charges	\$ 144.96	\$ 11,000.00	\$ 10,855.04	1.32%	98.68%
64400	Telephone	\$ 15,113.59	\$ 12,500.00	\$ (2,613.59)	120.91%	-20.91%
64500	Postage	\$ 6,990.35	\$ 9,000.00	\$ 2,009.65	77.67%	22.33%
64600	Advertising/Publication	\$ 2,613.00	\$ 2,000.00	\$ (613.00)	130.65%	-30.65%
64700	Travel & Per Diem	\$ 6,148.69	\$ 4,000.00	\$ (2,148.69)	153.72%	-53.72%
64800	Bad Debts	\$ -	\$ 400.00	\$ 400.00	0.00%	100.00%
64900	A/R Collection Expense	\$ 400.00	\$ 1,500.00	\$ 1,100.00	26.67%	73.33%
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	\$ 3,315.66	\$ 5,000.00	\$ 1,684.34	66.31%	33.69%
65200	Filing Fees/Permits	\$ 1,398.25	\$ 12,000.00	\$ 10,601.75	11.65%	88.35%
65300	Office Equipment	\$ 64,621.58	\$ 25,000.00	\$ (39,621.58)	258.49%	-158.49%
PROFESSIONAL FEES						
71100	Legal	\$ 10,925.30	\$ 40,000.00	\$ 29,074.70	27.31%	72.69%
71200	Engineering	\$ 156,468.70	\$ 45,000.00	\$ (111,468.70)	347.71%	-247.71%
71300	Accounting/Audit	\$ 50,957.00	\$ 30,000.00	\$ (20,957.00)	169.86%	-69.86%
71400	Lobbying Services	\$ -	\$ -			
TOTAL		\$ 859,565.60	\$ 911,890.00	\$ 52,324.40	94.26%	5.74%

FY2021-2022 Payroll Actual versus Budget YTD

Account Number	Account Title	YTD Actual	YTD Budget	Remaining Budget \$	Budget Spent %	Remaining Budget %
Salaries	\$	819,024.07	\$ 998,648.00	\$ 179,623.93	82.01%	17.99%
Benefits	\$	258,356.03	\$ 334,900.00	\$ 76,543.97	77.14%	22.86%
Medical	\$	163,270.87	\$ 251,154.00	\$ 87,883.13	65.01%	34.99%
TOTAL	\$	1,240,650.97	\$ 1,584,702.00	\$ 344,051.03	78.29%	21.71%

Agenda Item 5

Minutes from May 3, 2022 Regular Board Meeting And May 18, 2022 Special Board Meeting

Items in this Section Include:

- ✓ ***May 3, 2022 Minutes***
- ✓ ***May 18, 2022 Minutes***



Board of Trustees
Minutes of Regular Meeting
Tuesday, May 3, 2022
6:00 P.M.
Board Room
Minden-Gardnerville Sanitation District
1790 Hwy. 395
Minden, Nevada

Board Members Present:

Barbara Smallwood
Ted Thran
Mike King
Ray Wilson
Mary Schilling

Staff Members Present:

Peter Baratti
April Burchett
LaVonne Ghanavati
Bruce Scott

Others Present:

Chris Shorten
Rob Anderson
Tom Dallaire
Sondra Condron
Carlo Luri

Board Members Absent:

None

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

Public Comment: There was no public comment.

Chairman's Comment: Ray reported on the date and time of Bob Allgeier's memorial service, and he noted that Bob was responsible for gaining \$400,000 to MGSD by simply by reading MGSD's contracts.

Claims Review and Approval: There were no questions or comments by Board. Chair called for public comment. No public comment. **Motion by Ted Thran to approve the claims received for March, 2022 in the amount of \$97,586.74, and to approve the payroll-related expenses paid during March, 2022 in the amount of \$147,442.09.** Seconded by Mary Schilling. Motion carried [5 ayes (King, Schilling, Smallwood, Thran, Wilson), 0 nays, 0 abstain, 0 absent].

Minutes of April 5, 2022 Regular Board Meeting: Barbara noted that an addition to the minutes was done at her request on Page 6, in order to clarify the document and date of the agreement discussed. Mike asked if this was discussed, and Barbara did not recall if the referenced document number was specifically stated. Bruce stated that since the document number is noted in parentheses, the implication is that the information is supplemental to the discussion. **Motion by Ray Wilson to approve the minutes of the April 5, 2022 Regular**



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May 3, 2022
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Board Meeting. Seconded by Mary Schilling. No public comment. Motion carried [5 ayes (King, Schilling, Smallwood, Thran, Wilson), 0 nays, 0 abstain, 0 absent].

The Village at Monte Vista: Bruce reported that the mains have not been through final inspection, but the standards appeared to have been met. However, when the camera was done this afternoon, it looks like one of the lines has been damaged. Either the developer can bring the as-builts back for approval after the line is repaired, or the Board can authorize staff to do the final approval. It does not currently meet District standards. Peter stated that he would like to see the field work finished by RCI first and then approve the as-builts. Peter requested that the item be continued. Rob Anderson stated he was not aware of the problem, or he would not have submitted it. They will take care of the repair, and he will get with Peter regarding which segment of pipe. Rob asked if it passed other inspections, and Peter said it did. Barbara asked if we should put a time stipulation on this. Bruce stated that it can be resurveyed in two weeks and he anticipated it can come back to June meeting. Rob stated the supervisor at Santa Ynez Valley Construction is anxious to get this resolved so they can start pulling building permits. **Motion by Ray Wilson to continue the approval of The Village Monte Vista as-builts to the June meeting, unless the developer requests a special meeting.** Seconded by Ted Thran. No public comment. Motion carried [5 ayes (King, Schilling, Smallwood, Thran, Wilson), 0 nays, 0 abstain, 0 absent].

Douglas County Easement Request for Multimodal Trail: Peter stated the County is looking for an easement along Muller Ln., adjacent to an area we use for irrigation. He supported granting the easement, as it would support the County's trail plan and would be good for the community. It appears the space can accommodate this, but he would need to look at the regulations for the land application permit, since we apply treated effluent in the vicinity. There are also some other utilities in the area that don't belong to MGSD, but it should not impact the area for use as a trail. Tom Dallaire passed out exhibits showing the proposed easement area, including the Douglas County transportation plan that includes this area as part of a bike trail. He clarified that they are requesting 20 feet along the District's Muller Lane frontage from the south right-of-way. He provided the overall plan for trails to be budgeted for next year and noted that this particular piece is moving up on the priority list. He also provided mapping showing the Martin Slough trail, which is currently being paved from Jake's Wetland to Gilman. The trails plan includes expanding the trail from Monte Vista, through the Dreyer Ranch, to the Martin Slough at Hwy 395. They are looking at how to cross Hwy 395 and are coordinating with NDOT for projects, including installation of a roundabout at Muller Ln. The idea is to connect this area with the Martin Slough trail and have a trail system from Genoa to Muller Ln, and then from Minden to Toler in Gardnerville. The County will provide all the documents to grant the



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easement. They are also contacting the other owners along Muller Ln for easements. They did receive 15 feet from Park Ranch Holdings adjacent to another 9.5' wide easement previously granted for right-of-way. The Bently property was already listed for sale, and the County will approach the buyer for easement dedication after the sale. The Nature Conservancy path is currently in use, and there are plans to provide a pedestrian crossing. Ted asked if we would need to put up a chain link fence with the increased pedestrian traffic. Peter stated we already have a chain link fence in place. Our property is posted with No Trespassing signs and we have not had any issues with pedestrians on our property. Mike thought it's a good idea, although he had a concern about someone getting off the trail onto MGSD's property and getting hurt. He asked about a safety survey. Tom stated that they will do what needs to be done to put in proper fencing if the need is identified. Mike pointed out that it is marshy out there and he would like to make sure that it doesn't turn into a tragedy. Barbara pointed out that MGSD is needed to complete the easement, other than the short Bently portion. Peter stated that a solution could be to install an additional fence behind our current fence. He emphasized that what MGSD has in the ground at that area is not being used right now, but we need to make sure NDEP's requirements for distance on the land acquisition permit are met. Barbara asked if the County will provide the mapping and easement grant documents, and Tom said they would. Bruce stated that NDEP is not as concerned about effluent access for flood irrigation as for sprinklers. He thought that working with the County on fencing for additional protection would meet NDEP's needs. We are applying effluent on the ground rather than spraying. Barbara felt that facilitating this is good for the community as long as we meet environmental guidelines and safety issues.

