

Directors
Mike Duran, *President*
William Teague, *Vice President*
Dennis Coleman, *Secretary*
Debra Canero, *Director*
Scott Sear, *Director*
General Manager
Beverli A. Marshall

**REGULAR MEETING OF THE
BOARD OF DIRECTORS**
Tuesday, August 13, 2019, 1:00 p.m.

AGENDA

VALLEY SANITARY DISTRICT BOARD ROOM
45-500 VAN BUREN STREET
INDIO, CA 92201

RESOLUTION NO. 2019-1121
ORDINANCE NO. 2019-120
MINUTE ORDER NO. 2019-2925

1. CALL TO ORDER

- a. Roll Call
- b. Pledge of Allegiance

2. CONSENT ITEMS

Consent calendar items are expected to be routine and noncontroversial, to be acted upon by the Board of Directors at one time, without discussion. If any Board member requests that an item be removed from the consent calendar, it will be removed so that it may be acted upon separately.

- a. Consideration of the July 23, 2019 Regular Meeting Minutes
- b. Approval of Expenditures for July 18, 2019 to August 7, 2019
- c. Authorize General Manager to Approve the Purchase of a New PLC Panel for the Headworks from Trimax Systems, Inc. in an Amount not to Exceed \$44,315
- d. Accept Certificate of Acceptance for Sewer Main Improvements for the Walmart Development and Authorize the General Manager to Have the Certificate Notarized for Recording Purposes
- e. Provide 30-day Notice to Terminate and Authorize the General Manager to Execute a Contract with Superior Protection Consultants for Onsite Security

MINUTE ORDER NO.

3. PUBLIC COMMENTS

This is the time set aside for public comment on any item not appearing on the agenda. Please notify the Secretary in advance of the meeting if you wish to speak on a non-hearing item.

4. NON-HEARING ITEMS

- a. Discuss and Authorize the General Manager to Execute a Contract with NBS to Perform a Rate Study and Assist with the Public Hearing Process in an Amount not to Exceed \$70,000

MINUTE ORDER NO.

- b. Discuss and Authorize the General Manager to Execute a Contract with Rauch Communications to Facilitate and Develop a Strategic Plan Not to Exceed \$25,000

MINUTE ORDER NO.

- c. Discuss and Authorize the General Manager to Execute a Contract with EOA, Inc. to Assist Staff in Preparing and Negotiating the National Pollutant Discharge Elimination System (NPDES) Permit Renewal for 2020 in an Amount Not to Exceed \$58,200

MINUTE ORDER NO.

- d. Adopt the Attached Valley Sanitary District Policies as Presented: Brown Act Policy; Nepotism Policy; and Public Records Policy

MINUTE ORDER NO.

- e. Discuss and Authorize the General Manager to Execute a Contract with Circlepoint to Develop a Communications and Outreach Plan and Creation of Quarterly E-Newsletters Not to Exceed \$60,000

MINUTE ORDER NO.

- f. Authorize Reimburse Cost of Moving Expenses for General Manager per Terms of Employment Contract Based on Obtained Quotes in an Amount Not to Exceed \$9,199.60

MINUTE ORDER NO.

- g. Staff Notes

5. DIRECTOR'S ITEMS

Director's items not listed are for discussion only; no action will be taken without an urgency vote pursuant to State law.

6. CLOSED SESSION ITEMS

- a. Conference with Legal Counsel – Anticipated Litigation
Pursuant to Paragraph (2) of Subdivision (d) of Government Code Section 54956.9 (One potential case – circumstances need not be disclosed pursuant to paragraph (1) of subdivision (e) of Government Code Section 54956.9)

7. ADJOURNMENT

Pursuant to the Brown Act, items may not be added to this agenda unless the Secretary to the Board has at least 72 hours advance notice prior to the time and date posted on this notice.

POSTED August 8, 2019



Holly Gould, Clerk of the Board
Valley Sanitary District

PUBLIC NOTICE

In compliance with the Americans with Disabilities Act, access to the Board Room and Public Restrooms has been made. If you need special assistance to participate in this meeting, please contact Valley Sanitary District (760) 235-5400. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA TITLE II). All public records related to open session items contained on this Agenda are available upon request at the Administrative Office of Valley Sanitary District located at 45-500 Van Buren Street, Indio, CA 92201. Copies of public records are subject to fees and charges for reproduction.

UNOFFICIAL UNTIL APPROVED**VALLEY SANITARY DISTRICT
MINUTES OF REGULAR BOARD MEETING**

July 23, 2019

A regular Board Meeting of the Governing Board of Valley Sanitary District (VSD) was held at the District offices, 45-500 Van Buren Street, Indio, California, on Tuesday, July 23, 2019.

CALL TO ORDER, ROLL CALL

1. PRESIDENT MIKE DURAN called the meeting to order at 1:00 p.m. Those in attendance were as follows:

DIRECTORS PRESENT: Mike Duran, William Teague, Dennis Coleman, Debra Canero (arrived at 1:06 p.m.) and Scott Sear

DIRECTORS ABSENT: None

STAFF PRESENT: Beverli A. Marshall, General Manager, Holly Gould, and Ron Buchwald

GUESTS: None

CONSENT ITEMS

- a. Consideration of the June 16, 2019 Special Board Meeting Minutes
- b. Approval of Cash and Investments for June 2019
- c. Approval of Expenditures for July 11, 2019 to July 17, 2019

Check numbers 37305 to 37427 totaling \$106,740.52 and transfers of \$195,925.80 were issued.

ACTION TAKEN:

MOTION: VICE PRESIDENT TEAGUE made a motion to approve the minutes for the Special Meeting held July 16, 2019, approve the Summary of Cash & Investments for June 2019, and pay the disbursement items as presented. SECRETARY COLEMAN seconded the motion. Motion carried by the following vote: 4 yes

MINUTE ORDER NO. 2019-2923

PUBLIC COMMENTS

This is the time set aside for public comment on any item not appearing in the agenda. Please notify the Secretary in advance of the meeting if you wish to speak on a non-hearing item.

NON-HEARING ITEMS

2. Adoption of Updated Policies

DIRECTOR CANERO arrived at the meeting at 1:06 p.m.

To be more efficient and transparent, staff has updated the Travel & Reimbursement Policy to comply with GSA requirements. Travel will be reimbursed on a per diem basis and board approved. A discussion took place regarding district credit cards for board members. Staff has also added a Policy and Complaint Procedure Against Harassment, Discrimination, Retaliation and Workplace Bullying, and an Appearance Standards Policy. Both policies meet all current compliance requirements.

ACTION TAKEN:

MOTION: SECRETARY COLEMAN made a motion to adopt the attached revised Valley Sanitary District's Policies: Travel Approval & Reimbursement Policy, Policy and Complaint Procedure Against Harassment, Discrimination, Retaliation and Workplace Bullying, and Appearance Standards Policy. DIRECTOR SEAR seconded the motion. Motion carried by the following roll call vote:

MINUTE ORDER NO. 2019-2924

AYES: Director(s) Canero, Coleman, Duran, Sear, Teague
NOES: None
ABSENT: None
ABSTAIN: None

DIRECTOR'S ITEMS

Director's items not listed are for discussion only; no action will be taken without an urgency vote pursuant to State law.

SECRETARY COLEMAN thanked fellow board members and staff for their support and well wishes during his surgery and recovery. DIRECTOR CANERO thanked Ms. Marshall for speaking at the Sunrise Rotary meeting. The CSDA Annual Conference will be held in Anaheim, California in September and four (4) directors will be attending.

INFORMATIONAL ITEMS

Informational items are for information only; no action will be taken on these items.

- Combined Monthly Account Summary for Expenses for June 2019
- Monthly Income Summary for June 2019

Mr. Buchwald gave an update on the valve repair. He reported that the diver was able to plug the four (4) valves so Borden Excavating could replace the valves and repair the line. The repair will take a little longer because staff didn't have the correct couplings to fit the current pipe. Ms. Marshall informed the board that she will be bringing proposals before the board for the NPDES Permit Application, Rate Analysis and Strategic Plan.

ADJOURNMENT

There being no further business to discuss, the meeting was adjourned at 2:10 p.m., and the next board meeting will be a Regular Meeting held August 13, 2019.

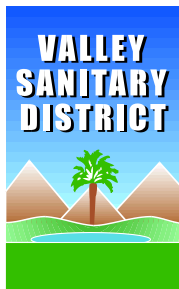
Respectfully submitted,

Holly Gould, Clerk of the Board
Valley Sanitary District

DISBURSEMENTS
Approved at the Board Meeting of
August 13, 2019

37428 United Way of the Desert	PR 06/28/2019 - 07/11/2019 PD 07/19/2019	\$50.00
37429 Vantage Point Transfer Agents - ICMA	PR 06/28/2019 - 07/11/2019 PD 07/19/2019	\$1,445.00
37430 American Water Works Association	Membership Renewal	\$277.00
37431 Analytical Technology, Inc.	Air Pump Assembly	\$447.26
37432 Around The Clock Call Center	Call Center Service July 2019	\$134.77
37433 Associated Time Instruments	Attendance on Demand for July 2019	\$283.05
37434 Calif. Water Environment Assn.	Membership Renewal	\$192.00
37434 Calif. Water Environment Assn.	Certificate Renewal	\$99.00
37435 Caltest Analytical Laboratory	NPDES Samples	\$299.60
37435 Caltest Analytical Laboratory	NPDES Samples	\$615.00
37435 Caltest Analytical Laboratory	Monthly NPDES Testing	\$299.60
37436 Carquest Auto Parts	New Charges for July 2019	\$736.45
37437 Cintas Corp	Uniforms, Mats, Towels, Etc for Week of 07/22/2019	\$823.73
37437 Cintas Corp	Uniforms, Mats, Towels, Etc for Week of 07/29/2019	\$1,136.56
37437 Cintas Corp	Uniforms, Mats, Towels, Etc for Week of 08/05/2019	\$817.90
37438 Coachella Valley Water District	* CVRMG Program Management FY 18/19	\$7,059.17
37438 Coachella Valley Water District	* CVRMG Program Management FY 18/19	\$15,074.64
37439 Consolidated Electrical Distributors, Inc.	Flare Switch	\$147.72
37439 Consolidated Electrical Distributors, Inc.	Switch for Flare	\$311.99
37440 CSI Ceja Security International	Plant Security 7/16/19-7/31/19	\$2,880.00
37441 D & H Water Systems	Gearbox Oil	\$291.61
37442 Daniels Tire Service, Inc.	Truck Tire	\$112.09
37443 DCI	* Citrus Sink Hole Repair	\$5,862.37
37444 Dept. of Motor Vehicles	Pull Notice	\$1.00
37445 Desert Electric Supply	Fuses	\$75.16
37446 Desert Hose & Supply	Suction Hose	\$1,355.79
37446 Desert Hose & Supply	Hose Clamp	\$27.19
37447 DKF Solutions Group, Inc.	My Safety Officer Annual Subscription	\$5,140.00
37448 E.S. Babcock & Sons, Inc.	Quarterly NPDES Testing	\$486.00
37449 ELAP Branch	Lab Certificate # 1053	\$3,592.00
37450 Eurofins Eaton Analytical	Total Dissolved Solids Testing for July 2019	\$90.00
37451 Facilities Protection Systems	Annual Fire Prevention & Maintenance Agreement	\$3,800.00
37452 Fastenal Company	Filters	\$4.64
37452 Fastenal Company	A/C Filters	\$7.49
37453 Fiesta Ford	Install Seat Covers	\$99.00
37454 Gierlich-Mitchell, Inc.	Compressor Parts	\$1,839.69
37455 Grainger	Vibration Meter	\$604.29
37455 Grainger	Air Filters	\$480.57
37456 Hach Company	Sulfite Reagents	\$219.73
37456 Hach Company	Glass Fiber Filters	\$61.11
37456 Hach Company	Reagents	\$283.37
37456 Hach Company	Buffer Solution	\$43.38
37456 Hach Company	Glass Fiber Filters	\$284.20
37457 Healthy Futures, Inc.	Wellness Program for July 2019	\$1,680.00
37458 Innovative Document Solutions	Monthly Contract Fee for Copy Machine	\$203.01
37459 Jim's Desert Radiator & Full Auto Repair	A/C Service on Vactor	\$243.50
37460 Joanne Padgham	Gift Cards for Employee Luncheon	\$576.75
37461 Kaman Industrial Technologies	Cooler Belts	\$34.14
37461 Kaman Industrial Technologies	Ball Bearings	\$25.60
37462 Lock Shop	Repairs to Plant Door Locks	\$347.49
37463 McMaster-Carr Supply Co.	Parts for Eye Wash Station	\$66.53
37463 McMaster-Carr Supply Co.	Basket Strainers For Hypochlorite Fittings	\$5,026.54
37463 McMaster-Carr Supply Co.	Ball Valve	\$133.10
37464 Northwest Scientific, Inc.	Sulfuric Acid	\$573.03
37465 Parkhouse Tire Services, Inc.	Forklift Tires	\$3,119.14
37466 Pipe Logix, Inc.	Software Support Program	\$2,500.00
37467 Polydyne, Inc.	Polymer for Belt Press	\$7,248.62
37468 Praxair Distribution, Inc.	Tank Rentals	\$118.50
37469 Pyro-Comm Systems	Fire Alarm Monitoring	\$135.00
37470 ReadyRefresh by Nestle	Bottled Water for July 2019	\$1,318.83
37471 Rockwell Solutions	Recirculating Pump Seal Kits	\$5,399.40
37472 SC Fuels	Unleaded & Diesel Fuels	\$2,334.38
37473 Southwest Networks, Inc.	* HP ProBook 450 for Lab Dept.	\$1,196.82

37473 Southwest Networks, Inc.	Vizio Office 365 for General Manager	\$135.00
37473 Southwest Networks, Inc.	* Computer for General Manager	\$1,240.32
37473 Southwest Networks, Inc.	* Docking Station for CCTV	\$341.56
37473 Southwest Networks, Inc.	Technical Support for July 2019	\$807.50
37473 Southwest Networks, Inc.	BDR Storage for September 2019	\$699.00
37473 Southwest Networks, Inc.	Quarterly Contract Billing 9/1/19-11/30/19	\$7,821.00
37474 Steven Shepard	Boot Reimbursement	\$195.75
37475 Thomas Scientific	Microscope Slide	\$147.30
37475 Thomas Scientific	Reagents	\$119.75
37475 Thomas Scientific	Phosphate Buffered Water	\$66.02
37476 Tops 'N Barricades Inc.	Bathroom Signage	\$250.70
37477 Uline Shipping Supply	Ice Packs & Sample Containers	\$164.20
37478 Underground Service Alert	Dig Safe Board Fee	\$82.93
37478 Underground Service Alert	Dig Alerts for July 2019	\$242.65
37479 United Way of the Desert	PR 07/12/2019 - 07/25/2019 PD 08/02/2019	\$50.00
37480 Univar USA Inc.	Ferric Chloride	\$5,660.66
37480 Univar USA Inc.	Sodium Bisulfite	\$5,321.21
37480 Univar USA Inc.	Sodium Hypochlorite	\$6,678.34
37480 Univar USA Inc.	Sodium Hypochlorite	\$7,176.59
37481 USA Blue Book	Door Assembly Kit	\$773.00
37482 Vantage Point Transfer Agents - ICMA	PR 07/12/2019 - 07/25/2019 PD 08/02/2019	\$1,445.00
37483 West Coast Arborists, Inc.	Prune Palms & Tree Removal	\$5,400.00
37484 Willdan Financial Services	AD 2004-VSD	\$4,500.00
37485 Xylem Dewatering Solutions USA, Inc.	* Piping & By-Pass Pump Rental	\$9,748.06
37486 Yellow Mart	Water Boots	\$138.06
201907241 CalPERS Retirement	PR 06/28/2019 - 07/11/2019 PD 07/19/2019	\$17,065.65
201907242 CalPERS 457	PR 06/28/2019 - 07/11/2019 PD 07/19/2019	\$750.00
201907291 Domino Solar LTD	Electricity for June 2019	\$10,591.38
201907311 Indio Water Authority	VSD Hydrant Agreement for June 2019	\$576.52
201907312 Home Depot Credit Services	New Charges for July 2019	\$486.83
201908011 Standard Insurance Company	Life and Disability Insurance for August 2019	\$1,842.51
201908012 Sun Life Financial	Vision Insurance for August 2019	\$762.90
201908021 Paychex - Direct Deposit	PR 07/12/2019 - 07/25/2019 PD 08/02/2019	\$69,258.02
201908022 Paychex - Fee	PR 07/12/2019 - 07/25/2019 PD 08/02/2019	\$155.44
201908023 Paychex - Tax	PR 07/12/2019 - 07/25/2019 PD 08/02/2019	\$33,005.42
201908024 MassMutual	PR 07/12/2019 - 07/25/2019 PD 08/02/2019	\$10.00
201908025 Nationwide Retirement Solution	PR 07/12/2019 - 07/25/2019 PD 08/02/2019	\$2,663.12
201908031 Verizon Wireless	Cell Service for July 2019	\$883.10
201908051 Indio Water Authority	Water Service for June 2019	\$1,084.03
201908052 Imperial Irrigation District	Electricity for June 2019	\$269.32
201908053 TASC	PR 07/12/2019 - 07/25/2019 PD 08/02/2019	\$296.14
201908101 Humana Dental Insurance	Dental Insurance for August 2019	\$2,416.13
201908102 SPOK, Inc.	Pager Service for August 2019	\$23.87
201908103 Burrtec Waste & Recycling Svcs	Grit Removal for July 2019	\$2,405.41
201908103 Burrtec Waste & Recycling Svcs	Trash Service for July 2019	\$234.97
201908103 Burrtec Waste & Recycling Svcs	Trash Service for August 2019	\$234.97
201908121 Frontier Communications	Telephone Service for July 2019	\$209.60
201908131 Time Warner Cable	Telephone Service for August 2019	\$1,138.85
201908151 Bank of New York Mellon	Principal and Interest Payment - 2004-VSD	\$475,113.30
*Capital Expenditures		\$770,853.58



**Valley Sanitary District
Board of Directors Meeting
August 13, 2019**

TO: Board of Directors
THRU: Beverli A. Marshall, General Manager
FROM: Ronald Buchwald, District Engineer
SUBJECT: **Purchase Authorization Approval – Headworks PLC Panel Replacement**

<input checked="" type="checkbox"/> Board Action	<input type="checkbox"/> New expenditure request	<input type="checkbox"/> Contract Award
<input type="checkbox"/> Board Information	<input checked="" type="checkbox"/> Existing FY Approved Budget	<input type="checkbox"/> Closed Session

Recommendation:

It is recommended that the Board of Directors authorize the General Manager to purchase a new PLC Panel for the Headworks including installation from Trimax Systems, Inc. for a purchase price of \$44,315.

Background:

The Headworks electrical panel was installed in 1999 and needs replacement due to electrical parts becoming obsolete. Installing a new PLC at the headworks will allow the headworks to be better coordinated with the Treatment Plant's SCADA system as the old PLC was limited. Trimax Systems is VSD's SCADA consultant and it is recommended that VSD use Trimax Systems for this upgrade.

Fiscal Impact (Dollars):

The PLC Panel and installation were budgeted in the FY 2019/20 budget under the Capital O&M Fund – Engineering and Maintenance.

Attachments

Attachment A: Trimax Systems, Inc. Quote dated July 16, 2019



CORPORATE OFFICE
 8440 Florin Road
 Sacramento, CA 95828
 916.395.8800
<https://tescocontrols.com>

TRIMAX BREA
 565 Explorer Street
 Brea, CA 92821
 714.255.8590
www.trimaxsystems.com

Scope Valley Sanitary District Headworks PLC Upgrade

Trimax Proposal: E-12267

July 16, 2019

Scope:

To furnish the materials and labor for the panel modifications mentioned below. It will also include the submittals, programming, start-up and documentation.

Scope of Work

Item	Qty	Description
1	1	Headworks PLC Panel Modifications: <ul style="list-style-type: none"> ▪ 1ea - 1769-L33ER PLC Processor ▪ 1ea - 1769-ECRK Right end cap ▪ 1ea - 1769-PA4 Power Supply ▪ 3ea- 1769-IA16 Digital Input ▪ 1ea - 1769-OW16 Relay Output Module ▪ 2ea - 1769-IF8 Analog Current Input ▪ 3ea - 1769-OF4CI Analog Output Current ▪ Miscellaneous wires and terminal blocks
2	Lot	Professional Services: <ul style="list-style-type: none"> ▪ Engineering ▪ PLC Programming ▪ Field installation of the material above ▪ Product Startup Services – product quality review, product programming, software upload/download as required, product function checks, and product startup
		TOTAL (including applicable sales tax): \$44,315.00

Project Bid Clarifications

- Unless otherwise indicated by the Scope of Work above, quote is to **furnish only** and does not include any trade labor, trade work, construction work, site improvement, contractor services, or any trade installation services. Any trade labor and/or related trade work shall be performed by others/contractor.
- Trimax is not responsible to verify the correctness of installation of all instruments, verify that the proper type, size, and number of control wires with their conduits are provided and verify that proper electric power circuits provided for all components and systems.
- Unless otherwise indicated by the Scope of Work above, the following is **not** included within this quotation:
 - Software Licenses
 - Conduit, field wire, tubing, or basic trade installation materials (brackets, screws, bolts, j-box, stanchions, pull-box, etc.)
 - Piping, Valves and all related hardware
 - Spare Parts
 - Demolition and Salvage
 - Seismic Calculations
 - Raceway Systems Drawings



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714.255.8590
www.trimaxsystems.com

- Networking infrastructure or architecture modifications to existing facilities.
- Any 3rd party testing, harmonic testing/analysis, protective device coordination study, short-circuit analysis, or Arc-Flash Risk Assessment (AFRA) services.
- ISA process control loop diagrams.

Terms and Conditions

- Quote is firm for 30 days unless otherwise stated.
- Unless otherwise stated above, price does not include any sales tax, use tax, or applicable fees; please apply any taxes and/or fees as appropriate. Please note that all invoices will include sales tax where applicable.
- Trimax price is FOB factory, full freight allowed.
- Trimax warranties against defect in design workmanship and materials for a period of one year from date of installation and does not exceed 18 months from the date of shipment from the factory.
- Trimax carries liability insurance, with full workman's compensation coverage.
- Terms are net 30 days on approved credit accounts.
- Interest will be applied to all past due invoices.
- All merchandise sold is subject to lien laws.
- Final retention to be paid within 10 days after the project notice of completion.

Please feel free to contact us at (972) 672-1855 to discuss any questions or comments you may have regarding this quotation.

Sincerely,

Kathy Sexton
Trimax Systems, Inc.





CORPORATE OFFICE
8440 Florin Road
Sacramento, CA 95828
916.395.8800
<https://tescocontrols.com>

TRIMAX BREA
565 Explorer Street
Brea, CA 92821
714.255.8590
www.trimaxsystems.com

Terms and Conditions

1. **Parties to the Agreement.** This agreement (the "Agreement") is between Trimax Systems, Inc. ("Trimax"), and the entity from whom a purchase order is issued following receipt of the attached proposal or bid (hereinafter "Client"). By issuing a purchase order for the goods and services quoted or bid by Trimax in the attached proposal or bid, Client agrees to be bound by the terms of this Agreement. Trimax's proposal or bid is made expressly conditional on the acceptance of these terms and conditions. Terms in Client's purchase order that are in addition to or not identical with the terms of this Agreement will not become part of this Agreement.

Trimax and Client are collectively referred to in this Agreement as the "Parties."

2. **Goods and Services to be Provided.** Trimax agrees to provide to Client the goods and services required to perform the tasks set forth in the attached proposal or bid. The end product contemplated by the attached proposal shall be referred to herein as the Product.

3. **Price.** The price to be paid by Client shall be that stated in the attached proposal. Any additional work to be performed by Trimax related to the Product will be paid according to the terms and conditions of the attached Standard Rate Sheet.

4. **Identification and Risk of Loss:** Identification of any goods provided under this Agreement shall be pursuant to Commercial Code Section 2501, and shall occur upon tender and delivery of the goods to the Client's designated carrier. Risk of loss of the goods shall pass from Trimax to the Client on such tender and delivery.

5. **Time and Method of Payment.** Client shall pay the price for any goods and services within 30 days after receipt of invoice for the goods and services. If payment is not made within the first 30 days of the date of invoice, Trimax shall be entitled to charge interest at the maximum legally accepted rate on the unpaid balance commencing on the date of the invoice.

6. **Client's Rights in the Product.** By this agreement Client purchases and shall obtain a right to own and possess the physical hardware of the Product. Client shall also be entitled to own all of the uniquely designed software drafted to achieve the purposes of the project identified in the attached proposal. Other than those rights specifically granted and expressly transferred to Client in this agreement, Client shall have no proprietary interest in the goods or services provided pursuant to this Agreement.

7. **License to Client.** Client is hereby granted a perpetual, non-exclusive, non-transferable license to use the software being produced pursuant to this Agreement upon full payment of the price required herein, with no right to copy, sublicense, alter, decompile or develop derivative works. Client expressly acknowledges that Trimax will use its proprietary work product in the process of developing the Product, and that it retains ownership of such proprietary work product. Trimax may also incorporate into the Product certain other proprietary software programming.

8. **Third Party Warranties.** To the extent the third party hardware and software components of the Product are subject to warranties or licenses by their manufacturer(s) and/or authors, Client shall be entitled to the warranty and/or registration cards therefore, shall be considered the registered owner of the components, and shall look exclusively to those warranties for redress should the component malfunction or otherwise be defective.

9. **Indemnification and Hold Harmless.** Client shall indemnify Trimax and its employees, officers, directors, agents, and distributors from and against any loss, cost, liability or expense (including court costs and attorneys' fees incurred) arising out of any claim by any third party alleging damages caused by Client's acts and/or omissions in the performance of this Agreement or the use of the Product by Client.

10. **Remedies and Applicable Law.** This Agreement shall be governed by California law without application of its conflicts of laws provisions. Any action commenced on this Agreement shall be venued in Orange County, California.

11. **Modifications.** This contract can be modified or rescinded only by a writing signed by both of the Parties or their duly authorized agents. Any terms and conditions contained on any purchase order, invoice, bill of lading or other document generated by Trimax or Client which are in conflict with or in addition to the terms and conditions of this Agreement shall be null and void.

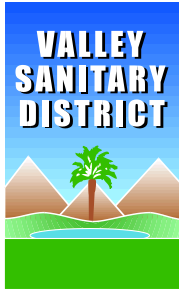
12. **Integration Clause.** This Agreement constitutes the entire agreement between the Parties with respect to the contemplated relationship between the parties, and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, agreements and understandings of any nature whatsoever related to this contemplated Agreement, except as modified by the specific terms set forth in the attached proposal.

13. **Attorneys Fees.** If any dispute arises out of the interpretation of or performance under this Agreement, the prevailing party in any suit, arbitration or mediation shall be entitled to the attorney's fees it reasonably incurs as a result of that dispute.

14. **Limitation of Liability.** IN NO EVENT SHALL TRIMAX BE LIABLE TO CLIENT FOR ANY LOSS, INCONVENIENCE OR DAMAGE, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE, WITH RESPECT TO THE PRODUCT.

15. **Cancellations and Changes.** Orders, once placed and accepted, can be cancelled or changed only with the consent of Trimax, in which case, Trimax shall be entitled to reasonable termination charges consisting of a percentage of the order price reflecting the percentage of the work performed prior to termination or change plus actual costs relating to termination.

16. **Force Majeure:** Trimax shall not be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of Trimax, including, without limitation; fire, explosion, power failure, acts of God, war, revolution, civil commotion, terrorism, or acts of public enemies, any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body, or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts. In such event, the party affected shall be excused from such performance on a day-for-day basis to the extent of such interference (and the other party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with



**Valley Sanitary District
Board of Directors Meeting
August 13, 2019**

TO: Board of Directors
THRU: Beverli A. Marshall, General Manager
FROM: Ronald Buchwald, District Engineer
SUBJECT: **Certificate of Acceptance for sewer main improvements**

<input checked="" type="checkbox"/> Board Action	<input type="checkbox"/> New expenditure request	<input type="checkbox"/> Contract Award
<input type="checkbox"/> Board Information	<input type="checkbox"/> Existing FY Approved Budget	<input type="checkbox"/> Closed Session

Recommendation

It is recommended that the Board of Directors accept the Certificate of Acceptance for sewer main improvements for the Walmart Development and authorize the General Manager to sign and have notarized the Certificate of Acceptance for recording purposes.

Background

VSD entered into a Development – Sanitation System Installation Agreement (Installation Agreement) in November 12, 2013, with Wal-Mart Real Estate Business Trust (Developer) for the installation of sewer mains, manholes and appurtenances. This work was completed and approved by VSD in September 2015. The Installation Agreement was recorded and is now tied to the property.

The Developer is requesting to have this Certificate of Acceptance recorded to the property to show that the Installation Agreement has been satisfied. This document has been reviewed and approved by VSD's legal counsel. It is also recommended by legal counsel that this document be recorded for each development going forward after the completion and approval by VSD staff to document the acceptance of sewer main improvements for each development.

