



Board of Directors Special Meeting  
Tuesday, December 29, 2020 at 1:00 PM  
Valley Sanitary District Board Room,  
45-500 Van Buren Street. Indio, CA 92201

**\*\*\*\*\*SPECIAL NOTICE – VIA VIDEOCONFERENCE\*\*\*\*\***

Pursuant to the Governor's Executive Order N-25-20, issued on March 4, 2020 and N-29-20 issued March 18, 2020; the Board of Directors meetings will be conducted remotely through Zoom.

Members of the public wanting to listen to the open session of the meeting may so via the following Zoom registration link <https://zoom.us/j/91878467179> Meeting ID: 918 7846 7179 or by telephone 669-900-9128 or 253-215-8782. Members of the public wanting to address the Board, either during public comment or for a specific agenda item, or both, are requested to send an email notification no later than 12:30 p.m. on the day of the meeting to the Valley Sanitary District's Clerk of the Board at [hgould@valley-sanitary.org](mailto:hgould@valley-sanitary.org).

Page

**1. CALL TO ORDER**

1.1. Roll Call

1.2. Pledge of Allegiance

**2. PUBLIC COMMENT**

*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.*

**3. CONSENT CALENDAR**

*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.*

- 3.1. Approve December 8, 2020 Regular Meeting Minutes 4 - 8  
[3.1 8 Dec 2020 Meeting Minutes.pdf](#) 
- 3.2. Approve Warrants for December 4 to December 17, 2020 9 - 10  
[3.2 Warrants for Dec 4 to 17, 2020.pdf](#) 
- 3.3. Accept Monthly Financial Report for Period Ending November 30, 2020 11 - 15  
[3.3 Staff Report Monthly Financial Report for November 2020.pdf](#)   
[3.3 Attachment A Combined Monthly Account Summary for November 2020.pdf](#)   
[3.3 Attachment B Monthly Income Summary for November 2020.pdf](#)   
[3.3 Attachment C Summary of Cash and Investments.pdf](#) 
- 3.4. Accept Grant Easement in a Private Street West of Spectrum Street and South of Avenue 42 and Authorize General Manger to Sign the Certificate of Acceptance 16 - 22  
[3.4 Staff Report Grant of Easement Walmart Center.pdf](#)   
[3.4 Attachment A Certificate of Acceptance.pdf](#)   
[3.4 Attachment B Grant of Easement signed.pdf](#) 
- 3.5. Authorize Tuition Reimbursement for Beverli A. Marshall, General Manager, in an Amount Not to Exceed \$1,000 23 - 28  
[3.5 Staff Report Marshall Tuition Reimbursement.pdf](#)   
[3.5 Attachment A Tuition Reimbursement Request.pdf](#) 

#### 4. NON-HEARING ITEMS

- 4.1. Authorize Cabazon Road Slope Protection Project Change Order No. 2 29 - 31  
[4.1 Staff Report Slope Protection Project Change Order No. 2.pdf](#) 

[4.1 Attachment A - Change Order No. 2 proposal.pdf](#) 

- 4.2. Authorize One-Time Administrative Leave Carryover for General Manager

32 - 38

[4.2 Staff Report Admin Leave Carryover.pdf](#) 

[4.2 Attachment A GM Employment Contract 2019.pdf](#) 

**5. GENERAL MANAGER'S ITEMS**

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

- 5.1. Update on COVID-19 Regional Lockdown

**6. COMMITTEE REPORTS**

**7. 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.*

**8. INFORMATIONAL ITEMS**

**9. ADJOURNMENT**

Adjourn the Board of Directors meeting of December 29, 2020 in memory of Douglas A. York, Director at Valley Sanitary District for 16 years.

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.

**UNOFFICIAL UNTIL APPROVED**

**VALLEY SANITARY DISTRICT  
MINUTES OF REGULAR BOARD MEETING  
December 8, 2020**

*Valley Sanitary District conducted this meeting in accordance with California Governor Newsom’s Executive Orders N-29-20 and COVID-19 protocols.*

A regular Board Meeting of the Governing Board of Valley Sanitary District (VSD) was held via teleconference, on Tuesday, December 8, 2020.

**1. CALL TO ORDER**

President Duran called the meeting to order at 1:02 p.m.

**1.1 Roll Call**

Directors Present:

Debra Canero, Dennis Coleman, Mike Duran, Scott Sear, William Teague

Staff Present:

Beverli Marshall, General Manager, Holly Gould, Ron Buchwald, Jeanette Juarez, Robert Hargreaves, Best Best & Krieger

**1.2 Pledge of Allegiance**

**1.3 December Employee Anniversaries**

- Jimmy Garcia, Maintenance Tech I – 14 years
- James Mills, Operations Supervisor – 14 years
- Ron Buchwald, District Engineer – 8 years
- Karen Hopper, Accounting Analyst – 7 years
- Hector Guzman, Development Services Tech II – 6 years

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The Board congratulated Jimmy, James, Ron, Karen, and Hector for their hard work and dedication to the district.

**2. OATH OF OFFICE**

**2.1 Administer Oath of Office to Appointed Directors – Clerk of the Board**

Appointed Directors:      Debra Canero  
   Mike Duran  
   Scott Sear  
   William Teague

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Certification in Lieu of Election was received from the Riverside County Register of Voters office certifying that in lieu of the election on November 3, 2020, Debra Canero – Division B, Mike Duran – Division D, and William Teague – Division E were appointed to the office of Director of Valley Sanitary

**UNOFFICIAL UNTIL APPROVED**

District for a term commencing December 4, 2020 and ending December 6, 2024, and Scott Sear – Division C, for a term commencing December 4, 2020, ending December 2, 2022. The Clerk of the Board administered the oath of office to the newly appointed Directors.

**3. PUBLIC COMMENT**

*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.*

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None.

**4. CONSENT CALENDAR**

- 4.1 Approve November 24, 2020 Regular Meeting Minutes
  - 4.2 Approve Warrants for November 19 to December 3, 2020
  - 4.3 Approve Schedule of Regular Meetings for Calendar Year 2021
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**ACTION TAKEN:**

**MOTION:** Director Teague a motion to approve the consent calendar items as presented. Secretary Canero seconded the motion. Motion carried unanimously.  
**MINUTE ORDER NO. 2020-3066**

**5. NON-HEARING ITEMS**

- 5.1 Election of Board Officers
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Pursuant to Resolution 2018-1109 election of officers shall be held at the first (1<sup>st</sup>) Board of Director’s meeting in December of each calendar year. Officers shall serve for a term of one (1) year. Nominations shall be made from the floor and votes shall be in order of President, Vice President, and Secretary/Treasurer.

