

District Manager Annual Review 5/3/22 Regular Board Meeting

Items in this packet include:

- ✓ ***Email from April Burchett, dated April 8, 2022***
- ✓ ***Memorandum from April Burchett, dated April 8, 2022***
- ✓ ***District Manager Performance Evaluation Form 4/1/21 to 5/1/22***
- ✓ ***Notice of Meeting to Peter Baratti***
- ✓ ***Proof of Service of Notice of Meeting to Peter Baratti***
- ✓ ***Total Value Compensation Statement FY 21-22***
- ✓ ***Last Year's Performance Evaluation, 10/1/2020 to 6/30/2021***
- ✓ ***Current Employment Contract 10/1/2020 to 6/30/21, automatically renewed to 6/30/22 per Paragraph 2.a on Page 1***

April Burchett

From: April Burchett
Sent: Friday, April 8, 2022 9:35 AM
To: Peter Baratti
Subject: District Manager Annual Review

Happy Friday to Everyone!

At the board meeting on Tuesday, I completely forgot about the District Manager's Annual Review. My intention was to have packets available to hand out to all of you for review. I have everything ready now, and we will be delivering packets today.

Please give me your comments no later than Wednesday, April 27th so I can have them ready for the meeting packet on April 29th.

I am also sending packets to Sondra and Chris to make sure they are kept in the loop. And for public transparency, the packet will also be posted on our website.

If you need me to hold your packet or if you prefer electronic delivery, let me know.

Have a great weekend!

April L. Burchett

Sr. Executive Assistant/Human Resources

Minden Gardnerville Sanitation District

1790 US Hwy 395 N.

Minden, NV 89423

(775) 782-3546 ofc / (775) 782-4915 fax



MEMORANDUM

DATE: April 8, 2022
TO: MGSD Board of Trustees
FROM: April Burchett
SUBJECT: Annual Review for the District Manager

Information for District Manager Annual Review:

Current Salary for District Manager: \$115,000
Last Salary Increase: October 2020 (prior salary: \$110,000)

Bonuses received during FY 21-22: \$5,000.00

Current Benefits for District Manager: Health Insurance (all employee, portion family)
PERS
Medicare
Vacation Leave
Sick Leave
Family Sick Leave

Leave Taken during FY 20-21 (thru 3/25/22): Vacation Leave: 144.00 hours
Vacation Leave Remaining: 224.57 hours
Regular Sick Leave: 8.00 hours
Doctor Sick Leave: 8.00 hours
Family Sick Leave: 16.00 hours
Sick Leave Remaining: 623.64 hours

Other Benefits:

Workers' Compensation 457 Plan
Employee Assistant Program 11 Paid Holidays
Shirts, Jackets, Boots



DISTRICT MANAGER PERFORMANCE EVALUATION

Manager Name: Peter V. Baratti
Rating Period: From: 4/1/2021 To: 5/1/2022

Rating Scale Definitions:

1 - Unsatisfactory	2 - Needs Improvement	3 - Meets Expectations	4 - Exceeds Expectations	5 - Far Exceeds Expectations / Outstanding
Inadequate performance that is consistently below job requirements and problematic. Shows little or no initiative or urgency to improve performance.	Performance demonstrates weakness in accomplishing performance expectations and does not consistently meet the standards of the position.	Capable, satisfactory performance that consistently meets and occasionally exceeds expectations. Errors are generally minimal and self-corrected. Demonstrates effective leadership	Strong performance that frequently exceeds expectations. Demonstrates strong knowledge and ability to perform essential functions of position and seeks for ways to improve.	Superior performance that consistently exceeds job requirements. Continually demonstrates willingness to assume additional responsibilities, and makes significant contributions beyond normal expectations.

I. PERFORMANCE EVALUATION

EVALUATION AREA	NOTES	RATING
1. Relationship with Board of Trustees	Avg.	
Example behaviors that Meet Expectations: <ul style="list-style-type: none"> ● Effectively implements policies and programs approved by the Board of Trustees 		
<ul style="list-style-type: none"> ● Reporting to the Board of Trustees is timely, clear, concise, and thorough 		
<ul style="list-style-type: none"> ● Accepts direction and instructions in a positive manner; listens to and considers ideas from the Board 		
<ul style="list-style-type: none"> ● Keeps the Board of Trustees informed of current plans and activities of MGSD 		
<ul style="list-style-type: none"> ● Keeps the Board of Trustees informed of new developments in legislation, governmental practices and regulations 		
<ul style="list-style-type: none"> ● Keeps the Board of Trustees informed of activities of County development-related activities 		
<ul style="list-style-type: none"> ● Provides the Board of Trustees with clear report of anticipated issues that could come before the Board 		

2. Public Relations		Avg.
Example behaviors that Meet Expectations: <ul style="list-style-type: none"> Projects a positive public image; is courteous to the public 		
<ul style="list-style-type: none"> Maintains relationships with representatives from other government agencies 		
<ul style="list-style-type: none"> Ensures MGSD's website is updated with current administrative and Board-related information 		
<ul style="list-style-type: none"> Provides communication to the public on matters affecting the District 		

EVALUATION AREA	NOTES	RATING
3. Effective Leadership		Avg
Example behaviors that Meet Expectations: <ul style="list-style-type: none"> Appears to delegate appropriately 		
<ul style="list-style-type: none"> Provides effective and appropriate training for staff 		
<ul style="list-style-type: none"> Identifies plant and collection system needs and problems; identifies root causes; addresses problems in ways that lead to innovative and long-term solutions 		
<ul style="list-style-type: none"> Consistently makes informed decisions and provides recommendations based on available and hard-to-find information; utilizes information that is relevant, current, and clear 		
<ul style="list-style-type: none"> Follows up on pending issues and instructions to ensure resolution 		

4. Fiscal Management		Avg.
Example behaviors that Meet Expectations: <ul style="list-style-type: none"> Utilizes resources, including expertise of staff/Board members, to prepare a realistic annual budget 		
<ul style="list-style-type: none"> Controls expenditures in accordance with approved budget 		
<ul style="list-style-type: none"> Works with staff and outside contractors to ensure audit findings are addressed and resolved in a timely manner 		
<ul style="list-style-type: none"> Provides accurate reports and information in a timely manner 		

EVALUATION AREA	NOTES	RATING
5. Intergovernmental Affairs		Avg.
Example behaviors that Meet Expectations: <ul style="list-style-type: none"> Maintains effective communication with local, regional, state, and federal government agencies 		
<ul style="list-style-type: none"> Contributes to good government through regular participation in local, regional, state agency, and business-related organization meetings and relationships 		
<ul style="list-style-type: none"> Lobbies effectively with legislators and other agencies regarding the interests and needs of MGSD, where needed 		
<ul style="list-style-type: none"> Ensures MGSD's interests and standards are communicated to and recognized by local, state, and federal government agencies 		

