BOARD OF DIRECTORS
REGULAR BOARD MEETING
AGENDA
Wednesday, February 17, 2021
5:00 PM

In an effort to protect public health and prevent the spread of COVID-19 (Coronavirus), and in accordance with the Governor's Executive Order N-29-20, the public may view this meeting online as there will be **no public location for attending in person.**

The meeting will be streamed at
https://zoom.us/j/91325378026?pwd=blJhais3OUlaa3lIMzJMSkYvOEZxdz09
Meeting ID: 913 2537 8026 Passcode: 359955

Or by phone
+1 669 900 6833 US (San Jose) +1 346 248 7799 US (Houston) +1 301 715 8592 US
+1 312 626 6799 US (Chicago) +1 646 876 9923 US (New York) +1 253 215 8782 US
Meeting ID: 913 2537 8026 Passcode: 359955

Members of the public who wish to comment on any item within the jurisdiction of the District or on any item on the agenda, may submit comments by emailing the Board Secretary, Codi Mix at codim@hdwd.com two hours prior to the start of the meeting. Written comments shall follow the three-minute prescribed time limit when read during the meeting and will become part of the meeting minutes. In addition, public comment will be open during the meeting for individuals joining virtually.

Action may be taken on any item listed on the agenda.

CALL TO ORDER/PLEDGE OF ALLEGIANCE

ROLL CALL

1. APPROVAL OF THE AGENDA

2. PUBLIC COMMENT
This is the opportunity for members of the public to address the Board on matters within the Board's jurisdiction that are not listed on the Agenda. Please limit comments to three (3) minutes or less. State law prohibits the Board of Directors from discussing or taking action on items not included on the agenda.

3. CONSENT CALENDAR
Items on the Consent Calendar are acted upon by one motion, unless a Board member wishes an item to be acted upon separately, in which case it will be removed from the Consent Calendar.

3.A. DEMANDS LISTS

Demand list 98063 - 98127.pdf
Demand list-3941 - 3976.pdf
Copy of Payroll Demand 02.17.21.pdf

3.B. 2021 02 03 REGUAR MEETING MINUTES

Board to review and approve the minutes from the February 03, 2021 regular Board meeting.
2021 02 03 Regular Board Meeting Minutes.docx

4. DEPARTMENT ITEMS

4.A. CONSIDER ENTERING INTO GENERAL MANAGER EMPLOYMENT AGREEMENT WITH PAUL G. PESCHEL

That the Board of Directors:
Approve entering into an Employment Agreement with Paul G. Peschel to render services as the General Manager of the Hi-Desert Water District.
HDWD GM Contract.pdf

4.B. RESOLUTION NO. 21-01, ADOPTING REVISIONS TO THE DISTRICT'S EMPLOYEE HANDBOOK

Staff is recommending that the Board of Directors adopt Resolution No. 21-01 to adopt the revisions to the District's Employee Handbook per District Code Section 3.40.040, "Hours of Work" and 3.65.130, "Outside Employment".
Resolution 21-01 Adopting Revisions to Sections 3.40.040 and 3.65.130.docx
Exhibit A - Section 3.40.040.pdf
Exhibit B - Section 3.65.130.pdf
Sample Outside Employment Application.pdf

5. INFORMATION ITEMS

5.A. WATER RECLAMATION FACILITY UPDATE

Staff to provide an update. No action required. For Information only.

6. DIRECTORS' REPORTS/COMMENTS

For information purposes only on subjects not covered by the agenda and no action to be taken.

7. MANAGERS' REPORTS

For information purposes only on subjects not covered by the agenda and no action to be taken.

Chief Plant Operator - Doug Culbert
Assistant General Manager- Administration - Jonathan Abadesco
Assistant General Manager- Operations – Tony Culver
General Manager – Ed Muzik

8. UPCOMING AGENDA ITEMS

9. ADJOURNMENT

Materials related to any item on this Agenda submitted to the Board of Directors or Committee Members after distribution of the agenda packet are available for public inspection in the Hi-Desert Water District office at 55439 29 Palms Hwy, Yucca Valley, California during normal business hours. All documents supporting this agenda are available on the District website at subject to staff's ability to post the documents before the meeting.

Reasonable Accommodation: *Upon request, this notice will be made available in appropriate alternative formats to persons with disabilities. Any person with a disability, who requires a modification or accommodation to view the agenda or to participate in the public comment portion of the Board meeting, should direct such a request to Ed Muzik, Secretary of the Board of Directors, at 760-365-8333 or edm@hdwd.com. Please allow two business days for your request to be processed.*

Disruptive Conduct: *If any meeting of the District is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, a meeting may be recessed or the person or persons willfully disrupting the meeting may be ordered to leave the meeting. Disruptive conduct includes addressing the Board or Committee without first being recognized, not addressing the subject before the Board or Committee, repetitively addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board or Committee from conducting its meeting in an orderly manner. Your cooperation is appreciated.*

