

**SECTION A: ADMINISTRATION**

**ACKNOWLEDGMENT OF BEREAVEMENT**

To express sympathy on behalf of the District and the Board of Directors upon the death of an active or retired employee of the District, such acknowledgment is approved but will be limited to a maximum of one hundred dollars (\$100.00)\* as directed or preferred by the family of the deceased. If family preference is not known, District staff may make such determination. (12/7/98)-(1-7-05)

**ASSESSMENT CHARGES – DELINQUENT ACCOUNTS**

Because of the loss of revenues and reduction in operating capital, delivery of water shall be refused to any water user who is delinquent in payments for assessments and other charges. Prior to the start of the irrigation season, such delinquency shall be deemed to exist at or after Churchill or Lyon County formally notifies the District of delinquencies on the tax roll. However, if the District becomes aware of a delinquency in payment of assessments on the tax roll after the start of the irrigation season the District will formally notify the individual water user(s) and allow two weeks' time for the water user(s) to pay the delinquent assessment before a hold is placed on their water delivery. As long as such delinquency exists, no further water shall be delivered to such water user until the delinquent payment(s) are paid in full. (10/9/00)

When other charges are incurred during the water year, the District shall notify the water user when the account becomes delinquent. The water user will be allowed two (2) weeks after notice to satisfy payment before a hold is placed on their water delivery.

It is understood that a bankruptcy petition may prevent the District from requiring payment on the delinquent amounts prior to a water delivery, however, in such instance, the District shall require payment in advance of any further water deliveries.

All accounts that are delinquent for more than 90 days will be placed on the next tax roll. (7/7/00)

**BOARD OF DIRECTORS MEETINGS**

The regular monthly meeting date of the Board of Directors of the District shall be scheduled for the 7<sup>th</sup> of each month. If the 7<sup>th</sup> falls on a holiday or weekend, the meeting will be held on the next following workday (per NRS 539.085).

The minutes of the meeting will consist of:

- a. Motions
- b. Resolutions
- c. Record of votes cast

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- d. Any “pertinent information” deemed necessary, including a summary of the discussions.
- e. All notices of public meetings will include a detailed agenda and indicate which items upon which action will be taken. The minutes of the public meetings will be retained.

Robert’s Rules of Order shall be the guide on procedures to be following in the conducting of all meetings.

### **BOARD MEMBER BENEFITS**

Each Board member is entitled to receive payment and expenses for his attendance at all meetings on behalf of the District. NRS 539.080

In addition, the District provides health insurance for the Board member and his family or payment in lieu thereof through the end of the month for any and all months, or any portion thereof, the Board member serves.

### **BUDGET**

Any change in the District budget requires Finance Committee review and recommendation to the Board of Directors for final action.

### **CANCELLATION OF ACCRUED INTEREST BY PROJECT MANAGER**

The Project Manager is authorized to forgive interest charged to delinquent accounts receivable up to a maximum of \$25.00 per account. (2/8/99)

### **CHECK-WRITING AUTHORITY**

The Project Manager and/or Board Treasurer are authorized to remit payment prior to the monthly Board meeting in the following cases:

1. In those cases where the District can take advantage of an early payment discount or where payment later could cause the assessing of late charges;
2. To transfer funds to the payroll account;
3. To issue payroll checks for employees;
4. In those cases in which the vendor does not accept purchase orders from the District;
5. For other matters previously approved by the Board;
6. To replenish the petty cash fund;
7. To remit payment for federal and state payroll taxes, Public Employees Retirement System, Churchill County Employees Credit Union withholding, and premiums for employees’ and directors’ insurance plans.

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All checks issued for items 4 and 6 above, and paid prior to approval at the regularly scheduled monthly Board meeting will have attached a properly completed “Check Request Form”, signed by the requester and the Project Manager or the Treasurer, and the reason stated therefore indicating the need for the check prior to Board approval. (02/07/02)

### **COLLECTION OF RECORDING FEES**

In those circumstances when a County entity requires payment of recording fees, District staff is authorized to collect the required fees from the water user.

### **COMMITTEE REPORTS & RECOMMENDATIONS**

Various committees are established by the President of the Board of Directors for the purpose of studying and investigating matters, which require action, by the Board. Such committees are to provide a report of their findings and a recommendation in regard thereto to the Board.