6. Professional Job-Related Competencies		Avg.
Example behaviors that Meet Expectations: <ul style="list-style-type: none"> ● Maintains current technical knowledge and ability to sufficiently manage tasks and projects 		
<ul style="list-style-type: none"> ● Pursues expanded mastery of knowledge and abilities of leadership position and skills 		
<ul style="list-style-type: none"> ● Maintains State and Federal mandated certification 		
<ul style="list-style-type: none"> ● Combines technical knowledge with creativity to produce value-added results 		

ADDITIONAL COMMENTS BY THE BOARD:

II. ACHIEVEMENTS OF NOTE FOR THIS EVALUATION PERIOD:

III. ITEMS FOR IMPROVEMENT FOR THIS EVALUATION PERIOD:

IV. SUMMARY RATING

1 - Unsatisfactory	2 - Needs Improvement	3 - Meets Expectations	4 - Exceeds Expectations	5 - Far Exceeds Expectations / Outstanding

V. FUTURE GOALS AND OBJECTIVES

Specific goals and objectives to be achieved in the next evaluation period:

Board Action:

Next Evaluation Date:

GOVERNING BOARD

Concurrence

Barbara Smallwood, Chairman

Yes No

Mike King, Vice Chairman

Yes No

Ted Thran, Secretary-Treasurer

Yes No

Mary Schilling, Trustee

Yes No

Raymond Wilson, Trustee

Yes No

DISTRICT MANAGER COMMENTS & SIGNATURE

District Manager Signature

Date



April 8, 2022

Mr. Peter V. Baratti
1745 Oakwood
Minden, NV 89423

SUBJECT: Notice of Meeting of the MGSD Board of Trustees for Annual Performance Evaluation and Possibility to Consider Your Character, Alleged Misconduct, or Health

Dear Mr. Baratti:

This letter will serve to notify you of your annual performance review by the MGSD Board of Trustees at its regular meeting on May 3, 2022. The meeting will begin at 6:00 p.m. at the MGSD Administrative Office, 1790 Hwy. 395, Minden, Nevada. This meeting will be an open meeting, in accordance with NRS 233.031.1(b).

The Board may consider the following topics during the performance review: your performance as District Manager, your job description, your job duties and matters properly related thereto, as well as your character, alleged misconduct, competence, and physical or mental health.

You are invited to attend the meeting, and you may have an attorney or other representative of your choosing present at the meeting. You may also present written evidence, provide testimony, and present witnesses. Please be aware that under NRS 233.031.1(b), the Board may not adjourn to a closed session to consider these items, and all testimony will be given during an open meeting.

If the Board determines it necessary after considering your performance, your character, alleged misconduct, professional competence, or physical or mental health, it may also take administrative action against you at this meeting.

This informational statement is in lieu of any notice that may be required pursuant to NRS Chapter 241.

Sincerely,

April L. Burchett
Human Resources Representative



PROOF OF SERVICE

I, April L. Burchett, hereby state that I served the foregoing Notice of Meeting of the Board to consider character, alleged misconduct, competence, or health

X By personally serving it to Peter Baratti at 1790 Hwy 395, Minden, NV
on April 8, 2022

_____ By depositing it in the United States Mail, postage prepaid,
Certified Mail No. _____
on this _____ day of _____, 20__.

April L. Burchett
April L. Burchett

4/8/22
Date



TOTAL VALUE COMPENSATION STATEMENT FY 2021-2022

Employee: Peter Baratti

Title: District Manager

Summarized below is your projected Total Compensation Statement for FY2020-2021. While cash compensation is the largest portion of your total compensation, a significant portion is provided through indirect pay for health insurance, retirement, and other benefits.

	Your Contribution	MGSD Contribution
Cash Compensation		
Salary:		\$115,000.00
Bonus:		\$5,000.00
Total Cash Compensation		\$120,000.00
Insurance:		
Medical PPO Gold	\$11,122.52	\$13,300.00
Medical - HSA	\$0.00	\$0.00
Dental	\$0.00	\$1,440.00
Vision	\$0.00	\$314.16
Life / AD&D	\$0.00	\$234.00
	<i>Subtotal - Insurance **</i>	\$15,288.16
Workers' Comp	\$0.00	\$4,220.50
Total Insurance	\$22,245.04	\$19,508.66
Retirement		
PERS		\$35,700.00
Medicare	\$1,740.00	\$1,740.00
Total Retirement	\$1,740.00	\$37,440.00
TOTAL COMPENSATION		\$176,948.66



In addition to the compensation and benefits mentioned in the chart, you also are provided:

- | | | |
|--|--------------------------|----------------------|
| Employee Assistance Program | 15 days Vacation Leave | 11 Paid Holidays |
| Uniform Shirts, Jackets | 10 days Sick Leave | Paid Jury Duty Leave |
| Safety & Personal Protective Equipment | 5 days Family Sick Leave | |



DISTRICT MANAGER PERFORMANCE EVALUATION

Manager Name: Peter V. Baratti
Rating Period: From: 10/1/2020 To: 6/30/2021

Rating Scale Definitions:

1 - Unsatisfactory	2 - Needs Improvement	3 - Meets Expectations	4 - Exceeds Expectations	5 - Far Exceeds Expectations / Outstanding
Inadequate performance that is consistently below job requirements and problematic. Shows little or no initiative or urgency to improve performance.	Performance demonstrates weakness in accomplishing performance expectations and does not consistently meet the standards of the position.	Capable, satisfactory performance that consistently meets and occasionally exceeds expectations. Errors are generally minimal and self-corrected. Demonstrates effective leadership	Strong performance that frequently exceeds expectations. Demonstrates strong knowledge and ability to perform essential functions of position and seeks for ways to improve.	Superior performance that consistently exceeds job requirements. Continually demonstrates willingness to assume additional responsibilities, and makes significant contributions beyond normal expectations.

I. PERFORMANCE EVALUATION

EVALUATION AREA	NOTES	RATING
1. Relationship with Board of Trustees	Avg.	3.85
<p><i>Example behaviors that Meet Expectations:</i></p> <ul style="list-style-type: none"> ● Effectively implements policies and programs approved by the Board of Trustees 	Schilling: 3.5 Smallwood: 4.0 Thran: 4.0 Wilson: 3.0	King: Abstain Schilling: 4.0 Smallwood: 4.0 Thran: 4.0 Wilson: 3.4
<ul style="list-style-type: none"> ● Reporting to the Board of Trustees is timely, clear, concise, and thorough 	Schilling: 4.0 Smallwood: 4.0 Thran: 4.0 Wilson: 4.0	
<ul style="list-style-type: none"> ● Accepts direction and instructions in a positive manner; listens to and considers ideas from the Board 	Schilling: 4.0 Smallwood: 4.0 Thran: 4.0 Wilson: 4.0	
<ul style="list-style-type: none"> ● Keeps the Board of Trustees informed of current plans and activities of MGSD 	Schilling: 4.0 Smallwood: 4.0 Thran: 4.0 Wilson: 4.0	
<ul style="list-style-type: none"> ● Keeps the Board of Trustees informed of new developments in legislation, governmental practices and regulations 	Schilling: 4.0 Smallwood: 4.0 Thran: 4.0 Wilson: 3.0	
<ul style="list-style-type: none"> ● Keeps the Board of Trustees informed of activities of County development-related activities 	Schilling: 4.0 Smallwood: 4.0 Thran: 4.0 Wilson: 4.0	
<ul style="list-style-type: none"> ● Provides the Board of Trustees with clear report of anticipated issues that could come before the Board 	Schilling: 4.0 Smallwood: 4.0 Thran: 4.0 Wilson: 3.0	

