



NOTICE OF REGULAR MEETING
TUESDAY, April 2nd, 2024, 6:00 P.M.,
BOARD ROOM, MGSD TREATMENT PLANT,
1790 HWY. 395, MINDEN NV

AGENDA

1. CALL TO ORDER

2. Public Comment -- Discussion Only, Not For Possible Action

- Public Comment is limited to three minutes per speaker, unless the Board Chairman allows additional time.
- Per NRS 241.020, no action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken.

3. District Manager's Report – For Possible Action

- Discussion includes monthly report of activities, personnel matters, and progress of various projects.
- Action Items may include matters needing immediate attention or resolution related to plant repairs, sewer line repairs, and any other matter of impact to public health and safety.

4. Chairman's Comment – Discussion Only, Not For Possible Action

- Discussion includes comments and status of projects not covered under an agenda item
NOTE: No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken.

5. Claims Review and Approval – For Possible Action

Review and Approval of Bills Paid and Claims Received for February 2024

6. Minutes Approval – For Possible Action

Approval of Minutes from the March 5th, 2024 Regular Board Meeting

7. District Manager Annual Review – For Possible Action

Annual performance review for District Manager Peter Baratti as outlined in the terms of the Employment Contract between Minden Gardnerville Sanitation District and Peter V. Baratti.

Topics may also include:

- Salary Review and Increase

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

Approval of Second Amendment to Contract for Providing Sewer Service between Pine View Estates Homeowners Association and Minden-Gardnerville Sanitation District, incorporating amendments requested by the Pine View Estates Homeowners Association.

9. Attorney-Client Conference – For Possible Action

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

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

10. Engineer's Report – For Possible Action

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

11. Controller's Report – For Possible Action

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

12. Administrative Report by Staff – For Possible Action

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

13. Board Comment – Discussion Only, Not For Possible Action

- Discussion may include comments and status of projects not covered under a prior agenda item (No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken.)

14. Public Comment -- Discussion Only, Not For Possible Action

- Public Comment is limited to three minutes per speaker, unless the Board Chairman allows additional time.
- Per NRS 241.020, no action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken.)



15. ADJOURNMENT

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- The MGSD Board reserves the right to hear any agenda item out of order, to combine two or more agenda items for consideration, and remove an item from the agenda or delay a discussion relating to any item on the agenda.
 - Copies of supporting material are available online at www.mgsdistrict.org or can be requested from the Minden-Gardnerville Sanitation District Office located at 1790 Hwy. 395, Minden, NV 89423, by calling Haley Mosegard or Jessica Kneefel at (775) 782-3546, or by email at mgsdstaff@gmail.com or at haley@mgsdistrict.org or at jessica@mgsdistrict.org.
 - Any agenda item represented by an attorney must give written notice to the Minden-Gardnerville Sanitation District at least fifteen days prior to the meeting.
 - All persons attending the meeting are required to sign the guest register. All meetings are recorded pursuant to NRS 241.035.
 - NOTICE TO PERSONS WITH DISABILITIES: Reasonable efforts will be made to assist and accommodate physically handicapped persons desiring to attend the meeting. Please call the MGSD office at (775) 782-3546 in advance of the meeting, so that arrangements may be conveniently made.
 - This meeting notice is posted at the following locations: the Minden-Gardnerville Sanitation District; Douglas County Historic Courthouse Building; Gardnerville Post Office; Minden Post Office; and at <https://notice.nv.gov>
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PLEASE DO NOT REMOVE UNTIL: 4/3/24





MINDEN-GARDNERVILLE SANITATION DISTRICT
 Expenses versus Annual Budget
 For the Eight Months Ending Thursday, February 29, 2024

	YTD Actual Fiscal 2024	Budget 2024	Remianing Budget \$ Variance	Budget Spent % Fiscal 2024	Remaining Budget % Fiscal 2024
CAPITAL EXPENSES					
Belt Press Addition	\$3,605.00		(\$3,605.00)	0.00%	0.00%
Collection System Rehab	\$1,225,016.96	\$3,700,000.00	\$2,474,983.04	33.11%	66.89%
Camera Truck	\$0.00	\$23,000.00	\$23,000.00	0.00%	100.00%
Boiler Replacement	\$91,667.41	\$220,000.00	\$128,332.59	41.67%	58.33%
Clarifier 1 & 2 Concrete Rehab	\$42,197.59	\$120,000.00	\$77,802.41	35.16%	64.84%
Digester 1 Concrete Inspect/Repair	\$0.00	\$240,000.00	\$240,000.00	0.00%	100.00%
Pista Grit #1 Retrofit/Replace	\$15,326.75	\$375,000.00	\$359,673.25	4.09%	95.91%
Breaker Emergency Repair Reclass	\$26,680.00		(\$26,680.00)	0.00%	0.00%
Office/Computer Equipment	\$11,430.95		(\$11,430.95)	0.00%	0.00%
ARRA Reimbursement	\$77,166.63	\$77,167.00	\$0.37	100.00%	0.00%
TOTAL	\$1,493,091.29	\$4,755,167.00	\$3,262,075.71	31.40%	68.60%



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	YTD Actual Fiscal 2024	Budget 2024	Remianing Budget \$ Variance	Budget Spent % Fiscal 2024	Remaining Budget % Fiscal 2024
1 PAYROLL					
2 Salaries	\$801,190.79	\$1,238,019.00	\$436,828.21	64.72%	35.28%
3 Payroll Taxes & Employee Benefits	\$482,593.69	\$773,439.00	\$290,845.31	62.40%	37.60%
4 TOTAL PAYROLL	\$1,283,784.48	\$2,011,458.00	\$727,673.52	63.82%	36.18%



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	YTD Actual Fiscal 2024	Budget 2024	Remianing Budget \$ Variance	Budget Spent % Fiscal 2024	Remaining Budget % Fiscal 2024
5 OPERATIONAL EXPENSES					
6 PLANT EXPENSES					
7 Safety	\$3,016.37	\$15,000.00	\$11,983.63	20.11%	79.89%
8 Plant Supplies (Processing Chemicals)	\$130,278.38	\$155,000.00	\$24,721.62	84.05%	15.95%
9 Utilities	\$143,880.92	\$195,750.00	\$51,869.08	73.50%	26.50%
10 Repairs & Maintenance	\$182,123.29	\$320,000.00	\$137,876.71	56.91%	43.09%
11 Mosquito Abatement		\$5,000.00	\$5,000.00	0.00%	100.00%
12 Other Plant Expense	\$9,093.04	\$6,500.00	(\$2,593.04)	139.89%	(39.89%)
13 Sludge Removal	\$11,570.16	\$18,000.00	\$6,429.84	64.28%	35.72%
14 Education	\$11,119.42	\$10,000.00	(\$1,119.42)	111.19%	(11.19%)
15 TOTAL O & P EXPENSES	\$491,081.58	\$725,250.00	\$234,168.42	67.71%	32.29%



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	YTD Actual Fiscal 2024	Budget 2024	Remianing Budget \$ Variance	Budget Spent % Fiscal 2024	Remaining Budget % Fiscal 2024
16 COLLECTION EXPENSES					
17 Collection System - Supplies	\$468.22	\$4,000.00	\$3,531.78	11.71%	88.29%
18 Collection System - Cleaning/ TV / Repair & Maintenance	\$865.14	\$7,000.00	\$6,134.86	12.36%	87.64%
19 Truck & Auto Expense (Fuels)	\$9,370.32	\$11,000.00	\$1,629.68	85.18%	14.82%
20 Other Collection System Expense	\$1,646.67	\$1,000.00	(\$646.67)	164.67%	(64.67%)
21 TOTAL COLLECTION EXPENSES	\$12,350.35	\$23,000.00	\$10,649.65	53.70%	46.30%



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22 LAB EXPENSES					
23 Lab Supplies	\$2,059.29	\$7,000.00	\$4,940.71	29.42%	70.58%
24 Lab Testing	\$9,275.80	\$12,000.00	\$2,724.20	77.30%	22.70%
25 Lab Permitting		\$1,800.00	\$1,800.00	0.00%	100.00%
26 Lab Repairs & Maintenance		\$5,000.00	\$5,000.00	0.00%	100.00%
27 Other Lab Expenses		\$500.00	\$500.00	0.00%	100.00%
28 Pretreatment Testing		\$3,000.00	\$3,000.00	0.00%	100.00%
29 TOTAL LAB EXPENSES	\$11,335.09	\$29,300.00	\$17,964.91	38.69%	61.31%



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30 RESERVOIR/EFFLUENT EXPENSES					
31 Effluent Management - Repairs & Maintenance	\$7,159.75	\$15,000.00	\$7,840.25	47.73%	52.27%
32 Effluent Management - Utilities	\$23,402.64	\$42,000.00	\$18,597.36	55.72%	44.28%
33 TOTAL RESERVOIR/EFFLUENT EXPENSES	\$30,562.39	\$57,000.00	\$26,437.61	53.62%	46.38%

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	YTD Actual Fiscal 2024	Budget 2024	Remianing Budget \$ Variance	Budget Spent % Fiscal 2024	Remaining Budget % Fiscal 2024
34 GENERAL & ADMINISTRATIVE EXPENSES					
35 Office Supplies & Expense	\$8,743.15	\$10,500.00	\$1,756.85	83.27%	16.73%
36 Training/Education Expense	\$1,479.50	\$4,000.00	\$2,520.50	36.99%	63.01%
37 Cleaning & Kitchen Supplies	\$5,650.57	\$8,000.00	\$2,349.43	70.63%	29.37%
38 Statement Billing Supplies	\$4,502.06	\$3,000.00	(\$1,502.06)	150.07%	(50.07%)
39 Bank Charges	\$16,843.98	\$12,000.00	(\$4,843.98)	140.37%	(40.37%)
40 Telephone & Internet	\$17,937.76	\$15,000.00	(\$2,937.76)	119.59%	(19.59%)
41 Postage	\$7,022.78	\$10,000.00	\$2,977.22	70.23%	29.77%
42 Advertising & Publication	\$3,085.14	\$5,000.00	\$1,914.86	61.70%	38.30%
43 Software Services	\$38,696.34	\$50,000.00	\$11,303.66	77.39%	22.61%
44 Travel & Per Diem	\$9,869.96	\$8,000.00	(\$1,869.96)	123.37%	(23.37%)