Fiscal Impact

None

Attachments

Attachment A: Certificate of Acceptance for sewer main improvements

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

**VALLEY SANITARY DISTRICT
45-500 VAN BUREN
INDIO, CA 92201**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**INDIO, CA
STORE No. 2181-00**

**VALLEY SANITARY DISTRICT
CERTIFICATE OF ACCEPTANCE**

VALLEY SANITARY DISTRICT
CERTIFICATE OF ACCEPTANCE

Wal-Mart Real Estate Business Trust a Delaware statutory trust (“**Developer**”) constructed certain improvements pursuant to the terms and conditions of that certain Development-Sanitation System Installation Agreement (“**Installation Agreement**”) between Developer and Valley Sanitary District (“**VSD**”) dated November 12, 2013, relating to the development of the Pacific Indio Retail Center on that certain real property described on Exhibit “A”, attached hereto and incorporated herein by reference. The improvements constructed pursuant to the Installation Agreement are in the locations depicted on Exhibit “B”, attached hereto and incorporated herein by reference. The Installation Agreement was recorded in the Official Records of the County of Riverside on December 11, 2013, as Instrument No. 2013-0576171. This is to certify that the work has been accepted by VSD, and the Installation Agreement is terminated, released and removed of record.

IN WITNESS WHEREOF, the parties have executed this Certificate of Acceptance as of this 24 day of June, 2019.

“VSD”

Valley Sanitary District

By: _____
Name: _____
Its: _____
Date: _____

“DEVELOPER”

Wal-Mart Real Estate Business Trust, a Delaware statutory trust

By: David J Spink
Name: Barry J Spink
Its: Sr. Real Estate & Portfolio Mgr II
Date: 6/24/19

This Notary Acknowledgement is attached to a document entitled *Valley Sanitary District Certificate of Acceptance*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Arkansas)
)
COUNTY OF Benton)

On June 24, 2019 before me, Lisa M. Garcia, Notary Public
(insert name and title of the officer)

personally appeared Darryl Spinks,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lisa M. Garcia (Seal)

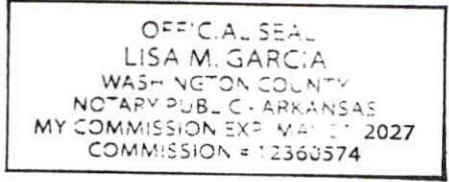


EXHIBIT "A"
LEGAL DESCRIPTION

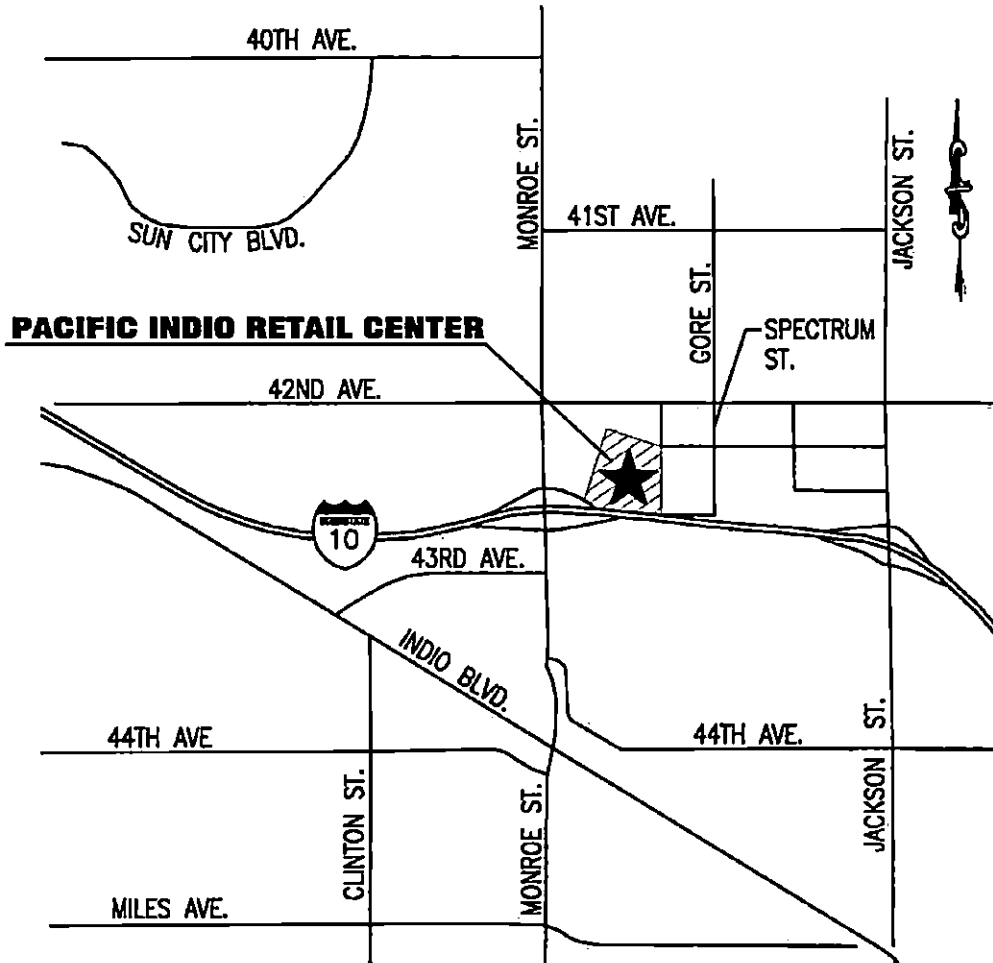
That certain property situated in the City of Indio, County of Riverside, State of California, and more particularly described as follows:

PARCELS A AND B OF LOT LINE ADJUSTMENT 2013-04, IN THE CITY OF INDIO, RIVERSIDE COUNTY, CALIFORNIA, PURSUANT TO CERTIFICATE OF COMPLIANCE RECORDED AUGUST 14, 2013, AS INSTRUMENT NO. 2013-0398005.

EXHIBIT A

EXHIBIT "B"

DEPICTION OF IMPROVEMENTS

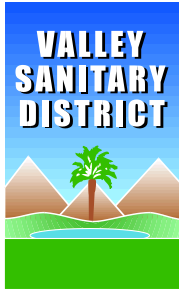


SITE LOCATION MAP

NOT TO SCALE
TOWNSHIP 5S. RANGE 7E. SECTION 14

PACIFIC INDIO RETAIL CENTER
82-491 AVENUE 42, INDIO, CA
APN 610-080-052, 610-080-054 & 610-080-031

PARCELS A & B OF LOT LINE ADJUSTMENT 2013-04 IN THE CITY OF INDIO, RIVERSIDE COUNTY,
CALIFORNIA PURSUANT TO CERTIFICATE OF COMPLIANCE RECORDED AUGUST 14, 2013
AS INSTRUMENT NO. 2013-0398005 IN OFFICIAL RECORDS OF RIVERSIDE COUNTY



**Valley Sanitary District
Board of Directors Meeting
August 13, 2019**

TO: Board of Directors

FROM: Beverli A. Marshall, General Manager

BY: Ron Buchwald, District Engineer

SUBJECT: Provide 30-Day Notice to Terminate and Authorize General Manager to Execute a Contract with Superior Protection Consultants for Onsite Security

<input checked="" type="checkbox"/> Board Action	<input type="checkbox"/> New expenditure request	<input checked="" type="checkbox"/> Contract Award
<input type="checkbox"/> Board Information	<input checked="" type="checkbox"/> Existing FY Approved Budget	<input type="checkbox"/> Closed Session

Recommendation

Staff recommends that the Board of Directors authorize the General Manager to provide a 30-Day notice to terminate VSD's contract with Ceja Security International (CSI) formerly known as Desert Resort Security, Inc. and award a contract with Superior Protection Consultants (SPC) to provide onsite security patrol during the evenings, seven days a week.

Background

In February 2018, the Board authorized the General Manager to enter a contract with Desert Resort Security (currently Ceja Security International) to provide security patrol services during the evenings, seven days a week. The security patrol services have been successful at preventing theft and vandalism. Over the past 8 months, staff has had issues with CSI including damaging District property by vehicle accident (twice) and finding the security officer asleep, sometimes utilizing pillows. CSI has paid VSD for the property damage it caused.

Staff sent out a request for proposals and found Superior Protection Services located here in Indio. After an interview with the Co-owner/Manager, Staff believes they will provide better quality service. They provide check-in point stickers around the plant site where the security guard is required to get out of the car and scan the sticker with their cell phone on a frequent basis to make sure they are driving the facility. This check-in scan is sent to the main office to verify they checked in. The cost is approximately \$10,000 more a year but staff believes this check-in service is worth the additional cost.

Fiscal Impact

SPC's contract amount exceeds CSI's contract by about \$10,000 annually. This additional cost can be offset by other savings within the adopted budget.

Attachments

Attachments: Letter of Proposal from SPC



PROPOSAL FOR

Security and Protective services

Mission Statement

“Providing Safety and Security services to clients who demand a higher level of professionalism, integrity and teamwork while creating a career path for our employees and exceeding industry standards for Protection and Customer services”



SUPERIOR
PROTECTION
CONSULTANTS

Focused. Complete. Secure.

TO WHOM IT MAY CONCERN

It is with great pleasure herewith we submit our proposal for the provision of security services. We hope that this may be the start of an exciting and productive relationship on what promises to be a worthwhile project.

Superior Protection Consultants (SPC) is a small security firm with extensive experience that includes; Executive/Celebrity Protection, Construction and worksite protection, Agricultural Protection, Country club and HOA protection services and School District Security services. At SPC we strive to accommodate our clients with the services needed to keep their property and possessions as safe as possible. We also strive to create positive and effective working relationships, not only with our employees but also with our clients.

Yours Sincerely,

Seth Dale
Owner/Qualified Manager
Superior Protection Consultants

Dustin Burt
Owner/ Executive Branch Manager
Superior Protection Consultants

“Exhibit A”

Cost Structure

Superior Protection Consultants will furnish The agreed upon property with licensed, bonded and insured security officers. Our hourly rates for this project are:

Unarmed Roving Security Guard - \$26.00 Per hour, Per Guard, This hourly rate includes all vehicle and fuel costs.

Guardtrax Automated tracking system – No charge to client

Random Supervisor checks – No Charge

Guard will be assigned to the sewage treatment plant at 45500 Van Buren St. Indio, CA. Responsibilities will include patrolling the requested areas and reporting any suspicious activity to the Police Dept. Guards are required to utilize the Guardtrax tracking system to record their patrols and any incidents they come across.

Guardtrax is an automated tracking system that allows for tracking of the activities of the on duty Guard. The Guard is also required to scan various checkpoints throughout the property and record photos of any abnormal activity. This system is provided at no cost to the client and is very helpful in monitoring the Guards activity in “real time”.

Account Manager(s) time is not billed in any way to the client, Our account manager(s) will be on site approximately 8 hours per week at un-announced times to check up on the account supervisor and the assigned security guards.

Overtime – Overtime is only billed for guards that are requested to stay past their regular 8 hour shift.

Holidays are normally billed at time and a half. Superior Protection Consultants recognizes federally recognized holidays only.

Uniforms and equipment are never billed to any of our clients..

Pre-employment drug testing costs are not billed to any of our clients. Random drug testing costs are never billed to any of our clients.

Training and in-service seminars and coursework are not billed to any of our clients.

Company Contact

Seth Dale - Owner/Qualified Manager

Phone (760) 262-7210

Email sdale@superiorprotectionconsultants.com

Available 24 Hours

Dustin Burt - Owner/Executive Branch Manager
Phone (760) 702-4056
Email dburt@superiorprotectionconsultants.com
Available 24 Hours

Superior Protection
Consultants

Exceptionally Trained and Rigorously Screened
Uniformed Security Professionals

Superior Protection Consultants will provide you with certified, licensed, insured, and bonded Security Guards. Each Security Professional has been screened to the standards of the United States Government Secret Clearance Program.



- 1) Superior Protection Consultants offers supervisory personnel to insure strict adherence to our general orders and your rules, regulations and ordinances. Superior Protection Consultants supervisors are utilized as a liaison between Superior Protection Consultants and our clients. Supervisors are on duty 24 hours a day, 365 days per year for your convenience and will regularly make spot checks to prevent the issue of complacency. It is our belief that in order to assure the best quality of service that we stand by, we must keep close relationships with our personnel both on and off duty.
- 2) At Superior Protection Consultants, all of our security guards will be equipped with two-way radios or equivalent to ensure constant communication with our management team.
- 3) Each and every security guard will be in-serviced regularly regarding your specific site to further enhance the protection we provide.
- 4) The quality we bring to your environment begins long before you see our security guards. At Superior Protection Consultants we believe that our employees are the face of our company and stress an importance on verifying all of our applicants references as well as training and qualifications.

Training

Superior Protection Consultants conducts training that exceeds that of any of our competitor's programs. The knowledge of our management team is passed on to our new employees. In addition to the state mandated certification courses, Superior Protection Consultants personnel must attend:



- A. 24-hour Patrol Techniques & Criminal Law Training
- B. 16-hour Customer Service Seminar
- C. Verbal De-escalation and Incident Mitigation training
- D. Report Writing Training

Method

- 5) Our uniformed security guards are trained to act as a criminal deterrent by staying visible and being aware of all their surroundings at all times. Simply put, our guards are encouraged to be an approachable source of information to patrons, residents and employees. Letting the public know that we are there for them generates a feeling of community and safety.
- 6) The placement of our security guards is what generally places Superior Protection Consultants in the position to confidently describe the implementation of our security guard project as authentic. Our security guards are trained to make visible foot/vehicle patrols throughout their posts in undetermined patterns. We encourage our personnel to interact with your patrons and employees in addition to standing a fixed post.

Compliance



situations.

The management, having over 15 combined years of security experience and law enforcement training, has realized that prevention of crime can be accomplished by utilizing tactical approaches, rather than accusations and the traditional methods of our predecessors. The art of “*verbal judo*” is commonplace in our organization and has often been effective in deescalating volatile

Uniforms

- 6) Our uniformed security guards are outfitted with Green shirts, and BDU style Black or Khaki pants to give them a professional but somewhat tactical look. Security Guards are required to keep their shirts tucked in and their uniforms pressed to maintain a professional appearance.
- 7) We do not require our Security Guards to carry handcuffs or less than lethal weapons but we do allow it. These can include; Pepper spray and a baton. If our Security Guards do carry any of the pre mentioned objects, their certifications are verified and kept on file.

Supervision

- 8) Our supervisors are charged with scheduling, assigning security posts, and acting as liaison between the Board of Directors and our client. Supervisory personnel are available to you 24 hours every day in order maintain quality assurance and customer service on behalf of Superior Protection Consultants.

Cost



Superior Protection Consultants will provide you with a forensic breakdown of our costing specifications. Superior Protection Consultants maintains a philosophy that in order to retain the highest quality security professionals in the industry, we must compensate them commensurate to their qualifications. Our costing structure provides for a well-paid security professional and a conservative rate to our client.

Projected start date- TBD

Shift Hours – 9PM – 5AM – 8 Hours per day, 7 Days per week

Hourly rate - \$26/Hour per Guard (this includes the cost of a vehicle/fuel

Weekly cost per Guard - \$1,456.00

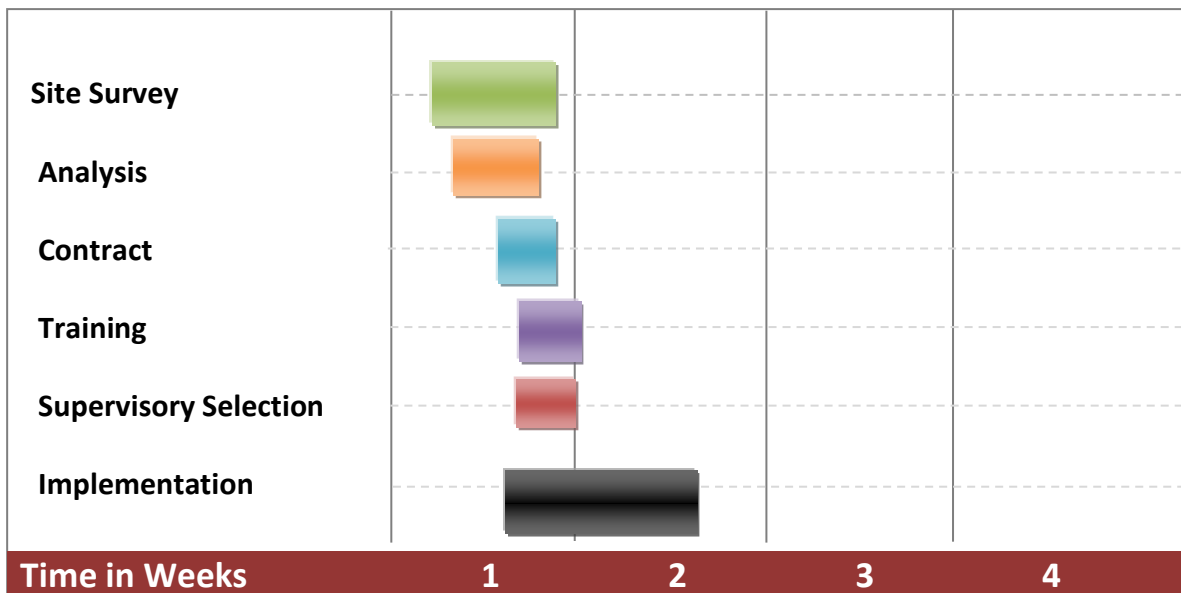
Monthly cost - \$6,240.00 (based on a 30 day month)

Please keep in mind this is a proposal for one “roving” guard, any additional guard requests will be billed accordingly.

Superior Protection Consultants maintains insurance with a \$2 million dollar aggregate coverage. Our Legal Division recommends that in order to protect our assets as well as yours, we must maintain financial security in full force and effect at a level that far exceeds industry standard.



Security Service Project Schedule



Having reviewed in detail your request for proposal particulars and understood the scope and schedule of the project, Superior Protection Consultants has put together a first class team of security professionals who we think are particularly suited to the project. We have selected prospective supervisory personnel on their ability and suitability for the type of project, and of course their availability to start right away if we are fortunate enough to be appointed.

Pictured above is a preliminary plan for project development. Superior Protection Consultants will partner with you in every stage of this project and act as both consultants and colleagues to work in a manner commensurate with both of our agency's relative skills – bringing greatly enhanced value to the project.

Executive Protection



- ✓ Discrete Bodyguard Service
- ✓ BDU Bodyguard Service
- ✓ Armed Transport Service
- ✓ Residential Protection Details
- ✓ Corporate Protection Details
- ✓ Prisoner Extradition

Uniformed Security



- ✓ Healthcare Facilities
- ✓ Residential Complexes
- ✓ Corporate Buildings
- ✓ Loss Prevention
- ✓ Retail Venues
- ✓ Parking Lots
- ✓ Governmental
- ✓ Bike Patrol
- ✓ Hotel Security
- ✓ Construction Sites
- ✓ Any type of property not listed can be assessed and security guards can be provided based on the needs of the client.



- ☑ Physical Safety and Security Tours of Each Property
- ☑ Review of Incident Reports & Other Foresee-ability Issues
- ☑ Property Manual Review and Preparation
- ☑ International Travel Security Consulting & Protection Service
- ☑ Review of Property Security Procedures and Equipment
- ☑ Management and Employee Safety & Security training
- ☑ In-house Security Rules and Procedures



PRIVATE PATROL OPERATOR

License No. PPO119782

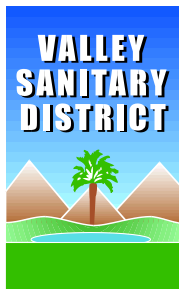
Valid Until: 05/31/2020

Receipt No. 3444

SUPERIOR PROTECTION CONSULTANTS
82948 RUSTIC VALLEY DR
INDIO, CA 92203-2102

In accordance with the provisions of Division 3, Chapter 11.5 of the Business and Professions Code, the company named hereon is issued a Private Patrol Operator License Renewal.

----- NON-TRANSFERABLE ----- POST IN PUBLIC VIEW -----



**Valley Sanitary District
Board of Directors Meeting
August 13, 2019**

TO: Board of Directors

THROUGH: Beverli A. Marshall, General Manager

FROM: Joanne Padgham, Administration & Finance Manager

SUBJECT: **Discuss and Authorize the General Manager to Execute a Contract with NBS to Perform a Rate and Capacity Fee Study and Assist with the Public Hearing Process in an Amount Not to Exceed \$70,000**

<input checked="" type="checkbox"/> Board Action	<input checked="" type="checkbox"/> New Budget Approval	<input type="checkbox"/> Contract Award
<input type="checkbox"/> Board Information	<input type="checkbox"/> Existing FY Approved Budget	<input type="checkbox"/> Closed Session

Executive Summary

The purpose of this report is for the Board to discuss hiring a consultant to conduct a rate study and assist with the public hearing process for Fiscal Year 2020/21.

Fiscal Impact

The fiscal impact will be approximately \$70,000, which will need to be authorized from reserve funds.

Background

In the past, the District worked with Municipal Financial Services to perform an independent rate review of the operating sewer use fee, capacity connection charge, and rate model. These fees were last reviewed in Spring 2019 but were not implemented. The Board has expressed a desire for an updated analysis that can be more readily understood by the Board as well as the rate payers.

NBS conducts a wide variety of services for over 350 public agencies including cities, counties, and special districts. The firm is a Business Affiliate member of the California Special District Association and frequently conducts trainings on a variety of financial topics as part of its NBS University program.

Recommendation

Staff recommends that the Board of Directors authorize the General Manager to execute a contract for with NBS to perform a rate study and assist with the public hearing process in an amount not to exceed \$70,000.

Attachments

Attachment A: Proposal from NBS



32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516 (P) 951.296.1997
nbsgov.com

August 6, 2019

Beverli Marshall
General Manager
Valley Sanitary District
45500 Van Buren Street
Indio, CA 92201

Subject: Proposal for Sewer Rate and Capacity Fee Study

Dear Beverli,

Thank you for providing the opportunity to submit this proposal to prepare a Sewer Rate and Capacity Charge Study for Valley Sanitary District (District). We understand the District needs a comprehensive review and update of the Sewer Rates and Capacity Charges. There are three primary objectives this study will achieve:

- **Sustainable Financial Plan** – A long-range financial plan will be developed that thoroughly evaluates the financial needs of the District. The plan must ensure the District has sufficient funding to meet its operation, maintenance and capital rehabilitation/replacement needs in the long term (20 years).
- **Updated Rate Structure** – An updated sewer rate structure will be developed based on the financial plan and subsequent cost of services analysis. Various alternatives will be evaluated in this study, including rate structures that include a volumetric component based on estimated volume and strength of wastewater discharged by each customer class.
- **Capacity Charges** – Capacity Charges will be calculated that reflect the cost of infrastructure improvements which are needed to serve new development and are appropriate for each customer class.

In addition, NBS will review policies related to rates and capacity charges to confirm the District's practices conform to industry standards.

We sincerely would like to work on this project and help the District move forward. Please contact me 800.676.7516, or via email at kboehler@nbsgov.com if you have any questions or concerns.

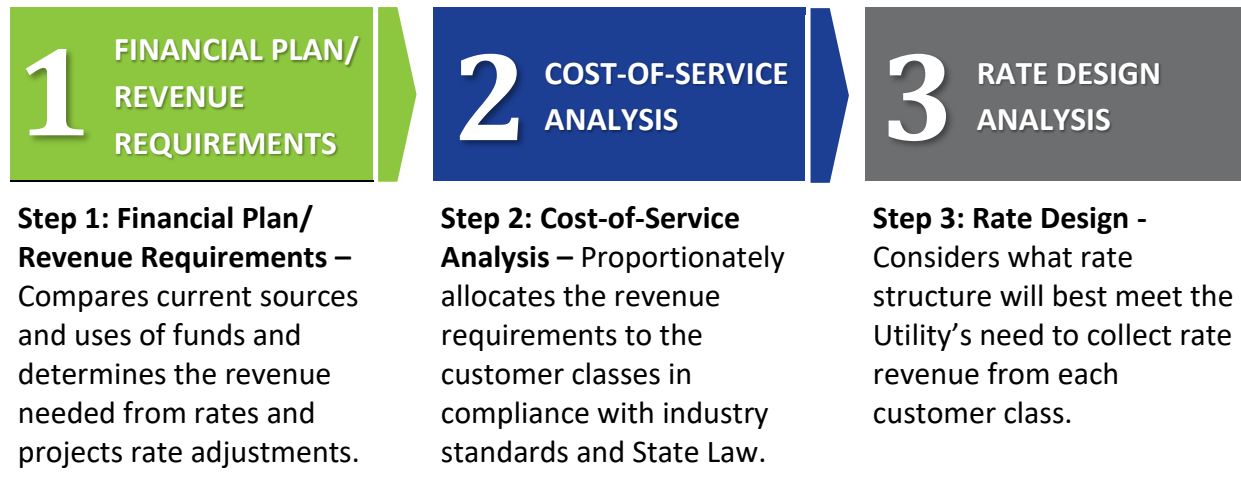
Sincerely,

A handwritten signature in blue ink that reads "Kim Boehler".

Kim Boehler
Director

SCOPE OF SERVICES

NBS maintains established industry standards in rate and fee setting by utilizing the cost-of-service principles embodied in the Water Environment Federation Financing and Charges for Wastewater Systems (Manual of Practice No. 27) and the American Water Works Association (AWWA) Principles of Water Rates, Fees, and Charges¹, also referred to as Manual M1. NBS will address the Proposition 218 requirement that rates not exceed the proportionate cost of providing the service. The figure below shows our process to develop sewer rates.



NBS will work cooperatively with District staff, management and stakeholders to develop a financial plan and rate recommendations that are well suited to the District’s needs. Based on this input, we expect to make adjustments that yield more practical and implementable rates. NBS will provide the leadership necessary to guide the District through the various issues, and will explain the key concerns and the strengths and weaknesses of the various options. Our detailed project approach follows.

Task 1. Kickoff Meeting and Data Collection

NBS will hold a kick-off meeting with District staff at the beginning of the study to review and discuss the general data requirements and the data from the billing/accounting system. We will review the study objectives, tasks, and schedule. In addition, a preliminary plan for public presentations will be discussed with District staff during this meeting. The essential data required to conduct the study includes information such as:

- Financial data typically reported in financial statements.
- Asset records, including a depreciation schedule for assets.
- Capital Improvement and/or Master Plans.

¹ Principles of Water Rates, Fees, and Charges, Manual of Water Supply Practices, M1, AWWA, seventh edition, 2017.

- Customer billing information that includes: meter sizes, customer class and monthly water consumption, for each customer.
- Water consumption data that includes monthly water consumption, for all customers in the District.

Task 2. Financial Plan

NBS will prepare a financial plan for the District that details revenue, expenditures, reserves, debt coverage ratios, capital improvement costs, repair and replacement costs and net revenue requirements. Task deliverables will include:

- 20-year financial projection model that will serve as a financial “roadmap” for the District.
- Summary of current and projected net revenue requirements.
- Update reserve fund policies and targets potentially including reserves for operations, rate stabilization, repair and replacement, debt service and capital projects.
- Projected year-end reserve fund levels.
- Calculated debt service coverage ratios.

This financial plan will lay the groundwork for the cost-of-service and rate design analyses addressed in Tasks 3 and 4. The following subtasks are anticipated:

- 1. Projected Revenues and Expenditures** – NBS will prepare a 20-year model projecting revenues, expenses and increases in rate revenue needed to meet all obligations. The analysis will use a cash-basis view of the District’s system of accounts. The work will provide the District with a financial tool that is able to model rate adjustments, varying operating and maintenance costs, infrastructure improvements, debt issuance, asset replacement and appropriate reserve fund levels. The District’s projected customer growth rates from master plan documents and planned cost inflation factors will be incorporated into the analysis.
- 2. Evaluate Reserve Fund Sufficiency** – NBS will evaluate the sufficiency of existing reserve funds, target reserves, reserve fund policies, and related issues such as meeting debt service coverage ratios and other rate covenants. We will consider costs for operations, maintenance, capital and equipment rehabilitation/replacement while balancing the need for rate stabilization. NBS will provide recommendations for reserve fund targets that are tailored to the District’s specific needs. If it is determined a deficit in reserve levels exists, we will consider a phased approach to funding reserves to minimize the impact to ratepayers.
- 3. Review Capital Improvement Program Funding** – NBS will incorporate the District’s plans for new facilities, infrastructure improvements, and asset replacement into the financial plan. We will evaluate the timing, costs, and available reserves needed to fund all projects. NBS will collaborate with District staff to refine a well-conceived approach to funding these capital needs. The solution will include an appropriate balance between rate and capacity charge funded projects, and if necessary, the use of outside financing. NBS will develop up to three scenarios of capital improvement program funding for modeling and comparison purposes.

