



**GARDNERVILLE WATER COMPANY
REGULAR BOARD MEETING
JULY 12, 2022
AGENDA**

The Gardnerville Water Company is committed to providing water in a courteous and accountable manner, for the long-term benefit of our customers, above and beyond the standards set for public health, safety, and the environment.

Gardnerville Water Company will hold their regular monthly meeting at the Gardnerville Water Company office located at 1579 Virginia Ranch Rd, Gardnerville, Nevada, 89410 on July 12, 2022 at 5:00 p.m.

The meeting will be also conducted electronically. The public may participate may join the GWC Board Meeting remotely via a zoom meeting. Join <https://us06web.zoom.us/j/91113215842>. Audio may be through computer or by phone (408)-638-0968. It is the intent of GWC to provide this remote access option, however the GWC cannot guarantee the remote access to be free from technical interruptions.

The agenda is emailed or posted at the following locations not less than 3 days prior to the meeting day: Gardnerville Water Company office and website, Gardnerville Post Office, Raley's Supermarket, Town of Gardnerville, Town of Minden, and Minden-Gardnerville Sanitation.

Notice: All matters on the agenda are scheduled with possible action

Call Regular meeting to order
Pledge of Allegiance
Approval of the Agenda
Approval of Regular Board Meeting Minutes for June 14, 2022
Water Operations Supervisor Quarterly Update

PUBLIC COMMENT: (No Action) - This portion of the meeting is open to the public to speak on any topic not on tonight's agenda, limited to three minutes.

- 1) Old Business
- 2) New Business
 - A. Discussion and Possible Action Regarding Updating GWC Rules and Regulations
 - B. Discussion and Possible Action Regarding Annexation Fees
- 3) Attorney Report – Chuck Zumpft
- 4) Manager's Report
- 5) Board Comments
- 6) Adjournment

Best Water! Best Service!



Gardnerville Water Company
Regular Board Meeting Minutes
Tuesday, June 14, 2022 5:00p.m.
Board Room
1579 Virginia Ranch Rd
Gardnerville, NV 89410

Board Members Present:

Ken Deering, *Chairman*
Dave Ellison, *Vice Chairman*
Doug Sonnemann, *Treasurer*
Barbara Henningsen, *Secretary*
Carl Spahr, *Member-at-Large*

Staff Members Present:

Mark Lovelady, *GWC Manager*
Kristien Bennett, *GWC Financial Officer*
Lisa Taylor, *GWC Administrative Assistant*
Chuck Zumpft, *GWC Attorney*

Public Present:

Peter Baratti
Teodora Gonzalez

Ken Deering called the June 14, 2022, Regular Board Meeting to order at 5:00 p.m.

Approval of Agenda: Doug Sonnemann made a motion to approve the Agenda for the June 14, 2022, Board Meeting. Dave Ellison seconded the motion. Motion was approved.

Minutes of the June 14, 2022, Regular Board Meeting: Doug Sonnemann made a motion to approve the June 14, 2022, Regular Board Meeting Minutes. Carl Spahr seconded the motion. Motion was approved.

Financial Statements for June 14, 2022: Dave Ellison made a motion to approve the June 2022 Financial Statement as presented. Carl Spahr seconded the motion. Motion was approved.

Public Comment: (No Action) – This portion of the meeting is open to the public to speak on any topic not on tonight's agenda, limited to three minutes.

Agenda Item 1: Old Business

A. Well 10 CMAR Project

GWC and RDC signed the CMAR contract on 05/25/2022. RDC will be seeking the building permit and begin mobilization.

B. 1394 Hwy 395 Parceling Project

Mountain West Construction has yet to complete the 1394 Hwy 395 project. Asphalt pouring is scheduled for 6/9/22, the date the project contract is set to be due.

C. Highway 395 Waterline Improvement Project

GWC and RCI is working on coordinating plans with NDOT.

D. GWC Mission Statement

Current mission statement:

The Gardnerville Water Company is committed to providing water in a courteous and accountable manner, for the long-term benefit of our customers, above and beyond the standards set for public health, safety, and the environment.

Suggestion:

The Gardnerville Water Company is committed to providing water in a courteous and accountable manner for the long-term benefit of our customers. We strive to meet and exceed the standards set for public health, safety, and the environment.

Reliably provide clean water at a good value to GWC members, now and for years to come.

Reliably deliver safe water with minimal downtime and interruption. Invest in processes, equipment, and technology to minimize customer service interruptions, and to best facilitate customers' interactions and transactions with the water company. Develop, retain, and fairly compensate qualified staff who can best achieve the goals of the water company.

Consensus of the Board wants GWC Mission Statement to be short and concise, more to the point of what is most important to our customers. The Board picked out certain verbiage and sent it back to Trebeca to revise.

E. GWC Accounting Internal Controls

Michel Knott reviewed GWC accounting internal controls and other policies and determined they were sufficient for a small company such as GWC. He had minor additions such as: who opens the mail, who takes deposits to the bank, and who approved timecards. He suggested a GWC Financial Policy to take all the different financial policies (accounting, purchasing, contracts, emergency account, etc) and bring them under one. Kristien will be drafting that for board review. GWC Accounting Policies are attached for review.

Kristien completed a draft GWC Financial Policies for the Doug Sonnemann and Dave Ellison to review. The board discussed whether they agreed that the controls were sufficient. Barbara Henningsen disagreed. She believed the board needed greater control over reviewing invoices, bank reconciliations, and that managements spending levels were too great. Ken Deering said he disagreed, he felt he didn't need to approve tires for a truck but to approve the purchase of the truck. Dave Ellison agreed. He said that he felt the CPA determined the processes were sufficient and that the board is reviewing everything. Doug Sonnemann described his process as GWC Treasurer in approving invoices, bank statements and reconciliations.

F. Storage Tank Diving Inspection

RDC was provided the video and pictures of tank 1. Mark Lovelady meet with RDC and they agreed to complete all warranty work required. RDC will seek to do the work Fall 2022.