Hi-Desert Water District
Demand List

Report Date: 02/09/21 **Period: 01/27/21 - 02/09/21**

Checks: 98063 - 98127

Check No.	Payable To	Amount	Description
98063	Wex Bank	2,140.34	12/15/20 - 01/15/2021 Gas Charges
98064	The Independent Bankersbank NA	1,553.95	January Credit Card Charges
98065	The Independent Bankersbank NA	596.40	
98066	The Independent Bankersbank NA	166.37	
98067	The Independent Bankersbank NA	526.65	
98068	AT&T Mobility	886.10	
98069	Central Printer Resources - CPR	1,043.50	Repair Plotter Printer
98070	CP Autoworks	180.00	
98071	Desert Fire Extinguisher	530.18	
98072	Desert Arc	948.00	
98073	Dirty Boyz Designz	195.22	
98074	Fred's Tire & Automotive	15.00	
98075	Frontier Communications	54.78	
98076	InfoSend, Inc	634.46	
98077	Inland Water Works Supply	1,158.13	Inventory Supplies
98078	McCall's Meter Sales & Service	899.29	
98079	Mojave Water Agency	118,035.00	December Purchased Water
98080	Roberts Consulting Group INC	8,334.00	December Professional Services
98081	Terminix	69.00	
98082	Utility Supply of America, Inc	450.75	
98083	Vessco Inc.	380.63	
98084	Kennedy/Jenks Consultants	1,895.50	May Administration of Prop 84 Drought Grant
98085	Customer Refund	222.48	
98086	Customer Refund	55.49	
98087	Customer Refund	17.81	
98088	Customer Refund	128.43	
98089	Customer Refund	11.25	
98090	Customer Refund	44.16	
98091	Customer Refund	156.05	
98092	Customer Refund	147.33	
98093	Customer Refund	193.03	
98094	Customer Refund	50.97	
98095	Customer Refund	227.74	
98096	Customer Refund	240.40	
98097	Customer Refund	225.39	
98098	Customer Refund	7.95	
98099	Ace Alternators	437.77	
98100	Apco Plumbing	120.12	
98101	AUS West Lockbox	183.91	
98102	Builder's Supply	5.84	
98103	Burrtec Waste & Recycling Svcs	541.85	
98104	Burrtec Environmental	125.58	
98105	California Chamber Of Commerce	230.51	
98106	Carollo Engineers	3,678.15	December Professional Services
98107	Century Forms	36.92	
98108	Copy Center Plus, Inc.	417.51	

98109	Core & Main LP	22,281.47	Inventory Supplies
98110	CV Strategies	862.50	
98111	Debra Sanchez Cleaning	2,000.00	January Cleaning Services
98112	De Nora Technologies, LLC.	99.52	
98113	Dirty Boyz Designz	224.03	
98114	E.S. Babcock & Sons, Inc.	532.00	
98115	Forensic Drug Testing, Inc.	757.81	
98116	Imperial Sprinkler Supply, Inc	1,716.03	Operating Supplies
98117	InfoSend, Inc	1,049.82	January Outsourced Billings
98118	Inland Water Works Supply	1,727.00	Inventory Supplies
98119	MV Cheng & Associates	11,177.50	January Professional Services
98120	Parkhouse Tire Inc.	980.12	
98121	Pro Electronics Inc.	222.00	
98122	SC Fuels	1,516.15	January Diesel Fuel
98123	Steel Unlimited, Inc.	1,169.06	Automotive Supplies
98124	Terminix	60.00	
98125	Ultimate Motors, Inc.	90.00	
98126	Yucca Valley Auto Parts	425.07	
98127	The Bank of New York Mellon	43,175.00	Loan Payment
	Total	**238,264.97**	

Hi-Desert Water District Wastewater Fund
Demand List

Report Date: 02/09/21 **Period : 01/27/21 - 02/09/21**

Checks: 3941 - 3976

Check No.	Payable To	Amount	Description
3941	Wex Bank	240.78	
3942	The Independent Bankersbank NA	310.69	
3943	AUS West Lockbox	97.78	
3944	AT&T Mobility	111.40	
3945	Banner Bank Escrow #1401	9,173.38	August Retainage for WM Lyles Co
3946	Carollo Engineers	12,762.45	August Professional Services
3947	Carollo Engineers	14,710.00	August Professional Services
3948	Carollo Engineers	26,470.10	September Professional Services
3949	Carollo Engineers	11,457.00	September Professional Services
3950	Core & Main LP	65.31	
3951	Desert Fire Extinguisher	277.28	
3952	E.S. Babcock & Sons, Inc.	996.00	
3953	Fedex	22.63	
3954	Pyramid Building & Engineering, Inc.	237,387.36	Retention for B1 Paxton Pump
3955	Pyramid Building & Engineering, Inc.	10,128.19	July Construction Package B3 Kickapoo Pump Station
3956	Pyramid Building & Engineering, Inc.	46,465.75	August Construction Package B3 Kickapoo Pump Station
3957	SCE	658.28	
3958	Spectrum	59.98	
3959	Terminix	50.00	
3960	United States Geological Survey	60,315.66	4/1/20 - 06/30/20 Environmental Services
3961	Albert A. Webb Associates	2,810.00	August Professional Services
3962	W.M. Lyles Co.	174,294.28	August Wastewater Facility
3963	The ADT Security Corporation	398.00	
3964	The ADT Security Corporation	222.00	
3965	Jennifer Bowers	192.00	
3966	AUS West Lockbox	97.78	
3967	Burrtec Waste & Recycling Svcs	144.32	
3968	Core & Main LP	799.83	
3969	Debra Sanchez Cleaning	600.00	
3970	E.S. Babcock & Sons, Inc.	1,216.00	Lab Wastewater Analysis
3971	Finley Industrial Services	9,945.00	November Pick Up/Disposal of Biosolids
3972	Harrington Industrial	954.66	
3973	Spectrum	684.00	
3974	Utility Supply of America, Inc	182.74	
3975	Webb Municipal Finance, LLC	2,500.00	December Professional Services
3976	Carollo Engineers	3,678.15	December Professional Services
	Total	**630,478.78**	