Task 3. Analyze Customer Data

NBS will analyze the District's customer data and monthly water consumption data² for non-residential customers in order to develop estimated sewer flows contributed by these customers to the District's sewer system. This task will require the District to obtain water consumption data from the water providers in its service area. NBS will take the lead in matching the water provider account data to its parcels, so that we can develop the sewer flow estimates for non-residential customers, that can be used in developing volumetric sewer rate alternatives. An overall class average will be used to develop estimated sewer flows for residential customers.

Task 4. Cost of Service Analysis

The revenue requirements will be equitably allocated to individual customer classes based on industry standard methodologies. NBS will review the District's existing customer classifications and analyze the historical usage characteristics to determine if any changes should be made in order to comply with industry standards. The main components of the cost-of-service analysis are as follows:

Classification of Expenses – NBS will rely on the District's budget to classify all expenses to their various cost components, such as flow (volume), strength (BOD or COD and TSS), and/or customer related costs.

Develop Customer Usage Statistics – NBS will develop the customer usage statistics, or allocation factors that will be used to assign costs to each customer class. The allocation will consider the water consumption data compiled in Task 3, the District wastewater treatment plant flow and loading data, and industry standard customer classification data. The factors that will be developed include:

- Volume Allocation Factor – develop estimates of the total volume of wastewater treated for each customer class.
- Strength Allocation Factors –develop estimates of the pounds of BOD/COD and TSS treated for each customer class.
- Customer Allocation Factors – calculate the number of customers by customer class in the District's service area.

Allocation of Costs to Customer Classes – The costs are apportioned to individual customer classes based on the allocation factors specific to each cost classification, producing fixed and variable revenue requirements for each customer class. These allocations will be used in the actual rate calculations for each customer class.

Task 5. Rate Design Analysis

NBS will provide up to three sewer rate structure alternatives for the District's consideration. NBS and District staff will then review the current rate structure and the new rate alternatives to ensure that the new proposed rates meet the District's broader rate design goals and objectives. The following subtasks are anticipated:

² Water consumption data will be provided by Indio Water Authority and the other water service providers in the District's service area.

Develop Rate Design Recommendations – Proposed sewer rates will be developed based on the cost of service analysis and will include a discussion of the relative merits (pros and cons) of the current rate structure and the new alternatives. This discussion and analysis will include issues such as

- The amount of revenue collected from fixed vs. volumetric charges.
- Compatibility with the District’s existing billing procedures.
- Simplicity and ease for the public to understand and for the District to efficiently administer.
- Availability of the data necessary to switch to another rate design (e.g., a residential and/or commercial rate design that relies on winter-average or monthly water consumption).
- Relative merits in promoting fairness, equity and defensibility of each alternative.
- Defensibility in terms of complying with Proposition 218 proportionality requirements.

The rate structure alternatives selected will ultimately provide the basis for comparing customer bills under both the current and proposed rate structures. However, all proposed rate structures will be “revenue neutral” because they will all collect the same amount of revenue, both in total and within each customer class.

Develop Rate Schedules and Bill Comparisons – NBS will develop a 5-year sewer rate schedule for the rate alternatives developed in this task and prepare an analysis of typical sewer bills for each customer class under existing and proposed rates.

Task 6. Capacity Charge Analysis

NBS will update the District’s Capacity Charges. The goal of this analysis is to develop fees that appropriately recover the cost of infrastructure necessary to serve new development and are consistent with applicable legal requirements and industry standards.

Overview of Capacity Charge Calculations: In their simplest form, capacity charges are the result of dividing the cost (or value) of the system’s current capacity plus planned capital improvements by the expected number of new customers. The two most common approaches are often referred to as (1) a “buy-in” approach, whereby new users pay for their fair share of existing system assets that were originally paid for by current customers, and (2) an “incremental” or “marginal” approach that assumes capacity charges should fully cover the costs of all new (or “incremental”) system facilities required to provide them sufficient capacity in the system. Depending on the remaining system capacity, a combination of these two approaches is often used. NBS will develop an appropriate methodology that complies with industry standards and will appropriately reflect the cost of planned capital improvements and projected growth. The following subtasks are anticipated:

Develop Asset Values – The actual methodology of estimating the value of existing system assets (such as collection, pumping and treatment) is important to the outcome. For example, using *current book values* typically underestimates the “true value” of facilities. Our experience shows a *replacement-cost-less depreciation* approach usually provides a better estimate of the true value of assets. We will use the *replacement-cost-less depreciation* approach to estimate the value of the District’s assets and propose using the Handy-Whitman Index of Public Utility Construction Costs. This guide is a region specific index that tracks costs for water utility construction. We believe this is the most accurate inflation index

available to water and sewer utilities. We recommend the District use this index to project inflation costs for capacity charges.

Once the values of the existing and planned (that is, incremental or marginal) system assets are estimated, these values are allocated to existing and new customers. NBS will assess the equity of how these values are allocated to existing and new customers, and then divide the amount allocated to new customers by the system capacity, typically measured in equivalent dwelling units (EDU's) or equivalent meter units (EMU's). This calculation determines the maximum cost the District can charge for a new connection.

Calculate and Recommend New Capacity Charges - The total costs allocated to growth (or value of the system assets available to serve new customers) are divided by the available capacity in EDU's, as determined by the system capacity available to serve new customers.

NBS will consider two methods of estimating the capacity available to future customers: (1) calculate all available remaining capacity, and (2) calculate expected number of EDU's that would be added to the system. This second approach could be less than the available remaining capacity. For example, if there are 5,000 EDU's of remaining capacity in the system, but realistic growth is only 3,000 EDU's, then the smaller number would be used to calculate the capacity charge. Based on this analysis, NBS will review the new capacity charges with District staff and recommend the alternative that best meets its needs.

Task 7. Regional Rate and Capacity Charge Comparison

NBS will compare current and proposed sewer rates and capacity charges to ten neighboring communities compare the District's rates and charges to other nearby sewer service providers. The results of this comparison will be presented in the study report and in public presentations. The comparisons will provide District staff and the Board with a snapshot of the cost of providing sewer service to customers in the region.

Task 8. Prepare Study Report

We will prepare a study report that includes proposed rates for the next 5 years. An executive summary and introduction will present the purpose of the report and results of the study. Tables, graphs, and charts will be used as appropriate, but the emphasis will be on providing a clear, concise and understandable report that will provide the District with a thorough administrative record that addresses:

- Findings and recommendations
- Overall study methodology, with reference to industry standards as needed
- 5-year financial plan, including a revenue and expense projection.
- Description of the capital improvement program, as provided by the District
- Supporting justification in the form of calculation tables that a judge and the general public could easily understand
- Appropriate figures and tables summarizing key aspects and results of the study
- Proposed sewer rates for a 5-year period
- Customer bill comparisons including current vs. proposed rates

- Proposed capacity charges

We will provide an electronic file in Microsoft Word format of the draft report for the District's review and comment. Once we have received the District's comments³, we will incorporate those comments into a final report.

Task 9. Meetings and Presentations

NBS will meet with District staff to review study results and recommendations throughout the project. We will also support the District in public meetings considering the new rates and capacity charges. The following meetings and presentations are anticipated for this study:

- 1. Meetings with District Staff** – NBS proposes to hold progress meetings with District staff via conference call or web meeting format. These meetings will be used to review initial work products and gain input on the direction of the study. We also expect to have regular phone conversations with District staff to discuss how the study is proceeding and solicit input.
- 2. Public Workshops Presentations** – NBS will provide up to three (3) meetings with the Board of Directors. In these meetings, NBS will present study results, recommendations, receive input and guidance on the direction of the study and answer questions. We will prepare a PowerPoint presentation for these meetings, which will include visual aids, graphics, charts and additional worksheets or handouts.

Please note: we are preliminarily planning for two public presentations for sewer rates one public presentation for the capacity charges. The number of meetings and presentations that NBS provides can be adjusted as necessary by District staff. We plan to discuss the number of meetings and plans for presentation at the kick-off meeting and will be prepared to adjust as needed throughout the study.

³ We assume District staff's comments will be in an electronic Microsoft Word file using track-changes mode.

PROJECT BUDGET

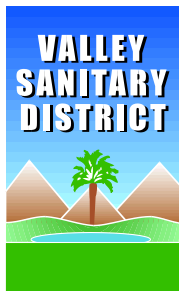
Our professional fees are based on our understanding of the District’s needs and the effort we believe is necessary to complete the scope of services described in our proposal. Work will be performed on a time and materials basis, at the hourly labor rates show in the tables below, with a fee of **\$69,780** (*plus the cost of any additional analysis needed to complete Task 3*).

Rate Study Tasks	Consultant Labor (Hours)				Grand Totals	
	Senior Review (Clumpner)	Project Manager (Boehler)	Senior Consultant/ GIS Support (Ghironzi, Jung)	Rate Consultants (Bou, Taylor)	Consultant Labor (Hrs.)	Consultant Costs (\$)
<i>Hourly Rate</i>	\$250	\$225	\$175	\$155		
Task 1 – Kick-off Meeting & Data Collection	-	6.0	6.0	12.0	24.0	\$4,260
Task 2 – Financial Plan	-	10.0	16.0	28.0	54.0	\$9,390
Task 3 – Analyze Customer Data ¹	-	6.0	16.0	12.0	34.0	\$6,010
Task 3 – Cost-of-Service Analysis	1.0	10.0	12.0	24.0	47.0	\$8,320
Task 4 – Rate Design Analysis	2.0	8.0	12.0	16.0	38.0	\$6,880
Task 5 – Capacity Charge Analysis	2.0	16.0	24.0	36.0	78.0	\$13,880
Task 6 – Rate & Capacity Charge Comparison	-	1.0	2.0	10.0	13.0	\$2,125
Task 7 – Prepare Study Report	2.0	12.0	8.0	16.0	38.0	\$7,080
Task 8 – Meetings and Presentations						
8.1 – Meetings with District Staff	-	8.0	8.0	8.0	24.0	\$4,440
8.2 – Public Presentations (three) ²	-	24.0	-	9.0	33.0	\$6,795
Task Totals	7.0	101.0	104.0	171.0	383.0	\$ 69,180
Reimbursable Expenses ³						\$600
GRAND TOTAL NOT TO EXCEED	7.0	101.0	104.0	171.0	383.0	\$69,780

1. Estimated level of effort to complete customer and water consumption data analysis. If it is determined that more hours are needed to complete the work, NBS will bill at the hourly rates listed for the additional time. No additional work will be performed without written authorization from District staff.
2. The number of public presentations can be adjusted as needed by District staff; if more than three presentations are needed, they can be provided at an additional cost.
3. Reimbursable expenses are estimated costs for the project team to travel to on-site meetings and presentations. These expenses may include travel, meals and document reproduction.

Additional services authorized by the District, but not included in the scope of services above, such as additional analysis, public meetings or rate alternatives will be billed at the labor rates shown below, or the then applicable hourly rates. All additional tasks would be mutually agreed upon by NBS and the District prior to proceeding.

Title	Hourly Rate
Senior Reviewer	\$250
Project Manager/Director	\$225
Associate Director	\$210
Senior Consultant	\$175
Consultant	\$155



**Valley Sanitary District
Board of Directors Meeting
August 13, 2019**

TO: Board of Directors

FROM: Beverli A. Marshall, General Manager

SUBJECT: **Discuss and Authorize the General Manager to Execute a Contract with a Consultant to Facilitate and Develop a Strategic Plan**

<input checked="" type="checkbox"/> Board Action	<input checked="" type="checkbox"/> New Budget Approval	<input type="checkbox"/> Contract Award
<input type="checkbox"/> Board Information	<input type="checkbox"/> Existing FY Approved Budget	<input type="checkbox"/> Closed Session

Executive Summary

The purpose of this report is for the Board to discuss hiring a consultant to facilitate and develop a strategic plan.

Fiscal Impact

The fiscal impact will be determined based on the consultant that the Board selects and ranges from \$25,000 to approximately \$50,000.

Background

It is in the District best interest to develop a strategic plan that articulates the mission, vision, and values of District and provides direction to staff in a written document. The current strategic plan, which established the District's mission statement, vision, and values, was developed several years ago with a mostly different Board of Directors. Now that three of the five directors have changed, and there is a new General Manager, it is an excellent time to revisit the strategic plan and update it to reflect the direction VSD will go moving forward from this point in time.

Staff contacted three consultants who work with public agencies to facilitate and develop strategic plans. The cost for these services ranges from \$25,000 to approximately \$50,000. The total cost will depend upon the Board's decision on how what level of engagement it wants to include for staff, key stakeholders, and the Board itself.

Recommendation

Staff recommends that the Board of Directors authorize the General Manager to execute a contract with Rauch Communications to facilitate and develop a strategic plan in an amount not to exceed \$25,000.

Attachments

Attachment A: Quote from BHI
Attachment B: Quote from Rauch Communications

Beverli Marshall, General Manager
Valley Sanitary District
Indio, CA

July 24, 2019

Subject: District Strategic Plan process

Per your request I am providing this proposal to work with the District to assist your District with a strategic plan. Included herein are qualifications, approach overview and associated costs for these services. The overall approach provides for the full development of a strategic plan. The planning effort will result in a strategic plan that will include input from various stakeholders, deliberate Board clarity and direction, District professional staff implementing steps and the usage and linkage between them all. The proposed assistance of BHI takes the District Management and Board through the entire process.

Most usually four or five key strategies may be spread across District functional areas. Such strategies are those that the public is expecting their public officials to proactively consider and address.

It is our hope that our years of experience having conducted over 100 strategic plans for special districts in California will serve the District well. Strategic planning, done properly, respects and demonstrates all aspects of good Governance. As such, Board governance and good Board dynamics is part of the workshop stage.

1. Approach and Methodology– In overview of the approach for our assistance in developing a strategic plan, work gets segmented into four stages:

- A. Reconnaissance Stage – Input gathering
- B. Board Workshop Stage
- C. Plan Development and Board Tone-check Meeting Stage
- D. Board Approval Stage

A. Reconnaissance Stage – this task will include the consultant gathering critical information about the District regarding its relevant past, its current position and its future. Also assessed in this phase is any relevant environmental factors that may have a bearing on the Plan update. This will be accomplished by meeting with the GM and designated staff, a review of any previous strategic planning activities, a review of last year of Board agendas and interviews with each Board member. Interviews will include a set of visioning questions to allow for those interviewed to look into the future.

This stage also includes conducting one input session for both the public at large and District staff.

The deliverables for this stage is to gain sufficient amount of background, perspective and vision to prepare for effective workshop time together. Getting the perspective of the public and of District staff, along with individual Board members provides the Board with broad and valuable perspective for conducting their own visioning workshop as outlines workshop described in B. below. All inputs gathered during this task will be presented at the Part B. workshop.

B. Board Workshop Stage – this task includes using the information gathered in the Task 1 above to provide a daylong Board workshop. The Consultant will outline the basics of good strategic thinking and planning. Relevant all inputs as well as business/environmental factors for presentation to the Board. All inputs gathered in Task 1 will be displayed for consideration during the workshop. This workshop serves as an opportunity for all involved to re-assert the place and value that strategic planning, and planning together, has for getting and keeping a public agency strong. Brent Ives, your facilitator is known as being highly experienced in this area.

The current Mission statement of the District will be considered and modified by the Board if desired. The Board will develop key directional Vision statements for to act as guide over the planning term. The Board Vision informs the development of the big picture strategic goals for the District and what is planned to be implemented and achieved. Strategic focus areas will be developed to organize the Plan. The Board acting as a collective refines of Mission, and develop the Vision and strategic focus areas as the prime deliverables for this workshop and task. The background of the facilitator will be critical in bringing the Board to clear consensus and direction for the future.

C. Plan Development - this task provides for the Consultant to work with staff to develop the written implementing plan to accomplish the Board's vision in the areas of agreed strategic thrust. In some cases, BHI will work with staff on these details through video-conferencing meeting for expediency. The process assures that the resultant draft plan implementation is properly aimed, formatted and moving in the direction as directed by the Board at the planning workshop. As such, this stage and process step includes the sharing of the draft plan with the Board at what is called the tone-check meeting to assure that it meets their understanding, desired direction and implementing process. This stage is proposed to include one more Board meeting, of shorter duration than the workshop, allowing for careful examination of implementing steps, then adjustments as needed prior to formal approval of the updated plan.

D. Approval Stage – BHI and District staff will assure that all guidance and inputs from the Board workshop and Tone-check meeting are clearly understood and included within the final plan.

When required, BHI can be present via video-conference for the Board meeting where formal acceptance and approval of the Plan is considered. Upon approval of the Plan, BHI shall provide the District with all digital files and formatting involved in the planning effort.

BHI will confirm that a management plan exists for the Plan before completing the assignment.

2. Qualifications – Mr. Brent Ives has worked with numerous public agencies across California dealing with organizational issues, primarily in optimizing operational approach for each agency as needed. Brent and his firm, BHI Management Consulting, has completed over 100 public agency strategic plans across California and is currently engaged with five similar projects with California Special Districts on strategic planning, public interface and internal teambuilding. Brent is a former elected City official (Council Member and Mayor, Tracy, CA - 23 years) and serves as a faculty member on the California Special Districts Governance Academy. He is educated in Organizational Behavior at the University of San Francisco, has 25 years experience as a technical manager for the Lawrence Livermore National Laboratory. The 14 years as a City Council Member, having recently completed an 8 years as directly elected Mayor, along with being an 18 year member/Chair of the San Joaquin Regional Rail (commute rail service) Commission, LAFCO Member, and a member/Chair of the Board of the San Joaquin Council of Governments, coupled with his weekly practice with public agencies on the west coast, provides Brent and his clients with undeniable experience with planning in the public sector.

Mr. Ives brings unique perspectives to the strategic processes. As an experienced elected official, Brent knows how boards must function to best fulfill their public trust and plan together with staff to make real and tangible strategic level improvements. He is an experienced manager who has led groups of engineers and technicians on complex multi-million dollar projects at the Lawrence Livermore National Laboratory and can understand the needs of staffs for clarity of direction. His education in Organizations allows him to apply that experience to your situation for your needs. Mr. Ives will be the sole consultant on this project. Brent and BHI is currently involved in four other strategic planning projects in the state.

3. Firm Organization and Project Team - BHI Management Consulting has been a sole-proprietorship consulting firm based in Tracy, CA for over 20 years. The Principal

of BHI is Brent Ives who will be the sole consultant and facilitator on this project. BHI is able to comply with all District insurance requirements for such a project.

4. Proposed Project Schedule – Our experience is that this process usually takes four to five months. One caveat to the proposed schedule is a planned and necessary surgery that may intersect with this schedule and make travel to the District difficult for up to 3 weeks. Those details would need to be worked out between BHI and District Management.

5. Proposed Project Costs – as stated above at the conclusion of each Task, the total effort fee is \$23420.00. The cost for each stage is a function of the expected time required by each. Brent Ives’ hourly fee is \$290.00/hr. Expenses are expected to be limited to travel costs including mileage to/from Tracy, CA, lodging and meals. These costs will be billed each month and clearly associated with each stage as they are worked and completed.

Valley Sanitary District Proposed Effort Costs	Principal (Ives) @ \$290/hr.		Editor @ \$80/hr.	LaborHours/task Total	Task Cost	Comments
	Hours	Hours	Hours	Hours		
<i>1a.- Strategic Input</i>	30	0		30	\$ 8,700.00	Completed in 1 or 2 trips
<i>1b.- Board Workshop and prep.</i>	16	0		16	\$ 4,640.00	One trip
<i>1c.- Plan Document Development</i>	32	10		42	\$ 10,080.00	Assumes three trips to meet with Staff plus two WebConferences
TOTAL PLAN	78	10		88	\$ 23,420.00	

ESTIMATED Expenses	Time or Expense			Cost Total	
<i>Travel Expenses</i>	Travel expense for in-District visits (assumes up to 7 trips)	Estimated expenses calculated. @ \$275/trip	7 total visits to District area	\$ 1,925.00	
<i>WebConferencing/telephone costs</i>	-	\$50/conference	4 WebConferences with ZOOM	\$ 200.00	
TOTAL ESTIMATED EXPENSES	0		0	\$ 2,125.00	
TOTAL COSTS				\$ 25,545.00	

This proposal letter is draft and the proposed approach is of-course negotiable, adding or refining portions or detail, as needed is expected upon negotiations. Feel free to contact me with any questions or needed further explanation.

Sincerely,

Brent H. Ives

Brent H. Ives, Principal
BHI Management Consulting
brent@bhiconsulting.com
(209)740-6779

DRAFT

Dynamic Public Outreach, Smart Strategic Planning

For local governments, special districts, and the engineering, environmental and law firms that support them.

DATE: August 6, 2019

PAGES: 14

TO: Beverli Marshall

FROM: Martin Rauch

RE: Strategic Plan Proposal

Thank you for your request for a proposal to assist Valley Sanitary District with development of a Strategic Plan.

Using proprietary techniques that have been honed through the successful development of strategic plans over nearly 50 years, Rauch Communication Consultants (RCC) will assist Valley Sanitary District to consider where it stands today, evaluate past achievements, address an increasingly challenging future, consider new opportunities, and ultimately provide the direction that will allow it to proceed confidently into the future.

The plan we propose to develop with the District would include a review and update of the strategic vision, mission, and values. It would also include strategic goals and objectives, along with an actionable implementation plan, and plan for oversight and monitoring.

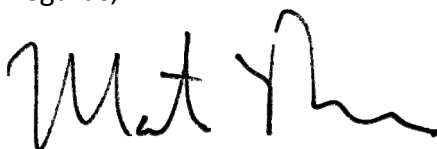
Ready to Hit the Ground Running

Here's why Valley Sanitary District would be well served by Rauch Communication Consultants (RCC):

- In-Depth Strategic Planning Experience, across hundreds of planning workshops and decades of strategic plans.
- Local and Regional Experience, around Coachella Valley, southern California and across the State, with every type of special district.
- We Know Sanitary—a majority of our clients are sanitary and water districts. We understand the industry, rates, finance, recycled water, and the issues faced by sanitary districts.
- Organizational and Governance Experts. We have worked with over 225 Special Districts over the years. We are faculty for the California Special District Leadership Academy and teach regularly at statewide conferences on planning and governance issues.
- Practical and Accountable Implementation Plans that provide useful and actionable guidance.
- Get-To-The-Point Approach. We have refined our approach to get maximum results quickly. We know you are busy, and we make every minute count.

Please contact me if you have additional questions or would like to discuss this proposal further.

Regards,



Martin Rauch, Senior Consultant

Project Understanding

Our understanding is that Valley Sanitary District is a well-run and financed district with a well-functioning Board of Directors. It has an existing Strategic Plan that was developed primarily by an previous General Manager. There is a desire, with this update, to incorporate broader staff and Board input into the plan.

This is a challenging period for most special District's and Valley Sanitary District also is facing substantial challenges. For example, staffing levels and succession planning are critical given the difficulty of hiring qualified people for the specialized work of the District. This raises the question of the appropriate staffing levels to balance cost, quality and responsiveness. There is ongoing pressure on rates and a rate study is planned; what is the District's philosophy on rates and how does that impact quality or risk? Given repeated droughts, tougher state water regulations and growing populations, recycled water is also a critical community issue.

In this environment, a facilitated Strategic Plan can be beneficial, even necessary, to proactively navigate upcoming challenges and identify opportunities that can be taken advantage of. In addition, Strategic Planning is a best practice that can further elevate the performance of Valley Sanitary District.

The Outcomes and Benefits Of Our Proposed Strategic Planning Process

We have found that our proposed facilitated strategic planning process provides the following benefits:

Excellent Introduction for Newer Board Members and to Build Consensus Around Priorities for the Entire Board. Our focus on a Board-centered workshop provide an ideal opportunity for both newer and longstanding directors to be exposed to all the key issues facing the District and to engage with their fellow directors and management team in-depth on these topics.

Help the District to Act Decisively and Proactively on Key Issues. In an era of rapid changes and ongoing challenges, Strategic Planning makes it possible to deal with all the key challenges proactively and in priority order. Strategic Planning provides an organized method for evaluating major programs, resolving challenges, and setting priorities in a way that is far more effective and comprehensive than in regular Board meetings or workshops.

Strengthen the appropriate role and authority of staff to implement policy direction at the same time the Board strengthens its policymaking role. Even in agencies with effective governance and management, the strategic planning process reinforces and strengthens both the Board's ability to set clear policy direction and the staff's authority and flexibility to carry it out.

Frees the Manager or Board President from Facilitating their own Workshop. Professional facilitation allows the entire management team and Board to participate fully in the workshop. It also brings an outside perspective that can be helpful. We have found that the facilitator can also share and help integrate experience gathered from dozens of other Districts with similar issues and challenges.

Project Approach

Rauch Communication Consultants proposes to use a step-by-step, proven approach to strategic planning that has been adapted to meet the needs of Valley Sanitary District. It may be modified following step 1 to further customize it to meet the specific needs of the District and the situation.

COORDINATION, REVIEW AND RESEARCH, INTERVIEWS AND PLANNING.

1. Kickoff, Review Relevant Documents, and Interviews. The purpose of the initial kickoff conference call is to clarify expectations, participants, process, documents to review, desired outcomes, and any other open issues. We would review other documents such as past budgets, the past strategic plan, etc.

Confidential Interviews. Experience has shown that one of the best tools for gaining insight into key issues facing an organization at the start of a strategic planning process is one-on-one confidential interviews with key individuals. The confidential interview process gives the people who have the greatest influence on the organization a chance to candidly express their interests, concerns, and perspectives. Out of these interviews arises a composite picture of the important issues that will help inform the Board strategic planning workshop that follows. Interviews provide the following benefits:

- Introduces the facilitator to the key participants, which helps the facilitator plan how to facilitate the specific involved players most effectively.
- Provides an arena for the facilitator to gather any sensitive information that people may feel uncomfortable bringing to the table. This helps the facilitator be prepared in the event there are any sensitive issues, and also allows the facilitator to ensure that all key issues are dealt with.
- Helps the interviewees to start thinking about their own goals and priorities.

We are proposing to interview the General Manager, three Department Heads, the entire Board, and three staff members (one from each department).

WORKSHOPS TO GATHER INSIGHT REGARDING CRITICAL ISSUES AND PRIORITIES.

Following the steps above, the consultant will have a much deeper understanding of the District, Board, staff, community and others. With the knowledge at hand, the consultant will evaluate the approach to the workshops describe here and determine if changes in the approach are recommended.

2. Workshop #1. The strategic planning workshops are the heart of the process. Our workshops are designed to engage all the participants, ensure everyone's perspective is voiced and heard, and obtain consensus on key issues rapidly and effectively. The workshop takes inputs from the interviews and research phase and uses a set of proprietary facilitated exercises designed to develop clear policy-level direction. Some of the topics that are likely to be covered include:

- Self-Assessment: Rating the District Today. To chart a path to the future, the District will need to identify where it stands today: what is working what is not working optimally, and how various aspects of the District are viewed by each participant.

- Identifying Strengths and Weaknesses. Identifying the significant current and future issues that can impact the organization and the most promising opportunities to deal with those threats or make improvements.
- Identifying the Highest Priority Issues. The group discusses and identifies the most critical challenges or opportunities that the District must tackle if it is going to accomplish its mission.
- Developing Strategic Issues Areas. With the facilitator’s assistance, the group will take all the information above and organize it into an initial set of strategic issue areas and their priorities. These strategic issues will later be translated into goals and objectives. Workshop #1 normally runs from morning until roughly mid-afternoon or so.

Note: *The core purpose of the workshops is to give the Board an opportunity to develop consensus on key strategic goals and priorities with the input and support of the Management team. However, these will be Brown Act meetings and the public is welcome. If members of the public come, our practice is to allow them a limited opportunity to comment or ask questions at the beginning, middle and end, thereby reserving the core workshop for the Board and management team. There are many ways to engage the public more intensely if desired.*

3. Staff Engagement and Input. There are a number of ways to engage staff in the process: confidential interviews, surveys, and small group, departmental and/or all-hands workshops, and others. For Valley Sanitary District, we are recommending confidential interviews of a cross-section of staff and a staff workshop. The specific approach and timing would be finalized during the kickoff process. In any case, staff would be provided an opportunity to comment early in the process before any direction is solidified. There will be a brief introduction to strategic planning concepts and opportunities to respond to the initial direction from the Board, as well as opportunities for open commentary on any topic desired by staff. To limit travel costs, this proposal assumes that the staff workshop would be held the day before the second board workshop. Because of operational necessity, all staff may not be able to participate. There are a variety of ways to handle this that can be discussed.

4. Workshop #2. Before the workshop, the consultant will take the detailed inputs from the first board workshop and the staff workshop, and develop an initial list of goals and objectives which are reviewed and refined with staff in advance. At this workshop, the participants will undertake the following:

- **Review and Edit as Desired the Board-Level Policy Direction in the Goals, Objectives.** This is the core policy-level direction that will be acted upon by staff and is a critical step in the strategic planning process.
- **Evaluate and Consider Updating or Replacing the Mission, Vision and Values.** Through a series of exercises, the consultant will work with the participants to review the current Mission, vision and values since they were originally developed without much Board input. NOTE: Sometimes it is preferable to consider the mission and vision earlier in the process. We would make that decision before the first workshop.