Agenda Item 2A: Discussion and Possible Action Regarding Server Replacement

The GWC server was purchased in January 2017 and is recommended by E Squared C, GWC's IT Service Company, to replace the server every seven years. Servers can take between 3-4 weeks to arrive after ordered, and a couple more weeks to migrate the software and data GWC requires.

With this in mind, to provide redundancy for GWC data requirements, the current server will be moved to a backup position running in conjunction with the new server. GWC will utilize the new server as its main server and run the current server as a backup server so if the new server fails, GWC will only be down approximately 1 hour for E Squared C to switch servers. The current server has 2 years of life expectancy and can be reviewed for possible replacement in the 2024 CIP budget.

The new server option includes one of the fastest server disk drives on the market today. It will ensure the fastest speeds possible for Caselle and other server-based services (shared files, etc.). The server rack is a 24U option would be ideal to move the SCADA server into the rack for added security.

This dual running scenario comes with an additional monthly cost of \$250 per month. This includes all the digital tools, securities, and management nuance that goes into keep each of those servers running to the standards outlined in the MSA.

The new Server would include the following:

CPU: 3.4 GHz, 4 Cores

Memory: 64 GB

Storage: 2.22 TB (OS: 300 GB 15K, DATA: 1.92 TB SSD)

Warranty: 7 years

Network: 1000 BASE-T (x2) and 10G SFP+ (x2)

Windows Server 2022

Microsoft licensing - 10 users

24U rack server enclosure – hold both main & backup server plus SCADA server

The 2022 CIP budget included an estimate of \$18,395. The quote from E Squared C, in the amount of \$16,002, this for the server, rack server enclosure, labor to migrate all software, and Windows licensing.

Recommendation

Manager and staff recommend the Board of Directors award the GWC office server purchase to E Squared C in the amount of \$16,002.

Doug Sonnemann made a motion to approve the office server purchase to E Squared C in the amount of \$16,002. Carl Spahr seconded the motion. Motion approved.

Agenda Item 2B: Discussion and Possible Action Regarding Selling 1394 Hwy 395

GWC has received a Commercial Purchase Letter of Intent from Peter Baratti and Teodora Gonzales-Pacheco to purchase 1394 Hwy 395 in the amount of \$400,000.

Intent details:

- Terms - Commercial Real Estate Loan via Bank of America
- Closing - After parcel map is completed
- Closing costs - both parties bearing their own expenses
- Possession - no more than 15 days after closing
- Inspection - no more than 15 days after a binding purchase agreement is signed

Comparable sales are \$355,000 to \$365,000. GWC will have closing costs and legal fees (purchase agreement).

Mark Lovelady informed the board by going this route, not using a real estate agent, there is a savings of \$24,000. Parcel map to be completed by the end of July. Ken Deering asked how long the process can take. Per Chuck Zumpft, typically 3-6 weeks for process to be completed. Chuck recommended wording changes regarding closing costs.

Ken asked if Peter had any questions of what comes with or without the property. Peter said he does not. He is familiar with the area and said this is a fantastic opportunity for their small business. Peter and Teodora described their small business with the board and how they have outgrown their current location.

Recommendation

Manager and staff recommend the Board of Directors approve the Letter of Intent by Peter Baratti and Teodora Gonzales-Pacheco to purchase 1394 Hwy 395 in the amount of \$400,000, permit Mark Lovelady to sign the agreement, and begin the process of sale of the property.

Carl Spahr made a motion with revisions of closing costs, per Chuck Zumpft to approve the Letter of Intent by Peter Baratti and Teodora Gonzalez-Pacheco to purchase 1394 Hwy 395 in the amount of \$400,000, permit Mark Lovelady to sign the agreement. Doug Sonnemann seconded the motion. Motion approved.

Agenda Item 3: Attorney Report – Chuck Zumpft

No Report

Agenda Item 4: Manager’s Report

The following is a recap of work completed by GWC staff in the month of June 2022.

1. Meters, Plan Reviews & Impact fees
 - A. There were 4 meter(s) installed or replaced in June 2022
 - B. There were 0 plan reviews in June 2022
 - C. There were \$0 in impact fees invoiced in June 2022

2. Service Orders, Locates & Leak Notices
 - A. There were 45 service orders completed by GWC staff in June 2022
 - B. There were 22 locates completed by GWC staff in June 2022
 - C. There were 42 leak notices completed by GWC staff in June 2022

3. Water Consumption & Pumpage

Total Water Pumped	90,980,700
Total Acre Feet Used	279.13

2022 CONSUMPTION	
January - February Total Consumption	27,169,902
March - April Total Consumption	51,586,910
May - June Total Consumption	
July - August Total Consumption	
September - October Total Consumption	

November - December Total Consumption	
2022 TOTAL Consumption	78,756,812

Water Loss (Gallons)	12,223,888
Water Loss (%)	13.44%

4. Monthly Water Operations Supervisor Update
 - A. Completed SOPs for all sites
 - B. Jonas will retest June 2022 for D3
 - C. Eamon practicing for class B driving test
 - D. Yard maintenance and weed cleaning
 - E. Cleaning and painting fire hydrants
 - F. Cleaning street valves throughout system
 - G. Replaced both 6" check valves in booster 1 due to failure
 - H. Tank diving

5. Staff Safety Courses Taken
 - A. Heat Stress Recognition and Prevention – May
 - B. Industrial Ergonomics - June

6. Current Projects in Review
 - A. Maverik Gas Station
 - B. Ashland Park Subdivision
 - C. Ashland Park - Muller Pkwy
 - D. Village at Martins Trail
 - E. Pinenut Road Self Storage
 - F. Carson Valley Veterinary
 - G. Gardnerville Station Outlet
 - H. Stor-All Expansion

7. Current Projects Under Construction
 - A. Great Life Church
 - B. Residence 1861 Apartments
 - C. Thoroughbred Crossing Apartments

8. Current Properties in Annexation
 - A. Corley Ranches LLC - The Farmstead at Corley Ranch - 130.55 acres
 - B. Ashland Park - 13.72 acres

9. 2022 Board of Directors Notice of Elections

Ken Deering and Barbara Henningsen positions on the GWC Board of Directors is up for re-election. Notice of Elections was placed in the June 1, 2022, Record Courier, GWC website and Facebook page. Candidate applications are accepted June 24, 2022, through August 12, 2022. In the case of a full election is required, ballots will be mailed to eligible members by September 30, 2022. Ballots will be accepted until 2pm November 8, 2022, with ballot counting beginning after the 2pm deadline.