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45 Bad Debts		\$400.00	\$400.00	0.00%	100.00%
46 A/R Collection Expense	\$110.00	\$1,700.00	\$1,590.00	6.47%	93.53%
47 Insurance & Bonding	\$85,480.72	\$145,583.00	\$60,102.28	58.72%	41.28%
48 Other Administration Expense	\$3,139.87	\$4,000.00	\$860.13	78.50%	21.50%
49 Filing Fees & Permits	\$5,945.44	\$12,000.00	\$6,054.56	49.55%	50.45%
50 Office Equipment (Hardware)	\$10,542.46	\$15,000.00	\$4,457.54	70.28%	29.72%
51 TOTAL G&A	\$219,049.73	\$304,183.00	\$85,133.27	72.01%	27.99%



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	YTD Actual Fiscal 2024	Budget 2024	Remianing Budget \$ Variance	Budget Spent % Fiscal 2024	Remaining Budget % Fiscal 2024
52 PROFESSIONAL FEES					
53 Legal	\$11,222.26	\$40,000.00	\$28,777.74	28.06%	71.94%
54 Engineering	\$63,745.75	\$110,000.00	\$46,254.25	57.95%	42.05%
55 IT/Tech Professional Services	\$21,571.95	\$30,000.00	\$8,428.05	71.91%	28.09%
56 Accounting & Audit	\$25,654.36	\$30,000.00	\$4,345.64	85.51%	14.49%
57 TOTAL PROFESSIONAL FEES	\$122,194.32	\$210,000.00	\$87,805.68	58.19%	41.81%
58 TOTAL ALL OPERATIONS EXPENSES	\$886,573.46	\$1,348,733.00	\$462,159.54	65.73%	34.27%

CHECK REGISTER - GENERAL ACCOUNT

2/1/24 - 2/29/24

Line #	Payment Date	Vendor Check Name	ACH/Check #	Invoice Number	GL Account Number	GL Account Name	Transaction Description	Check Amount
1	2/6/2024	Q & D Construction	5584	GRINT-004	16400-010	Collection System Rehab	GRGD Interceptor Rehab	\$ 515,250.82
2	2/6/2024	Sonray Machinery LLC	5585	SWO030984-1	50600-010	Repairs & Maintenance	Repairs and Maintenance	\$ 15,386.84
3	2/14/2024	BENTLY RANCH	5586	211212	50800-010	Sludge Removal	Biosolids	\$ 377.02
4	2/14/2024	BENTLY RANCH	5586	211192	50800-010	Sludge Removal	Biosolids	\$ 217.42
5	2/14/2024	CASEY NEILON	EFT-2/14/24-001	629349	71300-010	Accounting & Audit	Auditing Service	\$ 17,200.00
6	2/14/2024	Chevron and Texaco Business Card Services	EFT-2/14/24-002	94584078	51500-010	Truck & Auto Expense	Gasoline	\$ 91.04
7	2/14/2024	DOUGLAS COUNTY VEHICLE MAINT	5587	012224VM	50600-010	Repairs & Maintenance	Vehicle Maintenance	\$ 1,125.00
8	2/14/2024	Flyers Energy, LLC	EFT-2/14/24-003	CFS-3726886	51500-010	Truck & Auto Expense	Fuels	\$ 474.32
9	2/14/2024	HOME DEPOT CREDIT SERVICES	EFT-2/14/24-004	9971526	50600-010	Repairs & Maintenance	Repairs and Maintenance	\$ 2,539.91
10	2/14/2024	HOME DEPOT CREDIT SERVICES	EFT-2/14/24-004	8108392	64350-010	Bank Charges	Bank Fee	\$ 20.00
11	2/14/2024	ICAN Software Solutions	5588	1004058	65310-010	Software Services	Mass Apply Enhancement-Annual	\$ 540.00
12	2/14/2024	LOU'S GLOVES, INC.	5589	54889	50300-010	Safety Equipment & Supplies	Nitrile Gloves	\$ 424.00
13	2/14/2024	Mesa Energy Systems	5590	974006840	50600-010	Repairs & Maintenance	Repairs and Maintenance	\$ 913.24
14	2/14/2024	THE PARTS HOUSE	5591	129545	50600-010	Repairs & Maintenance	Repairs and Maintenance	\$ 27.98
15	2/14/2024	THE PARTS HOUSE	5591	131334	50600-010	Repairs & Maintenance	Repairs and Maintenance	\$ 104.48
16	2/14/2024	THE PARTS HOUSE	5591	131347	50600-010	Repairs & Maintenance	Repairs and Maintenance	\$ 130.85
17	2/14/2024	THE PARTS HOUSE	5591	131851	50600-010	Repairs & Maintenance	Repairs and Maintenance	\$ 98.47
18	2/14/2024	POWER & CONTROL SOLUTIONS, INC.	EFT-2/14/24-005	1510	50600-020	R&M Main Breaker Failure Repair Costs	Breaker Failure repairs	\$ 1,552.50
19	2/14/2024	POWER & CONTROL SOLUTIONS, INC.	EFT-2/14/24-005	1513	50600-020	R&M Main Breaker Failure Repair Costs	Breaker Failure	\$ 1,600.00
20	2/14/2024	POWER & CONTROL SOLUTIONS, INC.	EFT-2/14/24-005	1511	50600-010	Repairs & Maintenance	Repairs and Maintenance	\$ 3,162.50
21	2/14/2024	RED WING BUSINESS ADVANTAGE ACCT	EFT-2/14/24-006	20240110036260	50300-010	Safety Equipment & Supplies	Red Wing Boots	\$ 212.49
22	2/14/2024	RESOURCE CONCEPTS, INC.	EFT-2/14/24-007	24-0091	16400-010	Collection System Rehab	GRGD Interceptor Rehab	\$ 3,853.75
23	2/14/2024	RESOURCE CONCEPTS, INC.	EFT-2/14/24-007	24-0093	71200-010	Engineering	District Business	\$ 850.00
24	2/14/2024	RESOURCE CONCEPTS, INC.	EFT-2/14/24-007	24-0094	55100-010	Reservoir Repairs & Maintenance	Effluent	\$ 917.50
25	2/14/2024	RESOURCE CONCEPTS, INC.	EFT-2/14/24-007	24-0092	71200-010	Engineering	Muller Pkwy Plan Review	\$ 2,092.50
26	2/14/2024	SILVER STATE ANALYTICAL LABS, INC.	5592	RN307471	52400-010	Lab Testing	Lab Analysis	\$ 63.00
27	2/14/2024	SMARTSIGHTS	EFT-2/14/24-008	23113073502	12800-010	Prepaid Expenses	3 Yr Software Subscription	\$ 5,400.00
28	2/14/2024	SMARTSIGHTS	EFT-2/14/24-008	23113073502	71500-010	IT/Tech Professional Services	Training-Consulting	\$ 1,000.00
29	2/14/2024	SNELL & WILMER, LLP	EFT-2/14/24-009	2836326	71100-010	Legal	Legal Services	\$ 1,751.26
30	2/14/2024	Spectrum Business	EFT-2/14/24-010	0157628012724	64400-010	Telephone	Internet	\$ 172.97
31	2/14/2024	Thatcher Company of Nevada, Inc.	EFT-2/14/24-011	2024400100332	50400-010	Processing Chemicals	Chemicals	\$ 6,883.05