To allow management an opportunity to provide all information pertinent to the matter for the Board of Directors’ consideration and to ensure that staff is prepared to comment thereon, all such committees will prepare a written summary of recommendations developed during committee meetings and provide copies thereof to the Project Manager. (09/08/98)

### **DAMAGE CLAIMS**

The O & M Committee, with the approval of the Project Manager is authorized to settle any damage claim submitted in writing to the District up to a limit of \$1,500. If a reasonable settlement cannot be agreed upon, the damage claim is to be referred to the Board of Directors. (03/07/02)

A full investigation is to be completed on all damage claims. Documentation of such claims shall include a statement in writing by all persons having knowledge of the incident and timely photographs clearly identifying the damages or injury. A log shall be kept of all incidents that might result in a claim for damages. The Director of the area in which the damage occurs shall be promptly notified.

Because of the increasing cost of insurance and the condition of the District’s operating budget, all claims for damage must be closely reviewed. Those claims, which result from activities for which the District is not responsible, shall be denied. Acts of malicious mischief and vandalism by others are examples of damages to which the District is not responsible.

The District requires that all Accident/Incident reports must be filed with the Project Manager within 72 hours of the accident or incident except in accidents that involve personal injury. Personal injury accidents must be reported the same working day. Damage claims must be filed with the District office within 30 calendar days of the incident. The District, after a full investigation, will make every

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attempt to settle the claim by the end of the water season. If the District believes that the Damage Claim may equal or exceed the deductible of the District's insurance the claim will be turned over to the insurance company. Any variances to this policy will only be by Board approval. (11/7/06)

### **DEFERRAL OF PENALTIES/INTEREST ON ASSESSMENTS**

In order to help water users that lost income from their agricultural operations because of the drought, the District will allow a water user to defer payment of any penalties or interest that has accrued against the assessments owed to the District if the reason for such penalties/interest having accrued was because the water allocation was less than 50% and the penalties/interest amount to a sum in excess of \$500.

This policy does not waive or forgive any assessments, penalties, or interest. It only allows a water user upon application and approval by the Board to postpone the payment of interest that has accrued. The water user must pay the full amount of the assessment in order that any irrigation water hold can be released.

Upon application the District will request the County Clerk-Treasurer to determine the assessment amount and the amount of the penalties or interest. Upon approval the water user shall have 120 days to pay the penalties/interest in full or the delinquent amount will accrue interest at the rate provided by the District for delinquent accounts receivable. Also, any amount remaining unpaid at the time of submission of the next tax roll shall be added to the water user's assessment and placed upon the tax roll for collection.

### **DITCH HOUSE MAINTENANCE, RESPONSIBILITY FOR**

The District will repair malfunctioning facilities upon notification from the ditchrider. It shall be the responsibility of the ditchrider to promptly notify the District's ditchhouse maintenance supervisor of any malfunctioning equipment or facility that can cause further damage. The failure to report which results in further damage will result in the ditchrider becoming responsible for such further damage.

The District will replace materials upon normal wear and tear. In addition, it is the responsibility of the ditchrider to make repairs for damage done by pets or other damage that does not amount to normal wear and tear.

The ditchrider shall be responsible for regular maintenance of the house such as painting, carpet and floor cleaning and filter changing as well as being responsible for ensuring that water lines and pumps do not freeze. The District will provide paint and filters for furnaces and water systems upon a regular preventative maintenance schedule.

In order to facilitate orderly and responsible maintenance of the ditchhouse, the Ditchhouse Committee or its designee shall conduct a walk-through inspection of each ditchhouse with the ditchrider every three (3) months. As a result of the

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inspection, certain repairs may be required of either the District or the ditchrider, which shall be accomplished in a timely manner. Upon the initial walk-through, an agreement will be reached between the Ditchhouse Committee and the ditchrider identifying the personal property of the ditchrider and his responsibility therefore.

### **DISTRICT RECORDS AND DOCUMENTS**

To conform the District's filing system with State rules of court and other administrative agencies, the District shall prepare, to the extent practical and possible, all papers and documents to a size of 8-1/2" X 11".