2. Public Relations		Avg.	3.81
Example behaviors that Meet Expectations: <ul style="list-style-type: none"> Projects a positive public image; is courteous to the public 	Schilling: 4.5 Smallwood: 4.0 Thran: 3.0 Wilson: 5.0		King: Abstain Schilling: 4.5 Smallwood: 4.0 Thran: 3.0 Wilson: 3.75
<ul style="list-style-type: none"> Maintains relationships with representatives from other government agencies 	Schilling: 4.0 Smallwood: 4.0 Thran: 3.0 Wilson: 4.0		
<ul style="list-style-type: none"> Ensures MGSD's website is updated with current administrative and Board-related information 	Schilling: 4.0 Smallwood: work in progress Thran: 3.0 Wilson: 3.0		
<ul style="list-style-type: none"> Provides communication to the public on matters affecting the District 	Schilling: 4.5 Smallwood: 4.0 Thran: 3.0 Wilson: 3.0		

EVALUATION AREA	NOTES	Avg	RATING
3. Effective Leadership		Avg	4.21
Example behaviors that Meet Expectations: <ul style="list-style-type: none"> Appears to delegate appropriately 	Schilling: 4.0 Smallwood: 4.0 Thran: 4.0 Wilson: 4.0		King: Abstain Schilling: 4.75 Smallwood: 4.1 Thran: 4.0 Wilson: 4.0
<ul style="list-style-type: none"> Provides effective and appropriate training for staff 	Schilling: 3.5 Smallwood: 4.0 Thran: 4.0 Wilson: 3.0		
<ul style="list-style-type: none"> Identifies plant and collection system needs and problems; identifies root causes; addresses problems in ways that lead to innovative and long-term solutions 	Schilling: 4.0 Smallwood: 5.0 Thran: 4.0 Wilson: 5.0		
<ul style="list-style-type: none"> Consistently makes informed decisions and provides recommendations based on available and hard-to-find information; utilizes information that is relevant, current, and clear 	Schilling: 4.0 Smallwood: 4.0 Thran: 4.0 Wilson: 4.0		
<ul style="list-style-type: none"> Follows up on pending issues and instructions to ensure resolution 	Schilling: 4.0 Smallwood: 3.50 Thran: 4.0 Wilson: 4.0		

4. Fiscal Management		Avg.	3.91
Example behaviors that Meet Expectations:			King: Abstain Schilling: 4.75 Smallwood: 3.88 Thran: 3.0 Wilson: 4.0
<ul style="list-style-type: none"> Utilizes resources, including expertise of staff/Board members, to prepare a realistic annual budget 	Schilling: 3.5 Smallwood: 3.5 Thran: 3.0 Wilson: 4.0		
<ul style="list-style-type: none"> Controls expenditures in accordance with approved budget 	Schilling: 4.0 Smallwood: 3.5 Thran: 3.0 Wilson: 3.0		
<ul style="list-style-type: none"> Works with staff and outside contractors to ensure audit findings are addressed and resolved in a timely manner 	Schilling: 4.0 Smallwood: 4.5 Thran: 3.0 Wilson: 4.0		
<ul style="list-style-type: none"> Provides accurate reports and information in a timely manner 	Schilling: 4.0 Smallwood: 4.0 Thran: 3.0 Wilson: 5.0		

EVALUATION AREA	NOTES	Avg.	RATING
5. Intergovernmental Affairs			3.39
Example behaviors that Meet Expectations:			King: Abstain Schilling: 3.75? Smallwood: 3.8 Thran: 3.0 Wilson: 3.0
<ul style="list-style-type: none"> Maintains effective communication with local, regional, state, and federal government agencies 	Smallwood: Continues to learn the players and be positive in working together Schilling: Unknown Smallwood: 3.8 Thran: 3.0 Wilson: 3.0		
<ul style="list-style-type: none"> Contributes to good government through regular participation in local, regional, state agency, and business-related organization meetings and relationships 	Schilling: 3.0 Smallwood: 3.8 Thran: 3.0 Wilson: 3.0		
<ul style="list-style-type: none"> Lobbies effectively with legislators and other agencies regarding the interests and needs of MGSD, where needed 	Schilling: 3.0 Smallwood: 3.8 Thran: 3.0 Wilson: 3.0		
<ul style="list-style-type: none"> Ensures MGSD's interests and standards are communicated to and recognized by local, state, and federal government agencies 	Schilling: 4.0 Smallwood: 3.8; continue community outreach Thran: 3.0 Wilson: 3.0		

6. Professional Job-Related Competencies		Avg.	4.21
Example behaviors that Meet Expectations: <ul style="list-style-type: none"> Maintains current technical knowledge and ability to sufficiently manage tasks and projects 	Schilling: 4.0 Smallwood: 4.0; continue education in budgets Thran: 4.0 Wilson: 5.0	King: Abstain Schilling: 4.0 Smallwood: 4.6 Thran: 4.0 Wilson: 4.25	
<ul style="list-style-type: none"> Pursues expanded mastery of knowledge and abilities of leadership position and skills 	Schilling: 4.0 Smallwood: 4.5 Thran: 4.0 Wilson: 4.0		
<ul style="list-style-type: none"> Maintains State and Federal mandated certification 	Schilling: 4.0 Smallwood: 5.0 Thran: 4.0 Wilson: 4.0		
<ul style="list-style-type: none"> Combines technical knowledge with creativity to produce value-added results 	Schilling: 4.0 Smallwood: 5.0 Thran: 4.0 Wilson: 4.0		

ADDITIONAL COMMENTS BY THE BOARD:

King is abstaining due to Peter Baratti was the supervisor of his spouse, Sarah King, during a portion of the review period.

Schilling:

Smallwood: Thank you for your dedication to the MGSD organization. Your attention to keeping the plant operational and moving forward in this COVID-19 pandemic is appreciated. Handling the audit report and recommendations is also appreciated.

Thran: Holding all comments until the Board meeting

Wilson: Peter Baratti was promoted to his present position while I was off the MGSD Board. I have only 3 months on the Board before this evaluation. I am really rating Pete as his job of Operations Supervisor, which I believe he did an excellent job. I am sure that's why he was promoted to his present position as MGSD Plant Manager.