The Chair asked for public comment. Carlo Luri supported it and noted that having the option of a separate paved trail from the road is an amenity for the community. Halfway up Muller is the terminus of the West Fork trail, which is popular, and is accessed primarily from Genoa. Barbara asked about trail maintenance and if they would have to be fenced off if they cannot maintain the trails. Tom said the County will have to prove the maintenance as part of the federal funding.

Motion by Mike King to approve granting a 20-foot-wide easement along MGSD's property frontage on Muller Lane for the purpose of a multimodal trail, subject to the completion of a safety survey to identify and mitigate any unforeseen issues, and to the identification of the exact geographical location in conjunction with MGSD's engineering and staff review and approval. Seconded by Ted Thran. No public comment. Motion carried [5 ayes (King, Schilling, Smallwood, Thran, Wilson), 0 nays, 0 abstain, 0 absent].



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District Manager Annual Review: Barbara noted that on Page 8 of 10 of the evaluation form, she would like to add "Peter's participation on the State level with the Nevada Water Environment Association was a great accomplishment." Peter stated that he was properly noticed. Barbara asked if anyone wanted to add anything for the record, and the Board had nothing else to add. Barbara asked if Peter would like to make any comments. Peter stated he is grateful for the confidence that the Board has placed in him, and the comments give him the opportunity to grow in this position. He thanked the Board for working with him as a team, as well as for their input. Barbara asked about any goals Peter would like to discuss with the Board. Peter stated he would like to pursue state level boards, and others who participate in state boards have administrative leave time given to them for travel. He requested some way to include this in the contract for attendance at events that are out of the area. He has been prudent in not taking MGSD time by attending meetings via Zoom. He has completed all of POOL/PACT's management and advanced management classes as well as Public Utility management courses. He would also like to see other staff members having the same courses. Ray stated he appreciated everything Peter said, and there is always room for improvement. Peter stated that when he goes to Nevada Water Environment Association events, he uses his personal vacation time while NWEA pays for his travel expenses. Mike pointed that under State policy, he would be considered to be on authorized leave from MGSD and covered for Workers' Comp. If he was on personal leave, he wouldn't be covered. Barbara felt that HR should develop a policy in this regard and have it approved by the Board. April Burchett recommended adjustments to Peter's salary and allowed capacity allocation. She explained that the County Manager received a 3% increase. She also explained that in the past, the Board maintained the data on plant capacity, but over time that was delegated to the District Manager. With increased construction, it would be helpful to staff if the District Manager can approve more capacity purchases administratively. Discussion followed regarding a pay increase versus a bonus. Ray asked Peter his preference, and Peter stated he would prefer a pay increase. The Chair asked for public comment, and there was none. **Motion by Ray Wilson to grant Peter Baratti a 3% salary increase, change the capacity allocation to be administratively approved by the District Manager from 5 to 10 edu's, and to extend the contract from June 2022 to June 2023.** Seconded by Ted Thran. No public comment. Motion carried [5 ayes (King, Schilling, Smallwood, Thran, Wilson), 0 nays, 0 abstain, 0 absent].

Attorney-Client Conference: Bill Peterson was not present.

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

Things are continuing to grow, but projects are taking a long time to complete.



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The updated system map is completed. The blueline streams have not been highlighted since the map was already at the printer when the request was made. That will be added with the next update.

Ray asked about the new fast food restaurant he heard was going in, and Peter stated Firehouse Subs is being proposed across from the new McDonalds, as well as a small commercial strip.

District Manager's Report: Peter Baratti reported on the following items:

Peter reported that a letter of fees owing was sent to Chuck Hathoot for his project on Pinenut.

The meetings with HDR listed in the District Manager's report were for applications to the State Revolving fund to see if the projects would qualify for funding. These projects included the GRGID interceptor rehab and the Pine View sewer project. He will have a meeting with the State on these tomorrow. He is hoping the GRGID project will qualify for principal forgiveness loan.

Barbara asked about details on the SmartCover contract. Peter said it is for the flow meter system and is mainly used to determine the flows from the Ranchos. He added a second manhole cover to get more data to determine the actual flow from the Ranchos.

Andrew Marshall is beginning to handle our inspections, and a new position of Inspector has been implemented since there is so much going on. He's a good candidate for leadership training since he is out in the public.

The property on Gilman curve seems to have changed owners, and he has met with the owners regarding the main and easement issues. Any project will come through County's pre-application process.

Barbara stated that there was recently a project brought forward by GRGID that wasn't brought to Douglas County. Peter stated that GRGID meets with Peter for preliminary information, and he has a good rapport with Greg Reed, so we are aware of everything they have going on.



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Peter discussed the status of various plant projects, as outlined in the District Manager's report, highlighting the gas skid maintenance, the pump station improvements, the flare redeployment, and the plant lighting which will result in a 20% savings in energy costs.

Peter stated we were supposed to have the CMAR contract back from Bill Peterson, and April reported that Bill stated he needed to review it.

Bently Ranch: Peter reported that staff would like to pursue researching avenues of financing to purchase the Bently Ranch. The property is getting ready to be listed and once it is sold, there is no guarantee our biosolids disposal would continue. This purchase would be good for the District as well as the community. The alternative would be to haul our biosolids to Lockwood, which would be very costly and that would not be a permanent solution. The effluent disposal is also going to increase, and we will need to continue to utilize land application. If land application cannot continue, tertiary treatment would need to be implemented. The best way for us to continue our current disposal operations would be to acquire the property. Barbara asked about the number of acres. Peter responded that there are 5,000 acres noted in our contract with Bently, but the entire ranch is up as one unit for a cost of \$100,000,000. Peter also noted that acquiring the biosolids facility would not change MGSD's designation as a sewer fund since we are allowed to dispose of and sell the byproducts of sewage. Barbara clarified that we won't be able to purchase just the portion we utilize. Peter stated that although we don't use all the land included in the ranch now, in the future we may need much more. There are also potential revenue streams with biosolids and water right leasing.

Bruce discussed the reservoir that was built by Bently. As we generate more effluent, Bently takes the excess that Galeppi and Park don't take. If a new owner comes in, they may try to reduce the land application area. There is no contract on the biosolids, and that is critical for several entities. It would be a good money-maker since there is no alternative. There is also the potential of public benefits with the non-irrigated portions of the ranch and with conservation easements. There are a lot of questions, but the concept is intriguing if there is a way to get to some of the money that could be available. It's very preliminary now, but anybody looking at it would most likely be looking at developing it.

Barbara didn't think Don Bently would have supported the breaking up of the Ranch. She was on the County Commissioners when the County was considering purchasing the Slash Bar H Ranch. The County would have had complete control of the ranch. It sounds like something that should be looked into. Ted recommended that Pete study it and come back with a report. Ray asked about how this would impact rates, and Ted stated there would be revenues to offset the



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cost. Peter stated that we need to look at their operations and review the revenues and costs, and a letter of intent would give us that access. Ted saw it as a revenue-generating conservation easement and thinks people would be willing to pay for it. Peter noted that it is also a green project, so it would qualify for some funding at the state and federal levels. Mike stated that it seems like it's time-sensitive. He likes the idea, but we really need guidance from our legal counsel. He suggested staff do the research and the Board talk with legal counsel, and he is willing to come back for a special meeting.

Ray asked about other agencies who come in with us. Peter has spoken to Bill who said it is within our right to pursue this. We are looking at grants, and HDR asked us to reach out to the other entities. The response from the other agencies has been positive, and they are interested in having a forum on this, and one entity brought up the idea of a coalition to purchase the ranch. Peter felt that it makes more sense for MGSD to initially handle it solely. He has spoken to USDA, and there is no cap on the principal and the loan would be about 2%. The ideal would be to have some funding from grants, as well as some in loans.

Mike asked if it is possible to talk to Chris Bently and let him know that we're trying to do this and ask if can he give us some time to put this together. Barbara stated that under the agenda item, Peter is asking for a Letter of Intent. Peter stated that he has spoken to Bently's representatives and the property will be listed next week. A letter of intent would help. Discussion followed regarding the sale of the distillery before the ranch. Barbara would like to look into this further, and she would like to know what it would cost for each entity to put in tertiary treatment. Ray asked about the possibility of asking Bently to donate the land that we need for land application. Discussion followed regarding the contract being signed with the real estate agent. Matt from Bently recommended a Letter of Intent on the grounds that it would allow us to start looking into their finances, but the contract with the broker has already been signed. Bruce noted that the State Revolving Loan Fund has money available, and they typically ask for a preliminary engineering report and cost. It's potentially a costly study, but if we share with other entities it could help with the cost. The USDA works closely with NDEP, and these would be good funding sources. Bruce suggested to direct staff to look into funding and to bring it back to the Board for further direction.