Nomination of President – President Duran made a motion to nominate Scott Sear for the office of President of the Valley Sanitary District Board of Directors. Director Teague seconded the motion. Motioned carried by the following roll call vote:

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

Nomination of Vice President – President Sear made a motion to nominate Dennis Coleman for the office of Vice President of the Valley Sanitary District Board of Directors. Director Teague seconded the motion. Motioned carried by the following roll call vote:

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

**UNOFFICIAL UNTIL APPROVED**

Nomination of Secretary/Treasurer – Director Teague made a motion to nominate Debra Canero for the office of Secretary/Treasurer of the Valley Sanitary Board of Directors. President Sear seconded the motion. Motioned carried by the following roll call vote:

AYES: Canero, Coleman, Duran, Sear, Teague

NOES: None

**MINUTE ORDER NO. 2020-3067**

5.2 Appoint Directors and One Alternate to the East Valley Reclamation Authority Joint Powers Authority Board of Directors for 2021

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With the forward progress the EVRA JPA, it was suggested that Director William Teague and Vice President Dennis Coleman continue to sit on the EVRA Board for calendar year 2021, with President Scott Sear as the alternate.

**ACTION TAKEN:**

**MOTION:**

Director Duran made a motion to appoint Director William Teague and Vice President Dennis Coleman to the East Valley Reclamation Authority Joint Powers Authority for calendar year 2021. President Scott Sear will serve as the alternate. Director Coleman seconded the motion. Motion carried by the following roll call vote:

AYES: Canero, Coleman, Duran, Sear, Teague

NOES: None

**MINUTE ORDER NO. 2020-3068**

5.3 Appoint Directors to Budget & Finance Committee and Operations Committee for Calendar Year 2021

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President Sear appointed Vice President Coleman and himself to remain on the Budget & Finance Committee for 2021 and he appointed Secretary Canero and Director Teague to remain on the Operations Committee for 2021.

5.4 Receive and File Annual Connection Capacity Fee Report

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Government Code Section 66013 requires a financial accounting of the transactions dealing with sewer connection capacity fees be made available to the public. The annual report showing actual values for the 2019/20 fiscal year and estimated values for the 2020/21 fiscal year was disclosed to the Board. Pursuant to Government Code Section 66013, this report is for review purposes only. A copy of this report was mailed to the Desert Valley Builders Association (DVBA) and the Building Industry Association (BIA) for review and comment on November 18, 2020.

**ACTION TAKEN:**

**MOTION:**

Director Teague made a motion to receive and file the Annual Connection Capacity Fee Report. Director Duran seconded the motion. Motion carried by the following roll call vote:

AYES: Canero, Coleman, Duran, Sear, Teague

NOES: None

**MINUTE ORDER NO. 2020-3069**

**UNOFFICIAL UNTIL APPROVED**

5.5 Authorize Design Contract with SGH Architects for New Laboratory Building in an Amount Not to Exceed \$49,610

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The District's current laboratory was part of the plant expansion in 2012. The lab was not built to current laboratory standards and the subcontractor responsible was penalized with liquidated damages for their failure. Due to specialized ventilation, humidity control, dust control and other pertinent factors it is recommended to build a standalone laboratory rather than try to retrofit the current lab. After construction, the old space will be converted to useful office space and storage. Staff stated that this project is not part included in the FY 2020/21 budget, but it will influence the current rate study. Staff is requesting that this item be added to the mid-year budget review and update. The total cost of the proposal for the initial two phases is \$49,610. The initial design (Phase 1) will provide a schematic of the building, site layout, and a probable construction cost. This will allow staff to refine the construction cost for future CIP budget projections. Secretary Canero and Director Duran would like the item brought back before the Operations Committee for a more in depth look at the project.

**ACTION TAKEN:**

**MOTION:** President Sear made a motion to award a contract to SGH Architects for the initial design of a new laboratory building and authorize the General Manager to execute a contract not to exceed \$49,610. Vice President Coleman seconded the motion. Motion carried by the following roll call vote:  
AYES: Coleman, Sear, Teague  
NOES: Canero, Duran  
**MINUTE ORDER NO. 2020-3070**

**6. GENERAL MANAGER'S ITEMS**

- 6.1 Monthly General Manager's Report – October 2020
- Administrative Services
  - Operations & Maintenance
  - Development Services
  - Collection Services
  - CIP Project Update

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Ms. Marshall updated the board with the current COVID mandatory stay at home order that was put into place on December 9, 2020. In response, the district has gone back on a Team A/Team B schedule with half of the operations, maintenance and collections staff alternating working from home. The administration and development services departments have also implemented a work from home schedule. The shutdown is in place for three (3) weeks and then will be re-evaluated on a week by week basis. No vacation time will be approved during this time. There will be an extension of accrued vacation hours for those employees in danger of losing time.

**7. COMMITTEE REPORTS**

- 7.1 Operations Committee – Draft December 1, 2020 Regular Meeting Minutes

## **UNOFFICIAL UNTIL APPROVED**

Director Teague and Secretary Canero gave a report to the board on the Operations Committee meeting held December 1, 2020. Ron Buchwald, Engineering Services Manager, was elected as Chair of the committee. Valerie Houchin and Brian Pottenger of Schneider Electric presented an update to the committee on Phase I of the Reclaimed Water Project. Mr. Buchwald updated the committee on Phase II and Phase II of the Reclaimed Water Project and Ian Wilson reported on the Whole Effluent Toxicity and Toxicity Reduction Evaluation Plan. Director Teague commended Ian and Ron for their transparency when working with Regional Board.

### **8. DIRECTOR'S ITEMS**

Director Teague and Vice President Coleman gave an update on the EVRA meeting held December 2, 2020. Phase 1 of the feasibility study for the Reclaimed Water Project found that spreading at the VSD site was not an option and injection would be the effective means of augmenting the basin with highly treated effluent reuse water. It is recommended that a subsurface geophysical survey be done to collect data that may confirm the presence of a fault underneath the proposed injection site at VSD. If a fault exists, it may preclude the construction of an injection well that can effectively inject treated water at the VSD site. The EVRA board approved an amendment to the Professional Services Agreement with Geoscience to provide subsurface geophysical survey and analysis.

### **9. INFORMATIONAL ITEMS**

Due to the recent lockdown restriction the annual employee holiday luncheon had to be postponed to a future date.

### **10. ADJOURNMENT**

There being no further business to discuss, the meeting was adjourned at 2:21 p.m. The next special board meeting will be held December 29, 2020.