II. ACHIEVEMENTS OF NOTE FOR THIS EVALUATION PERIOD:

Mike King: Abstain

Mary Schilling: Peter is doing a great job.

Barbara Smallwood: Looking forward to the year-end report. Budget Workshop great; management education; appreciate Peter's efforts in keeping things running, and working with the staff, and keeping the plant in compliance during the COVID-19 crisis, and still having in-person board meetings while maintaining social distancing. Also, Peter's Chamber involvement is acknowledged.

Ted Thran:

Ray Wilson:

III. ITEMS FOR IMPROVEMENT FOR THIS EVALUATION PERIOD:

Mike King: Abstain

Mary Schilling:

Barbara Smallwood:

Ted Thran:

Ray Wilson: To continue to grow in all aspects of his job. No matter how good someone is in their job, there is always room for improvement in what they are doing.

IV. SUMMARY RATING

1 - Unsatisfactory	2 - Needs Improvement	3 - Meets Expectations	4 - Exceeds Expectations	5 - Far Exceeds Expectations / Outstanding
		3.89		

V. FUTURE GOALS AND OBJECTIVES

Specific goals and objectives to be achieved in the next evaluation period:

Mike King: Abstain

Mary Schilling:

Barbara Smallwood: Still would like to see a Mission/Policy/Goals Board Workshop, accounting of will serve letters, and
Ted Thran:

Ray Wilson: To continue to grow in all aspects of his job. To continue to grow in the budget process, control of all expenditures.

Board Action:

Next Evaluation Date: April 5, 2022

GOVERNING BOARD

Concurrence

Barbara Smallwood, Chairman

Yes No

ABSTAIN

Mike King, Vice Chairman

N/A

Ted Thran, Secretary-Treasurer

Yes No

Mary Schilling, Trustee

Yes No

Raymond Wilson, Trustee

Yes No

DISTRICT MANAGER COMMENTS & SIGNATURE

District Manager Signature

Date

**EMPLOYMENT CONTRACT
BETWEEN
MINDEN-GARDNERVILLE SANITATION DISTRICT
AND
PETER V. BARATTI**

WHEREAS, Minden-Gardnerville Sanitation District (hereinafter "MGSD" or "DISTRICT") is a governmental body formed under the laws of the State of Nevada and a political subdivision of the State of Nevada; and

WHEREAS, Peter V. Baratti (hereinafter "EMPLOYEE") represents that he maintains the education, training, experience, ethics, and desire to act as the District Manager for MGSD; and

WHEREAS, based on said representations, it is the desire of MGSD to retain the services of EMPLOYEE as District Manager.

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

1. POSITION TITLE AND RESPONSIBILITIES

EMPLOYEE shall be given the job title of DISTRICT MANAGER and shall perform the functions and duties of the District Manager of MGSD as set forth by law and policy and as specified in the Job Description and Duties (see attached Exhibit "A") for District Manager, and to perform other legally permissible and proper duties and functions as the MGSD Board of Trustees shall assign from time to time.

2. TERM OF CONTRACT

- a. This contract will become effective on October 1, 2020 and will expire on June 30, 2021. This contract will automatically renew for successive one-year periods unless either party provides notice to the other party that the contract will not be extended. Said notice shall be given in any form of writing, including email, not less than ninety (90) days prior to the expiration date, but this section shall not prevent or preclude either party from terminating the contract under any other provision of the contract.
- b. EMPLOYEE will be designated an "Appointed Official" as defined under NRS 281A.160. As such, EMPLOYEE's position will be categorized as "Exempt" under the Fair Labor Standards Act (FLSA). EMPLOYEE will serve at the pleasure and under the supervision of MGSD's Board of Trustees.

3. CONDITIONS OF EMPLOYMENT

- a. During the term of the Contract, EMPLOYEE agrees to live and maintain his primary and legal residence, as defined by NRS 10.155, within 30 driving minutes of the MGSD Plant facility (while obeying all motor vehicle laws).

- b. Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of MGSD to terminate the services of EMPLOYEE at any time for any reason deemed sufficient or convenient by the MGSD Board of Trustees.
- c. Nothing in this contract shall prevent, limit, or otherwise interfere with the right of the EMPLOYEE to resign at any time from his position with MGSD.
- d. MGSD may suspend EMPLOYEE with or without full pay and benefits at any time during the term of this Contract pending any investigation or other disciplinary hearing.
- e. During the term of this Contract, EMPLOYEE agrees to file, in a timely manner, all reports regarding his personal finances and other information as required by Nevada law, including but not limited to the annual financial disclosure to the Nevada Secretary of State's Office.

4. SALARY and BENEFITS

- a. MGSD agrees to pay EMPLOYEE an annual base salary of One Hundred Fifteen Thousand Dollars and No Cents (\$115,000.00) for his services rendered to MGSD. The annual base salary may be adjusted by the Board of Trustees from time to time in its sole and absolute discretion. The annual base salary is payable in installments in the same manner as all other employees of MGSD are paid.
- b. MGSD shall pay contributions to the Nevada Public Employees Retirement System (PERS) on behalf of EMPLOYEE during his employment with MGSD consistent with the contributions made on behalf of other employees of MGSD and as permitted by and in strict accordance with Nevada law.
- c. MGSD shall provide EMPLOYEE health, vision, dental, and life insurance consistent with what other MGSD employees qualify to receive, which the Board of Trustees may alter, amend, or terminate at any time in its sole discretion consistent with applicable law and procedure.
- d. MGSD shall provide EMPLOYEE all equipment (i.e., computer, software, cell phone, etc.) necessary to perform the essential functions of the position, including a smart phone to conduct MGSD business.
- e. During the term of this Contract, EMPLOYEE shall be eligible to participate in benefits established by MGSD that are consistent with benefits to all employees of MGSD (see attached Exhibit "B"), which benefits the Board of Trustees may adjust, amend, or terminate in its sole discretion from time to time consistent with Nevada law and procedure.
- f. MGSD shall reimburse EMPLOYEE for any District-related expenses that are incurred during the course of performance of his duties as District Manager provided that EMPLOYEE follows all protocols and procedures that MGSD may establish or require from time to time, for entitlement or reimbursement. These expenses may include travel, lodging, food, and any other costs incurred, as set forth in Section 8.b. below.

5. LEAVE AND HOLIDAYS

- a. EMPLOYEE shall be credited with the vacation leave hours currently earned in prior employment positions with MGSD. EMPLOYEE shall accrue vacation leave at the same rate as other MGSD employees qualify to earn.
- b. EMPLOYEE shall be credited with the sick leave hours currently earned in prior employment positions with MGSD. EMPLOYEE shall accrue sick leave at the same rate as other MGSD employees qualify to earn.
- c. EMPLOYEE shall be entitled to 11 State and Federal holidays per year as designated in Attached Exhibit "B". Paid holidays are determined by MGSD and may change from time to time at the discretion of the Board of Trustees.