Indicates Amounts Approved Exceeding $25,000

Hi-Desert Water District
Payroll Demand List

Payroll 01/28/21:

Wages	$	150,039.05
ER - Social Security	$	9,141.07
ER - Medicare	$	2,137.86
ER - PERS (Longevity)	$	33.20
ER - PERS	$	14,523.31
Payroll Service Fee	$	3,013.20
Total Cost of Payroll 01/28/21	**$**	**178,887.69**

Payroll 02/11/21:

Wages	$	157,205.45
ER - Social Security	$	9,577.88
ER - Medicare	$	2,240.00
ER - PERS (Longevity)	$	34.67
ER - PERS	$	14,581.44
Payroll Service Fee	$	-
Total Cost of Payroll 02/11/21	**$**	**183,639.44**

Total Cost of Payroll 07/16/20	$	183,908.74
Total Cost of Payroll 07/30/20	$	214,307.54
Total Cost of Payroll 08/13/20	$	185,151.68
Total Cost of Payroll 08/27/20	$	190,625.29
Total Cost of Payroll 09/10/20	$	214,869.06
Total Cost of Payroll 09/24/20	$	201,298.14
Total Cost of Payroll 10/08/20	$	186,023.76

Agenda Item No: 3.B

Board of Directors Staff Report

Meeting Date: February 17, 2021
Submitted by: Codi Mix
Presented by:
Agenda Section:

Subject:
2021 02 03 REGUAR MEETING MINUTES

Recommendation:
Board to review and approve the minutes from the February 03, 2021 regular Board meeting.

Fiscal Impact:
N/A

Background:
N/A

Attachments:
2021 02 03 Regular Board Meeting Minutes.docx

Hi-Desert Water District Board of Directors
Regular Meeting Minutes
Wednesday, February 3, 2021

CALL TO ORDER/PLEDGE OF ALLEGIANCE
President Mayes called the meeting to order at 5:00 p.m. Tony Culver led the pledge.

ROLL CALL
Directors Present: President Roger Mayes, Vice President Sheldon Hough, Director Bob Stadum, Director Jim Byerrum, Director Scot McKone

Directors Absent: None

Staff Present: Ed Muzik, Tony Culver, Jonathan Abadesco, Codi Mix

APPROVAL OF AGENDA
Vice President Hough made a motion to approve the agenda.
Director Stadum seconded the motion.

MSC[1] (Hough/Stadum) motion carried by the following vote:

Ayes: Mayes, Hough, McKone, Stadum, Byerrum
Noes: None
Absent: None
Abstain: None

PUBLIC COMMENTS
None

CONSENT CALENDAR

3A. Demand List - #'s 98009-98062
Demand List - #'s 3905-3940
ACH – 01/27/2021

3B. 2021 01 15 Special Board Meeting Minutes
2021 01 20 Regular Board Meeting Minutes
2021 01 20 Special Board Meeting Minutes
2021 01 25 Special Board Meeting Minutes

Vice President Hough made a motion to approve the Consent Calendar.
Director Byerrum seconded the motion.

MSC[1] – *Motion made, seconded, and carried.*

DRAFT

MSC[1] (Hough/Byerrum) motion carried by the following vote:

Ayes: Hough, Mayes, McKone, Byerrum, Stadum
Noes: None
Absent: None
Abstain: None

PRESIDENT'S SPECIAL RECOGNITION AWARD
Jonathan Abadesco gave the staff report.

A discussion on how the award is obtained was had due to an inquiry by Director McKone.

PUBLIC COMMENTS:
None

For information only. No action taken.

REPORTS/COMMENTS
Directors' Reports and Comments:
Director McKone reported on attending a meeting regarding groundwater and repairs.

Director Byerrum stated he also attended that workshop and asked if we can put the link on the HDWD website as it was very educational. He commented on also attending the CASA Conference and provided information on what he found of interest which was a report that a billion dollars in California is owed to water agencies. He provided further information on delinquent bills due to water.

Director Byerrum asked Jonathan Abadesco if the District was showing very many delinquencies, and Ed Muzik stated a minor amount.

Director Stadum said he attended the ASBCSD meeting and commented on there being a large attendance. He stated a presentation on delinquencies was well done.

Managers' Reports:
Tony Culver commented on a delay with connections due to the issuance of permits by the Town; however, the contractors have appeared to have figured it out and have been working hard to get the connections back on track.

Ed Muzik stated the District recently laid off the Administrative Assistant at the Wastewater Reclamation Facility. He also commented on a delay in the interview process of the legal counsel firms due to the decision to defer the process until the new General Manager is on board and can be a part of the procedure.

DRAFT

MSC[1] – *Motion made, seconded, and carried.*

Ed then provided observation on the amount of baby Joshua trees and perhaps the Town should compose a video with the new growth to show that maybe the endangered species listing isn't merited.