Respectfully submitted,

Holly Gould, Clerk of the Board  
Valley Sanitary District



**DISBURSEMENTS**  
**Approved at the Board Meeting of**  
**December 29, 2020**

38828 McMaster-Carr Supply Co.	Hole Saws	\$70.39
38828 McMaster-Carr Supply Co.	Flanged Joints, Pliers	\$1,342.24
38828 McMaster-Carr Supply Co.	Steel Pipes, Gaskets, Pipe Fittings	\$459.19
38828 McMaster-Carr Supply Co.	Hose Fittings	\$256.80
38833 Addiction Medicine Consultants	DOT Drug and Alcohol Testing Program CY 2021	\$600.00
38834 Around The Clock Call Center	Call Center Service Dec 2020	\$131.00
38835 Automation Pride	Gate Service Call	\$95.00
38836 Calif. Water Environment Assn.	Coll Sys Maint Grade 1	\$91.00
38837 Carquest Auto Parts	Purchases for Nov 2020	\$532.28
38838 Cintas Corp	Uniforms, Mats, Towels, Etc for Week of 12/03/2020	\$767.77
38839 Consolidated Electrical Distributors, Inc.	Pond Building Electrical Upgrade	\$746.19
38840 Desert Arc	Landscape Serv Dec 2020	\$800.00
38841 Desert Concepts Construction, Inc	Cabazon Road Slope Stab. Project Additional Inv	\$51,832.00
38842 Desert Hose & Supply	Water Hose amd Female Pipes	\$1,334.67
38842 Desert Hose & Supply	Hlgh Pressure Hydraulic Hose & Sleeve	\$254.06
38843 E.S. Babcock & Sons, Inc.	PFAS-POTW Order (Samples)	\$1,425.00
38844 Eisenhower Occupational Health	New Hire Screening	\$125.00
38845 Enthalpy Analytical, LLC	TIE-TRE Testing	\$3,700.00
38846 Fulton Distributing Co.	Lysol Disinfectant Wipes	\$869.71
38846 Fulton Distributing Co.	Roll Towels, Foam Soap, Bleach	\$498.86
38847 Hach Company	Nitrification Inhibitor	\$231.64
38847 Hach Company	Filter Glass	\$346.59
38848 Harrington Industrial Plastics, Inc.	PVC Plumbing	\$3,511.22
38849 Healthy Futures, Inc.	Wellness Consultations for November 2020	\$1,500.00
38850 Innovative Document Solutions	Copier Maint Nov 2020	\$76.44
38851 Kaman Industrial Technologies	Banded V Belt	\$489.42
38852 McMaster-Carr Supply Co.	Shop Supplies	\$623.77
38852 McMaster-Carr Supply Co.	CPVC Pipe and Fittings	\$1,477.08
38852 McMaster-Carr Supply Co.	CPVC Piping	\$271.20
38852 McMaster-Carr Supply Co.	TIN-Coated Steel Drill	\$108.56
38852 McMaster-Carr Supply Co.	CPVC Pipe, Valves, Flittings	\$339.71
38853 NBS Government Finance Group	Sewer Rate Study Services	\$15,415.00
38854 Quinn Company	Rental of 1 of 2 XQ425 Generator	\$2,349.67
38854 Quinn Company	Rental of 2 of 2 XQ425 Generator	\$2,349.67
38855 ReadyRefresh by Nestle	Water Delivery 10/23/2020-11/22/2020	\$820.36
38856 Rudy's Pest Control	Pest Control on 12/07/2020	\$185.00
38857 Safety-Kleen Systems, Inc.	Parts Washer Service as of 11/23/2020	\$271.88
38858 SC Fuels	Fuel Delivery 12/01/2020	\$2,775.61
38859 Southwest Networks, Inc.	Guardian BDR Offsite Storage Jan 2021	\$699.00
38859 Southwest Networks, Inc.	Computer Consulting for Nov 2020	\$403.75
38859 Southwest Networks, Inc.	Computer and Monitor for Lab	\$1,270.85
38860 State Water Resources Control Board	Annual Permit Fee 07/01/2020-06/30/2021	\$15,269.00
38861 Superior Protection Consultants	Security Patrol Nov 2020	\$6,240.00
38862 Underground Service Alert	Board Fee Dec 2020	\$68.99
38862 Underground Service Alert	Dig Alerts Dec 2020	\$148.60
38863 Univar Solutions	Ferric Chloride Delivery 11/25/2020	\$7,298.65
38863 Univar Solutions	Sodium Hypochlorite	\$7,197.63
38863 Univar Solutions	Sodium Bisulfite Delivery 12/03/2020	\$5,212.30
38863 Univar Solutions	Sodium Hypochlorite Delivery 12/04/2020	\$7,101.58
38864 UPS	Shipping Charges as of 12/05/2020	\$548.40
38865 Willdan Financial Services	Assessment District Services Nov 2020	\$715.00
38868 FedEx	Shipping Charge on 11/17/2020	\$16.97
38869 Zoom Video Communications Inc.	Annual Video Comm. Membership Fee Nov 2020-Oct 2021	\$607.10
38870 United Way	PR 11/27/2020 - 12/10/2020 PD 12/18/2020	\$25.00
202012081 Basic	PR 11/13/2020 - 11/26/2020 PD 12/04/2020	\$208.33
202012101 Burrtec Waste & Recycling Svcs	Grit Removal for November 2020	\$2,553.81
202012101 Burrtec Waste & Recycling Svcs	Trash Service for December 2020	\$241.21
202012121 Time Warner Cable	Telephone Service for December 2020	\$1,116.71
202012141 Indio Water Authority	Water Service for October 2020	\$1,252.99
202012141 Indio Water Authority	Hydrant Service for October 2020	\$502.70

202012171 Paychex - Direct Deposit	Sick Time Payout - PD 12/17/2020	\$24,722.88
202012172 Paychex - Tax	Sick Time Payout - PD 12/17/2020	\$12,252.65
202012173 Vantage Point Transfer Agents - ICMA	PR 11/27/2020 - 12/10/2020 PD 12/18/2020	\$945.00
202012174 Vantage Point Transfer Agents - ICMA	Sick Time Payout - PD 12/17/2020	\$8,785.00
202012175 Paychex - Fee	Sick Time Payout	\$122.19
202012180 CalPERS Retirement	PR 11/27/2020 - 12/10/2020 PD 12/18/2020	\$17,842.64
202012181 SoCal Gas	Gas Service for November 2020	\$343.66
202012182 Paychex - Direct Deposit	PR 11/27/2020 - 12/10/2020 PD 12/18/2020	\$68,425.49
202012183 Paychex - Garnishment	PR 11/27/2020 - 12/10/2020 PD 12/18/2020	\$210.46
202012185 Paychex - Tax	PR 11/27/2020 - 12/10/2020 PD 12/18/2020	\$33,627.24
202012186 MassMutual	PR 11/27/2020 - 12/10/2020 PD 12/18/2020	\$10.00
202012187 Nationwide Retirement Solution	PR 11/27/2020 - 12/10/2020 PD 12/18/2020	\$1,535.00
202012188 Paychex - Fee	PR 11/27/2020 - 12/10/2020 PD 12/18/2020	\$179.50
202012189 CalPERS 457	Sick Time Payout - PD 12/17/2020	\$4,969.00
202012189 CalPERS 457	PR 11/27/2020 - 12/10/2020 PD 12/18/2020	\$1,000.00
		\$332,743.26