IMPLEMENTATION PLANNING AND ‘REALITY CHECK’

5. Develop Implementation Plan. In order to properly evaluate the feasibility of the plan and

later implement it, we believe it is necessary to develop an implementation plan. In other words what initiatives or work must be implemented in order to achieve the goals, objectives and priorities. The level of detail varies by organization, but there should be enough detail to make it possible to reality check the plan and determine if the plan is doable in terms of monetary resources, staff time and expertise, as well as sequencing. If any of the Board's goals, objectives or priorities are not doable with current resources, it can then be brought to their attention so the board can consider adjustments to the plan or acquiring additional resources.

The implementation plan provides accountability by providing basic timelines and naming someone as responsible for the work.

This is primarily a staff driven process with the support of the consultant. It should include engagement of the Department Heads and may include participation of additional staff.

DEVELOP MONITORING AND OVERSIGHT PLAN, PREPARE PLAN FOR PRESENTATION TO THE BOARD, MAKE ANY FINAL EDITS AND FINALIZE

The final plan will include a clear and understandable summary of goals and objectives that are prioritized in a way that can be readily understood and monitored.

6. Monitoring and Oversight Plan. The consultant will work with staff to document a process for reporting on the Plan and for performance measurement, Board oversight and monitoring of progress. This would include when and how the Plan will be updated and rolled forward so that there is always a multi-year guide to the future.

Once the Plan is complete, we recommend that the General Manager present a summary of the strategic plan and work plan to staff. Develop posters with key strategic planning elements: mission, vision, goals and objectives. Also, ensure that each employee knows his or her role in the strategic plan through their role in the work plan. This is often carried out by the General Manager and Department heads as part of the internal implementation and monitoring plan. It is mentioned here as a reminder that the staff are a key constituency.

9. Present to Board, Finalize and Approve. Staff will present the final plan to the Board. If there are any final comments or questions, the consultant will make final refinements, proof the document, and produce a final, approved copy.

DELIVERABLES

The final Strategic Plan would include the mission, vision, values goals and objectives. Board priorities for the goals and objectives would be indicated. In addition the plan would summarize the current and expected challenges and opportunities facing the District identified in the process. It would also outline how this plan relates to the Departmental Plans. There would be an implementation plan, including timing and someone named responsible for each strategic initiative as well as a plan for monitoring, and Board monitoring and oversight. The entire document would be written clearly, include professional graphic design, flow in logical order, integrating the findings, goals and objectives in seamless, easy-to-follow manner.

TIMING

We can be available to start at an agreed upon date in the near future.

Qualifications

Background and Experience

Rauch Communication Consultants Inc. has served special districts and local governments for more than 40 years. During that time, we have worked with over 225 agencies throughout the state, as well as with many of the leading organizations that deal with local governments such as California Association of Sanitary Agencies, California Special Districts Association, Special District's Institute, California Cemetery Association, Association of California Water Agencies, and others. We have worked with individual agencies of every kind and size in most corners of the state.

Our firm offers three consulting specialties: assisting clients in the development of strategic plans, implementing strategic public outreach programs, and consulting to resolve internal management issues. These services are conducted out of our office in, Campbell (San Jose), and through our affiliates in other cities around the state.

Our expertise in public involvement and outreach lends itself to effectively gathering public input. We are expert facilitators and have planned and facilitated hundreds of successful meetings and workshops over the years.

We completed the strategic plan for the California Special District Association, as well as for dozens of special districts. We led ACWA's Vision 2000 strategic plan that significantly changed the structure and direction of the organization, as well as key strategic planning sessions for CASA during a time of organizational change. A selected list of clients for whom we have provided strategic planning services is given later in this proposal, along with brief client case studies and testimonials.

We have also served as speakers for conferences and seminars on strategic planning and public outreach for ACWA, CASA, CSDA and other District associations.

Examples of Related Projects Demonstrating our Experience

We work nearly exclusively with special districts in California and strategic planning is one of our core services. We have worked with Boards, staffs and communities for over 40 years on a daily basis. It is all we do. Here are just a small number of the many examples of our experience helping organizations carry out their mission.

California Special Districts Association, Strategic Plan. Rauch Communications was called in to assist this major statewide organization to prepare a Strategic Plan. The plan was received enthusiastically by both Board and Staff and implemented.

Association of California Water Agencies, Strategic Plan. ACWA is the oldest and largest statewide organization of water agencies in California, with a membership consisting of public agencies along with numerous engineering, legal and financial organizations. Rauch Communication Consultants planned and conducted its Vision 2000 strategic planning process, which resulted in a significant alteration of the organization's structure and direction. The new plan was developed with a comprehensive outreach program involving numerous coordination meetings and is today considered a complete success.

Novato Sanitary District. This agency had aging treatment facilities under regulatory mandates to make upgrades and collection system with significant capacity and I&I problems. The consultant worked with the staff and the board as they evaluated and undertook a major upgrade of their

collection system and complete rebuild of their treatment plant and transition to operating the treatment under contract to a private corporation under intense public scrutiny. Rauch Communication Consultants also facilitated development of a formal strategic plan and update and the Organization currently enjoys, extremely high service quality, low rates and customer satisfaction.

Costa Mesa Sanitary District. Worked closely with the Board of Directors and staff to create an initial strategic plan and annual updates. The most recent strategic plan led to a series of dramatic changes in direction that took several years to complete.

Golden Empire Transit District. Rauch Communication Consultants worked closely with the Board and management staff of this Bakersfield agency to analyze district issues and concerns, and then prepare a set of findings and recommendations to revitalize the agency, restore management credibility and rebuild staff morale and effectiveness.

Rancho Murieta Community Services District. Worked closely with the Board of Directors and staff to create a new mission statement, vision, objectives, goals and set of action items as part of the complete Strategic Plan for this Community Services District that provides sanitary, water, security, roads and other services.

Cordova Recreation and Park District. This District faced pressure to build new facilities, questions about appropriate levels of services and also challenges in building support for funding new initiatives. There were also role and relationship issues between the manager and board, as well as other issues. These issues were all resolved through a facilitated Direction setting process.

National Water Resources Association, Strategic Plan. This Washington-based national organization brings information about federal policy to its membership and provides lobbying before Congress on their behalf. Rauch Communication Consultants planned and conducted the process leading to the development of their strategic plan.

Santa Clara Valley Water District. This agency provides water supply and flood control services for a major portion of the Silicon Valley. With an annual budget running in the hundreds of millions of dollars, it impacts numerous aspects of the economic, residential and environmental aspects of life in the area. Rauch Communication Consultants conducted the initial strategic planning workshops of the Board of Directors and senior management, which defined the future direction of the district.

San Joaquin River Exchange Contractors Water Association. This is the organization's first strategic plan. It tackles the very complex issues facing the Contractors and helped them manage the recent drought more effectively than many of their other agricultural neighbors.

Shafter Recreation and Park District. This District was struggling with a divided board and a new Manager unsure about what the Board wanted her to do. Development of the strategic plan resulted in clear goals and priorities, which the manager was able to focus on.

Kern County Water Agency. This agency supplies all the imported water in Kern County, an agricultural area with a rapidly growing urban center. The Agency imports over one million-acre feet of water per year. Rauch Communication Consultants planned and conducted the development of its strategic plan, working closely with the Board, senior management, numerous member districts as well as a major city and the county. Over 57 different agencies and key individuals were interviewed along the way. The plan was unanimously adopted.

What Our Clients are Saying About our Qualifications

“RCC has helped us develop our strategic plan and updates for several years. The community meeting was particularly successful. Over 70 people attended, and, thanks to excellent facilitation, there was active participation. The meeting brought a great sense of community to the process and helped unite the Board around the public consensus.” [Montara Water and Sanitary District](#)

“Two things surprised me when Martin led our Board members through strategic planning: The first was that he was an incredible quick study in understanding the issues and the nuances of working through them. The second was how he got our Board to open up and freely discuss the issues. Not only was I surprised at how much he got them to talk and share, but the Board members were surprised at how like-minded they were at the end of the process.” [Arvin Edison WSD](#)

“It was one of the most productive series of meetings of this kind I have participated in professionally.” [Cucamonga County Water District](#)

“...a glowing recommendation for your ability to prepare a Strategic Plan.” [Squaw Valley Public Utilities District](#)

“This Plan was impressive for how efficient the process was, and it got to the point in a practical and useful way. This one has check points and useful targets and tasks regularly thru next year.” [Director Novato Sanitary District](#)

“Though your skilled mentoring and carefully executed annual planning sessions . . . this District has been able to rise from the depths of public unrest to a position of public trust. . . So much of what we have accomplished is credited to the tools that you have given us along the way.” [San Juan Water District](#)

“Thanks for your guidance in helping the Board members make decisions that resulted in a healthy working, and successful atmosphere in our District...We have a Board and Management team who get along and support each other. Again, thank you for your capable knowledge and assistance...” [Cordova Recreation and Park](#)

“On behalf of the California Special Districts Association, I wanted to take a moment to thank you for the wonderful job you did at our 2007 Board Planning Session. You did your homework; found the common denominator and provided the Board and my executive staff with a positive outlook for the future of CSDA...We were all impressed and came away with a sense of positive change for the Association.” [California Special Districts Association](#)

Partial Client List Showing Our Special District and Local Government Experience

ASSOCIATIONS, JPAs, STATE, FEDERAL AND OTHERS

Association of California Water Agencies (ACWA)	Sewer Authority Mid-Coastside
California Special Districts Association (CSDA)	Mission Research Corporation
California Association of Sanitation Agencies (CASA)	Stone Creek Company
California Department of Water Resources	Suburban Water Systems
Special Districts Institute	Boyle Engineering
California Sanitation Risk Management Authority	Dokken Engineering
California Association of Public Cemeteries	El Solutions
Friant Water Authority	McCormick, Kidman and Behrens
WaterReuse Association	Pennfield and Smith
California Mosquito and Vector Control Association	Redwine and Sherill
American Desalting Association	White House Office of Policy Development
Association of Groundwater Agencies	National Water Resource Association
San Luis Delta-Mendota Water Authority	North Bay Watershed Authority
San Joaquin River Exchange Contractors Water Authority	San Gabriel Valley Water Association
North Bay Water Reuse Authority	San Gabriel Basin WQA
Faculty Association of Community Colleges	Santa Barbara Special District Association
National Water Resource Association	Cachuma Operations Maintenance Board
Water Education Foundation	Cachuma Conservation Release Board
Pacific Coast Association of Port Authorities	California Sign Association

LOCAL GOVERNMENT AGENCIES

BUTTE COUNTY

Oroville-Wyandotte Irrigation District

CALAVERAS COUNTY

Calaveras County Water District

CONTRA COSTA COUNTY

Diablo Water District
Contra Costa Water District
Stege Sanitary District
Dublin San Ramon Service District

EL DORADO COUNTY

South Lake Tahoe PUD

IMPERIAL COUNTY

Imperial Irrigation District

KERN COUNTY

Arvin Edison Water Storage District
Indian Wells Valley Airport District
Indian Wells Valley Water District
Kern County Water Agency
West Kern Water District
North of the River Municipal Water District (Bakersfield)
Oildale Mutual Water Company
North Kern Water Storage District
Golden Empire Transit District
Terra Bella Irrigation District
Friant Water Users Authority
Cawelo Water District
Arvin Community Services District
North Bakersfield Recreation and Park District
Inyokern Community Services District

Shafter Park and Recreation District

LASSEN COUNTY

Lassen Municipal Utility District

LOS ANGELES COUNTY

Los Angeles County Park and Rec
Castaic Lake Water Agency
Central Basin MWD
Pico Water District
Upper San Gabriel Valley MWD
West Basin MWD
San Gabriel Valley MWD
Water Replenishment Dst. of So. Cal.
San Gabriel County Water District
Main San Gabriel Basin Watermaster
California Domestic Water Company
Pasadena Historical Museum
Three Valleys MWD
Newhall County Water District
Las Virgenes Municipal Water District
Conjunctive Use Working Group (?)
Palmdale Water District
City of Sierra Madre
City of Arcadia
City of El Monte
City of La Puente
East Pasadena Water Company
Foothill Municipal Water District
Valley County Water District

MARIN COUNTY

Las Gallinas Valley Sanitary District
North Marin Water District
Sausalito-Marín City Sanitation Dst.
Tamalpais CSD

Sanitary District #5 (Tiburon)

Novato Sanitary District
Ross Valley Sanitary District
San Rafael Sanitation District
City of San Rafael
Central Marin Sanitary Agency
County of Marin
Novato Disposal Services, Inc.
San Quentin Village and Murray Park

MERCED COUNTY

Central California Irrigation District

MONO COUNTY (and MADERA)

Mammoth Community Water District

MONTEREY COUNTY

Marina Coast Water District
Monterey Peninsula Water Management District
Monterey Regional Water Pollution Control Agency
Pebble Beach CSD

NAPA COUNTY

Napa County
Napa Sanitation District

NEVADA COUNTY

Northstar CSD
Truckee-Donner Public Utility District
Tahoe Truckee Unified School District

ORANGE COUNTY

Municipal Water District of Orange County
Mesa Consolidated Water District
Los Alamitos County Water District
SouthCoast Water District
Serrano Irrigation District
El Toro Water District
Orange County Water District
Costa Mesa Sanitary District
Capistrano Beach County Water District
Coastal Municipal Water District
Midway City Sanitary District
TriCities Municipal Water District
Yorba Linda Water District
Placentia Library District
Laguna Beach County Water District
Emerald Bay Service District
Moulton Niguel Water District
Orange County Vector Control

PLACER COUNTY

San Juan Water District
North Tahoe Public Utility District
Squaw Valley Public Services District

PLUMAS COUNTY

East Plumas Health Care District

RIVERSIDE COUNTY

Coachella Valley Mosquito & Vector Control District
Mission Springs Water District
29 Palms Municipal Water District
Rancho California Water District
South Mesa Water Company
Elsinore Valley MWD
Santa Rosa CSD
Beaumont Cherry Valley Water District
Santa Ana Watershed Project Authority
Desert Healthcare District

SACRAMENTO COUNTY

County of Sacramento Public Works Agcy.
Sacramento Regional County Sanitation District
Fair Oaks Water District
Arcade Water District
Sacramento Metropolitan Water Authority
Carmichael Water District
Rio Linda Water District
Northridge Water District
Rancho Murrieta Community Services District
Cordova Recreation and Park District

SAN BERNARDINO COUNTY

Big Bear Municipal Water District
Monte Vista Water District
Big Bear Airport District
Yucaipa Valley Water District
Bear Valley Community Hospital District
Bear Valley Community Services District
City of Big Bear Water and Power Department
Joshua Basin Water District
Inland Empire Utility Agency
East Valley Water District
Big Bear Area Regional Wastewater Agency
Victor Valley Water District
Cucamonga County Water District
San Antonio Water Company
Chino Basin Watermaster
ITI Desert Water District
San Bernardino Valley Water Conservation District
Big Bear City CSD
City of Big Bear Lake
Hi-Desert Water District
West San Bernardino County Water District

SAN DIEGO COUNTY

San Diego County Water Authority
Padre Dam Municipal Water District
Rincon del Diablo MWD
Vallecitos Water District
Helix Water District
Leucadia Wastewater District
North County Fire Protection District
Olivenhain Municipal Water District
Sante Fe Irrigation District
Otay Water District
Fallbrook Public Utility District
Rainbow Water District
Vista Irrigation District

SAN FRANCISCO COUNTY

Golden Gate Bridge, Highway, & Trans. District

SAN JOAQUIN COUNTY

Ripon Fire Department

SAN LUIS OBISPO

Templeton CSD
Port San Luis Harbor District
San Simeon CSD
Cambria Community Services District
Nipomo Community Services District

SAN MATEO COUNTY

East Palo Alto Sanitary District
San Mateo County Harbor District
Montara Water & Sanitation District
Sewer Authority Mid-Coastside

SANTA BARBARA COUNTY

City of Santa Barbara
Goleta Sanitary District
Montecito Sanitary District
Carpinteria Sanitary District
Santa Maria Public Airport District
Goleta Water District
Montecito Water District
Cachuma Project Authority
Goleta West Sanitary District
Mosquito and Vector Management District
Isla Vista Recreation and Park District
Lompoc Hospital District
Santa Barbara County Vector Control District
Carpinteria Valley Water District
Santa Ynez Community Services District
La Cumbre Mutual Water Company

SANTA CLARA

Santa Clara Valley Water District
West Valley Sanitation District

SANTA CRUZ COUNTY

Scotts Valley Water District
Pajaro Valley Water Management Agency (Watsonville)
Central Fire Protection District
Santa Cruz FPD
Soquel Creek Water District

SOLANO COUNTY

Rural North Vacaville Water District

SONOMA COUNTY

TULARE COUNTY

Friant Water User Authority
Visalia Public Cemetery District

VENTURA COUNTY

Camrosa County Water District
Rancho Simi Rec. & Park District
Casitas Municipal Water District
Conejo Recreation and Park District
Ojai Valley Sanitary District
Calleguas Municipal Water District
Meiners Oak County Water District
Marina Coast Water District
Camarillo Health Care District

Primary Consultant and Other Key Team Members

MARTIN RAUCH, Primary Consultant, Rauch Communication Consultants

Martin Rauch is President of Rauch Communications Consultants, a full-service strategic planning and public outreach firm with main office near San Jose California that has served over 225 clients in California during the past 40+ years.

He brings to this task extensive experience in group dynamics, developing consensus, Board and District strategic planning, and facilitation.

Martin conducts strategic planning sessions for the Boards and senior managers of client organizations. He also provides training in effective Board meetings, roles and relationships of Board members and managers and other related topics. He specializes in the preparation and facilitation of a wide variety of meetings. These complex events include focus groups, citizen's advisory committees, community presentations and public meetings.

Working out of RCC's San Jose Office, Martin also assists Board of Directors and senior managers, by tailoring public information projects that meet the special requirements of each client. For 28 years, he has provided strategic outreach support throughout the state.

Mr. Rauch has served as a speaker and seminar leader for the Association of California Water Agencies (ACWA), California Association of Sanitary Agencies (CASA), California Special Districts Association (CSDA) and others. He was a regular faculty member of the Special District Institute, is a regular speaker for CSDA, and is on the Board of the Special District Leadership Foundation. He is the principle author of the Special District Leadership Foundation certificate course on strategic planning, as well as Governance Foundations. He has been invited as a speaker to other statewide associations.

Prior to his work for public agencies, he served for several years as a community organizer and educator for nonprofit organizations, organizing community groups and producing educational and information materials. He holds a Bachelor of Arts degree with High Honors from the University of California at Santa Barbara. Martin's formal training also includes completion of Business Mediation Training at UC Berkeley, as well as courses in Facilitating and Mediating Effective Agreements. Martin is a certified Balanced Scorecard Professional (BSP) from the Strategy Management Group and The George Washington University College of Professional Studies.

NOTE: Lynda Boyd and Amanda Green will support this project.

LYNDA BOYD, Production Manager, Rauch Communications Consultants, Staff

Lynda manages all the production of documents for Rauch Communication Consultants, coordinating the writing, printing and mailing of materials, setting up schedules and coordinating project team activities to keep projects moving smoothly and on-schedule. Lynda has extensive experience mapping and developing accurate and cost-effective mail lists.

AMANDA GREEN, Consulting Support, Research and Writing, affiliate (contractor)

Amanda normally works in the background, transcribing notes, organizing notes, writing and preparing strategic plans. Amanda also supports the facilitation of large groups.

Similar Placements. Amanda has worked on most RCC strategic planning projects for special Districts in the past four or five years as well as public engagement programs. With a master's

degree in Public Administration from Harvard University School of Government and seven years' experience, Amanda provides a range of support as an assistant during large and complex meetings, researching, planning and writing. Her experience includes several years working on strategic planning and communication projects for RCC and with other organizations.

Scope of Services and Costs

We propose to complete the project as described for a not-to-exceed time and materials cost of 24,910 plus expenses.

Valley Sanitary District STRATEGIC PLAN PROPOSAL	Senior Consultant	Consultant	Production	Subtotal
	\$245	\$90	\$70	
Hours	20	0	2	22
interviews)	\$4,900	\$0	\$140	\$5,040
Hours	20	4	0	24
Step 2. Workshop #1. (includes transcribing notes, organizing notes and integrating into draft plan)	\$4,900	\$360	\$0	\$5,260
Hours	10	2	0	12
Step 3. Staff Engagement and Input. (includes transcribing notes, organizing notes and integrating into draft plan)	\$2,450	\$180	\$0	\$2,630
Hours	20	12	0	32
Step 4. Workshop #2. (includes transcribing notes, organizing notes and integrating into draft plan)	\$4,900	\$1,080	0	\$5,980
Hours	6	2	2	10
Step 5. Develop Implementation Plan. Support staff development of implementaion plan.	\$1,470	\$180	\$140	\$1,790
Hours	2		2	4
Step 6. Monitoring and Oversight Plan	\$490	\$0	\$140	\$630
Hours	12	4	4	20
Step 7. Present to Board, Finalize and Approve (Includes final writing, editing and proofing of document).	\$2,940	\$360	\$280	\$3,580
TOTAL				\$24,910

More Cost Estimate Details. The client will only be charged for work actually done. It is possible that more work will need to be done or that final costs will be less. No out-of-scope work will be undertaken without prior written approval from the Agency. Out-of-scope work includes new tasks, or extra work not due to inefficiencies on our part on existing tasks, which is requested for reasons beyond RCC's control.

Our Rates. Consulting rate for the senior consultant is \$245 per hour. Associate consultants are \$90 to \$115 per hour. Graphic designer and webmaster services rate is \$105 per hour. Social media and writing specialist's rate is \$45 to \$90 per hour. Rate for Administration and Production Manager is \$70 per hour.

Travel and Expenses Additional. Basic material expenses, including, travel expense (transportation and lodging), office printing and sales tax are additional and passed on at cost. Car mileage is at the IRS California rate at the time or actual rental car cost plus fuel.

Note: To limit travel costs, this proposal assumes that the staff workshop would be held the day before the second board workshop

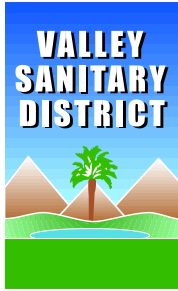
Insurance

Professional Liability Insurance. \$1,000,000 for Each Occurrence, \$300,000 For Damage to Rented Premises (Each Occurrence), \$10,000 Medical Expenses (Any One Person), \$1,000,000 Personal and Adv Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products-Comp/OP AGG.

Automobile Liability. \$1,000,000 Combined Single Limit.

Workers Compensation and Employers' Liability. \$1,000,000 E.L Each Accident, \$1,000,000 E.L. Disease – Each Employee, \$1,000,000 E.L. Disease – Policy Limit.

Professional Liability: \$1,000,000 Aggregate, \$1,000,000 Each Act, \$1,000,000 Each Judgement.



**Valley Sanitary District
Board of Directors Meeting
August 13, 2019**

TO: Board of Directors

FROM: Beverli A. Marshall, General Manager

BY: Ron Buchwald, District Engineer

SUBJECT: Discuss and Authorize the General Manager to Execute a Contract with EOA, Inc. to Provide NPDES Permit Reissuance Assistance

<input checked="" type="checkbox"/> Board Action	<input checked="" type="checkbox"/> New expenditure request	<input checked="" type="checkbox"/> Contract Award
<input type="checkbox"/> Board Information	<input type="checkbox"/> Existing FY Approved Budget	<input type="checkbox"/> Closed Session

Recommendation

Staff recommends that the Board of Directors authorize the General Manager to execute a contract with EOA, Inc. to provide NPDES permit reissuance assistance in an amount not to exceed \$58,200 and use reserve funds because this cost is not included in the current fiscal year budget.

Background

Every five years VSD is required to renew its NPDES permit with the Regional Water Quality Control Board (Regional Board). The permit will expire May 2020, but the process starts approximately nine months before the expiration date. In the past, VSD staff completed the renewal process with no technical assistance. However, with a new Chief Operator and new regulatory requirements being considered for the permit, staff strongly recommends that VSD use the help of a consulting firm that specializes in the renewal process.

VSD solicited three proposals from consultants who specialize in this work.

<u>Consultant</u>	<u>Amount</u>
Woodard & Curran	\$109,096
EOA, Inc.	\$ 58,200
Larry Walker Associates	\$ 41,592

After reviewing the three proposals, staff believes the best value for the scope of work is from EOA, Inc. EOA, Inc. is new to VSD but has performed work for many different wastewater agencies all over the state.

Fiscal Impact

This is a single year project expected to be completed during FY 2019/20. This project is not included in the current fiscal year budget and needs to be paid for using reserve funds.

Attachments:

Attachment A: Letter of Proposal, EOA, Inc., dated July 23, 2019

Attachment B: Letter of Proposal, Woodard & Curran, dated July 16, 2019

Attachment C: Letter of Proposal, Larry Walker Associates, dated July 29, 2019



July 29, 2019

Ms. Beverli Marshall
Valley Sanitary District
45500 Van Buren Street
Indio, CA 92201

**SUBJECT: SCOPE OF WORK FOR NPDES PERMIT RENEWAL FOR THE
VALLEY SANITARY DISTRICT WASTEWATER TREATMENT PLANT**

Dear Ms. Marshall:

As requested, Larry Walker Associates would be pleased to assist the Valley Sanitary District (District) with the NPDES permit renewal scheduled for 2020 for the District's Wastewater Treatment Plant (WWTP). The WWTP NPDES permit (Order No. R7-2015-002) is due to expire on May 31, 2020 and a Report of Waste Discharge for the permit renewal will be due to the Regional Board on December 3, 2019.

The work effort associated with NPDES permit renewal will be conducted according to the tasks described under the Scope of Work presented below. An estimated budget and schedule are also provided.

SCOPE OF WORK

Larry Walker Associates (LWA) will assist the District in the preparation and submittal of the Report of Waste Discharge (ROWD) and associated documents, review of the Draft Permit and the Tentative Order and negotiations needed to renew the NPDES permit. Assistance with NPDES permit renewal will be conducted according to the following tasks:

Task 1. Review and Summarize Data

Before preparing the Report of Waste Discharge, LWA will review the applicable and available facility data that is representative of the discharge from the WWTP. LWA will review and compile data collected since the permit effective date or a time period specified by the Regional Board staff. Data will be provided by the District and/or downloaded from CIWQS. In addition, LWA will review and summarize available receiving water quality and flow data for use in the Reasonable Potential Analysis and Effluent Limit Derivation (Task 2) and for inclusion as needed in the ROWD.

LWA will also prepare an information request for other documents that may be needed including the previous ROWD and other reports that may be identified based on initial discussions with District staff.

Task 2. Conduct Reasonable Potential Analysis and Effluent Limit Derivation

Utilizing the data compiled under Task 1, LWA will conduct a reasonable potential analysis for the WWTP to determine which pollutants in the City's discharge may have "reasonable potential" to cause or contribute to a violation of water quality objectives. LWA's reasonable potential analysis will be consistent with the State's Implementation Policy for the Control of Toxic Pollutants (SIP), the Colorado River Basin Plan, precedent-setting orders adopted by the State Water Resources Control Board and other criteria used by the Colorado River Regional Water Quality Control Board. LWA will inform the District of the results of its updated reasonable potential analysis to assist in identifying potential issues of concern. LWA will also prepare an independent projection of effluent limits for those pollutants identified as having "reasonable potential." This information will be used in the preparation of the ROWD. In addition, LWA will evaluate the assumptions used by the Regional Board staff in its analysis of reasonable potential and in its development of effluent limits. This information will be used in the preparation of comments on the administrative draft permit and Tentative Order.

Task 3. Prepare Report of Waste Discharge

LWA will complete the EPA and State of California ROWD required forms with assistance from District staff as needed using the ROWD submitted for the current permit as a starting point. The effluent and receiving water data described in Task 1 will be used to complete the ROWD forms. Facility descriptions will be incorporated into the ROWD forms or appendices to the forms, as appropriate. The above information will be assembled for submittal to the Regional Board. If necessary, LWA will participate in one meeting with Regional Board staff to discuss the ROWD and related information. Additional information will be prepared for submittal as needed to address comments generated by Regional Board staff.

Task 4. Prepare Supplemental Information

For issues that are identified by the reasonable potential analysis and projected effluent limits, LWA will prepare memos describing approaches for addressing these issues. In addition, LWA will develop additional documentation as needed based on issues that may be identified in discussions with Regional Board and District staff. For example, issues that would be addressed may be associated with concerns of the Cabazon Band of Mission Indians (CBMI) downstream of the discharge. The budget for this task assumes tribal issues are not complex and is based on preparing two brief memorandums.

Task 5. Review and Comment on Administrative Draft Permit and Tentative Order

LWA will review and assess the compliance ramifications (risk, cost, etc.) and major policy/legal issues of the administrative draft permit. LWA will provide written comments on the administrative draft permit to District staff and assist in the preparation of the District's comment letter and mark-up of the draft permit for submittal to the Regional Board. In addition, LWA will review and assess the compliance ramifications of the Tentative Order (public draft of the proposed NPDES permit). LWA will provide written comments on the Tentative Order to City staff and assist in the preparation of the District's comment letter and technical responses to Regional Board staff.