FUTURE AGENDA ITEMS REQUESTED BY THE BOARD
None

CLOSED SESSION
Closed Session Pursuant to Government Code Section 54957 (b)
Public Employment Appointment - Discussion
Title: General Manager

Ed Muzik and the Board of Directors entered into closed session at 5:16 p.m. and returned at 5:26 p.m.

CLOSED SESSION REPORT
None

ADJOURNMENT – 5:28 p.m.

ATTESTED BY:

_____
General Manager-Ed Muzik
Secretary of the Board of Directors

APPROVED:

_____
Roger Mayes
President of the Board of Directors

DRAFT

MSC[1] – *Motion made, seconded, and carried.*

Agenda Item No: 4.A

Board of Directors Staff Report

Meeting Date: February 17, 2021
Submitted by: Jonathan Abadesco
Presented by: Ed Muzik, General Manager
Agenda Section:

Subject:
CONSIDER ENTERING INTO GENERAL MANAGER EMPLOYMENT AGREEMENT WITH PAUL G. PESCHEL

Recommendation:
That the Board of Directors:
Approve entering into an Employment Agreement with Paul G. Peschel to render services as the General Manager of the Hi-Desert Water District.

Fiscal Impact:
The fiscal impact would be in regard to the compensation, benefits and expense components of the Employment Agreement as described herein.

Background:
The Board of Directors engaged in the recruitment for a new General Manager due to the impending retirement of the current General Manager. The Board then engaged in interviews and made an offer of employment to Paul G. Peschel, subject to reaching an agreement of employment. The enclosed Employment Agreement has been presented to Mr. Peschel and he has agreed to its terms. Therefore, it is recommended that the Board consider approving the Employment Agreement in order to hire Mr. Peschel as the General Manager.

If the Board elects to enter into the enclosed Employment Agreement, then pursuant to requirements of Government Code Section 54953(c)(3), prior to taking action, the following report must be made by stating publicly the following: (1) the Employment Agreement would become effective April 5, 2021; (2) the term would continue until June 30, 2023, unless sooner terminated or extended by the parties as set forth in the Agreement; (3) compensation would be at the rate of $220,000 annually; (4) Mr. Peschel would be entitled to paid time off and an automobile allowance, as well as benefits available to other management level employees under applicable District policies.

Attachments:
HDWD GM Contract.pdf

HI-DESERT WATER DISTRICT EMPLOYMENT AGREEMENT

This Employment Agreement is effective as of April 5, 2021 ("Effective Date") between the Hi-Desert Water District (hereinafter "District"), acting by and through its Board of Directors ("Board"), and Paul G. Peschel (hereinafter "Employee"). District and Employee are sometimes individually referred to herein as a "Party" and collectively referred to herein as "Parties."

RECITALS

WHEREAS, Board and Employee desire to create an agreement for Employee's employment with the District according to the terms of this Agreement.

AGREEMENT

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **TERM.** District hereby employs Employee to render services to District in the position and with the duties and responsibilities described in Section 2 for a term commencing on the date of this Agreement and continuing for a period through June 30, 2023. Thereafter, the term of this Agreement shall be extended for successive two (2) year periods unless either party shall have notified the other, in writing, at least ninety (90) days prior to the expiration of the initial term, or any two-year extension that it intends for the Agreement to expire on its own terms.

2. **POSITION AND RESPONSIBILITIES.**

   (a) Position. Employee accepts employment with District as General Manager. Employee serves at the will and pleasure of the Board with no right to any hearing, including any so-called *Skelly* rights, other than the rights expressly provided in this Agreement.

   (b) Accountability. Employee shall provide service at the direction of, and under the supervision of the District's Board. Employee shall report directly to Board and will, on occasion and the request of the Board, give a report of his activities and duties to the Board on as as-needed basis as determined by the Board.

   (c) Duties. The Employee shall be the General Manager of the District and is hereby designated as the person who shall have charge of, handle and have access to the property of the District. The Employee shall be responsible to the Board for the proper administration of all affairs of the District. The Employee shall have, pursuant to California Water Code Section 30580 and District Code Section 3.15.010, "Management Rights", full charge and control of the maintenance, operation and construction of the water and wastewater system of the District. To that end, the Employee shall have the power and be required to:

      (i) In accordance with applicable law, memoranda of understanding and individual employment agreements, appoint and, when necessary for the good of the District, discipline, suspend or remove any employee of the District. The

Employee may also authorize the head of a department to appoint, discipline, suspend or remove subordinates in such department;

(ii) Shall, as the General Manager, have the authority and power to hire, oversee and discharge all individuals or entities operating in a consultant capacity for the District, except the General Manager agrees to notify the Board, in writing, prior to terminating any individual or entity providing consulting services for the District;

(iii) Prepare the budget annually and submit it to the Board together with a description of its important features, and be responsible for its administration after adoption;

(iv) Keep the Board advised as to the current financial condition and future needs of the District and make such recommendations as the Employee may deem necessary or desirable;

(v) Review with the Board job descriptions for each position in the District and recommend to the Board a standard pay range for each position, including minimum and maximum pay rates; select specific pay rate and step for employees when hired and for promotions;

(vi) Recommend to the Board the adoption of such measures as the Employee may deem necessary of expedient for the improvement of water and wastewater services;