**Valley Sanitary District  
Board of Directors Meeting  
December 29, 2020**

**TO:** Board of Directors  
**THROUGH:** Beverli A. Marshall, General Manager  
**FROM:** Jeanette Juarez, Business Services Manager  
**SUBJECT: Monthly Revenue & Expense Report for the Period Ending November 30, 2020**

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

**Executive Summary**

The purpose of this report is to present the monthly revenue and expenses to the Board and the public for the District for the month of November 2020.

**Strategic Plan Compliance**

This item complies with VSD Strategic Plan Objective 5: Long-Term Financial Strength.

**Fiscal Impact**

There is no fiscal impact from this report.

**Background**

The adopted Comprehensive Budget for Fiscal Year 2020/21 includes \$13.9 million in revenues, \$8.8 million in Operating & Maintenance expenditures, and \$10.3 million in CIP expenditures. Attached please find the expenditures (Attachment A) and revenue (Attachment B) for the period ending November 30, 2020, which represents 41.7% of the fiscal year. Fiscal year to date, the District has received \$11,583,262 in revenue and expended \$2,879,060. The cash balances in the various accounts are presented in the attached Summary of Cash and Investments report (Attachment C).

**Recommendation**

Staff recommends that the Board accept the Revenue and Expense report for the period ending November 30, 2020.

**Attachments**

- Attachment A: Combined Monthly Account Summary for November 2020
- Attachment B: Monthly Income Summary for November 2020
- Attachment C: Summary of Cash and Investments for November 2020

**Valley Sanitary District**  
**Combined Monthly Account Summary**  
 November 2020 (UNAUDITED)

Account Description	Current Month	Fiscal YTD	Annual Budget	% Expended	Balance
<b>Operating Expenses</b>					
Salaries	217,680	1,108,815	2,746,625	40%	1,637,810
Callout	94	3,122	16,200	19%	13,078
Group dental/vision	2,656	13,914	20,466	68%	6,552
Group disability	740	3,734	9,640	39%	5,906
Group health	36,513	181,950	469,709	39%	287,759
Group life	527	2,636	7,030	37%	4,394
Longevity	2,677	14,838	37,900	39%	23,062
Overtime	1,824	6,001	23,800	25%	17,799
Payroll taxes	15,054	80,066	216,300	37%	136,234
Retirement	21,773	109,528	297,400	37%	187,872
Standby	2,960	14,604	37,500	39%	22,896
Unemployment	(142)	(142)	0	0%	142
Workers comp	3,759	20,492	56,020	37%	35,528
Certifications	312	2,480	12,810	19%	10,330
Chemicals	35,459	170,906	392,560	44%	221,654
Clothing/Safety	2,065	9,406	27,750	34%	18,344
Comprehensive insurance	25,678	128,392	308,300	42%	179,908
Contract services	38,647	168,770	601,485	28%	432,715
County charges	0	(188)	22,000	(1)%	22,188
Directors' fees	3,000	16,500	46,500	35%	30,000
Election	0	0	70,000	0%	70,000
Electricity	54,520	252,349	607,750	42%	355,401
Gas/Oil	2,714	14,510	52,000	28%	37,490
Memberships/Subscriptions	1,794	17,775	41,495	43%	23,720
Natural gas	344	857	6,000	14%	5,143
Office expense	2,080	6,284	16,000	39%	9,716
Operating supplies	8,268	68,506	215,200	32%	146,694
Other expenses	8,173	12,471	50,000	25%	37,529
Permits & fees	6,387	25,922	93,650	28%	67,728
Professional/Legal	3,031	57,548	212,750	27%	155,202
Publications	75	154	2,000	8%	1,846
Repairs/Maintenance	55,383	294,298	604,120	49%	309,822
Research & monitoring	8,534	28,223	100,000	28%	71,777
Small tools	680	2,674	33,500	8%	30,826
Telephone	1,845	8,795	20,500	43%	11,705
Trash collection	2,795	12,555	25,500	49%	12,945
Travel/Mtgs/Ed	1,335	12,124	104,000	12%	91,876
Water	610	8,192	21,500	38%	13,308
<b>Total Expenses</b>	<b>569,843</b>	<b>2,879,060</b>	<b>7,625,960</b>	<b>38%</b>	<b>4,746,900</b>

## Valley Sanitary District Combined Monthly Account Summary November 2020 (UNAUDITED)

Account Description	Current Month	Fiscal YTD	Annual Budget	% Expended	Balance
<b>Capital Expenses</b>					
Capital O & M Fund 11	964	964	140,000	1%	139,036
Capital Replacement Fund 12	49,178	435,701	9,894,743	4%	9,459,042
Capital Improvement Fund 13	0	0	2,549,877	0%	2,549,877
<b>Total Capital Expenses</b>	<b>50,143</b>	<b>436,666</b>	<b>12,584,620</b>	<b>3%</b>	<b>12,147,954</b>