CHECK REGISTER - GENERAL ACCOUNT
2/1/24 - 2/29/24

Line #	Payment Date	Vendor Check Name	ACH/Check #	Invoice Number	GL Account Number	GL Account Name	Transaction Description	Check Amount
32	2/14/2024	Warren Averett Technology Group, LLC	EFT-2/14/24-012	73294	65310-010	Software Services	Office 365	\$ 515.20
33	2/14/2024	Warren Averett Technology Group, LLC	EFT-2/14/24-012	73413	71500-010	IT/Tech Professional Services	Out of Scope	\$ 756.25
34	2/21/2024	BENTLY RANCH	5593	211260	50800-010	Sludge Removal	Biosolids	\$ 259.56
35	2/21/2024	BENTLY RANCH	5593	211274	50800-010	Sludge Removal	Biosolids	\$ 298.20
36	2/21/2024	Charter Communications	EFT-2/21/24-001	218924901020124	64400-010	Telephone	Fiber COAX	\$ 699.00
37	2/21/2024	DOUGLAS COUNTY CLERK-TREASURER	5594	24MGS	65100-010	Other Administration Expense	Voter Reg Maint Fee	\$ 1,106.85
38	2/21/2024	E2C E Squared C Inc	5595	51350	71500-010	IT/Tech Professional Services	IT Services	\$ 1,120.00
39	2/21/2024	E2C E Squared C Inc	5595	51355	71500-010	IT/Tech Professional Services	IT Services	\$ 1,108.06
40	2/21/2024	E2C E Squared C Inc	5595	51245	71500-010	IT/Tech Professional Services	IT Services	\$ 1,120.00
41	2/21/2024	Peter Baratti	EFT-2/21/24-002	21524	50700-010	Other Plant Expense	Operator Cert Reimbursement	\$ 110.00
42	2/21/2024	Kneifel, Jessica	EFT-2/21/24-003	240214	50700-010	Other Plant Expense	Tuition Reimbursement	\$ 1,825.80
43	2/21/2024	FIRST CHOICE COFFEE SERVICES	EFT-2/21/24-004	696283	64330-010	Cleaning & Kitchen Supplies	Kitchen Supplies	\$ 44.00
44	2/21/2024	Flyers Energy, LLC	EFT-2/21/24-005	CFS-3747590	51500-010	Truck & Auto Expense	Fuels	\$ 728.77
45	2/21/2024	Hajoca Corporation	EFT-2/21/24-006	S013615084.001	50600-010	Repairs & Maintenance	Repairs and Maintenance	\$ 28.87
46	2/21/2024	INSTRUMENT SERVICE, INC.	5596	8230	50300-010	Safety Equipment & Supplies	Gas Sensors Maintenance	\$ 555.00
47	2/21/2024	JOANA PEREZ	5597	562689	64330-010	Cleaning & Kitchen Supplies	Cleaning Services	\$ 360.00
48	2/21/2024	LEAF	EFT-2/21/24-007	16021870	65300-010	Office Equipment/Hardware	Copier Lease	\$ 414.10
49	2/21/2024	McMaster-Carr Supply Company	5598	19452221	50600-010	Repairs & Maintenance	Repairs and Maintenance	\$ 59.15
50	2/21/2024	Nevada State Bank	EFT-2/21/24-008	T5010924	50900-010	Operators Education/Training	Operator Education	\$ 2,082.60
51	2/21/2024	Nevada State Bank	EFT-2/21/24-008	AM010424	64330-010	Cleaning & Kitchen Supplies	Kitchen Supplies	\$ 23.96
52	2/21/2024	Nevada State Bank	EFT-2/21/24-008	AM011224	50700-010	Other Plant Expense	Phone Storage	\$ 2.99
53	2/21/2024	Nevada State Bank	EFT-2/21/24-008	AM012424	64330-010	Cleaning & Kitchen Supplies	Cleaning Supplies	\$ 194.01
54	2/21/2024	Nevada State Bank	EFT-2/21/24-008	CS011524	65300-010	Office Equipment/Hardware	Office Equipment	\$ 436.96
55	2/21/2024	Nevada State Bank	EFT-2/21/24-008	CS012724	50600-010	Repairs & Maintenance	Repairs and Maintenance	\$ 93.95
56	2/21/2024	Nevada State Bank	EFT-2/21/24-008	CS012924	50600-010	Repairs & Maintenance	Repairs and Maintenance	\$ 64.30
57	2/21/2024	Nevada State Bank	EFT-2/21/24-008	CB010624	52300-010	Lab Supplies	Lab Supplies	\$ 170.92
58	2/21/2024	Nevada State Bank	EFT-2/21/24-008	CB011724	52400-010	Lab Testing	ERA Test (Lab Compliance)	\$ 405.22
59	2/21/2024	Nevada State Bank	EFT-2/21/24-008	AW010324	50900-010	Operators Education/Training	Operator Education	\$ 225.00
60	2/21/2024	Nevada State Bank	EFT-2/21/24-008	AW010424	50900-010	Operators Education/Training	Operator Education	\$ 142.00
61	2/21/2024	Nevada State Bank	EFT-2/21/24-008	AW012924	50900-010	Operators Education/Training	Operator Education Expense	\$ 74.95
62	2/21/2024	Nevada State Bank	EFT-2/21/24-008	EB020124	64330-010	Cleaning & Kitchen Supplies	Cleaning Supplies	\$ 23.86

CHECK REGISTER - GENERAL ACCOUNT
2/1/24 - 2/29/24

Line #	Payment Date	Vendor Check Name	ACH/Check #	Invoice Number	GL Account Number	GL Account Name	Transaction Description	Check Amount
63	2/21/2024	Nevada State Bank	EFT-2/21/24-008	LG011024	64300-010	Office Supplies & Expense	Office Supplies	\$ 1,573.13
64	2/21/2024	Nevada State Bank	EFT-2/21/24-008	LG011224	64300-010	Office Supplies & Expense	Office Supplies	\$ 262.36
65	2/21/2024	Nevada State Bank	EFT-2/21/24-008	LG011424	64300-010	Office Supplies & Expense	Office Supplies	\$ 60.97
66	2/21/2024	Nevada State Bank	EFT-2/21/24-008	LG011824	64300-010	Office Supplies & Expense	Office Supplies	\$ 33.07
67	2/21/2024	Nevada State Bank	EFT-2/21/24-008	LG012324	12800-010	Prepaid Expenses	Software	\$ 3,000.00
68	2/21/2024	Nevada State Bank	EFT-2/21/24-008	LG012824	64500-010	Postage	Postage	\$ 29.99
69	2/21/2024	Nevada State Bank	EFT-2/21/24-008	AB010424	64300-010	Office Supplies & Expense	Office Supplies	\$ 65.97
70	2/21/2024	Nevada State Bank	EFT-2/21/24-008	HM010324	64300-010	Office Supplies & Expense	Office Supplies	\$ 59.07
71	2/21/2024	Nevada State Bank	EFT-2/21/24-008	HM010424	64300-010	Office Supplies & Expense	Office Supplies	\$ 40.46
72	2/21/2024	Nevada State Bank	EFT-2/21/24-008	HM011224	65300-010	Office Equipment/Hardware	Office Equipment	\$ 618.40
73	2/21/2024	Nevada State Bank	EFT-2/21/24-008	HM011524	64300-010	Office Supplies & Expense	Office Supplies	\$ 174.88
74	2/21/2024	Nevada State Bank	EFT-2/21/24-008	HM012124	64300-010	Office Supplies & Expense	Logo Drafts	\$ 56.00
75	2/21/2024	Nevada State Bank	EFT-2/21/24-008	JK011124	64300-010	Office Supplies & Expense	Office Supplies	\$ 39.98
76	2/21/2024	Nevada State Bank	EFT-2/21/24-008	DK013024	50600-010	Repairs & Maintenance	Repairs and Maintenance	\$ 96.38
77	2/21/2024	NV Energy	EFT-2/21/24-009	1790240213	50500-010	Utilities	NV Energy Main Plant	\$ 15,360.79
78	2/21/2024	NV Energy	EFT-2/21/24-010	800240213	55300-010	Reservoir & Pump Utilities	NV Energy Pump Station	\$ 15,182.38
79	2/21/2024	SDBX STUDIO	5599	14008	65310-010	Software Services	Website Domain	\$ 37.99
80	2/21/2024	SILVER STATE ANALYTICAL LABS, INC.	5600	RN310902	52400-010	Lab Testing	Lab Analysis	\$ 367.00
81	2/21/2024	SILVER STATE ANALYTICAL LABS, INC.	5600	RN310520	52400-010	Lab Testing	Lab Analysis	\$ 42.00
82	2/21/2024	SILVER STATE ANALYTICAL LABS, INC.	5600	RN310924	52400-010	Lab Testing	Lab Analysis	\$ 95.00
83	2/21/2024	SILVER STATE ANALYTICAL LABS, INC.	5600	RN310925	52400-010	Lab Testing	Lab Analysis	\$ 35.00
84	2/21/2024	SILVER STATE ANALYTICAL LABS, INC.	5600	RN310867	52400-010	Lab Testing	Lab Analysis	\$ 42.00
85	2/21/2024	SILVER STATE ANALYTICAL LABS, INC.	5600	RN310926	52400-010	Lab Testing	Lab Analysis	\$ 63.00
86	2/21/2024	SOLENIS LLC	EFT-2/21/24-011	132553365	50400-010	Processing Chemicals	Polymer	\$ 17,399.03
87	2/21/2024	SOUTHWEST GAS CORP	EFT-2/21/24-012	240213	50500-010	Utilities	Southwest Gas	\$ 1,746.84
88	2/21/2024	TOWN OF MINDEN	5601	20124	50500-010	Utilities	Water and Trash	\$ 391.20
89	2/21/2024	Warren Averett Technology Group, LLC	EFT-2/21/24-013	73536	71500-010	IT/Tech Professional Services	Azure Usage	\$ 1,346.91
90	2/21/2024	Warren Averett Technology Group, LLC	EFT-2/21/24-013	73058	71500-010	IT/Tech Professional Services	Azure Usage	\$ 1,338.60
91	2/28/2024	BENTLY RANCH	5602	211284	50800-010	Sludge Removal	Biosolids	\$ 244.72
92	2/28/2024	Codale Electric Supply	5603	5008400241.001	50600-010	Repairs & Maintenance	Repairs and Maintenance	\$ 1,267.04
93	2/28/2024	Edward Breeden	EFT-2/28/24-001	240226	50700-010	Other Plant Expense	Operator II Renewal	\$ 110.00

CHECK REGISTER - GENERAL ACCOUNT
2/1/24 - 2/29/24

Line #	Payment Date	Vendor Check Name	ACH/Check #	Invoice Number	GL Account Number	GL Account Name	Transaction Description	Check Amount
94	2/28/2024	AT&T MOBILITY	EFT-2/28/24-002	02192024	64400-010	Telephone	Cell Phones	\$ 977.58
95	2/28/2024	HDR, INC.	5604	1200581861	16800-040	Clarifier 1&2 Concrete Rehab	Clarifier Condition Assessment	\$ 40,000.00
96	2/28/2024	POWER & CONTROL SOLUTIONS, INC.	EFT-2/28/24-003	1516	50600-010	Repairs & Maintenance	Repairs and Maintenance	\$ 9,155.00
97	2/28/2024	POWER & CONTROL SOLUTIONS, INC.	EFT-2/28/24-003	1517	50600-020	R&M Main Breaker Failure Repair Costs	Breaker Failure Repair & Maint	\$ 862.50
98	2/28/2024	POWER & CONTROL SOLUTIONS, INC.	EFT-2/28/24-003	1515	50600-020	R&M Main Breaker Failure Repair Costs	Breaker Failure Repair & Maint	\$ 1,600.00
99	2/28/2024	Q & D Construction	5605	GRINT-005	16400-010	Collection System Rehab	Payment 5 for GRGID Int Rehab	\$ 225,181.78
100	2/28/2024	Ring Central Inc	EFT-2/28/24-004	CD_000757083	64400-010	Telephone	November-December VOIP	\$ 329.12
101	2/28/2024	COGEN SERVICE	5606	6765	50600-010	Repairs & Maintenance	Repairs and Maintenance	\$ 2,500.00
102	2/28/2024	TESCO CONTROLS, INC.	EFT-2/28/24-005	0082225-IN	50600-010	Repairs & Maintenance	SCADA Service	\$ 742.50
103	2/28/2024	Thatcher Company of Nevada, Inc.	EFT-2/28/24-006	2024400100769	50400-010	Processing Chemicals	Chemicals	\$ 6,139.71
Total Amount of Checks (54 Checks)								\$ 948,150.79