In addition, the District shall request from all persons or entities which submit documents and papers to the District to prepare such papers and documents, to the extent practical and possible, to a size of 8-1/2" X 11" or have such documents and papers reduced when practical and possible to 8-1/2" X 11".

### **EQUIPMENT USE BY NON-PROFIT ORGANIZATIONS**

The Project Manager is authorized to use his discretion in assisting non-profit organizations by allowing use of District equipment.

### **RENTING/LOANING OF EQUIPMENT**

The Project Manager in consultation with the Project Engineer, the Shop and O&M Supervisors will decide if equipment is to be rented or loaned. The equipment being rented or loaned must be inspected by the shop supervisor before and after being rented or loaned. (12/7/98)

### **EQUIPMENT ASSIGNMENT**

Equipment will be assigned to a department permanently, i.e., O&M, Water Department, Office and Shop. When a piece of equipment is to be used by another department, the Project Engineer will be notified. Each department and operator of a vehicle or piece of equipment will be responsible for checking the oil, tires, lights, brakes and load ensuring that the load is properly tied down and secure before operating. If an employee is cited for violation of any traffic law involving the requirements as stated in this policy, the employee is responsible to pay any fine or penalties. It is their responsibility to report any problems to the shop by making a work order. (04/07/00)

### **CLEANING OF EQUIPMENT & REPORTING OF DAMAGE**

The assigned operator of a vehicle or piece of equipment will be responsible for keeping his or her vehicle or equipment clean, both the interior and the exterior. The assigned operator shall clean the vehicle or equipment as often as necessary to keep the vehicle and equipment clean. Prior to the vehicle or equipment being left on the line or for monthly or periodic inspection and maintenance with the shop, the assigned operator shall clean the interior and bed of the vehicle or equipment. The shop will then clean the interior and exterior as necessary and at least once a month.

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The assigned operator shall be responsible for reporting any damage immediately to his or her supervisor and complete an incident report on such damage.

Failure to adhere to this policy may lead to disciplinary action. (4/19/04)

### **EXCESS PROPERTY OR EQUIPMENT DISPOSAL**

The District will dispose of excess property and or equipment through a sale. This process may be accomplished by the most economical means possible.

Management will prepare a list and method to be used to dispose of surplus items to be approved by the Board at the next regular meeting. In the event of a bid process preferences would be given to water users. A minimum bid will be posted. (12/7/10)

All equipment sales are to be credited to the Equipment Reserve Fund for future repairs and replacement. (09/08/98)

### **EXEMPTION OF FEES FOR GOVERNMENTAL ENTITIES**

State, City and County entities, including school districts, and the Fallon Paiute-Shoshone Tribe are exempt from the payment of permit fees and construction deposits for construction applications or a release of easement. All governmental entities will be required to pay an inspection fee if an inspection is required. The only exception is the Churchill County Road Department because of an interdepartmental agreement they do not pay any fees. The other exception is proprietary operations such as CC Communications (CCCom) which will be charged in Section H for construction licenses that are within Project easements for which District staff inspects the installation/construction. The charge is to reimburse the District for necessary labor in issuing the license and inspecting the construction. CCom is exempt from the payment of the construction deposit only. (2/8/10)

### **INTEREST ON DELINQUENT ACCOUNTS, ACCRUAL OF**

To encourage prompt payment of accounts receivable and to reimburse the District for loss of interest earned on checking accounts, the following applies:

1. All accounts are due within thirty (30) days from the date of billing.
2. All accounts remaining unpaid after thirty (30) days are subject to a finance charge of 1-1/2% per month (an annual percentage rate of 18%).

The only exceptions to the accrual of interest on delinquent accounts receivable are:

1. Fallon Naval Air Station (U.S. Navy)
2. Fallon Paiute Shoshone Tribes.

**LAND SALES**

A unanimous resolution of the Board of Directors is required to sell District land. Such resolution must state that the property in question is no longer necessary for the operation of the District. The District will retain all oil, mineral, gas, and geothermal rights to any land sold.