# Valley Sanitary District

## Monthly Income Summary

### November 2020 (UNAUDITED)

	<u>Current Month</u>	<u>Fiscal YTD</u>	<u>Annual Projection</u>	<u>% Received</u>	<u>Balance</u>
<b>Revenues</b>					
Sewer Service Chgs-Current	\$0	\$11,273,441	\$11,979,000	94 %	\$705,559
Permit & Inspection Fees	\$2,175	\$13,070	\$15,000	87 %	\$1,930
Saddles/Disconnect Fees	\$0	\$80	\$0	0 %	(\$80)
Plan Check Fees	\$1,550	\$5,175	\$10,000	52 %	\$4,825
Other Services	\$0	\$0	\$1,800	0 %	\$1,800
Sale of Surplus Property	\$350	\$15,081	\$0	0 %	(\$15,081)
Taxes - Current Secured	\$0	\$0	\$700,000	0 %	\$700,000
Taxes - Current Unsecured	\$0	\$24,961	\$25,000	100 %	\$39
Taxes - Prior Secured	\$0	\$0	\$6,000	0 %	\$6,000
Supple Prop. Taxes - Current	\$0	\$0	\$6,000	0 %	\$6,000
Supple Prop. Taxes - Prior	\$0	\$0	\$2,000	0 %	\$2,000
Homeowners Tax Relief	\$0	\$0	\$6,000	0 %	\$6,000
Interest Income	\$690	(\$50,018)	\$300,000	(17)%	\$350,018
Unrealized gains (losses)	\$0	(\$1,065)	\$0	0 %	\$1,065
Non-Operating Revenues - Fnd 11	\$0	\$142	\$500	28 %	\$358
Interest Income	\$0	(\$71,891)	\$0	0 %	\$71,891
Connection Fees	\$62,622	\$391,388	\$748,000	52 %	\$356,613
Interest Income	\$0	(\$17,102)	\$100,000	(17)%	\$117,102
<b>Total Revenues</b>	<b>\$67,387</b>	<b>\$11,583,262</b>	<b>\$13,899,300</b>	<b>83 %</b>	<b>\$2,316,038</b>

**VALLEY SANITARY DISTRICT**  
SUMMARY OF CASH AND INVESTMENTS

FOR THE PERIOD: 11/01/2020 TO 11/30/2020 (UNAUDITED)

Agenda Item No. \_\_\_\_\_

**INVESTMENTS**

LAIF Fund 4 - Agency Fund		
Beginning Balance (Fund 4)	212,914	
Net Transfer from (to) Fund 11	(715)	
Fair Value Factor for quarter ending 06/30/2020	0	
Interest (Pd quarterly - Int. Rate 0.84%)	0	
<b>Fund 04 Ending Balance</b>	<b>212,199</b>	
LAIF Fund 6 - Wastewater Revenue Refunding Bonds		
Beginning Balance (Fund 6)	2,787	
Net Transfer from (to) Fund 11	0	
Fair Value Factor for quarter ending 06/30/2020	0	
Interest (Pd quarterly - Int. Rate 0.84%)	0	
<b>Fund 06 Ending Balance</b>	<b>2,787</b>	
LAIF Fund 11 - Operating Fund		
Beginning Balance (Fund 11)	16,571,999	
Net Transfer from (to) Fund 04	715	
Net Transfer from (to) Fund 06	0	
Net Transfer from (to) Fund 12	95,092	
Net Transfer from (to) Fund 13	(37,587)	
Fund Transfer from (to) LAIF - WF	(800,000)	
Fair Value Factor for quarter ending 06/30/2020	0	
Interest (Pd quarterly - Int. Rate 0.84%)	0	
<b>Fund 11 Ending Balance</b>	<b>15,830,219</b>	
LAIF Fund 12 - Reserve Fund		
Beginning Balance (Fund 12)	25,651,912	
Net Transfer from (to) Fund 11	(95,092)	
Fair Value Factor for quarter ending 06/30/2020	0	
Interest (Pd quarterly - Int. Rate 0.84%)	0	
<b>Fund 12 Ending Balance</b>	<b>25,556,820</b>	
LAIF Fund 13 - Capital Improvement Fund		
Beginning Balance	6,723,489	
Connection Fees	62,622	
(Disbursements) or Reimbursements	(25,035)	
Net Transfer from (to) Fund 11	37,587	
Fair Value Factor for quarter ending 06/30/2020	0	
Interest (Pd quarterly - Int. Rate 0.84%)	0	
<b>Fund 13 Ending Balance</b>	<b>6,761,076</b>	
<b>TOTAL LAIF INVESTMENTS: FUNDS 04, 06, 11, 12 AND 13</b>	<b>48,363,100</b>	

**CASH IN CHECKING ACCOUNT**

**WELLS FARGO - FUND 11**

Beginning Balance	1,831,527	
Deposits	104,867	
Fund Transfer from (to) LAIF (net)	800,000	
Disbursements and Payroll	(743,342)	
<b>Wells Fargo Ending Balance</b>	<b>1,993,052</b>	

**CALTRUST - FUND 11**

Beginning Balance	1,094,340	
Unrealized Gain / <Loss>	0	
Interest Income	690	
<b>CalTRUST Ending Balance</b>	<b>1,095,030</b>	

**TOTAL WELLS FARGO AND CALTRUST CHECKING**

**3,088,082**

**TOTAL CASH AND INVESTMENTS** **51,451,182**

The Board certifies the ability of the District to meet its expenditure requirements for the next six (6) months, as per Government Code 53646(b)(3).

This report is in compliance with the District's Investment Policy under Government Code 53646(b)(2).



**Valley Sanitary District  
Board of Directors Meeting  
December 29, 2020**

TO: Board of Directors

THROUGH: Beverli A. Marshall, General Manager

FROM: Ronald Buchwald, Engineering Services Manager

SUBJECT: **Accept a Grant of Easement and Authorize the General Manager to Sign a Certificate of Acceptance**

<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

**Executive Summary**

The purpose of this report is for the Board of Directors to discuss the acceptance of a new grant of easement for sewer main purposes

**Strategic Plan Compliance**

This item complies with VSD Strategic Plan Objective 6: Improve Planning, Administration and Governance

**Fiscal Impact**

There is no fiscal impact from the recommended action.

**Background**

The easement that is to be granted to Valley Sanitary District is in a private street west of Spectrum Street and south of Avenue 42 in the Walmart Shopping Center. The easement is twenty feet wide and approximately 430 feet long. Attached are the Certificate of Acceptance and Grant of Easement with Exhibits A and B showing the location of the sewer easement.

**Recommendation**

Staff recommends that the Board of Directors authorize the General Manager to sign the Certificate of Acceptance for the Grant of Easement for recording purposes.

**Attachment A:** Certificate of Acceptance

**Attachment B:** Grant of Easement and Exhibits A and B



CERTIFICATE OF ACCEPTANCE  
OF GRANT OF EASEMENT

This Certificate of Acceptance pertains to the interest in real property conveyed by the Grant of Easement dated May 21, 2020.

From: Urbanica, LLC (“Grantor”)

To: Valley Sanitary District (“Grantee”)

Said Easement Grant Deed is hereby accepted by the undersigned officer on behalf of the Grantee pursuant to authority conferred by the Grantee’s governing board.

The Grantee hereby consents to recordation of such Grant Deed.