Under this task, LWA will attend one meeting with Regional Board staff to discuss any concerns with proposed permit conditions. LWA will assist District staff with the preparation for these meetings, including the development of meeting materials, agendas, technical arguments, etc.

Task 6. Prepare for and Attend Regional Board Hearing

Prior to the Regional Board hearing on the District’s permit, LWA will work directly with the City and its representatives to prepare a hearing presentation. LWA will also attend the hearing and provide assistance and expertise to the District as needed.

Task 7. Project Management

LWA will provide on-going project management, including regular communication with the District regarding the project schedule, budgets, expenditures and other issues related to the administration of the contract.

In addition, LWA will coordinate and participate in meetings and conference calls on an as-needed basis with the District staff as necessary to discuss and strategize for permit renewal negotiations and other regulatory topics that may arise. As part of meeting coordination, LWA will produce meeting notes and distribute them to meeting participants, keep track of action items and follow-up on individual action items.

Budget and Schedule

The above tasks will be conducted for a cost not to exceed \$42,000 on a time and materials basis according to our standard billing rates, which are attached. A cost breakdown by task is shown below.

Valley Sanitary District Permit Renewal								
Larry Walker Associates, Inc.								
Cost Estimate								
Task No.	Task Description	LWA Hours				Labor Costs	Direct Costs(1)	LWA Costs
		Associate \$266	Project Engineer \$206	Contract Admin. \$125	Total Hours			
1	Review Data and Information	8	24		32	\$7,072		\$7,072
2	RP/VEffluent Limit Calculation	4	16		20	\$4,360		\$4,360
3	Prepare ROWD	12	16		28	\$6,488	\$300	\$6,788
4	Prepare supplemental information	8	20		28	\$6,248		\$6,248
5	Review Admin Draft and Tentative Order	24	12		36	\$8,856	\$300	\$9,156
6	Prepare for and Attend Regional Board Hearing	12	8		20	\$4,840		\$4,840
7	Project Management	8		8	16	\$3,128		\$3,128
TOTAL FOR ALL TASKS		76	96	8	180	\$40,992	\$600	\$41,592

(1) Direct costs include conference calls, travel and printing.

LWA has the staff and resources to complete the ROWD to be ready for submittal by December 3, 2019 assuming timely response from District staff. The schedule for other permit renewal tasks will be dependent on input from Regional Board staff.

Again, we thank you for the opportunity to provide this proposal for services and look forward to the opportunity to work with you on this important project. Please contact me if you have any questions or suggested changes to the scope, budget or schedule presented herein.

Sincerely,

A handwritten signature in blue ink, appearing to read "Betsy Elzufon". The signature is written in a cursive style with a horizontal line across the top.

Betsy Elzufon
Associate

LARRY WALKER ASSOCIATES
Rate Schedule
Effective July 1, 2019 – June 30, 2020

PERSONNEL	RATE \$/HOUR	REIMBURSABLE COSTS	
Project Staff			
Melanie Andreacchi	\$ 90	Travel:	
Alta Ljung	\$ 90	Local mileage	Current IRS rate
Kim Turner	\$ 90	Transportation	Actual expense
Tina Van Carpels	\$ 90	Auto rental	Actual expense
Andrew Smith	\$125	Fares	Actual expense
Kathryn Walker	\$160	Room	Actual expense
Cab Esposito	\$116	Subsistence ⁽¹⁾	\$48 per day
Adriana Stovall	\$116		
Sebastian Bogнар	\$148	Breakfast	\$9.00
Kelsey McNeill	\$148	Lunch	\$13.00
Ryan Parks	\$148	Dinner	\$21.00
Olin Applegate	\$175	Incidentals	\$5.00
Katrina Arredondo	\$175		
Jenny Bayley	\$175	Report Reproduction and Copying:	
Nima Jabbari	\$175	Per color copy, in-house	\$0.89
Brad Gooch	\$185	The rate for each meal as follows: ⁽¹⁾	
Adriel Leon	\$185	Actual expense	
Amir Mani	\$185	Per black and white copy, in-house	\$0.08
Danielle Moss	\$185	Per binding, in-house	\$1.95
Jeff Walker	\$185		
Masih Akhbari	\$206	Special Postage and Express Mail:	
Bryant Alvarado	\$206	Actual expense	
Alina Constantinescu	\$206		
Airy Krich-Brinton	\$206	Other Direct Costs:	
Steve Maricle	\$206	Actual Expense	
Mike Marson	\$206		
Hope M. Taylor	\$206	Daily Equipment Rental Rates:	
Elizabeth Yin	\$206	Single parameter meters & equipment	\$30.00
Senior Staff		Digital Flow Meter	\$60.00
Kristine Cornellie	\$239	Multi-parameter field meters & sondes	\$100.00
Diana Engle	\$239	Dye/tracer mapping or residence time	\$200.00
Laura Foglia	\$239	Multi-parameter continuous remote sensing	\$40.00
Gorman Lau	\$239		
Will Lewis	\$239	Subcontractors:	
Mitch Mysliwec	\$239	Actual Expense plus 10% fee	
Shelli St. Clair	\$239		
Amy Storm	\$239	Note: ⁽¹⁾ Charged when overnight lodging is required.	
Rachel Warren	\$239		
Associate			
Denise Conners	\$266		
Betsy Elzufon	\$266		
Sandy Mathews	\$266		
Paul Hartman	\$266		
Mike Troughon	\$266		
Principal			
Karen Ashby	\$291		
Chris Minton	\$291		
Mack Walker	\$291		
Brian Laureson	\$303		
Tom Grovhoug	\$318		
Ashli Cooper Desai	\$318		



Environmental and Public Health Engineering

July 23, 2019

Ms. Beverli Marshall
General Manager
Valley Sanitary District
45500 Van Buren Street
Indio, CA 92201

Subject: Proposal for Valley Sanitary District NPDES Permit Reissuance Assistance

Dear Ms. Marshall:

EOA is pleased to submit this proposal to assist Valley Sanitary District (VSD) with its upcoming NPDES Permit reissuance. The current NPDES Permit (R7-2015-0002) is due to expire on May 31, 2020. A completed permit application, or Report of Waste Discharge, must be submitted by December 3, 2019. Our proposal includes all work normally associated with the permit application and reissuance process.

It is understood that VSD staff will be leading the permit reissuance, with EOA providing assistance and guidance as requested on some or all the tasks listed below. Assistance will be provided on a “level of effort” basis, as directed by VSD and subject to the limitation imposed by the overall budget. The budget includes time and expenses for two in-person meetings, which may include attendance at the Permit adoption hearing.

The project manager will be Kristin Kerr, P.E., managing engineer, with assistance from Tom Hall, Ph.D. and Ray Goebel, P.E. All three staff have worked on the NPDES permit reissuances for various clients including City of Sunnyvale Water Pollution Control Plant (a POTW with oxidation ponds), Las Gallinas Valley Sanitary District (a POTW that discharges to a creek, storage ponds, freshwater marsh/wildlife pond and irrigated pasture), East Bay Dischargers Authority, City of Benicia Wastewater Treatment Plant, South Orange County Wastewater Authority, Sewer Authority Mid-Coastside, and others. Their resumes are attached.

Task 1. Prepare NPDES Permit Application Package. EOA will prepare a complete permit application package or Report of Waste Discharge (ROWD). The document will include all of the necessary State and Federal forms, with the required data on effluent quality, plant performance, etc. In addition to completing the permit application, this task includes preparation of a detailed draft application transmittal letter to communicate relevant technical information, requests, or proposed permit changes that may not be fully addressed by the application forms. The transmittal will include a brief summary of the RPA and effluent limits results (Task 2) and any data validation issues.

Estimated Hours: 76

Task 2. Reasonable Potential Analysis and Effluent Limits Derivation. EOA will prepare a Reasonable Potential Analysis (RPA), and for those constituents that demonstrate RP, calculate the expected effluent limits. EOA uses standard Region 2 Water Board RPA spreadsheets and associated water quality objectives applicable to the treatment plant's discharge. A review of the Fact Sheet in VSD's existing permit indicates that the same procedure, based on the *Policy for Implementation of Toxics Standards for Inland Surface Waters, Enclosed Bays, and Estuaries of California (State Implementation Policy or SIP)* is used by Region 7 to determine RP and to calculate water-quality based effluent limits for toxics shown to have RP.

A careful evaluation of influent, effluent, and ambient data is an essential prerequisite for conducting the Reasonable Potential Analysis (RPA) and Effluent Limits calculations, and certain data are also required to complete the permit application forms. During this data evaluation we may identify data for invalidation or that has been incorrectly entered into CIWQS that should be identified in the permit application transmittal letter.

We will download influent/effluent data that has been submitted through CIWQS, as we have done for several recent client permit reissuances. An advantage of this approach is that the resulting data set corresponds exactly to that which the Water Board will use when it conducts the RPA. The budget for this task includes the compilation of data required to complete both this task and Task 1 above.

The results of the RPA are documented in a technical memo included in the application package. The RPA process is particularly sensitive to "outlier" values, where a single analytical result can provide the basis for a finding of RP and subsequent effluent limits. EOA understands the process, and has successfully argued for censoring of unrepresentative values that would otherwise have resulted in effluent limits.

Estimated Hours: 56

Task 3. Communicate with Regional Water Board Staff. Informal meetings with regulatory agency staff can be an effective way to reach agreement on permit language and requirements prior to the issuance of the administrative draft or tentative order, eliminating the need and expense associated with extensive formal written comments and responses. EOA has experience and understanding of those areas where Water Board staff may be flexible versus those where flexibility is not likely. This task provides for one in-person meeting (and/or teleconference) with Water Board staff, plus time to prepare an agenda, meeting materials, and/or meeting summary.

Estimated Hours: 40

Task 4. Review and Prepare Comments on Administrative Draft and Tentative Order. The Water Board may send out an Administrative Draft (AD) version of the permit with very little time (e.g. one week) for review and comment. Ideally, before the AD is released, most

Ms. Beverli Marshall

July 23, 2019

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issues have been “flushed out” through meeting(s) and/or informal correspondence with Water Board staff. The Administrative Draft is the best opportunity for resolving issues, since Water Board staff are less likely to make changes once the formal Tentative Order (TO) is issued. Comments on the TO are often made to put something in the record and/or appeal directly to Water Board Members. This task provides for an in-person meeting, as needed, with Water Board staff or to attend the Water Board adoption hearing and provide testimony on VSD’s behalf.

Estimated Hours: 44

This proposal provides for approximately 216 hours to support VSD staff during the NPDES permit renewal process. The work will be conducted on a time-and-materials basis according to the attached EOA 2019 fee schedule. Our total budget is \$58,200, which includes an allowance for expected incidental expenses in accordance with the 2019 fee schedule.

We thank you for this opportunity and look forward to working with VSD on this project.

Sincerely,
EOA, Inc.

A handwritten signature in cursive script that reads "Ray Goebel".

Ray Goebel, P.E.
Vice President - Operations

Attachment: EOA 2019 Fee Schedule
Resumes



Environmental and Public Health Engineering

2019 FEE SCHEDULE

The following fee schedule covers personnel rates for EOA, Inc. staff.

Our charges are divided into two categories: personnel, and direct expenses. A new fee schedule is issued at the beginning of each year. Charges for all work, except where other arrangements have been made, are based on the new schedule of charges.

PERSONNEL

Personnel charges are for any technical, clerical or administrative work necessary to perform the project. Work tasks include geologic and environmental consulting, engineering and computer services, regulatory liaison, and report preparation. Personnel rates are as follows:

Personnel Category	Hourly Rates
Principal	\$279
Managing Engineer/Scientist III.....	\$271
Managing Engineer/Scientist II	\$256
Managing Engineer/Scientist I	\$245
Senior Engineer/Scientist III – Project Leader	\$225
Senior Engineer/Scientist/Planner II.....	\$206
Senior Engineer/Scientist/Planner I.....	\$188
Associate Engineer/Scientist III	\$179
Associate Engineer/Scientist II.....	\$170
Associate Engineer/Scientist I	\$145
Assistant Engineer/Scientist	\$130
Administrative Manager	\$114
Technician	\$114
Clerical/Computer Data Entry	\$80

Charges for professional services are in increments of one quarter-hour. Depositions/legal testimony charged portal-to-portal, at 200% of standard rates, with a four-hour minimum charge. In accordance with California Civil Procedure 2037.7, where applicable, the minimum fee must be paid prior to commencement of testimony. Preparation for court cases is charged on a time-and-materials basis as outlined in this fee schedule.

DIRECT EXPENSES

Reimbursement for expenses directly related to services provided will be charged at cost plus 10%. Examples of such direct expenses include:

- Costs of sub-consultants or subcontractors
- Costs of special fees (insurance, permits, etc.)
- Costs of long-distance telephone, copying, drafting, blueprints, etc. (EOA copies charged at \$0.10 each for B&W, \$0.35 each for color. Large format \$0.15/sq ft for B&W, \$0.50/sq ft for color)
- Costs of color map production supplies (color ink and large format paper)
- Costs or rental of special equipment
- Costs of authorized travel and related expenses
- Automobile mileage directly related to services, at current IRS rate.

INVOICES

Invoices are prepared and submitted on a monthly basis, as either final or progress billings and are payable upon receipt unless prior arrangements have been made. Interest of 1-1/2% per month, or the maximum rate allowed by law, is payable on accounts not paid within 30 days.



Kristin Kerr, M.S., P.E., QSD

Managing Engineer

kakerr@eoainc.com

Areas of Expertise

NPDES Permitting
Wastewater Treatment Plant
Permit Compliance
Stormwater Management
Data Management

Years of Experience

EOA: 22 Years
Prior to EOA: 1 Year

Education

M.S./Environmental Engineering
University of California, Berkeley
- 1993

B.S./Civil Engineering, summa cum
laude
Tufts University, Massachusetts -
1992

Registration/Certification

- Professional Engineer, State of California
- Qualified SWPPP Developer, State of California

Overview

Ms. Kerr has over 20 years of project management, task management and technical responsibility for a range of projects related to stormwater and wastewater NPDES permit compliance, wastewater treatment plant engineering, design and operation, biosolids management, chronic toxicity investigations, and environmental data management. Recent projects have included development of draft NPDES permits, carrying out Reasonable Potential Analysis for wastewater discharge permits, development and implementation of several database applications for stormwater and NPDES compliance data management, coordination with laboratories for permit related chemical and chronic toxicity testing, and assisting with stormwater programs. Assists with Phase I, Phase II, Industrial and Construction stormwater NPDES permit compliance, developing Stormwater Management Plans, Stormwater Pollution Prevention Plans and annual reporting. She has worked in the following areas of municipal stormwater programs: municipal operations, new and redevelopment, industrial and commercial control programs, illicit discharge detection and elimination, construction site control programs, and drinking water system discharges.

Relevant Project Experience

City of Sunnyvale Water Pollution Control Plant, 1993 - ongoing

Kristin has provided technical support to the Sunnyvale WPCP for NPDES permit compliance, permit special studies, chronic

toxicity testing, Pretreatment, data management, Pollution Prevention and regulatory reporting. Kristin has been involved in several of the City's permit reissuances including compiling data, performing RPAs, calculating effluent limits, calculating site specific translators, completing permit application forms and providing permit language.

Las Gallinas Valley Sanitary District – 1998 - ongoing

Kristin has provided technical support to the Las Gallinas Valley Sanitary District for NPDES permit compliance, permit special studies, Pollution Prevention, biosolids annual reporting and data management. Kristin has been involved in several of the District's permit reissuances including compiling data, performing RPAs, calculating effluent limits, calculating site specific translators, and completing permit application forms.

City of Benicia – 2001 - ongoing

Kristin has provided technical support to the City of Benicia for NPDES permit compliance, Pretreatment and Pollution Prevention. She has assisted with annual Pretreatment Program annual reporting, annual Pollution Prevention annual reporting and Pretreatment Compliance Inspection (PCI) and Audit (PCA) responses. Assistance to the Pretreatment Program has included revisions to the sewer Ordinance,



revisions to the Enforcement Response Plan, IU Permit templates and other program documents, development of procedures for inspection and compliance assessment, including FOG, other general assistance to program staff. She has been involved in the last three permit reissuances by providing RPAs and calculating effluent limits.

East Bay Dischargers Authority (EBDA) – 2012 and 2017 Permit Reissuance

Kristin has provided technical support to EBDA during their 2012 permit reissuance and is currently working on the permit application package for the 2017 permit reissuance project. She has completed the permit application forms for EBDA and the four member agencies, performed RPAs, calculated effluent limits and evaluated data in support of monitoring reduction requests. She assisted with permit application coordination with the City of Livermore and Dublin San Ramon Services District (DSRSD) who discharge through the EBDA outfall but receive individual NPDES permits.

Other NPDES Permit Reissuance Projects

In addition to the work referenced above, Kristin has served in a key supporting role for the following permit reissuance projects: City of San Jose Water Pollution Control Plant, City of Livermore Water Reclamation Plant, City of Millbrae Water Pollution Control Plant, City of San Mateo Wastewater Treatment Plant, City of Carmel Wastewater Treatment Plant, South Bayside System Authority, East Bay Municipal Utility District, and South Orange County Wastewater Authority

Chronology

08/2004- Present: Managing Environmental Engineer, EOA, Inc., Oakland, California

11/1999-08/2004: Senior Engineer, EOA, Inc., Oakland, California

06/1993-11/1999: Associate Engineer, EOA, Inc., Oakland, California

01/1990-12/1990: Hydrologic Technician, U.S. Geological Survey, Trenton, New Jersey



Thomas W. Hall, Ph.D.
Managing Environmental Engineer
twhall@eoainc.com

Areas of Expertise

NPDES Permitting
Water Quality
Monitoring
Recycled Water
Nutrients
RWQCB Coordination

Years of Experience

EOA: 25 Years
Prior to EOA: 10 Years

Education

Ph.D./Environmental
Engineering/UC Berkeley/1989
M.S./Env. Engineering/University of
Florida /1979

Overview

Dr. Tom Hall has over 35 years of experience in the environmental engineering field, specializing in water quality, recycled water, and NPDES permitting issues. During that time he has managed multiple municipal WWTP NPDES permit reissuance and compliance projects for San Francisco Bay area clients including the East Bay Dischargers Authority and the cities of Sunnyvale and Benicia. Dr. Hall has managed several reverse osmosis (RO) recycled water pollutant and toxicity pilot studies and RO concentrate NPDES permit projects in the Bay Area. Dr. Hall is actively involved in Nutrient Strategy development issues for San Francisco Bay through his membership on the Regional Monitoring Program Technical Review Committee and participation in RWB and BACWA Nutrient Technical Work Groups.

Relevant Project Experience

NPDES Permit Compliance

Dr. Hall has been a Project Manager with responsibilities in multi-agency regulatory and permitting assistance, water and wastewater treatment, water recycling, and watershed and reservoir management. He is a specialist in Regional Water Quality Control Board (RWB) and Department of Public Health wastewater discharge and water recycling permits. Projects include municipal wastewater treatment plant NPDES permit reissuance and compliance assistance for Cities of Sunnyvale (1998, 2003, 2009, 2014), Benicia (2001, 2008, 2014), East Bay Dischargers Authority concurrent with City of Livermore (2000, 2006, 2012, 2016), and Sewer Authority Mid-Coastside (2000, 2007, 2012). He tracks and provides comments on Basin Plan related NPDES issues including bacteriological objectives, chlorine residual monitoring and reporting requirements, and peak wet weather blending permit requirements.

Recycled Water

Dr. Hall has managed several conventional Title 22 non-potable and reverse osmosis (RO) recycled water treatment and toxicity pilot studies, and RO concentrate disposal NPDES permit projects in the Bay Area. These include projects for the Santa Clara Valley Water District/City of San Jose (Silicon Valley Advanced Water Purification Center), EBMUD/Chevron Richmond Refinery (Richmond Advanced Recycled Expansion), City of Benicia/Valero Refinery; San Diego Total Resource Recovery Project (wastewater to potable water) final project report; Zone 7 Water Agency Salt Management Plan (including groundwater demineralization and RO concentrate disposal), Livermore Amador Valley Water Recycling Study and Master Water Reuse Permit; and Alameda County Water District (ACWD) groundwater desalination RO concentrate shallow water discharge NPDES permit to Newark Slough (tributary to lower San Francisco Bay).

Nutrients

Dr. Hall has been and remains closely involved in Nutrient Strategy development issues for San Francisco Bay through his membership on the Regional Monitoring Program Technical Review Committee and participation in RWB and BACWA Nutrient Technical Work Groups. He has participated since the onset of the RWB Nutrient Numeric Endpoint project Stakeholder Advisory Group. He has reviewed and provided comments on RMP and BACWA funded nutrient studies including the Conceptual Model Report and Lower South Bay

Synthesis Report. Tom is an expert on special studies, monitoring data, and environmental conditions in the Lower South Bay and Suisun Bay.

Toxicity

Dr. Hall has reviewed and interpreted numerous chronic toxicity test results and developed Toxicity Reduction Evaluation (TRE) and Toxicity Identification Evaluation (TIE) plans to address incidents of chronic toxicity. He developed an NPDES permit required Toxicity Compliance Plan for the Pinnellas County Utilities South Cross Bayou Advanced Wastewater Treatment Facility (Florida) to investigate the cause of intermittent incidents of low level, non-persistent chronic toxicity. On behalf of Bay area clients he has provided comments to the State Water Board on the proposed Whole Effluent Toxicity Plan and associated Test of Significant Toxicity.

Dr. Hall was Co-Project Manager for the team that successfully developed copper site specific water quality objectives (SSOs) for San Francisco Bay north of the Dumbarton Bridge. That BACWA funded work involved preparing the experimental design for and coordinating chronic toxicity testing by a specialized bioassay laboratory using *Mytilus* sp. There was also multi-year stakeholder outreach and involvement conducted that led to the Regional Water Board adopting a Basin Plan Amendment to incorporate the copper SSOs.

Municipal Utility District Experience

Prior to joining EOA, Dr. Hall worked for five years for the East Bay Municipal Utility District (EBMUD) in Oakland. He worked for two years in the Wastewater Department at the Main Wastewater Treatment Plant (SD-1) providing water quality monitoring and process control engineering support for the 168 mgd high purity oxygen secondary treatment plant. He worked for three years in the Water Treatment Division providing technical support to help optimize performance of six water treatment plants with a combined capacity over 500 mgd. He also designed and conducted pilot studies to investigate ozone and GAC treatment technologies.

Regulatory Agency Experience

Dr. Hall also worked for five years for the San Francisco Bay Regional Water Quality Control Board in Oakland. He was responsible for implementing State and Federal water pollution control programs, including NPDES, for twelve major municipal and industrial wastewater treatment facilities in San Mateo County. He conducted inspections, monitoring, permitting and enforcement actions. He was coordinator for the O&M, wet weather treatment, and pretreatment programs at the RWB.

Agencies and Associations

Dr. Hall is an active participant in and contributor to Bay area and state-wide water quality related agencies and associations. These include the Bay Area Clean Water Agencies (BACWA) Permits Committee, Recycled Water Committee, and Executive Board, the California Association of Sanitation Agencies (CASA) Regulatory Workgroup, and the WaterReuse Association of California and its Northern California Section. He has been a long-term designated member of the Regional Monitoring Program Technical Review Committee.

Chronology

08/1990- Present: Managing Environmental Engineer, EOA, Inc., Oakland, California

12/1985-8/1990: Assistant Civil Engineer, East Bay Municipal Utility District, Oakland, California

01/1981-12/1985: Sanitary Engineering Associate, San Francisco Bay RWQCB, Oakland, California



Ray Goebel, M.S., P.E.

Principal Engineer

rpgoebel@eoainc.com

Areas of Expertise

NPDES Permitting, Permit Compliance, Pretreatment Wastewater Treatment Plant Operations
Capital Project Planning and Management
Water Recycling
Environmental Data Management

Years of Experience

EOA: 28 Years
Prior to EOA: 13 Years

Education

M.S./Mechanical Engineering
UC Berkeley - 1974
B.S./ Mechanical Engineering
UC Berkeley - 1973

Registration/Certification

- Professional Mechanical Engineer, State of California

Overview

Mr. Goebel has over 25 years of experience providing technical support and project management services to clients for all aspects of NPDES permitting and compliance, wastewater treatment plant design and operation, pretreatment program support and local limits development, biosolids management, water recycling, water quality monitoring and environmental data management. Ray has managed multiple NPDES permit reissuances, permit-mandated special studies, and other wastewater and recycled water projects. He also serves as EOA's Vice President for Operations, with responsibility for day-to-day operation and management of EOA's 20+ staff of engineers and scientists.

Relevant Project Experience

City of Sunnyvale Water Pollution Control Plant (ongoing)

For over 25 years, Ray has provided technical support to the Sunnyvale WPCP for NPDES permit compliance, permit special studies, plant operations, biosolids management, data management, Pretreatment, and capital project development. Ray managed special studies for the reduction of disinfection byproducts, an evaluation of diverting stormwater to the WPCP for mercury loading reduction, various source identification/loading reduction studies, pilot testing for

oxidation pond sediment removal. Ray also prepared the WPCP's Reliability Report, Contingency Plan, Local Limits Evaluation, and maintains the WPCP's O&M Manual and various data management tools. He is a participant in the WPCP's current Master Planning effort for reconstruction of the treatment plant, providing advice and review of technical documents and designs. Ray has been a member of the EOA project team for the City's permit reissuances and served as project manager for the 2014 permit reissuance.

Las Gallinas Valley Sanitary District (ongoing)

Ray provides a wide range of technical support services to the LGVSD related to treatment plant, laboratory, and collection system operations. He conducted NPDES special studies for receiving water ammonia, receiving water temperature, metal translators, in-plant metals removal, and blending. He coordinated the development of the District's Sewer System Management Plan, and provides ongoing support for its implementation and updating. Ray developed the treatment plant's laboratory database and compliance reporting systems. He prepared the Engineering Report and developed data management tools for the District's Title 22 Recycled Water MF/UV Facility, and is assisting the District in plans for the expansion of both that facility and of the treatment plant's secondary treatment process. Ray advises the plant on issues related to permit compliance for the District's NPDES, Reclamation, and Recycled Water permits, and prepares all annual reports related to those permits. Ray served as the EOA project manager for the 2003, 2009 and 2015 Las Gallinas Valley Sanitary District's NPDES permit reissuances.



City of Benicia (ongoing)

For the past 10 years, Ray has provided technical support to the City of Benicia WWTP for NPDES permit and related issues. Ray assisted the City with its 2001, 2008, and 2012-2013 NPDES permit reissuance processes. He has assisted the WWTP on Pretreatment issues, general compliance issues, collection system issues, and recycled water project planning. Ray developed a Permit Manual for use by City staff to guide implementation of the new permits. With the adoption of the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems in 2006, Ray's role expanded to include assistance in the development the City's SSMP and in the subsequent annual audits and updates, and in advising the City on issues related to reporting and compliance under the General Order. Assistance to the Pretreatment Program has included local limits reviews (2005, 2008), review of program documents, development of procedures for inspection and compliance assessment, including FOG, and other general assistance to program staff.

City of Sunnyvale Recycled Water Program (ongoing)

Ray served as project manager for the development of Sunnyvale's Water Recycling Program. He coordinated the planning, design and construction support for treatment, pumping and distribution facilities, development of the City's Rules and Regulations, and of the administrative program for site evaluations, retrofits, permitting, cross-connection testing and monitoring. Ray provides ongoing technical support to the program in areas related to planning, operations, data management, and permit compliance and reporting.

Other Recycled Water Projects

In addition to the work referenced above, Ray has served as the project lead or in a key supporting role for the following recycled water projects:

- East Bay Municipal Utility District: Reuse site evaluations
- EBMUD/Chevron Refinery (RARE Project): Impact of RO concentrate on NPDES Permit compliance; development of interagency agreement
- City of Benicia/Valero Refinery: Project feasibility and impact of RO concentrate on NPDES Permit compliance
- City of Benicia WWTP: Title 22 Engineering Report for production and use of recycled water at City facilities
- City of Livermore: Development of Rules & Regulations and Administrative/Permitting Procedures; Title 22 Engineering Report for reuse sites
- Various private clients in Livermore Valley: Title 22 Engineering Report for reuse sites
- Pebble Beach Community Services District: Title 22 Engineering Report for distribution system expansion
- Santa Jose/Santa Clara WPCP/Silicon Valley Advance Water Purification Center: Impact of RO concentrate on NPDES Permit compliance (original plant design and 2015 proposed plant expansion)

Chronology

08/1988 - Present: Senior Engineer, Managing Engineer, Principal Engineer and Vice President, EOA, Inc.