The following are the terms of the Land Sale (06/09/03):

1. Individual offers for advertised land sale parcels will be received until 5:00 P.M. on the last working day of the month preceding the Board meeting at which the offer is to be considered.
2. 15% of bid offer in the form of cash or cashier's check must accompany bid.
3. 10% simple interest on declining balance.
4. Balance to be paid in monthly installments for a period of 10 years, no early payment penalty. Remaining balance to be secured by Deed of Trust which will contain the following provisions:
  - a. The District retains the option to accelerate the remaining unpaid balance of the purchase price upon a sale or other transfer of the property.
  - b. The District will subordinate its security to a construction loan upon payment of an additional 15% of the original principal amount.
  - c. The District will agree to partial re-conveyance upon payment of an additional amount equal to the pro rata share plus 15%.
5. Costs of closing and title insurance to be paid by the buyer
6. Any and all commissions due to a licensed real estate agent are to be paid by the buyer.
7. Alternate bids will be accepted (i.e., first choice, second choice, etc.) if alternates are clearly identified.
8. It is the responsibility of prospective bidders to contact local planning officials regarding parcel zoning and uses as well as the location of any flood ways or restrictive flood plains.
9. It is the responsibility of the prospective bidders to contact local utilities for availability of service and installation costs.
10. If payment as described in the note is not received by the due date, the purchaser will be notified that payment must be received within thirty days; otherwise foreclosure proceedings will be commenced.

The Board of Directors shall reserve funds from the proceeds of District land sales. Such funds shall be deposited into the Land and Building Acquisition Fund.  
(11/07/03)

**PURCHASE REQUISITION AUTHORITY**

Prior to any purchase, unless purchased from petty cash, a purchase requisition must be prepared and approved by the District Manager or Deputy District Manager. Purchase Requisition Forms can be obtained from the Purchasing Agent or, in the absence of the Purchasing Agent, the employee's Supervisor. All Purchase Requisitions must designate the budget account number that the item is to be charged and there must be available funds within that budget account at the time the purchase requisition is written.

Authority to approve purchases for certain dollar amounts is as follows:

1. District Manager, Deputy District Manager plus the Supervisor whose budget the item will be deducted. \$5,000.
2. District Manager: As provided for within the budget or \$10,000 on an individual basis. (09-08-1998)
3. In the course of normal business, authorized personnel may make purchases without a purchase requisition for an amount less than \$200 from vendors with which the District maintains an open charge account. These purchases remain subject to the same approval process. (10-8-2012)

**PURCHASE REQUISITION PROCEDURE**

1. Prepare the Purchase Requisition as required and turn in to District Manager, Deputy District Manager or Supervisor for approval prior to any purchases being made.
2. Purchasing Agent will acquire the necessary quotes and/or price comparisons and purchase the items.
3. Upon receipt of the purchase, the Purchasing Agent will collect all associated paperwork and attach to the original approved Purchase Requisition.
4. When the invoice is received, all paperwork will be presented to the Deputy District Manager for review and approval for payment processing. Once approved payments will be processed by the Accounts Payable Department and reviewed by District Manager.

Invoices received by the Purchasing Agent with no supporting information for the purchase will be flagged and brought to the attention of the Finance Manger who will then present them to the Finance Committee for approval and possible action. (10-8-2012)



**RECORDS AVAILABILITY – ELECTORS AND OTHERS**

Pursuant to NRS 539.097, District records relating to ownership, water right, delivery of water, etc. are available to the electors who own the property, during regular business hours.

Board of Directors' minutes are open for review at the District offices during normal working hours for electors. Any other record that is requested will require permission in writing from the affected landowner and / or the Board of Directors. (08/7/03)

**SURPLUS PIPE**

If the District has surplus pipe available and approved for sale, such pipe may be sold upon request. (12/7/98)

**TITLE OF WATER RIGHTS**

Any sale of water righted lands within the Project, or transfers filed with the State Engineer, shall require the owner to file a Report of Conveyance and Abstract of Title, including the applicable documents, with the District as well as the applicable fee per the fee schedule, Section H. (5/7/97)

**GRAVEL PIT PERMIT**

The District staff is authorized to issue a permit for pit material from the District's gravel pit for repairs and maintenance of farm ditches for on-farm conservation purposes.

The water right owner must apply to the District for the permit and pay the permit fee. The District staff will verify the appropriate use before a permit is issued and inspect the use of the material after placed. The water right owner must pick up the material from the District's pit, as the District will not deliver. Only the District staff will load the material at the District's pit. The time of loading will have to be coordinated with District staff at the pit so a special trip is not made to load the material. (2/7/00)

**PROJECT EFFICIENCY IMPROVEMENT FUND**

The District has established a Project Efficiency Improvement charge that is paid on the use of the last two acre feet of a water right owner's water duty (except for 1.5 a.f duty and then only on the last acre foot). Those monies are to be credited to the Project Efficiency Improvement Fund.

Any requests for District participation in projects that would improve Project efficiency, such as concrete lining of canals, would have to first be approved by the O&M Committee to determine if it is an appropriate project efficiency improvement and then to the Finance Committee to ensure there are funds available for such projects. (04/07/00)

**PROJECT EFFICIENCY CREDIT**

The District has established an Efficiency Credit to encourage water conservation. An efficiency credit will be paid to water users on the amount of water they have left at the end of the water season. Provided the water year was at 100% allocation for the whole year. This credit will be deducted from O&M fees for that tax year. Farm Units, Subdivisions or property with no water usage for the year will not be eligible for the efficiency credit. (2/8/10)

**ONE-TIME PAYMENT OF O & M:**

Whenever an owner of water rights within the District desires to sell water rights and avoid annual payments of Operation and Maintenance tolls, charges, fees, assessments and tax levies in the future on such land and/or water rights, the District may enter into an agreement which provides for a one-time payment of funds which if invested by the District would provide adequate monies to offset the proportionate share of tolls, charges, fees, assessments and tax levies that such water rights would have paid in the future. In addition, the District may establish a fee for waiving its rights in the future to enforce the lien on the property which is security for such tolls, charges, fees, assessments and tax levies. The amount of the lien waiver fee and the one-time payment shall be established by the Board of Directors who may consider any benefits in accepting the one-time payment when establishing the amount of the fee and one-time payment.

The District may also accept the assignment and transfer in ownership of water rights in exchange for such fee and one-time payment as long as the tolls, charges, fees, assessments and tax levies on such assigned water rights are current and in good standing. (9/7/00)

**AB 380 ONE-TIME PAYMENT OF O&M**

The 209 Nevada Legislature passed AB380 which provided for the Carson Water Subconservancy District to purchase 6500 acres of water right within the Newlands Project and provide for a payment of an amount to offset revenue from operation and maintenance charges lost as a result of water rights retired and abandoned.

In determining an amount to offset the lost revenue, the District reviewed the operation and maintenance (O&M) charges currently assessed against the water rights to be purchased. As a participant in the AB380 compromise, the District was willing to consider the benefits that will be achieved from AB380. The major benefit to water right owners in the future will be that the Pyramid Lake Tribe has agreed not to protest water right transfers after the 6500 acres of water right are purchased and retired. In considering this benefit and other benefits provided by AB380, the District has agreed to accept \$680.00 as a one-time and final payment for O&M on each water right acquired and retired. In doing so, the reduction in revenues will range between 18% and 94% depending upon the water rights that are purchased.

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Although the District is willing to accept the reduction in revenues, the District believes that the benefits to water right owners will be offset by their ability in the future to freely transfer water rights without protest by the Pyramid Lake Tribe. Even though the District is willing to accept a substantial reduction in revenues in the AB380 program, the federal government has restricted the amount of money that can be paid to the District to offset lost revenues. The federal government is only willing to pay \$531.54 for each water right acre acquired and retired. Therefore, the District has implemented a fee for waiving the lien that exists on each water right by contract and statute. Such lien is security for payment of O&M tolls, charges, fees, assessments, and tax liens. Such lien waiver fee has been established as a \$100.00 charge on each water right acre for the District's agreement to accept the one-time final payment on each water right acquired and retired pursuant to AB380 and to not enforce the contractual or statutory lien. As of November 1, 2003, the federal government is willing to pay \$656.54 for each water right acre acquired and retired pursuant to AB380 rather than the prior amount of \$531.54. Now therefore, it is not necessary for the District to continue to charge the \$100.00 fee for waiving the lien that exists on each water right by contract or statute. Upon payment of the \$656.54 per water right acre as a one-time and final payment for O&M on each water right acre acquired by the AB380 Program, the District will agree to waive the lien without the lien waiver fee on such water rights and will agree to not impose a future O&M payment on such water rights. (12/08/03)

In addition, the District has requested the transfer of federal lands where the District's office is located to further offset the lost revenues because the amount of the federal payment and the lien waiver fee is about \$50.00 less than the agreed upon amount of \$680.00. (09/07/00) However, beginning November 1, 2003, the amount is only about \$25.00 per water acre less than the amount requested. (12/08/03)

### **GOPHER TAIL BOUNTY** (7/7/11)

TCID, in an effort to protect such canals and drains from damage by gopher activity, and any consequential damage to property owners within the Project, encourages, informally, the elimination of gophers by providing a bounty of FIFTY CENTS (\$0.50) for each gopher tail presented at the TCID office. Funding for gopher bounties by TCID is derived primarily from the assessments paid by water users within the Project; and, TCID owes all of its water users the highest level of trust and responsibility when expending its funds. TCID owes no legal or contractual duty to protect lands outside of the Project from harm caused by animal burrowing activity.

In the interest of all water users within the Project, the following rules shall govern the bounty upon gophers:

1. Any person presenting a gopher tail for bounty to TCID must:

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- Declare that each gopher tail presented was taken within the boundaries of the Project (a map of the Project is annexed hereto); and,
  - Declare that each gopher tail is real
  - Declare that no gopher tail presented was taken outside of the Project boundaries; and,
  - Declare and present the name of the Project land owner(s) upon whose land the gopher tail(s) was/were taken; and,
  - Declare that he or she lives within the boundaries of the Project; and,
2. TCID shall refuse to provide a bounty to any person:
- If reasonable cause exists to believe that a gopher tail was taken outside of the Project Boundaries; or,
  - If reasonable cause exists that a gopher tail taken has no connection to a verifiable land owner within the Project; or,
  - If reasonable cause exists that payment does not advance the interests of the Project or water users within the same.
3. The following restrictions may apply to any person presenting for payment of bounty where a finding of cause has been made in Paragraph 2 above:
- Be ineligible to receive bounty for the gopher tails presented at a given time; and/or,
  - Be ineligible, temporarily or permanently, to receive any future bounty.
4. Institution of a bounty program within the Newlands Project does not create an expectation or duty of payment of a bounty. Payment will be made only where funds exist for such purposes. Bounty participants, prior to presentation of gopher tails to TCID, should inquire as to the existence of monies for bounty payment by contacting the TCID office. TCID may suspend or cancel payment of bounty for any reason at any time, with or without cause, and with or without notice to any person or persons engaged in the bounty program. Cessation of the bounty program may be made at any time, with or without notice, in view of any compelling public policy related issue, including, without limitation, public health or safety.
5. Each person presenting a gopher tail for bounty, shall complete the following form:

**GOPHER TAIL BOUNTY FORM**

I, \_\_\_\_\_, declare that I reside within the boundaries of the Newlands Federal Reclamation Project.

I further declare:

1. That I here present for payment of bounty to TCID \_\_\_\_\_(number) of gopher tails;
2. That each such gopher tail was taken within the boundaries of the Newlands Federal Reclamation Project;
3. That each such gopher tail is bona fide or real;
4. That the name of the landowner within the Newlands Federal Reclamation Project, from whose property the gopher tails were taken is as follows:

Print Name: \_\_\_\_\_

Signature of Landowner: \_\_\_\_\_

Serial Number \_\_\_\_\_

Additional names, signatures, and serial numbers will require their own form. One serial number per form is recommended.

5. That I understand and acknowledge that TCID may suspend or cancel payment of bounty for any reason, at any time, with or without cause, and with or without notice to any persons engaged in the bounty program.
6. I understand and acknowledge that TCID assumes no liability for any property damage or personal injury that I may incur as a result of my engaging in any action whereby I obtain any gopher tail(s); that I will indemnify and hold harmless TCID from any claim or cause of action relating to my act(s) of procuring any gopher tail(s); that TCID does not and will not provide me with either express or implied authorization to privately held lands for purposes associated with the acquiring any gopher tail(s); that it is my legal duty to seek permission from any landowner upon whose lands I intend to enter for purposes of finding gophers.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_