Dated: \_\_\_\_\_

VALLEY SANITARY DISTRICT

By: \_\_\_\_\_

Beverli A. Marshall, CSDM  
General Manager

**PARCEL NO.  
PROJECT:**

**RECORDING REQUESTED BY:  
VALLEY SANITARY DISTRICT**

**WHEN RECORDED MAIL TO:  
VALLEY SANITARY DISTRICT  
45-500 VAN BUREN  
INDIO, CA 92201**

The Documentary Transfer Tax is \$None  
Conveyance to Governmental Entity R&T 1192

APN: 610-330-026

FREE RECORDING REQUESTED  
California Govt. Code 6103

### GRANT OF EASEMENT

**THIS INDENTURE**, made and entered into this 21 day of MAY, 2020, by and between URBANICA, LLC, a California limited liability company, ("**Grantor**") and VALLEY SANITARY DISTRICT, ("**Grantee**").

**WITNESSETH:** FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Grantor does hereby grant unto the Grantee, the easement and right of way to establish, construct and maintain for all time a public sewer or sewers and appurtenances in, through, on and along that certain real property situated in the County of Riverside, more particularly described as follows:

See Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.

**THIS GRANT** is made by the Grantor under the full understanding and condition that the Grantee, by acceptance of this Grant, has the right to remove all things thereon that interfere with the purpose for which said easement is granted. Further, it is agreed by the Grantor that any structure placed upon, or tree, plant or shrub planted on, along, or adjacent to said easement which injures the sewer or interferes with the maintenance thereof shall be removed by the Grantor at his expense when notified in writing to do so by the Grantee. Further, it is understood that connections to such public sewer or sewers constructed on the real property described above may be made only upon strict compliance with such rules and regulations as Grantee shall adopt from time to time and keep on file in the office of its secretary.

**TO HAVE AND HOLD** upon the Grantee forever for the sole object and purpose of constructing and maintaining thereon a public sewer or sewers and appurtenances thereto. Grantee's rights shall include the right to construct and maintain service roads, manholes, pumping stations, and service connection structures appurtenant to said line or lines of trunk sewer pipe which structures may extend above the surface of the ground.

Dated: 5/21/50

**GRANTOR:**

URBANICA, LLC, a California limited liability company

By: \_\_\_\_\_

Name: MAREN HABIB

Its: MANAGER

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 CALIFORNIA )

COUNTY OF LOS ANGELES )

On 05/21/2020 before me, RAMANJEET SINGH, Notary Public  
(insert name and title of the officer)

personally appeared MAZEN HABIBY, 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  (Seal)



**EXHIBIT 'A'**

**LEGAL DESCRIPTION  
SEWER EASEMENT  
(HABIBY)  
CITY OF INDIO, CA**

THAT CERTAIN PORTION OF LAND, COMPRISING A PORTION PARCEL "B" AS SHOWN ON LOT LINE ADJUSTMENT 2005-07, RECORDED MARCH 31, 2005, AS INSTRUMENT NO. 2005-0252255, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, LOCATED IN A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 7 EAST, S.B.M., IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

**STRIP #1 (20 FEET WIDE)**

THE SOUTHERLY 20.00 FEET OF THE WESTERLY 430 FEET OF SAID PARCEL "B", AS MEASURED NORMAL TO, THE SOUTH LINE AND THE WEST LINE RESPECTIVELY, OF SAID PARCEL "B".

EXCEPTING THEREFROM THAT PORTION OF SAID PARCEL "B" PREVIOUSLY GRANTED IN A DOCUMENT RECORDED OCTOBER 9, 2014 AS DOCUMENT NO. 2014-0386934 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

THE ABOVE DESCRIBED PARCEL CONTAINS 6,400 SQUARE FEET OR 0.15 ACRES, MORE OR LESS.

PREPARED BY:  
BASE CONSULTING GROUP, INC.

 11/06/2020

NEIL E. THONESEN  
P.L.S. 8656  
LIC. EXP. 12/31/2021

DATE



**EXHIBIT 'B'**

VSD EASEMENT  
RECORDED 10/09/2014 AS  
DOC. NO. 2014-0386934 O.R.

VSD EASEMENT  
RECORDED 10/09/2014 AS  
DOC. NO. 2014-0386933 O.R.

PARCEL "B"  
LLA 2005-07

INST. NO. 2005-0252255 O.R.

SOUTHWEST CORNER  
OF PARCEL B OF LLA 2005-07

VSD EASEMENT  
RECORDED 10/09/2014 AS  
DOC. NO. 2014-0386935 O.R.

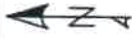
PARCEL 1  
PM 37753  
248 | 43-44

PARCEL 2  
PM 37753  
248 | 43-44

PARCEL 3  
PM 37753  
248 | 43-44

PARCEL 4  
PM 37753  
248 | 43-44

SPECTRUM BLVD.



**LEGEND**

- CENTERLINE
- EASEMENT LINE
- LOT LINE
- SEWER EASEMENT
- POINT OF BEGINNING



11/06/2020

<b>PREPARED BY:</b>  16453 E. MANNING AVE. REEDLEY, CA 93664 PH: (559) 837-1544	<b>SEWER EASEMENT EXHIBIT</b>	
	THE WEST 430.00 FEET OF THE SOUTH 20 FEET OF PARCEL "B" OF LLA 2005-07 BEING A PORTION OF THE THE NORTHWEST ONE-QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 7 EAST, S.B.M.	
DATE: 11/05/2020	DRAWN BY: NET	JOB NO.: 18036
		PAGE 1 OF 1



**Valley Sanitary District  
Board of Directors Meeting  
December 29, 2020**

**TO:** Board of Directors  
**FROM:** Beverli A. Marshall, General Manager  
**SUBJECT: Authorize Tuition Reimbursement for Beverli A. Marshall, General Manager, Per District Policy in an Amount Not to Exceed \$1,000**

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

**Executive Summary**

The purpose of this report is to present the request for reimbursement for the Board’s approval.

**Strategic Plan Compliance**

This item complies with VSD Strategic Plan Objective 1: Fully staffed with a highly trained and motivated team.

**Fiscal Impact**

The total reimbursement request is \$1,000 and is included in the FY 2020/21 Budget.

**Background**

District policy 3.20.15.3 authorizes the reimbursement of up to \$1,000 per quarter, semester, or course with a maximum tuition reimbursement of \$3,000 per employee in a single fiscal year. The attached request is the second request submitted for Fiscal Year 2020/21, for a total of \$2,000 FY to date.

To qualify for reimbursement, the employee must provide proof of payment and evidence that the employee received a passing grade [“C” or equivalent or better]. The attached transcript shows that the employee received a grade of “A” in all courses. The Board of Directors is required to approve reimbursement for the General Manager.