Legend:	Capital Expenses	Breaker Failure Costs	Co-Gen Expenses

CHECK REGISTER - PAYROLL ACCOUNT
2/1/24 - 2/29/24

Line #	Payment Date	Vendor Check Name	ACH/Check #	Invoice Number	GL Account Number	GL Account Name	Transaction Description	Check Amount
1	2/2/2024	State Coll & Disb Unit - SCADU	EFT-2/2/24-001	36-020224	20300-010	Accrued Payroll Taxes	Child Support - Semi-Monthly	\$ 163.38
2	2/2/2024	Voya Financial	EFT-2/2/24-002	020224	20300-010	Accrued Payroll Taxes	457 Mutual Fund	\$ 1,770.00
3	2/2/2024	Wells Fargo 941	ACH020224-941	941-PR 2/2/24	20300-010	Accrued Payroll Taxes	STAFF FED 941 2/2/2024	\$ 6,388.51
4	2/2/2024	WF Used for Direct Deposit	ACH020224-DD	PR-DD 2/2/24 STAFF	10000-116	Cash - Payroll Checking - Wells Fargo	PR-DD 2/2/2024 STAFF	\$ 38,939.03
5	2/15/2024	JD	EFT-2/15/24-001	111523	80900-010	Retiree Health Insurance Premiums	Medicare Reimbursement - JD	\$ 343.27
6	2/15/2024	BF	EFT-2/15/24-002	111523	80900-010	Retiree Health Insurance Premiums	Medicare Reimbursement - BF	\$ 427.43
7	2/15/2024	JH	EFT-2/15/24-003	111523	80900-010	Retiree Health Insurance Premiums	Medicare Reimbursement - JH	\$ 86.16
8	2/15/2024	TS	EFT-2/15/24-004	111523	80900-010	Retiree Health Insurance Premiums	Medicare Reimbursement - TS	\$ 279.48
9	2/15/2024	SK	EFT-2/15/24-005	021524	80900-010	Retiree Health Insurance Premiums	Medicare Reimbursement - SK	\$ 48.48
10	2/16/2024	State Coll & Disb Unit - SCADU	EFT-2/16/24-002	36-021624	20300-010	Accrued Payroll Taxes	Child Support - Bi-Weekly	\$ 163.38
11	2/16/2024	Voya Financial	EFT-2/16/24-001	021624	20300-010	Accrued Payroll Taxes	457 Mutual Fund	\$ 1,770.00
12	2/16/2024	Wells Fargo 941	ACH021624-941	941-PR 2/16/24	20300-010	Accrued Payroll Taxes	STAFF FED 941 2/16/2024	\$ 6,397.04
13	2/16/2024	WF Used for Direct Deposit	ACH021624-DD	PR-DD 2/16/24 STAFF	10000-116	Cash - Payroll Checking - Wells Fargo	PR-DD 2/16/2024 STAFF	\$ 38,991.81
14	2/21/2024	Public Employees Retirement System	EFT-02/21/24-001	P0224	50200-010	Payroll Taxes & Employee Benefits	Monthly NV PERS - Feb-2024	\$ 27,802.36
15	2/27/2024	METLIFE - GROUP BENEFITS	3479	101523	80900-010	Retiree Health Insurance Premiums	Dental & Life Insurance	\$ 385.76
16	2/27/2024	METLIFE - GROUP BENEFITS	3479	101523	50200-020	Medical Benefits	Dental & Life Insurance	\$ 1,417.26
17	2/27/2024	State Coll & Disb Unit - SCADU	EFT-02/27/24-001	36-030124	20300-010	Accrued Payroll Taxes	Child Support - Bi-Weekly	\$ 163.38
18	2/27/2024	VSP VISION CARE, INC (AT)	3480	819868636	80900-010	Retiree Health Insurance Premiums	Vision Insurance - Feb 2024	\$ 91.44
19	2/27/2024	VSP VISION CARE, INC (AT)	3480	819868636	50200-020	Medical Benefits	Vision Insurance - Feb 2024	\$ 170.66
20	2/28/2024	BenefitWallet SEC	EFT-02/28/24-001	HSA022924	50200-020	Medical Benefits	HSA - Contributions	\$ 2,724.96
21	2/28/2024	Colonial Life	EFT-02/28/24-002	50963180202458	20300-010	Accrued Payroll Taxes	Voluntary Insurance	\$ 38.44
22	2/28/2024	HOMETOWN HEALTH	EFT-02/28/24-003	77101-033	80900-010	Retiree Health Insurance Premiums	March 2024 Health Insurance	\$ 20.72
23	2/28/2024	HOMETOWN HEALTH	EFT-02/28/24-003	77101-033	50200-020	Medical Benefits	March 2024 Health Insurance	\$ 18,518.23
24	2/28/2024	Nevada State Treasurer's Office	EFT-02/28/24-004	36-0224	20300-010	Accrued Payroll Taxes	CS Handling Fee - Monthly	\$ 4.00
25	2/29/2024	Wells Fargo 941	ACH022924-941	941-PR 2/29/24 BRD	20300-010	Accrued Payroll Taxes	FED 941 2/29/2024 BOARD	\$ 244.50
26	2/29/2024	WF Used for Direct Deposit	ACH022924-BRD	PR-DD 2/29/24 BRD	10000-116	Cash - Payroll Checking - Wells Fargo	PR-DD 2/29/2024 BOARD	\$ 1,830.00
27	2/29/2024	BARBARA S. SMALLWOODS	3481	PR 2/29/24 BRD	10000-116	Cash - Payroll Checking - Wells Fargo	PR 2/29/2024 BOARD	\$ 492.75
Total Amount of Checks (24 Checks)								\$ 149,672.43

MINDEN-GARDNERVILLE
ACCOUNT SUMMARY STATEMENT

For the Eight Months Ending February 29, 2024

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
July 7 General Account													
1 Balance 1st day of Month	\$ 2,957,386.96	\$ 2,595,206.87	\$ 2,598,442.84	\$ 8,025,474.81	\$ 2,935,642.81	\$ 2,817,362.21	\$ 3,282,424.47	\$ 3,516,685.39					
2 Cash Receipts													
3 User Fees	\$ 251,024.35	\$ 134,405.86	\$ 41,323.51	\$ 157,993.53	\$ 114,575.02	\$ 95,475.01	\$ 70,309.43	\$ 113,454.34					\$ 978,464.03
4 Contribution Fees	\$ 2,200.00	\$ 1,940.00	\$ 5,500.00	\$ 1,825.00	\$ 275.00	\$ 4,715.00	\$ 4,400.00	\$ 350.00					\$ 28,315.00
5 Corporate Fees	\$ 30,400.00	\$ 117,040.00	\$ 102,800.00	\$ 26,600.00	\$ 3,800.00	\$ 60,990.00	\$ 119,600.00	\$ 5,420.00					\$ 449,450.00
6 Monthly Fees/Amortization Fees	\$ 1,000.00	\$ -	\$ 2,916.00	\$ -	\$ -	\$ -	\$ 4,524.00	\$ -					\$ 8,440.00
7 Comptroller Tax (SICRT)	\$ 11,221.82	\$ 11,221.82	\$ 11,221.82	\$ 11,221.82	\$ 11,221.82	\$ 11,221.82	\$ 11,221.82	\$ 11,221.82					\$ 89,772.96
8 Ad Valorem	\$ 1,215.77	\$ 26,353.87	\$ 178,427.31	\$ 32,101.11	\$ 78,516.53	\$ 5,135.45	\$ 46,064.83	\$ 77,623.87					\$ 449,438.75
9 Pass-Through Reimbursement	\$ 3,431.25	\$ -	\$ -	\$ -	\$ -	\$ 1,540.00	\$ 9,510.00	\$ -					\$ 14,481.25
10 Unpaid	\$ -	\$ -	\$ 889,869.28	\$ 247,719.10	\$ -	\$ -	\$ 209.69	\$ -					\$ 1,137,679.38
11 Health Ins Reimbursement	\$ 209.69	\$ 209.69	\$ -	\$ 209.69	\$ 209.69	\$ -	\$ 209.69	\$ 83.47					\$ 1,551.30
12 Finance Charge Increase/Decrease	\$ 1,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ 1,600.00
13 Misc Income Increase/Decrease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
14 Total Cash Receipts	\$ 302,282.08	\$ 298,714.04	\$ 1,232,188.41	\$ 229,090.96	\$ 208,697.86	\$ 431,266.88	\$ 348,738.67	\$ 208,163.90	\$ -	\$ -	\$ -	\$ -	\$ 3,189,622.87
15 Cash Paid Out													
16 Capital Expenses	\$ 563,989.75	\$ 3,145.00	\$ 561,184.20	\$ 33,720.20	\$ 98,484.81	\$ 6,152.50	\$ 3,152.50	\$ 788,242.25					\$ 2,053,041.31
17 Plant Expenses	\$ 47,950.44	\$ 67,175.50	\$ 54,912.64	\$ 58,020.05	\$ 50,581.26	\$ 60,995.02	\$ 76,122.43	\$ 68,319.84					\$ 491,081.59
18 Collections Expenses	\$ 2,836.48	\$ 1,553.07	\$ 1,392.80	\$ 1,306.74	\$ 2,081.11	\$ 927.82	\$ 1,234.93	\$ 817.20					\$ 12,350.35
19 Lab Expenses	\$ 1,774.88	\$ 242.00	\$ 763.35	\$ 1,806.21	\$ 1,912.75	\$ 1,348.90	\$ 3,191.14	\$ 794.86					\$ 11,335.09
20 Reserve/Ethical Expenses	\$ 973.71	\$ 1,023.07	\$ 1,614.37	\$ 1,507.89	\$ 187.03	\$ 541.49	\$ 8,007.45	\$ 16,897.38					\$ 30,562.39
21 General & Administrative	\$ 25,664.53	\$ 35,481.03	\$ 19,956.95	\$ 28,356.79	\$ 21,192.97	\$ 27,038.79	\$ 36,819.95	\$ 23,624.53					\$ 218,127.54
22 Payroll Related Expenses	\$ 8,655.00	\$ 38,417.00	\$ 15,301.93	\$ 37,598.92	\$ 5,458.43	\$ -	\$ 21,129.41	\$ -					\$ 58,728.33
23 Professional Fees	\$ 662,128.79	\$ 146,940.67	\$ 655,126.34	\$ 188,883.09	\$ 178,478.46	\$ 111,084.62	\$ 177,123.62	\$ 904,941.78					\$ 2,897,420.81
24 Preseasonal Fees	\$ -	\$ -	\$ -	\$ -	\$ 548.43	\$ 10,345.70	\$ 27,479.01	\$ -					\$ 122,194.32
25 Total Expenses	\$ 1,922,128.79	\$ 1,468,940.67	\$ 1,483,726.34	\$ 1,000,601.05	\$ 1,784,778.46	\$ 1,119,084.62	\$ 1,771,123.62	\$ 904,941.78	\$ -	\$ -	\$ -	\$ -	\$ 2,897,420.81
26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
27 Pragma Claims Increase/Decrease	\$ (12,333.95)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ (12,333.95)
28 Accrued Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
29 Transfer from Other Accounts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
30 Transfer to Other Accounts (Decrease)	\$ -	\$ (15,000.00)	\$ (15,000.00)	\$ (5,150,000.00)	\$ (15,000.00)	\$ (15,000.00)	\$ (15,000.00)	\$ (15,000.00)					\$ (6,650,000.00)
31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
Total Balance last day of Month	\$ 2,957,386.96	\$ 2,595,206.87	\$ 2,598,442.84	\$ 8,025,474.81	\$ 2,935,642.81	\$ 2,817,362.21	\$ 3,282,424.47	\$ 3,516,685.39	\$ -	\$ -	\$ -	\$ -	\$ 3,516,685.39