The Chairman asked for comments from Chris Shorten and Sondra Condrón. Chris thought it was a good idea and asked if the Board has some ability to slow down development if a private buyer purchased the property. Bruce stated that any buyer is going to be concerned about MGSD. According to Bently's representatives, all the contracts have been disclosed so a buyer would be aware of the issues up front. Ted asked about disclosures for hazardous material



Minutes
May 3, 2022
Page 8

deposits, and Barbara said that is not required anymore. Sondra asked about the contracts that other entities have. Peter stated that none of the agencies has a biosolids disposal contract with Bently. Sondra felt that Bently will get what he can from the sale. Bruce stated that we can bring up our contract with the broker.

Controller's Report: LaVonne had nothing to report.

Administrative Report by Staff: April discussed providing a potluck dish for Bob's service, and Ray explained that we won't need to do anything if we are not planning on staying after the service.

Board Comment: Barbara reported that Douglas County relocated the ARPA money to the general fund and declared it lost revenue, and one of the things they funded in the CIP was a \$50,000 study to look at funding for a sewer intertie at the south end of Gardnerville.

Mike King congratulated Sondra and Chris who have been declared elected along with Ted Thran. For personal reasons, he has chosen to withdraw his candidacy. He felt both Sondra and Chris are well qualified to serve as trustees.

Public Comment: There was no public comment.

Meeting adjourned 8:30 p.m.

Approved by the Board of Trustees as presented on:

Date By _____
Ted Thran, District Secretary

:/ab



Board of Trustees
Minutes of Special Meeting
Tuesday, May 18, 2022

11:30 A.M.

Board Room

Minden-Gardnerville Sanitation District
1790 Hwy. 395
Minden, Nevada

Board Members Present:

Barbara Smallwood
Raymond Wilson
Ted Thran
Mike King

Staff Members Present:

Peter Baratti
LaVonne Ghanavati

Others Present:

None

Board Members Absent:

Mary Schilling

Meeting called to order at 11:40 a.m. by Barbara Smallwood, Chairman.

Public Comment: Barbara noted the County purchase of Bently property.

MGSD Budget for FY 2022-2023: Peter reported that the Board had previously received the budget information, and it was reviewed at a prior meeting. The state approved the tentative budget submittal. There are no changes to the budget. We have submitted numerous applications to the State Revolving Funds, and some of the capital budget items may qualify for State funding. There were no questions from the Board. The Chairman called for public comment, and there was no public comment. **Motion by Ted Thran to adopt the MGSD Budget for FY 2022-2023 with a tax rate of 0.1224.** Seconded by Ray Wilson. Motion carried [Vote: 4 ayes (king, Smallwood, Thran, Wilson); 0 nays; 0 abstain; 1 absent (Schilling)].

District Manager/Staff Report: Peter reported that he still waiting for a response from Bill Peterson for the contract for the GRGID interceptor. Barbara asked if the Board was okay with the Chairman signing the contract or if they want the board to approve it. The Board directed the Chairman to sign the contract when it is available. Ray asked that if there are any changes then it should come back to the Board. The Board concurred.

Peter reported that the Bently Ranch will be listed on Friday. We are in contact with USDA for financing options.

There are a lot of projects coming forward. The County is being careful in what they are allowing. Jeremy Hutchings is providing sensible guidance in the County's meetings. They are looking out for MGSD's needs and easements, and it has been of value to the District.



Minutes
May 18, 2022
Page 2

Board Comment: There was no board comment.

Public Comment: There was no public comment.

Meeting adjourned 11:55 a.m.

Approved by the Board of Trustees on:

Date
:/ab

By _____
Ted Thran, District Secretary

Agenda Item 6

Heybourne Meadows Phase IIIB Record Drawing Approval and Line Acceptance

Items in this Section Include:

- ✓ ***Letter from R.O. Anderson Engineering requesting approval***
- ✓ ***Letter from Resource Concepts, Inc., dated June 1, 2022***



May 17, 2022

Via E-mail and Hand Delivery

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

**Heybourne Meadows, Phase IIIB – Record Drawings
Request for Acceptance of Improvements**

Dear Peter,

As you are aware, Mountain West Construction has completed construction of the sewer collection system improvements within this phase of the project. I understand that the sewer system was pressure tested, mandrel tested and flushed during construction and that each of these tests were completed satisfactorily.

Attached please find two hard copies and one PDF version of the record drawings for the project. Within these drawings we have endeavored to capture all changes that we were aware of or that were provided to us from the Contractor's notations made during construction. If, after reviewing these drawings, you are aware of other modifications that were made, I trust you'll not hesitate to provide them to us, and we will make the necessary adjustments.

At this time, on behalf of the Owner, Heybourne Meadows I, LLC, we respectfully request MGSD's formal acceptance of the sewer collection system.

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. John Carlson, Owner, Mountain West Construction
Presley Cochran
Ezra Nilson, Manager, Heybourne Meadows II, LLC
Bruce Scott, PE, District Engineer

Attachments

\\ws-fp-02\Clients\Client Files\2406\2406-010\Documents\Ltr T.P. Baratti MGSD RE Request for Acceptance Heybourne IIIB.doc



June 1, 2022

Via email: 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 Heybourne Meadows Phase IIIB

Dear Chairman Smallwood and Members of the Board:

On May 20, 2022, we received updated record information for Heybourne Meadows Phase IIIB 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 Heybourne Meadows Phase IIIB and accept the sewer improvements subject to the following conditions:

1. All pipe lengths 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. Payment of all fees and charges of MGSD for capacity, connection, review, inspection, etc. should be paid prior to final acceptance of the sewer facilities.

I'll be happy to discuss this further and answer questions after the board meeting should you have any.

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
The Town of Minden, J.D. Frisby
Douglas County Community Development Building
Douglas County Community Development Engineering
Bill Peterson, Esq.
Presley Cochran

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

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276 Kingsbury Grade, Ste. 206, Stateline, NV
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(775) 588-7500 • fax: (775) 589-6333

Agenda Item 7

Borda Annexation

Items in this Section Include:

- ✓ ***Petition for Annexation***
- ✓ ***Preliminary Title Report***



PETITION FOR ANNEXATION

ASSESSOR PARCEL NO. OF PROPERTY: 1320-32-801-028

TOTAL ACREAGE TO BE ANNEXED: 19.08 acres

ADDRESS OF PROPERTY (if known): 1118 Mill Street

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

PROPERTY OWNER (attach additional sheets if needed):

NAME: Borda Family Living Trust 2018

ADDRESS: P.O. Box 824

CITY: Fernly

STATE NV

ZIP 89408

PHONE NO. (775) 790-0740

FAX NO. _____

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).

OWNERS' REPRESENTATIVE:

NAME: Robert O. Anderson, PE, CFM, WRS

FIRM NAME: R.O. Anderson Engineering, Inc.

ADDRESS: P.O. Box 2229

CITY: Minden

STATE: NV

ZIP: 89423

PHONE NO.: (775) 782-2322

FAX NO.:

AUTHORITY TO REPRESENT

Gentlemen:

I, Ted R. Borda, Trustee Borda Family Trust 2018, hereby authorize the above named representative, Robert O. Anderson, PE, CFM, WRS, 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 name representative, Robert O. Anderson PE, CFM, WRS.

This authority to represent shall commence upon the date of execution herein and shall continue up to and including December 31, 2021, unless otherwise revoked by written notice from me.

IN WITNESS WHEREOF, I have executed this Authorization to Represent on this 26 day of March, 2021.

Ted R. Borda, Trustee, Borda Family Living Trust, 2018
Owner Ted R. Borda, Trustee, Borda Family Living Trust 2018

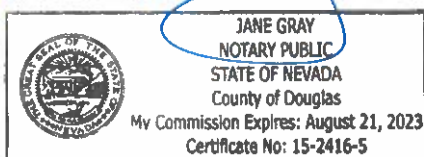
STATE OF Nevada)

: SS

COUNTY OF Douglas)

On March 26, 2021, personally appeared before me, a Notary Public, Ted R. Borda, Trustee, Borda Family Living Trust 2018, who acknowledged that he executed the above instrument.

Jane Gray
Notary Public



ACKNOWLEDGEMENT OF FEE OWNERS:

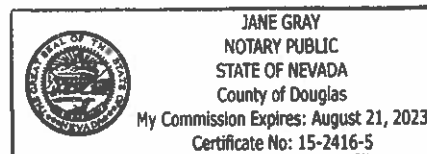
We, the fee owners of the described property in Exhibit "A" or Legal Description attached to the Petition, hereby petition the MINDEN-GARDNERVILLE SANITATION DISTRICT for annexation to the District.

DATED: 3/26/21
Ted R. Borda *Trustee, Borda Family Trust, 2018*
OWNER Ted R. Borda, Trustee Borda Family Trust 2018 OWNER

STATE OF Nevada)
COUNTY OF Douglas) : SS

On March 26, 2021, personally appeared before me, a Notary Public, Ted R. Borda, Trustee Borda Family Trust 2018, who acknowledged that he executed the above instrument.

Jane Gray
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





TITLE COMMITMENT

for

1118 Mill Street
Gardnerville, NV 89410

Escrow Number:
1480963

Escrow Officer

Branch Location:
Gardnerville Office
1362 Hwy 395, Suite 109
Gardnerville, NV 89410

Marketing Representative
House Account - BDO - Carson City
(555) 555-5555

*If you have further questions regarding the color code, please contact your Marketing Representative.

TRANSACTION QUESTIONNAIRE

****HELP US HELP YOU TO A SMOOTH CLOSING****

IF ANY OF THE BELOW QUESTIONS ARE ANSWERED "YES", OR IF YOU HAVE ANY QUESTIONS ABOUT THE BELOW INFORMATION, PLEASE CONTACT YOUR ESCROW OFFICER IMMEDIATELY

- Have any of the principals filed bankruptcy?
- Do any of the principals plan to use a Power of Attorney?
- Are any of the principals going through a divorce?
- Is anyone currently vested in title deceased and/or incapacitated?
- Do any of the principals NOT have a valid photo identification?
- Is there construction work in progress, recently completed or is there unfinished construction?
- Is there a manufactured or mobile home on the property?
- Are the sellers a non-resident alien or an out of the country seller?
- Will a new entity be formed? (i.e. Partnership, LLC, Corporation)
- Will any of the principals be participating in a 1031 Exchange?
- Are any of the principals unable to sign at a Stewart Title Company office? If so, an approved notary will be required

THANK YOU FOR CHOOSING STEWART TITLE COMPANY!



ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

Authorized Countersignature
Stewart Title Company
1362 Hwy 395, Suite 109
Gardnerville, NV 89410



Frederick H. Eppinger
President and CEO

David Hisoy
Secretary

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File No.: 1480963

ALTA Commitment For Title Insurance 8-1-16

Page 1 of 3

AMERICAN
LAND TITLE
ASSOCIATION



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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ALTA Commitment For Title Insurance 8-1-16

Page 2 of 3



- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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File No.: 1480963

ALTA Commitment For Title Insurance 8-1-16

Page 3 of 3



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Stewart Title Company
Issuing Office: 1362 Hwy 395, Suite 109, Gardnerville, NV 89410
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 1480963
Issuing Office File Number: 1480963
Property Address: 1118 Mill Street, Gardnerville, NV 89410
Revision Number: 1

Inquiries Should be Directed to:

Bonnie Graybill
(775) 332-7100 Fax: (775) 332-7121

1. **Commitment Date:** March 21, 2022 at 9:30AM

2. **Policy to be issued:**

Proposed Policy Amount

(a) ALTA Owner's Standard
Proposed Insured: Ted Borda

(b) ALTA Loan Extended
Proposed Insured:

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

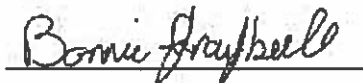
FEE SIMPLE

4. **The Title is, at the Commitment Date, vested in:**

Ted R. Borda and Diana J. Borda, as Trustees of The Borda Family Living Trust, dated August 10, 2018

5. **The Land is described as follows:**

See Exhibit "A" Attached Hereto



Authorized Countersignature
Bonnie Graybill, Title Officer

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File No.: 1480963

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 1 of 8

Initial

Initial

Initial

Initial



**ALTA COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1480963

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

A parcel of land located within a portion of Section 32, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, described as follows:

Commencing at the Southeast corner of Parcel No. 2 as shown on that Resubdivision of Parcel Map No. 87157 for Mathilda Hussman as recorded in Book 1277, at Page 729, as Document No. 15874 and shown as the Southwest corner of Parcel No. 1 on that Record of Survey for William Hussman as recorded in Book 492, at Page 1331, as Document No. 275307;

thence North 89°54'35" West, 340.25 feet to the Southwest corner of said Parcel No. 2, Document No. 15874; thence North 00°18'28" West, 785.12 feet to the Point of Beginning; thence North 82°23'49" West, 174.91 feet; thence North 89°29'31" West, 82.31 feet; thence South 80°09'56" West, 374.98 feet to the Easterly line of Mack Land Cattle Company; thence along said Easterly line of North 00°19'55" West, 678.24 feet to the Southerly corner of that area of Boundary Line Adjustment as recorded in Book 587, at Page 1191; thence per said Boundary Line Adjustment North 26°05'58" East, 384.53 feet to the Southerly line of Sierra Meadows, Phase 2, as recorded as Document No. 15229; thence along said Southerly line South 61°18'42" East, 110.00 feet; thence South 51°33'29" East, 919.50 feet to the common corner with Sierra Meadows Phase 1, as recorded as Document No. 09292; thence South 51°33'29" East, 180.00 feet; thence South 71°38'10" East, 240.30 feet; thence South 42°53'16" East, 47.33 feet to the Southerly line of that 50 foot road and utility easement as shown on said Document No. 15874; thence along said Southerly line South 38°37'29" West, 206.14 feet; thence along the arc of a curve to the right having a delta angle of 58°58'42", radius of 225.00 feet and an arc length of 231.61 feet; thence continuing on said Southerly line North 82°23'49" West, 427.29 feet to the Westerly line of said Parcel 2, Document No. 15874; thence along said Westerly line North 00°18'28" West, 50.48 feet to the Point of Beginning.

NOTE: The above metes and bounds description appeared previously in that certain Trust Transfer Deed recorded in the office of the County Recorder of Washoe County, Nevada on December 12, 2018, as Document No. 2018-923519, of Official Records.

APN: 1320-32-801-028

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

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ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1480963

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Show that restrictions or restrictive covenants have not been violated.
6. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
7. Pay all taxes, charges, and assessments affecting the land that are due and payable.
8. After the review of all the required documents, the Company reserves the right to add additional items and/or make additional requirements prior to the issuances of any policy of title insurance.
9. The requirement that payment in full per demand and a release to follow or at close is required for a Deed of Trust to secure an indebtedness in the amount of \$250,000.00, dated March 30, 2015, executed by Ted Borda and Diana Borda, as Trustor, to Northern Nevada Title Company, as Trustee, in favor of Ross Jeffrey Chichester, Trustee of The Ross Jeffrey Chichester Trust dated 1/22/93, as amended, as Beneficiary, recorded on April 9, 2015, as Document No. 2015-859911, Official Records of Douglas County, Nevada.
10. The requirement that an Owner's Declaration/Affidavit be completed, and supplied for review prior to the issuance of a policy of title insurance.
11. The requirement that a copy of the Borda Family Living Trust, dated August 10, 2018 Agreement and any amendments thereto, referred to in the vesting herein, be supplied to this office for review prior to the issuance of any policy of title insurance.
12. A property inspection will be made prior to recording the trust deed to be insured. If such inspection discloses any evidence of commencement of a work of improvement, the coverage for mechanic's lien insurance will be deleted from the policy, unless all the necessary documents for indemnification have been submitted to the Company and such indemnification has been formally approved by the Company, prior to recording the trust deed.

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

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13. Any liens that may be filed for work of improvement in progress or recently completed on said land.
(NO NOTICE OF COMPLETION HAS BEEN RECORDED)
14. Pending disbursement of the loan secured by the mortgage described herein, the Company insures only to the extent of the amount actually disbursed but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to the title, up to the face amount of the policy. Notwithstanding anything contained herein to the contrary, this policy does not guarantee the completion of the improvements, nor the sufficiency of funds for the completion
15. If the intended transaction involves a Construction Loan wherein the Proposed Lender is requesting ALTA Extended Coverage, including Mechanic's Lien Coverage, the ALTA 32 and ALTA 33 Endorsement procedure will be required to be approved for use by the Lender.
16. New construction will require underwriter approval prior to close of escrow, see Item(s) 12 to 15, above.

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
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Exceptions

File No.: 1480963

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Any lien or right to a lien for services, labor, equipment or material not shown by the Public Records.

Exceptions 2-5 will be omitted on extended coverage policies.

6. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records, proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
7. (a) unpatented mining claims, (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b) or (c) are shown by the public records, (d) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

9. State and County Taxes for the fiscal year July 1, 2021 to June 30, 2022, together with any other taxes or assessments collected therewith, a lien, now due and payable: ASSESSORS PARCEL NUMBER: (1320-32-801-028) are currently unavailable from the Douglas County Assessor, Please contact the Douglas County Treasurer at (775) 782-9014 for current payment information
10. The lien, if any, of supplemental taxes, assessed pursuant to the provision of the Nevada Revised Statutes.
11. Any liens that may be created for delinquent waste management charges pursuant to NRS 444.520.
12. Any additional liens which may be levied by reason of said premises being within the Gardnerville Town Water Company and Minden-Gardnerville Sanitation District and the Mill Street Sewer Extension Home Owners Association, a General Improvement District.
13. Rights of way for any existing roads, trails, canals, streams, ditches, drain ditches, pipe, pole or transmission lines traversing said premises.
14. Water rights, claims or title to water, whether or not recorded.
15. Provisions, Reservations, Easements and the effect thereof, contained in the Patent from the United States of America, recorded on July 22, 1919, in Book 1 of Patents, Page 451, Land Patent Records of Douglas County, Nevada.
16. Provisions, Reservations, Easements and the effect thereof, contained in the Patent from the United States of America, recorded in Book 2 of Patents, Page 451, Land Patent Records of Douglas County, Nevada.
17. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided for or delineated on Parcel Map, filed in the office of the County Recorder of Douglas County, State of Nevada, recorded as Document No. 15874 and 87157. Reference is hereby made to said map for particulars. If one is not included herewith, one will be furnished upon request.
18. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights thereto, granted to Howard D. and Mary Ann McKibben, William L. and Helen Elizabeth Hussman and Margaret McMeekin, recorded on March 8, 1984, in Book 384, Page 648, as Document No. 97890, Official Records of Douglas County, Nevada.
19. Road Maintenance Agreement upon the terms and conditions contained therein, executed by L. Rodger Bitton, Et Al, recorded on April 18, 1990, in Book 490, Page 2416, as Document No. 224146, Official Records of Douglas County, Nevada.

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

20. Covenants, conditions and restrictions as set forth in an instrument, recorded on June 3, 1991, in Book 691, Page 134, as Document No. 252004, Official Records of Douglas County, Nevada; but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
21. An easement affecting a portion of said land for the purposes stated herein, together with incidental rights thereto, and incidental purposes, granted to The Town of Gardnerville, recorded on August 22, 1991, in Book 891, Page 3664, as Document No. 258456, Official Records of Douglas County, Nevada.
22. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided for or delineated on the subdivision map for #275307. Reference is hereby made to said plat for particulars. If one is not included herewith, one will be furnished upon request.
23. Agreement for Annexation into Minden-Gardnerville Sanitation District, upon the terms and conditions contained therein, executed by and between the parties named therein, subject to the terms, covenants and conditions therein provided, recorded on April 4, 2003, in Book 0403, Page 2423, as Document No. 572529, Official Records of Douglas County, Nevada.
24. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided for or delineated on the subdivision map for #613573. Reference is hereby made to said plat for particulars. If one is not included herewith, one will be furnished upon request.
25. Agreement for Annexation, upon the terms and conditions contained therein, recorded on June 18, 2004, in Book 0604, Page 9474, as Document No. 616523, Official Records of Douglas County, Nevada.
26. Grant of Easement and incidental purposes, granted to Michael C. Gilbert and Angel Kerr Gilbert husband and wife as joint tenants with right of survivorship by Alton Anker and Sue Anker, husband and wife, recorded on January 5, 2010, as Document No. 756640, Official Records of Douglas County, Nevada.
27. Rights of parties in possession.

NOTE: Taxes for the fiscal year 2021-2022, in the amount of \$3,386.11 have been paid in full.
(APN 1320-32-801-028)

THE FOLLOWING NOTES ARE FOR INFORMATION PURPOSES ONLY:

Stewart Title Company RESERVES THE RIGHT TO AMEND THIS COMMITMENT/REPORT AT ANY TIME.

*****ATTENTION LENDERS*****

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THE 100 ENDORSEMENT IS NO LONGER BEING OFFERED. THE REPLACEMENT ALTERNATIVE IS THE ALTA 9.10-06 AND IS NOW REFLECTED IN THE ALTA SUPPLEMENT IN THE COMMITMENT/REPORT.

NOTE: Any notes following the legal description (if any) referencing NRS 111.312 are required for recording purposes only and will not be insured in any policy of title insurance.

NOTE: A search of the Official Records for the county referenced in the above order number, for the 24 months immediately preceding the date above discloses the following instruments purporting to convey the title to said land: NONE

NOTE: If any current work of improvements have been made on the herein described real property (within the last 90 days) and this Commitment/Report is issued in contemplation of a Policy of Title Insurance which affords mechanic lien priority coverage (i.e. ALTA POLICY); the following information must be supplied for review and approval prior to the closing and issuance of said Policy: (a) Copy of Indemnity Agreement; (b) Financial Statements; (c) Construction Loan Agreement; (d) If any current work of improvements have been made on the herein described real property Building Construction Contract between borrower and contractor; (e) Cost breakdown of construction; (f) Appraisal; (g) Copy of Voucher or Disbursement Control Statement (if project is complete).

NOTE: This commitment/report makes no representations as to water, water rights, minerals or mineral rights and no reliance can be made upon this commitment/report or a resulting title policy for such rights or ownership.

NOTE: Notwithstanding anything to the contrary in this commitment/report, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this commitment/report. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

NOTE: The map, if any, attached hereto is subject to the following disclaimer:

Stewart Title Company does not represent this plat as a survey of the land indicated hereon, although believed to be correct, no liability is assumed as to the accuracy thereof.

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Stewart Title Guaranty Company Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this Privacy Notice for California Residents ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Biometric Information
Category F: Internet or other similar network activity
Category G: Geolocation data
Category H: Sensory data
Category I: Professional or employment-related information
Category J: Non-public education information
Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>


Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Deputy Chief Compliance Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056



DOUGLAS COUNTY
ASSESSOR'S OFFICE

SCALE: 1" = 200'
REVSD: 10/15/2019

1320-32-8

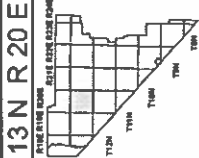
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SEC. 32

6	5	4	3	2	1
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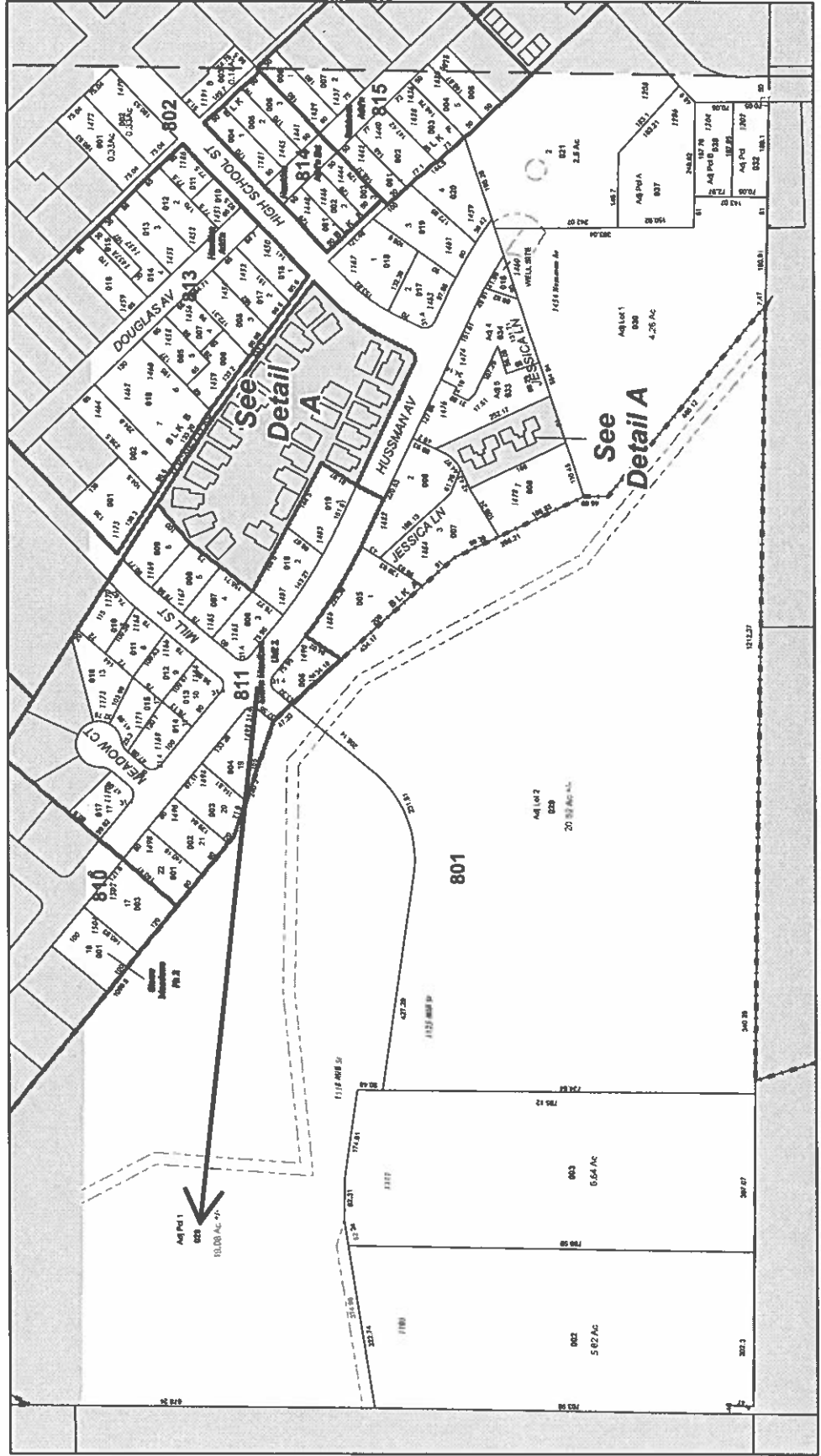
T 13 N R 20 E



Map Legend

- Parcel Boundary
- Subdivision Boundary
- Town Boundary
- Township/Range/Section
- Approximate River Center Line
- Easements - See Recorded Documents
- Open Space/Conservation Easements

Parcel Number	Parcel Sub/Seq Number	Parcel Acreage	Parcel Block Number	Parcel Lot Number	Parcel Address
001	110	1.0 Ac	B L K A	1	110



NOTE: This map is prepared for the use of the Douglas County Assessor, for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.

Agenda Item 8

Pine View Estates Contract of Service

Items in this Section Include:

- ✓ ***Draft Contract for Providing Sewer Service***

When Recorded Please
Return to:

Minden Gardnerville Sanitation District
P.O. Box 568
Minden, Nevada 89423

DRAFT
CONTRACT FOR PROVIDING SEWER SERVICE

This Agreement is made on this ____ day of _____, 2022, between the PINE VIEW ESTATES HOME OWNERS ASSOCIATION, a Nevada Corporation organized and existing under NRS 81.010 – 81.160, (hereinafter referred to as “OWNER” or “HOA”), and the MINDEN-GARDNERVILLE SANITATION DISTRICT, a governmental body organized under the laws of the State of Nevada (hereinafter referred to as “DISTRICT”).

WITNESSETH:

WHEREAS, the OWNER owns portions of the real property situate within the County of Douglas, State of Nevada (“Pine View Estates” or the “Property”), specifically described as follows:

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada described as follows:

Mount Diablo Meridian Nevada
T.11.N., R.21E.,
Sec. 5, parcels A and B.

APN (see attached) Schedule A, containing 62.76 Acres more or less

WHEREAS, the OWNER, as the HOA, owns all of the common areas and open space in Pine View Estates, and the owners of the 219 individual lots comprising the remainder of Pine View Estates are members of the HOA and are bound by all the governing documents of the HOA;

WHEREAS, the OWNER has been awarded loan and grant (funding) from the U.S. Department of Agriculture Rural Development (“USDA”) to construct a wastewater main

(“OWNER’s Main” or “Improvements”) from Pine View Estates to connect to the DISTRICT’s wastewater treatment system at a location to be determined near the DISTRICT’s existing twelve-inch main along the west side of U.S. Highway 395 that terminates approximately THREE THOUSAND THREE HUNDRED (3,300) feet south of the intersection of Highway 395 and Muller Parkway (the point of connection will be near the south boundary of the property that includes the Wa She Shu Casino) (“Point of Connection”);

WHEREAS, the principal amount of the loan portion of the loan and grant funding OWNER has received from USDA is ONE MILLION SEVEN HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$1,785,000.00) (the “USDA Loan”), and the term of the USDA Loan is forty (40) years;

WHEREAS, the OWNER is desirous of obtaining sewer capacity and sewer service from the DISTRICT to be delivered to the Point of Connection;

WHEREAS, the DISTRICT is willing to provide such sewer capacity and sewer service to the OWNER;

WHEREAS, at the DISTRICT’s request, OWNER has “oversized” the gravity portion of OWNERS’s Main from an eight-inch to a twelve-inch pipe from the point where it converts from a four-inch force main to a gravity main (the “Gravity Point”);

WHEREAS, in order to implement the terms and conditions of this Agreement the DISTRICT plans to enter into a certain indebtedness of a principal-forgiveness loan in the amount of SIX HUNDRED EIGHTY THOUSAND DOLLARS (\$680,000.00), between the District, as borrower, and the State of Nevada , Division of Environmental Protection as lender, pursuant to the Nevada Drinking Water State Revolving Fund program approved by the Board for Financing Water Projects on [APPROVAL DATE] to assist OWNER in the design, construction and installation of OWNERS’s Main (the “SRF Loan”), but assumes no obligations, liabilities or responsibilities under or pursuant to said loan agreement of whatsoever kind or nature save and except and subject to the condition that it actually enters into such agreement, in

which case District's duties, obligations and responsibilities shall be determined solely and exclusively by the terms and conditions of said loan agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

SECTION ONE

In consideration of being able to deposit OWNER's sewage in the DISTRICT's sewer system at the Point of Connection, the OWNER agrees to pay the following fees:

a. An application fee in the sum of ONE THOUSAND DOLLARS (\$1,000.00) has already been paid. This fee will be applied against the DISTRICT's expenses for review of OWNER's plans. Any balance remaining will be refunded to OWNER, but in the event the DISTRICT's reasonable expenses for review of an application exceed the fee, the OWNER will pay to the DISTRICT the additional expenses within thirty (30) days of the receipt of invoice from the DISTRICT.

b. A nonrefundable acreage fee totaling THIRTY SEVEN THOUSAND SIX HUNDRED FIFTY-SIX DOLLARS (\$37,656.00), which represents payment for the applicable acreage fee of SIX HUNDRED DOLLARS (\$600.00) per acre for the 62.76 acres of Pine View Estates served by the DISTRICT. Such amount is due and payable when this Agreement is returned to the DISTRICT fully executed by the OWNER. Payment must accompany the written Agreement. The receipt of this fee is acknowledged by the DISTRICT.

c. A capacity fee totaling EIGHT HUNDRED THIRTY-TWO THOUSAND TWO HUNDRED DOLLARS (\$832,200.00) represents payment for the applicable capacity fee of \$3,800 per unit for TWO HUNDRED NINETEEN (219) units of capacity. The capacity fee will be paid by the OWNER, in full, prior to issuance of a connection permit connecting OWNER's system to the DISTRICT's main. The above-described capacity fee is subject to revision, and the amount of the fee shall be the comparable rate within the DISTRICT for each Equivalent Dwelling Unit ("EDU") at the time of allocation. All capacity not used within two (2) years of the date of

allocation of the sewer capacity will be forfeited to the DISTRICT without any recourse or refund to OWNER.

d. A connection fee for each of the 219 units is due and payable at the time the connection is made. This fee is subject to revision, and the amount of the fee shall be the comparable rate within the DISTRICT for each EDU of Capacity purchased and allocated commencing at the time of connection of the OWNER's system to the DISTRICT's main. Such connection fee is presently TWO HUNDRED SEVENTY-FIVE DOLLARS (\$275.00) per Equivalent Dwelling Unit for residential connection and THREE HUNDRED DOLLARS (\$300.00) for commercial connection.

e. A monthly fee will be due and payable by OWNER for each allocated EDU and will be the same as customers using sewage facilities within the DISTRICT for a comparable use but adjusted to account for and include the loss of the tax revenues paid by members and constituents of the DISTRICT within DISTRICT Boundaries. The monthly fee may be raised or lowered from time to time in the future in the same manner as the monthly fee for customers using sewage facilities within the DISTRICT. Billing will be on a quarterly basis and shall commence immediately after this Agreement is returned to the DISTRICT fully executed by OWNER and the OWNER's Main is connected to the DISTRICT's main. No future additional connections to Owners System shall be permitted unless and until Owner consults with MGSD, Owner agrees to pay for any new additional capacity or acreage fees necessary to connect such new additional units, MGSD has such capacity available and agrees to provide such capacity, and Owner agrees to pay for any and all new connections fees for all new additional connections.

f. Payments pursuant to Paragraph (e) above will become due and payable by OWNER at the DISTRICT's office on or before the thirtieth (30th) day after the statement has been mailed. In addition, a penalty of one and one-half percent (1-1/2%) per month for non-payment of the charges and basic penalty shall be imposed on the first day of the calendar month following the due date. Additional 1-1/2% penalties shall be charged for each additional month the account is in arrears.

SECTION TWO

DISTRICT agrees that subject to related legal fees and an administrative fee in a commercially reasonable amount to be agreed upon in the future, it will expend the entirety of the SRF Loan to assist OWNER in the design, construction and installation of OWNERS's Main.

- a. **Reimbursement from SRF Loan.** Upon Final Completion of the Improvements, the District shall reimburse Owner the direct, actual costs of the Improvements incurred by Owner from proceeds of the SRF Loan. Owner shall supply the District with copies of contracts, vouchers, bills, bills of sale, agreements, invoices, cost data, releases, change orders and any other documents, materials, information and other data (back-up information) as may reasonably be required by the District to support, verify and otherwise confirm the payment to Owner. In no event shall District's reimbursement obligation or payment obligations under this Agreement exceed the amount of the proceeds received on the SRF Loan, nor shall District assume any liability or responsibility whatsoever for confirming, verifying, inspecting or ensuring that any of the Improvements were procured, installed, built or constructed, or the authenticity, legitimacy, validity, or genuineness of any back-up information, and may exclusively rely on the presentation or representation of such by Owner, or Owner's representative, for any and or all of the above without any inquiry whatsoever. This Agreement does not set forth any terms or conditions relating to District's rights, duties or obligations under the SRF loan and District assumes no liability or any duties, obligations or responsivity for said loan, or for any aspect of said loan including application for said loan or repayment unless and until District enters into an agreement for said loan in which case its liability shall be exclusively determined under and pursuant to the terms and conditions of such loan agreement and not otherwise.

SECTION THREE

OWNER agrees to construct all facilities connecting its system to DISTRICT's main at the Point of Connection in accordance with the DISTRICT's applicable rules, regulations and ordinances. OWNER will give the DISTRICT notice five (5) days prior to commencing construction and must obtain the DISTRICT's written approval that such facilities comply with

DISTRICT rules, regulations and ordinances prior to the time any sewage or waste water is deposited into DISTRICT's system at the Point of Connection.

a. OWNER shall be solely responsible for the design and construction of the entirety of OWNER's Main. Owner shall design, perform, construct, and complete the Improvements utilizing contractors duly licensed and bonded in the State of Nevada. Owner shall cause the Improvements to be constructed in a good and workmanlike manner in accordance with the (a) plans and specifications for such Improvements approved by the governmental agencies with jurisdiction over the Improvements, including the District; (b) all applicable laws, regulations, codes, and ordinances, (c) all requirements of governmental authorities and other duly qualified bodies having jurisdiction with respect to each portion of the Improvements, including District regulations and standards, and (d) this Agreement. Notwithstanding the foregoing, District assumes no responsibility or liability for determining or insuring that any of the foregoing were procured, constructed or installed in compliance with any of the foregoing. Owner shall Finally Complete the Improvements no later than _____. Owner shall bear all risk of loss with respect to the Improvements until dedication and acceptance of the portion of the Improvements that will be transferred to the District.

1. **Federal Requirements.** Owner acknowledges that eligibility for SRF Loan reimbursement will require compliance with certain federal procurement regulations, including payment of Davis Bacon wage rates, procedures for soliciting and awarding construction contracts under 40 CFR 31.36, lobbying certifications, securing a DUNS number, registration in SAM.gov and those set forth in Schedules B through G attached hereto. Owner shall at all times comply with and shall require Owner's contractor to comply with all applicable federal procurement provisions, but MGSD shall have no liability and assumes no responsibility for inspecting, checking, verifying or ensuring any such compliance.

b. OWNER shall own, and be solely and exclusively responsible for inspection, maintenance and operation of, its system, including all lines, laterals, manholes, and all other

appurtenances, improvements and equipment, throughout and from Pine View Estates to the Gravity Point, including any pumps and lift stations.

c. DISTRICT will own, and assume full responsibility for inspection, maintenance and operation of, OWNER's Main, including manholes, and all other appurtenances, improvements and equipment, from the Gravity Point to the Point of Connection; provided, the DISTRICT will not own or assume responsibility for any pumps or lift stations.

d. Should the DISTRICT determine at any time that the design, installation, construction, inspection, maintenance or operation of any portion of OWNER's Main or OWNER's collection system presents an imminent hazard to human safety, property or the environment, then DISTRICT may terminate service until such time as DISTRICT determines that such hazard or any danger to persons or property or the environment is resolved.

SECTION FOUR

All facilities necessary or required to connect OWNER's system to the DISTRICT's main shall be designed and constructed at the OWNER's expense (subject to OWNER's obligations above to design, construct and inspect in accordance with the DISTRICT's requirements and subject to DISTRICT's approval). DISTRICT shall have no responsibility or liability for design, construction, inspection, maintenance or operation thereof except as set forth in Section 3 above.

SECTION FIVE

OWNER agrees to grant to the DISTRICT an easement in all locations where and which the DISTRICT reasonably requires to gain ingress, egress, or access to any part of DISTRICT's dedicated facilities or property and shall grant, and without any further documentation hereby does grant, in addition to and not in lieu of any easement, a license to DISTRICT for access to any part of Pine View Estates to investigate and inspect for any problems or issues relating to the discharge of any substance that may ultimately be discharged into DISTRICT's system. Any easement shall be in substantially the form as the copy of the unexecuted Right of Way Grant attached hereto as

Schedule H. OWNER agrees to properly execute all necessary and proper documents to carry out the requirements of the easement or license granted hereunder.

SECTION SIX

The terms of this Agreement shall be deemed to be a covenant which touches and concerns and runs with the land and shall be binding upon the heirs, devisees and assigns of the OWNER. A copy of this Agreement shall be recorded in order that subsequent parties will be bound by the terms of this Agreement.

SECTION SEVEN

When the DISTRICT desires an area being contracted with to be annexed or when an area being contracted with becomes contiguous to the DISTRICT's boundaries, at MGSD's request which MGSD in its sole discretion may or may not make, the OWNER will annex its property and will pay all applicable fees based on the difference between the amount the OWNER has paid at the time of entering into the contract for service and the fees which are then currently being charged for annexation.

SECTION EIGHT

This Agreement will renew automatically for one-year terms. However, in the event that the DISTRICT is legally unable to provide services or is prevented from further providing the same, this Agreement shall terminate and the DISTRICT shall have no further obligation to serve the OWNER, its heirs, devisees or assigns.

SECTION NINE

DISTRICT agrees that OWNER may pledge this Agreement to USDA as security for the USDA Loan. OWNER acknowledges that by entering into this Agreement, DISTRICT does not and has not assumed any responsibility, liability or obligation whatsoever for any aspect of the funding or for any loan or grant that may be extended or provided to OWNER, now or in the future, and by entering into this Agreement, assumes no obligation, liability or responsibility to any pledgee or third person.