**Recommendation**

Staff recommends that the Board authorize the reimbursement as submitted.

**Attachments**

Attachment A: Reimbursement Request Form, Unofficial Transcript showing grades, and Proof of Payment


**VALLEY SANITARY DISTRICT  
TUITION AND TRAINING REIMBURSEMENT APPLICATION  
FOR EMPLOYEE USE: Tuition and Training Expense Plan ( Complete in advance of Enrollment)**

Employee Name:	Beverli A. Marshall
Department:	Administrative Services
Date of Request:	12/29/2020 (Request #2 for FY 2020/21)

School	Allian International University
Mailing Address	
City , State and Zip	San Diego, CA

Signature of Payee: \_\_\_\_\_  
 By signing I affirm that the reimbursement requested is within the guidelines of the tuition and training reimbursement program

Course Titles	Course Dates (From - To )	Number of Units	Costs (attach receipts)
BUS70540 Research Scholars Community	October - December, 2020	3	\$2,850.00
ELM88320 Law, Ethics, & Equity	October - December, 2020	3	\$2,850.00
Service Fees			\$ 65.00
Founder's Grant			\$ (2,496.00)

  
 Are Books Eligible for Reimbursement ? (CIRCLE ONE) YES NO \$3,269.00  
 List Books Purchased (include Receipts)

Text Books Utilized	Cost

**Grand Total to be Reimbursed** **\$1,000.00**



Unofficial Transcript

10455 Pomerado Rd.  
San Diego, CA 92131  
(626) 284-2777  
www.alliant.edu

Student: Beverli A Marshall		Student ID: 645978		DOB: 4/7	
Course Code	Course Title	Credits Attempted	Credits Earned	Grade	Quality Points
<b>Program: Doctor of Business Administration</b>					
<b>CA School of Mgmt &amp; Leadership</b>					
<b>Enrollment #: MA19128446</b>					
<b>Start Date: 10/21/19</b>					
<b>Status: Active</b>					
<b>Term: 19_T_10OCT 2019 October Term</b>					
BUS7035	Advanced Statistics I	3.00	3.00	A	12.00
		3.00	3.00		12.00
Term GPA: 4.00		Cum GPA: 4.00			
<b>Term: 20_T_01JAN 2020 January Term</b>					
BUS8011	Organizational Behavior And Development	3.00	3.00	A	12.00
		3.00	3.00		12.00
Term GPA: 4.00		Cum GPA: 4.00			
<b>Term: 20_T_03MAR 2020 March Term</b>					
BUS7062	Cross Cultural Management And Global Issues	3.00	3.00	A	12.00
DAT7024	Qualitative And Survey Research	3.00	3.00	A	12.00
		6.00	6.00		24.00
Term GPA: 4.00		Cum GPA: 4.00			
<b>Term: 20_T_05MAY 2020 May Term</b>					
BUS70250	Foundations Of Research	3.00	3.00	A	12.00
		3.00	3.00		12.00
Term GPA: 4.00		Cum GPA: 4.00			
<b>Term: 20_T_07JUL 2020 July Term</b>					
MGT80210	Contemporary Readings In Strategy	3.00	3.00	A	12.00
MGT80220	Management, Strategy And Leadership	3.00	3.00	A	12.00
		6.00	6.00		24.00
Term GPA: 4.00		Cum GPA: 4.00			
<b>Term: 20_T_08AUG 2020 August Term</b>					
BUS70360	Advanced Statistics II	3.00	3.00	A	12.00
LDR87800	Creating Change And Innovation	3.00	3.00	A	12.00
		6.00	6.00		24.00
Term GPA: 4.00		Cum GPA: 4.00			
<b>Term: 20_T_10OCT 2020 October Term</b>					
BUS70540	Research Scholars Community	3.00	3.00	A	12.00
ELM88320	Law, Ethics And Equity	3.00	3.00	A	12.00
		6.00	6.00		24.00
Term GPA: 4.00		Cum GPA: 4.00			
Doctor of Business Administration Concentration(s): Management		GPA: 4.00		33.00	
				33.00	
*** End of Transcript ***					

Unofficial Transcript

\*\* Indicates Retaken Course  
♦ Indicates Associated Course

# Student Registration Bill Summary by Term

10/13/2020  
8:39:47AM

Student Name      Beverli Marshall  
 Student ID        645978  
 Term(s)            2020 October Term

Description	Amount	Date	Term Description
<b>Charges:</b>			
Tuition (Pending)	\$5,700.00	10/08/2020	2020 October Term
Institutional Services Fee (Pending)	\$65.00	10/08/2020	2020 October Term
<b>Total:</b>	<b>\$5765.00</b>		
<b>Anticipated Financial Aid:</b>			
Student Cash Payment Plan	\$2,882.50		
Student Cash Payment Plan	\$2,882.50		
<b>Total:</b>	<b>\$5765.00</b>		
<b>Payments:</b>			
<b>Total:</b>	<b>\$0.00</b>		

# Student Registration Bill Summary by Term

10/13/2020  
8:39:47AM

Student Name      Beverli Marshall  
 Student ID        645978  
 Term(s)            2020 October Term

Description	Amount	Date	Term Description
<b>Account Summary:</b>			
Charges:	\$5765.00		
Financial Aid:	\$5765.00		
Payments:	\$0.00		
<b>Amount due or (due to Student) :</b>	<b>\$0.00</b>		

This is a "printer friendly" page. Please use the "print" option in your browser to print this screen.



**Alliant International University**  
**Tuition and Fees**

**Confirmation Number**  
**249246987**

**Date & Time**  
**Tuesday, October 13, 2020 08:39AM PT**

Payment Method	Amount
VISA Ending in 1779	\$3,269.00

Account Information	Name	Beverli Marshall
	Street Address	80345 Torreon Way
	City	La Quinta
	State	CA
	Zip code	92253
	Country	United States
	Daytime phone	(925) 788 - 3041
	Email	bmarshall1@alliant.edu

**RIGHT TO REFUND**

You, the customer, are entitled to a refund of the money to be transmitted as the result of this agreement if ACI Payments, Inc. does not forward the money to you within 10 days of the date of its receipt, or does not give instructions committing an equivalent amount of money to the person designated by you with the date of the receipt of the funds from you unless otherwise instructed by you.

If your instructions as to when the moneys shall be forwarded or transmitted are not complied with and the money has not yet been forwarded or transmitted right to a refund of your money.