08/1983 - 07/1988: Vice-President and Managing Engineer, Microbial Products, Inc. Fairfield CA

04/1980 - 07/1983: Project Engineer, Enbio, Inc., Fairfield CA

06/1977 - 10/1979: Assistant Development Engineer, UC Berkeley Sanitary Engineering Research Lab, Richmond CA



Via Electronic Mail

July 16, 2019

Ron Buchwald, PE
District Engineer
Valley Sanitary District
45500 Van Buren Street
Indio, CA 92201

Re: Proposal for Assistance with 2020 NPDES Permit Renewal

Dear Mr. Buchwald:

Thank you for the opportunity for Woodard & Curran to submit a proposal to assist with renewal of Valley Sanitary District's 2020 National Pollutant Discharge Elimination System (NPDES) permit. Staff at Woodard & Curran have extensive previous experience in preparing the Report of Waste Discharge (ROWD) and other application materials and in assisting wastewater agencies with negotiating permit conditions with the Regional Water Boards.

PROJECT UNDERSTANDING

Woodard & Curran, Inc. will assist the Valley Sanitary District (District) with the reissuance process for its NPDES permit. The current permit expires on May 31, 2020, and the NPDES permit application for reissuance (called the Report of Waste Discharge) is due on September 14, 2019, as requested by the Colorado River Basin Regional Water Quality Control Board (Regional Water Board) in the reissuance letter provided on March 1, 2019. The Regional Water Board is planning to renew the permit in March 2020.

The scope of work is divided into the three tasks, two of them optional, listed below. The fee estimate for each task also includes time for internal and external communication, as well as project management tasks such as preparing monthly progress reports, meeting agendas, and meeting minutes.

SCOPE OF SERVICES

Task 1. Report of Waste Discharge

Woodard & Curran will prepare the District's ROWD, which has a legal due date of December 3, 2019 but which the Regional Water Board has requested by September 14, 2019. Preparation of the ROWD is organized into the following activities:

1.1 Kick-off Meeting and Permit Strategy

Woodard & Curran will hold a conference call with District staff and lead a discussion of the detailed approach to the preparation of technical analyses and the ROWD, including estimated task schedules. Woodard & Curran and District staff will discuss the current regulatory climate, issues of potential concern, compliance considerations, planning for submittal of the permit application, and strategies for permit renewal. In addition, Woodard & Curran will gather information from District staff regarding requests for potential permit changes and will discuss options.



1.2 Forms

The data required for the permit application includes general information about the treatment facilities and collection systems, priority pollutant data including statistical summaries of the data, and other data and information related to the NPDES permit renewal and other considerations. Woodard & Curran will compile data and information to complete the following forms:

- State Water Resources Control Board Form 200
- USEPA Form 1
- USEPA Form 2A
- USEPA Form 2S, Part 2

1.3 Compile Applicable Data and Information

Woodard & Curran will collect and review pertinent data provided by the District to evaluate compliance history and determine data sufficiency. Data to be reviewed may include influent and effluent data (flows and quality); receiving water data; whole effluent toxicity data; industrial user data; biosolids data; and selected planning documents prepared by the District. This task also includes placing the data into a format that facilitates subsequent activities of the project and a format that is suitable for submission as requested by the Regional Water Board. Woodard & Curran may suggest that District staff investigate data quality issues as part of the data compilation.

1.4 Requested Changes to Permit

Woodard & Curran will prepare a document identifying requested changes to the permit, including changes to monitoring requirements and operations. Woodard & Curran will review and summarize recent and planned operational changes and capital projects in the ROWD to provide relevant information regarding changes to treatment capacity and/or discharge location, volume, or quality.

1.5 Preparation of Report of Waste Discharge

Woodard & Curran will compile the information and documents prepared as part of Tasks 1.1 through 1.4 in the ROWD, as appropriate. A complete draft permit application will be prepared and submitted in electronic and hard copy forms for District review. Woodard & Curran will hold a conference call with District staff to discuss the District's comments. Following this meeting, Woodard & Curran will make necessary revisions and coordinate submittal of the application by the due date.

Woodard & Curran will prepare the final ROWD and provide copies to the District and to Regional Water Board staff in both electronic and hard copy formats.

Assumptions for Task 1:

- The kick-off meeting will be held via conference call, and will be attended by relevant District staff, plus three representatives from Woodard & Curran. The expected duration is 1.5 hours.
- Upstream receiving water and effluent monitoring data for the period June 1, 2015 (the permit effective date) through approximately May 31, 2019 will be included in the ROWD.
- District staff will provide data needed for completion of the ROWD within approximately one week of the kickoff meeting.
- District staff will provide copies of the Best Management Practices Plan, Spill Response Plan, and Toxicity Reduction Evaluation Workplan to be included with the ROWD.



- California Environmental Quality Act (CEQA) documents and Antidegradation Analysis Report are not required.
- Meetings between District staff and Woodard & Curran will be held via conference call.
- The budget for Task 1 includes time for internal quality assurance/quality control review of the ROWD and electronic data.

Deliverables for Task 1:

- Agenda for the kick-off meeting, including a preliminary data request
- Meeting minutes and list of action items from kick-off meeting
- Draft ROWD (electronic copy and up to 5 hard copies)
- Final ROWD (electronic copy and up to 5 hard copies, including the copy for the Regional Water Board)

Task 2. Technical Support for Permit Reissuance (Optional)

Following submission of the ROWD, Woodard & Curran will provide additional technical support to assist with the permit reissuance. Additional support includes the following activities:

2.1 Reasonable Potential Analysis and Compliance Attainability Analysis

Woodard & Curran will perform a reasonable potential analysis (RPA) for the District's effluent using the approach in the State Implementation Policy (SIP) and recent permit precedent in the Colorado River Basin Region. The RPA is expected to be conducted using the most recent four years of effluent data. No receiving water data is expected to be available. Woodard & Curran will use the results of the RPA, which identifies constituents needing effluent limits, to calculate estimated final effluent limits.

There are different ways to interpret language in the California Toxics Rule (CTR) and the SIP, as well as the Colorado River Basin Water Quality Control Plan (Basin Plan). It will likely be appropriate to conduct "what ifs" on the RPA and calculation of effluent limits to determine the consequences of various alternative interpretations. Woodard & Curran will conduct these sensitivity analyses for scenarios that are appropriate for the District to consider. Activities under this task will aid determination of compliance attainability.

A report summarizing the findings from the RPA will be prepared.

2.2 Additional Technical Analysis as Requested by Regional Water Board

Regional Water Board staff may request additional reports or analyses following review of the submitted final ROWD. Under this task, Woodard & Curran will assist in preparing documents at the request of Regional Water Board staff, as budget permits.

2.3 Identify Expected Changes to Permit Based on Recently Adopted Permits

The District anticipates changes to the current permit. Woodard & Curran will review up to three other recently adopted permits in the Colorado River Basin Region to identify expected changes to the current permit. Woodard & Curran will prepare a list of expected changes and discuss with District staff via conference call to identify potential issues in anticipation of permit negotiations with Regional Water Board. Timely identification of potentially contentious permit requirements could help guide discussions with Regional Water Board staff during the early stages of permit negotiations and could streamline review of the permit administrative draft and Tentative Order.



Assumptions for Task 2:

- Effluent monitoring data through approximately May 2019 compiled for Task 1.2 will be used for the RPA.
- A meeting between District staff and Woodard & Curran will be held via conference call.
- The budget for Task 2 includes time for internal quality assurance/quality control review of the RPA and other documents to be prepared.

Deliverables for Task 2:

- Draft RPA (electronic copy)
- Final RPA (electronic copy)
- List of Expected Changes to Permit with Discussion

Task 3. Permit Renewal Negotiations (Optional)

Woodard & Curran will assist the District during the permit renewal process of its 2020 NPDES permit. The permit renewal activities, including negotiations, are organized into the following activities.

3.1 Review Administrative Draft Order and Prepare Comments

Woodard & Curran will review the administrative draft permit and develop a redline-strikeout Microsoft Word version of the permit to show comments, including specific justification for substantive changes. Woodard & Curran will hold a conference call with District staff to discuss and compile comments on the administrative draft, and then prepare comments for submittal to the Regional Water Board.

The budget for this task assumes that there will be one administrative draft permit issued by the Regional Water Board.

3.2 Review Tentative Order, Prepare Comments and Conduct Negotiations during Public Comment Period

Woodard & Curran will prepare a formal comment letter on the Tentative Order issued by the Regional Water Board, for submittal to the Regional Water Board. Comments on a Tentative Order are typically more detailed and comprehensive than comments on administrative drafts because the Tentative Order comments are submitted for the public record and can be used in an appeal or for other actions on the permit. The Tentative Order comments may require additional research for citations of precedent-setting activity and will cover aspects of the permit that the District wishes the Regional Water Board staff to revise or that the District could desire to appeal.

Either before or after the Tentative Order comments are submitted, it may be appropriate to meet with Regional Water Board staff to negotiate specific items. The budget for this task assumes that there will be one version of the Tentative Order and one in-person meeting with Regional Water Board staff.

3.3 Prepare for Regional Water Board Hearing

Prior to the Regional Water Board hearing, Regional Water Board staff will issue a draft Response-to-Comments as well as a revised Tentative Order. Woodard & Curran will review these documents for consistency with previous negotiations and check for new issues that may need to be discussed with Regional Water Board staff.



The most desirable approach for the public hearing is for the permit to be placed on the consent calendar because there are no objections. However, if the permit is placed on the regular calendar, Woodard & Curran will assist the District in selecting speakers and preparing oral testimony for the Regional Water Board hearing. Preparation of materials will be conducted as budget permits.

Assumptions for Task 3:

- The budget for Task 3 includes time for internal quality assurance/quality control review of the deliverables (administrative draft comments and Tentative Order comment letter).
- Meetings between District staff and Woodard & Curran will be held via conference call.
- One in-person meeting with Regional Water Board staff will be held at the Regional Water Board offices in Palm Desert.
- The fee estimate assumes one Woodard & Curran representative will attend the adoption hearing.

Deliverables for Task 3

- Draft markup of administrative draft permit (electronic copy only)
- Final markup of administrative draft permit (electronic copy only)
- Draft comment letter on Tentative Order (electronic copy only)
- Final comment letter on Tentative Order (electronic copy only)

SCHEDULE

A preliminary estimated schedule, based on an anticipated adoption date of March 2020, for the permit renewal process is shown below. The dates shown are subject to change based on unanticipated actions by the Regional Water Board, USEPA, non-governmental organizations, or others. The purpose of showing this preliminary schedule is to illustrate how the process will likely proceed.



Estimated NPDES Permit Renewal Schedule

Estimated Date	Activity
July 2019	Kick-off meeting for permit renewal
Mid-July to mid-August 2019	Woodard & Curran prepares draft Report of Waste Discharge (ROWD). District staff provide relevant information and respond to questions.
Late August 2019	Provide complete Draft ROWD to District Staff for Review
Week of August 26, 2019	Conference Call to discuss District comments
September 14, 2019	Deadline for submittal of ROWD. Submit Final ROWD
September through November 2019	Complete RPA and other information as requested by District or Regional Water Board
Early December 2020	Receive administrative draft NPDES Permit
Mid-December 2020	Deadline for comments on administrative draft NPDES Permit (about one week after administrative draft is received)
Early January 2020	Tentative Order (public draft NPDES Permit) issued for public comment
Early February 2020	Deadline for formal comments on Tentative Order
Early March 2020	Revised Tentative Order and Response-to-Comments released in Regional Water Board Packet
March 2020	Permit adoption hearing

BUDGET

Woodard & Curran proposes to provide the District with NPDES renewal assistance for a fee not to exceed \$40,376 for completion of the Report of Waste Discharge, or \$109,096 with optional tasks for technical support and permit negotiations, to be billed on a time and materials basis. A proposed fee estimate is attached as **Exhibit A**.

We appreciate this opportunity and are open to discussing our scope and fee in order to meet Valley Sanitary District's needs. Please feel free to call me at (858) 875-7420 if you have any questions regarding this proposal or require any further information.

Sincerely,

WOODARD & CURRAN

Rosalyn Prickett, AICP
Senior Water Resources Planner
Principal

Erica Wolski, PE
Technical Manager 2

Attachment: Exhibit A: Fee Estimate



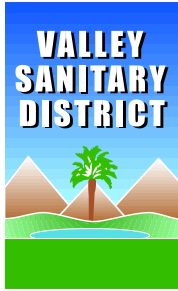
Exhibit A - Fee Estimate
July 16, 2019

Valley Sanitary District
Assistance with 2020 NPDES Permit Renewal

Tasks	Labor						Total Hours	Total Labor Costs (1)	ODCs		Total
	Rosalyn Prickett	Erica Wolski	Mary Cousins	Elisa Lee	Ally Davis	Jen Sindermann			ODCs	Total ODCs (2)	Total Fee (3)
	Principal in Charge	Project Manager	Technical Reviewer	Engineer 3	Engineer 1	Project Assistant					
	\$282	\$266	\$266	\$212	\$162	\$110					
Task 1. Report of Waste Discharge											
1.1 Kickoff Meeting and Permit Strategy	2	12	2	16	10		42	\$9,300	\$0	\$0	\$9,300
1.2 Forms		6	2	8	16		32	\$6,416	\$0	\$0	\$6,416
1.3 Compile Applicable Data and Information		6	2	8	26		42	\$8,036	\$0	\$0	\$8,036
1.4 Requested Changes to Permit		6	2	10	10		28	\$5,868	\$0	\$0	\$5,868
1.5 Preparation of ROWD	2	8	4	12	18	12	56	\$10,536	\$200	\$220	\$10,756
Subtotal Task 1:	4	38	12	54	80	12	200	\$40,156	\$200	\$220	\$40,376
Task 2. Technical Support for Permit Reissuance (Optional)											
2.1 RPA and Compliance Attainability Analysis		4	2	40	12	2	60	\$12,240	\$0	\$0	\$12,240
2.2 Additional Technical Analysis as Requested		8	2	20	20		50	\$10,140	\$0	\$0	\$10,140
2.3 Identify Expected Changes to Permit	2	4	2	20	16		44	\$8,992	\$25	\$28	\$9,020
Subtotal Task 2 (Optional):	2	16	6	80	48	2	154	\$31,372	\$0	\$28	\$31,400
Task 3. Permit Renewal Negotiations (Optional)											
3.1 Review Administrative Draft Order and Prepare Comments	2	8	6	24	24	2	66	\$13,484	\$0	\$0	\$13,484
3.2 Review Tentative Order and Prepare Comments	2	14	8	32	26		82	\$17,412	\$200	\$220	\$17,632
3.3 Prepare for Regional Water Board Hearing	2	10	4	8			24	\$5,984	\$200	\$220	\$6,204
Subtotal Task 3 (Optional):	6	32	18	64	50	2	172	\$36,880	\$400	\$440	\$37,320
TOTAL (Without Optional Phases):	4	38	12	54	80	12	200	\$40,156	\$200	\$220	\$40,376
TOTAL (With Optional Phases):	12	86	36	198	178	16	526	\$108,408	\$625	\$688	\$109,096

Notes:

- The individual hourly rates include salary, overhead and profit.
- Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.
- Woodard & Curran reserves the right to adjust its hourly rate structure at the beginning of the calendar year for all ongoing contracts. Rates shown are for 2019.



**Valley Sanitary District
Board of Directors Meeting
August 13, 2019**

TO: Board of Directors

THRU: Beverli A. Marshall, General Manager

FROM: Joanne Padgham, Administration & Finance Manager

SUBJECT: Adoption of Policies: Brown Act; Nepotism; and Public Records

<input checked="" type="checkbox"/> Board Action	<input type="checkbox"/> New Budget Approval	<input type="checkbox"/> Contract Award
<input type="checkbox"/> Board Information	<input type="checkbox"/> Existing FY Approved Budget	<input type="checkbox"/> Closed Session

Recommendation

It is recommended that the Board of Directors adopt the attached Valley Sanitary District's Policies:

- Brown Act Policy
- Nepotism Policy
- Public Records Policy

Background

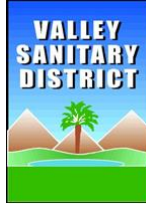
To be in compliance with current requirements, and as part of our mission to be more efficient and transparent, we have updated or created the attached policies.

Fiscal Impact

There is no fiscal impact from approving these policies.

Attachments:

Attachment A: Brown Act Policy
Attachment B: Nepotism Policy
Attachment C: Public Records Policy



BROWN ACT POLICY

Adopted: __/__/19

I. PURPOSE

To comply with the Ralph M. Brown Act (Brown Act) as codified in California Government Code §§ 54950, et seq.

II. POLICY

It is the policy of the Valley Sanitary District (District) that all meetings and writings of District officials will be open to the public and conducted in compliance with the Brown Act. This includes noticed meetings and any communication medium through which a quorum of the District Board discusses, deliberates, or takes action on an item of District business. The Brown Act does not apply to the independent conduct of individual decision-makers or to social, ceremonial, educational, or other gatherings unless a majority of a decision-making body discusses official business.

A. Types of Meetings

1. Regular Meetings

Agendas must be posted as required by law and made available to the public at least 72 hours in advance of the meeting. The agenda must include sufficient details for members of the public to determine the content of the discussions.

2. Special Meetings

Agendas must be posted as required by law and made available to the public at least 24 hours in advance of the meeting. The agenda must include sufficient details for members of the public to determine the content of the discussions.

3. Emergency Meetings

Agendas must be posted as required by law as soon as is practicable in advance of the meeting. The agenda must include sufficient details for members of the public to determine the content of the discussions.

4. Adjourned Meetings

Agendas are not required to be posted for regular meetings if adjourned for less than five calendar days as long as no additional business is transacted. Otherwise, agendas must be posted as required by law.

5. Closed Sessions

The Brown Act includes limited exceptions for closed sessions. The agenda must cite the Brown Act section authorizing the closed session. Following the closed session, the Board must provide a written or oral report on certain actions taken during the closed session and the vote of every Board member present during the discussion.

6. Teleconference

If the District Board chooses to discuss official business via teleconference, the District must:

- post agendas at all teleconference locations specifying the teleconference locations;
- provide public an opportunity to speak at each teleconference location; and
- take all votes by roll call.

B. Violations

District officials conducting District business through serial communications or informal gatherings that are not open to the public constitutes a violation of the Brown Act. If an intermediary, such as District staff, contacts at least a quorum of Board members to develop a collective concurrence on action to be taken by the Board, a Brown Act violation is likely.

C. Public Participation at Meetings

The Brown Act states that members of the public may attend, record, broadcast, and participate in public meetings. It also allows the District to adopt reasonable limitations on public testimony and regulate conduct during public meetings.

D. Non-Agenda Items Discussed at Meetings

Discussing or taking action on an item not appearing on a posted agenda is not allowed and may violate the Brown Act. With regards to items not included on the agenda, Board members are only allowed to:

- briefly respond to public statements or questions;
- ask a question for clarification;
- make a brief announcement;
- make a brief report on their activities (e.g. trips in which reimbursement was received from the District);
- provide a reference to staff or other sources for factual information; and
- request staff to place a matter on a future agenda and report back to the Board at a subsequent meeting.

III. DEFINITIONS

As used in this policy, the following words and phrases shall have the following definitions.

Adjourned meetings: regular or special meetings that have been adjourned or re-adjourned to a time and place specified in the adjournment decision.

Closed Session: portion of a meeting that may be closed to the public. Closed sessions may be held to discuss or take action on the following topics.

- Litigation
- Anticipated litigation by or against the District
- Real estate negotiations related to purchase, sales, leases, or exchanges
- Appointment, employment, evaluation of performance, discipline, or dismissal of a public employee
- Labor negotiations
- License applicants with criminal records
- Public security

Communication medium: includes, but is not limited to, teleconferences, web conferences, e-mails, internet or intranet conversations, and blogs.

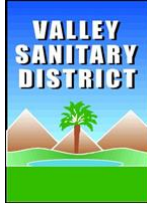
Emergency meetings: meetings held when prompt action is needed due to actual or threatened disruption of public facilities and must be held with less than 24-hour notice.

Quorum: a majority of the Board of Directors. In the case of the District, this is at least three (3) directors.

Regular meetings: meetings that occur at dates, times, and locations as established by resolution, ordinance, or other formal action by the District Board.

Serial communication: when Director A contacts Director B to discuss official District business, and then Director B contacts Director C, and so on until a quorum is involved. Contact may be in person, via telephone, e-mail, or other form of communication.

Special meetings: meetings called by the Board President, or a majority of the Board, to discuss only discrete items on the agenda.



EMPLOYMENT OF RELATIVES (NEPOTISM) POLICY

Adopted: __/__/19

I. PURPOSE

To regulate the employment and placement of relatives, spouses, domestic partners, in order to avoid conflicts of interest and to promote safety, security, supervision, and morale.

II. POLICY

It is the policy of the Valley Sanitary District (District) not to appoint, promote, or transfer a person to a position within the same division, department, or location in which the employee's relative already holds a position if any of the following would result:

- a direct or indirect supervisory relationship between the relatives;
- the two employees would have job duties that would require performance of shared duties on the same or related work assignment;
- both employees would have the same supervisor; or
- a potential for creating an adverse impact on supervision, safety, security, morale, or efficiency.

Furthermore, the District will not appoint, promote, or transfer a person to a position within the same division, department, or location in which the employee's spouse or registered domestic partner already holds a position if any of the following would result:

- one spouse or domestic partner would be under the direct supervision of the other spouse or domestic partner; or
- potential conflicts of interest or hazards for married persons, or those in domestic partnership, that would be greater than for those who are not married or in domestic partnerships.

If two District employees who work in the same department become spouses or domestic partners after having already been employed by the District, the General Manager has the discretion to transfer one of the employees to a position in another division. Although the wishes of the two employees will be considered, the

Valley Sanitary District
Employment of Relatives (Nepotism) Policy
Page 2

General Manager retains the sole discretion to determine which employee will be transferred based on District needs for supervision, safety, security, or morale. Any such transfer that results in a salary reduction is not disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary appeal due process.

If continuing employment of both employees who later become spouses or domestic partners and cannot be accommodated in a manner that the General Manager finds to be consistent with the District's interest in the promotion of supervision, safety, security, or morale, then the General Manager retains sole discretion to separate one employee from District employment. Absent the resignation of one employee, the less senior employee will be separated. Any such separation is not disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary appeal due process.

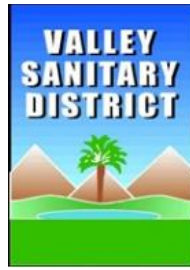
III. DEFINITIONS

As used in this policy, the following words and phrases shall have the following definitions.

Relative: child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, or in-laws of those enumerated by marriage or domestic partnership.

Spouse: one of two persons to a marriage, or two people who are registered domestic partners, as those terms are defined by California law.

Supervisory relationship: relationship in which one employee exercises the right or responsibility to control, direct, reward, or discipline another by virtue of the duties and responsibilities assigned to them by the District.



VSD POLICY FOR RESPONDING TO PUBLIC RECORDS ACT REQUESTS

Adopted: __/__/2019

I. PURPOSE AND SCOPE

It is the purpose of the District to establish a policy for responding to requests from the public to inspect or obtain copies of District records in accordance with the Public Records Act (Gov. Code § 6250 et seq.) and the California Constitution (Art. I, § 3(b)). Nothing herein is intended to waive exemptions for particular records set forth in the Public Records Act or other law.

This Policy covers all District records that relate to the conduct of the public's business and are prepared, owned, used, or retained by the District in the ordinary course of business.

"Records" generally include writings whether handwritten, typed, printed, emailed, faxed, or stored in any electronic or other medium, as well as pictures and video and sound recordings. For a full definition of "writing" as used in the Act, see Gov. Code § 6252(g).

A request for public records may be made by any member of the public, whether or not a constituent of the District, or by any business, organization, or other entity. District officials (e.g., Board Members and officers) have the same status as members of the public under the Act, but of course may review records related to their official duties without making a Public Records Act request.

The District is required to respond to a Public Records Act request within ten days.

II. RESPONSIBILITY

The Policy for Responding to Public Records Act Requests shall be administered by the Clerk of the Board, in consultation with the General Manager and the District's attorney. When applicable, each department head or designee shall work with the Clerk of the Board to locate and compile documents which may be responsive to Public Records Act requests.

III. SPECIFIC POLICIES

Receipt of Public Records Act Request

The District shall request that Public Records Act requests ("Records Requests") be made directly to the Clerk of the Board, in a writing that reasonably outlines the categories of records sought. However, the District cannot compel a party to submit a written request (verbal requests are permitted), nor to submit the request directly to the Clerk of the Board (requests

may be made to any District employee, and submitted by letter, email, fax, phone call, or other means). Moreover, the District is responsible for assisting the requestor to make a focused and effective request.

Thus, District employees should ask parties requesting public records to submit the request in writing to the Clerk of the Board, but should be prepared to accept and assist with requests submitted by other means. In such cases, the employee receiving the request should seek to ensure the following information is included with the request: (a) the requestor's contact information (unless the requestor declines to provide it); (b) a reasonable description of the records requested; and (c) whether the requestor wants copies of the records or to inspect the records at the District.

When a Records Request is received by a District employee, he or she should immediately forward the Request to the Clerk of the Board, who will provide the request to the General Manager. The General Manager will determine if any other department heads should receive a copy. The General Manager and attorney should determine if the Records Request covers records that are confidential or otherwise exempt from disclosure under the Public Records Act, or if it appears that the Records Request might be related to potential or pending litigation.

Initial Processing of the Records Request

Upon receipt of a Records Request, the Clerk of the Board shall immediately (a) date stamp the Records Request; (b) scan the Records Request to the appropriate folder; and (c) enter the Records Request into the Public Records Act Log. (See section 9 below, for discussion of Public Records Act Log.)

Gathering Records for Potential Disclosure

The Clerk of the Board shall ensure that a Records Request is distributed to each District department which might have responsive records and request that the department(s) provide the Clerk of the Board the following information within three business days: (a) whether there may be responsive records; (b) a time estimate to provide the potentially responsive records to the Clerk of the Board's office for review, and (c) whether the department anticipates that more than ten calendar days from the date of the request will be needed to locate all potentially responsive public records.

The Clerk of the Board should check in with the relevant departments periodically to ensure the Records Request is processed in a timely manner.

Response Deadlines

The District has a maximum of ten calendar days from receipt of the Records Request to notify the requestor whether there are District records in response to the Request. If the tenth day falls on a weekend or holiday, the deadline rolls to the next business day. In "unusual circumstances," the Clerk of the Board can, by written notice to the requestor, extend the

District's time to respond to the request for up to fourteen additional days pursuant to Gov. Code § 6253(c). The "unusual circumstances" recognized by the Public Records Act are:

- A. The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the Records Request.
- B. The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records demanded in a single Records Request.
- C. The need for consultation, which shall be conducted with all practicable speed, with another agency having substantial interest in the determination of the Records Request or among two or more components of the District having substantial subject matter interest therein.
- D. The need to compile data, write programming language or a computer program, or construct a computer report to extract data.

Determining Whether Records Are Exempt from Disclosure

Several types of records are generally deemed confidential or otherwise exempt from disclosure under the Public Records Act. If the Clerk of the Board believes that a Records Request potentially involves exempt records, he/she should discuss the Records Request with the General Manager, who should confer with District attorney for an opinion on the matter.

- A. Common Exemptions: Many, but not all, of the exemptions are contained within the text of the Public Records Act (e.g., Gov. Code §§ 6254, 6255). Examples of records that are usually exempt from disclosure are:
 - i. Preliminary drafts of certain documents that are not retained by the District in the ordinary course of business;
 - ii. Records related to pending litigation, including claims or lawsuits that are not yet adjudicated or settled;
 - iii. Attorney-client communications, which generally includes all communications between the District's attorney and a District employee or official;
 - iv. Personnel records, medical information, or other similar records the disclosure of which would constitute an unwarranted invasion of personal privacy;
 - v. Personal confidential information, like drivers' licenses, social security numbers and, in some instances, personal contact information (however, addresses, email addresses and phone numbers provided to the District on

District forms or contracts may generally be disclosed on the grounds that the party who submitted his or her contact information did not retain an expectation of privacy);

- vi. Taxpayer information in connection with collection of local taxes;
- vii. Feasibility studies for public contracts or property acquisition (unless required to disclose under eminent domain law) - until the contract is entered or the property acquired;
- viii. Computer Software which includes computer systems, mapping programs and graphic programs;
- ix. Architectural and official building plans – plans may be inspected but may not be copied, absent approval from the owner and design professional;
- x. Statements of personal worth or personal financial data required by the District and filed by an applicant to establish personal qualifications for a license, certificate, or permit; Proprietary or trade secret information submitted by a business or business owner; and
- xi. Where the public interest in nondisclosure clearly outweighs the public interest in disclosure (the catch-all exemption).

The foregoing are examples, not a complete list, of potential exemptions. Final exemption determinations shall be made by the District's attorney.

- B. Process Regarding Disclosure of Third-Party Information that Is Potentially Exempt: Some District records include third party information for which an exemption determination is a close call. The District should seek to ensure that the third party's rights are honored with respect to whether such information is exempt or is a disclosable public record. All public records act requests that involve third party information should be discussed with the District's attorney to determine whether disclosure is mandated.