(vii) Consolidate or combine positions, departments, or units of the District, after consultation with the Board;

(viii) Attend all meetings of the Board and District Committees unless excused there from;

(ix) Implement the purchasing policies as adopted by the Board for the purchase of all materials, supplies and equipment for which funds are provided in the budget, execute contracts necessary for the operation or maintenance of District services for amounts up to such maximums as may be determined by the Board, and receive bids for purchases or contracts in excess of such maximum and present them to the Board for approval. However, no purchase shall be made, contract executed, or obligation incurred for any item or service which exceeds Fifty Thousand Dollars ($50,000) without approval by the Board. No public works contract for construction shall be executed, except by the authority of the Board;

(x) Negotiate, after consultation with the Board, all contracts involving the District as a party;

(xi) Ensure that the provisions of all rules, resolutions and ordinances of the District are duly carried out and enforced; and

(xii) Investigate the operations of the District or any department of the District. Investigate all complaints in relation to matters concerning the administration of the District, and ensure that all franchises, permits, and privileges are granted by and to the District are faithfully observed.

(d) Other Activity. Employee agrees to devote his full time and attention to the discharge of Employee's duties as General Manager, except that this provision shall be construed so as to permit Employee to participate in community service activities and other professional activities which, in the opinion of the Board, do not constitute a conflict of interest and do not unreasonably interfere with the performance of the Employee's duties as General Manager, District operations or the District's reputation in the community.

3. COMPENSATION AND BENEFITS.

(a) Compensation.

(i) Base Annual Salary. In consideration of the services to rendered under this Agreement, District shall pay Employee, as his base annual salary, Two Hundred Twenty Thousand Dollars ($220,000.00). This amount shall be subject to withholdings as required by law and paid pursuant to the procedures regularly established, and as they may be amended, by District in its sole discretion.

(ii) Evaluations. Prior to July 1st of each year starting July 1, 2022, the Board shall provide Employee with an annual written evaluation. This evaluation shall detail the Employee's accomplishments and highlight areas for improvement. The failure to conduct said evaluation by July 1st shall not constitute a waiver of the Board's rights under this Agreement.

(iii) Annual Written Goals and Policy Objectives. Prior to July 1st of each year, the Board and Employee shall mutually agree upon a written summary of the goals and policy objectives the Employee is to accomplish in the following calendar year. This written summary shall prioritize the goals and policy objectives to be accomplished by the General Manager and shall further state that such goals and policy objectives be completed within the year, unless otherwise stated by the Board.

(iv) Merit Increase. Prior to July 1st of each year, and after the Employee evaluation for the preceding calendar year has been completed, the Board, at their sole discretion, may award Employee with an annual merit increase.

(v) Cost of Living Adjustment. On July 1, 2021, and each July 1st thereafter, the parties agree that Employee shall receive an adjustment of Employee's annual base salary to account for increased cost of living. This Adjustment shall be equal to the increase in the Consumer Price Index of the Riverside-San Bernardino-Ontario Area, as last published by the United States Department of Labor, U.S. Bureau of Labor Statistics.

(b) Benefits. Employee shall be provided the same type of benefits afforded by the District to the other management level employees, that now exist or to which Employee is hereafter entitled including, but not limited to the following, in accordance with the District's Personnel Policy: PERS retirement, life insurance equal to base salary, holidays, paid time off, administrative days, and occasional use of District vehicles for District business. No statement concerning benefits or compensation to which Employee is entitled shall alter in any way the term of this Agreement, and renewal thereof, or its termination.

(c) Automobile Allowance. Employee will furnish, maintain, and insure his own automobile while conducting District business at his sole cost and expense. As compensation toward partial business use of his personal automobile, the District will provide the Employee with a vehicle allowance in the amount of Nine Hundred Dollars ($900.00) a month during the term of this Agreement. The amount is not subject to an adjustment for an increase in the cost of living.

(d) Expenses. District shall reimburse Employee for reasonable and necessary travel, excluding the use of Employee's own vehicle for business purposes and other business expenses incurred by Employee in the performance of his duties, in accordance with District's policies, as they may be amended in District's sole discretion.

(e) Accrued Paid Time Off. The District shall provide Employee a starting paid time off (PTO) balance of eighty (80) hours (or two weeks) effective April 5, 2021. The District shall provide Employee two hundred fifty-six (256) hours of PTO annually (or 9.85 hours per pay period) commencing on April 5, 2021 for the next (5) years. The Employee's PTO will increase to the next tier, two hundred eighty-eight (288) hours annually (or 11.08 per pay period) after five (5) years per District Code Section 3.55.020, "Paid Time Off/leaves of absence" for exempt employees.

4. TERMINATION OF EMPLOYMENT.

(a) By District Not For Cause.

(i) During the initial two-year term of this Agreement or any two-year extension thereafter, District may terminate Employee without Cause. In the event the Employee is terminated without cause , Employee shall be entitled to the following severance in accordance with Government Code section 53260 et seq.: The District agrees to pay Employee a lump sum cash payment equal to six (6) months base salary, which would have been paid by the District for the Employee had he continued to be employed for another six (6) months (for instance, a $220,000 base salary would equal to $110,000 in lump sum cash payment); or the remainder of the term of this Agreement whichever is less.