If you want a refund, you must mail or deliver your written request to ACI Payments, Inc. at 6060 Coventry Drive, Elkhorn, NE 68022. If you do not receive you may be entitled to your money back plus a penalty of up to \$1,000 and attorney's fees pursuant to section 2102 of the California Financial Code.

Thank you for using ACI Payments, Inc. If you have a question regarding your payment, please call us toll free at 1-800-487-4567. To make payments in the future please visit our website at [www.officialpayments.com](http://www.officialpayments.com).

[Back](#)

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**Valley Sanitary District  
Board of Directors Meeting  
December 29, 2020**

**TO:** Board of Directors  
**THROUGH:** Beverli A. Marshall, General Manager  
**FROM:** Ronald Buchwald, Engineering Services Manager  
**SUBJECT:** **Approve Change Order No. 2 to the Cabazon Ave Slope Stabilization Project in an Amount Not to Exceed \$63,118**

<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

**Executive Summary**

The purpose of this report is for the Board of Directors to review and discuss the change order proposal from Desert Concepts Construction, Inc.

**Strategic Plan Compliance**

This item complies with VSD Strategic Plan Objective 3: Excellent Facilities.

**Fiscal Impact**

The total cost of Change Order No. 2 is \$63,118. The total cost of the contract including Change Orders No. 1 and No. 2 is \$158,103. The current budget for the Cabazon Road Slope Stabilization project is \$250,000 and is included in the FY 2020/21 Capital Improvement Budget.

**Background**

The slope along the south end of the District’s property is being eroded during flooding events which is causing the posts of the chain link fence to become exposed. District staff worked with the City of Indio to develop a solution to protect the slope (within City right-of-way) and provide a minimal fee permit to perform the work. The work includes grading the existing slope and installing filter fabric, gravel base, and rip-rap rock on the newly graded slope.

On September 8, the Board awarded a contract to Desert Concepts Construction, Inc. not to exceed \$40,425 with a 10% contingency for unforeseen circumstances. The contingency has not been used and will carry over for this Change Order work. On October 27, the Board approved Change Order No. 1 for \$54,560. The slope stabilization work for phase 2 has been completed. Staff continues to be satisfied with

the results and would like to continue this work to the south. The City of Indio also has reviewed the work and agrees to allow the contractor to continue the work to the south.

Staff requested a change order proposal to continue the work approximately 730 feet to the south which will end at the southerly end of the District's property. This will complete the project and provide slope protection along the entire fence line south of the Bird center entrance. The unit cost is slightly higher than the previous proposal and the main reason for that is the cost of rock delivery went up. The total cost of the project is well below the budget estimate, and I believe we are getting good value from the contractor.

**Recommendation**

Staff recommends that the Board of Directors authorize the General Manager to approve Change Order No. 2 for \$63,118 for the slope restoration and stabilization project.

**Attachments**

Attachment A: Desert Concepts Construction Change Order Proposal dated, December 8, 2020.



**DESERT CONCEPTS**  
CONSTRUCTION Inc.

79775 Ave. 40

Indio, CA 92203

Phone: (760) 200-9007

Fax: (760) 200-9014

Email: mail@desertconcepts.net

Lic. #849837 / DIR #1000006619

Proposal Submitted To:		Date: 12/08/2020	Reference No: RV20040
Valley Sanitary District		Job Name: Valley Sanitary District Cabazon rd. Slope	
		North approx. 730 LF	
		Job Location: Cabazon Road Indio ca	
Contact: Adrian Contreras	Email: acontretas@valley-sanitary.org	Phone: 760-238-5411	Date of Plans:

We propose to furnish materials and labor—complete in accordance with specifications below for the sum of:

**Sixty Three Thousand One Hundred Eighteen and 00/100\*\*\*\*\*\$63,118.00**

**DUE UPON COMPLETION**

All material is guaranteed to be as specified. All Work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our employees are fully covered by Workman's Compensation Insurance. This proposal may be withdrawn by us if not accepted within 90 Days.

We hereby submit specifications and estimates for:

Slope South East of Cabazon Rd Install one Layer of non-woven

Install 730 LF Non Woven Filter Fabric, 3/4" rock and 6-9" Rip Rap to stable slope	L/S	Unit Price	Total
• install 2" Layer of 3/4" rock and install 6-9" rip-rap	1	63,118 \$	63,118.00
•		\$	-
•		\$	-
•		\$	-
•		\$	-
•		\$	-
•		\$	-
•		\$	-
•		\$	-
•		\$	-

TOTAL COST OF JOB: \$ 63,118.00

Notes:

<b>Acceptance of Proposal:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.	
Accepted By:	Date:
Signature	Print Name & Title



**Valley Sanitary District  
Board of Directors Meeting  
December 8, 2020**

TO: Board of Directors

FROM: Beverli A. Marshall, General Manager

**SUBJECT: Authorize One-Time Carryover of Administrative Leave Due to the COVID-19 Pandemic**

<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

**Executive Summary**

The purpose of this report is for the Board to discuss a one-time carryover of administrative leave.

**Fiscal Impact**

There is no cost associated with carrying over the General Manager’s leave balance.

**Background**

Due to the COVID-19 pandemic, general stay-at-home orders, and the recent regional lockdown, the General Manager authorized a temporary increase in the maximum cap for vacation accrual for all employees. For the same reasons, the General Manager has been unable to utilize the annual allocation of Administrative Leave. Approximately 22 hours will remain at calendar year-end.

Section 3. G. of the General Manager’s employment contract (Attachment A) stipulates that annual allotment of Administrative Leave of 80 hours is not allowed to be carried over. The Board may, at its discretion, authorize the carryover of the remaining leave balance. Otherwise, the balance will be zero as of December 31, 2021.

**Recommendation**

Staff recommends that the Board of Directors authorize a one-time, non-precedent setting carryover of the General Manager’s Administrative Leave balance to the new calendar year.

**Attachments**

Attachment A: General Manager’s Employment Contract



**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]

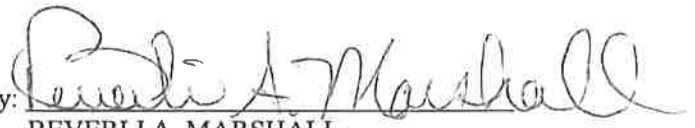
IN WITNESS WHEREOF, the VALLEY SANITARY DISTRICT has caused this Agreement to be signed and duly executed by its Board President, and the Employee has signed and executed this Agreement as of the day and year first above written.

DISTRICT:

VALLEY SANITARY DISTRICT  
DISTRICT

By:   
Mike Duran,  
BOARD PRESIDENT

EMPLOYEE:

By:   
BEVERLI A. MARSHALL  
May 15, 2019