Responding to the Records Request

The Clerk of the Board shall notify the requestor: (a) whether the District has records responsive to the Records Request and (b) whether all responsive records will be disclosed, or whether any records will be withheld or redacted because of an exemption.

If the District determines that some or all of the requested documents are exempt from disclosure, the response must identify the ground(s) for the exemption(s), and the name of the Clerk of the Board or the District's attorney (as the case may be) as the person responsible for such exemption determination. Such exemption determinations shall be provided in writing.

The District must promptly provide the requestor with the opportunity to obtain copies of public records or to inspect them before determining which records to have copied. (Gov. Code § 6253(b)) In most circumstances, the records will be produced or made available for inspection when the Clerk of the Board notifies the requestor that there are records responsive to the request (whether that response is made per the 10-day deadline or, in “unusual circumstances,” per the 14-day extension). However, when the Records Request involves a significant volume of documents, the District may take additional time to provide the records. But in all cases, the District must provide the records as soon as reasonably possible.

Copies of Records

If copies are requested, the District will charge a per page fee. For most records, the fee will be established by the District’s fee schedule; for some records, state law establishes the fee (e.g., for copies of official’s financial disclosures—Form 700.) (See Gov. Code § 6253(b) and Gov. Code § 81008.) The District's direct cost of duplicating unusual records— e.g., blueprints, computer disks, DVDs, electronic back-up tapes—are calculated on a case-by-case basis. In the Clerk of the Board’s discretion, if the Records Request does not involve a significant volume of documents and the requestor agrees, the Clerk of the Board may scan the records and send PDFs to the requestor electronically. If the request involves a substantial amount of copying, the Clerk of the Board should obtain payment before providing the copies.

Inspection of Records

Where only inspection is requested, the records will ordinarily be made available for inspection during all normal District business hours. If the request seeks review of voluminous records, a mutually-agreeable time will be scheduled for the inspection. The operational functions of the District will not be suspended to permit inspection of records during periods in which such records are reasonably required by District personnel in the performance of their duties. District personnel must be present during the inspection of records in order to protect the integrity of the records. Persons inspecting records shall not destroy, mutilate, deface, alter, or remove public records from the inspection location. If copies are some or all of the records are requested following the inspection, the District will charge fees for copies as discussed above.

Additional rules apply for requests for certain records, e.g., electronic records and Political Reform Act Records, as discussed next.

Electronic Records

When requested, existing electronic records must be provided in electronic form. Such records must be provided in any electronic format requested as long as the format is one that is

currently used by the District. The District is not required to reconstruct records that it no longer maintains in an electronic format. (Gov. Code § 6253.9(c))

The District is not required to produce documents in formats, e.g., word processing formats such as Microsoft Word, if it "...would jeopardize or compromise the security or integrity of the original record or of any proprietary software" (Gov. Code § 6253.9(f)) In such situations, the District should convert the record to a "format which is less easily manipulated, such as PDF format." (Gov. Code § 6253.9(f))

The District may offer to produce records in an electronic format, but may not insist that they only be provided in electronic format. (Gov't Code § 6253.9(d), (e))

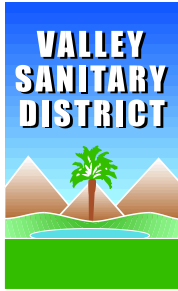
The District may charge for the added cost of producing electronic records if (1) the request calls for producing the record at a time different than the time the record would ordinarily be produced (e.g., a copy of the check register for a period other than the one typically prepared for the District Council); or (2) the request requires data compilation, extraction, or programming. (Gov. Code § 6253.9(b))

Political Reform Act Records

Every report and statement filed pursuant to the Political Reform Act is a public record open for public inspection and reproduction during regular business hours, commencing as soon as practical, but in any event not later than the second business day following the day on which it was received. (Gov. Code § 81008) No conditions shall be imposed upon persons desiring to inspect or reproduce reports and statements filed under this title, nor shall any information or identification be required from these persons. Copies shall be provided at a charge not-to-exceed ten cents (\$0.10) per page. In addition, the filing officer may charge a retrieval fee not to exceed five dollars (\$5) per request for copies of reports and statements which are five or more years old. A request for more than one report or statement at the same time shall be considered a single request.

Public Records Act Request Log

The Clerk of the Board shall maintain a log of Records Requests. Each log should summarize the following information, if available: (a) name of requestor; (b) summary of information requested; (c) whether public records were provided by a District department or the Clerk of the Board; (d) the date of the response(s) (including without limitation any and all initial responses, extensions, and production dates); (e) whether any documents were withheld and/or redacted and the authority therefore; (f) a description of the documents provided in response; and (f) the amount of fees collected. The log should be kept in the Clerk of the Board's Office.



**Valley Sanitary District
Board of Directors Meeting
August 13, 2019**

TO: Board of Directors

FROM: Beverli A. Marshall, General Manager

SUBJECT: **Discuss and Authorize the General Manager to Execute a Contract with Circlepoint to Develop a Communications and Outreach Plan and Creation of a Quarterly Newsletter Not to Exceed \$60,000**

<input checked="" type="checkbox"/> Board Action	<input checked="" type="checkbox"/> New Budget Approval	<input type="checkbox"/> Contract Award
<input type="checkbox"/> Board Information	<input type="checkbox"/> Existing FY Approved Budget	<input type="checkbox"/> Closed Session

Executive Summary

The purpose of this report is for the Board to discuss hiring a consultant to develop a communications and outreach plan and create a quarterly newsletter.

Fiscal Impact

The fiscal impact is approximately \$60,000 for a 12-month period. The funding will have to be drawn down from reserves as it was not included in the adopted budget.

Background

It is in the District's best interest to develop a communications and outreach plan that informs the rate payers of the services and benefits provided by the District. The NPDES permit requires that the District performs education and outreach on a variety of water quality topics. The District currently does not publish a newsletter or perform outreach activities on water quality topics.

There are a variety of agencies that perform outreach and education services. To get this program implemented as quickly as possible, staff contacted a consultant who has extensive experience working with wastewater and other public agencies to develop a communications and outreach plan. The cost for these services is approximately \$60,000, which includes one paper mailing of a quarterly newsletter. This paper newsletter will also include the required information to meet Proposition 218 regarding rate increases.

Recommendation

Staff recommends that the Board of Directors authorize the General Manager to execute a contract with Rauch Communications to facilitate and develop a strategic plan in an amount not to exceed \$60,000.

Attachments

Attachment A: Communications and Outreach Methodology
Attachment B: Quote from Circlepoint
Attachment C: Circlepoint Bio Letter



Valley Sanitary District

Outreach Services

Our Approach

The Valley Sanitary District (District) services approximately 19.5 square miles with approximately 27,849 connections in the eastern desert area of Riverside County. The District encompasses portions of the City of Indio, the City of Coachella, and adjacent unincorporated areas of Riverside County, California. Residential customers represent approximately 97% of the District's customer base and produce approximately 81% of the sewage flow. Currently, the District can treat approximately 12.5 million gallons of sewage a day. Customer's don't often think of the value of the service provided by the District until there is a problem with the sewer.

One of the biggest challenges faced by the District is residents lack an awareness of the services offered by the District because they do not think about wastewater, as the billing is included in the annual tax bill. Therefore, it is vital that all communications educate customers on the important services provided by the District as well as share important reminders about proper disposal of waste items to reduce causing damage to the system.

Developing a strategic communications plan and implementing public outreach to raise awareness about the vital services the District provides and educate residents about how they can do their part will benefit both the District and the communities it serves.

STRATEGIC COMMUNICATIONS PLAN

Developing a strategic communications plan provides a tool to guide your communication efforts and support progress towards meeting your outreach goals. The plan will serve a vital role in identifying ways to educate customers about the important services provided by the District and sharing important reminders for keeping wastewater flowing efficiently through the system.

Our approach to developing the communications strategy and tactics calls for close collaboration with District staff. We are committed to working with your staff to develop strategies that are specifically responsive to the communication challenges the District faces, both large and small, and the objectives needed to meet those challenges. Circlepoint will work closely with your staff to develop a strategic communications plan that details the following:

1. Define Your Goals and Objectives
2. Identify Target Audiences and Stakeholders
3. Develop Key Messages
4. Develop and Implement Outreach Plan
5. Establish Metrics to Evaluate, Track, and Monitor the Success of Efforts

Not all communities access and gather information in the same way. To ensure success, we deploy multiple communication and engagement channels and tools. A well-rounded outreach and education program use a steady drumbeat of engaging communications through a variety of applications and channels. Our outreach and education efforts take into consideration traditional methods, the latest technology, and the need for human connection.



We understand diverse audiences and the need to provide in language material to non-English speaking communities. As such, all content created for the District will be available in both English and Spanish to meet the needs of the multicultural audience.

Deliverables

- One Strategic Communications Plan

Assumptions

- Two rounds of review on the plan

SOCIAL MEDIA

Social media has changed the way people communicate and interact along with the way they form and share opinions. Through the use of social media, Circlepoint will help the District connect with customers on a regular basis to share District news, events and project updates. A well-informed and impactful social media presence is no longer an option for a public agency; it is a cornerstone to a successful communications strategy.

Circlepoint is highly skilled in the development of social media strategy. Circlepoint has partnered with Citrus Heights Water District, Mount View Sanitary District, and San Jose Water to effectively enhance each agency's social media presence with a tailored editorial calendar identifying themes, messages and timing for each social media platform. We've created content and implemented targeted tactics to increase engagement and followers for each agency. For example, we surpassed our 10% growth goal for San Jose Water District's achieving a 17% increase in total new followers for a total of 864 new followers.

To improve awareness of District accomplishments and news, Circlepoint will partner with the District to provide guidance to establish a Facebook account and best practices for maintaining the account. We will assist in the development of a messaging strategy and relevant content to help educate customers and build a social media following.

The Facebook account will be updated twice a week, and more frequently if necessary. We can share myth-buster posts for tips on clog prevention to keep the system running smoothly, proper FOG disposal along with project status updates to let customers see how their rates are being put to use. In addition to developing and posting materials on Facebook, Circlepoint will monitor the District's page in order to respond to questions or comments from the members of the public requiring a response.

If the District does not have a social media policy/protocol currently in place, Circlepoint can offer guidance on the creation of the protocol.

Deliverables

- One strategic social media plan
- Social media editorial calendar
- Up to 104 unique Facebook posts (two/week)
- Up to six social media graphics



Assumptions

- Two rounds of review on all deliverables

NEWSLETTERS

Circlepoint will work with the District to provide its stakeholders and constituents with quarterly email newsletters (e-newsletters). The e-newsletter is a useful tool to educate customers on the services provided by the District, establish awareness of the District's purpose, and offer timely information about District news, projects and initiatives. We will coordinate with District staff to develop an e-newsletter template based on any existing graphic standards the District uses. We will also develop editorial ideas in partnership with District staff. With the District's guidance, Circlepoint will develop newsletter themes and articles that are timely and compelling. For copy developed by District staff, Circlepoint will provide editing support. Additionally, we will coordinate electronic distribution of the newsletter and capture analytics data by creating a MailChimp account for the District.

Once a year, we will develop a hard copy newsletter for mailing to all District customers. We will develop content and design for a one-sheet, legal sized, self-mailing newsletter. Before we do that, we will work with the District to develop a design template to ensure a consistent look and feel to the email version of the newsletter. We will also help develop a word count guide for the printed newsletter to help us develop the appropriate amount of copy for each printed newsletter. Our creative team excels at creating engaging newsletters layouts that successfully disseminate all varieties of content using infographics, illustrations and highly legible typography.

We will develop a production schedule for both electronic and hard copy newsletters to be approved in advance by the District and keep all efforts on-track.

Deliverables

- One printed newsletter
- Up to four quarterly e-newsletters

Assumptions

- Two rounds of review on all deliverables
- Annual newsletters are legal size, tri-folded to 8.5 x 4.69, full color, 20,000 printed
- Annual newsletters are mailed to 20,000 addresses
- E-newsletters will be developed on MailChimp platform
- Mailing list provided by Valley Sanitary District
- Posting & Printing includes sorting, preparing, folding, tabulating, etc.

CONTACT DATABASE DEVELOPMENT

Circlepoint will work with District staff to develop a contact database and identify appropriate parties to include in the database set up. The contacts can include board members, regulatory agencies, community

Circlepoint | 2100 W Orangewood Avenue, Suite 165, Orange, CA 92868

Phone 714.653.1151 | www.circlepoint.com



groups, local elected officials, local agencies (public works, water districts, police, fire, etc.), schools, and any other groups as identified by the District. In addition, we will work with the District to obtain as many customer email addresses as possible and will provide language for the existing District website that solicits e-newsletter sign-ups. We will also solicit e-newsletter sign-ups on Facebook and through the printed version of the newsletter.

Creating a reputable email list is crucial to successfully reaching your intended audience. It is recommended to send emails to interested contacts who either opted-in or provided their email address with consent of receiving future correspondence. While purchasing emailing lists is an option, it is not recommended due to spam rules and bounce-back rates which could lock you out from sending future correspondence via email.

Once the database has been established, we will maintain it regularly. This includes adding new sign-ups and removing addresses if a request to unsubscribe is received.

Deliverables

- One electronic database file containing physical addresses along with email addresses

Assumptions

- Two rounds of review on all deliverables

Circlepoint Budget

Tasks	Principal	Sr. PM	PM	Associate	Creative Director	Sr. Web/Graphics	Web/ Graphics	Total	Total
								Hours	Dollars
Task 1 Communications Plan	Rates \$ 275	\$ 195	\$ 155	\$ 100	\$ 250	\$ 130	\$ 115		
Planning Meetings	2	-	16	11	-	-	-	29	\$ 4,130.00
Develop Strategic Communications Plan	1	1	8	10	-	-	-	20	\$ 2,710.00
Subtotal Task 1 Communications Plan	3	1	24	21	-	-	-	49	\$ 6,840.00
Task 2 Social Media									
Social Media Plan & Editorial Calendar	1	1	4	8	-	-	-	14	\$ 1,890.00
Post Development & Page Maintenance	-	1	12	52	-	-	18	83	\$ 9,325.00
Subtotal Task 2 Social Media	1	2	16	60	-	-	18	97	\$ 11,215.00
Task 3 Newsletters									
Develop E-Newsletter Template	-	-	12	-	4	16	8	40	\$ 5,860.00
Develop E-Newsletter Content (quarterly)	-	-	10	24	-	8	-	42	\$ 4,990.00
Develop Annual Print Newsletter Template	-	-	4	-	4	12	-	20	\$ 3,180.00
Develop Newsletter Copy and Design for Annual Newslette	-	-	16	32	4	16	6	74	\$ 9,450.00
Coordinate Production and Distribution of Newsletter	-	-	4	10	-	-	-	14	\$ 1,620.00
Subtotal Task 3 Newsletters	-	-	46	66	12	52	14	190	\$ 25,100.00
Task 4 Contact Database									
Database Set up and Management	-	2	12	16	-	-	-	30	\$ 3,850.00
Subtotal Task 4 Contact Database	-	2	12	16	-	-	-	30	\$ 3,850.00
Labor Subtotal	4	5	98	163	12	52	32	366	\$ 47,005.00
Labor Contingency									\$ -
Total Labor									\$ 47,005.00

ODCs

Fax/phone/messenger/overnight	\$ 100.00
Travel	\$ 300.00
Postage & Printing (20,000, assumes 1 mailing per year at \$.35 ea)	\$ 7,500.00
Mail Chimp (email blast)	\$ 60.00
Translation	\$ 2,500.00
Subtotal ODCs	\$ 10,460.00
10.0% Mark-Up on ODCs	\$ 1,046.00
Total ODCs	\$ 11,506.00
TOTAL	\$ 58,511.00

Assumptions

- Includes two rounds of review for all deliverables.
- Annual newsletters are legal size, tri-folded to 8.5 x 4.69, full color, 20,000 printed
- Annual newsletters are mailed to 20,000 addresses
- Enewsletters will be developed on MailChimp platform
- 104 of Facebook posts (2/week)
- 6 graphics for social media
- Assumes 1-year period of performance
- Mailing list provided by Valley Sanitary District
- Posting & Printing includes sorting, preparing, folding, tabulating, etc.



July 30, 2019

Beverli Marshall, General Manager
Valley Sanitary District
45500 Van Buren Street
Indio, CA 92201

Dear Ms. Beverli Marshall,

Every communication with the public is an opportunity to make a connection, to shape perception, and to share a clear message. This is how Circlepoint approaches communication and outreach services. We have honed this approach through extensive experience working with public sector water clients throughout California, including West County Wastewater District (WCWD), Mt. View Sanitary District (MVSD), Citrus Heights Water District (CHWD), Metropolitan Water District of Southern California (Metropolitan), and more. We've helped MVSD and CHWD establish positive engagement with their respective customers through consistent communications including regular newsletters, website development, and social media campaigns. This steady drumbeat of information has resulted in an improved understanding of our client's purpose and programs and helped to strengthen the trust of target audiences, which is crucial when it comes time to consider raising rates, or when you need to communicate about interruptions or changes to service.

For more than 30 years, Circlepoint has developed and delivered full-service marketing and community outreach support, from conceptual design to campaign strategy and planning, through implementation and evaluation. Our promotional campaigns reach target audiences across multiple channels to change perceptions and motivate action. Our visual communications enhance a brand, convey messages, and create impact. We create print designs and illustrations that present ideas clearly to help audiences better receive and understand important information. Our branding and identity work illuminates core program messages and triggers immediate recognition. Our websites provide multifunctional, dynamic, and interactive design.

The distinguishing characteristics of our team include:

- Over 30 years helping public agencies effectively inform, educate, and involve communities, agency partners, and the media in projects and programs
- The ability to find opportunities that ensure a broader audience is aware of the important benefits of programs and services
- Award-winning professionals who design materials and develop tools that raise awareness and increase engagement
- Best practices from a diverse range of skill sets—from branding to social media—and markets, including water and utilities—to take a fresh, creative approach to media and public relations



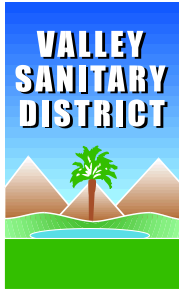
Our proposed team will be led by Project Director, Dominica Smith. Dominica is currently supporting Metropolitan with public outreach for its Orange County Feeder Relining Project. She has engaged residents and businesses in Santa Ana and Costa Mesa to raise awareness of major traffic impacts from the infrastructure improvement project. Our proposed project manager, Stacey Miller, worked with the City of Irvine to develop a safety campaign targeted at pedestrians, bicyclists and motorists. The project encompassed brand creation, unique messaging development and a targeted ad campaign highlighting the safety goals of the project and will lead Circlepoint's team for this contract. She has extensive experience collaborating with public agencies on public outreach programs and will serve as the primary point of contact for Valley Sanitary District staff.

Thank you again for your consideration and the opportunity to share our communication consulting services with your agency. Please feel free to contact Stacey Miller at (714) 617-4921 if you have any questions in the interim.

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott Steinwert", with a long horizontal flourish extending to the right.

Scott Steinwert
President and CEO



**Valley Sanitary District
Board of Directors Meeting
August 13, 2019**

TO: Board of Directors

FROM: Beverli A. Marshall, General Manager

SUBJECT: **Authorize Reimburse Cost of Moving Expenses for General Manager per Terms of Employment Contract Based on Obtained Quotes**

<input checked="" type="checkbox"/> Board Action	<input checked="" type="checkbox"/> New Budget Approval	<input type="checkbox"/> Contract Award
<input type="checkbox"/> Board Information	<input type="checkbox"/> Existing FY Approved Budget	<input type="checkbox"/> Closed Session

Executive Summary

The purpose of this report is for the Board to discuss quotes for moving costs.

Fiscal Impact

The fiscal impact approximately \$10,000. The funding will have to be drawn down from reserves as it was not included in the adopted budget.

Background

Section 2. Relocation Expenses of the employment contract between the District and the General Manager requires that reimbursement of relocation expenses is “contingent on the District’s approval of the scope of expenses prior to expenditure and will be based on the lowest of three (3) bids obtained by Employee for rental or services.” The General Manager was able to obtain two written quotes for relocation services (Attachments A and B).

The Upline Quote was based on a detailed itemized list of actual furniture, clothing, dishes, books, and other household items and includes all taxes, fuel, and toll charges. The final cost will not exceed the quoted amount. The California Movers quote was based on an estimated list of furniture, clothing, dishes, books, and other household items given the square footage and number of rooms in the home and did not include toll charges and any additional costs for toll charges assessed during transit. The final cost will likely be more than the quoted amount and will not be known until the items are delivered locally.

Recommendation

Staff recommends that the Board of Directors authorize the General Manager to use the vendor that submitted the lowest all-inclusive confirmed quote.

Attachments

- Attachment A: Quote from Upline
- Attachment B: Quote from California Movers
- Attachment C: Employment Contract



Thank you for your time.
Please review your Binding Cost of Service.

Prepared for	Eric Marshall	Prepared by	Misty Maaava
Email	shalleyrandi@gmail.com	Order number	89220
Phone	Cell (925) 788-2421		
		Surveyor	Max Vreme
Origin Address		Destination Address	
942 Birch St Montara, CA 94037		TBD La Quinta, CA 92253	
Move Date :	8/22/2019		
			Delivery Date: 8/24/19 -- 8/25/19

Guaranteed Flat Price

The price includes packing service, materials and supplies per the list below.

Price includes professional wrapping of furniture with moving pads tape, disassembly and reassembly of items, staging of furniture at delivery, basic liability protection, all fuel, all taxes, and all toll charges.

Additional Insurance:

Relocation Insurance (optional) 877.735.5060

To be purchased by customer at least 2 days prior to move date.

Tariff price	\$6,622.00
Packing charges	\$2,577.60
Fuel charge	\$0.00
Other services	\$0.00
Total	\$9,199.60
Payment	\$0.00
Balance	\$9,199.60

Additional Services

Packing

CUSTOM CONTAINER SERVICE			
CUSTOM SERVICE	CONTAINERS		
CARTON DESCRIPTION	Quantity	Rate	Total
Box Book CP	1	\$15.00	\$15.00
Box China CP	22	\$36.00	\$792.00
Box Lamp CP	4	\$18.00	\$72.00
Box Large CP	12	\$22.00	\$264.00
Box Mattress CP	3	\$32.00	\$96.00
Box Medium CP	33	\$17.00	\$561.00
Box Picture Large CP	1	\$32.00	\$32.00
Box Picture Small CP	4	\$25.00	\$100.00
Box Wardrobe CP	6	\$32.00	\$192.00
China Cabinet 1 Pc. CP	1	\$88.00	\$88.00
Mirror Large CP	1	\$52.00	\$52.00
Small Box CP	45	\$15.00	\$675.00
TV Box 36" - 50" CP	1	\$82.00	\$82.00
TV Box 50" - 70" CP	1	\$105.00	\$105.00
TV Box to 36" CP	2	\$48.00	\$96.00
	Total Containers		\$3,222.00
	SUBTOTAL		\$3,222.00
	DISCOUNT	20%	\$644.40
	TOTAL		\$2,577.60



Dear Eric

Thank you for your interest in VIP moving with California Movers!

We are glad you chose our company for such a special day. We know you have many choices when it comes to a relocation, and we are proud to offer you the best high quality service. We guarantee you individual approach and high quality of service in every step of cooperation. You will find that we will provide you with reliable, efficient help during your move.

Below is our All Inclusive Rate for your move from Montara to La Quinta. Also see our photos attached as they show exactly what to expect on the moving day from us!

Please review & let us know your thoughts. Thanks for your input.

Why California Movers?



Your move will be done by Same Crew on same truck. **No** to mixed loads!



YOU are the one to choose Dates for the Pick up & Delivery.

Last minute changes? No problem & No extra charges! Your own moving assistant is **available 24/7**.



There is **no hidden fees** at all.



Your belongings are protected under **FULL Value Insurance**.

All you see here is exactly what to expect!

Yes! Something breaks or lost -We would pay back \$ in Full Market Price!

Know what are you paying for:

Transportation Fee (26ft truck, Mileage; Gas)		2600
4 Movers Labor (4-Load&Pack, 2-Drive, Unload)		2400
Materials used to wrap & protect		250
Full Packing Service		950
Full Value Insurance		950
If booked within 24 Hours DISCOUNT	-100	250
<hr/>		
Total moving estimate		
	Cash	5950
	Credit card	6450

Rate INCLUDES:

- 26ft Truck. Only your items on board;
- Same Pro crew loading & driving & unloading;
- Assembly & Disassembly;
- Any Day Pick up Any Day Delivery. You Choose;
- Dedicated Moving;
- Use of Wardrobe Boxes;
- Removal of all Wrapping & Trash;
- Pro Furniture Protection;
- Full Packing Service;
- Full Value Insurance.

CHECKLIST



Your Personal Assistant

Alex R

[\(619\) 304-7870](tel:(619)304-7870)

[\(415\) 579-2747](tel:(415)579-2747)

camoversusa@gmail.com

We would be more than happy to help you with your move. Please feel free to call us if you have any questions. Thank you for your business

[\(415\) 579-2747](tel:(415)579-2747)

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Our mailing address is:

camoversusa@gmail.com

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You can [update your preferences](#) or [unsubscribe from this list](#).

**EMPLOYMENT AGREEMENT FOR GENERAL MANAGER OF
VALLEY SANITARY DISTRICT**

This AGREEMENT (hereinafter referred to as "Agreement") is made and entered into between BEVERLI A. MARSHALL (hereinafter referred to as "Employee") and the VALLEY SANITARY DISTRICT (hereinafter referred to as the "District" or "Employer") as of May 15, 2019.

RECITALS

WHEREAS, District wishes to engage the services of Employee as the General Manager of the District;

WHEREAS, Employee is familiar with the position's legal requirements, industry standards, and duties set forth in Exhibit "A" [job description] attached hereto and incorporated herein; and

WHEREAS, Employee represents and warrants that she has the skill and ability to serve in such position.

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

1. Employment and Term. The District hereby agrees to employ Employee, and Employee agrees and does accept at will employment upon the terms and conditions set forth herein. The effective date of employment shall be June 17, 2019. The term of this Agreement shall be for three (3) years, unless sooner terminated or extended by the parties as set forth in this Agreement. In the event that the Board determines that the Employee is not to be reemployed upon expiration of this Agreement, she shall be given written notice thereof by the District at least two (2) months in advance of the expiration of the term of this Agreement. Should the District fail to give notice at least two (2) months prior to the end date of this Agreement, the Agreement shall be extended on the same terms for additional one-year periods.

2. Duties and Obligations of Employee.

A. *Functions of Position.* Employee hereby agrees to perform the functions and duties of the Position as set forth in the applicable job description, the District's Resolutions, Rules, Regulations and Policies, and to perform such other duties and functions as the District and specifically the District's Board of Directors may assign. It is expressly understood that the terms of this Agreement, including but not limited to those governing termination of employment, supersede any rights conferred by District Resolution, Rules, Regulations or Policies where in contradiction.

B. *Allocation of Time/ Outside Commitments.* Employee will focus her professional time, ability, and attention to District business during the term of this Agreement. Employee shall not engage in any other business duties or pursuits whatsoever or, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior consent of the District, except that:

(1) The expenditure of reasonable amounts of time not in conflict with the District's needs and interests, for educational, charitable, community, and professional activities, shall not be deemed a breach of this Agreement and shall not require prior consent.

(2) This Agreement shall not be interpreted to prohibit Employee from making passive personal investments or conducting private business affairs off-duty if those activities do not materially interfere with the services required under this Agreement.

C. *Intellectual Property.* All data, studies, reports and other documents prepared by Employee while performing her duties pursuant to this Agreement shall be furnished to and become the property of the District, without restriction or limitation on their use. All ideas, memoranda, specifications, plans,

procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee unless disclosed within the scope of her duties. Such materials shall not, without the prior written consent of the District, be used by Employee for any purposes other than the performance of her duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

D. *Annual Performance Evaluations.* The Board shall review and evaluate the performance of Employee in writing on an annual basis at the second Board meeting of every January. The evaluation will also set forth mutually defined goals to be achieved by the Employee in the subsequent year. The Employee will be provided an adequate opportunity to discuss her evaluation with the Board at the Board meeting. Failure of the Board to conduct a performance evaluation shall not prohibit the Board from terminating this Agreement in accordance with Section 5 of this Agreement

3. Salary and Benefits.

A. *Salary.* Employee shall be compensated at the rate of Two Hundred and Twenty Thousand Dollars and No Cents (\$220,000.00) which shall be payable in installments at the same time as other employees of the District are paid, pursuant to the procedures regularly established, and as they may be amended by the District. Additionally, each year during the first term of this Agreement, Employee will be eligible for a three percent (3%) salary increase, contingent on a satisfactory annual review by the Board of Directors. Finally, Employee will receive any Cost of Living Adjustment (COLA) otherwise provided to all employees of the District. Such salary increases must be memorialized by written Amendment to this Agreement. All compensation and comparable payments to be paid to Employee shall be less withholdings required by law.