MINDEN-GARDNERVILLE

ACCOUNT SUMMARY STATEMENT

For the Eight Months Ending February 28, 2024

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
36 Payroll Accounts													
36 Balance 1st of Month	\$ 188,919.52	\$ 47,168.72	\$ 52,238.75	\$ 65,837.09	\$ 70,537.41	\$ 89,831.06	\$ 39,023.57	\$ 49,594.52					\$ 1,050,000.00
37 Transfer from Checking	\$	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00					\$ 860.23
38 Interest	\$ 122.70	\$ 99.18	\$ 92.59	\$ 87.78	\$ 124.86	\$ 122.59	\$ 104.81	\$ 105.22					\$
39													
40 Payroll Expenses	\$ (5,411,813.50)	\$ (1,144,899.10)	\$ (1,137,484.25)	\$ (1,145,387.46)	\$ (1,151,031.21)	\$ (1,149,730.46)	\$ (1,176,176.16)	\$ (1,149,672.41)					\$ (1,126,394.22)
41 Balance Last day of Month	\$ 47,168.72	\$ 83,288.76	\$ 46,877.88	\$ 70,837.41	\$ 88,891.88	\$ 89,831.06	\$ 82,852.34	\$ 85,627.81					\$
44 EMP FUND ACCOUNT													
44 Balance 1st of Month	\$ 6,209,422.08	\$ 6,209,422.08	\$ 6,232,448.21	\$ 1,270,303.23	\$ 1,270,303.23	\$ 1,280,428.88	\$ 1,289,811.77	\$ 1,289,811.77					\$ 1,484,468.81
46 Transfer from Checking	\$	\$	\$	\$	\$	\$	\$	\$					\$
47 Interest Earned	\$ 23,683.57	\$ 23,915.96	\$ 25,044.22	\$ 17,700.69	\$ 4,425.64	\$ 3,362.91	\$ 6,772.45	\$ 2,261.73					\$ 14,147.19
48 AFRA Payment	\$ (518,483.29)	\$	\$	\$	\$	\$	\$ (18,583.33)	\$					\$ (377,166.63)
49 Transfer to Other Accounts	\$	\$	\$	\$	\$	\$	\$	\$					\$
50 Balance Last day of Month	\$ 6,209,422.08	\$ 6,232,448.21	\$ 1,287,492.03	\$ 1,287,492.03	\$ 1,284,828.88	\$ 1,288,071.77	\$ 1,283,208.81	\$ 1,284,492.84					\$ (15,380,880.20)
52 AFRA Bond Investments													
52 Balance 1st of Month	\$ 89,891.88	\$ 89,897.99	\$ 88,258.16	\$ 89,894.14	\$ 88,893.74	\$ 87,205.82	\$ 87,205.82	\$ 86,091.11					\$
54 Transfer from Other Accounts	\$ 325.82	\$ 339.81	\$ 345.98	\$ 346.60	\$ 349.88	\$ 348.97	\$ 345.52	\$ 400.81					\$ 3,879.59
55 Interest Earned	\$	\$	\$	\$	\$	\$	\$	\$					\$
56 Transfer to Other Accounts	\$ 86,897.26	\$ 88,238.16	\$ 88,884.16	\$ 88,894.74	\$ 87,200.82	\$ 87,207.89	\$ 86,091.11	\$ 85,491.12					\$
57 Balance Last day of Month	\$ 89,891.88	\$ 89,897.99	\$ 88,258.16	\$ 89,894.14	\$ 88,893.74	\$ 87,205.82	\$ 87,205.82	\$ 86,091.11					\$
60 AFRA Investments													
60 Balance 1st of Month	\$	\$	\$	\$ 6,000,000.00	\$ 6,016,000.00	\$ 6,038,854.70	\$ 6,060,428.88	\$ 6,081,448.81					\$
61 Earnings on Investments	\$	\$	\$	\$ 19,995.68	\$ 21,340.41	\$ 21,787.22	\$ 21,871.13	\$ 20,326.84					\$
62 Investment Fund Fees	\$	\$	\$ (728.14)	\$ (843.09)	\$	\$ (843.20)	\$ (823.20)	\$ (833.34)					\$
63 Transfer to Other Accounts	\$	\$	\$	\$ 6,018,808.88	\$ 6,038,854.70	\$ 6,060,428.88	\$ 6,081,448.81	\$ 6,101,803.88					\$
64 Balance Last day of Month	\$	\$	\$	\$ 6,018,808.88	\$ 6,038,854.70	\$ 6,060,428.88	\$ 6,081,448.81	\$ 6,101,803.88					\$
66 FUND CASH													
66 Balance 1st of Month	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00					\$
68 Earnings	\$	\$	\$	\$	\$	\$	\$	\$					\$
69 Reimbursements	\$	\$	\$	\$	\$	\$	\$	\$					\$
70 Balance Last day of Month	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00					\$
72 TOTAL CASH ALL ACCOUNTS	\$ 6,637,617.27	\$ 6,670,888.05	\$ 6,436,888.87	\$ 6,387,714.88	\$ 6,284,827.60	\$ 6,154,488.28	\$ 6,060,184.29	\$ 6,044,762.18	\$	\$	\$	\$	\$

Agenda Item 3

District Manager's Report

Items in this Section Include:

- ✓ *April 2024 District Manager's Report*
- ✓ *March 2024 Capacity Report*



Minden Gardnerville Sanitation District
District Manager's Report
April 2, 2024

CAPACITY ALLOCATIONS/PURCHASES:

- 17.25 EDU's sold

VENDORS AND CONTRACTS:

- None

WILL SERVES LETTERS ISSUED:

- None

STAFF/OFFICE ITEMS:

- None

MEETINGS ATTENDED AND SCHEDULED:

- 3/7 Smart Cover training
- 3/19 ProWest meeting to finalize ARC GIS
- 4/1 SNC meeting for asphalt maintenance

PROJECTS IN THE DISTRICT:

- Martin's Meadows in progress
- Kingsbury Estates in progress
- The Downs in progress
- The Village at Monte Vista in progress

LINE REHABILITATION AND PLANT IMPROVEMENT PROJECTS:

- Asphalt patches and seals to be scheduled
- Boiler #2 installation to be scheduled in May, tentatively
- SCADA software, licensing, and server upgrades are being completed
- Breaker repair is moving forward
- Hwy 395 and Hwy 88 lining has been completed

OTHER:

- 10 Wheeler is being repaired at International

Respectfully submitted,

Peter V. Baratti, District Manager

Agenda Item 6

March 5th Regular Meeting Minutes

Items in this Section Include:

- ✓ *March 5th, 2024 Regular Meeting Minutes*



Board of Trustees
Minutes of Regular Meeting
Tuesday, March 5, 2024
6:00 P.M. | Board Room
Minden-Gardnerville Sanitation District
1790 Hwy. 395
Minden, Nevada

Board Members Present:

Barbara Smallwood
Sondra Condron
Chris Shorten
Ray Wilson
Ted Thran

Board Members Absent:

None

Staff Members Present:

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

Staff Members Absent:

Presley Cochran

Others Present: Greg Reed, Craig Olson

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

2. Public Comment: Barbara Smallwood commented that she submitted her candidacy for the Gardnerville Town Advisory Board. She started her public service there in 1989 and served until 1992 and hopes the town of Gardnerville will honor her by allowing her to end her public service there.