Agenda Item 6: Board Comments

No Comments.

Agenda Item 7: Adjournment

Dave Ellison made a motion to adjourn the meeting. Doug Sonnemann seconded the motion. Motion was approved. Ken Deering adjourned the meeting at 7:51 PM.

AGENDA ITEM 1
OLD BUSINESS

A. Well 10 CMAR Project

GWC and RDC signed the CMAR contract on 05/25/2022. RDC will be seeking the building permit and begin mobilization.

B. 1394 Hwy 395 Parceling Project

Waiting for Douglas County to finish the parceling.

C. Highway 395 Waterline Improvement Project

GWC and RCI is working on coordinating plans with NDOT.

D. GWC Mission Statement

Current mission statement:

The Gardnerville Water Company is committed to providing water in a courteous and accountable manner, for the long-term benefit of our customers, above and beyond the standards set for public health, safety, and the environment.

Suggestion:

- The Gardnerville Water Company is committed to providing water in a courteous and accountable manner for the long-term benefit of our customers. We strive to meet and exceed the standards set for public health, safety, and the environment.
- Reliably provide clean water at a good value to GWC members, now and for years to come.
- Reliably deliver safe water with minimal downtime and interruption. Invest in processes, equipment, and technology to minimize customer service interruptions, and to best facilitate customers' interactions and transactions with the water company. Develop, retain, and fairly compensate qualified staff who can best achieve the goals of the water company.

Utilizing the current mission statement and the suggestions, Trebeca Itzen created three different versions of GWC Mission, Vision, and Values for the board to consider. See attached.

VISION STATEMENT

Continued commitment to our valued customers, dedicated personnel, and treasured water resources, meeting the needs of our growing market now and in the future.

MISSION STATEMENT

To provide the best water and the best service yesterday, today and tomorrow.



GWC VALUES

- ◆ **SERVICE:** Provide safe and reliable water, treating all customers fairly and with respect.
- ◆ **CUSTOMER CONFIDENCE:** Through transparent, honest communication.
- ◆ **PERSONNEL DEDICATION:** Proactively build a competent, effective, and dedicated staff.
- ◆ **STEWARDSHIP:** Managing precious environmental resources that are vital to human life.
- ◆ **ACCOUNTABILITY:** Manage funds responsibly, fairly and with integrity.
- ◆ **PLANNING:** Maintaining existing resources and planning for future growth.
- ◆ **PREPARATION:** Prepare for the unforeseen through commitment to safety, security, and emergency preparedness.

Best Water! Best Service!

Agenda Item 2A

Discussion and Possible Action Regarding Updating GWC Rules and Regulations

Staff requests minor changes to wording to clarify the rules and regulations regarding the annexation process. All changes have been reviewed and approved by GWC attorney, Chuck Zumpft.

Changes suggested:

- Change #1 - Section B Item 3 - Removed water rights to be dedicated, rule change
- Change #2 - Section B Item 7 - Moves deposit requirements
- Change #3 - Section D – Changed dates to contact the applicant regarding disapproval of annexation
- Change #4 - Section E Item 2 - Requires a deposit of \$10,000 – previously a schedule based upon acres annexed. Current annexations costs are \$10,000 – \$12,000.
- Change #5 - Section E Item 5 - Revised water rights wording to reflect water rights will be based on service connection size of service, thereby removing need for credits and refunds of over or underestimates of water rights, water rights to be paid at time of connection - this permits GWC to obtain the highest value for the water rights. For example, Ashland Park prepaid their water rights at \$8,000 now they are valued at \$12,000 - GWC has lost \$4,000 per acre foot of water rights. This is also easier for determining the impact fees required for a connection by staff.
- Change #6 - Section E Item 6 – Adding wording requiring completion of service area map
- Change #7 - Section E Item 7 – Adding wording requiring applicant to diligently pursue annexation
- Change #8 - Section G - Adds wording for extensions of time and an annexation extension fee and requires a fee
- Change #9 - Section H - Adds wording of conditions of service and requirement of recording GWC requirements
- Change #10 - Section XXII – Requisites to Connection - Adds wording of water rights and impact fees

Attached is the redline version to track changes and a final draft for review.

Recommendation

Manager and staff recommend the Board of Directors approve the updates to the GWC Rules and Regulations as presented.



GARDNERVILLE WATER COMPANY

Rules and Regulations

[APPROVED & UPDATED: ~~January 11,~~
~~2022~~ July 12, 2022]

Best Water! Best Service!

Gardnerville
WATER
COMPANY

YOUR WATER COMPANY

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15. reimburse the Utility for all fees, expenses and costs incurred by the Utility for plan checks, inspection fees and other essential goods or services related to the Applicant's application or development;
 16. provide the Utility with an inventory and map depicting the location of the facilities installed ("as-built") and a statement of actual construction costs, in reasonable detail, within sixty (60) days of the completion of construction and acceptance by the Utility;
 17. execute the essential documents to transfer ownership of the installed mains and related facilities to the Utility within sixty (60) days of the completion of construction and acceptance by the Utility; and
 18. pay to the Utility, in advance of the date construction is scheduled to commence, all fees and charges in effect at the time the request or need for extensions of mains and facilities is made.
- C. In the event the Applicant, or the Applicant's designated contractor as approved by the Utility, is permitted to make the extensions or alterations of mains and facilities as set forth above, the Applicant and the Utility may agree that the Applicant may seek reimbursement from future Applicants who utilize the mains and facilities installed by the Applicant. Under no circumstances will the Utility be responsible for reimbursement, however, the Utility will undertake its best efforts to advise future Applicants of the reimbursement obligation. In no event shall the reimbursement obligation extend for more than ten (10) years from the date the new mains and facilities are accepted by the Utility.