(ii) Notwithstanding the other termination provision of this Agreement, the District agrees not to issue a six (6) month notice of termination without cause during the first sixty (60) days following the election of any new members of the Board of Directors.

(iii) District may discipline, demote, or dismiss Employee as provided in this Section 4 notwithstanding anything to the contrary contained in or arising from any statements, policies, or practices of District relating to the employment, discipline, or termination of its employees.

By District For Cause.

(i) Should the District terminate Employee for Cause, District shall pay Employee all compensation then due and owing. Employee, however, shall receive no severance pay; thereafter, all of District's obligations under this Agreement shall cease. Termination shall be for Cause if the Employee is convicted of a felony or crime involving moral turpitude as defined by relevant case law, substantially related to the functions and duties of the General Manager or the intentional violation of a specific direction or order of a majority of the Board. The District must be acting in good faith when it makes a finding of termination for Cause.

(ii) Further, termination due to death or physical or mental incapacity shall not be considered for Cause. In the event of termination due to Employee's physical or mental incapacity, the District shall pay the Employee severance pay in accordance with Section 4(a); thereafter, all of District's obligations under this Agreement shall cease. In the event of the Employee's death, the District shall pay the Employee's salary to the Employee's designee of administrator of his estate for the remainder of the term of this Agreement but in no event longer than twelve (12) months; thereafter, all of District's obligations under this Agreement shall cease.

(iii) Notice of the proposed discharge by the District shall be given in writing to the Employee along with a detailed statement of charges and copies of the materials upon which the proposed action is based. The Employee shall be entitled to a hearing before the District's Board within two (2) weeks of receipt of written notice of the proposed discharge. Reasonable time shall be permitted for the Employee to prepare for the hearing. Such hearing shall be conducted in closed session, unless specifically prohibited by state law or a public hearing is requested by the Employee. Any decision by the District shall be in writing and shall be served upon the Employee.

(b) By Employee. At any time, Employee may terminate this Agreement and resign his employment by providing District thirty (30) days advance written notice. District shall have the option, in its complete discretion, to terminate Employee at any time prior to the end of such notice period, provided District pays Employee all compensation and benefits due and owing through the last day actually worked, plus an amount equal to the base salary, benefits, and accrued benefit balances, Employee would have earned through the balance of the above notice period or the unexpired term of this Agreement, whichever is less; thereafter all of District's obligations under this Agreement shall cease.

(c) Termination Obligations.

(i) Employee agrees that all property, including without limitation, all equipment, tangible proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data), and copies thereof, created on any medium and furnished to, obtained by, or prepared by Employee in the course of or incident to his employment, belongs to District and shall be returned promptly to District upon termination of the Period of Employment.

(ii) All benefits to which Employee is otherwise entitled shall cease upon Employee's termination, unless explicitly continued either under this Agreement or under any specific written policy or benefit plan of District.

(iii) The representations and warranties contained in this Agreement and Employee's obligations under this Section 4(d) on Termination Obligations shall survive the termination of the Period of Employment and the expiration of this Agreement.

(iv) Following any termination of the Period of Employment, Employee shall fully cooperate with District in all matters relating to the winding up of pending work on behalf of District and the orderly transfer of work to other employees of District. Employee shall also cooperate in the defense of any action brought by any third party against District that relates in any way to Employee's acts or omissions while employed by District.

5. NOTICES. Any notice or other communication under this Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to District or to Employee at the corresponding address or fax number below. Employee shall be obligated to notify District in writing of any change in his address. Notice of change of address shall be effective only when done in accordance with this Section.

District's Notice Address:
Hi-Desert Water District
55439 29 Palms Highway
Yucca Valley, CA 92284

Employee's Notice Address:
Paul G. Peschel
6147 E. Harvard Avenue
Fresno, CA 93727

6. **ACTION BY DISTRICT.** All actions required or permitted to be taken under this Agreement by District, including, without limitation, exercise of discretion, consents, waivers, and amendments to this Agreement, shall be made and authorized only by the Board or by its representative specifically authorized in writing to fulfill these obligations under this Agreement.

7. **INTEGRATION.** This Agreement is intended to be the final, complete, and exclusive statement of the terms of Employee's employment by District. This Agreement supersedes all other prior and contemporaneous agreements and statement, whether written or oral, express or implied, pertaining in any manner to the employment of Employee, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of District, now or in the future, apply to Employee and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

8. **AMENDMENTS; WAIVERS.** This Agreement may not be amended except by an instrument in writing, signed by each of the parties. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

9. **SEVERABILITY.** If any provision of this Agreement, or its application to any person, place, or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced to the greatest extent permitted by law, and the remainder of this Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.

10. **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 from the other Party reasonable attorneys' fees and costs incurred therewith in an amount fixed by a court of competent jurisdiction.

11. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the law of the State of California. The Parties agree that venue for any dispute is appropriate in the Superior Court of San Bernardino County, California.

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

The parties have duly executed this Agreement as of the date first written above.

Paul G. Peschel

Hi-Desert Water District

By: _____
Roger Mayes
President

Agenda Item No: 4.B

Board of Directors Staff Report

Meeting Date: February 17, 2021
Submitted by: Jonathan Abadesco
Presented by: Jonathan Abadesco, Assistant General Manager - Administration
Agenda Section:

Subject:
RESOLUTION NO. 21-01, ADOPTING REVISIONS TO THE DISTRICT'S EMPLOYEE HANDBOOK

Recommendation:
Staff is recommending that the Board of Directors adopt Resolution No. 21-01 to adopt the revisions to the District's Employee Handbook per District Code Section 3.40.040, "Hours of Work" and 3.65.130, "Outside Employment".