B. *Health, Dental & Vision.* Health, dental and vision insurance will be provided at the level available to other employees of the District.

C. *Retirement & Deferred Compensation.* The District shall pay costs related to the Employee's membership in CalPERS on the same basis as for other employees. The District participates in CalPERS at a formula of 2.5% at fifty-five (55) years. If Employee elects to participate in the District's deferred compensation plan, the District will match the Employee's annual contribution up to a maximum of Two Thousand and Four Hundred Dollars (\$2,400.00).

D. *Life Insurance.* The District shall provide to Employee a group term policy. The value of the policy is one time the annual salary of Employee with a cap of Two Hundred Thousand Dollars (\$200,000.00).

E. *Vacation.* Employee shall accrue fifteen (15) days (or 120 hours) of vacation for each year of service. The District may, in its discretion, allow Employee a weekly prorated accrual per week in order to total a fifteen (15) day accrual by year end. Such vacation may be carried over, if not used, and may accumulate to a cap of Two Hundred and Forty (240) hours. Once the accrual cap is reached, the Employee will not accrue additional vacation hours until such time as she reduces her accrued hours below the cap. Proposed Employee vacation dates must be approved by the Board of Directors in order to best suit District needs.

F. *Sick Leave.* Upon execution of this Agreement, Employee will be allotted five (5) days (or 40 hours) of sick leave. Sick leave may be used for any and all purposes outlined in District policy or in compliance with the *Healthy Workplaces, Healthy Families Act*. In addition to the initial five (5) day grant, Employee will accrue sick leave at a rate of eight (8) hours of sick leave per month. Employee may carry over such sick leave from year to year any unused sick leave up to a maximum of nine hundred and

sixty (960) hours. Once Employee's accrual reaches nine hundred and sixty (960) hours, she will be ineligible to accrue further sick leave until such time as she reduces her accrued hours below the cap.

G. *Administrative leave.* Upon execution of this Agreement, Employee will be allotted ten (10) days (or 80 hours) of administrative leave away from the office, to be scheduled and used throughout the year to complete administrative tasks and duties without undue office interference. In addition to the initial ten (10) day grant, Employee will be allotted ten (10) days (or 80 hours) of administrative leave away from the office annually. These days off do not accrue, are not subject to carry over, are not subject to any cash-out option, and will not be paid out upon termination of employment.

H. *Mileage Reimbursement.* Employee shall utilize her own vehicle in the furtherance of duties. To the extent she drives in the furtherance of District duties, she shall be reimbursed for the use of her personal vehicle at the applicable IRS rate.

I. *Professional development.* The District shall budget and pay for approved professional dues and association memberships necessary for continued participation in approved organizations necessary for Employee's continued professional growth and advancement. The District shall also pay for travel and subsistence expenses (as set out by applicable District policy) for approved professional or official travel, meetings, training, seminars or similar functions.

J. *Other benefits pursuant to District policy.* In addition, Employee shall be provided all those benefits for which Employee is eligible pursuant to policies and procedures of District personnel, as may be amended by the District.

4. Relocation Expenses.

Employee agrees that she will reside no further than thirty miles from the District's treatment facility. Understanding that a permanent move will take time, the District will provide Employee with Two Thousand Dollars (\$2,000.00) per month for up to six months to provide for temporary housing while Employee's permanent move is pending. The District also agrees to reimburse Employee for customary and reasonable expenses associated with moving Employee's personal belongings to a home within a thirty-mile radius of the District's treatment facility. Such expenses include, but are not limited to, the rental of a moving truck or hiring of a moving company. Reimbursement will be contingent on the District's approval of the scope of expenses prior to expenditure and will be based on the lowest of three (3) bids obtained by Employee for rental or services. Relocation expenses may not be submitted for reimbursement later than six (6) months following Employee's start of employment, unless approved by the Board.

5. At-Will Employment Status, Termination of Agreement and Severance Pay.

A. *Nature of Employment.* The parties hereby expressly agree that the employment relationship created by the Agreement is "at will" and that Employee serves at the will and pleasure of the District's Board of Directors. Nothing in this Agreement, any Resolution, Statute, Ordinance, Rule or Policy shall prevent, limit or otherwise interfere with the right of the District to terminate the services of Employee at any time without cause or right of notice, *Skelly* conference, hearing, appeal or grievance. Accordingly, Employee agrees that this Agreement sets forth the only terms and conditions applicable to the termination of her employment and that she hereby waives any rights she would otherwise have thereunder.

B. *By the Employee.* The Employee may terminate this Agreement upon written notice to the Board of Directors and shall give thirty (30) days prior notice. The District shall have the option, in its complete discretion, to terminate the Employee any time prior to the end of such notice period, provided the District pays the Employee all compensation due and owing through the last day actually worked, plus an amount equal to the base salary the Employee would have earned through the remainder of the notice period. Thereafter, all the District's obligations under this Agreement shall cease.

C. *By the District, Without Cause.* At any time, and without prior notice, the District may terminate the Employee's employment for any reason, with or without cause. In the event the District exercises its right under this provision to terminate employment without cause, the District shall pay Employee all compensation due and owing through the last day actually worked, plus six (6) months of the Employee's salary as of the time of the termination *or* pursuant to the requirements of Government Code § 53260, an amount equivalent to the remainder of the term of this Agreement, whichever is less. The payment of such severance benefit shall be conditioned upon Employee executing a general release agreement containing a general release of all claims Employee may have against the District at the time of any such termination, in such form as may be reasonably required by Employer's attorney. Such severance benefit shall not be payable unless and until Employee executes such a general release and until expiration of all waiver and rescission rights as provided by law at the time of such termination. Failure by the Employee to satisfy her termination obligations pursuant to Section 5(E) shall nullify the District's obligation to provide severance payment pursuant to this Section. If Employee is convicted of a crime involving an abuse of her office or position, whether before or after release from employment, Employee shall fully reimburse the District for any severance pay, paid leave salary disbursed pending an investigation, or legal criminal defense funds relevant to the crime paid for by the District.

D. *By the District, For Cause.* At any time, and without prior notice, the District may terminate Employee for Cause (as defined below). The District shall pay Employee all compensation then due and owing; thereafter, all of the District's obligations under this Agreement shall cease. Termination shall be for "cause" if Employee: (1) acts in bad faith and to the detriment of the District; (2) refuses or fails to act in accordance with any specific direction or order of the District; (3) exhibits in regard to her employment unfitness or unavailability for service, unsatisfactory performance, misconduct, dishonesty, habitual neglect, or incompetence; (4) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (5) breaches any material term of this Agreement.

Upon any allegation that Employee has engaged in conduct that would result in her termination "for cause" as defined below, Employee is entitled to address and attempt to rebut those allegations before the Board in a closed session prior to the Board making any final determination regarding the veracity of those allegations. In the event the Board, in its discretion, still finds merit to the allegations and terminates, the Employee shall not be entitled to any severance and will be owed no further compensation. However, if this Agreement is terminated "for cause," the Employee shall have the right to appeal the Board's decision upon written notice to the Board of such appeal within ten (10) days of the determination. Failure to provide written notice within the ten (10) day period will result in waiver of the right to appeal. Upon appeal, the parties will select an independent arbitrator, either mutually agreed to or selected from a list of seven (7) arbitrators provided by the State Mediation and Conciliation Service. If the parties are unable to agree upon an arbitrator, they shall alternate striking names from the list until such time as only one arbitrator remains on the list. Any arbitrator selected must be able to hear the matter within thirty (30) days of selection and render a decision within fifteen (15) days of the close of the hearing. The District shall bear the costs of the arbitrator. The issue at the hearing shall be limited solely to whether or not District's "for cause" termination was arbitrary and capricious, entitling Employee to severance pursuant to Section 5(C). Under no circumstances shall the Employee be entitled to reinstatement to the position of General Manager as a result of such hearing.

E. *Termination Obligations.* Employee agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, records, notes, contracts, and computer-generated materials furnished to or prepared by Employee incident to her employment belongs to the District and shall be returned promptly to the District upon termination of Employee's employment. Further, any and all debts to the District shall be paid upon termination. Employee's obligations under this subsection shall survive the termination of her employment.

6. Amendments. This Agreement may not be amended or modified except by a writing signed by both parties. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

7. Assignment. Neither this Agreement nor any right, privilege or obligation of Employee hereunder shall be assigned or transferred by him/her without the prior written consent of the District. Any attempt at assignment or transfer in violation of this provision shall, at the option of the District, be null and void and may be considered a material breach of this Agreement.

8. Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

9. Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of California. Venue shall be appropriate in the Superior Court of Riverside County, California.

11. Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. Furthermore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

12. Conflict of Interest. The Employee agrees that she will abide with all applicable local State and Federal rules on conflicts of interest and receipt of gifts, including without limitation those rules found in the California Fair Political Practices Act and related regulations and those found in Government Code Sections 1090, *et seq.*

13. Acknowledgment. Employee acknowledges that she has had the opportunity to consult legal counsel in regard to this Agreement, that she has read and understands this Agreement, that she is fully aware of its legal effect, and that she has entered into it freely and voluntarily and based on her own judgment and not on any representations or promises other than those contained in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

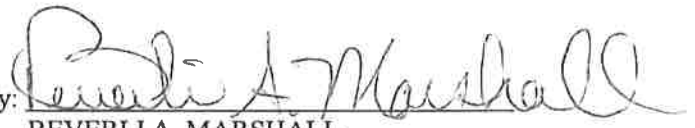
IN WITNESS WHEREOF, the VALLEY SANITARY DISTRICT has caused this Agreement to be signed and duly executed by its Board President, and the Employee has signed and executed this Agreement as of the day and year first above written.

DISTRICT:

VALLEY SANITARY DISTRICT
DISTRICT

By: 
Mike Duran,
BOARD PRESIDENT

EMPLOYEE:

By: 
BEVERLI A. MARSHALL
May 15, 2019

STAFF NOTES
August 6, 2019

ADMINISTRATION & FINANCE.

- The Campaign Disclosure Statements (Form 470) for all Board members were filed with the Riverside County Registrar of Voters on July 17, 2019.
- Reviewing the Assessor Parcel billing information that is due to the Riverside County Tax Collector on or before August 12, 2019.
- Preparing documents and schedules requested by auditors for audit field work scheduled for August 26-30, 2019.
- Continuing to work with Caselle to upgrade permitting and accounting software.

ENGINEERING & MAINTENANCE

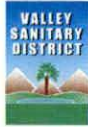
- Staff is looking into obtaining reimbursement from FEMA for the damage caused by the February 2019 storm event which damaged the sewer siphon at Westward Ho Drive. Staff has received a letter from Cal OES indicating initial approval from FEMA for the flood damage to the sewer main siphon. Paperwork continues to be sent and reviewed by both agencies.
- Staff is working with Carollo Engineering to design a new sewer siphon at Westward Ho Drive to avoid possible damage that may result from future storm events. Carollo is gathering all required information to provide a Preliminary Design Report by the end of September 2019.
- Staff is working with Carollo Engineering on the Arc Flash report update. Carollo Engineering is completing the final draft of the report update for review by Staff. This is anticipated to be completed by the end of August 2019.
- Staff is continuing to work with Harris and Associates on the Collections System Rehabilitation and Maintenance project. Currently, Harris is devising a methodology for determining which pipes within the collection system will be candidates for rehabilitation or replacement and their order of importance. They are also working on putting together bid documents for the CCTV inspection of sewer mains that need special requirements or technology.
- Field Vactor crew is currently working in the Desert Trace neighborhood on Doyle Street and Larson Drive.

OPERATIONS

- On July 23, 2019, the primary effluent scalping gate was put back into service. Borden Construction completed the installation of the 24” valve that allows primary effluent to go to Pond 2. Borden returned on August 5, 2019 to pour a cement slab

around the 2 valve actuators. District staff will use road base to level out the surrounding area of the slab.

- On July 31, 2019, staff removed spent iron sponge media from the vessel that was taken out of service. New media has been ordered and should arrive during the week of August 15, 2019. Staff will install the new media upon arrival and have the vessel ready to be put in service when needed.
- On August 1, 2019, the sludge judge, used to measure secondary sludge blanket depth, broke and fell to the bottom of secondary clarifier #2. Staff took secondary clarifier #2 out of service and started the filling process of secondary clarifier #1 on that same day. In the meantime, secondary clarifier #3 was receiving all the flow going through the activated sludge process. Secondary clarifier #1 went online August 3, 2019. Secondary clarifier #2 has been drained, the broken sludge judge has been retrieved, and cleaning of the tank will be complete by August 9, 2019.
- On August 1, 2019, Trimax Systems added a feature to the SCADA system that will allow operations to bypass the midnight stopping time for the motor operated valve for the waste activated sludge. This will allow operations to experiment with 24 hour wasting schedules that staff feels will benefit the treatment through the activated sludge process.
- ELAP certification for the Laboratory will expire in November 2019. Renewal fees and documentation are being sent in on August 15, 2019.



VALLEY SANITARY DISTRICT DEVELOPMENT SERVICES REPORT

6-Aug-19

Plan Check in Progress
Inspection in Progress
New Project

PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
Accessory Dwelling Unit - 81069 Carefree Drive	81069 Carefree Drive	Plans submitted for accessory dwelling unit. Plans approved and returned to the City 3/5/19.	Waiting for owner to process permit paperwork.
AM Tax Service TI	45561 Oasis Street/Requa	Plans submitted for TI of existing building. Plans approved and returned to the City 3/28/19.	Waiting for owner to process permit paperwork.
Animal Samaritans - TI	42150 Jackson Street, Ste's 105-106	Plans submitted for building TI. Completed 1st plan check and returned to the City 6/28/19.	Perform 2nd plan check upon plan resubmittal.
Bravo Commercial Building	46331 Commerce Street/Van Buren Street	Plans submitted for new building. Plans approved and returned to the City 5/10/17. Issued permit 3805 on 3/6/19.	Inspect work improvements as scheduled.
Buzzbox	42625 Jackson Street #112	Plans submitted existing building TI. Completed 1st plan check and returned to the City 2/22/19.	Perform 2nd plan check upon plan resubmittal.
Chavez Tenant Improvement	45330 Jackson St / Civic Center	Plans submitted for TI of existing building. Demolition of interior walls and facilities. Completed 4th plan check and returned to the City 6/25/18. Issued permit 3755 on 7/9/18.	Inspect work improvements as scheduled.
Chevron/Circle K	42250 Jackson Street / Showcase Parkway	Plans submitted for new Valero gas station/Circle K. Plans approved and returned to the City 1/10/19.	Waiting for owner to process permit paperwork.
Citadel RV Storage-Phase 1	83667 Dr. Carreon Blvd/Calhoun Street	Plans submitted for construction of new RV storage facility. Completed 1st plan check and returned to the City 3/19/19.	Perform 2nd plan check upon plan resubmittal.
Clinica Medica Del Valle	45677 Oasis Street/Requa	Plans submitted for existing building TI. Plan approved and returned to the City 11/16/18.	Waiting for owner to process permit paperwork.
DFC Tax Center TI	44100 Jefferson Street #E505	Plans submitted for TI of existing building. Plans approved and returned to the City 3/20/19.	Waiting for owner to process permit paperwork.
Donuts Bistro	82151 Avenue 42, Ste 104	Plans submitted for construction of new restaurant. Completed 1st plan check and returned to the City 6/28/19.	Perform 2nd plan check upon plan resubmittal.
East County Detention Center - Phase 1 Demolition. Phase 2 - Detention Center Design and Construction	Hwy 111 & Oasis	Received demolition plans on 9/16/13. Returned to consultant. Received conformed set of demolition plans on 12/5/13. Jail Expansion plans have been reviewed for 2nd plan check and returned on 10/1/14. Completed 4th plan check 11/07/2014, Art requested VSD not send 4th plan check back until he coordinates with the civil engineer. Plan Check is complete. Permit Fees paid 7/13/15. Issued permit 3510 on 7/23/15. Project scheduled to be complete November 2019.	Inspect work improvements as scheduled.
El Destino Nightclub - TI	83085 Indio Boulevard/Civic Cnter Mall	Plans submitted for existing building TI 11/30/2015. Plans approved and returned to the City 3/22/16. Issued permit 3577 on 5/24/16. Issued permit 3596 on 8/3/16.	Inspect work improvements as scheduled.
EOS Fitness Ave 42 Gym	SWC of Spectrum Street & Avenue 42	Plans submitted for construction of new gym facility. Completed 1st plan check and returned to the City 5/2/19.	Perform 2nd plan check upon plan resubmittal.
EOS Fitness Hwy 111	Highway/Jefferson Street	Plans submitted for construction of new gym facility. Completed 1st plan check and returned to the City 6/11/19.	Perform 2nd plan check upon plan resubmittal.
EOS Fitness Public Sewer Extension	SWC of Spectrum Street & Avenue 42	Civil plans submitted for sewer extension in Spectrum Street. Completed 1st plan check and returned plans to the engineer 5/2/19. Completed 2nd plan check and returned to the engineer 5/15/19. Plans approved and returned to the engineer 6/3/19.	Waiting on developer bonds for sewer agreement.
Fiesta Delights TI	82900 Avenue42/Jackson Street	Plans submitted for TI of existing building. Plans approved and returned to the City 12/12/18.	Waiting for owner to process permit paperwork.
Five Below Retail Store TI	42350 Jackson Street	Plans submitted for TI. Plans approved and returned to the City 7/11/19.	Waiting for owner to process permit paperwork.
Gallery at Indian Springs	Jefferson St / Westward Ho Drive	Civil plans submitted for plan check. Completed 1st plan check and returned to the Engineer 1/10/18. Completed 2nd plan check and returned to the Engineer 1/25/18. Plans approved 1/31/18.	Inspect work improvements as scheduled.

PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
Gallery Homes Tract -Indian Palms	Monroe & Avenue 50	Gallery Homes has recently purchased the 106 lots. Staff has inspected the site and prepared a list of improvements that need to be made prior to issuing connection permits. Plans submitted for home plans. Reviewed 1st plan check and returned back to the city on 6/4/2014. 2nd plan check returned to city 7/7/14. Model plans approved and returned to the City 8/22/14. New homes currently under construction.	Inspect work improvements as scheduled.
Haciendas II Tract 31975 -137 Lot Subdivision	North of Avenue 43 & East of Golf Center	Provide info to the engineer performing due diligence for a developer. The subdivision was formerly owned by Beazer Homes. The subdivision is in AD 2004-VSD. Received Architectural plans 12/31/15 for 1st check. 1st check complete and returned to City 2/11/16. Mainline repairs complete. Maintenance Bond start date: 07/13/16.	Inspect laterals as requested by builder.
Hampton Inn	TBD - Spectrum St/Atlantic Ave	Plans submitted for new 93 room, 4 story hotel. Completed 1st plan check and returned to the City. Plans approved and returned to the City 8/30/18. Issued permit 3776 on 10/12/18.	Inspect work improvements as scheduled.
Hampton Inn Sewer Main Extension	North West Corner of Spectrum St and Atlantic Ave	Plans submitted for the extension of a public sewer main for Hampton Inn at Atlantic Ave. Plan check fees paid 7/11/18. Completed 2nd plan check and returned plans to the engineer 8/9/18. Plans approved and returned to engineer 8/27/18.	Inspect work improvements as scheduled.
Indio Mall Fire Rebuild	82011 Highway 111/ Monroe Street	Plans submitted for existing building TI. Plans approved and returned to the City 8/29/18. Issued permit 3769 on 9/18/18.	Inspect work improvements as scheduled.
Indio Palms Sewer Main Extension	South East Corner of Avenue 42 and Monroe St	Plans submitted for the extension of a private sewer main for Indio Palms at Spectrum Street. Plan check fees paid 2/1/18. Completed 1st plan check and returned plans to engineer 2/21/18. Completed 2nd plan check and returned plans to engineer 3/20/18. Plans approved and returned to engineer 5/10/18.	Waiting on developer bonds for sewer agreement.
Jackson Street Liquor Store	44350 Jackson Street/Ruby Avenue	Plans submitted existing building TI. Plans approved and returned to the City 4/29/19. Issued permit 3829 on 7/26/19.	Inspect work improvements as scheduled.
Jesus Yvette Salon - TI	45785 Towne Street/Hwy 111	Plans submitted for tenant TI. Completed 1st plan check and returned to the City 9/22/17. Plans approved and returned to the City 10/10/17.	Waiting for owner to process permit paperwork.
John Nobles Apartments	TBD - Rubidoux Street/John Nobles Ave	Plans submitted new apartment complex. Completed 1st plan check and returned to the City 2/27/19.	Perform 2nd plan check upon plan resubmittal.
Market Street Business Park Bldg B4 - TI	82855 Market Steet, Bldg B4	Plans submitted for building TI.	In queue.
Market Street Business Park Bldg H8 - TI	82855 Market Steet, Bldg H8	Plans submitted for building TI. Completed 1st plan check and returned to the City 7/25/19.	Perform 2nd plan check upon plan resubmittal.
Market Street Business Park Bldg J10 - TI	82855 Market Steet, Bldg J10	Plans submitted for building TI.	In queue.
Marshalls TI	42400 Jackson Street, Avenue 42	Plans submitted for existing shell building TI. Plans approved and returned to the City 11/15/18. Issued permit 3797 on 1/2/19.	Inspect work improvements as scheduled.
Maya Cinemas	82900 Avenue42/Jackson Street	Plans submitted for construction of new building for theater. Completed 1st plan check and returned to the City 2/13/19.	Perform 2nd plan check upon plan resubmittal.
Mex-American Tax Services	44250 Monroe St. / South of Indio Blvd	Plans submitted for an office addition, Returned 1st plan check back to City on 1/21/2014. Received 2nd submittal 3/13/2014. 2nd plan check completed and returned to the city on 3/31/2014. Received 3rd submittal 4/21/14. Reviewed, approved and returned plans back to the city on 5/15/2014. Issued permit 3518 on 8/4/15. Permit expired with the City.	Inspect work improvements as scheduled.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 30	Plans submitted for casita addition and storage building. Plans approved and returned to the City 2/28/19.	Waiting for owner to process permit paperwork.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 105	Plans submitted for casita addition and storage building. Plans approved and returned to the City 7/1/19.	Waiting for owner to process permit paperwork.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 145	Plans submitted for casita addition and storage building. Plans approved and returned to the City 5/9/19.	Waiting for owner to process permit paperwork.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 168	Plans submitted for casita addition and storage building. Plans approved and returned to the City 8/22/18.	Waiting for owner to process permit paperwork.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 170	Plans submitted for casita addition and storage building. Plans approved and returned to the City 6/7/18.	Waiting for owner to process permit paperwork.

PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 198	Plans submitted for casita addition and storage building. Plans approved and returned to the City 4/27/18. Issued permit 3748 on 5/18/18.	Inspect work improvements as scheduled.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 225	Plans submitted for casita addition and storage building. Plans approved and returned to the City 5/8/19.	Waiting for owner to process permit paperwork.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 305	Plans submitted for casita addition and storage building. Plans approved and returned to the City 4/18/19. Issued permit 3819 on 5/29/19.	Inspect work improvements as scheduled.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 318	Plans submitted for casita addition and storage building. Plans approved and returned to the City 5/23/19. Issued permit 3820 on 6/3/19.	Inspect work improvements as scheduled.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 320	Plans submitted for casita addition and storage building. Plans approved and returned to the City 5/9/19.	Waiting for owner to process permit paperwork.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 342	Plans submitted for casita addition and storage building. Plans approved and returned to the City 3/28/19.	Waiting for owner to process permit paperwork.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 354	Plans submitted for casita addition and storage building. Plans approved and returned to the City 5/2/18. Issued permit 3751 on 6/7/18.	Inspect work improvements as scheduled.
Motorcoach CC - Casita Addition	80501 Avenue 48, Lot 366	Plans submitted for casita addition and storage building. Plans approved and returned to the City 5/2/18. Issued permit 3752 on 6/7/18.	Inspect work improvements as scheduled.
Nargizyan Dental Group TI	81637 Highway 111, Suite 1-B	Plans submitted for TI of existing suite. Completed 1st plan check and returned to the City 7/1/19.	Perform 2nd plan check upon plan resubmittal.
North Outdoor Resorts - Casita Addition	80394 Avenue 48, Lot 245	Plans submitted for shade structure with outdoor kitchen. Plans approved and returned to the City 5/15/18.	Waiting for owner to process permit paperwork.
North Outdoor Resorts - Casita Addition	80394 Avenue 48, Lot 308	Plans submitted for casita and shade structure with indoor kitchen and restroom. Plans approved and returned to the City 11/20/18. Issued permit 3796 on 1/2/19.	Inspect work improvements as scheduled.
North Outdoor Resorts - Casita Addition	80394 Avenue 48, Lot 349	Plans submitted for shade structure with outdoor kitchen. Plans approved and returned to the City 5/29/18.	Waiting for owner to process permit paperwork.
North Outdoor Resorts - Casita Addition	80394 Avenue 48, Lot 370	Plans submitted for casita addition and shade structure with outdoor kitchen. Plans approved and returned to the City 8/27/18. Issued permit 3770 on 9/26/18.	Inspect work improvements as scheduled.
North Outdoor Resorts - Casita Addition	80394 Avenue 48, Lot 371	Plans submitted for casita addition and shade structure with outdoor kitchen. Plans approved and returned to the City 6/27/18. Issued permit 3757 on 7/30/18.	Inspect work improvements as scheduled.
North Outdoor Resorts - Casita Addition	80394 Avenue 48, Lot 373	Plans submitted for casita addition and shade structure with outdoor kitchen. Plans approved and returned to the City 5/6/18.	Waiting for owner to process permit paperwork.
North Outdoor Resorts - Casita Addition	80394 Avenue 48, Lot 417	Plans submitted for casita addition and shade structure with outdoor kitchen. Plans approved and returned to the City 5/6/18.	Waiting for owner to process permit paperwork.
Octavio Rosales SFD	43645 Saguaro Street/Avenue 44	Plans submitted for new SFD. Completed 1st plan check and returned to the City 5/6/18.	Perform 2nd plan check upon plan resubmittal.
One Stop Shop Grease Interceptor Install	84051 Indio Blvd/Van Buren Street	Preliminary plan submitted for grease interceptor TI 4/19/19. Completed 1st plan check and returned to owner's representative 4/30/19.	Perform 2nd plan check upon plan resubmittal.
Paradiso Tract 31815	East of Monroe North of Ave 41	Model homes. No plan check is required. Permit and Inspection fees need to be paid.	Perform inspection upon payment of required fees.
Parcel Map 36215	Dr. Carreon west of Van Buren	Civil plans submitted for 1st plan check. Plans approved and returned to the Engineer 1/18/18. Issued permit 3718 on 1/23/18.	Inspect work improvements as scheduled.
Raspados Esmeralda - TI	81106 Hwy 111, 4B/Madison Street	Plans submitted for building TI. Plans approved check and returned to the City 7/11/19.	Waiting for owner to process permit paperwork.
Regal Indio Metro 8 TI	81725 Highway 111	Plans submitted for TI of Metro 8 theater building. Completed 1st plan check and returned to the City 1/31/18.	Perform 2nd plan check upon plan resubmittal.
Renovar Assisted Living - TI	82380 Miles Avenue/Palm Street	Plans submitted for building TI. Completed 1st plan check and returned to the City 6/5/19.	Perform 2nd plan check upon plan resubmittal.
Rincon Norteño - TI	83011 Indio Blvd/Fargo Street	Plans submitted for building TI. Plans approved and returned to the City 6/25/19.	Waiting for owner to process permit paperwork.

PROJECT NAME	STREET ADDRESS / CROSS STREET	CURRENT PROJECT STATUS	NEXT ACTION ITEM
Sater's Apartment Complex / Avenue 44 Easement	Between Avenue 44 & Market St West of Jackson	VSD met with the Developer of an apartment complex and discussed sewer main connection options for the developer to tie into. Plans submitted for 6 building, 60 unit apartment complex. 3rd plan check returned to city 6/28/16. Plan approved and returned to the City 5/18/17. bonds and development agreement have been signed and recorded. Waiting for developer to finalize easement and permit project.	Waiting for owner to process permit paperwork.
Shadow Hills Plaza Ste F-102 TI	82900 Avenue 42/Jackson St	Plans submitted for existing building TI. Completed 1st plan check and returned to the City 6/15/18.	Perform 2nd plan check upon plan resubmittal.
Starbucks Ave 48	83073 Avenue 48, Suite C-1	Plans submitted for building TI.	In queue.
Terra Lago Four Seasons Tract 32341-3	North of Avenue 44 & East of Harrison	Plans approved from previous developer. Working on getting the development agreement recorded. Bonds have been submitted. Construction work is in progress. Warranty Bond Released 5/10/19.	Inspect work improvements as scheduled.
Terra Lago Four Seasons Tract 32341-4	North of Avenue 44 & East of Harrison	37 Lot Residential Tract Development. Plans submitted for plan check #1. 1/6/14 received 2nd submittal. 01/21/14 received 3rd submittal. Plans approved and Fees paid. Warranty Bond Released 5/10/19.	Inspect work improvements as scheduled.