3. District Manager's Report: Peter Baratti reported that April Burchett submitted her letter of resignation for retirement. Peter also reported that the Pista Grit has been rebuilt and has been in service for several weeks with no issues. It cost \$20,000 to rebuild, and saved the District hundreds of thousands of dollars by refurbishing it instead of purchasing a new pump.

Discussion followed regarding the construction of the Virginia Ranch Estates.

4. Chairman's Comment: There was no chairman's comment.

5. Claims Review and Approval: Sondra Condron asked why the statement billing supplies line item is over budget. LaVonne Ghanavati commented that the recent expense was for the rate increase notification letter that was sent to customers as a courtesy to prepare for the rate increase in January 2024. Peter Baratti also mentioned that eventually the new automated billing service will pay for itself, being that it has replaced the time and cost to mail the bills out individually by hand.

Motion: To approve the claims received for January 2024 in the amount of \$114,699.62 and the payroll-related expenses paid during January 2024 in the amount of \$160,663.17.

Made by: Ted Thran

Seconded by: Sondra Condron

Vote: Motion carried.

Ayes: Smallwood, Condron, Shorten, Thran, Wilson

Nays: None

Abstain: None

Absent: None



6. Minutes of February 6, 2024 Regular Board Meeting: There was no discussion regarding the minutes.

Motion: To approve the minutes of the February 6, 2024 Regular Board Meeting as presented.

Made by: Ray Wilson

Seconded by: Chris Shorten

Vote: Motion carried.

Ayes: Smallwood, Condrón, Shorten, Thran, Wilson

Nays: None

Abstain: None

Absent: None

7. HDR Assessment of Clarifiers: Craig Olson presented a report regarding the condition of the clarifiers at the plant. There are several areas affected by corrosion as well as concrete that needs to be repaired. Trustee Condrón asked how soon the repairs would need to be completed and Peter said it would be added to the budget for the next fiscal year.

8. FY 23-24 Designation of Auditor: April Burchett said there is one more year on Casey Neilon's contract. The motion is a formality to approve the designation of the auditor.

Motion: To approve Casey Neilon Inc as auditor for FY 23-24.

Made by: Ted Thran

Seconded by: Sondra Condrón

Vote: Motion carried.

Ayes: Smallwood, Condrón, Shorten, Thran, Wilson

Nays: None

Abstain: None

Absent: None

9. MGSD FY 24-25 Tentative Budget Meeting and Public Hearing Dates: The Tentative Budget Meeting was scheduled for Friday, April 12, 2024, at 12:00PM. The Public Hearing for the Final Budget was scheduled for May 29, 2024, at 12:00PM.

10. Logo Approval: There were no comments or discussion regarding the new logo.

Motion: To approve MGSD's new logo as presented.

Made by: Chris Shorten

Seconded by: Sondra Condrón

Vote: Motion carried.

Ayes: Smallwood, Condrón, Shorten, Thran, Wilson

Nays: None

Abstain: None

Absent: None



11. Attorney-Client Conference: Bill Peterson reported that he received a letter from Frank Flaherty stating he formally disengaged from the Tribe. Pine View HOA feels they may have an alternative arrangement with Corley Ranch but will need an amendment to their contract with MGSD to accommodate that. Bruce Scott commented that an easement from Corley ranch to Pine View was recorded last Friday, in which the easement has been identified but hasn't been formalized with a legal description.

12. Engineer's Report: Bruce Scott reported that they are doing plan reviews for Virginia Ranch. Additionally, the Ironwood work is starting next week. Bruce reported that Presley is submitting a draft update of MGSD's emergency action plan to the state engineer's office regarding a dam safety issue. Bruce also reported that he received verbal approval from David Park to grant an easement for the sewer extension outside the right-of-way, which the District will need to install a future sewer crossing.

13. Controller's Report: LaVonne Ghanavati reported that she added a new scanner to process paper checks.

14. Administrative Report by Staff: April Burchett gave the trustees a draft policy manual to review.

15. Board Comment: Barbara Smallwood thanked April for her service to the District.

16. Public Comment: There was no public comment.

17. Meeting adjourned 7:19 p.m.

Approved by the Board of Trustees as presented on:

Date

By _____
Ted Thran, District Secretary

Agenda Item 7

District Manager Annual Review

Items in this Section Include:

- ✓ ***Notice of Meeting to Peter Baratti***
- ✓ ***Proof of Service of Notice of Meeting to Peter Baratti***
- ✓ ***Memorandum from Jessica Kneefel, dated March 15, 2024***
- ✓ ***Total Value Compensation Statement FY 24-25***
- ✓ ***Last Year's Performance Evaluation, 5/1/2022 to 4/1/2023***
- ✓ ***Current Employment Contract 7/1/2023 to 6/30/24, automatically renewed to 6/30/2025 per Paragraph 2.a on Page 1***
- ✓ ***District Manager Job Description***
- ✓ ***District Manager List of Duties***



March 15, 2024

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 April 2, 2024. 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,


Jessica J. Kneefel
Human Resources Representative



PROOF OF SERVICE

I, Jessica J. Kneefel, 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 March 15, 2024

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

J. Kneefel

Jessica J. Kneefel

Date



MEMORANDUM

DATE: March 15, 2024
TO: MGSD Board of Trustees
FROM: Jessica Kneefel
SUBJECT: Annual Review for the District Manager

Information for District Manager Annual Review:

Current Salary for District Manager: \$132,500
Last Salary Increase: April 2023 (prior salary: \$118,500)

Current Benefits for District Manager:

- Health Insurance (all employee, portion family)
- PERS
- Medicare
- Vacation Leave
- Sick Leave
- Family Sick Leave

Leave Taken during FY 23-24 (thru 3/12/24):

- Vacation Leave: 176.00 hours
Vacation Leave Remaining: 232.57 hours
- Regular Sick Leave: 40.00 hours
- Doctor Sick Leave: 16.00 hours
- Family Sick Leave: 0.00 hours
Sick Leave Remaining: 708.93 hours

Other Benefits:

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



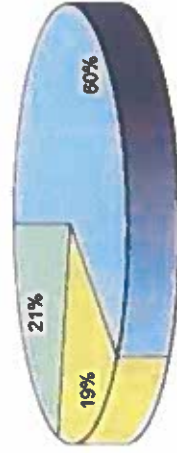
TOTAL VALUE COMPENSATION STATEMENT FY 2024-2025

Employee: Peter Baratti
 Title: District Manager

Summarized below is your projected Total Compensation Statement for the fiscal year. 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		\$132,500.00
Salary:		\$132,500.00
Bonus:		\$0.00
Total Cash Compensation		\$132,500.00
Insurance:		
Medical PPO Gold	\$0.00	\$31,992.00
Medical - HSA	\$0.00	\$0.00
Dental	\$0.00	\$1,440.00
Vision	\$0.00	\$314.16
Life / AD&D	\$0.00	\$234.00
	Subtotal - Insurance**	\$33,980.16
Workers' Comp	\$0.00	\$7,115.25
Total Insurance	\$0.00	\$41,095.41
Retirement		
PERS		\$44,387.50
Medicare	\$1,921.25	\$1,921.25
Total Retirement	\$1,921.25	\$46,308.75
TOTAL COMPENSATION		\$219,904.16

Total Cash Compensation
 Total Insurance
 Total Retirement



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

- | | |
|--|--------------------------|
| Employee Assistance Program | 15 days Vacation Leave |
| Uniform Shirts, Jackets | 10 days Sick Leave |
| Safety & Personal Protective Equipment | 5 days Family Sick Leave |
| | 12 Paid Holidays |
| | Paid Jury Duty Leave |



DISTRICT MANAGER PERFORMANCE EVALUATION

Manager Name: Peter V. Baratti

Rating Period: From: 5/1/2022 To: 4/1/2023

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 skills.	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. 4
<p>Example behaviors that Meet Expectations:</p> <ul style="list-style-type: none"> Effectively implements policies and programs approved by the Board of Trustees 	<p>Condron: 4 Shorten: 4.0 Smallwood: 4.1 Thran: 3 Wilson: 4</p>	<p>Condron: Shorten: Smallwood: Thran: Wilson:</p>
<ul style="list-style-type: none"> Reporting to the Board of Trustees is timely, clear, concise, and thorough 	<p>Condron: 5 (Detailed Presentations) Shorten: 4.5 Smallwood: 4.1 Thran: 4 Wilson: 4</p>	
<ul style="list-style-type: none"> Accepts direction and instructions in a positive manner; listens to and considers ideas from the Board 	<p>Condron: 4 Shorten: 4.0 Smallwood: 4.1 Thran: 3 Wilson: 4</p>	
<ul style="list-style-type: none"> Keeps the Board of Trustees informed of current plans and activities of MGSD 	<p>Condron: 5 (Communicates Effectively) Shorten: 4.0 Smallwood: 4.1 Thran: 3 Wilson: 4</p>	
<ul style="list-style-type: none"> Keeps the Board of Trustees informed of new developments in legislation, governmental practices and regulations 	<p>Condron: 4 Shorten: 4.0 Smallwood: 4.1 Thran: 4 Wilson: 4</p>	
<ul style="list-style-type: none"> Keeps the Board of Trustees informed of activities of County development-related activities 	<p>Condron: 4 Shorten: 4.0 Smallwood: 4.1 Thran: 4 Wilson: 4.5</p>	
<ul style="list-style-type: none"> Provides the Board of Trustees with clear report of anticipated issues that could come before the Board 	<p>Condron: 4 Shorten: 4.5 Smallwood: 4.1 Thran: 4 Wilson: 4.5</p>	

2. Public Relations		Avg.	4.1
Example behaviors that Meet Expectations: <ul style="list-style-type: none"> Projects a positive public image; is courteous to the public 	Condron: 4 Shorten: 4.5 Smallwood: 4.6 Thran: 4 Wilson: 4.5		Condron: Shorten: Smallwood: Thran: Wilson:
<ul style="list-style-type: none"> Maintains relationships with representatives from other government agencies 	Condron: 4 Shorten: 4.5 Smallwood: 4.8 Thran: 4 Wilson: 4.5		
<ul style="list-style-type: none"> Ensures MGSD's website is updated with current administrative and Board-related information 	Condron: 4 Shorten: 4 Smallwood: 4.0 (Work in Progress) Thran: 3 Wilson: 4		
<ul style="list-style-type: none"> Provides communication to the public on matters affecting the District 	Condron: 4 Shorten: 3.5 (Would like more social media/email communication) Smallwood: 4.1 Thran: 4 Wilson: 4		

EVALUATION AREA	NOTES	RATING
3. Effective Leadership	Avg	4.2
Example behaviors that Meet Expectations: <ul style="list-style-type: none"> ● Appears to delegate appropriately 	Condron: 4 Shorten: 4.0 Smallwood: 4.6 (Effective to help local water co. line break) Thran: 3 Wilson: 4.5	Condron: Shorten: Smallwood: Thran: Wilson:
<ul style="list-style-type: none"> ● Provides effective and appropriate training for staff 	Condron: 4 Shorten: 5.0 (Great job cross-training and reducing additional costs in doing so.) Smallwood: 4.5 (Continue to cross train staff as appropriate for productivity. Desk Audits for HR Training and replacements) Thran: 3 Wilson: 4	
<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 	Condron: 5 (Cognitive of all equipments' remaining timeline and replacement costs) Shorten: 5.0 (Very forward thinking) Smallwood: 5 (Peter acted professionally in breaker failure) Thran: 4 Wilson: 5	
<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 	Condron: 4 Shorten: 4.0 Smallwood: .9 Thran: 4 Wilson: 4	
<ul style="list-style-type: none"> ● Follows up on pending issues and instructions to ensure resolution 	Condron: 4 Shorten: 4.0 Smallwood: 4.1 (Continue to identify all accounts. Number of users, types of acc., walk/verify addresses, Election Area , correct Votes for Trustees) Thran: 3 Wilson: 4.5	

4. Fiscal Management		Avg.	4
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 	Condron: 4 Shorten: 4.0 Smallwood: 4.1 Thran: 4 Wilson: 4		Condron: Shorten: Smallwood: Thran: Wilson:
<ul style="list-style-type: none"> Controls expenditures in accordance with approved budget 	Condron: 4 Shorten: 4.0 Smallwood: 4.1 Thran: 3 Wilson: 4		
<ul style="list-style-type: none"> Works with staff and outside contractors to ensure audit findings are addressed and resolved in a timely manner 	Condron: 4 Shorten: 4.0 Smallwood: 4.6 Thran: 3 Wilson: 4.5		
<ul style="list-style-type: none"> Provides accurate reports and information in a timely manner 	Condron: 5 (Concise & Informative) Shorten: 4.0 Smallwood: 5 Thran: 3 Wilson: 4		

EVALUATION AREA	NOTES	RATING
5. Intergovernmental Affairs	Avg.	3.8
<p>Example behaviors that Meet Expectations:</p> <ul style="list-style-type: none"> ● Maintains effective communication with local, regional, state, and federal government agencies 	<p>Condron: 4 Shorten: 4.0 (Consistently reports of meeting with local and state agencies) Smallwood: 4.5 (Long term planning goals, outreach to other sewer providers, Long term goals for all providers) Thran: 3 Wilson: 4</p>	<p>Condron: Shorten: Smallwood: Thran: Wilson:</p>
<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 	<p>Condron: 4 Shorten: 4.5 (MGSD assistance in Gardnerville water main break) Smallwood: 4.5 (Chamber, Douglas County, Pre-app meetings, local players, other organizations, long term solutions) Thran: 3 Wilson: 4</p>	
<ul style="list-style-type: none"> ● Lobbies effectively with legislators and other agencies regarding the interests and needs of MGSD, where needed 	<p>Condron: 4 Shorten: 3.0 (Not observed enough to properly rate) Smallwood: 4.1 Thran: 3 Wilson: 4</p>	
<ul style="list-style-type: none"> ● Ensures MGSD's interests and standards are communicated to and recognized by local, state, and federal government agencies 	<p>Condron: 4 Shorten: 4.0 Smallwood: 4.1 Thran: 3 Wilson: 4</p>	

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 	Condrón: 4 Shorten: 5.0 Smallwood: 4.5 (Forward thinking, long term) Thran: 3 Wilson: 5	Condrón: Shorten: Smallwood: Thran: Wilson:
<ul style="list-style-type: none"> ● Pursues expanded mastery of knowledge and abilities of leadership position and skills 	Condrón: 4 Shorten: 4.5 (Proactive in seeking training in this area) Smallwood: 4.6 (NWEA Certification, Rate Study) Thran: 4 Wilson: 4.5	
<ul style="list-style-type: none"> ● Maintains State and Federal mandated certification 	Condrón: 4 Shorten: 4.0 Smallwood: 5+ Thran: 3 Wilson: 5	
<ul style="list-style-type: none"> ● Combines technical knowledge with creativity to produce value-added results 	Condrón: 4 Shorten: 5.0 (Outstanding problem solving this review period) Smallwood: 5+ (Plant improvements, Staff) Thran: 4 Wilson: 5	

ADDITIONAL COMMENTS BY THE BOARD:

Condrón: During the short time serving on the Board of Trustees, I have seen Peter's professionalism and knowledge.

I look forward to working with him in the future.

Shorten: Peter, in a short amount of time I've learned that MGSD is in the right hands with your leadership abilities and subject area expertise. Thank you for your hard work!

Smallwood: Again, Thank you! We appreciate your dedication to MGSD.

Thran:

Wilson:

II. ACHIEVEMENTS OF NOTE FOR THIS EVALUATION PERIOD:

Condrón: Excellent and immediate response to power outage emergency in the facility.

Shorten: Exemplary handling of the main breaker failure, accounting for staff safety, morale, and continuation of operations.

Smallwood: NWEA Certificate Program, Rate Study, Business Impact, Breaker failure, Belt press complete, MGSD Wastewater Master Plan.

Thran:

Wilson: I think Peter is doing a very good job, as he continues to grow in his job as dist. Mgr.

III. ITEMS FOR IMPROVEMENT FOR THIS EVALUATION PERIOD:

Condrón:

Shorten: Nothing to note

Smallwood:

Thran:

Wilson:

IV. SUMMARY RATING

1 - Unsatisfactory	2 - Needs Improvement	3 - Meets Expectations	4 - Exceeds Expectations	5 - Far Exceeds Expectations / Outstanding
			4.08	

V. FUTURE GOALS AND OBJECTIVES

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

Condron: Tour of the facility for Board of Trustees. Have the mission statement completed.

Shorten: Communication with rate payers about the rate study/increase. Continue to collaborate with stakeholders regarding solutions to issues created by the sale of Bently properties.

Smallwood: 1. Plant & Facility tour for all

2. Peter! I am still looking for Strategic Plan, Mission Statement, policy, goals & Board workshop.

Quarterly lunch. Celebrate birthdays, achievements for certificates, continued or not? Manager decision. Just know I appreciate all your efforts and staff too.

Thran:

Wilson:

Board Action: _____

Next Evaluation Date: _____

GOVERNING BOARD

Concurrence

Barbara Smallwood, Chairman

Yes No

Ray Wilson, Vice Chairman

Yes No

Ted Thran, Secretary-Treasurer

Yes No

Sondra Condron, Trustee

Yes No

Chris Shorten, 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 July 1, 2023 and will expire on June 30, 2024. 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 Eighteen Thousand and Five Hundred Dollars and No Cents (\$118,500.00) 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. April 4, 2023 – MGSD agrees to grant the District Manager a wage increase of 5% and an additional cost of living increase of 6.4%
- 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.
- d. EMPLOYEE shall be permitted to utilize administrative leave time as outlined in Section 4.6 of the MGSD Personnel Policies and Procedures manual.

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 ____ day of _____, 2023.

EMPLOYEE:

DISTRICT:

Peter V. Baratti

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

ATTEST:

By: _____
Ted Thran, Secretary-Treasurer



DISTRICT MANAGER JOB DESCRIPTION

CREATED: January 2010
LAST REVISED: April 2019
(reviewed March 2024)

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



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

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.

- 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.
- 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:



District Manager
Job Description (Rev. April 2019)
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- 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;
- 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



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

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.

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.



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

- 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.
- 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

Date

Print Name



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



LIST OF DUTIES

CREATED: April 2019
 REVISED: October 2020
 May 2022
 March 2024

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
 - Issue up to 10 edu's of capacity without Board approval
- 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 (March 2024)
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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.