6. ATTENDANCE AND LEAVE REPORTING

- a. EMPLOYEE shall submit to MGSD's administrative staff a written record of all leave taken in eight-hour increments within 7 days of any leave taken.
- b. Consistent with the FLSA and NRS, employees in exempt positions are not required to be paid for overtime.
 - i. DISTRICT may make deductions from pay in full day increments when EMPLOYEE does not qualify to use leave, does not have accrued leave, or chooses not to use paid leave and is absent from work for one or more full days. Deductions from sick or annual leave balances may be made in full day increments.
 - ii. Deductions will also be made to offset amounts EMPLOYEE receives as jury or witness fees, or for military pay; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions. MGSD will prorate EMPLOYEE's salary based upon the days worked during the initial and terminal pay period of employment.
 - iii. EMPLOYEE is generally expected to be available to perform his job duties during normal business hours, 8:00 a.m. to 5:00 p.m. Monday through Friday, as well as scheduled Board meetings and during emergency situations. It is expected that in order for EMPLOYEE to complete his assigned work from time to time, it will be necessary that he work beyond the normal work days and business hours of MGSD.

7. PERFORMANCE EVALUATION

- a. MGSD Board of Trustees, with input from EMPLOYEE, shall use best efforts to establish priorities, goals, and expectations for EMPLOYEE in each year of this Contract in accordance with Section 9 of this contract. MGSD shall use best efforts to establish priorities, goals, and expectations for the EMPLOYEE that coincide with EMPLOYEE's annual evaluation as provided in Paragraph 7.b. The priorities, goals, and expectations that are established may be modified, added, or deleted as MGSD Board of Trustees deem appropriate, in consultation with EMPLOYEE.
- b. Each year prior to, or as near as possible to, MGSD's tentative budget hearing in April of each year, MGSD Board of Trustees will use best efforts to review and evaluate EMPLOYEE's performance in accordance with the Open Meeting Law

provisions of Chapter 241 of Nevada Revised Statutes (NRS). EMPLOYEE's evaluation shall be based on the priorities, goals, and expectations developed in Paragraph 7.a., as well as EMPLOYEE's performance of the responsibilities and duties of the position as outlined in attached Exhibit "A". The evaluation process and evaluation rests within the exclusive discretion of the Board of Trustees and is solely for the convenience of the Board of Trustees and EMPLOYEE.

8. PROFESSIONAL DEVELOPMENT

- a. MGSD Board of Trustees shall budget and pay for all necessary travel and subsistence expenses incurred by EMPLOYEE to travel to meetings and conferences, that will assist EMPLOYEE to continue his professional development, and to adequately pursue other required functions as the District Manager, including, but not limited to, any national, regional, state and local government groups and committees that EMPLOYEE serves as a member, not to exceed the amount budgeted by the Board each year for such purposes or such other amount as the Board of Trustees may establish or determine from time to time in its sole discretion.
- b. MGSD Board of Trustees agrees to budget and pay for the travel and subsistence expenses of EMPLOYEE for short courses, institutes and seminars that are necessary for his professional development and for the good of MGSD in such amount as the Board of Trustees may determine from time to time in its sole discretion. The Chairman of the Board of Trustees must approve any course or seminar that is longer than five working days or whose total costs exceed Two Thousand Five Hundred Dollars (\$2,500.00).
- c. EMPLOYEE agrees to maintain in good standing at all times during his employment a Grade III Wastewater Operations Certificate, issued by the State of Nevada, or as required by the State of Nevada if higher than a Grade III.

9. STRATEGIC PLANNING

- a. EMPLOYEE agrees that, at least annually, he will schedule and participate in the following:
 - i. A goals setting session to review and develop strategic objectives for MGSD; and
 - ii. A workshop to develop specific criteria for the priorities and expectations to serve as the basis for EMPLOYEE's annual evaluation as set forth in Section 7 of this Contract. This session must be held within two (2) months of the date of the EMPLOYEE's annual evaluation.
- b. EMPLOYEE agrees that he will schedule and/or coordinate training regarding Open Meeting Law and Ethics Law for newly elected members of the Board of Trustees within three (3) months of newly elected officials taking an oath of office.
- c. EMPLOYEE agrees that he will ensure updates occur to MGSD's official website on a monthly basis, or more frequently as needed; that the website contains information that is informative to the public regarding MGSD's services, fees, policies, and board meeting information; and that the website meets State and Federal requirements.

10. EMPLOYEE'S ROLE

- a. EMPLOYEE shall have the authority on behalf of MGSD to enter into written and verbal agreements with any customer, client, vendor, or third party in an amount not to exceed Ten Thousand Dollars (\$10,000.00), and for time-sensitive expenditures not to exceed Fifty Thousand Dollars (\$50,000.00) provided such expenditures are approved by the Chairman or Vice Chairman of the Board of Trustees, which authority may be revoked or adjusted from time to time as determined by the Board of Trustees in its sole discretion.
- b. EMPLOYEE shall have the authority to take employment actions including, but not limited to, hiring and discipline as outlined in the current MGSD Policies and Procedures Manual as may be amended from time to time by the Board of Trustees in its sole discretion.

11. DISABILITY OR INABILITY TO PERFORM ESSENTIAL FUNCTIONS

Without limiting any other right, power, or authority of the Board of Trustees set forth elsewhere in this Contract or as may be exercised consistent with applicable law, if EMPLOYEE is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health, as determined by a qualified health care professional as reasonably determined by the Board of Trustees, for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty working days over a thirty working day period, MGSD shall have the option to terminate this Contract, subject to Severance Pay requirements in Section 12. EMPLOYEE shall also be compensated for any accrued sick leave, vacation, and other accrued benefits in accordance with the then current MGSD policy for what other MGSD employees would receive under similar circumstances.

12. TERMINATION/SEPARATION/RETIREMENT

- a. At any time during the term of this Contract, MGSD may terminate the Contract without cause by providing at least thirty (30) days' advance written notice to the EMPLOYEE. Notice shall be in accordance with Section 17 below. In lieu of providing thirty (30) days' notice, MGSD reserves the right to terminate the Contract without such notice provided that it pays EMPLOYEE thirty (30) days' pay in addition to any other severance or termination pay provided for herein.
- b. At any time during the term of this Contract, EMPLOYEE may terminate this contract by providing at least sixty (60) days' advance written notice to MGSD. Notice shall be in accordance with Section 17 below.
- c. Unless terminated for cause as described in Paragraph 12.e., or terminated by EMPLOYEE for any reason whatsoever, if EMPLOYEE is terminated by MGSD without cause, after MGSD has given notice in accord with Paragraph A above, and during such time EMPLOYEE is willing and able to perform his duties under this Contract, MGSD agrees to pay EMPLOYEE a lump sum cash severance payment equal to two (2) months' aggregate salary of EMPLOYEE's then current annual base salary ("Severance Pay"), payable within seven (7) days of termination.

- d. Severance Pay shall be in addition to any other payment due to EMPLOYEE for unused annual leave or other benefits that may be payable to other MGSD employees with service credit equal to that of EMPLOYEE. EMPLOYEE and any of his legal dependents will also remain in the group health plan of MGSD and will continue to receive life insurance benefits, if any, provided to EMPLOYEE prior to the last day EMPLOYEE provides services to MGSD pursuant to the terms of this Contract. MGSD employs fewer than 20; therefore, EMPLOYEE is not eligible for benefits under the Consolidated Omnibus Budget Reconciliation Act ("COBRA").
- e. For purposes of this Contract, termination for cause is defined as conduct that constitutes a crime involving fraud, dishonest, or moral turpitude (except for misdemeanor traffic citations), failure to maintain required licenses or certifications, any material breach of this Contract, fraud or other dishonest activity, neglect or failure to discharge duties or to follow directives from the Board of Trustees, violation of any harassment or discrimination policy of the Board or any conduct the Board reasonably determines to adversely and materially reflect upon the business, affairs or reputation of MGSD, or conduct that constitutes a knowing and willful violation of a law or MGSD policy governing the conduct of public officers or employees. In such event, MGSD shall give written notice of its desire to terminate EMPLOYEE for cause and the effective date of the termination shall be twenty-one (21) days after notice is given in accordance with Section 17 below, but EMPLOYEE may be suspended from Employment during such time. If EMPLOYEE is terminated for cause, EMPLOYEE shall not be entitled to receive Severance Pay.

13. RETURN OF PROPERTY

Upon separation under Section 12 of this Contract, EMPLOYEE agrees to return any and all property of MGSD. This includes, but is not limited to, equipment, computers, electronics, cell phones, keys, access information (including, but not limited to, user names, passwords, and security questions/answers), notes, data, tests, vehicles, reports, or any property that is requested by MGSD.

14. COMPLIANCE AND ADHERENCE TO DISTRICT POLICIES

EMPLOYEE agrees that he will act in accordance with this Agreement and with the best interests of MGSD and to perform all the duties required of the position. In carrying out the duties and responsibilities of his position, EMPLOYEE agrees to adhere to any and all policies, procedures, rules, regulations, as administered by MGSD. In addition, EMPLOYEE agrees to abide by all local, county, State, and Federal laws while employed by MGSD.

15. GOVERNING LAW AND DISPUTES

- a. This Employment Contract shall be construed and interpreted according to the laws of the State of Nevada.
- b. Any dispute regarding this Contract shall be resolved by binding arbitration, with an arbiter selected from a list maintained by the Nevada Supreme Court of senior District Court judges, with both parties to pay their own attorney's fees and to share equally in the cost of arbitration. There shall be no presumption for or against the drafter in interpreting or enforcing this Contract.

- c. MGSD shall select the senior District Court judge if both parties cannot mutually agree to one.

16. SEVERABILITY

If any term, section, or provision, or any portion thereof, contained in this Contract is held unenforceable, unconstitutional, or invalid, all remaining sections and provisions shall be deemed severable and remain legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

17. NOTICES

- a. Unless otherwise provided for herein, all notices that are to be sent under this Agreement shall be done in writing and are to be delivered via Certified Mail (return receipt) and, if applicable, under the terms of NRS 281, to the following mailing addresses:
 - i. DISTRICT: Minden-Gardnerville Sanitation District
1790 US. Hwy. 395 N.
Minden, NV 89423
 - ii. EMPLOYEE: Peter V. Baratti
1745 Oakwood Dr.
Minden, NV 89423
- b. The aforementioned addresses may be changed with the act of either party providing written notice.

18. AMENDMENTS

This Contract constitutes the entire agreement between the parties and may only be modified by a written amendment signed by both parties. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, will constitute one agreement. Any counterpart may be delivered by any party by transmission of the signature page to the other party and shall be complete upon the completion of such transmission; however, manually signed copies of the signature page shall nonetheless be delivered promptly after any such facsimile delivery. Any changes in EMPLOYEE's base salary as provided herein shall not require a written amendment to this Contract.

19. ENTIRE AGREEMENT


This Contract, together with any attachments, exhibits, or addendums, or documents incorporated herein by reference, represents the entire agreement between MGSD and EMPLOYEE. Therefore, this Contract supersedes any prior contracts, agreements, promises, conditions, or understandings between MGSD and EMPLOYEE.

IN WITNESS WHEREOF, the Minden-Gardnerville Sanitation District Board of Trustees has caused this Employment Contract for Peter V. Baratti to be signed and executed this 6th day of Oct., 2020.

EMPLOYEE:


Peter V. Baratti

DISTRICT:


Barbara S. Smallwood, Chairman
Board of Trustees
Minden-Gardnerville Sanitation District

ATTEST:

By: 
April L. Burchett, Administrative Assistant



DISTRICT MANAGER JOB DESCRIPTION

CREATED: January 2010
LAST REVISED: April 2019
(reviewed October 2020)

FLSA STATUS: Exempt

POSITION SUMMARY:

Plans, directs, manages, and oversees the activities and operations of the District. Coordinates District activities with direction provided by the District Board of Trustees. Communicates with the public on matters affecting the District through public affairs initiatives, press conferences, conducting and attending public meetings and hearings, and doing public appearances. Provides information to residents, businesses, and visitors through proactive communication methods that promote the District in a positive and community-oriented manner. Engages in intergovernmental activities that promote the mutual interest of the jurisdictions and comply with legal and regulatory requirements. Performs high-level administrative, technical, and professional work in directing and supervising the administration of the District. Receives broad policy guidance from the Board of Trustees.

DISTINGUISHING CHARACTERISTICS:

The position is responsible for the overall management and implementation of the administration, operation, resources, and maintenance functions for the District, and acts as the District's representative with respect to all services provided, consistent with the administrative and policy direction of the Board of Trustees, with the authority to transmit instructions, receive information, and interpret the District's policies and decisions. The District Manager is appointed by and reports to the District Board of Trustees, and is unclassified and "at-will", serving at the pleasure of the Board of Trustees.

ESSENTIAL FUNCTIONS:

Duties include and are not limited to the following:

- Develops, evaluates, and implements administrative policies and procedures to meet Board goals and objectives; assists the Board in the development of overall goals of the District; follows suggested and recommended alternatives from the Board of Trustees; provides leadership and direction in the development of short- and long-range plans for achieving overall goals.



District Manager
Job Description (Rev. April 2019)
Page 1 of 6

- Selects, directs, develops, evaluates, and manages personnel and personnel policies; determines staffing needs; instructs and trains staff and provides training programs to enhance the capabilities of staff; conducts performance evaluations; listens, responds to, and resolves employee, problems, concerns, complaints, and grievances; administers discipline for inadequate performance and/or improper behavior.
- Supervises and manages the operation of all wastewater treatment facilities and processes, including collection and treatment systems, effluent disposal systems, biosolids disposal, and grease digestion program.
- Represents the District as Public Information Officer (PIO) and serves as the spokesperson and primary resource for District information; represents the District in appearances with various federal, state, county, and local groups and through various media; makes presentations to business, community, and other groups to present information and answer questions; represents the District with other government agencies and with the public.
- Oversees development of reports, financial statements, and budget forecasts for the amount of funds needed for operations, materials, supplies, equipment, and staffing; monitors and approves expenditures; recommends remedial action to adjust budgetary expenditures when expenditures are over budget estimates or when unforeseen circumstances or budgetary cuts are imposed.
- Develops, maintain, and monitors District website and social media strategy and content.
- Analyzes proposals regarding policies, programs, and services, and develops recommendations to the Board of Trustees; analyzes information pertaining to District services and operations, including policies, programs, methods, budgets, staffing, organization, and capital needs; writes reports and correspondence on behalf of the District to various government agencies and members of the community.
- Oversees the preparation of Board of Trustees meeting agendas; attends Board meetings; makes oral and written presentations to the Board and to other public and private groups; provides information to news media and the public regarding District operations.
- Analyzes proposed legislation and administrative regulations for their impact on District operations; reviews and makes recommendations to the Board of Trustees regarding legislative activities; participates in the lobbying process by presenting oral and written testimony to appropriate bodies.
- Ensures the timely completion of scheduled projects according to applicable codes and specifications; determines and implements modifications in specifications where appropriate; researches and develops specifications for material and equipment used in facility operations.
- Confers with and advises architects, builders, attorneys, contractors, engineers, and the general public regarding District development and improvement policies and standards; oversees the processing of development, construction, and annexation petitions and applications; assists customers with enquiries regarding the District's review and permitting process; assesses permit and MGSD fees; represents the District's interest in community development and public works projects to other government agencies through various means, including meeting attendance and/or written correspondence.
- Determines the need for repair and maintenance of existing treatment and collection facilities and equipment; determines when purchase of new equipment or construction of new facilities is indicated; consults with the District Engineer and resources as required.
- Evaluates laboratory results and processes control tests to assure adequate treatment process and compliance with regulatory standards.



District Manager
 Job Description (Rev. April 2019)
 Page 2 of 6

- Maintains data on the wastewater treatment, effluent, biosolids disposal, and grease digestion programs; prepares required reports and summary sheets that are sent to regulatory agencies regarding the operation of the facilities.
- Responsible for developing and implementing safety standards for the operation of District equipment and facilities; ensures all District staff are trained and adhere to safety standards.
- Insures that the facilities are in compliance with established guidelines and regulations.
- Represents the District with dignity, integrity, and cooperatively in all relationships with staff and the public.
- Performs related duties as required by the Board of Trustees.

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge of:

- Principles and practices of organizational leadership, management, and supervision;
- Principles of human resource development and utilization, including federal and state employment regulations and practices;
- Modern methods of procurement, contract negotiation, and administration;
- Principles of public budget preparation and administration;
- Modern methods of secondary wastewater treatment, chlorine formulas and testing techniques;
- Pumping equipment and proper pump operation;
- Corrective maintenance on facility equipment;
- Mechanical, biological, chemical, and physical characteristics of wastewater treatment and disposal systems;
- Laboratory techniques and procedures as related to sewage treatment analysis;
- Occupational hazards and safety precautions of the work;
- Mathematical calculations at a level necessary to perform the essential functions;
- PC computers and Microsoft software programs, including a functional knowledge of Word and Excel; and
- Laws and regulations which pertain to District operations, services, and programs.

Skill to:

- Plan, organize, and manage business operations;
- Negotiate appropriate solutions and contracts; and
- Manage administrative processes including budgeting, internal controls, policy development, planning, and problem solving.

Ability to:

- Develop policies and goals consistent with directives from the Board of Trustees;
- Effectively administer projects and operations consistent with District policies and goals;
- Plan, direct, and evaluate the work of staff;
- Develop, motivate, and supervise operations and administrative staff;
- Work effectively under the pressure of deadlines, conflicting demands, and emergencies;



District Manager
 Job Description (Rev. April 2019)
 Page 3 of 6

- Establish and maintain effective working relationships with District staff, elective bodies, and members of the general public;
- Collect, interpret, and evaluate narrative and statistical data pertaining to policy, fiscal, and operational matters;
- Monitor and control wastewater treatment plant functions through the use of SCADA and complex computer control systems;
- Gain cooperation through discussion and communication;
- Answer all types of emergency calls during hours not normally worked that deal with operational problems to assure continual wastewater facilities operations;
- Analyze, read, record, and interpret policies, regulations, meters, charts, graphs, drawings, plans, laboratory reports, operation and maintenance manuals;
- Recommend alternatives to Board of Trustees and staff;
- Project the consequences of proposed actions;
- Implement administrative policies and work programs consistent with regulations and with District policies and goals;
- Interpret and apply federal and state policies, procedures, laws, and regulations to assure compliance with requirements and limit liability for the District;
- Present findings, recommendations, and policies to individuals and groups in an understandable and persuasive manner;
- Communicate effectively orally and in writing on matters related to District policy, funding, and operations;
- Prepare and administer budgets;
- Prepare forms and reports as required by federal and state requirements;
- Conduct research and prepare clear and concise reports;
- Deal courteously and tactfully with the public;
- Drive a vehicle;
- Work in confined spaces wearing a breathing apparatus;
- Speak, read, and write the English language at a level necessary to perform essential functions; and
- Promote a positive image of the District.

REQUIRED CERTIFICATIONS AND LICENSES:

- Grade III (Non-Restricted) State of Nevada, Wastewater Treatment Plant Operator Certification
- Certification of completion of OSHA 30-hour training and safety course

EXPERIENCE AND TRAINING:

Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities is:

- High School diploma or equivalency; and
- Four years of increasingly-responsible experience in the field of wastewater operations, sewage treatment plant works, and sewage collection.



District Manager
 Job Description (Rev. April 2019)
 Page 4 of 6

MENTAL/INTELLECTUAL AND PHYSICAL REQUIREMENTS:

The physical and mental/intellectual requirements described here are representative and of those that must be met by an employee to successfully perform the essential functions of the job.

- Sufficient mobility to work in a typical field setting and use related equipment necessary for the job or tasks as necessary.
- Ability to frequently climb stairs and ladders.
- Senses of sight, hearing, smell, taste and touch.
- Ability to effectively interpret reports, financial data, construction, architectural, and engineering plans, and maps.
- Ability to interact professionally, communicate effectively, and exchange information accurately with all internal and external customers.
- Strength and stamina to drive long distances;
- Must have manual dexterity and cognitive ability to operate a personal computer using word processing, spreadsheet, and database programs.
- The ability to communicate via telephone.
- Ability to appropriately handle stress and interact with others, including coworkers, clients, and customers.
- Sufficient hand and body coordination to perform maintenance tasks and to check gauges and valves.
- Frequently lifting and carrying 1-25 pounds from floor to waist level and infrequently lifting up to 50 pounds.
- Regular and consistent punctuality and attendance.

In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Applicants and incumbents are encouraged to discuss potential accommodations with the Board of Trustees.

WORKING CONDITIONS:

Work is performed under the following conditions:

- Position functions at a wastewater treatment facility and may occasionally take place at construction sites, as well as in confined spaces.
- Working above and below ground; heights, in excess of 20 feet, depths below ground in excess of 20 feet.
- Exposure to extreme weather conditions including freezing temperatures, snow, ice.
- Exposure to dust, odors, methane gas, chemicals which may include but not limited to acids, polymers, chlorine, sodium hydroxide, lime and fumes.
- Exposure to waste, hazardous and infectious waste, noise electrical hazards, moving objects, vehicles, sharp objects, pinch points, gases, dust, and slippery surfaces.



District Manager
Job Description (Rev. April 2019)
Page 5 of 6

- Safety equipment utilized may include hearing and eye protection, safety shoes, gloves, masks, respirators, and a safety vest.
- Indoors in an office type environment where work is performed at a desk.
- Periodic contact with angry and upset individuals
- Frequent work interruptions of planned work activities by telephone calls, office visitors, and response to unplanned events.

SPECIAL CONDITIONS:

- Must file financial disclosure form on annual basis with Nevada Secretary of State.
- Must be bondable.

EMPLOYEE'S ACKNOWLEDGEMENT:

I have read and understand this explanation and job description.


Signature

10.8.2020
Date

Peter V BARATTI
Print Name



District Manager
Job Description (Rev. April 2019)
Page 6 of 6



LIST OF DUTIES

CREATED: April 2019
REVISED: October 200

POSITION TITLE: District Manager

SUPERVISED BY: Board of Trustees

SUPERVISOR POSITION? Yes

List of Key Responsibilities

- Supervise and manage operations of District and staff
- Manage office/administration operations and staff
- Report to Board of Trustees and attend Board Meetings
- Submit required reports to various regulatory agencies
 - DMR's (Discharge Monitoring Reports) – quarterly
 - Bio-Solids Reports – annually
 - Haz-Mat Reports – annually
- Effluent Agreements
 - Calculate billing amounts – annually
- GRGID Agreements
 - Prepare fixed billings – quarterly
 - Prepare variable billings – semi-annually
- Budgeting
 - Prepare/submit/manage annual budget
 - Coordinate with accountant
 - Review/sign payroll
 - Review/approve purchase orders
 - Sign Checks – up to \$10,000 (and all utilities in any amount)
- Plan Review
- Determine capacity requirements and fees
- Attend pre-application meetings with County personnel
- Attend pre-construction meetings/special meetings in the field
- Employee evaluations
- Enforce adherence to MGSD Code/Policies
- Coordinate with engineers
 - Plant projects
 - Rehabilitation/Repairs
- Coordinate with Legal Counsel
- Website design, management, and updates
- District public relations and customer service



District Manager
List of Duties (April 2019)
Page 1 of 3

List of General Responsibilities:

- Plans, directs, manages, and oversees the activities and operations of the District.
- Coordinates District activities with direction provided by the District Board of Trustees.
- Communicates with the public on matters affecting the District through public affairs initiatives, press conferences, conducting and attending public meetings and hearings, and doing public appearances.
- Provides information to residents, businesses, and visitors through proactive communication methods that promote the District in a positive and community-oriented manner.
- Engages in intergovernmental activities that promote the mutual interest of the jurisdictions and comply with legal and regulatory requirements.
- Performs high-level administrative, technical, and professional work in directing and supervising the administration of the District.
- Receives broad policy guidance from the Board of Trustees.

List of Essential Functions:

- Develops, evaluates, and implements administrative policies and procedures to meet Board goals and objectives; assists the Board in the development of overall goals of the District; provides leadership and direction in the development of short- and long-range plans for achieving overall goals.
- Selects, directs, develops, evaluates, and manages personnel and personnel policies; determines staffing needs; instructs and trains staff and provides training programs to enhance the capabilities of staff; conducts performance evaluations; listens, responds to, and resolves employee, problems, concerns, complaints, and grievances; administers discipline for inadequate performance and/or improper behavior.
- Supervises and manages the operation of all wastewater treatment facilities and processes, including collection and treatment systems, effluent disposal systems, biosolids disposal, and grease digestion program.
- Represents the District as Public Information Officer (PIO) and serves as the spokesperson and primary resource for District information; represents the District in appearances with various federal, state, county, and local groups and through various media; makes presentations to business, community, and other groups to present information and answer questions; represents the District with other government agencies and with the public.
- Oversees development of reports, financial statements, and budget forecasts for the amount of funds needed for operations, materials, supplies, equipment, and staffing; monitors and approves expenditures; recommends remedial action to adjust budgetary expenditures when expenditures are over budget estimates or when unforeseen circumstances or budgetary cuts are imposed.
- Develops, maintain, and monitors District website and social media strategy and content.
- Analyzes proposals regarding policies, programs, and services, and develops recommendations to the Board of Trustees; analyzes information pertaining to District services and operations, including policies, programs, methods, budgets, staffing, organization, and capital needs; writes



reports and correspondence on behalf of the District to various government agencies and members of the community.

- Oversees the preparation of Board of Trustees meeting agendas; attends Board meetings; makes oral and written presentations to the Board and to other public and private groups; provides information to news media and the public regarding District operations.
- Analyzes proposed legislation and administrative regulations for their impact on District operations; reviews and makes recommendations to the Board of Trustees regarding legislative activities; participates in the lobbying process by presenting oral and written testimony to appropriate bodies.
- Ensures the timely completion of scheduled projects according to applicable codes and specifications; determines and implements modifications in specifications where appropriate; researches and develops specifications for material and equipment used in facility operations.
- Confers with and advises architects, builders, attorneys, contractors, engineers, and the general public regarding District development and improvement policies and standards; oversees the processing of development, construction, and annexation petitions and applications; assists customers with enquiries regarding the District's review and permitting process; assesses permit and impact fees; represents the District's interest in community development and public works projects to other government agencies through various

means, including meeting attendance and/or written correspondence.

- Determines the need for repair and maintenance of existing treatment and collection facilities and equipment; determines when purchase of new equipment or construction of new facilities is indicated; consults with the District Engineer and resources as required.
- Evaluates laboratory results and processes control tests to assure adequate treatment process and compliance with regulatory standards.
- Maintains data on the wastewater treatment, effluent, biosolids disposal, and grease digestion programs; prepares required reports and summary sheets that are sent to regulatory agencies regarding the operation of the facilities.
- Responsible for developing and implementing safety standards for the operation of District equipment and facilities; ensures all District staff are trained and adhere to safety standards.
- Insures that the facilities are in compliance with established guidelines and regulations.
- Represents the District with dignity, integrity, and cooperatively in all relationships with staff and the public.
- Performs related duties as required by the Board of Trustees.