Fiscal Impact:
N/A

Background:
Below are the summary of changes to the employee handbook:

District Code Section 3.40.040 - Hours of work
A revision to the existing District Code Section 3.40.040 will be more consistent with District business as it relates to customer service.

District Code Section 3.65.130 - Outside Employment
A revision to the existing District Code Section 3.65.130 was developed to properly document the outside employment and to ensure that the appropriate District Supervisory staff is informed and has approved the Application if there is no conflict of interest.

Attachments:
1. Resolution 21-01;
2. Exhibit A - Section 3.40.040, "Hours of Work";
3. Exhibit B - Section 3.65.130, "Outside Employment"; and
4. Sample Outside Employment Application

Attachments:
Resolution 21-01 Adopting Revisions to Sections 3.40.040 and 3.65.130.docx

Exhibit A - Section 3.40.040.pdf

Exhibit B - Section 3.65.130.pdf

Sample Outside Employment Application.pdf

Resolution No. 21-01

A Resolution of the Board of Directors of the Hi-Desert Water District,
San Bernardino County, California,
Adopting Revisions to the District's Employee Handbook per District Code Section 3.40.040, "Hours of Work" and 3.65.130, "Outside Employment"

WHEREAS, the Board of Directors of the Hi-Desert Water District (District) adopted the following resolutions within the District Code:

"Resolution 19-13 updating Section 3.40 "Hours of Work", and Resolution 10-13 updating the Handbook for Employees and Directors;

WHEREAS, a review of the District's employee handbook is conducted from time to time to ensure it align with the needs of the District;

WHEREAS, staff has completed a review of the District's employee handbook in Section 3.40.040 "Hours of work", and Section 3.65.130 "Outside employment"; and

NOW, THEREFORE BE IT FINALLY RESOLVED by the Board of Directors of the Hi-Desert Water District that this Resolution shall rescind 19-13, 10-13, and supersede all other previous District resolutions and ordinances that may conflict with, or be contrary to, this Resolution.

APPROVED AND ADOPTED this 17th day of February, 2021 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Roger Mayes,
President of the Board of Directors

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Hi-Desert Water District held on February 17, 2021.

Attest:

_____

Ed Muzik, General Manager
Secretary of the Board of Directors

3.40.040 Hours of work.

Employees will be in attendance at their assigned work areas in accordance with the rules regarding hours of work, holidays, and leaves. The district office will be open for its customers from 7:30 a.m. to 5:00 p.m. on all days of the year except Fridays, Saturdays, Sundays, and district holidays. Employees will be off every Friday.

The regular work hours for most full-time staff employees will be 7:00 a.m. to 5:30 p.m. (one-half-hour lunch), Monday through Thursday. The general manager may direct an employee to work a different schedule (i.e., Tuesday through Friday) when it is in the best interest of the district.

The regular work hours for wastewater treatment plant and collection system employees will be 7:00 a.m. to 3:30 p.m. (one-half-hour for lunch) Monday through Friday. The general manager may direct wastewater treatment plant and/or collection system employees to work a different schedule (i.e., four 10-hour days Monday through Thursday or Tuesday through Friday) when it is in the best interest of the district.

All regular full-time employees will be required to work a minimum of 40 hours a week. Employees will be provided a 15-minute rest break mid-morning and a 15-minute rest break mid-afternoon. The breaks will be structured so that district business and service to the public are not disrupted and may not be taken within the first two (2) hours (before 9:00 a.m.) or last two (2) hours (after 3:30 p.m.) of the employee's work day. This break time cannot be accumulated. [Res. 19-13 § 2 (Att. A); Res. 15-05 Att. A; Res. 12-18 Att. A; Res. 11-21; Res. 11-03 Att. A § 2; Res. 10-13 Art. 7 § D].

3.65.130 Outside employment.

Employees are permitted to engage in outside employment subject to the following restrictions:

- Any outside employment is secondary to the Hi-Desert Water District (HDWD) employment and shall not interfere with proper performance of HDWD employment. Employees are to report to work on time and ready to work. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. If outside employment causes or contributes to job related problems at the HDWD, the employee will be asked to discontinue outside employment and may be subject to disciplinary action, up to and including termination.
- Employees shall not be permitted to use HDWD Paid Time Off (PTO) to perform work for another employer.
- Employees shall not accept pay or other compensation from anyone for work done during time for which he or she is reimbursed by the HDWD.
- Employees are prohibited from working for any Contractor or Company that has a Contract with the HDWD, during the period of contracted services for the HDWD.
- Employees shall not solicit or conduct outside employment during work time or that requires the use of HDWD equipment, facilities, confidential information or materials.

Prior to an employee accepting ~~off hours~~outside employment, approval from the General Manager must first be sought ~~from the individual's supervisor~~, and the HDWD employee ~~should~~ must ensure that a conflict of interest would not develop from the outside employment. ~~A statement to that effect will be signed by the supervisor and the employee and placed in the employee's personnel file. Prior approval will not be cause for abusing hours or failing to perform assigned district duties.~~ A conflict of interest in outside employment, business interests, or personal transactions will not be permitted and may be grounds for disciplinary action, up to and including ~~dismissal~~termination.