September 2016 Revision

Section XXI - Expansion of Service Area to Serve New Development

- A. General: The Utility may consider furnishing service to developments beyond the boundaries of the Utility's existing service area which are deemed acceptable to the Utility, whether they be within or without the official boundaries of any other town, political subdivision, or utility service area. Such service shall be considered on a case-by-case basis and will be subject to the specific approval of the Board. Approval may be granted only if the property is annexed into the Utility's service area. Absent good cause related to the Utility's operating convenience,² no annexation will be approved if it would result in the annexation of less than an entire existing parcel. It is declared the Utility's policy that annexation of a portion of a parcel is not in the interest of the Utility. New areas need not be contiguous to the Utility's existing service area.
- B. Content and Submission of Application: The application for annexation into the Utility's service area shall set forth the following:
1. an accurate legal description, proof of ownership, and vicinity maps depicting the location and elevations (5-foot contours) of the development to be served in relation to the Utility's existing service area;
 2. an estimate of the domestic and fire protection water requirements for the development to the satisfaction of the Utility;

~~3. a description of the quantity and quality of the water rights proposed to be dedicated to the Utility, if any, to the satisfaction of the Utility;~~

4.3 preliminary engineering plans and specifications describing the improvements and/or alterations to the Utility's existing water facilities and the related cost to provide the expanded water service to the proposed development;

5.4 preliminary engineering plans and specifications describing the size and location of feeder mains, project mains, and other necessary facilities and the related cost to provide the expanded water service to the proposed development;

6.5 a non-refundable application fee to be determined by the Utility as set forth in the Fee Schedule;

~~7. a deposit to cover the estimated cost for legal, engineering, and other essential services incurred by the Utility to evaluate the impact that the proposed development will have on the Utility's existing water supplies, distribution facilities and existing customers.~~

~~a. Annexation deposit schedule is as follows:~~

~~i. 0 – 10 acres \$10,000~~

~~ii. 11 – 99 acres \$30,000~~

~~iii. 100 + acres \$50,000~~

8.6 Such other information as the Utility may reasonably require.

C. ~~Upon receipt of the completed application,~~ Staff will review the completed application and if consistent with the Utility's rules and tariffs, will submit the same to the Board with staff's recommendations. The Utility will advise the Applicant of the date and time of the meeting during which the application for annexation will be considered.

D. ~~Disapproval of Annexation: When-if~~ the Applicant's proposal to annex the development is not approved, the Utility shall notify the Applicant in writing of the Board's decision ~~and shall,~~ within ~~sixty (60)-thirty (30) days,~~ either refund any unused portion of the deposit or bill the Applicant for the difference between the actual costs incurred and the deposit without interest.

E. ~~Approval of Annexation: When-If~~ the Applicant's proposal to annex the development is approved, the Utility shall notify the Applicant in writing of the Board's decision. Within ~~ninety (90)-sixty (60)~~ days of the receipt of the Board's decision, the Applicant shall:

1. execute a written agreement with the Utility that shall cover the terms and conditions under which the Utility shall annex the Applicant's development, or the approval shall expire;
2. provide a non-refundable deposit of \$10,000 to cover the Utility's estimate of costs for legal, engineering, and other essential services incurred by the Utility to obtain the required regulatory and governmental approvals for annexation of the Applicant's proposed development.

3. agree to comply with all provisions of the Utility's Tariff-tariffs, rules, and all other reasonable conditions imposed by the Utility;
4. upon execution of the agreement, pay the current annexation fee as reflected on the Utility's Fee Schedule. The applicable fee shall be charged for each gross acre or portion thereof to be annexed;

5. agree to record, upon PUC approval, a notice affecting all of the property subject to annexation. The notice shall be designed to inform future owners of subject property the requirement of connection to the Utility and obtaining service therefrom include payment of water rights fees, impact fees, and other applicable fees, and that connection to and service by the Utility shall not occur absent compliance with all of the Utility's Tariffs; pay the Utility for the value of the water rights ("water right fee") necessary to serve the development as estimated by the Utility. The Applicant shall further agree that in the event the actual amount of water rights needed to service the development increases from that estimated in the initial agreement, the Applicant shall agree to pay for, prior to connection, additional water right fees sufficient to serve the development as built at the then applicable water right fee. In the event Applicant overestimates the quantity of water required for the development, the actual amount of water rights needed, as determined by the Utility, will be allotted to the development, and the Utility will thereafter credit the Applicant with all amounts overpaid, if any. The Applicant has one year from completion of the development to apply for any credits. The water right fee may be paid to the Utility within ten (10) days of notice of PUC annexation approval at the then current value of water rights as determined by the Utility. Alternatively, should Applicant elect not to pay the water right fee within said ten days, Applicant will be required to pay the water right fee at the time of—and prior to—connection. In this case the water right fee will be based upon the greater of the value of the water rights at time of annexation, or the value at the time of connection as determined by the Utility. The water right fee is not for the purchase of water rights. Rather, the water right fee is compensation to the Utility in recognition that said water rights will be forever committed for use at the new development and not elsewhere. If Applicant's delay in paying the water right fee results in the Utility exhausting its water right inventory to the degree that the Utility lacks sufficient water rights to serve the new development when connection is desired, Applicant will be required to acquire sufficient water rights elsewhere, suitable to the Utility (as determined by the Utility) for dedication to the Utility. In the sole discretion of the Utility, annexation fees and/or water rights fees may be paid in cash, by the dedication of surface or ground water rights, the contribution of offsite system improvements not needed to serve the development, or a combination thereof provide to the Utility a new, complete service area map suitable for acceptance by the Commission and other affected entities, and "a place of use" map prior to the final acceptance of annexation; and

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6. provide to the Utility a new, complete service area map suitable for acceptance by the Commission and other affected entities, and "a place of use" map prior to the final acceptance of annexation;

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7. agree to diligently pursue the annexation process and use best efforts to complete same within one year of Board approval; and

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6.8. provide such other information as the Utility may reasonably require.

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F. Failure to Complete: In the event Applicant fails to complete the annexation process within one year from the date of Board approval of the application, and unless the Board has for good cause allowed additional time, the application for annexation shall be deemed withdrawn. Utility shall determine amounts owed to it for work or services performed pursuant to the agreement and shall retain same and shall refund to the Applicant all amounts paid in excess thereof, if any.

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G. Extensions of Time: An Applicant who is unable to complete the annexation process may request additional time to do so. Any such request must be accompanied by a non-refundable extension fee to be determined by the Utility as set forth in the Fee Schedule and must be made prior to the expiration of the one-year period, which year begins on the day the annexation application is approved by the Board.

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H. Notice Regarding Conditions Precedent to Connection: Annexation into the Utility's certificated service area confers upon the owner a right to receive water service from the Utility. However, annexation does not impose upon the Utility any obligation to extend any water service facilities or infrastructure to the Property, all such costs and expenses being the sole responsibility of the Owner. Prior to connection the Owner and the property to be served must be compliant with all of the Utility's tariffs and these rules and regulations and must have paid all applicable Water Right Fees, Impact Fees and any other costs or assessments set forth therein and in the Fee Schedule. As well, the owner shall deliver to the Utility a recorded copy of the notice identified in paragraph E.4. of this section.

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February 2020-July 2022 Revision

Section XXII – Requisites to Connection

A. Service To New Development: No connections to the Utility shall be allowed absent Owner's observation of and compliance with all of the Utility's tariffs and rules and regulations, including but not limited to Section XVI - New Installation of Service Laterals, Meter Installations and Meters as set forth herein. The items identified below are some, but not all, items which must be addressed prior to connection of new systems to the Utility:

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1. Water Rights Fees: No connection shall be allowed until the Water Right Fee is satisfied. Water can only be delivered if there are underlying water rights dedicated for the new locations to be served.

2. The Water Right Fee relates to the value of the water rights necessary to serve the property.

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as determined by the Utility for the connection being considered. The Water Right Fee shall be based upon the local fair market value of the water rights at time of payment, as determined by the Utility in its sole discretion.

3. The Water Right Fee is not for the purchase of water rights, and the Utility shall convey no water rights. Rather, the Water Right Fee is compensation to the Utility in recognition that the water rights will be forever committed for use at the new service location and not elsewhere.
4. The Water Right Fee may be paid at any time following annexation, and in no event later than the time of connection of the new service location to the Utility.
5. Notice is given that the Utility has no obligation to reserve, pledge or hold water rights for any owner or property. The Utility may or may not have water rights available at the time connection is requested. If the Utility lacks sufficient water rights inventory to serve the new service location when connection is desired, Owner will be required to first acquire sufficient water rights elsewhere, suitable to the Utility as determined by the Utility, for dedication to the Utility, and dedicate same in lieu of paying the Water Right Fee.
6. Impact Fees: No connection shall be allowed until all Impact Fees applicable to the new service location are paid. Impact Fees are based on size, type of service, fixture type, fixture count, and current fee schedule for each new service location. If more than one water service connection is needed per service location, a separate Impact Fee will be required.

Section added July 2022

Section XXII - Certificated Service Area

The official boundaries of the Utility's service area authorized by the Commission are on file with the Commission and available at the Utility's office.

September 2016 Revision

Section XXIII - Wasteful Water Practices

In order to encourage water conservation, the Utility shall discourage wasteful water practices as provided in this section:

- A. Non-Emergency: Customers who are wasting water shall be subject to the following action: The Manager or his designee will issue a verbal warning to the Customer who shall thereafter have seventy-two (72) hours to remedy the wasteful condition. If the Customer fails to remedy the wasteful condition within said seventy-two (72) hour period, the Utility will post on the Premises or deliver to the Customer a written warning confirming the previous verbal warning and setting forth the nature of the wasteful condition. The written warning will advise the Customer that if the wasteful condition is not corrected within seven (7) days of the posting or delivery of the written

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GARDNERVILLE WATER COMPANY

Rules and Regulations

[APPROVED & UPDATED: July 12, 2022]

Best Water! Best Service!

Gardnerville
WATER
COMPANY



YOUR WATER COMPANY

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17. execute the essential documents to transfer ownership of the installed mains and related facilities to the Utility within sixty (60) days of the completion of construction and acceptance by the Utility; and
 18. pay to the Utility, in advance of the date construction is scheduled to commence, all fees and charges in effect at the time the request or need for extensions of mains and facilities is made.
- C. In the event the Applicant, or the Applicant's designated contractor as approved by the Utility, is permitted to make the extensions or alterations of mains and facilities as set forth above, the Applicant and the Utility may agree that the Applicant may seek reimbursement from future Applicants who utilize the mains and facilities installed by the Applicant. Under no circumstances will the Utility be responsible for reimbursement, however, the Utility will undertake its best efforts to advise future Applicants of the reimbursement obligation. In no event shall the reimbursement obligation extend for more than ten (10) years from the date the new mains and facilities are accepted by the Utility.

September 2016 Revision

Section XXI - Expansion of Service Area to Serve New Development

- A. General: The Utility may consider furnishing service to developments beyond the boundaries of the Utility's existing service area which are deemed acceptable to the Utility, whether they be within or without the official boundaries of any other town, political subdivision, or utility service area. Such service shall be considered on a case-by-case basis and will be subject to the specific approval of the Board. Approval may be granted only if the property is annexed into the Utility's service area. Absent good cause related to the Utility's operating convenience, no annexation will be approved if it would result in the annexation of less than an entire existing parcel. It is declared the Utility's policy that annexation of a portion of a parcel is not in the interest of the Utility. New areas need not be contiguous to the Utility's existing service area.
- B. Content and Submission of Application: The application for annexation into the Utility's service area shall set forth the following:
1. an accurate legal description, proof of ownership, and vicinity maps depicting the location and elevations (5-foot contours) of the development to be served in relation to the Utility's existing service area;
 2. an estimate of the domestic and fire protection water requirements for the development to the satisfaction of the Utility;
 3. preliminary engineering plans and specifications describing the improvements and/or alterations to the Utility's existing water facilities and the related cost to provide the expanded water service to the proposed development;
 4. preliminary engineering plans and specifications describing the size and location of feeder mains, project mains, and other necessary facilities and the related cost to provide the expanded water service to the proposed development;

5. a non-refundable application fee to be determined by the Utility as set forth in the Fee Schedule;
 6. Such other information as the Utility may reasonably require.
- C. Staff will review the completed application and if consistent with the Utility's rules and tariffs, will submit the same to the Board with staff's recommendations. The Utility will advise the Applicant of the date and time of the meeting during which the application for annexation will be considered.
- D. Disapproval of Annexation: If the Applicant's proposal to annex the development is not approved, the Utility shall notify the Applicant in writing of the Board's decision within thirty (30) days.
- E. Approval of Annexation: If the Applicant's proposal to annex the development is approved, the Utility shall notify the Applicant in writing of the Board's decision. Within sixty (60) days of the receipt of the Board's decision, the Applicant shall:
1. execute a written agreement with the Utility that shall cover the terms and conditions under which the Utility shall annex the Applicant's development, or the approval shall expire;
 2. provide a non-refundable deposit of \$10,000 to cover the Utility's estimate of costs for legal, engineering, and other essential services incurred by the Utility to obtain the required regulatory and governmental approvals for annexation of the Applicant's proposed development.
 3. agree to comply with all provisions of the Utility's tariffs, rules, and all other reasonable conditions imposed by the Utility;
 4. upon execution of the agreement, pay the current annexation fee as reflected on the Utility's Fee Schedule. The applicable fee shall be charged for each gross acre or portion thereof to be annexed;
 5. agree to record, upon PUC approval, a notice affecting all of the property subject to annexation. The notice shall be designed to inform future owners of subject property the requirement of connection to the Utility and obtaining service therefrom include payment of water rights fees, impact fees, and other applicable fees, and that connection to and service by the Utility shall not occur absent compliance with all of the Utility's Tariffs;
 6. provide to the Utility a new, complete service area map suitable for acceptance by the Commission and other affected entities, and "a place of use" map prior to the final acceptance of annexation;
 7. agree to diligently pursue the annexation process and use best efforts to complete same within one year of Board approval; and
 8. provide such other information as the Utility may reasonably require.

- F. Failure to Complete: In the event Applicant fails to complete the annexation process within one year from the date of Board approval of the application, and unless the Board has for good cause allowed additional time, the application for annexation shall be deemed withdrawn. Utility shall determine amounts owed to it for work or services performed pursuant to the agreement and shall retain same and shall refund to the Applicant all amounts paid in excess thereof, if any.

- G. Extensions of Time: An Applicant who is unable to complete the annexation process may request additional time to do so. Any such request must be accompanied by a non-refundable extension fee to be determined by the Utility as set forth in the Fee Schedule and must be made prior to the expiration of the one-year period, which year begins on the day the annexation application is approved by the Board.

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Section added July 2022

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- B. Emergency Situations: If, in the sole discretion of the Utility a Customer is wasting water in such a fashion as to cause harm or a substantial risk of harm to the Utility's property, proper fire control, or the safety and well-being of its customers or others, the Utility may, without notice to the

Agenda Item 2B
Discussion and Possible Action Regarding Annexation Fees

GWC annexation application fee is currently \$500, also GWC does not charge fees for annexation extensions. The fee is charged for the GWC Manager and staffs time and effort to process the annexation. The current annexations are now taking a year to complete, requiring more time of staff.

Fee Survey

A survey of annexation fees showed the following:

Company	Fee	Extension
MGSD	\$1,000	
Town of Minden	\$300	
Douglas County	\$655	
Lyon County	\$3,500	\$650
Truckee Meadows Water Authority (small)	\$4,500	
Truckee Meadows Water Authority (large)	\$7,000	
Fernley	\$4,000	
Elko (<10 acers)	\$750	
Elko (10-50 acers)	\$1,000	
Elko (>50 acers)	\$1,500	

Recommendation

Manager and staff recommend the Board of Directors increase the Annexation Application Fee to \$2,500 and create an Annexation Extension Fee of \$2,000.



Water Charges, Rates, Fines & Fees

(Adopted July 12, 2022)

Bi-Monthly Service Charge	
¾"	\$ 35.00
1"	\$ 60.00
1½"	\$117.00
2"	\$188.00
3"	\$387.00
4"	\$586.00
6"	\$740.00
8"	\$810.00

Residential Commodity Rate	
1 st 8,000 gallons	Included in Bi-Monthly Service Charge
Over 8,000 gallons	\$1.37 per thousand gallons
Commercial Commodity Rate	
0 - 20,000 gallons	\$1.37 per thousand gallons
Over 20,000 gallons	\$1.96 per thousand gallons
Irrigation Commodity Rate	
1 st 200,000 gallons	\$1.47 per thousand gallons
Over 200,000 gallons	\$1.96 per thousand gallons

Service Calls and Non-Emergency Visit Fees

Residential Customer Request <i>No charge for the first 2 requests per calendar year during normal business hours</i>	Included in Bi-Monthly Service Charge
After second request:	\$25 per visit
Commercial, Irrigation Customer Request or No-Show Fee	\$25 per visit
Non-emergency visits after normal business hours or weekends:	\$75 per visit
Other Service Fees	
Final Read and Billing Fee:	\$25
Penalty on Late Payments:	10%
Reconnection Fee Due to Non-Payment:	\$50
Returned Check Charge:	\$35
Returned E-Payment Charge:	\$10
Backflow Non-compliance Fee:	\$25

Construction Water

Per thousand gallons	\$5.00
PROKEE Replacement Fee	\$25.00
Private Fire Protection Charge Bi-Monthly	

¾" Connection:	\$5.66
1" Connection:	\$7.55
1 ½" Connection:	\$11.32
2" Connection:	\$15.09
2 ½" Connection:	\$18.86
3" Connection:	\$22.65
4" Connection:	\$30.19
6" Connection:	\$45.28
8" Connection:	\$60.37
Private Hydrants:	\$45.28

Theft & Damage to Property Fine

First Offense:	\$50
Second Offense:	\$200
Third Offense:	\$500
Fourth Offense:	\$1,000

Plan Review Fee

Tenant Improvement:	\$150
New Single Family Residential:	\$250
New Multi-Family:	\$500
4+ units	\$1,000
New Subdivision Design:	\$2,500
New Commercial Service:	\$500

Annexation Fees

Application Fee:	\$2,500
Annexation Extension Fee:	\$2,000
Annexation Fee (per acre)	\$500

AGENDA ITEM 4
MANAGER'S REPORT JUNE 2022

1. Meters, Plan Reviews & Impact fees
 - A. There were 3 meter(s) installed or replaced in June 2022
 - B. There were 0 plan reviews in June 2022
 - C. There were \$120,750 in impact fees invoiced in June 2022 – **Paid July 6, 2022**

2. Service Orders, Locates & Leak Notices
 - A. There were 12 locates completed by GWC staff in June 2022
 - B. There were 56 service orders completed by GWC staff in June 2022
 - C. There were 64 leak notices completed by GWC staff in June 2022

3. Water Consumption & Pumpage

Total Water Pumped	199,051,300
Total Acre Feet Used	610.69

2022 CONSUMPTION	
January - February Total Consumption	27,169,902
March - April Total Consumption	51,586,910
May - June Total Consumption	56,784,800
July - August Total Consumption	
September - October Total Consumption	
November - December Total Consumption	
2022 TOTAL Consumption	135,541,612

Water Loss (Gallons)	63,509,688
Water Loss (%)	31.91%

4. Monthly Water Operations Supervisor Update
 - A. Maintain and monitoring our system
 - B. Fix and reply to customer complaints
 - C. Removed 3 trees and replaced them with tall grass at office
 - D. Help with contractors needs
 - E. Jonas to take D3 test in July
 - F. Eamon continues to practice for class B license
 - G. Jake continues to learn and is a great part of the team
 - H. Jon continues to share with the team
 - I. Cleaning and painting fire hydrants

5. Staff Safety Courses Taken
 - A. Industrial Ergonomics – June
 - B. Ladder Safety - July

6. Current Projects in Review
 - A. Ashland Park Subdivision
 - B. Ashland Park – Muller Pkwy

- C. Village at Martins Trail
- D. Carson Valley Veterinary
- E. Gardnerville Station Outlet

7. Current Projects Under Construction

- A. Residence 1861 Apartments
- B. Thoroughbred Crossing Apartments
- C. Stor-All Expansion

8. Current Properties in Annexation

- A. Corley Ranches LLC - The Farmstead at Corley Ranch - 130.55 acres
- B. Ashland Park - 13.72 acres – Signed agreement June 10, 2022

9. 2022 Board of Directors Notice of Elections

Ken Deering and Barbara Henningsen positions on the GWC Board of Directors is up for re-election. Candidate applications are accepted June 24, 2022, through August 12, 2022. In the case of a full election is required, ballots will be mailed to eligible members by September 30, 2022. Ballots will be accepted until 2pm November 8, 2022, with ballot counting beginning after the 2pm deadline.

Service Order Number	Customer Number	Service Address	Service Order Description	Completed Comment	Completed Date	Employee Completed Action
13860	1735.03	1482 N MARION RUSSELL D	Final Reading	Final Read	06/01/2022	Lisa Taylor
13866	2079.02	1425 HONEY LOCUST AVE	Turn Water On	water on at meter	06/01/2022	Jonas Austin
13864	2001.02	1465 HARVEST AVE	Water Leak Check	Customer has leak	06/02/2022	Eamon Webb
13867	2001.02	1465 HARVEST AVE	Turn Water Off	Meter off	06/02/2022	Eamon Webb
13872	2001.02	1465 HARVEST AVE	Turn Water On	Plumber fixed leak, turned water back on.	06/03/2022	JACOB TESCHNE
13876	675.01	1375 LAMPE LN	Water Leak Check	Irrigation run off	06/06/2022	Jonas Austin
13875	2486.03	1459 CARDIFF DR	Turn Water On	Water was never turned off. No need to turn back	06/06/2022	Eamon Webb
13874	363.02	1488 DOUGLAS AVE APT C	Final Reading	Final Read	06/07/2022	Lisa Taylor
13882	2223.03	1358 CHICHESTER DR	Final Reading	Final Read - RENTER MOVING OUT	06/07/2022	Lisa Taylor
13880	214.02	1120 WILLOW ST	Turn Water Off	help with customer valve	06/07/2022	Jon Summers
13881	749.02	1293 US HIGHWAY 395 N	Turn Water Off	off and locked	06/07/2022	Jon Summers
13877	1765.02	1330 GRANBOROUGH DR	Replace Meter	dead meter, installed new one	06/08/2022	Eamon Webb
13857	1832.01	1478 GRENDRON WAY	Final Reading	Final Read	06/08/2022	Lisa Taylor
13883	2614.01	1579 VIRGINIA RANCH RD	Other Misc Service Order	Delivered	06/09/2022	JACOB TESCHNE
13871	2108.01	1487 LONGFELLOW LN	Final Reading	Final Read	06/13/2022	Lisa Taylor
13856	2491.01	1463 CARDIFF DR	Final Reading	Final Read	06/13/2022	Lisa Taylor
13853	2487.03	1461 CARDIFF DR	Final Reading	Final Read	06/13/2022	Lisa Taylor
13869	1535.02	1331 WATERLOO LN	Final Reading	Final Read	06/13/2022	Lisa Taylor
13887	1051.01	1532 NORTH CT	Water Leak Check	irrigation	06/13/2022	Jon Summers
13888	197.01	1516 SOUTH CT	Water Leak Check	irrigation	06/13/2022	Jon Summers
13885	880.01	1485 US HIGHWAY 395 N	Other Misc Service Order	Tried to make contact with customer twice. Water	06/13/2022	Eamon Webb
13879	2290.03	1451 HARVEST AVE	Final Reading	Final Read	06/14/2022	Lisa Taylor
13889	2636.03	1487 CARDIFF DR	Water Leak Check	leaking irrigation valve turned on all the way	06/14/2022	Jon Summers
13890	2046.01	1467 HARVEST AVE	Water Leak Check	Customer found leak at irrigation valve	06/14/2022	Jonas Austin
13891	883.03	1351 WILSON CIR	Other Misc Service Order	Low spot in gutter	06/14/2022	Jon Summers
13830	1903.04	1179 COTTONWOOD ST AP	Final Reading	Final Read	06/15/2022	Lisa Taylor
13892	778.04	1354 EL DORADO DR APT C	Turn Water Off	Off at meter NON-PAYMENT	06/15/2022	Jonas Austin
13895	2290.03	1451 HARVEST AVE	Final Reading	Final Read	06/16/2022	Lisa Taylor
13886	1143.02	1340 BISHOPS CIR	Odor Complaint	Jonas and I went to address to meet with home o	06/16/2022	JACOB TESCHNE
13893	778.04	1354 EL DORADO DR APT C	Turn Water On	on	06/16/2022	Jon Summers
13894	2046.01	1467 HARVEST AVE	Turn Water Off	off then on	06/16/2022	Jon Summers
13896	810.01	1435 INDUSTRIAL WAY	Water Leak Check	meet Mike leak some where in building	06/17/2022	Jon Summers
13897	1753.01	1338 BROOKE WAY	Water Leak Check	found several irrigation drip lines malfunctioning a	06/17/2022	Jonas Austin
13898	844.01	1517 US HIGHWAY 395 N	Water Leak Check	leak at backflow	06/17/2022	Jon Summers
13900	295.02	1524 US HIGHWAY 395 N	No Water	stuck backflow device	06/20/2022	Jon Summers
13900	295.02	1524 US HIGHWAY 395 N	No Water	Respond with Jon and Jonas, backflow check valv	06/20/2022	JACOB TESCHNE
13865	224.02	1485 DOUGLAS AVE	Final Reading	Final Read	06/21/2022	Lisa Taylor
13899	2555.01	1379 PIN OAK DR	Final Reading	Final Read	06/22/2022	Lisa Taylor
13905	2060.03	1348 SCARLET OAK DR	Water Leak Check	leak on customers irrigation valves customer valv	06/23/2022	Jonas Austin
13901	1535.02	1331 WATERLOO LN	Final Reading	Final Read	06/24/2022	Lisa Taylor
13902	305.02	1420 DOUGLAS AVE APT 11	Final Reading	Final Read	06/24/2022	Lisa Taylor
13681	122.01	1003 US HIGHWAY 395 N	Register Replacement	Replaced Register	06/24/2022	Jon Summers
13907	2478.02	1374 MACENNA LN	Replace Meter	Pulled out check valve and cleaned - Dead Meter,	06/27/2022	JACOB TESCHNE
13909	1808.02	1347 BROOKE WAY	Turn Water Off	turned water off for plumbers repair plumber was	06/27/2022	Jonas Austin
13910	2139.01	1327 STODICK PKWY - IRRI	Water Leak Check	Off & Locked	06/28/2022	JACOB TESCHNE
13912	2578.01	1425 TOLER AVE - IRRIGATI	Backflow	Meter off	06/29/2022	Eamon Webb
13919	2578.01	1425 TOLER AVE - IRRIGATI	Turn Water On	on	06/29/2022	Jon Summers
13831	1425.02	1441 EDLESBOROUGH CIR	Final Reading	Final Read, COE date changed to 6/30/22	06/30/2022	Lisa Taylor
13884	1580.01	1426 EDLESBOROUGH CIR	Final Reading	Final Read	06/30/2022	Lisa Taylor
13870	2111.01	1483 GRENDRON WAY	Final Reading	Final Read	06/30/2022	Lisa Taylor
13922	2486.03	1459 CARDIFF DR	Water Leak Check	bad irrigation control valve	07/01/2022	Jon Summers
13923	1696.02	1331 PETAR DR	Turn Water On	still off leaking	07/01/2022	Jon Summers
13924	1696.02	1331 PETAR DR	Turn Water On	Water still off, leaking in a different spot. He will ca	07/01/2022	JACOB TESCHNE
13925	1696.02	1331 PETAR DR	Turn Water On	on	07/01/2022	Jon Summers
13920	1696.02	1331 PETAR DR	Turn Water Off	Turned water off for repairs	07/01/2022	JACOB TESCHNE
13921	2139.01	1327 STODICK PKWY - IRRI	Turn Water On	on	07/01/2022	Jon Summers

Grand Totals:

56