SECTION TEN

DISTRICT agrees to remit to OWNER FIVE HUNDRED DOLLARS (\$500) per connection for any future direct, but not indirect, connection to OWNER's main during the term of the USDA Loan, which OWNER will apply to the principal of the USDA Loan. The DISTRICT's obligation pursuant to this Section will terminate upon OWNER's full repayment of the USDA Loan. In its sole discretion, OWNER may waive the five-hundred dollar fee for certain future connections. It is OWNER's responsibility to notify the DISTRICT when it is waiving collection of said fee.

SECTION ELEVEN

This Agreement shall inure to the benefit of and be binding upon the executors, administrators, assigns and successors of the respective parties.

SECTION TWELVE

OWNER shall have only sixty (60) days from the date this Agreement is delivered to OWNER, inclusive of any and all mailing time, to return the signed Agreement to the DISTRICT accepting all of the terms and conditions of the Agreement without making any changes or modifications thereto. Should the Agreement not be returned within the sixty (60) day period, the offer to contract shall be revoked and OWNER must then reapply.

EXECUTED at Minden, Nevada, on the date first above written.

DISTRICT

OWNER

By: _____
Barbara Smallwood
Chair, Board of Trustees
Minden Gardnerville Sanitation District

By: _____
Larry Rice
President, Pine View Estates Home
Owners Association

ACKNOWLEDGEMENTS

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

 This instrument was acknowledged before me, a Notary Public, on the _____ day of _____, 2022, by Larry Rice.

By: _____
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

 This instrument was acknowledged before me, a Notary Public, on the _____ day of _____, 2022, by Barbara Smallwood.

By: _____
Notary Public

Agenda Item 11

Engineer's Report

Items in this Section Include:

- ✓ ***Letter from Bruce Scott dated June 2, 2022***



June 2, 2022

Via email: 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 May 2022

Dear Chairman Smallwood and Members of the Board:

May has seen a continuation of the general workflow related to construction and field activity for new development. The belt press project is continuing to move forward and finally nearing completion. The GRGID Interceptor project is awaiting contract approval so that we can move forward with the project in conjunction with Gardnerville Ranchos General Improvement District. It does not appear that this project will qualify for any kind of financial assistance with the state at this stage of the process. Any possible financial assistance would most likely be a loan which would be time consuming and more cumbersome than following through with the commitments of financial support at GRGID and MGSD already made from existing funds. Future projects are definitely candidates for consideration using the infrastructure funding programs that the State is now seeing funded through the federal government.

The biggest effort this month in a new area has been following up on the discussion with the Board at the May meeting regarding the sale of the Bently Ranch. We have been working with MGSD staff in their review and research efforts, as well as the State Revolving Fund management and staff related to potential applications and grant possibilities. There is interest at the state level, and we are working with MGSD staff to put together a framework plan for possible consideration by the Board, as well as reaction and feedback from the State Revolving Fund for clean water.

We are seeing new submittals for projects which seem to take a long time to process through the approval system. Existing projects are moving forward on the ground and the level of development and activity continues to be higher than it has been in the last few years. I guess we will see how interest rates and the economy impact that, but it appears, at least as this time, that development is still moving forward in many areas.

Please let me know if you have any questions.

Sincerely,

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

Bruce R. Scott, P.E.
District Engineer

BRS/sb

cc: Bill Peterson, Esq.
Presley Cochran, El

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340 North Minnesota St.
Carson City, NV 89703-4152
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Agenda Item 12

District Manager's Report

Items in this Section Include:

- ✓ ***June 2022 District Manager Report***
- ✓ ***May 2022 Capacity Report***



Minden Gardnerville Sanitation District
District Manager's Report
June 3, 2022

CAPACITY ALLOCATIONS/PURCHASES:

- 8 EDU's were sold for various projects, and 3 additional sold on June 2nd

WILL SERVES LETTERS ISSUED:

- None

Public Records Requests: 1 for SmartProcure for all claims paid Feb-May 2022

MEETINGS ATTENDED AND SCHEDULED:

- 5/2/22 Pre-App meeting for 3 acre commercial site on Hwy 88 & Hwy 395 (Firehouse Subs)
- 5/2/22 Meeting with Jennie Johnson from NDEP regarding State Revolving Loan Fund Applications
- 5/2/22 Pre-App meeting for Virginia Ranch development
- 5/12/22 Field meeting with Linda McGregor regarding sewer laterals crossing her property on Courthouse St.
- 5/17/22 Belt Press meeting with contractor and engineers
- 5/18/22 Pre-App meeting for Dutch Bros. coffee (Minden Gateway center)
- 5/18/22 Pre-App meeting for Martin's Creek Townhomes
- 5/18/22 Pre-App meeting for Mountain Sage development
- 5/31/22 Meeting with Wells Fargo Bank regarding funding for land acquisition
- 6/1/22 Meeting with Bruce Scott regarding land acquisition

VENDORS AND CONTRACTS:

- Annual contract for SmartCover signed

STAFF/OFFICE ITEMS:

- Safe and Sober Workplace training from POOL/PACT for staff and supervisors

PROJECTS IN THE DISTRICT:

- Waiting on contractor to perform repair on The Village at Monte Vista

LINE REHABILITATION AND PLANT IMPROVEMENT PROJECTS:

- Repair main booster pump on heat loop is completed
 - Line cleaning and inspection program is underway
 - Pond road rehab and old pump station demolition almost complete
 - Grit pump station line break and building flooded. Repair complete.
 - Co-Gen carbon media replacement, currently down for repairs
 - I currently have some information for future rehab and replacement pricing
-

ENGINEERING/LEGAL/ACCOUNTING

5/27/22 – Onsite meeting with Arashdeep Singh from HDR Engineering regarding master plan draft document, as well as current belt press progress

Respectfully submitted,
Peter V. Baratti, District Manager



**MONTHLY REPORT OF
CAPACITY SOLD
May 2022**

Date	Project Name	Address	EDU's Sold	Existing EDU's	Amount Collected			Approved By	Comments
					Capacity	Connection	Total		
5/2/2022	Tim Lewis Homes	Carriage Ct	4.00		\$ 15,200.00	\$ 1,100.00	\$ 16,300.00	Peter	
5/5/2022	Tim Lewis Homes	Carriage Ct	1.00		\$ 3,800.00	\$ 275.00	\$ 4,075.00	Peter	
5/11/2022	Village at Monte Vista	Buttonwillow St	3.00		\$ 11,400.00	\$ 825.00	\$ 12,225.00	Peter	
TOTAL EDU's SOLD			8.000		\$ 30,400.00	\$ 2,200.00	\$ 32,600.00		

Agenda Item 14

Administrative Report by Staff

Items in this Section Include:

- ✓ ***Obituary for Lois Sorenson***



Lois Sorensen

October 23, 1925 - April 29, 2022

Born Lois Jean Mc Elroy October 23, 1925, Deceased April 29, 2022.

June 1944 Lois met the love of her life Douglas Sorensen in Altoona Pennsylvania, he was stationed at Aberdeen Proving Grounds. On the 4th week of their courtship Doug said if she had \$2.50 for a license they could get married.

Soon Doug was off to the Philippines and Lois was going to Gardnerville NV. To live with Mom and Pop Sorensen to become a country girl. When Doug returned home they lived on the ranch on Centerville Lane she had bumper lambs in the kitchen to care for and the duty of packing the car with baby Connie and heading to the family resort in Hope Valley to start her duties of mixing cement in the wheelbarrow and other pleasant chores.

She figured out it was time to go to work in the public sector. Her many careers included Whitakers Variety, Deputy Recorder for Douglas County, Southwest Gas, Douglas High School, MGSD with Bonnie Fettic and hostess at the Pink House for Patrick Glenn.

Lois leaves behind her Son Chris (Louise) Grandchildren Christiana, Alice (Jim), Thomas (Nikki), Michael (Larry). Great Grandchildren, Jordan, Sara, Sam, Mallory, Keenan, Travis and Lillian.

Preceded in death by husband Doug, daughter Connie.

Heartfelt thank you to Vickie Cunnigham, Debbie Posnien, all the wonderful care givers at Ormsby Care Facility, Hospice.

A memorial service will be held at Waltons Funeral Home in Carson City at 1:30 PM Friday May 20th with Fr. John Corona officiating.

In memory giving to Eagle Valley Childrens Home 2300 Eagle Valley Ranch Rd. Carson City NV 89703 or Suicide Prevention Network 1625 Highway 88 Suite101 Minden NV 89423