District Manager
List of Duties (March 2024)
Page 3 of 3

Agenda Item 8

Pine View Estates Contract of Service

Items in this Section Include:

- ✓ ***Second Amendment to the Contract for Sewer Service between Pine View HOA and MGSD***



MEMORANDUM

DATE: March 28, 2024
TO: MGSD Board of Trustees
FROM: April Burchett
SUBJECT: Pine View Estates Project Status

Just for a refresher and for the benefit of our upcoming Trustees, below is a summary of the history and status of the Pine View Estates HOA project:

First, a Very Brief History

- On September 3, 2013 the Pine View Estates HOA made a presentation before MGSD's Board regarding sewer problems at their subdivision south of Gardnerville.
 - Each parcel in the subdivision has a septic system that releases sewage to one of six treatment units (also known as a package plant). In 2007, the EPA fined the developer for sewage system problems and stated the package plant did not meet regulatory compliance.
 - The HOA Board requested that MGSD consider allowing Pine View to connect to MGSD's sewer system, and the Board concurred.
 - Trustees were Ray Wilson, Bob Allgeier, Barbara Smallwood, Mike Henningsen, and Mark Dudley
- Resource Concepts, Inc. was retained by the HOA to complete a feasibility study for alternatives to the Pine View sewer issue. By 2015 it was determined that the best alternative was for the MGSD service main in Hwy 395 be extended south to Pine View. Pine View would pay the cost for the sewer main extension. While many details would be worked out later, it was verbally agreed that the HOA would maintain the sewer main to a point where the line would feed into MGSD's line by gravity at which point MGSD would maintain the sewer main.
- In September 2017 the Nevada Division of Environmental Protection (NDEP) requested that MGSD apply for a Principal Forgiveness Loan to assist Pine View HOA in the design costs for the sewer main extension. Pine View had been approved for funding by the USDA, but that funding could only be used for construction and connection costs. The principal forgiveness loan would be awarded through the State Revolving Loan Fund (SLRF) to MGSD to reimburse Pine View for costs related to the construction design. The Board agreed to make an application to NDEP for a principal forgiveness loan.

- Trustees were Ray Wilson, Bob Allgeier, Barbara Smallwood, Mark Dudley, and Mike King.
- Over time, the USDA awarded funds to Pine View for construction, the residents obtained full ownership of the property.
 - In order for Pine View to retain their funding, MGSD locked in the capacity and connection fee to \$4,075 per residence.
- On November 28, 2022, a contract of service agreement between MGSD and Pine View Estates was recorded, with amendment language requested by NDEP recorded in May 2023.

Current Status

- MGSD was awarded a principal forgiveness loan for \$2.18 million.
 - A principal forgiveness loan is more of a grant than a loan and may be awarded by the State Revolving Loan Fund when certain conditions are met. The principal of the loan will be forgiven, so MGSD will not have to pay any principal or interest.
- The design of the sewer main extension has been completed, but problems were encountered obtaining an easement through Washoe Tribe. A sewer re-design has been prepared to route the sewer main location through the Corley Ranch instead of the Tribal property. This is the last piece of the puzzle that Pine View HOA needs to put the project out to bid.

The item on the April 2nd agenda is to approve amended language to the Contract of Service Agreement with respect to the connection at Pinenut Court instead of on Tribal property.



April Burchett

From: Frank Flaherty <FFlaherty@dyerlawrence.com>
Sent: Wednesday, March 6, 2024 5:26 PM
To: 'Peterson, William'; Cornelius, Willow
Cc: Denise Beronio; Peter Baratti; April Burchett; Keith Shaffer
Subject: Requested Contract Amendment - MGSD-Pine View Estates HOA
Attachments: 240306HOA-MGSD.K.2nd.amendment.draft.docx

Hello Bill,

Following up on my email below, attached is a proposed Second Amendment to the Contract for Sewer Service between Pine View HOA and MGSD. It is pretty short, and the only change reflects that that the Point of Connection will no longer be on Tribal property but will instead be north of that property at or near an existing MGSD manhole in the Pinenut Court right-of-way. The HOA is requesting that MGSD Board approve the amendment.

Please let me know if this email suffices or if you need something more formal.

Thanks,

Frank

Francis C. Flaherty, Esq.
Dyer Lawrence, LLP
2805 Mountain Street
Carson City, Nevada 89703-1539
T: (775) 885-1896
F: (775) 885-8728

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-----Original Message-----

From: Frank Flaherty
Sent: Tuesday, March 5, 2024 11:10 AM
To: 'Peterson, William' <wpeterson@swlaw.com>
Cc: Clarke, Natalie <nclarke@swlaw.com>; Forrest, Jeanne <jforrest@swlaw.com>
Subject: FW: Pine View Estates HOA and Washoe Tribe - FW: Message from "RNP5838790BE0BE"

Hello Bill, hope this email finds you well,

Attached is a copy of a letter I just sent off to counsel for the Washoe Tribe terminating negotiations between the Tribe and the HOA. The HOA determined it no longer had time to negotiate with the Tribe without risking loss of USDA funding. The HOA's engineer took a second look at the Corley Ranch property just east of the Tribal parcel and determined that it was feasible after all. The HOA and Corley Ranches signed an easement agreement last week and the engineers are undertaking a survey and legal description for the easement.

I believe that this will only require one amendment to the contract between the HOA and MGSD; specifically, the third WHEREAS paragraph that spans pages 1 and 2. I have asked the HOA's engineer for new language to describe the "Point of Connection." The HOA will be formally presenting a request to MGSD to amend the Contract by way of a letter to the District with a copy to you.

Please feel free to call me if you have any questions or would like to discuss.

Thanks,

Frank

Francis C. Flaherty, Esq.
Dyer Lawrence, LLP
2805 Mountain Street
Carson City, Nevada 89703-1539
T: (775) 885-1896
F: (775) 885-8728

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-----Original Message-----

From: Frank Flaherty
Sent: Tuesday, March 5, 2024 11:01 AM
To: 'Timothy C. Seward' <TSeward@hobbsstrauss.com>
Cc: 'Denise Beronio' <gunpowder.308@gmail.com>; Richard J. Frye <RFrye@hobbsstrauss.com>
Subject: Pine View Estates HOA and Washoe Tribe - FW: Message from "RNP5838790BE0BE"

Dear Mr. Seward,

Please see attached letter re: negotiations between Pine View Estates HOA and Washoe Tribe re: wastewater pipeline right-of-way.

Thank you for your time and attention.

Frank

Francis C. Flaherty, Esq.
Dyer Lawrence, LLP
2805 Mountain Street
Carson City, Nevada 89703-1539
T: (775) 885-1896
F: (775) 885-8728

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-----Original Message-----

From: scanner@dyerlawrence.com <scanner@dyerlawrence.com>

Sent: Tuesday, March 5, 2024 10:45 AM

To: Kelly Gilbert <kgilbert@dyerlawrence.com>; Frank Flaherty <FFlaherty@dyerlawrence.com>

Subject: Message from "RNP5838790BE0BE"

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Minden Gardnerville Sanitation District
1790 US Hwy. 395 N.
Minden, Nevada 89423

SECOND AMENDMENT TO CONTRACT FOR PROVIDING SEWER SERVICE

This Amendment is made on this ____ day of _____, 2024 by and between the PINE VIEW ESTATES HOME OWNERS ASSOCIATION, a Nevada Corporation organized and existing under NRS 81.010 – 81.160, (hereinafter referred to as “OWNER” or “HOA”), and the MINDEN-GARDNERVILLE SANITATION DISTRICT, a governmental body organized under the laws of the State of Nevada (hereinafter referred to as “DISTRICT”) and amends the Contract for Providing Sewer Service made by the HOA and the District on August 19, 2022, as recorded by the District in the Office of the Recorder, Douglas County, Nevada on November 28, 2022 as Document No. 2022-991909 (the “Contract”).

The HOA and the DISTRICT hereby replace the third “WHEREAS” paragraph of the Contract with the following:

WHEREAS, the OWNER has been awarded loan and grant (funding) from the U.S. Department of Agriculture Rural Development (“USDA”) to construct a wastewater main (“OWNER’s Main” or “Improvements”) from Pine View Estates to connect to the DISTRICT’s wastewater treatment system at a location to be determined near the DISTRICT’s existing twelve-inch main, at or near an existing DISTRICT manhole located in Pinenut Court, which is approximately SEVEN HUNDRED FIFTY (750) feet south of the intersection of U.S. Highway 395 and Muller Parkway, and then approximately THREE HUNDRED SEVENTY-FIVE (375) feet east of U.S. Highway 395 (the point of connection is within the Pinenut Court right-of-way, which is adjacent to the northern boundary of APN 1220-11-002-009) (“Point of Connection”);

[Remainder of page intentionally left blank.]

All other provisions of the Contract, as amended by the First Amendment thereto, dated April 13, 2023, as recorded by the DISTRICT in the Office of the Recorder, Douglas County, Nevada on May 31, 2023, as Document No. 2023-996933, remain unchanged and are in full force and effect.

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

DISTRICT

OWNER

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

By: _____
Denise Beronio
President, Pine View Estates Home
Owners Association

ACKNOWLEDGEMENTS

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me, a Notary Public, on the _____ day of _____, 2024, by Denise Beronio.

By: _____
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me, a Notary Public, on the _____ day of _____, 2024, by Barbara Smallwood.

By: _____
Notary Public

Agenda Item 12

Administrative Report by Staff

Items in this Section Include:

- ✓ *Administrative Staff Report for March, 2024*



**Minden Gardnerville Sanitation District
Administrative Staff Report
April 2, 2024**

Report by: April Burchett, Jessica Kneefel, and Haley Mosegard

STAFF ITEMS:

- The new website is now live! If there is anything that we missed, please let us know so we can update it.

INTERESTING TIDBITS:

- We are working on changing the logos on the vehicles to the current logo.
- Two people (Daniel Griffith and Michele Wagner) signed up for the two vacancies; staff have been working with them for onboarding.

Congratulations Barbara on becoming a board member of the Town of Gardnerville Advisory Board! And congratulations Ray on your retirement!

OFFICIAL ITEMS:

- The standby pay for the operators will be increased to the federal minimum wage in accordance with industry trends. April will give more detail at the meeting.

UPCOMING ITEMS:

- As a reminder, the FY 24-25 Financial Budget meeting is on April 12th.

HR TRENDING ISSUES:

- **Blocking on Social Media:** The Supreme Court clarified that public officials could block someone on their **PERSONAL** social media accounts or delete their comments as long as the public official is **NOT** acting on behalf of their entity.

THINGS KEEPING US BUSY RIGHT NOW:

- The new quarter is starting, and we expect our number of calls to increase when the bills get sent out.