An Outside Employment Form must be completed and signed by the HDWD employee, signed by his or her Supervisor, and final approval given by the General Manager. The Outside Employment Form must be completed on an annual basis and placed in the employee's personnel file. [Res. 10-13 Art. 12 § M].

HI-DESERT WATER DISTRICT
APPLICATION FOR OUTSIDE EMPLOYMENT

Name of Employee Submitting Application: _____

Title: _____ Department: _____

Name of Employer or Entity for which Outside Employment, Work or Business Activity will be conducted:

_____

Address: _____

Phone Number: _____

Name of Immediate Supervisor: _____

Detailed duties of Outside Employment, Work or Business Activity:

_____

_____

_____

Hours to be Worked: (List each day of the week and the exact hours to be worked.)

Hours	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
From:							
To:							

I have read and will comply with the attached Outside Employment District Code 3.65.130.

Employee Signature _____ Date _____

Supervisor Signature _____ Date _____

Human Resources _____ Date _____

General Manager Signature _____ Date _____

Attachment: Outside Employment District Code Section 3.65.130

cc: Employee
Supervisor
Personnel File

Agenda Item No: 5.A

Board of Directors Staff Report

Meeting Date: February 17, 2021
Submitted by: Doug Culbert
Presented by: Doug Culbert, Chief Plant Operator
Agenda Section:

Subject:
WATER RECLAMATION FACILITY UPDATE

Recommendation:
Staff to provide an update. No action required. For Information only.

Fiscal Impact:
None

Background:
WASTEWATER RELCLAMATION FACILITY
We are currently in Stage 7 and there have been 2,048 connections to the system. This includes 1,674 single-family home connections; 216 multi-family home connections; 150 commercial connections; and 8 mobile home park connections. This equates to a total of 2,924 dwelling units.

Flows into the plant average 339,000 gallons per day. This equates to 166 gallons per connection and 116 gallons per dwelling unit. During the month of January, 31.9 acre-feet of finished effluent was discharged to the aquifer.

A revised Monitoring and Reporting Program (MRP) was received from the Regional Board. The original MRP was written in 2015 to reflect Title 22 monitoring requirements consistent with a discharger that is classified as a Groundwater Reuse and Replenishing Project (GRRP) since this was the long-term plan for the District. With the assistance from Carollo and the USGS, after we showed the modeling that our discharge would not have any effect on the domestic water supply down gradient from the facility during Phase 1, it was acknowledged by the Division of Drinking Water (DDW) back in April of 2020 that we are not a GRRP during Phase 1 of our project. The sampling we were required to do cost the District $65,000 annually. To try and lower these costs we petitioned the Regional Board to reduce our Title 22 sampling that was tied to the GRRP designation and they granted our request. The DDW still recommended to the Regional Board that certain Title 22 parameters be added for sampling and monitoring due to our future use as a GRRP. Overall, the revisions included reduction in the sample frequency of a few of the parameters that we monitor but included additions and increased frequency on some parameters also. None of our Effluent limits were changed. The net result is a reduction in our lab costs of approximately $30,000 per year. There are provisions in the revised plan that allow the District to petition the Regional Board to reduce the frequency of the sampling that was increased after satisfactory results are received for 24 months.

Our plant classification is registered as a 1B discharger, which is the second highest threat level to the environment and to water quality. The permit fees assessed annually are $94,000. When we inquired about this

after receiving our first invoice, we were advised that this was the typical rating for GRRP dischargers. Now that we received the official acknowledgment that we are not a GRRP at this time, I drafted a letter to the Regional Board addressing the 1B status and provided sample data and results showing the high level of treatment we provide with minimal impact on the groundwater that warrants a second look at this classification. Based on the definitions of classifications found on the Waterboard's website we understand that we should be classified as a 3B discharger which has a permit fee of just $6,400, which is more in line with the other similar dischargers that I have managed. We got acknowledgment from the Regional Board that they received our request and that they are reviewing it at this time.

The Ultraviolet Spotcheck bioassay protocol, written by Kennedy Jenks, was sent to the DDW for approval and they responded with a few comments and requests for modification in the protocol. A meeting was scheduled by the DDW for February 10th to go over the protocol with all the team members before the final protocol is approved.

BIOSOLIDS
93 dry metric tons (DMT) of biosolids were processed and disposed of by a commercial hauler in the month of January.

COLLECTIONS
In addition to routinely keeping the low-flow collection areas moving the collections, crew spent time during the month breaking up the solid mats at two of the lift stations. The mats are an accumulation of solids, grease and paper products that get flushed into the system. Biologically, they will eventually break down and get pumped to the plant, but they do interfere with the mechanics of the pumping by not allowing the floats, which control the pumps, to function properly. This causes the pumps to either run too long or not at all depending on the volume of solids in the basin.

FATS, OILS & GREASE(FOG) PROGRAM
We received 3 applications for waste discharge from commercial businesses since the last report for a total of 187. None of the new applicants required a permit, so the total remains at 40 businesses requiring a FOG permit. No new permits were issued, and the total remains at 27. No inspections were performed since the last report.

Attachments: