

**A REGULAR MEETING OF THE BOARD OF DIRECTORS  
OF THE TWENTYNINE PALMS WATER DISTRICT  
72401 HATCH ROAD, TWENTYNINE PALMS, CA 92277**

**FEBRUARY 28, 2018 / 6:00 P.M.**

**AGENDA**

This meeting may be viewed on the District's website at [www.29palmswater.net](http://www.29palmswater.net)

Next Resolution #18-04  
Next Ordinance #98

Call to Order and Roll Call

Pledge of Allegiance

Additions/Deletions to the Agenda

Public Comments

Please complete a "Request to be Heard" form prior to the start of the meeting. The public may address the Board for 3 minutes on District-related matters. Government Code prohibits the Board from taking action on matters that are not on the agenda. However, the Board may refer matters for future consideration.

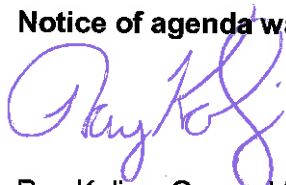
1. Presentation by Kennedy Jenks on the Fluoride Removal Treatment Plant Treated Water Reservoir Seismic Evaluation
2. Discussion of Energy Feasibility Study Presentation by Climatec and Possible Action to Move Forward with Conceptual Project Development
3. Consideration of Resolution 18-01 Adopting Annual Statement of Investment Policy
4. Consideration of Resolution 18-02 Approving an Amended and Updated Employee Manual
5. Consideration of Resolution 18-03 Declaring Certain Water District Property as Surplus and Authorizing Disposal of Same
6. Approve Director Leazer to Attend the Special District Leadership Academy Conference (April 15-18, 2018) and to Provide Daily Meeting Stipend
7. Discussion and Review of the District's Organizational Chart
8. Consent Calendar  
Matters under the Consent Calendar are to be considered routine and will be enacted in a single motion. There will be no separate discussion of these items unless the Board, staff or the public requests specific items be removed for separate discussion and action before the Board votes on the motion to adopt.

- Minutes of the Regular Meeting held on January 24, 2018
- Audit List

9. Items Removed from the Consent Calendar for Discussion or Separate Action
10. Management Reports
  - 10.1 Operations
  - 10.2 Finance
  - 10.3 General Manager
11. Future Agenda Items and Staff Tasks/Directors' Comments and Reports
12. Adjournment

The Board reserves the right to discuss only or take action on any item on the agenda.

**Notice of agenda was posted on or before 4:00 p.m., February 23, 2018.**



Ray Kolisz, General Manager

Upon request, this Agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Cindy Fowlkes at (760) 367-7546 at least 48 hours before the meeting, if possible.

Pursuant to Government Code Section 54957.5, any writing that: (1) is a public record; (2) relates to an agenda item for an open session of a regular meeting of the Board of Directors; and (3) is distributed less than 72 hours prior to that meeting, will be made available for public inspection at the time the writing is distributed to the Board of Directors. Any such writing will be available for public inspection at the District offices located at 72401 Hatch Road, Twentynine Palms, CA 92277. In addition, any such writing may also be posted on the District's website.

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**TWENTYNINE PALMS WATER DISTRICT**  
72401 HATCH ROAD, TWENTYNINE PALMS, CA 92277-2935  
760.367.7546 PHONE 760.367.6612 FAX

TO:	BOARD OF DIRECTORS
DATE:	FEBRUARY 22, 2018
FROM:	RAY KOLISZ, GENERAL MANAGER
SUBJECT:	DISCUSSION OF THE FLUORIDE REMOVAL PLANT TREATED WATER RESERVOIR AND REPORT FROM KENNEDY JENKS CONSULTANTS

**BACKGROUND AND DISCUSSION**

The Fluoride Removal Treatment Plant (Plant) was constructed in the year 2000 and was placed on-line in March of 2003. The water that is treated in the Plant flows into the treated water reservoir before it is pumped into the distribution system. The treated water reservoir is a 200,000 gallon concrete underground tank that has exterior and interior coatings applied to protect and prevent corrosion of the concrete. Prior to the Plant being placed on-line it was recommended by the engineer at the time to install steel cross bracing for seismic protection. The bracing material is comprised of welded steel with an epoxy coating applied and is vulnerable to corrosion due to the imperfections of the applied coating. Staff has recognized the increased corrosion of the steel bracing and contracted with Suez Advanced Solutions in 2017 to perform an inspection and cleaning of the reservoir. Suez's report outlines and identifies the corrosion of the steel bracing and the need for recoating of the steel bracing and coating applied to the interior concrete walls. This report prompted staff to consult with Kennedy Jenks Consultants to perform a seismic evaluation of the reservoir and to determine if the steel bracing is needed based on the construction of the reservoir. The possible elimination of the steel bracing would be a long term cost savings measure and eliminate the pathway of corrosion to the reinforcing steel bar that is contained in the concrete. The removing of the steel bracing and recoating of the treated water reservoir presents challenges as the project will force the Plant to be shut down an estimated 45 to 60 days.

Project estimation costs to remove bracing, perform concrete patching and re-coat reservoir is \$285,000.

**RECOMMENDATION**

No action needed at this time. This report is for informational purposes and will be used for budgeting strategies.



72401 Hatch Road • Twentynine Palms, CA • 92277

**FLUORIDE REMOVAL TREATMENT PLANT  
TREATED WATER RESERVOIR  
SEISMIC EVALUATION**

February 2018

**Kennedy/Jenks Consultants**

K/J Project No. 1772005.00

## Purpose of Study

Twentynine Palms Water District (District) constructed the Fluoride Removal Treatment Plant (Plant) between 1999 and 2001. The Treated Water Reservoir (Reservoir) with a 0.2 Million Gallons (MG) nominal capacity, constructed as part of the Plant, was designed by Rubel Engineering, Inc. Soon after construction, Rubel Engineering, Inc. recommended the Reservoir walls be seismically retrofitted to meet the then new 2001 California Building Code seismic design criteria. The seismic retrofits, installed in 2002, consisted of four bays of steel cross braces to brace exterior walls and several knee braces for the interior baffle walls (Figure 1).



**Figure 1: Internal Steel Braces**

A Condition Assessment Report (Report) prepared by Suez Advanced Solution dated February 16, 2017 noted heavy cracking and delamination of the steel braces with compromised substrate. The Report recommended Near-White blasting of the steel and new epoxy coating. It is possible that after blasting, structural inspection may indicate compromised structural integrity of the bracing, thereby requiring structural retrofits. In addition to the capital expenditure to retrofit and coat the steel braces, temporary tanks will need to be installed during construction. Therefore, the District would like to:

- Establish the need for additional seismic bracing
- Evaluate other options for seismic retrofit (instead of steel braces to reduce construction downtime and future maintenance of steel braces)

This report presents the seismic analysis performed and resulting recommendations.

## Reservoir Configuration

The 0.2 MG Reservoir is a rectangular concrete structure with internal dimensions of 96-feet x 21.33-feet with approximately 14-feet of operational water depth. Figure 2 shows the plan view and typical section of the Reservoir. The exterior walls are 1'-4" thick and the four (4) interior partial height baffle walls are 1'-0" thick. Figure 1 shows the internal steel braces that were installed to seismically retrofit the Reservoir.

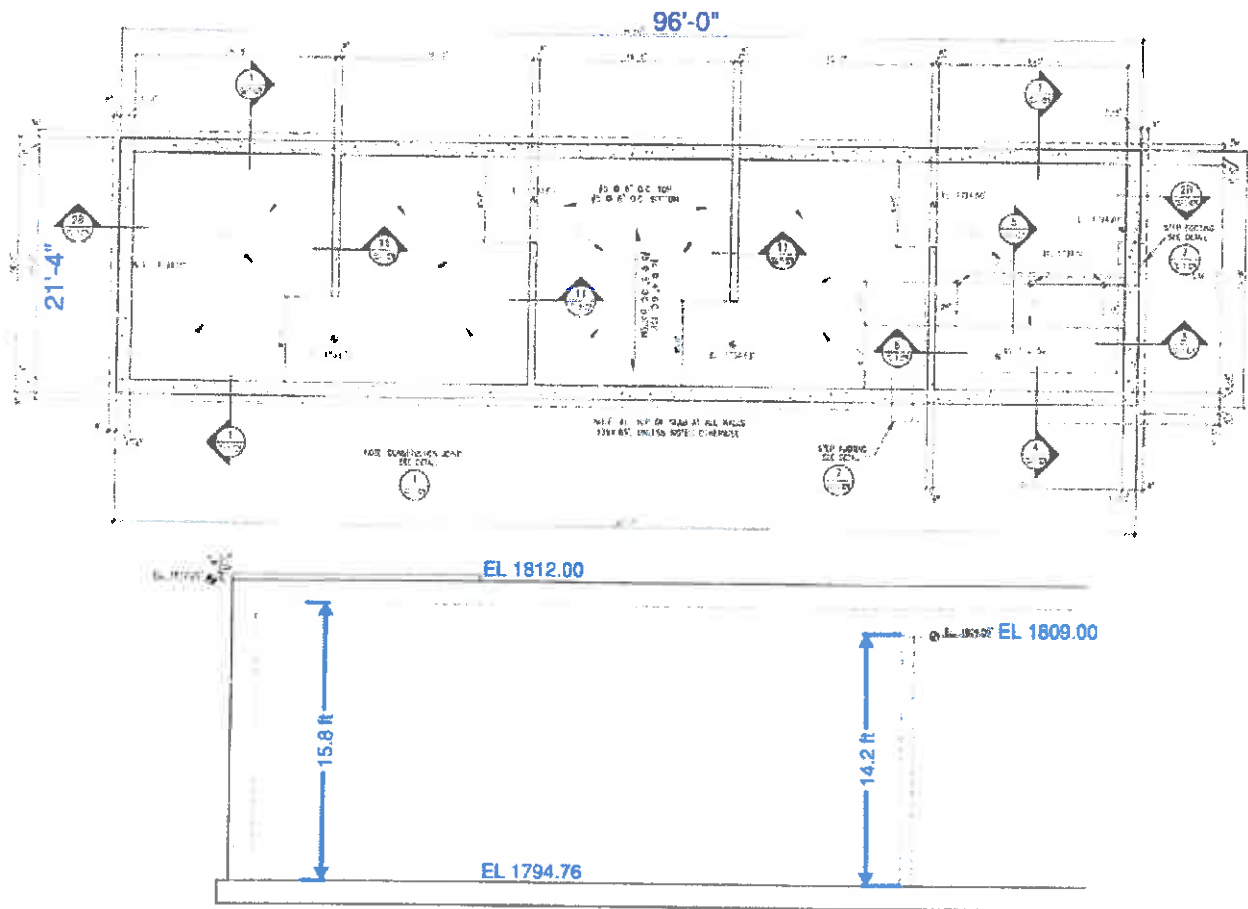
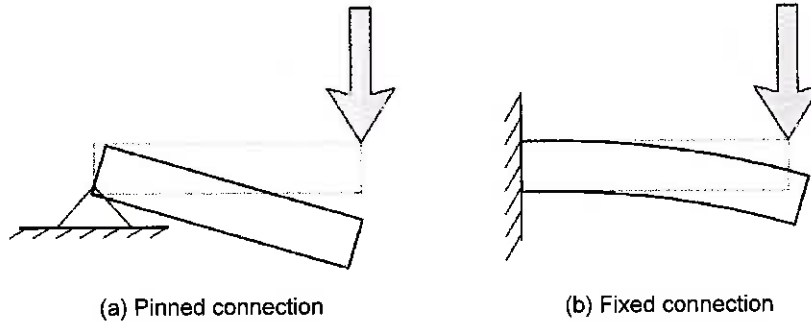


Figure 2: Reservoir Configuration

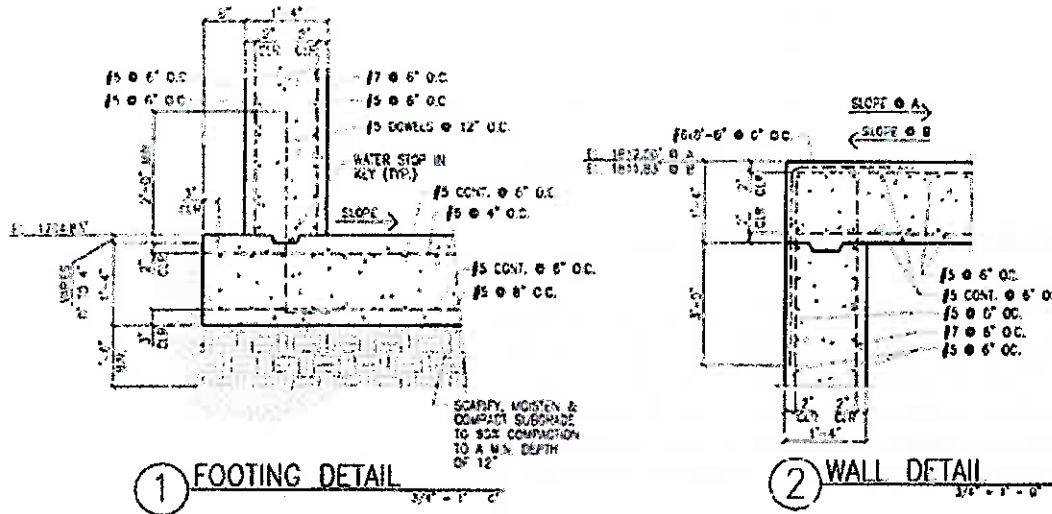
### Wall Boundary Condition

Wall connections at floor and roof can be modeled either as “fixed” or “pinned” joints. Pinned connection prohibits displacement of the joint, but allows the member to rotate freely at the connection. Pinned connections usually increase the flexural demand (moment) on the wall. A fixed connection is detailed in such a way that the wall rotation and displacement is prohibited at the joint. Limiting the rotation produces additional fixity in the member and lowers the flexural demand (moment) in the wall. Figure 3 depicts wall joint behavior for “pinned” and “fixed” connections.



**Figure 3: Pinned and Fixed Connections**

Figure 4 shows the details of the wall-to-floor and wall-to-roof connections from the available as-built drawings. For the purposes of this analysis, the two joints will be assumed to be “pinned,” permitting rotation of the member thereby increasing the flexural demand. In reality, because the joints contain dowels passing through the joint plane (single mat of dowels at floor and two mats of dowels at roof level), the joints will have some inherent fixity which will decrease the flexural demand on the wall. In addition, for this analysis, the wall is approximated as a beam spanning vertically between the wall and floor slab. In a rectangular structure, distribution of forces on walls happens vertically and horizontally (two-way action) and the distribution depends on the aspect ratio of the wall (height to length ratio).



**Figure 4: Reservoir Wall Joint Details**

For the purposes of this analysis, the wall is analyzed as a 1-foot wide beam spanning vertically between the floor slab and roof slab and simply supported at each end. Height of the Reservoir wall which is the same of the span of the beam is taken as the clear distance between the roof and the floor slab (15.8 feet, See Figure 2). The assumed boundary conditions for the wall (spanning vertically only with pinned joints) is anticipated to present slightly conservative results (by about 10%).



## Design Criteria

Table 1 summarizes the basis of design used for the seismic analysis.

**Table 1: Design Criteria**

DESIGN PARAMETER	VALUE	SOURCE
Design Basis	2010 ASCE 7, 2014 ACI 318, 2006 ACI 350.3	
<b>Reinforced Concrete Design</b>		
Concrete Compressive Strength	4,000 psi	Report of Field Inspection of Concrete
Rebar Yield Strength	60,000 psi	Assumed
<b>Fluid and Soil Loads [Top, Bottom]</b>		
Fluid Pressure	Static – [0, 886 psf] Dynamic – [279 psf, 600 psf]	See Calculations in Appendix A
Soil Pressure	Static – [0, 900 psf] Dynamic – [0, 550 psf]	See Calculations in Appendix A
<b>Seismic</b>		
$S_s$	1.799 g	USGS
$S_1$	0.678 g	USGS
Soil Profile	D	Assume per ASCE 7 Chapter 20
Soil Dynamic Loading	See Calculations in Appendix A	Geotechnical Investigation by Southland Geotechnical, Inc.

## Wall Loading and Load Combinations

Loading on the wall was developed for 1-foot unit width. These loads include:

1. Loads that act on the structure from the inside, pushing the wall outwards:
  - a. hydrostatic fluid pressure: water static pressure ( $H_w$ )
  - b. hydrodynamic fluid pressure: additional water pressure due to movement of liquid during an earthquake ( $E_{hydro}$ )
2. Loads that act on the structure from the outside, pushing the wall inwards:
  - a. static soil pressure ( $H_s$ )
  - b. dynamic soil pressure: additional pressure due to movement of soil during an earthquake event ( $E_{soil}$ )

Each of these loading scenarios is accompanied by various loading combinations prescribed in applicable building codes. Based on previous experience with design of similar structures, the Load Combinations listed in Table 2 below will result in maximum demand (moments and shears) on the Reservoir wall.

LOAD CASE	ACI 350 LOAD COMBINATION	DESCRIPTION
Load Case 1 (LC <sub>1</sub> )	1.4 H <sub>w</sub>	Reservoir full, with water at maximum operating level (it is assumed that the soil pressures on the outside do not counteract the internal pressures)
Load Case 2 (LC <sub>2</sub> )	1.2 H <sub>w</sub> + 1.0 E <sub>hydro</sub>	Reservoir full, with water at maximum operating level and experiences code specified design earthquake loads (it is assumed that the soil pressures on the outside do not counteract the internal pressures)
Load Case 3 (LC <sub>3</sub> )	1.6 H <sub>s</sub>	Reservoir empty
Load Case 4 (LC <sub>4</sub> )	1.6 H <sub>s</sub> + 1.0 E <sub>soil</sub>	Reservoir empty and experiences code specified design earthquake loads

### Analysis Limitations

Following are the assumptions made for performing a seismic analysis as well as limitations of the results and recommendations developed based on the analysis performed.

- As-built drawings and concrete specifications represent the actual constructed state of the Reservoir
- Record drawings include details at the bottom and top of the wall. It is assumed the vertical reinforcing does not change in the middle portion of the wall
- The steel braces have not caused any structural damage to the wall
- Combined tension and shear effects on corner reinforcement was not checked since corner reinforcing details is not included in the provided as-built drawings
- Localized taller wall at the sump was not analyzed
- Effects of openings in tank wall was not analyzed
- Maximum operating water level is assumed to be at the top of baffle wall (14.2 feet side water depth)
- Roof, wall footing, and floor slab design was not checked and is assumed to be adequate for the applied loads
- Structural integrity of reinforcement in structure has not been comprised due to corrosion

## Results

The material properties, calculated loads, and Reservoir wall dimensions were analyzed using RISA-3D, a structural analysis software, to determine the demand (moments and shears) on the walls for the design load cases. Table 2 summarizes the capacities and demands of the Reservoir walls.

**Table 2: Results of seismic analysis on Reservoir without any interior bracing**

	LOAD CASE LC1	LOAD CASE LC2	LOAD CASE LC3	LOAD CASE LC4
<b>SHEAR</b>				
Demand, $V_u$ (kips)	6.2	9.1	7.6	10.5
Capacity, $\phi V_n$ (kips)	15.5	15.5	15.5	15.5
Demand/Capacity	0.40	0.59	0.49	0.68
Status	Okay	Okay	Okay	Okay
<b>MOMENT</b>				
Demand, $S_d \times M_u$ (kip-ft)	20.2	28.3	26.1	31.9
Capacity, $\phi M_n$ (kip-ft)	37.0	37.0	68.7	68.7
Demand/Capacity	0.55	0.76	0.38	0.46
Status	Okay	Okay	Okay	Okay

## Recommendations

Analysis performed in this study excluded any additional seismic bracing for the walls. Based on the results summarized in Table 2, the Reservoir walls appear to be adequate to resist design earthquake loads without the additional bracing. Therefore, it is recommended to remove the interior steel cross-braces.

1. Remove interior steel bracing and dispose
2. Remove wall plates, burn back anchors and patch concrete surface
3. Replace interior concrete coating in accordance with the recommendations in the Suez Report

## **Appendix A: Structural Calculations**

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# Kennedy/Jenks Consultants

9665 Granite Ridge Drive, Suite 210 San Diego, California 92123

858-676-7000

## STRUCTURAL CALCUATIONS

Project Name	Twentynine Palms Water District
Structure	Treated Water Storage Reservoir at the Fluoride Removal Water Treatment Plant
Project Number	1772005.00
Project Address	72401 Hatch Road, Twentynine Palms, CA Zip Code: 92277, Lat: 34.163°N, Long't: 116.038°W
Date	February 2018

### Contents

Cover, Scope and Overview, Design Basis, Special Considerations, Drawing Reference	A1 – A2
Drawings, Specifications, and Geotechnical Report	B1 – B17
Loading	C1 – C5
Capacity Calculations	D1 – D9
RISA Analysis	E1 – E24

## Scope of Work and Overview

The scope of this work is to provide structural analysis calculations of an existing water reservoir. The tank currently has additional steel braces fixed to the inside. The purpose of this analysis is to determine the necessity of these members and if they can be removed.

## Design Basis

1. 2010 ASCE 7
2. 2014 ACI 318
3. 2006 ACI 350.3

## Special Considerations

### A. Items not considered:

1. Foundation analysis
2. Intermediate interior shear walls – by observation, these walls meet the full out of wall shear demand
3. Effects of openings in tank walls

### B. Items which need further exploration:

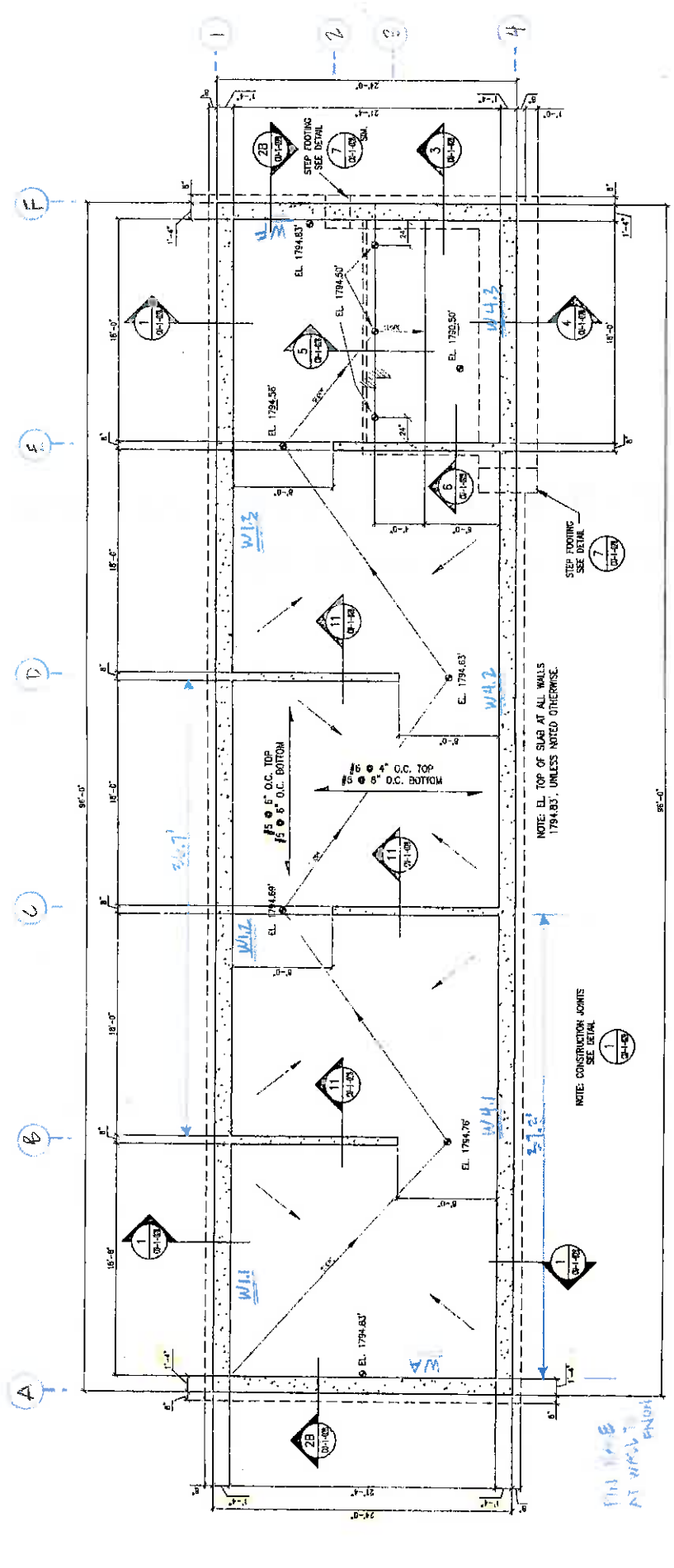
1. Deep wall on North side of tank
2. Combined tension and shear effects on corner reinforcement

## Drawing Reference

CU-1-020 (with markups by Aaron Taylor), CU-1-022, CU-1-028, and CU-1-029

## Section B - Drawings, Specifications, and Geotechnical Investigation

- NOTES:
1. FOR ROOF PLAN, SEE SHEET CU-1-021.
  2. FOR ELEVATION, SEE SHEET CU-1-022.
  3. FOR DETAILS, SEE SHEETS CU-1-023 & 024.



NOTE: EL. TOP OF SLAB AT ALL WALLS 1794.83, UNLESS NOTED OTHERWISE.

NOTE: CONSTRUCTION JOINTS SEE DETAIL (1) (2) (3)

2017 NOV-07 AT

W1.2 - WALL SEGMENT ALONG GRID A

FINISH AT W1.2

<b>Rubel Engineering, Inc.</b> CONSULTING ENGINEERS ARCHITECTS INTERIORS LANDSCAPE ARCHITECTS 1000 N. MILWAUKEE AVENUE, SUITE 200 MILWAUKEE, WISCONSIN 53233 TEL: 414.224.1100 FAX: 414.224.1101 WWW.RUBEL-ENGINEERING.COM	
PROJECT:	29 PALMS WATER DISTRICT TREATED WATER RESERVOIR FOUNDATION PLAN
DATE:	10/20/17
BY:	17/10/17
REV.	DRAWING NUMBER CU-1-020

TREATED WATER RESERVOIR FOUNDATION PLAN

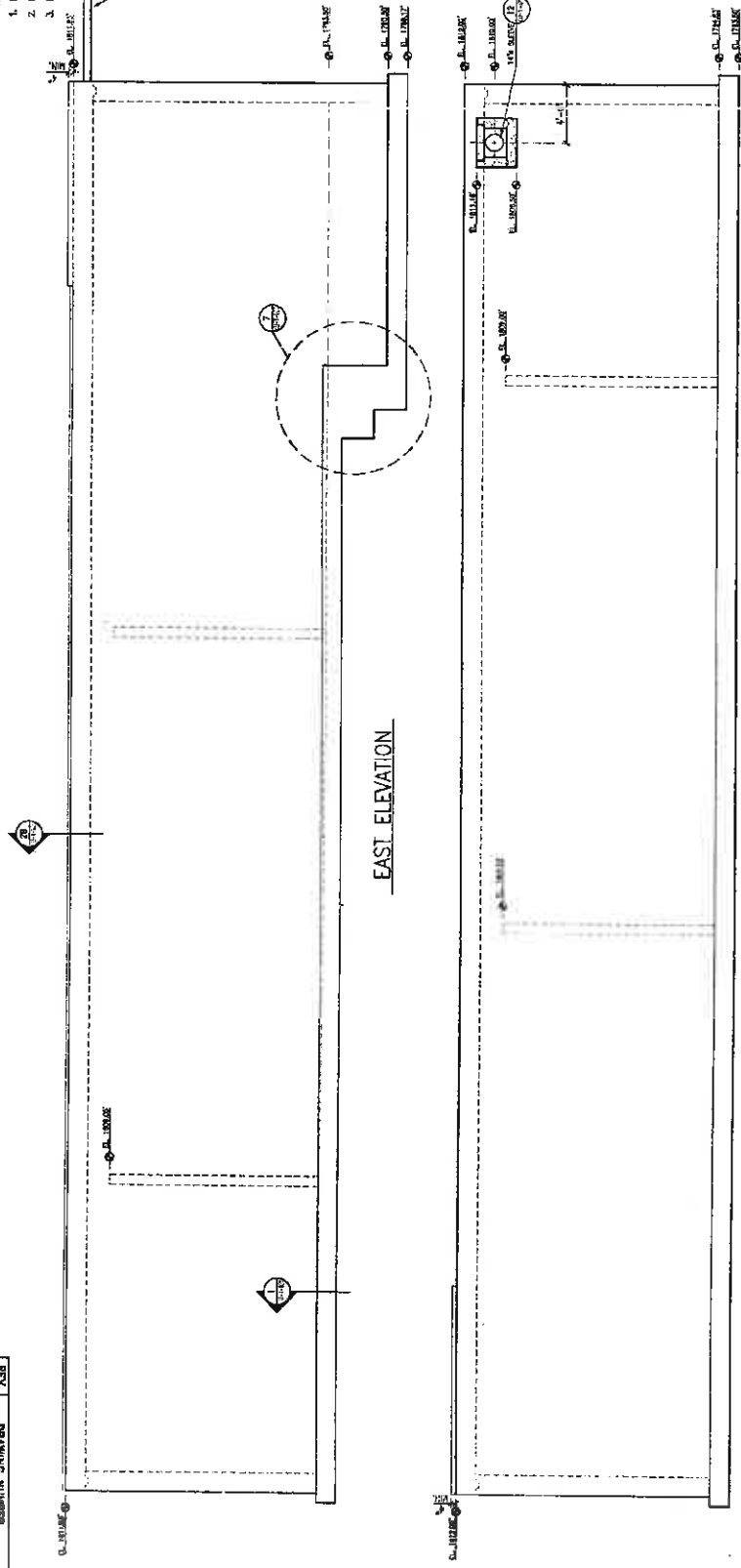


REV. 020-1-00  
 ERICSON SWINARD  
 DRAWING



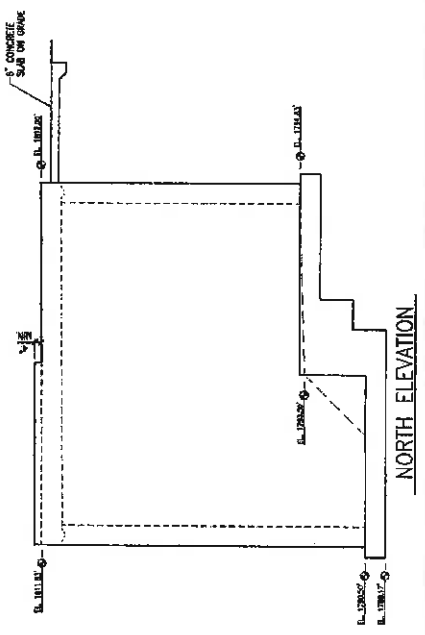
- NOTES:
1. FOR FOUNDATION PLAN, SEE SHEET CU-1-000.
  2. FOR ROOF PLAN, SEE SHEET CU-1-001.
  3. FOR DETAILS, SEE SHEETS CU-1-008 & 009.

5" CONCRETE  
SLAB ON GRADE

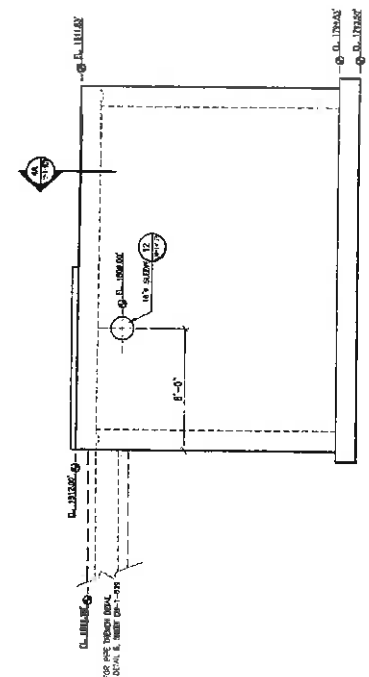


EAST ELEVATION

WEST ELEVATION



SOUTH ELEVATION

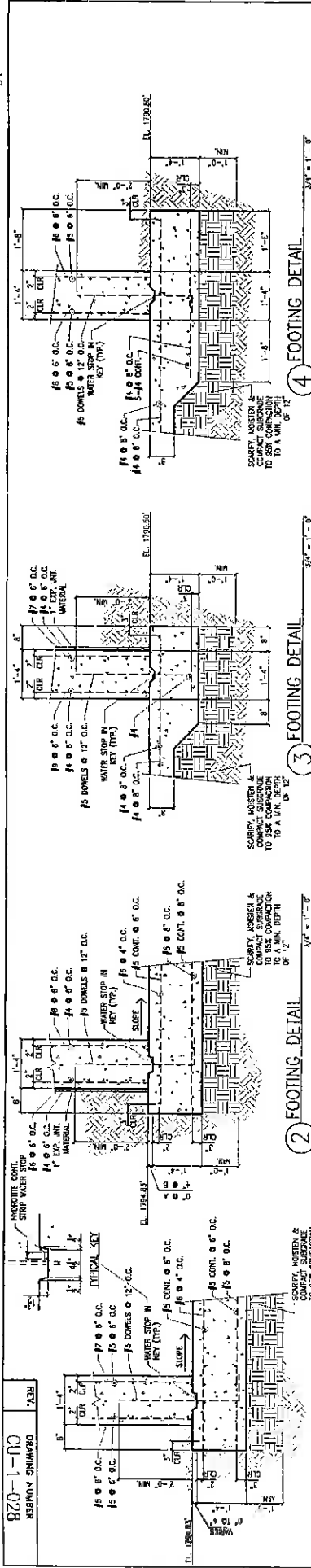


<p><b>Rubel Engineering, Inc.</b> CONSULTING ENGINEERS 1100 N. W. 10th St., Ft. Lauderdale, Florida 33304 TELEPHONE: (305) 463-1111 FAX: (305) 463-1112</p>	
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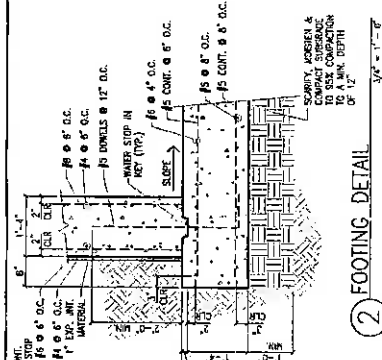
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870-1-028  
DRAWING NUMBER

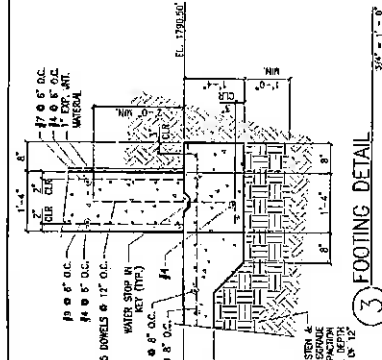
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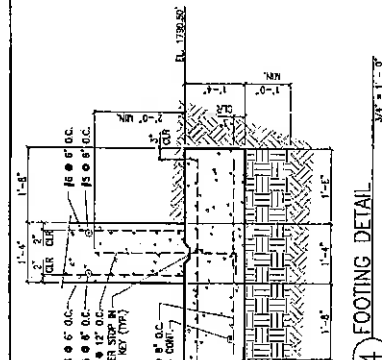
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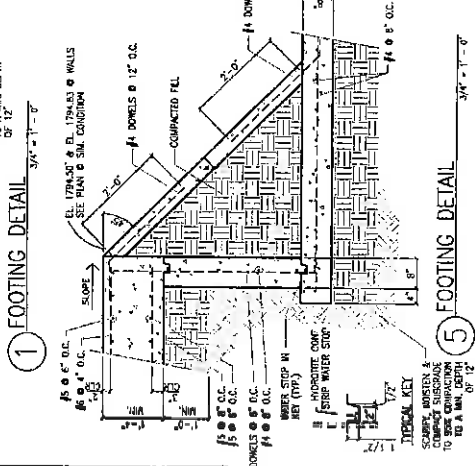
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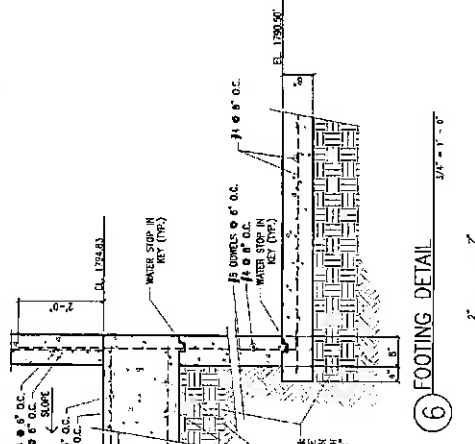
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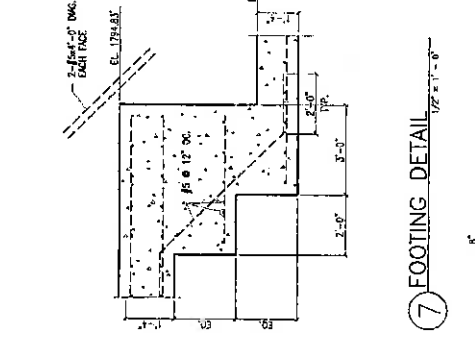
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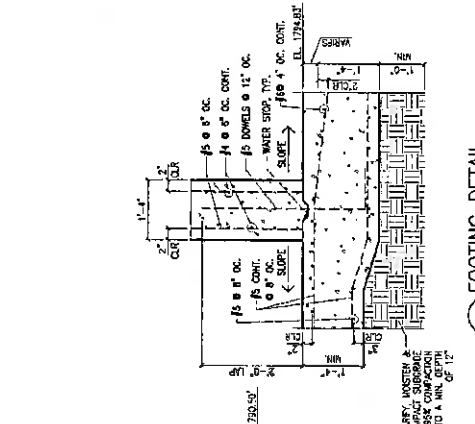
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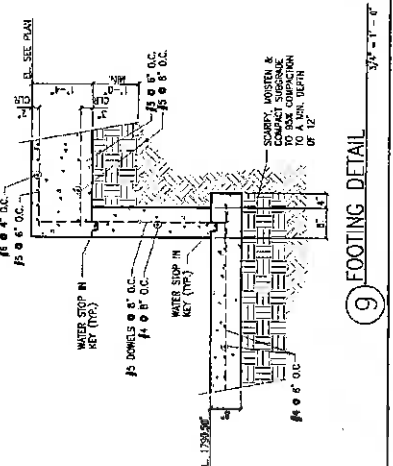
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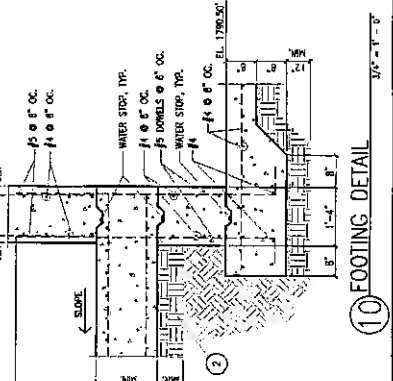
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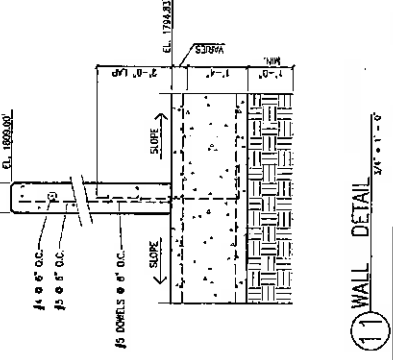
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9 FOOTING DETAIL 3/4" = 1'-0"



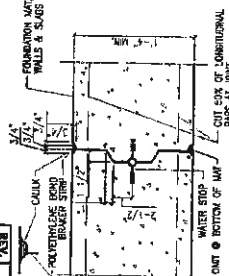
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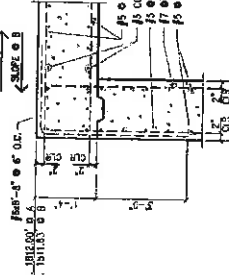
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DATE: 10/19/88	SCALE: AS SHOWN
BY: [Signature]	CHECKED: [Signature]
DESIGNED BY: [Signature]	APPROVED BY: [Signature]
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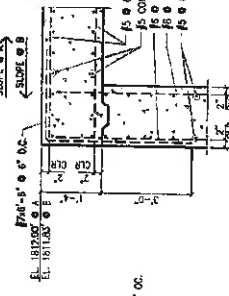
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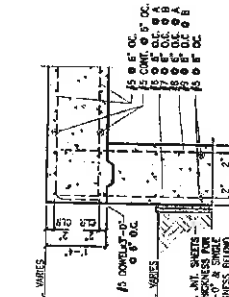
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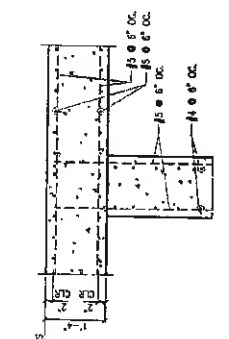
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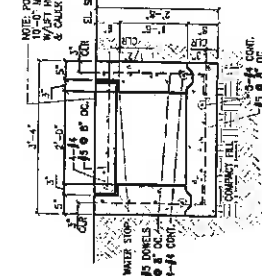
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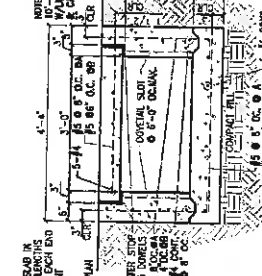
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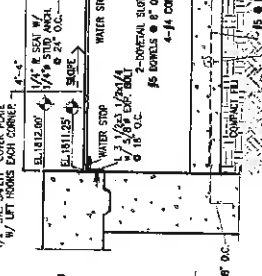
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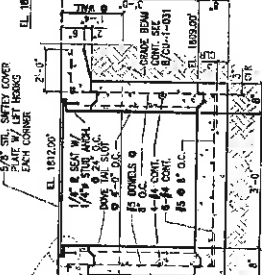
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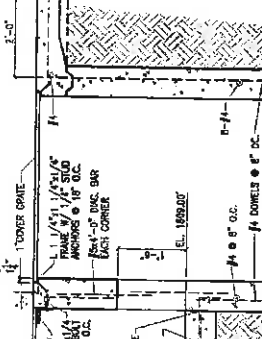
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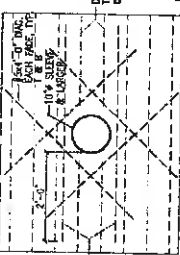
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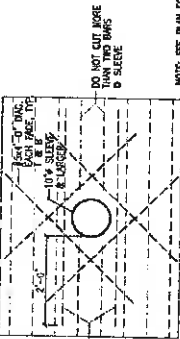
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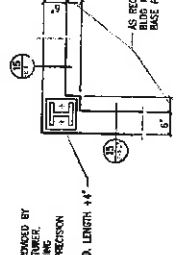
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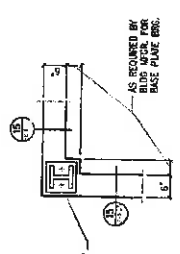
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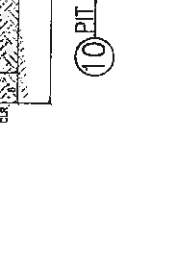
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13 SLAB DETAIL



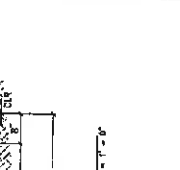
14 WALL DETAIL



15 CURB DETAIL



9 TRENCH DETAIL



10 PIT DETAIL

**Rubel Engineering, Inc.**  
CONSULTING ENGINEERS  
MEMBER OF THE ENGINEERING SOCIETY OF ARIZONA

PROJECT: 29 PALMS WATER DISTRICT  
RESERVOIR  
DETAILS

DATE: 10/1/79  
DRAWING NUMBER: CU-1-029  
REV.

**SECTION 03300****STRUCTURAL CONCRETE****PART 1 GENERAL****1.01 WORK INCLUDES**

- A. Provide all cast-in-place concrete, complete, in place, as indicated on the drawings specified herein, and needed for a complete and proper installation. General notes on structural drawings are part of this section.
- B. Concrete surfaces to receive linings shall be inspected by the lining applicator for acceptability. This contractor shall coordinate with the lining applicator prior to, during and after placement, curing and finishing of surfaces to receive linings; surfaces shall be approved in writing by the lining applicator prior to lining application. Any and all defects reported by the lining applicator shall be corrected in a workmanlike expeditious manner.

**1.02 RELATED WORK**

- A. Section 02200 - Earthwork
- B. Section 02370 - Grout Filled Fabric Mattresses
- C. Section 03100 - Concrete Formwork
- D. Section 03200 - Concrete Reinforcement
- E. Section 09980 - Linings for Concrete
- F. Division 15 - Mechanical
- G. Division 16 - Electrical

**1.03 STANDARDS**

- A. Comply with pertinent provisions of the standards specified in this section. In case of conflict between referenced standards, the more stringent requirements shall govern.

**1.04 INSTALLERS**

- A. In actual installation of the work of this section, use adequate number of skilled workmen to ensure installation in strict accordance with the approved design. In acceptance or rejection of work performed under this section, the Engineer will make no allowance for lack of skill on the part of workmen.

**1.05 SUBMITTALS**

- A. Submit proposed mix design for each class of concrete supplied and required based on strength specified. Any review of mix designs does not relieve Contractor of full compliance with specifications for the work.
- B. Proportion mixes by either laboratory trial batch or field experience methods, using materials to be employed on the work for each class of concrete required, and reporting to the Engineer.
  - 1. Complete identification of aggregate source of supply.
  - 2. Results of tests of aggregates for compliance with specified requirements.

3. Scale weight of each aggregate.
4. Absorbed water in each aggregate.
5. Brand, type chemistry, and physical test for each cement.
6. Brand, type, and amount of each admixture; (see "Admixtures").
7. Amounts of water used in trial mixes.
8. Proportions of each material per cubic yard.
9. Gross weight and yield per cubic yard of trial mixes.
10. Measured slump.
11. Measured air content.
12. Compressive strength developed at seven (7) days, and twenty-eight (28) days, from not less than three (3) test cylinders cast for each seven and twenty-eight day test, and for each design mix.

## **PART 2 PRODUCTS**

### **2.01 CEMENT**

- A. All Portland cement shall conform to ASTM C150, Type II (Standard Gray) and shall be obtained from one source.

### **2.02 AGGREGATES**

- A. All aggregates shall conform to ASTM C33 graded from fine to coarse as determined by design mix with largest size 1" in footings and walls and 3/4" in slabs.
- B. Fines shall be sand containing not more than one percent (1%) by weight of deleterious substances such as clay, shale, schist, alkali, mica, or other soft or flaky particles. All fines and coarse aggregates shall be obtained from respective single source for duration of the work.

### **2.03 WATER**

- A. Water used as an ingredient in concrete shall be clean, potable, and free of deleterious material.

### **2.04 MIXTURE: STRUCTURAL CONCRETE**

Concrete testing indicates a compressive strength of 4,000 psi, despite this specification. See pages B14-B15

- A. Structural concrete shall obtain minimum ultimate twenty-eight (28) day compressive strength of 3,000 psi.
- B. Total water content shall not exceed 5.5 gallons per 94-pound sack of cement.
- C. Cement content shall not be less than 5.5 bags of cement per cubic yard.
- D. Mixes shall be so designed that the strength of concrete samples made, cured, and tested in the laboratory shall be at least fifteen percent (15%) greater than the strengths required in the concrete placed in the structure.

### **2.05 ADMIXTURES**

- A. In general, admixtures of any type will not be permitted. However, certain admixtures for cement dispersion or air entrainment may be considered by the Engineer and must be requested by the General Contractor. If the Contractor should receive permission from the Engineer to use an

admixture, the admixture shall in no way reduce the quantity of cement per cubic yard as specified herein.

B. Reservoirs: Use a mid-range water reducer and  $6\% \pm 1$  air entrainment admixture

## 2.06 **READY-MIX**

A. Ready-mix shall comply with ASTM C94.

## 2.07 **SLUMP**

A. Slump shall be  $3" \pm 1"$  (as determined by ASTM C-143). No deviations will be allowed.

## 2.08 **MIXTURE: GROUT (Grout Filled Fabric Mattresses)**

1. Cement content shall not be less than 9 bags of cement per cubic yard.
2. Total water content shall not exceed 550 %/cy.
3. Sand shall not exceed 2120 %/cy.
4. Air content 5 to 6%.
5. Fine aggregate concrete consistency shall be 9-11 seconds through the  $\frac{3}{4}"$  orifice of the standard flow cone in ASTM C-939.

## 2.09 **NON-SHRINK GROUT**

- A. Grout shall be a ready-to-use non-metallic aggregate product requiring only the addition of water at the job site, and shall have the following attributes:
1. Be capable of producing a flowable grouting material having no drying shrinkage or settlement at any age.
  2. The compressive strength of grout (50 mm or 2" cubes) shall be not less than 350 kg per sq. cm. (5,000 psi) at age seven days, and 527 kg per sq. cm. (7,500 psi) at twenty-eight days.

## 2.10 **WATERSTOPS**

- A. Surface applied: Hydrotite CJ-0735-3K continuous strip as manufactured by Greenstreak or equal. Install as per manufacturer's recommendations with bonded splices and corners.
- B. Cast in Place: PVC shape #705 waterstop as manufactured by Greenstreak or equal. Install as per manufacturer's recommendations with factory fabricated corners and heat welded splices.
- C. Petrostop: Hazardous Chemical stop (VRB4-316) petrostop as manufactured by Vinylex or equal. Install per manufacturer's recommendations.

2.11 **EXPANSION JOINT MATERIAL:** Asphalt saturated sugarcane fiber concrete expansion joint filler "Flexcell" as manufactured by Celotex or equal.

**PART 3 EXECUTION****3.01 INSPECTION**

- A. Examine the areas and conditions under which work of this section will be performed. Correct conditions detrimental to the proper and timely completion of the work. Do not proceed until unsatisfactory conditions have been corrected.

**3.02 GENERAL**

- A. Place concrete in compliance with practices and recommendations of ACI 304, and as herein specified.
- B. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness within the section.
- C. If a section cannot be placed continuously, provide construction joints as herein specified.
- D. Deposit concrete as nearly as practicable in its final location to avoid segregation due to rehandling and flowing.
- E. Do not subject concrete to any procedure which will cause segregation.
- F. Screed concrete which is to receive other construction to the proper level to avoid excessive skimming and grouting.
- G. Do not use concrete which becomes nonplastic and unworkable, or does not meet the required quality control limits, or which has been contaminated by foreign materials.
- H. Remove rejected concrete from the site and dispose of it in a lawful dumping area.
- I. Handle concrete from the point of delivery and transfer to the concrete conveying equipment, and to the locations of final deposit, as rapidly as practicable and by methods which will prevent segregation and loss of concrete mix materials.
- J. Pumps may be used only if they can pump the mix designed. Do not add fine aggregate or water to the mix to satisfy needs of a pumping device.
- K. Use chutes or tremies for placing concrete where a drop of more than 2 m (72") is required.
- L. If required to bring concrete to within the specified slump range, water may be added at the job site at a rate not to exceed one (1) gallon per cubic yard, and in no case to exceed the total amount of water allowed per yard as specified herein. Once water has been added to a batch, mix the retempered concrete for three (3) minutes.

**3.03 WITHIN FORMS**

- A. Deposit concrete in forms in horizontal layers not deeper than 60 cm (24") and to avoid inclined construction joints.

- B. Where placement consists of several layers, place each layer while preceding layer is still plastic and to avoid cold joints.
- C. Remove temporary spreaders in forms when concrete placing has reached the elevation of such spreaders.

### **3.04 SLABS**

- A. Deposit and consolidate concrete slabs in a continuous operation until the placing is completed.
- B. Screeds shall be accurately set and maintained to the required grade or elevations of slabs before placing concrete. Screeds shall be set adjacent to all walls and in parallel rows not to exceed 8 feet on centers.
- C. Consolidate concrete during placement by use of the specified equipment, thoroughly working concrete around the reinforcement and into corners.
- D. Consolidate concrete in remainder of slabs by vibrating bridge screeds, roller pipe screeds, or other methods acceptable to the Engineer.
- E. Limit the time of vibrating consolidation to prevent bringing an excess of fine aggregate to the surface.
- F. Bring slab surfaces to the correct level with a straight edge, and then strike off.
- G. Use bullfloats or darbies to smooth the surface, leaving it free from bumps and hollows.
- H. Provide uniform slopes in slabs to floor drains where indicated on drawings.

### **3.05 HOT WEATHER**

- A. Steps shall be taken as necessary to reduce concrete temperature and water evaporation by proper attention to ingredients, production methods, handling, placing, and curing. During hot weather, concrete pours shall be scheduled for the early morning hours to the maximum extent possible, to allow for placing, finishing, and protection of the entire monolith poured by a time no later than 12:00 noon. Details of hot weather concreting shall be in accordance with ACI 305-72.

### **3.06 COLD WEATHER**

- A. No concrete shall be placed if anticipated temperatures of the surrounding air are to go below 30 degrees Fahrenheit, unless provisions are made for a heated enclosure for protection. Adequate means shall be provided to maintain the temperature of the concrete at 50 degrees Fahrenheit minimum for at least five (5) days. Removal of forms during cold weather concreting shall be based on strength tests of field cured cylinders as directed and approved by the Engineer. Details of cold weather concreting shall be in accordance with ACI 306-66.

### **3.07 VIBRATION**

- A. Consolidate all concrete in accordance with provisions of ACI 309. Consolidate each layer of concrete immediately after placing, by use of internal concrete vibrators supplemented by handspading, rodding, or tamping.



- B. Do not use vibrators to transport concrete inside the forms. During all phases of operation, maintain a frequency of not less than 10,000 vibrations per minute per internal vibrator. Do not vibrate forms or reinforcement.

### **3.08 CONSTRUCTION JOINTS**

- A. Horizontal construction joints will not be permitted.
- B. Provide keyways at least 38 mm (1-1/2") deep in all construction joints in walls, and between footings and walls.
- C. Place construction joints perpendicular to the main reinforcement. Continue all reinforcement across construction joints.

### **3.09 CONCRETE TESTS**

- A. During progress of the work, an approved independent testing laboratory will take and test concrete specimens in accordance with ASTM C172, ASTM C31, and ASTM C39 as outlined in ACI Building Code, Section 504.
- B. When results of strength tests indicate the concrete in place does not meet specification requirements, or there is evidence that quality of concrete is below specification requirements, samples of concrete shall be obtained and tested in accordance with ASTM C42. Where test results indicate that in place concrete does not meet specification requirements, measures as prescribed by the Engineer shall be taken by the Contractor to correct the deficiency at no additional expense to the OWNER.
- C. In general, once a day three (3) test cylinders 6 inches in diameter and 12 inches long shall be made and cured in accordance with ASTM C31. One cylinder of each group shall be tested at the age of seven (7) days, one at the age of twenty-eight (28) days, and the other held in reserve.
- D. Written reports of the test results shall be delivered as directed by the Engineer.
- E. Whenever test cylinders are made, and at any other time the Engineer may direct, slump tests shall be made. Slump shall be 3" plus or minus 1", except as otherwise specified. Slump tests shall be made in accordance with ASTM C143.
- F. The Contractor shall coordinate and schedule the work of the testing laboratory. The OWNER shall select the testing laboratory and bear the costs of the testing.

### **3.10 FINISHES**

- A. All concrete flatwork shall be steel trowel finish. Bases and curbs shall receive steel trowel finish.

### **3.11 FLOAT FINISH**

- A. Apply float finish to monolithic slab surfaces that are to receive trowel finish and other finishes hereinafter specified, and to slab surfaces which are to be covered with insulation, and as otherwise shown on the drawings or in the schedules.
- B. After placing concrete flatwork, do not work the surface further until ready for floating. Begin

floating when the surface water has disappeared and when the concrete has stiffened sufficiently to permit operation of a power-driven float, or both.

- C. Consolidate the surface with power-driven floats, or by hand-floating if area is small or inaccessible to power units.
- D. Check and level the surface plane to a tolerance not to exceed 6 mm in 3 m (1/4" in 10'-0") when tested with a 3 m (10'-0") straightedge placed on the surface at not less than two different angles.
- E. Cut down high spots and fill low spots. uniformly slope surfaces to drains where required. Immediately after leveling, refloat the surface to a uniform, smooth, granular texture.

### 3.12 TROWEL FINISH

- A. Apply trowel finish to monolithic flatwork surfaces.
- B. After floating, begin the first trowel finish operation using a power-driven trowel. Begin final troweling when the surface produces a ringing sound as the trowel is moved over the surface.
- C. Consolidate the concrete surface by the final hand troweling operation, free from trowel marks, uniform in texture and appearance, and with a surface plane tolerance not exceeding 3 mm (1/8") in 3 m (10'-0") when tested with a 3 m (10'-0") straightedge.
- D. Grind smooth or fill, as required, surface defects.

### 3.13 STONED & RUBBED FINISH

- A. All blemishes, "cat eyes", or honeycombed areas shall be flushed up with vinyl-adhesive grout. Stone face smooth. Wet surface to be exposed and rub with carborundum stone while brushing with a 1/2 mixture of portland cement and sand. Rub into pores and small imperfections in concrete, but do not build up a thick layer. Cure by keeping surface damp for seven days.

### 3.14 REPAIRS

- A. Repair or replace deficient work as directed by the Engineer and at no additional cost to the OWNER.
- B. Repair defective areas and fill form-tie holes and similar defects in accordance with Chapter 9 of ACI 301. Where, in the opinion of the Engineer, surface defects such as honeycomb occur, repair the defective areas as directed by the Engineer.
- C. Obtain written acceptance by Painting Contractor of structural quality and finish of poured in place concrete reservoirs, chemical storage tank containment basins, and the wastewater sump/pipe trench, Degasifier Basin and pilot plant basin in the Treatment Building. (See Dwgs.) If not accepted, perform necessary corrective work to obtain acceptance. Provide copies of acceptance letter to Engineer and Owner.

### 3.15 CURING

- A. Protect against loss of moisture, rapid drying or temperature changes, mechanical damage, or injury from rain or flowing water for a period of at least seven (7) days.

B. Comply with ACI 308 and ACI 305. Curing shall commence as soon as free water has disappeared from the surfaces after finishing by use of one of the following methods:

1. **MOIST CURING:**

Surfaces shall be kept continuously wet by covering with burlap, mats, or sand, thoroughly saturated with water and covering kept wet by spraying or hosing for seven days.

Place materials to provide complete surface coverage and lap all joints minimum 3".

2. **SHEET CURING:**

Surfaces shall be thoroughly wetted with a fine spray of water and then covered with waterproof paper, polyethylene sheeting, or polyethylene-coated waterproof paper.

Edges and ends of sheeting shall be overlapped not less than 4" and securely cemented or taped to form a continuous cover.

Sheeting shall be weighted down to prevent displacement and shall be repaired or replaced if torn, damaged, or removed during curing period.

END OF SECTION



### REPORT OF FIELD INSPECTION OF CONCRETE

TESTED FOR: TINA JOHNSON  
 TWENTYNINE PALMS WATER DISTRICT  
 72401 HATCH ROAD  
 PO BOX 1735  
 TWENTYNINE PALM, CA 92277-100

PROJECT: FLORIDE REMOVAL WATER TREAT  
 PLANT 29 PALMS, CA

DATE: June 09, 2000

OUR REPORT NO.: 073-00076-35

FIELD DATA: Concrete was a 4000 psi mix delivered by Superior,  
 mix number HD365PAE.

SET NO.	NO. OF SPECIMENS MADE	CONCRETE SUPPLIER TICKET NUMBER	TIME TRUCK DISPATCHED	TIME TRUCK UNLOADED	YARDS OF CONCRETE	SLUMP, IN	AIR CONTENT, %	TEMPERATURE, °F	
								AIR	CONCRETE
1	4	117637	05:09 am	05:44 am	28.5	3 1/2	6.0	57	74
2	4	117650	09:12 am	09:55 am	104.5	4	6.0	70	78

LOCATION: Walls.

1	East reservoir walls.
2	East reservoir walls.

NOTE: APPLICABLE ASTM STANDARDS. UNLESS OTHERWISE INDICATED: MAKING SPECIMENS: C31-96 (EXC. SEC. 9.2.2); SLUMP: C143-97; AIR CONTENT: C231-97 (EXC. SEC. 6); TEMPERATURE: C1084-86(93); SAMPLING: C172-97

REMARKS:

TECHNICIAN: Vicki Drover

Respectfully submitted,  
 Professional Service Industries, Inc.

THESE TEST RESULTS APPLY ONLY TO THE SPECIFIC SAMPLES TESTED AND MAY NOT BE INDICATIVE OF THE ENTIRE CONCRETE PLACEMENT. REPORTS MAY NOT BE REPRODUCED, EXCEPT IN FULL, WITHOUT WRITTEN PERMISSION BY PROFESSIONAL SERVICE INDUSTRIES, INC.



## REPORT OF CONCRETE COMPRESSION TEST

TESTED FOR: TINA JOHNSON  
 TWENTYNINE PALMS WATER DISTRICT  
 72401 HATCH ROAD  
 PO BOX 1735  
 TWENTYNINE PALM, CA 92277-100

PROJECT: FLORIDE REMOVAL WATER TREAT  
 PLANT 29 PALMS, CA

DATE: May 12, 2000

REVISION #1  
 OUR REPORT NO.: 073-00076-20

### FIELD DATA:

LOCATION OF PLACEMENT West reservoir sump pump SOG, SW sump.

DATE PLACED	May 05, 2000	SUPPLIER	Superior
TIME	09:10 am	DELIVERY TICKET NO./TRUCK NO.	117102
SLUMP, IN.	4	MIX NUMBER AND PROPORTIONS	HD365PAE
AIR CONTENT, %	6.9	CEMENT	---
AIR TEMPERATURE, °F	80	WATER	---
CONCRETE TEMPERATURE, °F	86	FINE AGGREGATE	---
DATE RECEIVED IN LAB	May 08, 2000	COARSE AGGREGATE	---
FIELD DATA SUBMITTED BY	Vicki Drover	ADMIXTURE	---
MIX DATA SUBMITTED BY	Superior		

NOTE: APPLICABLE ASTM STANDARDS, UNLESS OTHERWISE INDICATED: SLUMP: C143-97; AIR CONTENT: C231-97 (EXCLUDING SEC. 6); TEMPERATURE: C1064-86(93); CYLINDERS: C31-96 (EXCLUDING SEC. 9.2.2); SAMPLING: C172-97.

### COMPRESSION TEST RESULTS

ASTM C39-96; C1231-93

LABORATORY NUMBER	SPECIMEN IDENTIFICATION OR SET NO.	TEST AGE (DAYS)	DATE OF TEST	TOTAL LOAD (LBS.)	CYLINDER DIAMETER (IN.)	CYLINDER AREA (SQ. IN.)	COMPRESSIVE STRENGTH (PSI)	TYPE OF BREAK
050 A	Hold	7	05/12/00	88500	6.00	28.27	3130	Cone
050 B		28	06/02/00	122000	6.00	28.27	4320	Cone
050 C		28	06/02/00	124500	6.00	28.27	4400	Cone
050								
SPECIFICATIONS							4000	

REMARKS:  Cylinders made by PSI representative       Cylinders picked up by PSI representative       Test results comply with applicable specifications.

Cylinders made by Architect's or Contractor's representative.       Cylinders delivered to PSI laboratory.       Test results do not comply with applicable specifications.

TECHNICIAN: Vicki Drover

Respectfully submitted,  
**Professional Service Industries, Inc.**

THESE TEST RESULTS APPLY ONLY TO THE SPECIFIC SAMPLES TESTED AND MAY NOT BE INDICATIVE OF THE ENTIRE CONCRETE PLACEMENT. REPORTS MAY NOT BE REPRODUCED, EXCEPT IN FULL, WITHOUT WRITTEN PERMISSION BY PROFESSIONAL SERVICE INDUSTRIES, INC.

GEOTECHNICAL INVESTIGATION  
FLUORIDE REMOVAL - WATER TREATMENT PLANT  
TWENTYNINE PALMS, CALIFORNIA

\* \* \*

Prepared for:

TWENTYNINE PALMS WATER DISTRICT  
72401 HATCH ROAD  
P.O. BOX 1735  
TWENTYNINE PALMS, CALIFORNIA

\* \* \*

Prepared by:

Southland Geotechnical, Inc.  
79-607 Country Club Drive, Suite 5  
Bermuda Dunes, California 92201

Report No. P99061  
MAY 1998

### 4.5 Excavations

Temporary excavations for footing and utility excavations less than about 3 feet in moist native soils may stand nearly vertical for short duration. Dry or excavations deeper than about 3 feet should be sloped be no steeper than 1.5:1 (horizontal:vertical). Sandy soil slopes should be kept moist, but not saturated, to reduce the potential of raveling or sloughing. Any excavations over 4 feet in depth will require shoring or slope inclinations in conformance to CAL/OSHA standards. Surcharge loads of stockpiled soils or construction materials should be set back from the top of the slope a minimum distance equal to the height of the slope. All unprotected permanent slopes should not be steeper than 3:1 to reduce wind and rain erosion. Protected slopes with ground cover may be as steep as 2:1.

### 4.6 Lateral Earth Pressures

The table below presents lateral earth pressures for use in retaining wall design. The values are given as equivalent fluid pressures without surcharge loads or hydrostatic pressure.

Lateral Pressures and Sliding Resistance (1)	Sand Backfill (2)
Soil Unit Weight ( $\gamma$ )	110 pcf
Soil Friction Angle ( $\phi$ )	30°
Passive Pressure	300 pcf
Active Pressure (cantilever walls) able to rotate 0.1% of structure height	33 pcf
At-Rest Pressure (braced walls)	55 pcf
Dynamic (Seismic) Pressure (Walls Retaining > 5 ft.)	35 H <sup>2</sup> (3)
Base Lateral Sliding Resistance Dead load X Coefficient of Friction:	0.35

- Notes:
1. These values are ultimate values. A factor of safety of 1.5 should be used in design except for dynamic earth pressure where a factor of safety of 1.2 is acceptable.
  2. The equivalent fluid pressures given for sand backfill assume that the sand has been placed on a slope no steeper than 1(V) on 1(H) intersecting the base of the excavation.
  3. Dynamic pressures are assumed to act at 0.6 H above the base of the wall.

## Section C - Loading



# USGS Design Maps Summary Report

## User-Specified Input

**Report Title** 29 Palms WTP  
Wed November 8, 2017 16:12:35 UTC

**Building Code Reference Document** ASCE 7-10 Standard  
(which utilizes USGS hazard data available in 2008)

**Site Coordinates** 34.1634°N, 116.0379°W

**Site Soil Classification** Site Class D – “Stiff Soil”

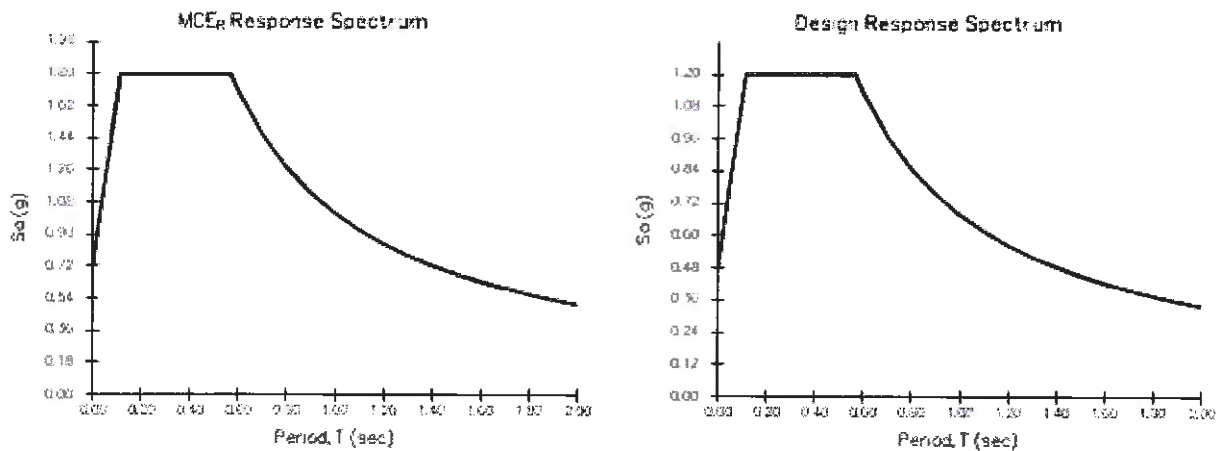
**Risk Category** IV (e.g. essential facilities)



## USGS-Provided Output

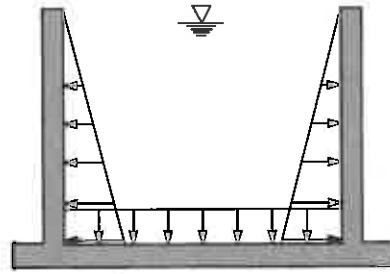
$S_S = 1.799\text{ g}$        $S_{M5} = 1.799\text{ g}$        $S_{D5} = 1.199\text{ g}$        $T_L = 8\text{ sec}$   
 $S_1 = 0.678\text{ g}$        $S_{M1} = 1.018\text{ g}$        $S_{D1} = 0.678\text{ g}$        $PGAm = 0.72\text{ g}$

For information on how the  $S_S$  and  $S_1$  values above have been calculated from probabilistic (risk-targeted) and deterministic ground motions in the direction of maximum horizontal response, please return to the application and select the “2009 NEHRP” building code reference document.

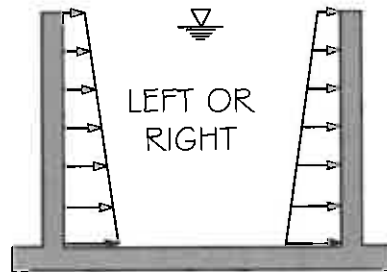


For  $PGA_M$ ,  $T_L$ ,  $C_{RS}$ , and  $C_{R1}$  values, please [view the detailed report](#).

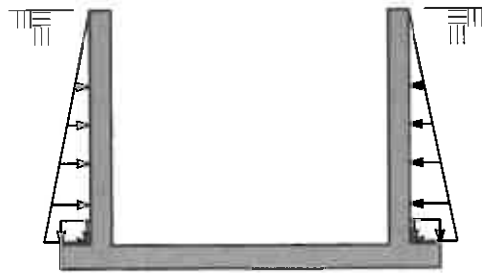
Although this information is a product of the U.S. Geological Survey, we provide no warranty, expressed or implied, as to the accuracy of the data contained therein. This tool is not a substitute for technical subject-matter knowledge.



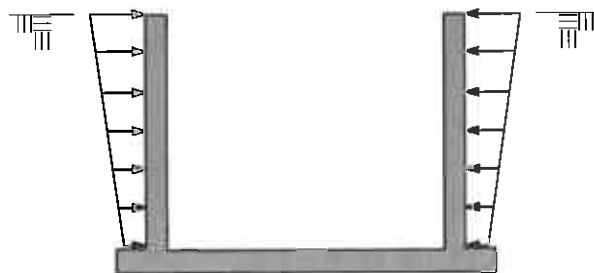
BLC 1: HYDROSTATIC



BLC 2: COMBINED LATERAL HYDRO SEISMIC CONVECTIVE, IMPULSE, INERTIAL, AND VERTICAL ACCEL



BLC 3: STATIC SOIL



BLC 4: SEISMIC SOIL

**LOAD CASES FOR SINGLE CELL TANK**

**ACI 318 & 350 REQUIRED LOADS**

DESIGNED BY:	
REVISION:	
DATE:	
SCALE:	NTS

Project	By	Sheet
	Date	
Job No.	Revised	

## RECTANGULAR TANK WALL - LATERAL - HYDROSTATIC + HYDRODYNAMIC Type 1.1 (Rectangular, fixed or pinned base)

Page 1 of 2

### Geometry & Loading Parameters

$\gamma_L =$	62.4	pcf	Unit weight - fluid (Liquid) inside tank
$\gamma_w =$	150	pcf	Unit weight - wall
$H_L =$	14.2	ft	Design fluid depth
$H_w =$	15.8	ft	Wall height, inside dimension
$L =$	22	ft	Tank total longitudinal length, inside dim (parallel to ground motion)
$B =$	37	ft	Tank total transverse width, inside dim (perp to ground motion)
$t_w =$	1.33	ft	Tank wall thickness
$t_R =$	1.33	ft	Tank roof thickness
$L/H_L =$	1.55		Aspect ratio (in the plane of motion)
$I =$	1.50		Importance factor [Table 4.1.1(a)]
$S_{DS} =$	1.200	g	Spectral Response, short (ASCE 7-05)
$S_{D1} =$	0.680	g	Spectral Response, 1 second (ASCE 7-05)
$T_s =$	0.57	s	Transition period [9-34]
$\lambda =$	9.92		Convective motion parameter [9-13]
$T_c =$	2.97	s	Convective period [9-14] (No $T_v$ calc for rect tanks)
$C_i =$	1.20		Spectral amplification, impulsive (assumes $T_i < T_s$ ) [9-32]
$C_c =$	0.33		Spectral amplification, convective [9-37, 9-38]
$C_t =$	0.48		Spectral amplification, vertical [Section 9.4.3]
$C_t * I [b/R_i] =$	0.16		Lower bound check [4-15]
$R_i =$	3.00		Response modification factor, impulsive, Strength level [Table 4.1.1(b)]
$R_c =$	1.00		Response modification factor, convective, Strength level
$u_v =$	0.24	g	Vertical ground motion [4-15]
$W_w' =$	116.6	kips	Wall weight, single wall at transverse end
$W_r =$	182.0	kips	Roof weight
$W_w =$	337.5	kips	$\Sigma$ Wall weight, 4 walls
$\varepsilon =$	0.762		Effective mass coefficient [9-44]
$W_e =$	257	kips	Effective dynamic mass - tank structure
$W_L =$	721	kips	Total fluid (liquid) weight

### Coefficients

			ACI 350.3 Reference
$W_i / W_L =$	0.650		Impulsive coefficient (force from "lower" constrained fluid) eq [9-1]
$h_i =$	5.33	ft	Impulsive height resultant above tank base, EBP eq [9-3, 9-4]
$h_{iBP} =$	9.15	ft	Impulsive height resultant above tank base, IBP eq [9-6, 9-7]
$W_c / W_L =$	0.395		Convective coefficient (force from "upper" sloshing fluid) eq [9-2]
$h_c =$	8.84	ft	Convective height resultant above base, EBP eq [9-5]
$h_{cBP} =$	10.70	ft	Convective height resultant above base, IBP eq [9-8]
$P_w' =$	53.3	kips	Wall inertial force, single wall $P_w' = C_i * I * \varepsilon * W_w / R_i$ eq [4-1a]
$P_w =$	154.2	kips	Wall inertial force, All Walls
$P_r =$	109.2	kips	Roof inertial force
$P_i =$	281.3	kips	Total imp horiz force (from "lower" constrained fluid) $P_i = C_i * I * (W_i / W_L) * W_i / R_i$ eq [4-3]
$P_c =$	139.5	kips	Total conv horiz force (from "upper" sloshing fluid) eq [4-4]
% Seismic =	44%		Ratio of SRSS( $P_i, P_c$ ) vs. $W_L$
$d_{max} =$	5.4	ft	Wave oscillation (wave height) generated by convective sloshing eq [7-1]

Notes: 1. Reference document: ACI 350.3

Project	By	Sheet
	Date	
Job No.	Revised	

### LATERAL LOAD FROM WAVES, CONT'D

#### Loads on Single Wall

Ph =	232.8	kips
Ph =	6.3	k/ft
Piw =	140.6	kips
Piw =	3.80	k/ft
Pcw =	69.8	kips
Pcw =	1.89	k/ft
Pv =	55.9	kips
Pv =	1.51	k/ft
Pw' =	53.3	kips
Pw' =	1.44	k/ft
Σp =	6.2	k/ft

Total hydrostatic against exterior single wall, Un-Factored ASD

E -Impulsive horiz force against single wall (Pi/2), Strength Level

E -Convective horiz force against single wall (Pc/2), Strength Level

E -Hydrodynamic (vertical acceleration) against single wall, Strength Level

E -Wall inertial force, single wall, Strength Level

Unit width horiz force on exterior sidewall for ΣE only, ASD Level

H <sub>L</sub> =	14.2	ft
------------------	------	----

Design fluid depth

Ph_top =	0.000	k/ft/ft
Ph_bot =	0.886	k/ft/ft
Pi_top =	0.067	k/ft/ft
Pi_bot =	0.468	k/ft/ft
Pc_top =	0.230	k/ft/ft
Pc_bot =	0.035	k/ft/ft
Pv_top =	0.000	k/ft/ft
Pv_bot =	0.213	k/ft/ft

Hydrostatic pressure - top of fluid level

[BLC 1]

Hydrostatic pressure - base of wall (ASD)

[BLC 1]

ACI 350.3 Reference  
5.3 Commentary

Impulsive pressure - top of fluid level [EBP]

Impulsive pressure - base of wall (Strength)

Convective pressure - top of fluid level [EBP]

Convective pressure - base of wall (Strength)

Hydrodynamic vertical accel - top of fluid level

Hydrodynamic vertical accel - base of wall (Strength)

Pw'_top =	0.091	k/ft/ft
Pw'_bot =	0.091	k/ft/ft

Wall inertial force - top of wall

Wall inertial force - base of wall (Strength)

P <sub>SRSS_top</sub> =	0.279	k/ft/ft
P <sub>SRSS_bot</sub> =	0.561	k/ft/ft

SRSS combo for Wall Inertial, Imp, & Conv (Strength) [EBP] - top of fluid

SRSS combo for Wall Inertial, Imp, & Conv (Strength) [EBP] - base of wall

P <sub>SRSS_top</sub> =	0.279	k/ft/ft
P <sub>SRSS_bot</sub> =	0.600	k/ft/ft
P <sub>SRSS</sub> =	6.39	k/ft

SRSS - Wall Inertial, Imp, Conv, & Vert Accel (Strength) [EBP] - top of fluid

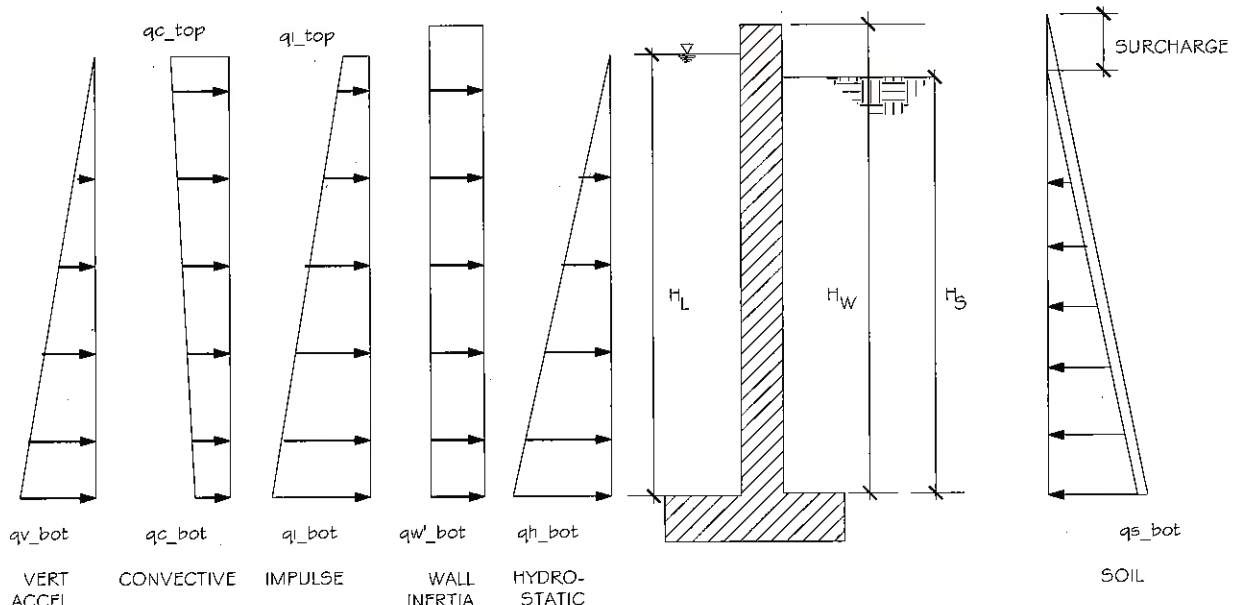
[BLC 2]

SRSS - Wall Inertial, Imp, Conv, & Vert Accel (Strength) [EBP] - base of wall

[BLC 2]

SRSS combo for Wall Inertial, Imp, Conv & Vert Accel [EBP] - total shear

eq [5.1]



## Section D - Capacity Calculations

	Project	By	AT	Sheet
		Date		
	Job No.	Revised		

### SANITARY COEFFICIENTS

$\phi = 0.9$ (Flexure) $F_y = 60$ Ksi $\gamma = 1.4$ for Water $\gamma = 1.6$ for Soil	$S_d = \text{"Sanitary Coefficient" from ACI 350}$ $= \frac{\phi \times F_y}{\gamma \times F_s} \quad (\text{Eq. 9-8})$
$F_s = \frac{320}{\beta \sqrt{s^2 + 25}} \quad (\text{Eq. 10-4})$	$s = \text{"rebar spacing"}$ $F_s \geq 24$ ksi for 2-way action $F_s \leq 20$ ksi for 1-way action
$\beta = \frac{h - c}{d - c}$	ok to use $\beta = 1.2$ for $h \geq 16"$ $\beta = 1.35$ for $h < 16"$

### HYDROSTATIC LOADING $S_d$ VALUES

For $\beta=1.2$ , 2-way action, $\gamma=1.4$ (Walls $\geq 16"$ , Hydro Loading)								
s =	5 in	6 in	7 in	8 in	9 in	10 in	11 in	12 in
F <sub>s</sub> =	37.7	34.1	31.0	28.3	25.9	24.0	24.0	24.0
S <sub>d</sub> =	1.10	1.13	1.24	1.36	1.49	1.61	1.61	1.61

For $\beta=1.35$ , 2-way action, $\gamma=1.4$ (Slabs & Thin Walls $< 16"$ , Hydro Loading)								
s =	5 in	6 in	7 in	8 in	9 in	10 in	11 in	12 in
F <sub>s</sub> =	33.5	30.3	27.6	25.1	24.0	24.0	24.0	24.0
S <sub>d</sub> =	1.15	1.27	1.40	1.54	1.61	1.61	1.61	1.61

For $\beta=1.2$ , 1-way action, $\gamma=1.4$ (Beams 16" & Deeper, Hydro Loading)								
s =	5 in	6 in	7 in	8 in	9 in	10 in	11 in	12 in
F <sub>s</sub> =	37.7	34.1	31.0	28.3	25.9	23.9	22.1	20.5
S <sub>d</sub> =	1.10	1.13	1.24	1.36	1.49	1.62	1.75	1.88

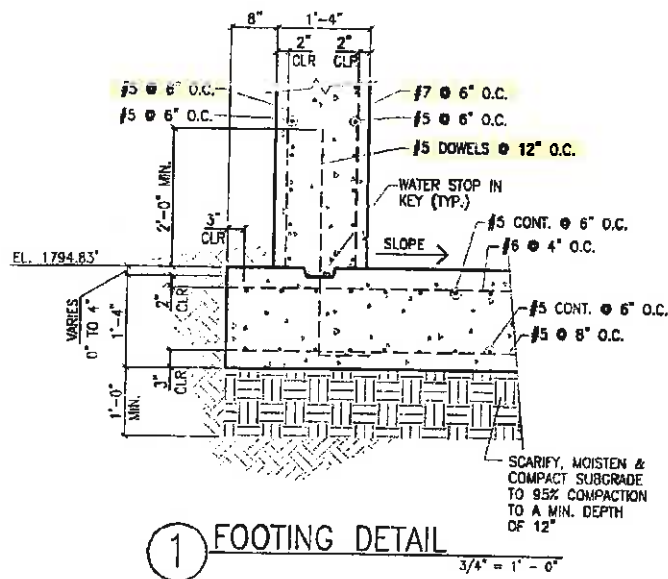
### SOIL LOADING $S_d$ VALUES

For $\beta=1.2$ , 2-way action, $\gamma=1.6$ (Walls $\geq 16"$ , Soil Loading)								
s =	5 in	6 in	7 in	8 in	9 in	10 in	11 in	12 in
F <sub>s</sub> =	37.7	34.1	31.0	28.3	25.9	24.0	24.0	24.0
S <sub>d</sub> =	1.10	1.10	1.10	1.19	1.30	1.41	1.41	1.41

For $\beta=1.35$ , 2-way action, $\gamma=1.6$ (Slabs & Thin Walls $< 16"$ , Soil Loading)								
s =	5 in	6 in	7 in	8 in	9 in	10 in	11 in	12 in
F <sub>s</sub> =	33.5	30.3	27.6	25.1	24.0	24.0	24.0	24.0
S <sub>d</sub> =	1.10	1.11	1.22	1.34	1.41	1.41	1.41	1.41

By:	MJ	Date:	11/14/2017	Job #:	
Checked by:		Date:		Project:	1772005*00
Subject:	Flexure and Shear Capacity Calculations				



Vertical reinforcing:

Minimum overall - #5 @ 6" o.c.

Inside - #7 @ 6" o.c.

Dowels:

#5 @ 12" o.c.

4x4 Grid Sheet 29 Palms

By MJ

Date 11-14 Job #

Checked by

Date -2017 Project

Subject Flexural Capacity Check

Sheet 1 of 2

Begin analysis by determining capacity of the wall section using the minimum possible reinforcing

Reinforcing = #5@6"

$$b = 12''$$

$$A_s = \frac{12''}{6''} \times 0.31 \text{ in}^2 = 0.62 \text{ in}^2$$

$$d_b = 0.625''$$

$$d = 16'' - 2'' \text{ CLR} - \frac{0.625''}{2} = 13.7''$$

$$f'_c = 4 \text{ ksi}, f_y = 60 \text{ ksi}, \phi = 0.9$$

$$a = \frac{A_s f_y}{0.85 f'_c b} = \frac{0.62 \text{ in}^2 \times 60 \text{ ksi}}{0.85 \times 4 \text{ ksi} \times 12''} = 0.91''$$

$$\phi M_n = \phi A_s f_y (d - a/2)$$

ACI 318-14  
Section 22.3

$$= 0.9 \times 0.62 \text{ in}^2 \times 60 \text{ ksi} (13.7'' - 0.91''/2)$$

$$\phi M_n = 37.0 \text{ k-ft}$$

Flexural capacity for outside face of wall



4x4 Grid Sheet 29 Palms

By MJ

Date 11-14 Job #

Checked by

Date -2017 Project

Subject Shear and Tension Interaction at Corner Sheet 2 of 2

$$\phi V_c = \phi (2 \sqrt{f'_c} b_w d)$$

$$f'_c = 4000 \text{ psi}, f_y = 60 \text{ ksi}$$

$$b_w = 12''$$

$$d = 16'' - 2'' - 0.625''/2 = 13.7''$$

$$\phi = 0.75$$

$$= 0.75 (2 \sqrt{4000} \times 12 \times 13.7) = 15.6 \text{ k}$$

- conservatively say tension force =  $\phi V_c$

ACI 318-14 EQN 22.5.7.1

$$V_c = 2 \left( 1 + \frac{N_c}{500 A_g} \right) \sqrt{f'_c} b_w d$$

↳ let this = B

$$\phi V_c = B \times 20.8 \text{ k}$$

$$B = 1 + \frac{(-15.6 \times 1000 \text{ lbs})}{500 \times 12'' \times 16''} = 0.84$$

$$\phi V_c = \underline{17.4 \text{ kips}}$$

$$\text{let } \phi V_n = \phi V_c$$

$$\boxed{\phi V_n = 17.4 \text{ kips}}$$

Shear capacity for outside face of wall

4x4 Grid Sheet 29 Palms

By MJ

Date 11-14 Job #

Checked by

Date -2017 Project

Subject Flexure and Shear Check

Sheet | of |

**Now check capacities for vertical interior reinforcing**

Calculate maximum flexure and shear capacities - Reinforcing: #7@6"

$$b = 12" \quad f'_c = 4 \text{ ksi} \quad f_y = 60 \text{ ksi}$$

$$A_s = \frac{12"}{6"} \times 0.60 \text{ in}^2 = 1.2 \text{ in}^2$$

$$d_b = 0.875"$$

$$\text{CLR COVER} = 2"$$

$$d = 16" - 2" - 0.875"/2 = 13.6"$$

Flexure - ACI 318-14 Section 22.3

$$\phi = 0.9 \quad a = \frac{A_s f_y}{0.85 f'_c b} = \frac{1.2 \times 60}{0.85 \times 4 \times 12} = 1.76"$$

$$\phi M_n = \phi A_s f_y (d - a/2)$$

$$= 0.9 \times 1.2 \times 60 (13.6 - 1.76/2)$$

$$\boxed{\phi M_n = 68.7 \text{ kip-ft}} \quad \text{Flexural capacity for inside face of wall}$$

Shear

$$\phi = 0.75 \quad \lambda = 1.0 \text{ (normal weight concrete)}$$

$$\phi V_c = \phi 2 \lambda \sqrt{f'_c} b_w d \quad \text{ACI 318-14 [22.5.5.1]}$$

$$= 0.75 \times 2 \times 1.0 \sqrt{4000} \times 12 \times 13.6$$

$$\boxed{\phi V_n = 15.5 \text{ kips}} \quad \text{Shear capacity for inside face of wall}$$

4x4 Grid Sheet 29 Palms

By MJS

Date 11-14 Job #

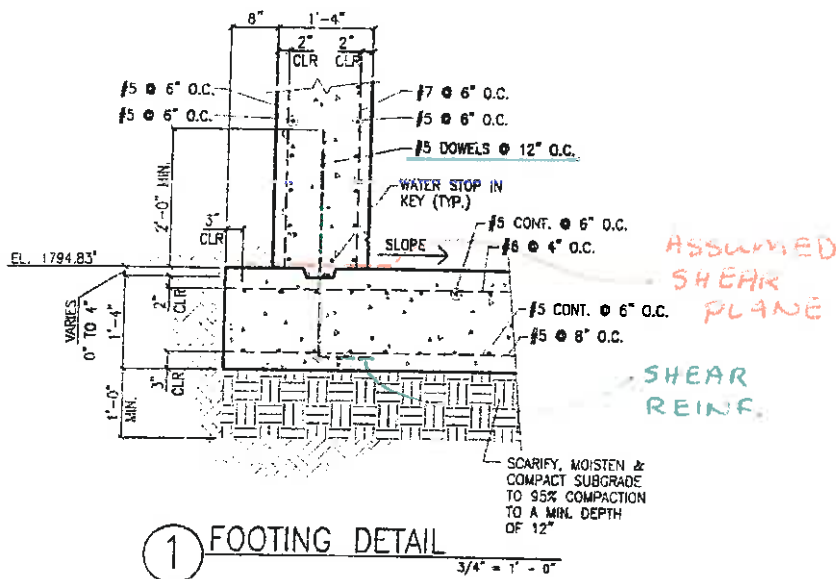
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Date - 2017 Project

Subject Shear friction

Sheet 1 of 2

## Calculate shear capacity of dowel



$$\frac{\#5 \text{ Reinforcing}}{d_b = 0.625"} =$$

$$A_b = 0.31 \text{ in}^2$$

- #5 dowels are  $\perp$  to shear plane - use ACI 318-14 Section 22.9.4.2
- The shear key acts comparable to a roughened surface joint. Thus, let  $\mu = 1.0$  (per Table 22.9.4.2 of ACI 318-14)

$$\lambda = 1.0 \text{ (normal weight concrete)}$$

$$\mu = 1.0 \times 1.0 = 1.0$$

- EQN 22.9.4.2 of ACI 318-14 gives:

$$V_n = \mu A_v f_y$$

- calculate on a per foot basis:

$$\phi V_n = 1.0 \times 0.31 \text{ in}^2 / f_y \times 60 \text{ ksi}$$

$$\boxed{\phi V_n = 14.0 \text{ k/ft}}$$

4x4 Grid Sheet 29 Palms

By MJ

Date 11-14 Job #

Checked by

Date -2017 Project

Subject Development Length Check

Sheet 2 of 2

**Verify the dowel is fully developed**

Check the development length of #5 dowels < 24"

- From Table 25.4.2.4 of ACI 318-14

$$\lambda = 1.0 \text{ (normal weight concrete)}$$

$$\psi_e = 1.0 \text{ (uncoated reinforcement)}$$

$$\psi_t = 1.0 \text{ (< 12" conc. below)}$$

$$\psi_s = 0.8 \text{ (#5 bars)}$$

- EQN 25.4.2.3a of ACI 318-14:

$$l_d = \left( \frac{3}{40} \frac{f_y}{\lambda \sqrt{f'_c}} \frac{\psi_t \psi_s \psi_e}{\left( \frac{c_b + k_{tr}}{d_b} \right)} \right) d_b$$

$$d_b = 0.625''$$

$$c_b = 2'' \text{ CLR} + 0.625''/2 = 2.3''$$

$$k_{tr} = 0$$

$$\left( \frac{c_b + k_{tr}}{d_b} \right) \text{ must be } \leq 2.5 \rightarrow \left( \frac{2.3 + 0}{0.625} \right) = 3.68 \rightarrow \text{use } 2.5$$

$$l_d = \left( \frac{3}{40} \times \frac{60,000}{1.0 \sqrt{4000}} \times \frac{1.0 \times 0.8 \times 1.0}{2.5} \right) \times 0.625$$

$$= 14.2'' < 24'' \checkmark \text{ dowels are fully developed when extend into face } 24''$$

By AT

Date 2017 Job #

Checked by

Date Nov 07 Project

Subject

Elevated one-way slab Elevated

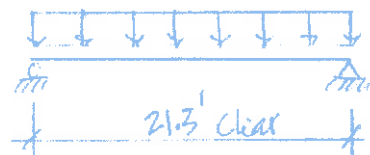
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Top slab over water - One way action

$L = 21.3'$  clear span between 16" thick walls

$$W_D = 1.33 \times 150 \text{ psf} = 200 \text{ psf dead} \\ = 200 \text{ plf/ft}$$

$$W_L = 100 \text{ psf live} \\ = 100 \text{ plf/ft}$$



$$W_u = 1.2 W_D + 1.6 W_L = 0.4 \text{ Klf per unit strip}$$

$M_{u_i} = W_u L^2 / 8$  for simple support ← Conservative

$M_{u_i} = W_u L^2 / 10$  for mostly fixed ends ← closer to reality

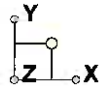
$$M_u = 0.4 \text{ Klf} \times 21.3^2 / 8 = 22.9 \text{ k' Factored moment}$$

$$\text{Deflection criteria} \rightarrow \frac{L}{h} = \frac{21.3}{1.33} = 16 < \underline{20} \text{ OK}$$

$$\phi M_u = 1.13 \times 22.9 \text{ k'/ft} = 25.9 \text{ k'/ft} \quad \text{Code}$$

$$\phi M_u \approx 36 \text{ k'/ft} > \phi M_u \text{ OK}$$

## Section E - Risa Analysis



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29 Palms

Tank Design  
Undeformed Shape

Nov 13, 2017 at 1:09 PM

29Palms\_Pinned\_Wall.r3d



Company : Kennedy/Jenks Consultants  
 Designer : MJ  
 Job Number : 29 Palms  
 Model Name : Tank Design

E3  
 Jan 30, 2018  
 Checked By: \_\_\_\_\_

**Basic Load Cases**

	BLC Description	Category	X Gravity	Y Gravity	Z Gravity	Joint	Point	Distribu..	Area(M...	Surface(Plate/Wall)
1	Hydro	FL						1		
2	EQ_Hydro	EL						1		
3	Soil	EPL						1		
4	EQ_Soil	EL						1		

**Load Combinations**

	Description	So... P...	S...	BLCFac..	BLCFac..	BLCFac..	BLCFac..	BLCFac..	BLCFac..	BLCFac..	BLCFac..	BLCFac..	BLCFac..
1	1.4Hydro	Yes		1	1.4								
2	1.2Hydro + 1.0EQ_Hydro	Yes		1	1.2	2	1						
3	1.6Soil	Yes		3	1.6								
4	1.6Soil + 1.0EQ_Soil	Yes		3	1.6	4	1						

**Member Primary Data**

	Label	I Joint	J Joint	K Joint	Rotate(...	Section/Sh...	Type	Design List	Material	Design R...
1	M1	N1	N2			CRECT12...	Beam	Rectangular	Conc3000NW	Typical

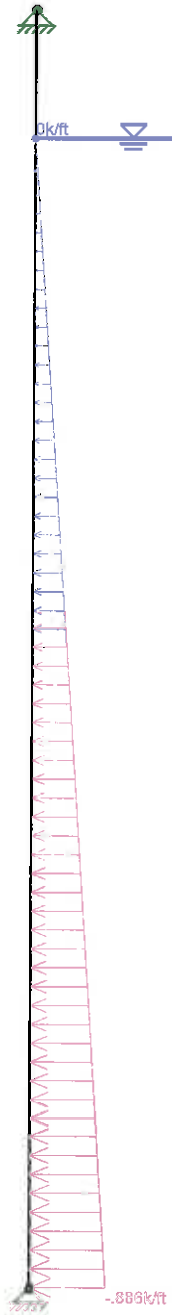
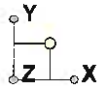
**Concrete Beam Design Parameters**

	Label	Shape	Length[ft]	B-eff Left[in]	B-eff Right[in]	Slab Thic...	Slab Thic...	Icr Factor	Flexural L...	Shear Lay...
1	M1	CRECT12X16	15.8						Use Desi...	Use Desi...

**Member Section Deflections**

	LC	Member Label	Sec	x [in]	y [in]	z [in]	x Rotate[rad]	(n) L/y Ratio	(n) L/z Ratio
1	1	M1	1	0	0	0	0	NC	NC
2			2	0	228	0	0	830.453	NC
3			3	0	304	0	0	624.023	NC
4			4	0	205	0	0	926.227	NC
5			5	0	0	0	0	NC	NC
6	2	M1	1	0	0	0	0	NC	NC
7			2	0	362	0	0	523.829	NC
8			3	0	489	0	0	387.714	NC
9			4	0	335	0	0	566.502	NC
10			5	0	0	0	0	NC	NC
11	3	M1	1	0	0	0	0	NC	NC
12			2	0	-295	0	0	642.622	NC
13			3	0	-397	0	0	477.95	NC
14			4	0	-27	0	0	701.578	NC
15			5	0	0	0	0	NC	NC
16	4	M1	1	0	0	0	0	NC	NC
17			2	0	-408	0	0	465.013	NC
18			3	0	-548	0	0	345.853	NC
19			4	0	-373	0	0	507.675	NC
20			5	0	0	0	0	NC	NC





Loads: BLC 1, Hydro

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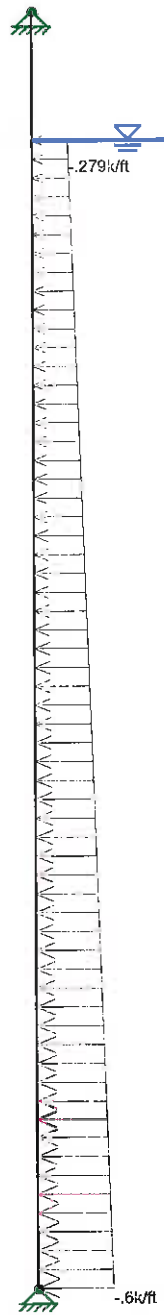
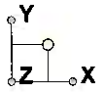
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Tank Design  
Static Hydro Applied Load

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Loads: BLC 2, EQ\_Hydro

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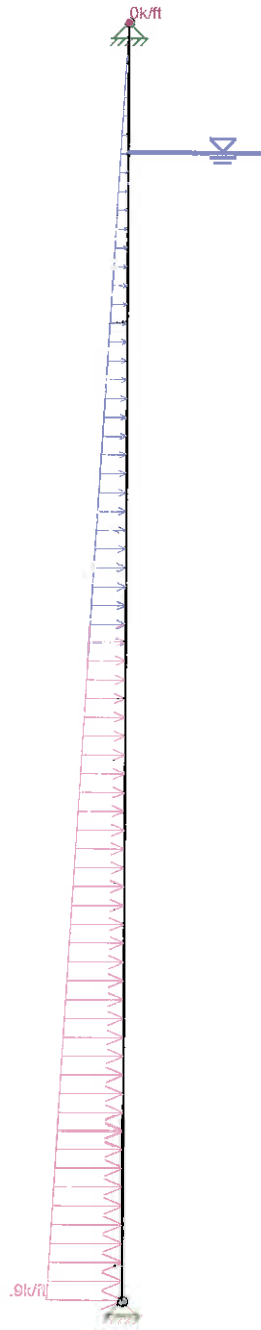
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Tank Design  
Dynamic Hydro Applied Load

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From geotech report, static soil pressure:  
=  $55 H^2$   
=  $55 \times (15.8 \text{ ft}) \times (1 \text{ ft})$   
= **0.9 klf**

Loads: BLC 3, Soil

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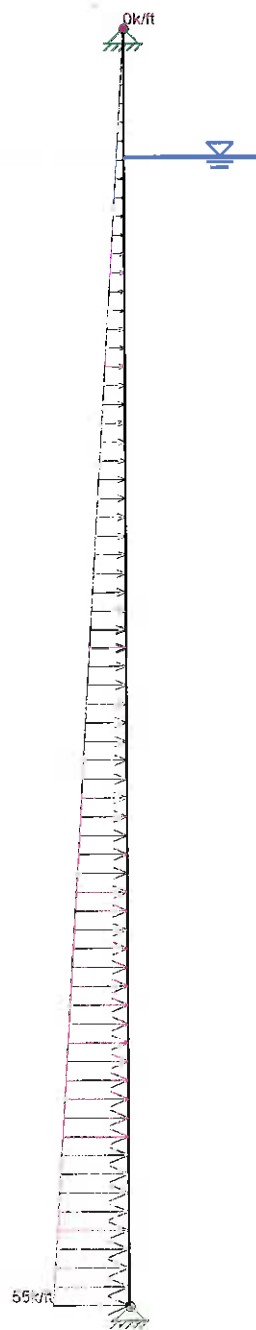
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Tank Design  
Static Soil Applied Load

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From geotech report, dynamic pressure:  
 $= 35H^2$   
 $= 35 \times (15.8\text{ft}) \times (1\text{ft})$   
 $= \mathbf{0.55\text{ k/ft}}$

Loads: BLC 4, EQ\_Soil

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29 Palms

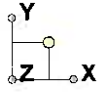
Tank Design  
 Dynamic Soil Applied Load

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## Load Combination 1

### 1.4 Hydro



Results for LC 1, 1.4Hydro

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Deflected Shape - LC 1

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Results for LC 1, 1.4-Hydro  
Member y Shear Forces (k)

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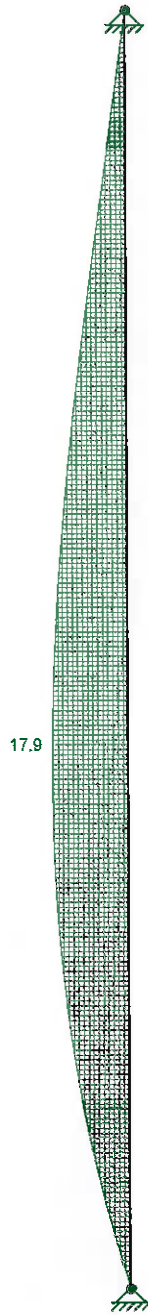
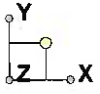
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Tank Design  
Shear Diagram - LC 1

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Results for LC 1, 1.4Hydro  
Member z Bending Moments (k-ft)

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Tank Design  
Moment Diagram - LC 1

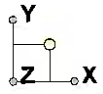
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29Palms\_Pinned\_Wall.r3d



## Load Combination 2

$$1.2 \text{ Hydro} + 1.0 \text{ EQ}_{\text{hydro}}$$



Results for LC 2, 1.2Hydro + 1.0EQ\_Hydro

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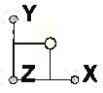
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29 Palms

Tank Design  
Deflected Shape - LC 2

Jan 30, 2018 at 9:48 AM

29Palms\_Pinned\_Wall.r3d



Results for LC 2, 1.2Hydro + 1.0EQ\_Hydro  
Member y Shear Forces (k)

Kennedy/Jenks Consultants

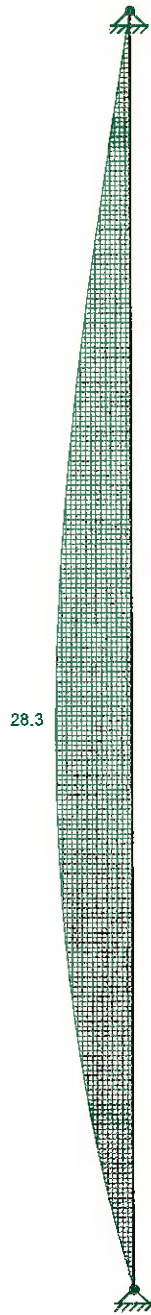
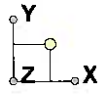
MJ

29 Palms

Tank Design  
Shear Diagram - LC 2

Jan 30, 2018 at 9:50 AM

29Palms\_Pinned\_Wall.r3d



Results for LC 2, 1.2Hydro + 1.0EQ\_Hydro  
Member z Bending Moments (k-ft)

Kennedy/Jenks Consultants

MJ

29 Palms

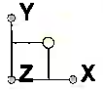
Tank Design  
Moment Diagram - LC 2

Jan 30, 2018 at 9:53 AM

29Palms\_Pinned\_Wall.r3d

## Load Combination 3

### 1.6 Soil



Results for LC 3, 1.6Soil

Kennedy/Jenks Consultants

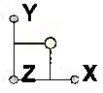
MJ

29 Palms

Tank Design  
Deflected Shape - LC 3

Jan 30, 2018 at 9:49 AM

29Palms\_Pinned\_Wall.r3d



Results for LC 3, 1.6Soil  
Member y Shear Forces (k)

Kennedy/Jenks Consultants

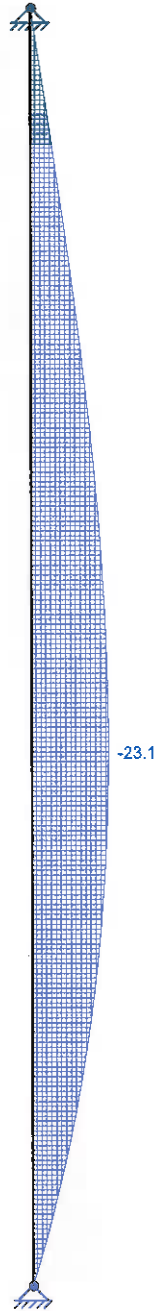
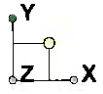
MJ

29 Palms

Tank Design  
Shear Diagram - LC 3

Jan 30, 2018 at 9:51 AM

29Palms\_Pinned\_Wall.r3d



Results for LC 3, 1.6Soil  
Member z Bending Moments (k-ft)

Kennedy/Jenks Consultants

MJ

29 Palms

Tank Design  
Moment Diagram - LC 3

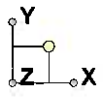
Jan 30, 2018 at 9:53 AM

29Palms\_Pinned\_Wall.r3d



## Load Combination 4

$$1.6 \text{ Soil} + 1.0 \text{ EQ}_{\text{soil}}$$



Results for LC 4, 1.6Soil + 1.0EQ\_Soil

Kennedy/Jenks Consultants

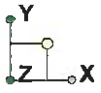
MJ

29 Palms

Tank Design  
Deflected Shape - LC 4

Jan 30, 2018 at 9:49 AM

29Palms\_Pinned\_Wall.r3d



Results for LC 4, 1.6Soil + 1.0EQ\_Soil  
Member y Shear Forces (k)

Kennedy/Jenks Consultants

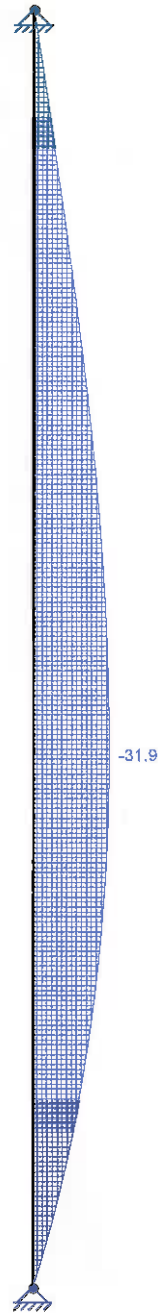
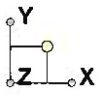
MJ

29 Palms

Tank Design  
Shear Diagram - LC 4

Jan 30, 2018 at 9:52 AM

29Palms\_Pinned\_Wall.r3d



Results for LC 4, 1.6Soil + 1.0EQ\_Soil  
Member z Bending Moments (k-ft)

Kennedy/Jenks Consultants	Tank Design Moment Diagram - LC 4	
MJ		Jan 30, 2018 at 9:54 AM
29 Palms		29Palms_Pinned_Wall.r3d

Kennedy / Jenks Consultants

By:	MJ	Date:	1/30/2018	Job #:	1772005*00
Checked by:		Date:		Project:	29 Palms Tank Assessment
Subject:	Wall Analysis - Risa Summary				

### Capacity

$$\phi V_n = 15.5 \quad [kip/ft]$$

$$\phi M_n = \begin{array}{l} \text{Outside: } 37.0 \quad [kip-ft/ft] \\ \text{Inside: } 68.7 \quad [kip-ft/ft] \end{array}$$

### Demand

Load Combination	$V_u$ (kip/ft)	$S_d \times M_u$ (kip-ft/ft) + Outside, - Inside
LC 1: 1.4 Hydro	6.2	+ 20.2
LC 2: 1.2 Hydro + 1.0 EQ <sub>hydro</sub>	9.1	+ 28.3
LC 3: 1.6 Soil	7.6	- 26.1
LC 4: 1.6 Soil + 1.0 EQ <sub>soil</sub>	10.5	- 31.9

	Capacity $\geq$ Demand	Demand/Capacity $\leq 1.0$ OKAY
$\phi V_n > V_u$	OKAY	0.68
$\phi M_n > M_u$	OKAY	Outside: 0.76
	OKAY	Inside: 0.46

### Assumptions and Notes:

1. This one-way analysis produces a result that is approximately 10% conservative.
2. The wall has been approximated to be completely pinned at the edges. However, the true behavior of the connections will have some fixity. Increasing the fixity will cause the moment diagram to shift such that the peak value will be less. Thus, this assumption is conservative.
3.  $S_d$  is not to be applied to earthquake loading combinations.  $S_d = 1.13$  for LC 1 and LC 3, per section C of this report.

### Conclusions:

From this analysis, the tank is sufficiently designed for flexural and shear responses. Furthermore, the existing interior steel braces for seismic loading are not required.

**2**

**TWENTYNINE PALMS WATER DISTRICT**  
72401 HATCH ROAD, TWENTYNINE PALMS, CA 92277-2935  
760.367.7546 PHONE 760.367.6612 FAX

TO:	BOARD OF DIRECTORS
DATE:	FEBRUARY 22, 2018
FROM:	RAY KOLISZ, GENERAL MANAGER
SUBJECT:	DISCUSSION OF ENERGY FEASIBILITY STUDY PRESENTATION BY CLIMATEC AND POSSIBLE ACTION TO MOVE FORWARD WITH CONCEPTUAL PROJECT DEVELOPMENT

**BACKGROUND AND DISCUSSION:**

The consideration of more energy efficient infrastructure to operate the District's facilities is becoming a priority to reduce our utility consumption, and develop long-term cost savings for our rate payers. The District seeks to become a leader in responsible operation of our facilities, both fiscally and environmentally.

The District has received several staff, committee and vendor recommendations for energy efficiency programs over the last few years. Staff is recommending a project that would take a comprehensive view of all that could be done where the energy savings would be used to fund the improvements. The procurement of the program will be in accordance with the District's Procurement Rules in the California administration Code promulgated by the California Government Code 4217.10 - 4217.18.

Energy performance contracts (EPC) are authorized by the California Government Code Section 4217.12, which provides that a public agency may enter into an energy services contract on such terms as the Board determines are in the best interest of the District provided that the Board makes several findings. The primary finding is that "the anticipated cost to the public agency for thermal or electrical energy or conservation services provided by the energy conservation facility under contract will be less than the anticipated marginal cost to the public agency of thermal, electrical, or other energy that would have been consumed by the public agency in the absence of those purchases." This simply means that the energy savings over a reasonable period of time generated by the project will be equal to or greater than the project costs.

Many California Public Agencies have entered into negotiated ESCO agreements over the past 30 years with various companies to replace or upgrade facilities systems to achieve energy savings. ESCO agreements are beneficial because they allow the District to complete needed facility system upgrades that generate substantial energy savings in a timely manner. This ESCO project is unique in that rather than financing the energy improvements and repaying the loan with the incremental cost savings, the

cost of the improvements will be reimbursed through previously approved funds within the existing budget, other incentives and grant funding.

Climatec, LLC is a nationally recognized energy services company that provides cost-effective solutions for energy related performance contracts. Climatec has designed quality systems for lighting, heating, ventilating, air conditioning, irrigation, and renewable solar PV, water and wastewater facilities for many years and has worked with many public agencies in the State of California.

If the Board approves in concept moving forward with the ESCO process, the General Manager will first work with the ESCO in the Detailed Audit to verify energy savings calculations and then, in conjunction with the District's legal counsel, will negotiate an Energy Services Contract with an ESCO to be brought back to the Board for final approval.

### **SCOPE OF WORK:**

The Detailed Audit starts with the findings of the Feasibility Assessment (presented to Staff February 21, 2018) and evaluates the facilities energy using systems in detail to define a variety of potential energy-efficiency improvements. This should include lighting, heating, ventilation, air conditioning (HVAC), solar PV, battery energy storage, cool roofing, pumps, motors and irrigation systems.

This study starts with a detailed analysis of energy consumption to quantify base loads, seasonal variation, and effective energy costs. From there, the study will include an evaluation of existing lighting, heating, cooling, ventilation efficiency that may affect energy performance. The process also includes detailed discussions with the facilities staff and management to explore potential problem areas.

The Detailed Audit will result in a clear and concise report and briefing with the staff and the Board describing a variety of Energy Efficiency Measures (EEMs) including no-cost and low-cost measures, modifications to system controls and facilities automation, operational changes, and potential capital upgrades. The findings will include general costs and lifecycle savings for the District to evaluate the Energy Efficiency Measures (EEMs), as well as a funding plan that will enable implementation.

The Detailed Audit will also define next steps to accomplish this analysis and decision-making through implementing a turn-key Energy Performance Contract (EPC).

### **FISCAL IMPACT:**

There is no fiscal impact at this time.

### **RECOMMENDATION:**

Staff is recommending that the Board approve in concept the utilization of an energy services contract process to complete necessary building and facility upgrades at all District facilities and authorize the General Manager to develop a formal Energy Performance Contract (EPC) with an Energy Services Company (ESCO) to be brought back to The Board at a future date for final approval. Also that the General Manager is authorized to negotiate a MOU with Climatec, LLC to begin the Detailed Audit process.



# TWENTYNINE PALMS WATER DISTRICT



Feasibility Assessment

# CURRENT CHALLENGES

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- \*Water Meter Reading Efficiency
- \*Out-of-date Systems
- \*Escalating Utility Rates
- \*Funding

# NEEDS DISCUSSION

Energy Measure / Generation Category	Description	Likely	Unlikely
Lighting	Interior LED Lighting	✓	
	Exterior LED Lighting	✓	
	LED Parking Lot Lighting	✓	
	Occupancy-based Lighting Controls	✓	
HVAC	Dual-Stage Evaporative Cooler Pilot	✓	
	New Rooftop HVAC Unit(s)		✓
	HVAC Commissioning	✓	
	HVAC Economizer Addition		✓
HVAC Controls	Testing and Balancing (TAB)	✓	
	New Building Automation System (BAS)	✓	
	Smart Water Meters	✓	
	Expand Existing Automated Data Collection Infrastructure (AMI)	✓	
Water Measures	High Efficiency Pump Motors / VFDs		✓
	Treatment Plant Process Infrastructure		✓
	SCADA Upgrades		✓
	Irrigation Controller Upgrades		✓
Generation	Solar Photovoltaic (PV) Carport Shade Structures	✓	
	Solar Photovoltaic (PV) Ground Mount	✓	
Energy Storage	Advanced Battery (Energy) Storage	✓	
	Vestibule ADA Compliance Retrofit	✓	
Building Envelope	Cool Roof		✓
	Shading Devices/ Window Films/ Window Tinting		✓

# SAMPLE SOLAR LAYOUT



# PRIMARY FUNDING SOURCES



\*Annual Electric Expenditure **\$353,413**

PROJECTED UTILITY EXPENSE  
30 YEAR ANALYSIS



## ADDITIONAL FUNDING SOURCES

---



- \*Utility Programs & Incentives
- \*State Programs & Grants
- \*Low-Interest Municipal Financing
- \*Guaranteed Savings
- \*Power Purchase Agreement

NEXT STEP



Establish Procurement Process

**3**



**RESOLUTION NO. 18-01  
RESOLUTION OF THE BOARD OF DIRECTORS  
OF TWENTYNINE PALMS WATER DISTRICT  
ADOPTING ANNUAL STATEMENT OF INVESTMENT POLICY**

**WHEREAS**, the Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (California Government Code Section 53600.6); and

**WHEREAS**, the legislative body of a local agency may invest surplus monies not required for the immediate necessities of the local agency in accordance with the provisions of California Government Code Sections 5920 and 53600 *et. seq.*; and

**WHEREAS**, the General Manager of the Twentynine Palms Water District ("District") shall annually prepare and submit a statement of investment policy and such policy, and any changes thereto, shall be considered by the legislative body at a public meeting (California Government Code Section 53646[a]).

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Twentynine Palms Water District as follows:

**Section 1. Scope of Policy:** This Investment Policy ("Policy") applies to all financial assets of the District. Funds in any deferred compensation plan and/or in a trust for retiree benefits are not included.

**Section 2. Prudence:** Investments shall be made with judgment and care, under circumstances then prevailing, including, but not limited to, the general economic conditions and anticipated needs of the District, which persons of prudence, discretion and intelligence exercise in the management of their own affairs; not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The standard of prudence to be used by investment officials shall be the "prudent investor" standard (California Government Code Section 53600.3) and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

**Section 3. Objectives:** As specified in California Government Code Section 53600.5, when investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the primary objectives, in priority order, of the investment activities shall be:

a. **Safety:** Safety of principal is the foremost objective of the Policy. Investments of the District shall be undertaken in a manner that seeks to ensure the preservation of

capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

b. **Liquidity:** The investment portfolio will remain sufficiently liquid to enable the District to meet all operating requirements that might be reasonably anticipated.

c. **Return on Investments:** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

**Section 4. Delegation of Authority:** Authority to manage the Policy is derived from California Government Code Section 53600, *et. seq.* Management responsibility for the Policy is hereby delegated to the General Manager. No person may engage in an investment transaction except as provided under the terms of this Policy. The Board of Directors shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of the General Manager or any other subordinate officials. Under the provisions of California Government Code Section 53600.3, the General Manager is a trustee and a fiduciary subject to the prudent investor standard.

**Section 5. Ethics and Conflicts of Interest:** Officers and employees involved in the investment process shall fully comply with the District's Conflict of Interest Code in the execution of this policy. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict or appear to conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

**Section 6. Authorized Financial Institutions and Dealers:** The General Manager may maintain a list of financial institutions, selected on the basis of credit worthiness financial strength, experience and minimal capitalization authorized to provide investment services. In addition, a list may also be maintained of approved security brokers/dealers selected by credit worthiness who are authorized to provide investment and financial advisory services in the State of California. No public deposit shall be made except in a qualified public depository as established by state laws.

For brokers/dealers of government securities and other investments, the General Manager shall select only brokers/dealers who are licensed and in good standing with the California Department of Securities, the Securities and Exchange Commission, the National Association of Securities Dealers or other applicable self-regulatory organizations.

Before engaging in investment transactions with a broker/dealer, the General Manager shall have received from said firm a signed certification form. This form shall attest that the individual responsible for the District's account with that firm has reviewed the District's Policy and that the firm understands the policy and intends to present investment

recommendations and transactions to the District that are appropriate under the terms and conditions of the Policy.

Where all funds of the District not placed in FDIC -insured accounts are invested through the State of California Local Agency Investment Fund (LAIF), the District need not investigate the qualifications of those financial institutions and broker/dealers with whom LAIF transacts business.

**Section 7. Authorized and Suitable Investments:**

a. **Permitted Investments:** District funds may be invested as authorized by, and subject to the limitations and special conditions of California Government Code Section 53601 *et. seq.*

b. **Prohibited Investments:** Under the provisions of California Government Code Section 53601.6 and 53631.5, the District shall not invest any funds covered by this Policy in inverse floaters, range notes, interest-only strips derived from mortgage pools or any investment that may result in a zero interest accrual if held to maturity.

**Section 8. Collateralization:** All certificates of deposits must be collateralized by U. S. Treasury obligations. Collateral must be held by a third party trustee and valued on a monthly basis. The percentage of collateralization on repurchase and reverse repurchase agreements will adhere to the amount required under California Government Code Section 53601(i)(2).

**Section 9. Safekeeping and Custody:** All security transactions entered into by the District shall be conducted on a delivery-versus-payment (DVP) basis. All securities purchased or acquired shall be delivered to the District by book entry, physical delivery or by third party custodial agreement as required by California Government Code Section 53601.

**Section 10. Diversification:** The District will diversify its investments by security type and institution. It is the policy of the District to diversify its investment portfolio. Assets shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer, or a specific class of securities. Diversification strategies shall be determined and revised periodically. In establishing specific diversification strategies, the following general policies and constraints shall apply:

a. Portfolio maturities shall be matched versus liabilities to avoid undue concentration in a specific maturity sector.

b. Maturities selected shall provide for stability of income and liquidity.

c. Disbursement and payroll dates shall be covered through maturities investments, marketable U. S. Treasury Bills or other cash equivalent instruments such as money market mutual funds.

**Section 11. Reporting:** In accordance with California Government Code Section 53646(b) (1), the General Manager shall submit to each member of the Board a quarterly investment report. The report shall include a complete description of the portfolio, the type of investments, the issuers, maturity dates, par values on current market values of each component of the portfolio, including funds managed for the District by third party contracted managers, if applicable. The report will also include a certification that (1) all investment actions executed since the last report have been made in full compliance with the Policy and, (2) the District will meet its expenditure obligations for the next six months as required by California Government Code Sections 53646(b)(2) and (3), respectively. The General Manager shall maintain a complete and timely record of all investment transactions.

**Section 12. Investment Policy Adoption:** The policy shall be adopted by resolution of the Board of Directors. The Policy shall be reviewed on an annual basis, and modifications must be approved by the Board of Directors.

**PASSED, APPROVED AND ADOPTED** this 28<sup>th</sup> day of February 2018 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

---

Kerron E. Moore, President  
Board of Directors

Attest:

---

Ray Kolisz, Board Secretary  
Twentynine Palms Water District

4

**TWENTYNINE PALMS WATER DISTRICT**  
72401 HATCH ROAD, TWENTYNINE PALMS, CA 92277-2935  
760.367.7546 PHONE 760.367.6612 FAX

TO: BOARD OF DIRECTORS  
DATE: FEBRUARY 22, 2018  
FROM: RAY KOLISZ, GENERAL MANAGER  
SUBJECT: REVIEW AND CONSIDERATION TO ADOPT RESOLUTION 18-02  
UPDATING THE TWENTYNINE PALMS WATER DISTRICT'S  
EMPLOYEE MANUAL

**BACKGROUND AND DISCUSSION**

An employee handbook is a valuable document that not only informs employees of the company's policies and expectations, but it also can provide the company with protection against potential employee lawsuits and other complaints. An up-to-date, employee handbook is a strong line of defense to minimize both litigation and liability. Federal and State laws change over time and it is important that the District's employee manual keep up to date with these changes. The current employee manual has not been updated since 1997 and the District has been working with Regional Government Services (RGS) to update the employee manual.

The draft employee manual presented to the Board tonight has been reviewed by legal counsel and representatives of the employee's union.

**RECOMMENDATION**

Staff recommends to Approve and Adopt Resolution 18-02 Updating the Twentynine Palms Water District's Employee Manual.

**RESOLUTION NO. 18-02**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TWENTYNINE PALMS WATER DISTRICT  
APPROVING AN AMENDED AND UPDATED  
EMPLOYEE MANUAL**

**WHEREAS**, the Twentynine Palms Water District ("District") currently maintains the Twentynine Palms Water District Employee Manual ("Employee Manual") for the benefit of its employees;

**WHEREAS**, the Employee Manual sets forth the District's personnel rules, regulations and policies and governs the terms of employment for all individuals employed by the District;

**WHEREAS**, on September 24, 1997, the District's Board of Directors first adopted the current Employee Manual; and

**WHEREAS**, the District and its Board of Directors now desires to update and amend the Employee Manual.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Twentynine Palms Water District that the Employee Manual, attached to this Resolution as Attachment A, is hereby approved.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED AND ADOPTED** this 28<sup>th</sup> day of February 2018 by the following vote:

Ayes:  
Noes:  
Abstain:  
Absent:

---

Kerron E. Moore, President  
Board of Directors

Attest:

---

Ray Kolisz, Board Secretary  
Twentynine Palms Water District

Attachment A -- Twentynine Palms Water District Employee Manual

**TWENTYNINE PALMS WATER DISTRICT  
EMPLOYEE MANUAL**

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## INTRODUCTION

### AUTHORITY & RESPONSIBILITY

In an effort to provide the best quality and most economic water service possible to the customers of the Twentynine Palms Water District, the Board of Directors requires that the General Manager promote a comprehensive Employee Management Program.

This Employee Management Program shall promote and encourage a safe and efficient work environment and work habits; permit employee evaluations to accurately depict the level of efficient and safe work performance; and strictly prohibit acts of violence, unlawful use of drugs and/or alcohol, sexual harassment, discrimination of any kind, acts that violate establishing and maintaining a harmonious work place or any other action that would undermine the reputation and productivity of the District. The General Manager will ensure that the subject program is documented in an Employee Manual.

The Board of Directors establishes policies for the District and is the governing body of the District. The Board supervises District management to ensure that said policies are implemented pursuant to the Board's desires.

The Board has the authority to appoint certain officers including the General Manager. The General Manager has full charge and control of the maintenance, operation, and construction of the District's water system and other facilities, as well as personnel and other District operations. The Board does not have the authority or responsibility for personnel decisions, including but not limited to disciplinary matters involving personnel, other than the General Manager and other officers of the Board.

The General Manager has full power and authority to employ and discharge all employees and other agents and to prescribe the duties of employees and agents. In addition, the General Manager has the authority to fix and alter the compensation of employees and agents subject to approval of the Board.

The Operations Manager, as defined in this Manual, shall act in full authority as the General Manager in the General Manager's absence, upon specific delegation by the General Manager. Department Managers shall oversee their appropriate departments for policy compliance including, but not limited to, personnel evaluation, equipment, budget and operations.

### PURPOSE OF DISTRICT EMPLOYEE MANUAL

This Employee Manual was adopted pursuant to Resolution 18-02, passed by the Board of Directors of the Twentynine Palms Water District on February 28, 2018. It supersedes the Employee Manual adopted by the District Board of Directors on September 24, 1997. The intent of this Manual is to set forth the District's personnel rules, regulations and policies. This Manual may be amended by the Board of Directors at any time. This Manual serves as a resource for management and staff in determining the manner in which matters of employment are to be conducted.

# **EMPLOYEE HANDBOOK**

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If any provision of this Manual is in conflict with rules, regulations or statutes having authority over the Twentynine Palms Water District, said rules, regulations or statutes shall prevail.

This Manual is not an employee contract, but intended to provide employees with certain guidelines regarding employment with the District. The District, adheres to the policy of employment-at-will, which permits the District or the employee to terminate the employment relationship at any time, for any reason. Neither the policies contained in this employee manual, nor any other written or verbal communication by a manager, are intended to create a contract of employment or a warranty of benefits. The policies contained in this manual may be added to, deleted, or changed at the sole discretion of the District, in accordance to state and federal labor codes, with the exception of the employment-at-will policy. All employees are hired on an "at will" basis unless employed under a written contract stating otherwise.

This Manual is not meant to exhaustively cover all situations, terms or conditions of employment. It is designed as an overview of the employer-employee relationship and to provide guidelines for dealing with situations in the workplace.

## **EMPLOYMENT POLICIES & PRACTICES**

### **EQUAL EMPLOYMENT OPPORTUNITY**

It is the continuing policy of the District to provide equal employment opportunities for all individuals who have the necessary qualifications with respect to recruitment, hiring, performance appraisal, promotion, training, termination, compensation, or other personnel-related activities regardless of the actual or perceived ancestry, race, color, religion, sex, gender, gender identification, gender expression, national origin, disability, medical condition, marital status, age, genetic information, sexual orientation preference, or veteran/military status. All employee decisions will be based upon policies and practices that further the principles of equal employment opportunity.

Every member of management is held responsible for assuring non-discrimination in employment opportunities. In addition, all staff members, regardless of position, share in the responsibility of maintaining a discrimination-free work environment.

### **EMPLOYMENT**

All employees are hired on an "at will" basis, unless employed under a written contract stating otherwise or are employed in a position subject to the conditions contained in a written collectively bargained Memorandum of Understanding between the District and a recognized employee organization. This means that you may resign at any time and that the District may terminate you at any time, with or without cause.

Any offer of employment will be conditioned upon a designation of "medically qualified" through a pre-employment physical exam and other conditions set forth in the recruitment bulletin and/or offer letter.

## **JOB DESCRIPTIONS AND ORGANIZATIONAL CHART**

The General Manager shall prepare and maintain an organizational chart, which delineates lines of authority for the purpose of clarifications and public information. The position title used in the organizational chart will be the official designation of an individual position or classification.

A job description will be a written record providing the title and definition of a position, a listing of illustrative examples of the essential job functions performed, and the qualifications necessary to be considered for appointment. Job descriptions will be descriptive and explanatory but not restrictive, and will not be construed as limiting the assignments or duties of any position; nor will they limit or modify the power of the appointing authority to direct and control the work of employees under his/her supervision.

A full directory of all current job descriptions including the current organizational chart is a separate and detailed document under a separate cover and is incorporated herein by name. The job descriptions and organizational chart may be updated from time to time.

## **PRE-EMPLOYMENT MEDICAL EXAMINATION**

All applications for employment shall contain a statement to applicants advising them that the selection process includes taking and passing a pre-employment medical examination. The examination shall include testing for the presence of health problems, which may interfere with their prospective job performance or be detrimental to employees or the public.

After a conditional offer for employment has been made, applicants shall be required to sign consent forms authorizing the examination and release of the examination results. Any applicant who refuses to sign the consent form or to submit to the medical examination shall not be considered for employment.

All medical examinations and the results thereof shall be approved by the General Manager. Examination results are confidential and shall be used solely for assistance in the District's determination for employment and will not be released except to the General Manager, the applicant upon request, or if the examining physician determines that a medical problem should be brought to the applicant's attention.

If a required medical examination reveals a medical problem that is recommended by the examining physician to be investigated further, any such investigation and/or follow-up procedures shall be paid for by the applicant.

## **DISABILITY AND THE INTERACTIVE PROCESS**

Under California law, disability is defined as an impairment that makes the performance of a major life activity difficult. The District provides reasonable accommodation to applicants and employees who, because of their disability, are unable to perform the essential functions of their job. When an applicant or employee is in need of a reasonable accommodation for a disability, the District will engage in an interactive process to determine if there is a reasonable

# **EMPLOYEE HANDBOOK**

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accommodation that will allow the applicant or employee to obtain or maintain his/her employment with the District.

## **MERIT SYSTEM POLICY**

The Board of Directors has determined that it is in the best interests of the public that all personnel be employed, promoted, demoted, disciplined or terminated based upon their job performances. Individuals will be hired based upon their qualifications for a particular position or job classification and they will be expected to perform the duties required and fulfill the responsibilities of that position.

The District's merit personnel system will attempt to be as flexible as possible to provide for the needs and requirements of each employee, but the primary purpose of the merit system is to provide service to the public in an efficient and economical manner.

## **EMPLOYEE STATUS**

### **1. Full-Time Regular Employee**

Defined as employees who have successfully completed their introductory period and are assigned a definite work schedule of at least 30 hours per week and their employment is expected to continue for an indefinite period of time. Full-time regular employees are eligible for employee benefits as described later in this Manual. Full-time employees that work less than 40 hours per week, but 30 or more hours per week, will have benefits pro-rated according to the number of hours worked, in accordance with the policies and requirements of benefit vendors.

### **2. Part-Time Regular Employee**

Defined as employees who have successfully completed their introductory period and are assigned a work schedule of less than 40 hours per week and it is expected to continue for an indefinite period of time. Part-time regular employees may be eligible for vacation, sick leave, and holiday benefits as described later in this Manual.

### **3. Temporary Employee**

Defined as employees who are hired by the District to work within any job classification for only the duration of a specific work assignment. Such a work assignment may range from one (1) day to the completion of a specific project(s). The temporary employee is eligible for vacation and sick time accrual following completion of working each full payroll period. The temporary employee shall be eligible for health benefits on the first of the month following completion of two (2) full calendar months of employment. The temporary employee shall be eligible for PERS contributions and health benefits, if the work assignment is estimated to be longer than six (6) months or the person works 1,000 hours in a fiscal year. Leave during which the member is excused from working and paid vacation, sick leave, etc., is included in the 1,000 hours.

## 4. Introductory Employee

Defined as newly hired employees whose fitness for the position into which they are hired is closely monitored and assessed during a six-month introductory period. Employees who successfully complete the introductory period are moved into Regular Employee status. Introductory employees may be released during the introductory period without cause.

## 5. Exempt/Non-Exempt Employee

Employees whose jobs are governed by the FLSA are either "exempt" or "non-exempt." Non-exempt employees are entitled to overtime pay. Exempt employees are not. Most employees covered by the FLSA are non-exempt. Some jobs are classified as exempt by definition. For most employees, however, whether they are exempt or non-exempt depends on (a) how much they are paid, (b) how they are paid, and (c) what kind of work they do. The requirements to determine this status are outlined in the FLSA Regulations (promulgated by the U.S. Department of Labor).

## 6. At-Will Employee

Defined as employees who serve at the pleasure of the District and may be terminated at any time for cause or without cause.

## RESIGNATION AND EXIT INTERVIEW

An employee who makes the decision to resign from the District, should so advise his or her supervisor as soon as possible. All resignations are to be written and signed by the employee specifying the last date of employment. Resignations may be withdrawn only with the approval of the General Manager.

In an effort to gain valuable information from the employee's perspective and efforts toward operational improvement, the District will request an exit interview to be completed by the departing employee and submitted to the General Manager no later than the last day of employment.

## LAYOFFS

Any position of employment may be eliminated and the employee holding such position may be laid off or demoted in the event the District Board adopts a policy for a reduction in the District workforce. Employees represented by a recognized employee organization will be laid off in accordance with the layoff procedure set forth in the Memorandum of Understanding in effect at the time of the District Board action.

Following the Board's adoption of a reduction-in-force policy, non-represented employees to be laid off shall be given at least twenty (20) calendar days' prior notice of the effective date of the layoff and the opportunity to discuss the layoff with a supervisor.

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## **DISMISSAL**

An at-will employee may be dismissed at any time with or without cause. An employee may be dismissed from his or her position by the Department Manager, under the authority, and with prior approval, of the General manager, for disciplinary reasons.

## **ABOLITION OF POSITION**

Whenever, in the judgment of the General Manager, it becomes necessary in the interest of economy or because the necessity for the position or employment involved no longer exists, the General Manager may abolish any position. The action of the General Manager is final and conclusive and shall be implemented in accordance with the provisions regarding layoffs as set forth in this Manual.

## **CONTINUITY**

In regard to introductory and full-time employees in all classifications, length of continuous service with the District will be used as the basis for determining benefits such as vacation time scheduling.

Length of continuous service shall be one of a number of factors taken into account in regard to potential promotions, demotions and layoffs. Continuous service with the District will start with the date of employment and will continue until one of the following occurs:

- a. An employee is discharged by the District.
- b. An employee voluntarily terminates his/her employment.
- c. An employee is laid off.

Continuity of an employee's service will not be broken by absence for the following reasons, and his/her length of service/seniority will accrue for the period of such absence:

- a. Absence by reason of industrial disability.
- b. Authorized absence without pay for less than thirty (30) days in a calendar year.
- c. Absences governed by applicable state and/or federal laws such as the Family and Medical Leave Act and the Uniformed Services Employment and Reemployment Act.

## **GRIEVANCE PROCEDURE**

The purpose of this policy is not to replace, but to supplement the routine methods of responding and settling employee problems and grievances. If these routine methods fail to resolve an issue, this policy provides a formal procedure for addressing grievances by an employee who claims that he/she has been affected by a violation, misapplication, or misinterpretation of a law, District policy, rule, regulation or instruction. Grievance procedures contained in employment contracts or a Memorandum of Understanding in effect for employees represented by a recognized employee organization will be followed for employees who are parties to these written contracts with the District. Grievance procedures do not apply to disciplinary matters and the specific procedures that apply to said matters.



## EMPLOYMENT OF RELATIVES

It is the policy of Twentynine Palms Water District to seek for its staff the best possible candidates through appropriate search procedures. There shall be no prohibition to appointment of close relatives in any staff category in different departments so long as the following requirements are met:

No employee shall vote, make recommendations, or in any way participate in decisions about any personnel matter which may directly affect the selection, appointment, promotion, termination, other employment status, or interest of a close relative.

For the purpose of this policy, "close relative" is defined as spouse, registered domestic partner, parents, children, foster or step-children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law or any other person who is a legal dependent of the employee.

Close relatives of employees and persons with whom employees reside will not be eligible for employment within the same department, division, or facility when potential problems of supervision, safety, security, or morale exist, or if personal relationships may create an actual or potential conflict of interest, cause disruption, or create a negative or unprofessional work environment.

If two employees become subject to the restrictions of this policy after they are hired, one or both must seek a transfer that eliminates the actual or potential conflict of interest. If transfer is not an option, the decision as to which of the employees will remain in the employ of the District must be made by the two employees within thirty (30) days of becoming subject to the restrictions of this policy. If no decision is reached, both employees will be terminated.

## VISITOR POLICY

The public areas of the District office are intended for use by customers and the public for conducting business with the District. Visits from family or friends to District premises shall be limited to situations of extreme necessity and should not become a regular occurrence.

Due to potential insurance and liability issues, employees shall not meet with family or friends or otherwise use District premises, including District vehicles for any non-District business except in the case of extreme necessity as mentioned herein. This prohibition applies regardless of whether or not the employee is on duty.

## WORKING CONDITIONS

### Hours of Business

The District office will be open for business from 7:30 a.m. to 5:00 p.m. on all days of the year except Saturdays, Sundays and designated holidays.

# EMPLOYEE HANDBOOK

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## Hours of Work

The regular hours of work each day shall be consecutive hours in a 24-hour period, except for interruptions at meal periods.

The workday for Field Personnel is 7:00 a.m. to 3:30 p.m. The workday for Office Personnel will be distributed between 7:15 a.m. and 5:15 p.m. The specific times for work breaks and lunch breaks for office and field personnel shall be determined by the employee's supervisor and shall be subject to change.

The General Manager may direct or allow an employee to work a different schedule when the General Manager determines that the best interest of the public and the needs of the employee may both be served.

All full time regular employees will be required to work a minimum of 40 hours per week. One fifteen-minute work break will be provided to be taken approximately midway through the first half of the work shift and one to be taken approximately midway through the second half of the work shift. Breaks shall be structured so that District business and service to the public are not disrupted. Rest break time cannot be accumulated.

A lunch period is up to 60 minutes. If an extended time exceeding 60 minutes is needed on occasion, this must be approved in advanced by the employee's supervisor. Lunch periods may be waived only if the total hours worked in that day will not exceed six hours.

The work week shall consist of seven (7) consecutive days from 12:01 o'clock A.M. Sunday, through midnight Saturday. Departments may have different work days to accommodate service and job requirements.

## Uniforms & and Protective Clothing

The cost of such uniforms and/or protective clothing, shoes, etc., that employees are required to wear shall be borne by the District. At the discretion and with prior approval of the District, qualifying employees may be reimbursed, upon proof of purchase, for specific items required by the District and/or to meet safety requirements. In addition, the District may, at its discretion, make arrangements with retailers to provide qualifying employees with such items and then to bill the District for same.

When an employee for whom said uniforms, clothing, shoes, etc., were purchased or reimbursed is terminated for any reason prior to completing three (3) continuous months of service after said purchase, the employee shall return such items or a portion of the cost of said items shall be retained from his/her final payment. That portion retained shall be a percentage of the total cost of said items equal to 100% less the ratio of the amount of time worked to three (3) continuous months of regular work.

## Tools and Equipment

Tools and equipment belonging to the District shall remain on property and are to be used for District business purposes only. The use of tools and equipment for the conduct of outside work

is **strictly prohibited**. Employees who are assigned to utilize such property are to operate and maintain it in accordance with its intended use and established procedures. All tools and equipment must be returned to the District prior to an employee's voluntary termination or retirement. An employee who is dismissed involuntarily is to return District items in his/her possession immediately upon notification of termination.

### **Use of Tobacco and E-Cigarette Products Within the District**

In the best interest of the health and safety of Employees and the general public, the smoking and use of tobacco and e-cigarette products shall be prohibited within District buildings and other confined spaces on any District property including, but not limited to, District vehicles.

The successful implementation of this policy depends upon the thoughtfulness, consideration and cooperation of smokers and non-smokers. All individuals on District premises share in the responsibility of adhering to this policy.

All District employees will be responsible for advising members of the public who are observed smoking tobacco or using e-cigarette products within District premises of the District's policy on the matter. Said individuals shall be asked by staff to refrain from smoking. Members of the public who refuse to comply with this policy may be asked to leave District premises.

District employees who violate this policy will be subject to disciplinary action.

### **Access to Personnel Records**

California law provides that current and former employees (or a representative) have the right to inspect and receive a copy of the personnel files and records that relate to the employee's performance or to any grievance concerning the employee. Inspections will be allowed at reasonable times and intervals, within 30 calendar days from the date the Office Manager receives a written request. Upon a written request from a current or former employee, or a representative, the District will provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, not less than 30 calendar days from the date the employer receives the request.

To facilitate the inspections, the District will: (1) maintain a copy of each employee's personnel records for a period of not less than three years after termination of employment, (2) make a current employee's personnel records available for inspection, and if requested by the employee or his/her representative, provide a copy at the place where the employee reports to work, or at another location agreeable to the District and the requester. If the employee is required to inspect or receive a copy at a location other than the place where he or she reports to work, there will be no loss of compensation to the employee, (3) make a former employee's personnel records available for inspection, and if requested by the employee or representative, provide a copy at the location where the employer stores the records, unless the parties mutually agree in writing to a different location.

The District is not required to make those personnel records or a copy available at a time when the employee is actually required to render service to the district, if the requester is the employee. The District is required to comply with only one request per year by a former employee to inspect or receive a copy of his or her personnel records. A former employee may receive a copy by mail if he or she reimburses the District for actual postal expenses.

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If a former employee seeking to inspect his or her personnel records was terminated for a violation of law, or an employment-related policy, involving harassment or workplace violence, the District may comply with the request by doing one of the following: (1) making the personnel records available to the former employee for inspection at a location other than the workplace that is within a reasonable driving distance of the former employee's residence, (2) providing a copy of the personnel records by mail.

The right to inspect personnel files and records does not apply to records relating to the investigation of a possible criminal offense, letters of reference, or ratings, reports, or records that (a) were obtained prior to the employee's employment, (b) were prepared by identifiable examination committee members, or (c) were obtained in connection with a promotional exam.

The right to inspect personnel files does not apply to an employee covered by a valid collective bargaining agreement if the agreement expressly provides for all of the following: (1) the wages, hours of work, and working conditions of employees, (2) a procedure for the inspection and copying of personnel records, (3) premium wage rates for all overtime hours worked, (4) a regular rate of pay of not less than 30 percent more than the state minimum wage rate.

The District will give an employee or job applicant, upon request, a copy of any instrument that the employee or applicant has signed relating to the obtaining or holding of employment.

The District will allow current and former employees to inspect or copy payroll records pertaining to that current or former employee. If the District receives a written or oral request from a current or former employee to inspect or copy his or her payroll records the District will comply with the request within 21 calendar days from the date of the request.

The District is required to keep accurate payroll records on each employee, and such records will be made readily available for inspection by the employee upon reasonable request.

All employers in California must provide employees or their representative(s) access to accurate records of employee exposure to potentially toxic materials or harmful physical agents.

Employment records may be subpoenaed from a current or former employer by a third party. If employment records are subpoenaed, the employee will be notified and he/she has the right to object to production of the records.

## **EMPLOYEE CONDUCT**

### **Standards of Conduct**

All actions of employees shall be governed by reasonable rules of conduct as set forth in this Manual. The intent of these standards of conduct is to work toward the protection of their rights and safety of all employees and members of the public as well as to provide for the efficient operation of the District. The following is a non-exclusive list of the more common reasons or offenses for disciplinary action.

1. Action contrary to personnel rules and regulations of the District.
2. Inefficiency or incompetence.

3. Willful disobedience or insubordination.
4. Dishonesty.
5. Violation of the District's drug and alcohol policies.
6. Possession and/or use of a firearm or other weapon on District premises, in a District vehicle, or while engaged in District business.
7. Disorderly or illegal conduct which adversely affects job performance or fitness for his/her job.
8. Discourteous treatment of the public or fellow employees while on the job, which adversely affects job performance or fitness for his/her job.
9. Conviction of a felony, which adversely affects job performance or fitness for his/her job.
10. Absence without leave for three (3) or more consecutive working days.
11. Neglect of duty.
12. Action incompatible with, or not in the best interest of public service, which adversely affects job performance or fitness for his/her job.
13. Failure to follow safe working practices or failure to report promptly any injury.
14. Theft or willfully destroying or damaging any property of the District, its customers, visitors or personnel.
15. Fighting with fellow employees.
16. Entering time on another employee's time card, or requesting another person to enter time on your time card.
17. Entering time In and Out on a time card at times other than those authorized.
18. Discussing personal and/or personnel problems with customers at the workplace and/or during working hours.
19. Soliciting or accepting tips/gifts for District services.
20. Disclosing anything of a personal nature concerning a customer or employee unless the specific work duties require the giving or exchanging of such information.
21. Violation of Federal, State or local laws.
22. Failing to exercise proper custodial responsibility of District keys or property.
23. Failure to notify your supervisor if you leave your job or premises during working hours.
24. Consuming food or beverages at unauthorized times or in unauthorized places.
25. Selling tickets or chances on pools or raffles, or gambling on District premises.
26. Unauthorized posting of notices or literature on District premises.
27. Soliciting, collecting funds and/or circulating literature of any nature on District property during working hours without the approval of the Manager.
28. Conducting personal business on District time.
29. Using the District tools and equipment for personal matters.
30. Taking more than the specified time for meals or rest breaks.
31. Unauthorized attendance or participation in meetings or gatherings during working hours.
32. Altering, falsifying or making a willful misstatement of facts on any District record or chart, job or work record, or employment application.
33. Misrepresenting reasons when applying for a leave of absence or for other time off work.
34. Failure to withdraw from, or to report, outside activities or interests, which are covered by codes and laws that reflect a conflict of interest, which would detract from, or adversely affect, the interest of the District.
35. Unacceptable personal hygiene and grooming.

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36. Sleeping on the job, intentional slowdown of work, intentional disruption of the work force, or loafing during working hours.
37. Scheduling off-duty time or vacation without the express consent of the supervisor.
38. To engage in any form of other employment during District working hours.

### **Conflict of Interest/Outside Employment**

It is the policy of the District that all employees should avoid any activity, practice, secondary employment, or action that has the potential for creating a conflict between one's personal interest and one's employment with the District.

### **Acceptance of Gifts**

As a general rule, all gifts to elected officials, officers, employees and family members from vendors, contractors and consultants are forbidden. Laws governing the acceptance and reporting of gifts are contained in the Political Reform Act found in the Government Code. Elected officials and designated employees required to file Statements of Economic Interest should refer to the District's Conflict of Interest Code on file at the District. Acceptance of plaques and commemorative mementoes, of nominal value, or of value only to the recipient, is permissible.

### **Entertaining and Acceptance of Entertainment**

Acceptance of meals, travel, lodging and entertainment from vendors, contractors and consultants is prohibited for elected officials, officers and employees or their immediate family. Elected officials, officers, and employees who must, for business purposes, dine and/or entertain vendors, contractors or consultants, shall do so at their own expense. Reimbursements of such expenses shall be subject to approval and shall be limited by the District's procedures for expense reimbursement.

### **Outside Employment/Incompatible Activities**

No employee shall, directly or indirectly, give, offer, or promise anything of value to any representative of any organization in connection with any transaction or business the District may have with the organization.

Officers and employees shall not engage in any employment or activity which is incompatible with his/her duties as an officer/employee of the District.

Incompatible activities that involve the potential for conflict of loyalties between duties as an officer/employee of the District and the outside employment/activity include the following:

- Use of District time, facilities or the prestige and influence of his/her position for private gain.
- Performance of an act in other than his/her capacity as an officer/employee where such an act may later be subject, directly or indirectly, to the control or inspection of any other officer/employee of the District.
- Such time demands as would render performance of his/her duties as an officer/employee to be less efficient.

- Use/disclosure of confidential information for private gain or use/disclosure that is not for the purpose or interest of the District.

Any officer/employee desiring to engage in outside employment or activity shall first obtain approval from the General Manager. The officer/employee shall submit a statement naming the prospective employers or group and outlining the proposed duties and hours of work. Approval may be denied if, in the discretion of the General Manager, such outside employment/activity is incompatible, pursuant to the factors set forth above, with the proper discharge of the officer's/employee's official duties. Said approval may be reconsidered and withdrawn at any time under the discretion of the General Manager for the reasons and factors set forth above.

In the event the General Manager determines there has been a violation of this policy against incompatible activities, the officer/employee shall receive notice of the violation, proposed disciplinary action, and the right of appeal pursuant to the provisions of the Conflict of Interest Code, this Manual, and/or state law/regulation, whichever is applicable.

### **Unlawful Discrimination and Harassment Policy**

The Twentynine Palms Water District is committed to providing a work environment free of unlawful discrimination, harassment, and retaliation against employees who report or complain of such unlawful behavior. District policy prohibits sexual harassment and harassment based on medical conditions, race, religious creed, color, national origin or ancestry, physical or mental disability, marital status, age, sex, (including gender identity, sexual orientation, and pregnancy), genetic information or any other basis protected classes specified by federal, state or local law or ordinance or regulation. **All such harassment is unlawful.**

The District's anti-harassment policy applies to all persons involved in the operation of the District, including management and co-workers.

Sexual harassment is sexual behavior that is illegal, unwelcome, and personally offensive. Specifically, in regard to sexual harassment of employees, the regulations of the Fair Employment and Housing Commission of the State of California defines sexual harassment as unwanted sexual advances, or visual, verbal or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- a. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- b. Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings, gestures, email, text messages, or social media.
- c. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis;
- d. Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; and

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- e. Retaliation for having reported or threatened to report harassment.

If an employee believes he/she has been unlawfully harassed by another employee, the employee should tell him or her that the employee finds such behavior offensive, that such behavior is against the District's policy, and ask him or her to immediately stop the behavior. It is important to let fellow employees know when an employee considers such behavior offensive, as the District hires people from a variety of cultural and ethnic backgrounds, and that person may not realize that behavior he or she thinks is proper could be seen by others as offensive.

If an employee believes that he/she has been unlawfully harassed, the employee should provide an oral or written complaint to his/her own or any other supervisor/manager or to the General Manager as soon as possible after the incident. The complaint should include details of the incident or incidents, names of the individuals involved and names of any witnesses. All incidents will be submitted to the General Manager who will promptly undertake an effective, thorough and objective investigation of the harassment allegations. If the General Manager is the person accused of unlawful harassment, an appropriate replacement will be designated to undertake the investigation.

If the District determines that unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the District to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to and including termination. All parties concerned will be advised of the results of the investigation.

All employees are encouraged to report any incidents of harassment immediately so that complaints can be quickly and fairly resolved.

Employees should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency.

### **Workplace Violence**

The District's policy is to promote a safe environment for our employees and the visiting public, and to work with our employees to maintain a work environment that is free from violence, harassment, intimidation, and other disruptive behavior. Violence or threats of violence in any form is unacceptable behavior. Violence in any form will not be tolerated and will be dealt with appropriately. Employees at all levels are encouraged to report threatening or intimidating behavior to the appropriate authorities. All claims of workplace violence will be investigated and immediate action will be taken to remedy the situation.

### **Drug & Alcohol Abuse Policy**

The District has a vital interest in maintaining safe and efficient working conditions for its employees. Substance abuse is incompatible with health, safety, efficiency and service to the public. Employees who are under the influence of alcohol or drugs on the job compromise the District's interests. They endanger their own health and safety, as well as the health and safety of



others. In addition, they can cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for wo-workers, behavior that disrupts other employees, delays in the completion of jobs, and disruption of service to the public. The district is required to comply with the United States Department of Transportation (DOT) regulations implementing the Federal Omnibus Transportation Employee Testing Act of 1991.

Any employee is prohibited from engaging in the unlawful manufacture, distributing, dispensing, possession, use of or being under the influence of a controlled substance or alcohol on District premises, in District vehicles or while conducting District business off the premises. Violation of this policy shall be grounds for disciplinary action, up to and including termination. All employees are required to abide by this policy.

Under the Drug Free Workplace Act, all District employees are required to notify the District of any criminal drug conviction for a violation occurring in the workplace or during a District-related activity or event no later than five days after the conviction. When required by federal law, the District will notify any federal agency with which it has a contract of any employee who has been convicted under a criminal drug statute for a violation occurring in the workplace.

An employee shall notify his/her supervisor of his/her use of any drug prescribed by a physician which could affect the employee's work performance. For the purpose of applying this policy, being under the influence of drugs, alcohol and/or other controlled substances means being impaired in any way from fully and proficiently performing job duties and/or having a detectable amount of said substances in one's body.

The decision to discipline or terminate an employee found to have used and/or be under the influence of drugs, alcohol and/or other controlled substances during working hours may, in the discretion of the General Manager, be held in abeyance pending said employee's attempt at rehabilitation. Discipline or termination that is waived or held in abeyance pending rehabilitation should be done on the condition, set forth in writing, that the employee successfully complete an approved rehabilitation program and faithfully comply with maintenance and therapeutic measures (e.g., attendance at AA or NA meetings).

Desks, lockers and other storage areas are provided by the District for the convenience of the employee but always remain the property of the District. The District retains the right to inspect said items and areas at any time without prior notice.

In addition, the District reserves the right to require any employee to open a tool box, lunch box, lunch pail, parcel, package or purse. The employee's condition of employment and failure to cooperate shall be grounds for disciplinary action, including termination. Any employee who does not wish to have such items or areas inspected should not bring them onto District premises.

### **Safety-Sensitive Employees required to Have Commercial Driver's License**

Employees in safety-sensitive positions who are required to maintain Commercial Driver's Licenses of Class A, B or any license with a hazardous materials endorsement, shall be required to participate in the Federal Omnibus Transportation Employee Testing Act of 1991. This program is incorporated herein by name and reference.

# EMPLOYEE HANDBOOK

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## Drug and Alcohol Testing

Pursuant to DOT regulations, the District has implemented six types of drug and alcohol testing for employees assigned to safety sensitive positions: (1) pre-employment (drug testing only); (2) reasonable suspicion; (3) post-accident; (4) random; (5) return-to-duty; and (6) follow-up.

1. Pre-employment. All applicants for driving positions must submit to urine drug tests. A Covered employee/applicant is not required to submit to a urine drug test if: (1) the District can verify that the Covered Employee has participated in a valid drug testing program within the preceding thirty (30) days; (2) while participating in that program, was either tested within the past six (6) months or participated in a random selection program for the previous twelve (12) months; and (3) no prior employer has knowledge that the Covered Employee violated any part of the regulations within the last six months.
2. Reasonable Suspicion Testing. Reasonable suspicion for requiring a Covered Employee to submit to drug and/or alcohol testing shall be deemed to exist when a Covered Employee manifests physical or behavioral symptoms or reactions commonly attributed to the use of controlled substances or alcohol. Such conduct must be witnessed by at least one supervisor trained in compliance with current federal regulations. Should a supervisor observe such symptoms or reactions, the Covered Employee must submit to testing.
3. Post-Accident Testing. The Covered Employee must submit to drug and alcohol testing any time he/she is involved in an accident where: (1) a fatality is involved; or (2) the Covered Employees receives a citation for a moving violation arising from the accident, and any party involved requires immediate treatment for an injury away from the accident scene, or if any vehicle involved incurs "disabling damage" (i.e. must be towed away). Following any accident, the Covered Employee must contact the District as soon as possible. The Covered Employee will be presented with an information card setting forth certain instructions for post-accident drug and alcohol testing. The Covered Employee shall follow the instructions contained on the information card as well as any additional instructions from the District or its representatives.

Any time a post-accident drug or alcohol test is required, it must be performed as soon as possible following the accident. If no alcohol test can be made within eight (8) hours, attempts to perform an alcohol test shall cease. If testing is not done, the reasons for not testing will be documented. If no urine collection can be obtained for purposes of post-accident drug testing within thirty-two (32) hours, attempts to make such collection shall cease.

In the event that federal, state, or local officials conduct breath or blood tests for the use of alcohol and and/or urine tests for the use of controlled substances following an accident, these tests may meet the requirements of this section, provided the tests conform to applicable federal, state, or local requirements. The District may request testing documentation from such agencies, and may ask the employee to sign a release allowing the District to obtain such test results.

In the event a Covered Employee is so seriously injured that the Covered Employee cannot provide a sample of urine, breath or saliva at the time of the accident, the Covered employee must provide necessary authorization for the District to obtain hospital records or other documents that would indicate the presence of controlled substances or alcohol in the Covered Employee's system at the time of the accident.

4. **Random Testing.** The District is required to conduct random drug and alcohol testing of Covered employees. Random selection provides an equal chance for each Covered employee to be selected each time random selection occurs. Random selections will be reasonably spread throughout the year. The District will test, at a minimum 50 percent of the average number of Covered Employee positions in the employer consortium in each calendar year or at a rate established by the DOT for a given year. The district will select, at a minimum 10 percent of the average number of Covered Employees positions in the employer consortium in each calendar year for random alcohol testing, or at the rate established by the DOT for the given year. Random selection, by its very nature, may result in Covered employees being selected in successive selections or more than once per calendar year. Alternatively, some Covered Employees may not be selected in a calendar year.

If a Covered Employee is selected at random, for either drug or alcohol testing, A District official will notify the Covered employee. Once notified, every action the Covered Employee takes must lead to a collection. If the Covered Employee engages in conduct that does not lead to a collection as soon as possible after notification, such conduct may be considered a refusal to test.

5. **Substance Abuse Evaluation, Return to Duty and Follow-up Testing.** Any covered Employee who engages in prohibited conduct shall be provided with the names, addresses, and telephone numbers of qualified substance abuse professionals (SAPs). If the Covered employee desires to become requalified, the Covered Employee must be evaluated by a SAP and must submit to any treatment the SAP prescribes. Following evaluation and treatment, if any, in order to become requalified, the Covered Employee must submit to and successfully complete a return-to-duty drug and/or alcohol test. Such Covered Employee may also be subject to follow-up testing. Follow-up testing is separate from and in addition to the District's reasonable suspicion, post-accident, and random testing procedures. The schedule for follow-up testing shall be unannounced and in accordance with the instructions of the SAP. Follow-up testing may continue for a period of up to sixty (60) months following the Covered Employee's return to duty. No fewer than six (6) tests shall be performed on the first twelve (12) months of follow-up testing. The cost of any SAP evaluation or prescribed treatment shall be borne by the Covered Employee.

### **Other Safety-Sensitive Employees**

Other Safety-Sensitive employees include those who apply for promotion to, or are in, positions including, but not limited to, the operation of dangerous or heavy equipment and the handling of hazardous or otherwise dangerous materials. Such employees may be subject to reasonable suspicion, random and post-accident testing as described above.

## **Procedures for Reasonable Suspicion, random and Post-Accident Testing**

1. **Reasonable Suspicion Testing.** An employee who may be under the influence of alcohol and/or drugs is observed by a supervisor. The employee will then immediately be suspended from duty (with pay) and driven by District staff (or others designated) to the District's specified laboratory.

At the laboratory, the employee will be required to submit a urine sample in the event drugs are suspected or a breath sample in the event alcohol intoxication is suspected.

The District will take precautions to prevent the employee from going back to work and driving their own car home. Instead, the employee will be given assistance in obtaining a ride home from the laboratory.

The employee whose test results are negative (0.02 alcohol concentration or less) will be reinstated. The employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04, will not be permitted to return to duty or perform a safety-sensitive function for twenty-four (24) hours after administration of the test. The employee whose confirmation test results indicate alcohol concentration of 0.04 or greater for alcohol will be subject to discipline including termination.

The employee whose drug test results are verified negative will be reinstated. The employee whose drug test is verified positive will be subject to discipline including termination.

2. **Random Testing.** The District, or a designated laboratory service, randomly selects employees. The employees' supervisors send them to the laboratory.

At the laboratory, the employee will be required to submit a urine sample in the event that drugs are to be tested for, or a breath sample in the event alcohol is to be tested for.

The employee whose test results are negative (0.02 alcohol concentration or less) will be reinstated. The employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04, will not be permitted to return to duty or perform a safety-sensitive function for twenty-four (24) hours after administration of the test. The employee whose confirmation test results indicate an alcohol concentration of 0.04 or greater for alcohol will be subject to discipline including termination.

The employee whose drug test results are verified negative will be reinstated. The employee whose drug test is verified positive will be subject to discipline including termination.

3. **Post-Accident Testing.** The employee notifies a supervisor that an accident has occurred.

The supervisor determines that circumstances of the accident warrant a post-accident test when a citation was issued or bodily or property damage occurred. Thereafter, the supervisor directs the employee to immediately go to the District's designated laboratory.

The employee will be required to submit a urine sample for drugs and a breath sample for alcohol testing.

The employee whose test results are negative (0.02 alcohol concentration or less) will be reinstated. The employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04, will not be permitted to return to duty or perform a safety-sensitive function for twenty-four (24) hours after administration of the test. The employee whose confirmation test results indicate an alcohol concentration of 0.04 or greater for alcohol will be subject to discipline including termination.

The employee whose drug test results are verified negative will be reinstated. The employee whose drug test is verified positive will be subject to discipline including termination.

### **Electronic Communications**

Electronic communications, including cell phones, voice mail, e-mail, computer systems and the internet are property of the District and are to be used for business purposes only. The District may monitor its electronic communications for compliance with business use and to prevent unlawful and improper use. Employees do not have any personal privacy right relating to the use of the District's electronic communication devices and systems.

## **COMPENSATION & JOB PERFORMANCE**

### **Time Clock/Daily Time Sheets**

Each non-exempt employee is responsible for maintaining an accurate record of his/her time. Each non-exempt employee is required to utilize the time clocks and cards located in the District office and the O & M Office and the Treatment Plant to clock in and out for beginning time, lunch period and end of day. These cards will be supplied weekly by the Department Manager.

A separate time sheet for actual time worked shall be prepared, detailing how the employee's time will be charged for accounting and job costing purposes, and will be turned in to the Department Manager at the end of each two-week payroll period.

In all cases, employees shall sign their time sheets and time cards. Department Managers shall review the time sheets and cards for accuracy, sign and submit them to the Finance Department at the designated times.

Pay periods commence at 12:01 a.m. Sunday through midnight Saturday. Any overtime worked shall be indicated on the time sheet and initialed by the Department Manager at the time the overtime is worked.

Exempt employees are compensated on a salary basis as specified under the Fair Labor Standards Act of the Department of Labor. Exempt employees shall prepare Leave Slips showing time off and the appropriate bank (e.g., vacation, sick leave) to be charged for that time off.

### **Pay Periods**

The pay period for all employees shall be biweekly (26 times a year) and shall incorporate two work weeks. Paychecks will be distributed biweekly on Wednesday following the end of the pay period. When the regular pay day falls on a holiday, paychecks will be distributed on the work

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day immediately preceding such holiday. Automatic deposits to financial institutions are made in accordance with this schedule.

Employees requesting payment of wages in advance of regular pay days as defined in Policy "Pay Periods," shall submit written request to the General Manager. Advancement of wages prior to a regular pay day is not a privilege which an Employee may use at his/her discretion, but may be authorized by the General Manager in his/her discretion.

Requests for advancement of wages may be submitted only once in any pay period, and frequent requests shall be grounds for denial of authorization. If an advancement of wages is authorized, the amount advanced will not exceed the wages accrued (excluding applicable deductions) by the employee to the date of said request.

### **Mandatory & Voluntary Payroll Deductions**

On each biweekly payroll the following deductions and payments shall be made to the appropriate agencies: federal income taxes, state income taxes, the employee's share to Cal PERS and to Social Security and Medicare and the State Disability Insurance Program, as well as any court mandated programs.

An employee may authorize voluntary deductions from his/her salary for the following:

- Direct Deposits of paychecks or portions thereof
- Credit Union
- Life Insurance
- Deferred Compensation
- United Way
- Pay back to Public Employee Retirement System (PERS)
- Union Dues
- Any other programs authorized from time to time by the District

Signed authorization forms for such deductions shall be filed in the employee's personnel files.

### **Holiday Pay**

On the day of a holiday, all regular work shall be suspended and employees shall receive one (1) day's pay for each of the District observed holidays. To be eligible for holiday pay, an employee must work a full shift both preceding and following the holiday, unless other arrangements have been made with the Department Manager prior to the holiday.

Non-exempt employees who are scheduled to work on a holiday will receive compensation at two times their regular hourly rate. To be eligible for holiday pay, an employee must work a full shift both preceding and following the holiday, unless other arrangements have been made with the Department Manager prior to the holiday.

If a holiday falls on a workday during an employee's vacation period, that day shall be considered as a paid holiday and not vacation time.

## **Stand-by and Call Back**

Stand-by duties are defined as circumstances which require the employee so assigned to:

- a. Be ready to respond in a reasonable time to calls for his/her services.
- b. Be readily available at all hours to be contacted by telephone and/or mobile radio calls.
- c. Refrain from activities which might impair his/her assigned duties upon call.
- d. Stand-by duty begins at 7:00 a.m. on Wednesday and ends the following Wednesday at 6:59 a.m.

The District will develop and maintain a stand-by list of Operations and Maintenance Crew non-exempt employees who will be called sequentially for stand-by duty assignments. The District will assign an equipped vehicle to be used on all assignments to stand-by employee during his/her stand-by assignment period.

Employees assigned stand-by shall be additionally compensated with 8 hours of vacation time for each full 7 days of on-call duty performed.

Call-back is defined as when non-exempt employee is unexpectedly required to return to duty because of unanticipated work requirements if notice to return is given to the employee following termination of his/her work shift and departure from his/her headquarters. Call-back shall be compensated at the employee's overtime rate for no less than one hour for each response, and reasonable travel time between home and the worksite shall be considered time worked for call-back purposes.

## **Overtime Worked for Non-Exempt Employees**

Overtime compensation of time and one-half will be paid for each hour of authorized overtime for non-exempt employees. Overtime is defined as time worked in excess of eight (8) hours in a work day. Overtime pay shall be paid in accordance with the Fair Labor Standards Act.

- All overtime work must be authorized in advance by the General Manager or the applicable Department Manager. Each Department Manager shall be required to keep a record of actual hours of overtime worked by his/her employees, with justification for each instance.
- Except as provided in connection with vacation time for employees on stand-by, overtime work shall not be a basis for increasing vacation or sick benefits, nor shall it be a basis for advancing completion of required introductory periods or any salary adjustment.
- At times other than during regular hours of work, any time worked by an employee in
- emergency repair or emergency maintenance of facilities of the District shall be compensated at the overtime rate of pay.
- An employee using sick time, vacation time or any type of leave during a work week will not be eligible for overtime until that person has actually worked more than 40 hours for that week.

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## **Reimbursement for Use of Personal Vehicle**

Use of personal vehicles shall not be authorized for the performance of District work if a suitable District vehicle is available and safely operational.

Qualified employees who are required to utilize vehicles as part of their employment shall be provided a District vehicle when at all possible. In those rare circumstances when a District vehicle is not available, and upon prior authorization by the General Manager, an employee may use his/her personal vehicle in the performance of District work. In that circumstance, the employee shall be reimbursed for the cost of said use on the basis of total miles driven and at the rate specified in the Internal Revenue Service Guidelines in effect at the time of said usage.

Proof of adequate insurance covering collision, personal injury and property damage shall be required to be on file with the General Manager of any employee using a personal vehicle in the performance of District work.

## **Preparation of Compensation Plan**

The General Manager shall prepare a compensation plan covering all positions in the District showing the salary ranges and listing other forms of compensation which those positions receive. The Board shall adopt the compensation plan as part of the District's budget each fiscal year.

Employees occupying a position in the District will be paid a wage within the salary range established for that position. Generally, the minimum rate for the position shall apply to the employee upon employment; however, a higher rate may apply if the applicant has exceptional qualifications which justify appointment at a higher rate and is approved by the General Manager.

## **Performance Evaluation**

The General Manager will prescribe and implement a system of assessing the work performance of employees.

- Newly hired employees shall receive a performance evaluation no later than the six (6) month anniversary of hire, at twelve (12) months after hire and annually in the month of July thereafter.
- After the one-year anniversary evaluation, all employees will receive a performance evaluation annually during the month of July.
- Promoted employees will receive a performance evaluation six (6) month after the promotion date, twelve (12) months after the promotion date and annually in the month of July thereafter.
- At least two (2) weeks prior to the evaluation period, employees will be given a self-evaluation form to be completed and shared with the his/her manager at the time of each performance evaluation. The self-evaluation will become part of the employee's personnel file after the evaluation discussion has taken place. The employee will receive a signed copy of the manager's performance evaluation, the original being placed in the employee's personnel file.



- A request for reconsideration of the evaluation may be made to the General manager or delivered to his/her office within five (5) working days after the employee receives the evaluation. The General Manager will confirm or modify the evaluation, his/her decision will be made in writing and delivered to the employee, and such decision shall be final, binding, and not subject to grievance.

Performance evaluations shall be considered in granting merit increase, sustained performance increases, promotions, demotions, discharges or other disciplinary actions.

### **Merit Increases and Sustained Performance Compensation**

Full-Time Regular and Introductory employees are eligible for merit increases. Full-time Regular employees are eligible for sustained performance compensation.

1. Regular employees shall be eligible for merit increase consideration in conjunction with their annual performance review. Approved merit increases will become effective with the first full pay period in August.
2. Newly hired employees (Introductory) shall be eligible for merit increase consideration upon completion of the introductory period in conjunction with their performance review. Approved merit increases will become effective with the first full pay period following the introductory period.

Merit increases within the established salary ranges, are not automatic, but will be granted based upon performance as determined during the employee's performance evaluation and approved by the General Manager. Employees who receive an "Outstanding" performance rating shall receive a 4.5% increase; employees who receive a "Very Good" shall receive a 3.0% increase; and employees who receive a "Satisfactory" shall receive a 1.0% increase. An employee receiving less than a "Satisfactory" rating shall not be eligible for a merit increase.

An employee who has remained at the highest salary rate for his/her position for at least a twelve-month period shall be eligible for sustained performance compensation on August 1 of each year, contingent upon his/her performance evaluation received annually in July. This compensation will be a one-time payment based upon his/her performance evaluation in the following amounts:

1. "Outstanding" rating – 4.5% of annual salary
2. "Very Good" rating – 3.0% of annual salary
3. "Satisfactory" rating – 1.0% of annual salary

If an employee receives a performance evaluation rating that would cause him/her to exceed the highest salary for his/her position, the employee shall be granted the salary increase that would take him/her compensation the highest salary for his/her position. In addition, the employee will receive a one-time payment of the difference between the appropriate sustained performance compensation and the actual monetary value of the merit increase granted to reach the highest salary rate for his/her position.

Promoted Employees - When an employee is promoted, he/she shall be granted a salary increase that will place the employee's salary rate within the salary range of the new position. The amount of the salary increase shall be a minimum of 3% of his/her salary at the time of promotion, provided

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that such an increase will not place the employee at a rate that is higher than the salary range for the new position. If a 3% increase would place the employee's rate above the new salary range, then the employee shall be placed at the highest rate of the specified salary range for the new position.

If a situation occurs which would cause the promoted employee to exceed the highest salary range for the position, the employee shall be granted sustained performance compensation in addition to the hourly increase to the top of their promoted salary range. The amount of the sustained performance compensation shall be the amount specified for their performance evaluation rating LESS the actual monetary value of the merit increase granted to reach the highest salary rate for their position.

A merit increase may be granted to a promoted employee upon completion of six (6) months in his/her new position provided the employee has improved his/her work and is recommended for a merit increase by his/her manager through a performance evaluation which is approved by the General Manager. The amount of the increase will be determined by the rating of "Satisfactory," "Very Good" or "Outstanding" received on the performance evaluation. An employee not receiving at least a "Satisfactory" rating will not be considered for a merit increase.

On August 1, following completion of the first six (6) months in his/her new position, a promoted employee shall be eligible for consideration of a merit increase on the following August 1. The increase shall be contingent upon the employee's performance evaluations as prepared by his/her manager, a recommendation for such an increase from the manager and final approval of the General Manager.

The amount of the increase will be determined by the rating of "Satisfactory," "Very Good" or "Outstanding" received on the performance evaluation. An employee not receiving at least a "satisfactory" rating will not be considered for a merit increase. Because the employee will have completed less than a twelve (12) month period since his/her last consideration for a merit increase, the normal amount of any merit increase shall be prorated. The proration shall be based on the number of months since last consideration of a merit increase divided by twelve (12) months; however, any such proration shall not result in a merit increase larger than would have been granted for a twelve (12) month period.

Each August 1 thereafter, the promoted employees shall be eligible for consideration of a merit increase, contingent upon the performance evaluation rating received annually in July, prepared by his/her manager, a recommendation for such an increase from the manager and final approval of the General Manager. The amount of the increase will be determined by the rating of "Satisfactory", "Very Good" or "Outstanding" received on the performance evaluation. An employee not receiving at least a "Satisfactory" rating will not be considered for a merit increase.

### **Reclassification**

Due to a change in job duties and/or responsibilities, the General Manager may determine that in the best interest of the District, it is necessary to abolish positions and/or create new positions. In such situations, it shall be the General Manager's discretion whether the affected employee(s) shall serve an introductory period as a result of the reclassification.

## Demotion

The General Manager may demote an employee for any of the following reasons or conditions:

- a. When an employee's work performance falls below acceptable standards.
- b. For disciplinary reasons.
- c. When the need no longer exists for a position that an employee fills.
- d. When an employee requests such position and has the consent of both the current and prospective Department Managers.
- e. When an employee is promoted and does not pass his/her introduction period, the employee will be afforded the opportunity to be demoted back to his/her previous position.

Written notice of the demotion will be given to the employee no less than ten (10) working days before the effective date of the demotion. Under extenuating circumstances and upon approval of the General Manager, an employee may be demoted to a new position and still retain his/her current salary level.

## Termination Pay

Employees leaving the District's employ involuntarily shall be paid upon termination. Employees leaving the District's employ voluntarily shall be paid no later than 72 hours after they quit, unless they have given 72 hours previous notice of their intention to quit, in which case, the employees are entitled to their wages at the time of quitting.

## Professional Appearance

The purpose of this policy is to establish specific guidelines regarding the appropriate professional appearance for District employees. These guidelines shall be consistently enforced on a District-wide basis.

It is the policy of the Twentynine Palms Water District that:

- a. Employees are expected to maintain an appropriate and well-groomed personal appearance at all times.
- b. Employees should exercise good taste in choosing clothes appropriate for their work environment.
- c. While conducting District business, employees shall not wear any of the following: tube tops, tank tops, bare midriffs, halter tops, miniskirts (bottom of hemline greater than 4 inches above mid-knee), bathing suits, jeans, sweat shirts with writing that may be deemed political or offensive, sweat pants, leggings, torn clothing, or any other clothing deemed as unacceptable according to the District's professional standards.
- d. Upon prior approval by the appropriate Department Manager or General Manager, jeans, tee-shirts and shorts may be worn for field work only.
- e. Appropriate items of apparel for employees who primarily work in an office area, or regularly deal with the public in a non-field capacity, are: Shirts/sweaters and long pants; dresses; skirts and blouses/sweaters; suits; socks, and shoes. Culottes are acceptable if they do not have the appearance of shorts.

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- f. Field personnel are required to wear clothing as described in (e) above whenever they are working in a non-field capacity. Some situations where such attire would be appropriate include: serving on an interview panel; representing the District in court; attending classes, seminars, meetings, etc.
- g. Employees who are required to wear uniforms shall maintain a neat and clean appearance at all times. Complete uniforms shall be worn while on District time, unless prior approval from the appropriate Department or Division Head is obtained. Torn garments shall not be worn, and shall be replaced as soon as possible.
- h. Safety articles and protective clothing must be worn consistently as required by the position. Although not inclusive, some safety articles include: respirators, eye goggles, ear plugs, hard hats, safety vests and gloves. Failure to wear prescribed Personal Protective Equipment may result in disciplinary action, up to and including termination.

## Continued Training & Development

Employees successfully completing District approved water related certification may receive one-time compensation for each certificate as follows:

Water Distribution:           Level I - \$100  
  Level II - \$200  
  Level III - \$300  
  Level IV - \$400

Water Treatment:            Level I - \$100  
  Level II - \$200  
  Level III - \$300  
  Level IV - \$400

Cross Connection Control:   Specialist - \$200

If the certification is not in the employee's current job description, the employee must obtain the General Manager's permission if reimbursement and certification compensation will be sought. Employees of the District are encouraged to pursue other educational opportunities which are related to their present work or which may prepare them for foreseeable future opportunities within the District. Under certain circumstances employees may be eligible for reimbursement of the cost of classes.

To be eligible for reimbursement of course costs, the employee must receive advance

approval for the class(es) from the General Manager. Request for reimbursement must be submitted in writing on an Educational Assistance Request at least ten (10) working days before the start of the course. The employee will be notified of final approval, or the reasons for disapproval.

Those requests for reimbursement which are received after the class begins will be eligible for only one-half (2) of the usual reimbursement upon approval for the class(es) by the General Manager. Reimbursement to full-time employees for approved classes will be based on the following criteria:

- a. Eligible expenses are tuition, registration, parking, laboratory/materials fees and books.
- b. Reimbursement shall be made to the employee upon completion of the course with minimum final grade of "C" or its equivalent. For graduate coursework, a grade acceptable for credit to the institution must be earned.
- c. No employee will be reimbursed for expenses totaling less than \$5.00 per semester or quarter, whichever is applicable.
- d. Funds received from outside sources such as scholarship grants or Veterans' Educational Benefits must be applied toward the cost of the course before the District's reimbursement is applied.
- e. Under this program, all funds received by an employee, within a six (6) month period prior to the date of voluntary termination of employment with the District, shall be deducted from the employee's final paycheck.

Upon completion of the class(es) the Employee is responsible for sending copies of the grade report(s) and evidence of fees paid to the General Manager.

Upon approval of the General Manager, employees may be permitted to attend conferences/training sessions that provide a benefit to the District, and costs associated with those conferences/training sessions will be paid by the District.

If participation in a class or training session other than those certifications required by the employee's job description is requested by the General Manager, and accepted by the employee, the District will prepay tuition and materials.

### **Disciplinary Procedures**

An introductory employee serving an introductory period may be dismissed, or otherwise removed from his/her position, any time during the introductory period without the right to due process or hearing procedures and with or without cause.

Disciplinary procedures for represented employees shall be consistent and in accordance with the existing collectively bargained agreements between the District recognized employee organizations for represented employees.

## **BENEFITS & EMPLOYEE PROGRAMS**

### **Medical Insurance**

Health insurance to cover non-occupational injuries and sickness is offered by the District through its participation in the Association of California Water Agencies Benefits Program for full-time employees and their dependents.

Employees will be eligible for coverage after completing one full calendar month of employment. The scope of coverage and the payment of premiums are subject to periodic review and revision by the Board of Directors for at-will employees and subject to meet and confer between the District and the recognized employee organization for positions covered in a Memorandum of Understanding.

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The District pays 100% of the monthly premium for the employee and 70% of the premium for all qualified dependents (until age 26, and adult disabled dependents who are incapable of self-sustaining support due to a disability that occurred prior to reaching the limiting age of 26) of the active employee, with 30% of dependent coverage paid by the employee.

### **Dental Insurance**

Dental insurance is provided for all full-time employees and their enrolled dependents. The insurance commences after completing two full calendar months of continuous employment.

The plan provides for preventative treatment and dental care with an annual deductible of \$25/member or \$50/family. The District pays 100% of the monthly premium for all employees and enrolled qualified dependents (until age 26, and adult disabled dependents who are incapable of self-sustaining support due to a disability that occurred prior to reaching the limiting age of 26).

### **Vision Care Benefit**

The District provides a vision care benefit plan to all full-time employees. Insurance will commence on the first of the month after completing two complete calendar months of continuous employment. The District pays 100% of the monthly premium for the employee and all qualified dependents (until age 26, and adult disabled dependents who are incapable of self-sustaining support due to a disability that occurred prior to reaching the limiting age of 26).

### **Life Insurance**

The District provides group life insurance to regular full-time employees. The benefit is two (2) times the employee's annual rate of pay up to \$150,000. Coverage will commence on the first of month after completing two months of continuous employment. The District pays 100% of Basic Life, and the employee may apply to purchase Supplemental Life for the same amount of coverage.

### **Retirement Benefits**

#### California Public Employees Retirement System (CalPERS)

The District offers to its eligible employees a retirement plan under CalPERS. Due to changes in the law, effective January 1, 2013, (PEPRA), the District has two tiers of employees:

Tier 1 – 3% @ 60. Those employed before January 1, 2013 and those new employees eligible due to carryover within six months (as provided by PEPRA). This formula provides to local miscellaneous members 3% of pay at age 60 for each year of service credited with that employer. For members who retire earlier, the percentage is reduced. The period for determining the average monthly pay rate when calculating retirement benefits would be for the 36 highest paid consecutive months. See CalPERS booklet or website.

Tier 2 – 2% @ 62. Those employed on January 1, 2013, and after. This formula provides local miscellaneous members 2% of pay at age 62 for each year of service credited with that employer. For members that retire earlier, the percentage is reduced. The period for

determining the average monthly pay rate when calculating retirement benefits would be for the 36 highest paid consecutive months (3 years). See CalPERS booklet or website.

**Persons Eligible:** Regular full-time employees, part-time employees reaching minimum hour requirement (thirty hours per week), and employees already CalPERS member.

**Waiting Period:** Eligible from the first day of employment.

**Employee Contribution (for 2016):** Tier 1: Employee contribution is up to 8% of salary. Tier 2: Employee contribution of 6.25% of regular bi-weekly earnings.

**Employer Contribution (for 2016):** Tier 1: The District contribution is 11.995% of salary. Tier 2: the District contribution is 6.666% of salary.

**Vesting Provisions:** Employees become vested after completion of five years of public service with agencies that participates in CalPERS. Vesting means funds may be left on deposit for future retirement. If an employee leaves the District and wishes to withdraw his/her contributions, the employee may request a refund from CalPERS. The employer contributions are only paid upon retirement.

**Provided:** Employees will be eligible to retire after five years of service credit and attaining age 50 (Tier 1) or age 52 (Tier 2). There is no mandatory retirement age.

**Important Note:** Your retirement date can be any date you choose; however, the amount of the monthly allowance can be affected. Your age determines your benefit factor used in the retirement formula. So, you may decide to retire on your birthday or at a completed quarter year of age to increase the benefit factor. CalPERS will calculate the retirement benefits based on three factors: (1) years of service, (2) a percentage factor determined by your age at retirement, and (3) the final average monthly pay rate for the highest 36 consecutive months of work.

### CalPERS Options

The District contract includes several options and benefits for its employees. For more detailed information, refer to the "CalPERS" website.

### **Salary Cap**

The Public Employee Pension Reform Act (PEPRA) of 2013 included compensation limits for CalPERS retirement salary calculations (GC 7522.10). For any employee hired after January 1, 2013, the salary cap provided for the current year will be utilized (for 2015 the cap is \$140,424). For any employee hired after 1996 and before 2013, there is also a cap (for 2015 the cap is \$260,000). For anyone hired before 1996, there is no cap.

**Important Note:** Employees nearing retirement are urged to avail themselves of the retirement pre-counseling and planning available to them by CalPERS. CalPERS requires at least 90 days' notice in advance of planned retirement (as does Social Security for any previous services). However, the District strongly urges employees anticipating retirement to make their inquiries at least six months to one year in advance to avoid any unnecessary delays.

# EMPLOYEE HANDBOOK

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## **Social Security**

All employees are covered by Social Security and Medicare. Both the employees and the District pay a tax for these programs which is established by formulas relative to the national Consumer Price Index (CPI) annually. For 2018, the rates are 12.40%, and 2.90% of total wages paid for Social Security and Medicare respectively. The tax rates are shared 50/50 between the District and employees.

## **Retiree Health Plan**

For employees who retire from the District (after June 1, 2013), the District will pay 90% of monthly premiums for retirees provided they (a) retired from CalPERS, (b) retirement age will be no more than 10 years prior to the age that the employee becomes eligible for Medi-Care and/or Medi-Cal benefits, and (c) have at least ten years of service with the District. The District will contribute 90% of the monthly medical premiums for retirees, and 70% of the monthly medical premiums for the retiree's spouse. The retiree is responsible for paying the balance of the premium. To be eligible for this benefit the retiree's spouse must have been enrolled in the medical plan for a minimum of twenty-four (24) months prior to the employee's retirement.

If after an employee retires, the eligibility age for that retired employee to participate in Medi-Care and/or Medi-Cal benefits changes, that retired employee will not lose his/her retirement benefits as a result of any such change and he/she will continue to receive retirement medical benefits until he/she becomes eligible for Medi-Care and/or Medi-Cal. Such premium contributions will cease once he/she qualifies for Medi-Care and/or Medi-Cal. If a retiree does not elect to participate during open enrolment, elects to discontinue participation or is dropped due to non-payment of their remaining monthly balance, he/she shall not be able to participate in the future. Unless the retiree relocates to a non-HMO service area, he/she shall not be able to switch from the elected plan during the open enrollment period prior to retirement.

## **Deferred Compensation**

Immediately upon employment, all eligible employees may voluntarily participate in the deferred compensation plan(s) offered by the District. Participation in these programs allows an employee to set aside a portion of his/her wages prior to Federal and State tax computations. The General Manager has full details of the available plans.

## **Workers' Compensation**

All employees are covered under the California Workers' Compensation Statute for injuries or illnesses arising out of District employment. For medical conditions that exist prior to employment, if an employee believes work has exacerbated the condition, a medical evaluation will be conducted to determine if work has aggravated his/her injury.

Employees are covered for injuries sustained while on the job, but not traveling to and from work in a vehicle other than that furnished by the District. Nor are they covered for conditions caused by any unauthorized or forbidden activities while working. Horseplay is prohibited and therefore injuries arising from such activities are beyond the scope of Workers' Compensation coverage.



Benefit rates are determined by the State Division of Workers' Compensation and formulas for computing benefits are found in the California Labor Code.

An employee must notify the District within thirty (30) days of an occurrence of an injury. The employee will be provided with a claim form within one day after the District has knowledge of an injury. Once the claim form is filed with the District, the matter will be investigated and a medical evaluation will determine the cause of injury and any appropriate treatment.

If an employee desires his/her personal physician to treat for job-related injuries/illnesses, he/she must obtain approval by having the physician sign a Pre-Designated Physician form furnished by the District.

The Labor Code prohibits discrimination against employees for the following:

- Filing a Workers' Compensation application;
- Making known the intention to file an application with the Workers' Compensation Appeals Board;
- The receipt of a rating, award or settlement;
- Giving testimony in a Workers' Compensation case.

### **Consolidated Omnibus Budget Reconciliation Act (COBRA)**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their families who lose their medical insurance benefits the right to choose to continue group health benefits provided by their group health plan for limited periods of time under certain circumstances such as voluntary or involuntary job loss, reduction in the hours worked, transition between jobs, death, divorce, and other life events. Qualified individuals may be required to pay the entire premium for coverage up to 102 percent of the cost to the plan.

COBRA requires continuation coverage to be offered to covered employees, their spouses, former spouses, and dependent children when group health coverage would otherwise be lost due to certain specific events.

**Note:** If you become entitled to elect COBRA continuation coverage when you otherwise would lose group health coverage under a group health plan, you should consider all options you may have to get other health coverage before you make your decision. There may be more affordable or more generous coverage options for you and your family through other group health plan coverage (such as a spouse's plan), the Health Insurance Marketplace, or Medicaid.

You must request special enrollment within 30 days from the loss of your job-based coverage. If you are entitled to elect COBRA coverage, you will be given an election period of at least 60 days (starting on the later of the date you are furnished the election notice or the date you would lose coverage) to choose whether or not to elect continuation coverage.

To be eligible for COBRA coverage, you must have been enrolled in your employer's health plan when you worked and the health plan must continue to be in effect for active employees.

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## Direct Deposit

Employee's pay checks are automatically deposited to the banking institution of their choice. Signed forms for designating deposits shall be maintained in the employees' files.

## LEAVE

### Holidays

The following days shall be recognized and observed as paid holidays:

- New Year's Day - January 1
- Martin Luther King, Jr.'s Birthday - Third Monday in January
- Presidents Day - Third Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4
- Labor Day - First Monday in September
- Veteran's Day - November 11
- Thanksgiving Day - Fourth Thursday in November
- Day After Thanksgiving - Fourth Friday in November
- Christmas Eve - December 24
- Christmas Day - December 25
- New Year's Eve - December 31

When a holiday falls on Saturday, the preceding Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday will be observed as the holiday.

### Vacation

This policy shall only apply to full-time employees. Paid vacation leave shall be accrued on an annual basis according to the following schedule:

- During the first year of continuous work, 4 hours per month;
- 2nd through 3rd year of service, 8 hours per month;
- 4th through 14th years of service, 12 hours per month;
- After 15th year anniversary, 16 hours per month.

Employees may take vacation time after it is earned; there will be no advancement of vacation time. Vacation time may be accumulated. The total accumulated vacation time shall not exceed that amount earned by the employee the employee in two years, not to exceed a maximum of 24 days (192 hours) per year, 48 days (384 hours) in a two-year period. The employee will be required to accept compensation in lieu of vacation for the vacation time accrued in excess of the maximum in January of each year.

Upon termination of employment for any reason, the District shall compensate the employee for his/her accumulated vacation time at his/her straight time rate of pay at the time of termination.

An employee shall not accrue vacation time during any unpaid leave.

An employee may elect to take vacation time in case of extended illness where sick time has been fully used upon approval of the General Manager.

If a holiday falls on a workday during an employee's vacation period, that day shall be considered as a paid holiday and not vacation time.

All employees are encouraged to utilize their accrued vacation each year to allow employees a time of rest and recreation in order that he/she may return to the work place physically and mentally refreshed. It is required that all employees take at least thirty-two (32) hours of vacation annually. The number of employees on vacation in a particular department at any given time shall be at the discretion of the Department Manager.

If an employee becomes ill or injured while on vacation time, that portion may be charged to sick time with approval of the General Manager provided a doctor's certificate is submitted confirming the illness/injury and the time period of the illness/injury.

Employees' consideration of work schedules in requesting vacation time is expected. Vacation time may be taken in increments of no less than two (2) hours. Vacation time must be requested no later than the work day prior to the requested vacation time. The Department Manager has full discretion in granting or denying vacation time requests based on the work load and scheduling requirements.

Vacation time may not be used for unexcused absences.

An employee may be granted compensation in lieu of vacation, over the 32 contiguous hours required to be taken, with the approval of the General Manager. Such compensation may be given only once per calendar year, unless required by the District. The compensated days will be deducted from the employee's vacation accrual. The request must be provided in writing, verified and submitted to the General Manager for approval.

### **Sick Time**

Sick time is defined as absence from work due to illness, non-industrial injury, or quarantine. In addition, dentist and doctor appointments and prescribed sickness prevention measures shall be subject to sick time provided prior notice is supplied to the Department Manager.

Full-time employees shall earn sick time at the rate of eight (8) hours per month. Part-time employees earn sick time on a prorated basis.

Sick time is not a privilege which an employee may use at his/her discretion, but shall be allowed only for diagnosis, care or treatment of an existing health condition of or preventive care for the employee or employee's immediate family. "Immediate family" is defined as being spouse, registered domestic partner, parents, children (biological, adopted, foster child, stepchild, legal ward or child to whom employee stands in loco parentis), brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law or any other person who

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is a legal dependent of the employee. Additionally, in California, paid sick leave may be used for an employee who is a victim of domestic violence, sexual assault or stalking.

In order to receive compensation while on sick time, the employee shall speak directly to his/her supervisor prior to, or within thirty (30) minutes of the time for beginning the regular work day if possible. Failure to personally notify his/her supervisor or another supervisor may result in the time being taken without pay.

Sick time may not be used for unexcused absences.

If absence from duty by reason of illness occurs in excess of four consecutive working days, satisfactory evidence such as a Doctor's certificate, may be required by the Department Manager or General Manager. If said certificate is not presented upon the request of the Department Manager or General Manager, the entire period of said time shall be without pay. The General Manager has the authority to request such a certificate, regardless of the length of time of absence.

The use of sick time in a manner inconsistent with this policy is not permitted. Misuse of sick time shall be grounds for disciplinary action up to and including termination. Examples of such abuses include, but are not limited to, the following:

- a. Use of more than twelve (12) days per year of sick time unless reasonably satisfactory evidence of extenuating circumstances is presented to the supervisor or the General Manager.
- b. Excessive occurrences in use of time; i.e. sick time taken in frequent, small increments unless reasonably satisfactory evidence of extenuating circumstances exist and use of time is approved by the General Manager.
- c. Failure to provide satisfactory evidence of absence, such as a doctor's certificate, when requested.
- d. Chronic occurrences in use of time that can be construed as an intentional extension of a holiday or weekend break unless extenuating circumstances or satisfactory evidence exists to substantiate such leave.

Unused sick time may, at the discretion of the General Manager, be "bought back" by the District for each hour accrued. Said buy back shall be limited only to time over and above forty (40) hours of accrued sick time. Unused sick time balance accrued through the end of the last payroll in November of each year will be considered for buy back if the employee has been employed during the entire preceding 12-month period. This payment shall be made in December. The number of hours for which payment is received for buy back shall be deducted from the accrued balance.

This plan is voluntary. Resignation, termination or discontinuance of employment from the District for any reason shall result in loss of all accrued sick time. However, when an employee retires from the District credit of .004 hour per eight (8) hours of unused sick leave will be provided under the CalPERS agreement.

### **Bereavement Leave**

This policy shall apply only to introductory and full-time employees. In the event of a death in the immediate family, an employee may be granted a paid leave of absence not to exceed three (3)

days. This is in addition to regular sick time and vacation time. Certification may be required by the General Manager.

"Immediate family" is defined as being spouse, domestic partner, parents, children, children of domestic partners, foster or step-children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law or any other person who is a legal dependent of the employee.

### **Child Related Activities Leave**

A parent may take up to forty (40) hours per year for "child-related activities if the parent has one or more children attending kindergarten, grades 1 to 12, or is at a licensed child care provider. Child related activities include finding, enrolling or reenrolling a child in a school or with a licensed child care provider. Leave may be taken to address a child care provider or school emergency, behavior/discipline problems, closure or unexpected availability of the school or a natural disaster. Parent is defined as parent, guardian, stepparent, foster parent, or grandparent of or a person who stands in loco parentis, to a child. Employees must use vacation, or other personal leave. Employees must provide reasonable notice to their supervisor of the need for such child-related activities leave.

### **Catastrophic Leave**

Employees may contribute a portion of their accrued sick leave to another employee when such employee has suffered a catastrophic injury or illness. For such contribution to take place the following conditions shall apply:

- a. The contributing employee must have at least forty hours remaining after the contribution and the sick leave application. The contribution will be based on the contributing employee's dollar value which will be adjusted proportionally to the receiving employee's rate.
- b. The receiving employee has exhausted all sick leave and compensatory time.
- c. The contributions are irrevocable and will be distinguishable from other sick leave used by the contributing employee.

### **Personal Leave**

Employees may use up to three (3) days per calendar year of accrued sick time for personal leave. Such leave may be taken in minimum increments of one hour, and may be used to attend to personal and family matters. When the need for such leave is foreseeable, the employee must provide his/her supervisor with at least three (3) working days' advance notice. In all other situations, the employee must provide notice of the need for leave as soon as possible. Unused personal leave days may not be carried over from year to year.

### **Jury Duty**

This policy shall only apply to introductory and full-time employees. Part-time employees will receive pro-rated pay for jury duty consistent with the policy below.

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An employee summoned for jury duty or summoned to testify before the court shall notify his/her Department Manager upon receipt of notice to appear, in no event less than five (5) days before the commencement of such duty. While serving on duty, he/she will be given a paid leave of absence for the duration of said duty upon written confirmation of attendance from the court. Said paid leave of absence is conditional upon the employee returning to work upon dismissal each day to complete his/her remaining normal workday. Said leave is also conditional upon the employee's conveyance to the District.

Employees shall notify his/her Department Manager at least five (5) working days prior to the date said jury duty is scheduled to commence.

Employees who are called as witnesses arising out of and in the course of their District employment are deemed to be on duty and there shall be no loss of wages.

Mileage fees may be retained by the employee, but any jury or witness fees received must be turned in to the District so as to ensure that the employee is not compensated at a rate higher than 100% of his/her standard wage.

### **Uniformed Services Employment and Reemployment Rights Act (USERRA)**

Military leave will be granted in accordance with the provisions of State and Federal Law. If possible, advance notice shall be given to the Department Manager concerning the time frames required for military leave.

Military leave can be used as time off without pay or as vacation time, but the District will not reimburse the individual his/her normal salary while on military leave unless vacation time is utilized. If under military orders, the employee's position will be maintained for him/her up to a twenty-four (24) month period, although the District may fill it on a temporary basis, if needed.

Leave taken without pay does not allow the employee to continue accruing vacation time, sick time, and other additional benefits that full-time regular status employees would receive.

### **Authorized Leave Related to Health and Caregiving**

#### Family Medical Care and California Family Rights Acts

This policy applies to all eligible District employees, full or part-time, in regular or temporary status.

In accordance with the Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act of 1992 (CFRA), the District will provide eligible employees up to twelve (12) weeks leave in a twelve (12) month period of unpaid family and medical leave for any of the following qualifying reasons (notably, some of the below mentioned reasons only qualify under FMLA or CFRA, not both):

1. The birth of a child or care for the newborn child;
2. Placement (with the employee) of a child for adoption or foster care;

3. Care for an immediate family member of employee (i.e. spouse, registered domestic partner, child or parent) with a serious health condition;
4. A serious health condition that makes the employee unable to perform the functions of the employee's job; and
5. A qualified exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty (FMLA only).

To qualify to take Family and/or Medical Leave under this policy, the employee must meet all of the following conditions:

1. Any employee (including temporary, part-time, seasonal, etc.) that has worked for the District for 12 months or 52 weeks is eligible for time off under this policy. The 12 months or 52 weeks need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.
2. The qualified employee must have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave. The 1,250 hours do not include time spent on paid or unpaid leave. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

### Employee Rights and Benefits for FMLA/CFRA

Any District employee that is given time off due to a FMLA/CFRA qualifying reason is subject to the following rights and protection:

1. Retention of employment status (i.e. position, seniority, benefits) with the District during the period of approved time off;
2. Reinstatement to the same or equivalent position after the twelve (12) week period of time off is concluded;
3. Group health plan coverage during the twelve (12) week period, if currently enrolled;
4. Entitlement to continuation of group health benefit plan benefits under the Consolidated Omnibus Reconciliation Act (COBRA) of 1986; and
5. Protection against unlawful discharge or discrimination.

### Qualifying Exigency Leave

An eligible employee may take up to a total of 12 workweeks of unpaid leave during the normal 12-month period for FMLA leave for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty, or has been notified of an impending call of order to active duty, in support of a contingency operation. Under the terms of the statute, qualifying exigency leave is available to a family member of a military member in the National Guard or Reserves; it does not extend to family members of military members in the Regular Armed Forces.

### Inter-relationship of FMLA/CFRA with Workers' Compensation, Short and Long Term Disability, and Catastrophic Leave Time Bank

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To the maximum extent permitted by law, any time off work in excess of 40 hours granted to District employees under programs such as short- and long-term disability, Workers' Compensation, absence without pay, catastrophic leave time banks, or any other time off work for FMLA/CFRA "qualifying reasons" must be designated FMLA/CFRA to run concurrently with the FMLA/CFRA provisions. This time shall be credited against the twelve (12) week limit contained in this FMLA/CFRA leave policy.

The total maximum District contribution for the employee health insurance premium under FMLA and CFRA is twelve (12) weeks. FMLA/CFRA starts the first day of an employee's time off of work due to a FMLA/CFRA qualifying reason.

Exception: Pregnancy related disability **cannot** be designated as CFRA leave. If an employee is disabled, she is entitled to pregnancy disability leave up to a maximum of four months. The first twelve (12) weeks of pregnancy disability leave can run concurrently with FMLA. Once an employee is no longer disabled, she is entitled to twelve (12) weeks of leave under CFRA to "bond" with the newborn.

### Paid and Unpaid Time Off Work for FMLA/CFRA

An employee on approved FMLA/CFRA time off work is required to use all of his/her accrued paid leave balances, with the exception of compensatory time off, for a FMLA/CFRA qualifying reason (except when FMLA/CFRA time off is running concurrently with Workers' Compensation leave).

### Use of Paid Leave

Vacation – An employee, who is given time off work due to a CFRA qualifying reason, is required to use his/her accrued vacation or other accumulated paid leave (other than sick leave, unless the leave is required for the employee's own serious health condition). Under FMLA employees may use vacation leave accruals to receive compensation during an otherwise unpaid portion of her pregnancy disability leave. The employee is not required to use vacation leave or other accrued time off during pregnancy disability leave.

Sick Leave – Under FMLA the use of accrued sick leave is required during any unpaid portion of Pregnancy Disability Leave (PDL). An employee may combine up to 45% of sick leave time with 55% of PFL to receive 100% of wages while on leave, and the District shall notify the EDD that only 45% of wages are being paid to the employee. Employees paid in excess of 45% of their wages will have their PFL benefits reduced, so as not to exceed 100%.

If a CFRA leave is for an employee's own serious health condition the employee is required to use sick leave.

Military FMLA Leave - An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by the District's sick leave policy) prior to being eligible for unpaid leave.



Any holiday(s) occurring during a period of FMLA/CFRA time off work does not entitle an employee to an additional day(s) of FMLA/CFRA time off work.

### Employee Responsibility to Comply with FMLA/CFRA Requirements

An employee is responsible to comply with the following requirements when taking time off due to a FMLA/CFRA qualifying reason:

1. Submission of an advanced notice for FMLA/CFRA time off;
2. Provision of a certificate by a health care provider when FMLA/CFRA time off work is taken due to the employee's own or the employee's immediate family members' serious health condition;
3. Provision of a periodic status report of the employee's condition qualifying for the FMLA/CFRA time off work and notice of the employee's intention of return to work at the conclusion of the approved leave; and
4. Provision of a health care provider's release verifying the employee's ability to return to work from medical leave (if the leave taken is due to the employee's own serious health condition).

Any time off work for the FMLA/CFRA "qualifying reason" must be designated FMLA/CFRA by the District, even if it is not of benefit to the employee. This similarly applies even if the employee's leave is substituted with another paid leave, such as vacation or sick leave.

If the 30 days' notice is not practicable, due to a lack of knowledge of when the time off will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as possible. An employee must provide notice of the need for foreseeable leave due to a qualifying exigency as soon as practicable.

### Designation of Retroactive FMLA/CFRA

In the event, the employee has not advised the District a particular leave/time off was for a FMLA/CFRA qualifying reason, the District has two (2) working days after the employee's return to work, to assign the designation of retroactive FMLA/CFRA for the time off work and to notify the employee of the designation.

In the event, the employee actually requests retroactive FMLA/CFRA, the District, after acquiring knowledge that the employee's time off was for a FMLA/CFRA qualifying reason, will designate the time off work as FMLA/CFRA during the first two (2) work days following the employee's date of return to work. The employee will be notified of the FMLA/CFRA designation.

### Certification of Qualifying Exigency for Military Family Leave

An appropriate certification of the qualifying exigency for military family leave be provided. The leave for a qualifying exigency request will be supported by a copy of the covered military member's active duty orders and the certification shall provide the appropriate facts related to the qualifying exigency for which leave is sought, including contact information if the leave involves meeting with a third party.

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Leaves to care for a covered service member with a serious injury or illness shall be supported by a certification completed by an authorized health care provider or by a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA). This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave.

The District reserves the right to clarify and verify medical certification information provided by a health care provider to clarify and authenticate the medical certification.

### Employee Reinstatement Rights

The District will restore an employee to the same position (classification) or an equivalent position, after the twelve (12) week leave concludes. An equivalent position is virtually identical to the employee's former position in terms of pay, benefits and working conditions. Exceptions to the reinstatement right includes: "elimination of position," "key employee" exemption, and lack of "release to return to work."

### Right of Delay or Refusal for Reinstatement Under FMLA/CFRA

Under the provisions of FMLA/CFRA, any District employee may be refused reinstatement to his/her position for any of the following reasons:

- Lack of Medical Release to Return-to-Work
- Layoff of Position During FMLA/CFRA Time Off
- Key Employee – A "key employee" is a salaried FMLA/CFRA eligible District employee who is among the highest paid ten (10) percent of all District employees.

### Employment Status During Unpaid FMLA/CFRA

An employee who is on approved unpaid FMLA/CFRA time off work will retain his/her employment status with the District during the period of FMLA/CFRA leave. An unpaid FMLA/CFRA leave period will not be credited as service hours for seniority (i.e. employees are not entitled to accrue any additional benefits or seniority during unpaid FMLA/CFRA leave, but will not lose any benefits or seniority accrued prior to the leave). Merit step increases (salary increases) which are based on length of service and performance will be delayed for any employee on an unpaid FMLA/CFRA leave. Salary increases resulting from the negotiations process will not be affected by FMLA/CFRA leave.

### FMLA/CFRA Entitlement and Pregnancy Disability Leave (PDL)

An employee who is on pregnancy related disability leave is entitled to an additional twelve (12) weeks of time off under the California Family Rights Act (CFRA) of 1992. In all cases, the maximum time per year the District is required to pay the District's portion of health insurance premiums for an employee off work due to an FMLA/CFRA reason is twelve (12) weeks.

In all cases, EXCEPT time off work due to pregnancy related disability, FMLA runs concurrently with CFRA.

In California, an employee who is disabled due to pregnancy is entitled to a maximum of four months off work while disabled. During the time an employee is disabled due to pregnancy, she is entitled to FMLA, but not CFRA. Once an employee is no longer disabled due to pregnancy, she then is entitled to CFRA; this results in additional protected time under CFRA for “bonding” with her newborn. This exception may result in FMLA and CFRA running concurrently for some portion of an employee’s time off work for pregnancy, if the employee is disabled for less than twelve (12) weeks.

Example: If an eligible employee is disabled due to pregnancy (PDL) the maximum time off is four months, at the end of the four months the employee could request, and will be granted, an additional twelve (12) weeks of CFRA time for bonding with her baby. This would result in a maximum time off of approximately seven months.

FMLA/CFRA “bonding” time must be taken within one (1) year of the birth or placement of the adopted/foster child. Both male and female employees are entitled to FMLA/CFRA time off work to bond with a newborn or newly placed adopted/foster child as long as FMLA/CFRA time has not been exhausted.

### Limitation for Spouses Who Are Both Employed by the District

If both a husband and wife work for the District, the District limits the aggregate amount of leave available to both spouses to twelve (12) weeks during any twelve (12) month period if the time off is for the birth or placement of a child or to care for a parent with a serious health condition. Leave because of a serious health condition of an employee or an employee’s child or spouse is not subject to spousal limitation. For example, if each spouse took six (6) weeks of FMLA/CFRA time off work for the birth of a healthy newborn child, each spouse would remain eligible for an additional six (6) weeks due to his/her own serious health condition or to care for a child with a serious health condition. Any period of pregnancy related disability (before or after the birth of a child) would be considered FMLA time off work for a serious health condition and would not be subject to the combined limitation. This limitation applies even when the spouses are employed by two different departments or work at two (2) different worksites.

### Intermittent or Reduced FMLA/CFRA Leaves

The FMLA/CFRA time off work does not have to be in one twelve (12) week increment. An employee may take time off work intermittently (a few weeks/days/hours at a time) under certain conditions. Intermittent FMLA/CFRA may be taken for the birth of a child (and to care for such a child) and for placement of a child for adoption or foster care if the employee and the employing department agree to such a schedule. Leave for a serious health condition (either an employee’s or an immediate family member’s) may be taken intermittently or on a reduced leave schedule when “medically necessary.”

“Medically necessary” means there must be a medical need for the time off work which can be best accomplished through an intermittent or reduced leave schedule. An employee requesting intermittent time off work is required to submit a medical certification stating the reason why the intermittent time off work is necessary and the schedule for treatment, if applicable.

## **EMPLOYEE HANDBOOK**

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Once medical certification is received, intermittent time off work may be taken for absences when the employee is unable to perform the essential functions of the position or the immediate family member is incapacitated because of a chronic or serious health condition even if the employee or immediate family member does not receive treatment by a health care provider.

If leave is sought on an intermittent or reduced work schedule basis, medical certification from the health care provider must state:

- That intermittent or reduced work schedule leave is medically necessary;
- The probable duration of such a schedule;
- The duration and frequency of episodes of incapacity, if the condition is a chronic condition or pregnancy;
- The probably number and intervals of treatments, if treatments are required for the condition.

A Department Head may temporarily transfer an employee to an alternative position with equivalent pay and benefits, with the approval of the General Manager, which better accommodates the employee's need for intermittent time off work and he/she is qualified to perform the job functions. An employee need not to consent to such a transfer; the Department Head, with the approval of General Manager, has the right to involuntarily transfer the employee. Such temporary transfers will last only as long as the current medical certification allows. The District is not required to create a position solely for the purposes of accommodating the employee's new or modified schedule.

An employee who returns to work under CFRA on an intermittent schedule shall not accrue any paid time off during any unpaid period of leave and the District is not required to pay employees during CFRA leave. Upon return, employees may use vacation time or other accumulated paid leave, other than sick time. Sick time may only be used if the CFRA leave is for the employee's or an immediate family member's serious health condition, or otherwise qualifies under the District's sick leave provisions. The District will provide group health benefits to employees while on CFRA leave and upon their return during this time. Returning employees, working a reduced schedule, may begin accruing vacation, sick and holiday time on a pro-rated basis.

An employee is required to reasonably accommodate District needs when scheduling medical treatments. The employee's (or applicable family member's) health care provider must approve the scheduling of such events and it should be provided in writing.

### Insurance Coverage

The District will continue to make the District's contribution for the group health plan premiums in order to maintain employee's health plan coverage (that is already in effect) during the twelve (12) weeks of FMLA/CFRA approved time off work. The employee is responsible to pay his/her share of group health insurance premiums on a monthly basis. Group health insurance includes medical, dental and vision insurance, if currently applicable. The employee's share of group health insurance premiums is the difference between the employee's group health coverage plan premium and the District's contribution. Employees are not entitled to receive any cash back on a cash out option during any unpaid leave.

Health insurance premium payments must be made directly to the District each month for the full premium amount of the employee's share. If an employee is in a paid status during the FMLA/CFRA time off, the employee's share of payments for group health plan coverage will be paid through payroll deductions. Employees who are on unpaid FMLA/CFRA time off work and/or employees who are simultaneously using leave under other provisions, such as Workers' Compensation, short- and long-term disability, are responsible to pay the employee's share of group health insurance premiums. The employee must contact the General Manager's office to set up proper payment.

If an employee chooses not to retain health coverage during an unpaid FMLA/CFRA leave, upon the employee's return to work, the employee's health coverage will be reinstated on the same terms as existed prior to the employee's taking the leave, subject to any change in the plan that occurs during the FMLA/CFRA leave.

### Termination of Health Care Coverage

If an employee's group health care coverage premium payment during the FMLA/CFRA leave is more than 30 days late, the employee's group health plan coverage will be terminated. However, other FMLA/CFRA rights will continue, including job restoration and restoration to equivalent benefits upon return-to-work.

### Recovery of Health Insurance Premiums by the District

The District will recover premiums paid for an employee's group health care coverage if the employee's FMLA/CFRA time off work has expired AND if the employee is no longer on an approved leave of absence AND if the employee's failure to return-to-work is for a reason other than the employee's or the employee's immediate family member's serious health condition or circumstances beyond the employee's control. Employees are required to read and sign the "Authorization for Recovery of Group Health Coverage Premium" form at the time FMLA/CFRA time off work is initiated/designated.

### Employee Entitlement to Continuation of Health Benefits under COBRA

An employee who does not return to employment with the District at the end of the FMLA/CFRA time off work, will have the right to COBRA continuation coverage beginning on the last day of FMLA/CFRA time off work, if the following conditions are met:

- An employee (or spouse or dependent child of the employee) is covered under a District group health plan on the day before FMLA/CFRA time off work begins; and
- An employee (or spouse or dependent child of the employee) would, in the absence of COBRA coverage, lose coverage under the group health care plan.

The last day of FMLA/CFRA time off work is the end of the FMLA/CFRA period OR the date the employee informs his/her Department Head that he/she (i.e. the employee) will not be returning to work, whichever occurs first.

Any lapse in group health plan coverage during FMLA/CFRA time off work shall not affect the employee's right to COBRA continuation.

# **EMPLOYEE HANDBOOK**

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## Effect of Unpaid FMLA/CFRA Time Off Work on Exempt Status Under FLSA

Providing unpaid time off work required by the FMLA/CFRA will not result in the loss of the Fair Labor Standards Act (FLSA) exemption, for those employees who are exempt from overtime payments. Therefore, the District may make deductions from an exempt employee's salary (as a general rule, exempt employees are executive, administrative, and professional employees) for any hours taken as intermittent or reduced leave under the FMLA/CFRA without jeopardizing an employee's exempt status.

## Americans with Disabilities Act (ADA) and FMLA/CFRA

Under the ADA, a qualified individual with a disability is defined as a person with a disability who, with or without reasonable accommodation, can perform the essential functions of the job being held or sought. A person is disabled if he/she is substantially limited in a major life activity. Department Heads and supervisors should first contact the General Manager if they have received information or a request from an employee to have an accommodation made either before an employee returns from an approved leave or immediately upon his/her return from an approved leave. Under no circumstances should a Department Head or supervisor review an employee's medical information. Only the District designated HR Representative will view the medical information when it is received from the health care provider, conduct the interactive process with the employee when necessary, and determine an employee's eligibility under ADA.

An employee with a serious health condition, who is eligible for time off work under the FMLA/CFRA, and who is a qualified individual with a disability under the Americans with Disabilities Act (ADA), is entitled to his/her rights under both Acts (ADA and FMLA/CFRA).

## Workers' Compensation and the FMLA

When an employee is injured on the job and the injury also results in a serious health condition that makes an employee unable to perform any one of the essential functions of the employee's position within the meaning of FMLA/CFRA, the employee may qualify for both Workers' Compensation and FMLA/CFRA (running together concurrently) if the reason for the absence is considered a qualifying reason under the designated leave statute(s).

## Catastrophic Time Bank and FMLA/CFRA

A District employee, who initiates the creation of catastrophic time bank for an applicable FMLA/CFRA qualifying reason and who receives donations of time from such a time bank, will have the resulting paid time off designated as FMLA/CFRA leave. Under these circumstances, time donated to the employee via the time bank program will be credited against an employee's twelve (12) week FMLA/CFRA time limitation, when available.

## Employee Protection Against Unlawful Employment Practices

Any District employee who has used FMLA/CFRA leave, shall be protected against unlawful employment practices. It is unlawful to interfere with, restrain or deny any employee the ability to exercise or attempt to exercise any leave right granted under the provisions of the FMLA or CFRA, or for seeking to use PDL. It is similarly unlawful to discharge, discriminate or retaliate against

an employee for exercising or attempting to exercise any leave right granted under the provisions of the FMLA or CFRA, or for seeking to use PDL. Also, it is unlawful to discharge or discriminate against any employee because of giving information or testimony in connection with an inquiry or proceeding relating to a right provided by the law, opposing any lawful practice by the law, opposing any unlawful practice or filing a charge or instituting a proceeding under law.

FMLA is enforced by the Department of Labor (Wage and Hour Division) and the California Department of Fair Employment and Housing (DFEH), enforces CFRA. An employee may bring suit in the state or federal court within two (2) years of an alleged violation or within three (3) years if the violation is willful. An employee may also file a complaint with the Department of Labor and with the DFEH. Employee may file a complaint with the DFEH within one (1) year of the alleged violation.

### FMLA/CFRA and Retirement Plans

A District employee is entitled to the right of reinstatement to the same or equivalent position and equivalent benefits after the conclusion of unpaid FMLA/CFRA leave, including the retirement benefit plan under the California Public Employees Retirement System (CalPERS).

With respect to the District retirement plans, any period of unpaid FMLA/CFRA time off work must not be treated as or counted toward a break in service for purpose of vesting and eligibility to participate.

### Timekeeping and Coding

Leave time must be properly coded and reported timely, and that leave time is tracked correctly in accordance with each statute. Communication between the employee on leave and the supervisor must be maintained throughout the leave and leave information must be reported promptly to the payroll department representative.

### Recordkeeping

The District is required to make, keep, and preserve records pertaining to the District's compliance with the FMLA and CFRA regulations. These records are maintained separately from the employee's personnel file; the records must be maintained for at least three (3) years in accordance with regulations issued by the Department of Labor. The Department of Labor may require submission of the records for inspection.

### **Pregnancy Disability Leave (PDL)**

Pregnancy Disability Leave provides income replacement through State Disability Insurance (SDI) when an employee is disabled due to pregnancy. Wage replacement may be provided to qualifying employees for up to four (4) weeks pre-birth and six (6) weeks recovery of partial pay (55% of an employee's weekly wage up to the maximum benefit). To receive SDI disabled employees must apply for SDI directly through the Economic Development Department (EDD). Upon application, SDI does require a seven-day, non-payable waiting period.

# EMPLOYEE HANDBOOK

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## **California Paid Family Leave (PFL)**

California Paid Family Leave (PFL) provides income replacement through State Disability Insurance (SDI) under FMLA/CFRA when an employee takes leave to bond with a newborn baby, newly adopted or foster child, or to care for a parent, child, spouse or registered domestic partner with a serious health condition. PFL can be taken in hourly or daily increments as needed. This law provides for up to six (6) weeks of partial pay (55% of an employee's weekly wage up to the maximum benefit). PFL should be taken concurrently with FMLA and/or CFRA to guarantee job protection. Employees must apply for PFL directly through the EDD. Upon application, PFL does require a seven-day, non-payable waiting period. During this time the District does require employees to use vacation leave while waiting to receive PFL benefits. Note: Bonding mothers who are transitioning from SDI benefits to Paid Family Leave do not have to serve a separate waiting period. Employees have the option to supplement their pay during PFL with their accrued vacation, sick leave or compensatory time, up to the maximum of 100% of their wages.

## **Military Care Giver Act**

In accordance with the Military Caregiver Leave Act the District will grant an eligible employee who is a spouse, son, daughter, parent, or next of kin of a covered service member with a serious injury or illness up to a total of 26 workweeks of unpaid leave during a "single 12-month period" to care for the service member. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. A serious injury or illness is one that was incurred by a service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank, or rating.

The "single 12-month period" for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12-month period established by the employer for other types of FMLA leave. An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA qualifying reason during the "single 12-month period" (Only 12 of the 26-week total may be used for a FMLA qualifying reason other than to care for a covered service member).

## **Military Spouse Leave**

California Military and Veterans Code (Section 395.10) provides for up to 10 days of unpaid leave for spouses or registered domestic partners of military personnel who are home on leave from deployment during a period of military conflict. With supervisory approval, employees may use applicable leave banks such as vacation and compensatory time during this leave. Employees must work an average of 20 hours or more per week to qualify for this type of leave.

In order to apply for this leave, employees must provide notice of their intention to take leave within two (2) business days of receiving official notice that the military member will be home on deployment leave. The employee must submit written documentation certifying that the military member's deployment leave will occur simultaneously with the request for leave time.



### **Unpaid Leaves**

Unless otherwise provided for herein, no employee on leave shall be in an unpaid status unless all accumulated and available leave balances have been exhausted, when applicable. An employee may be granted an unpaid leave of absence when approved by the General Manager.

### **Unauthorized Voluntary Absence**

Where an employee is not qualified to use, or refuses to use, vacation, sick time, or one of the authorized leaves set forth in this Manual, an absence from work will be deemed an unauthorized or unjustified absence. As stated in the Standards of Conduct, as defined in this document, one of the offenses that could be grounds for disciplinary action, up to and including termination, is excessive or unjustified absences.

Absence from work without permission for three (3) consecutive working days shall be grounds for termination in accordance with disciplinary procedures.

**5**

**TWENTYNINE PALMS WATER DISTRICT**  
72401 HATCH ROAD, TWENTYNINE PALMS, CA 92277-2935  
760.367.7546 PHONE 760.367.6612 FAX

TO:	BOARD OF DIRECTORS
DATE:	FEBRUARY 22, 2018
FROM:	RAY KOLISZ, GENERAL MANAGER
SUBJECT:	CONSIDERATION TO APPROVE RESOLUTION 18-03 DECLARING CERTAIN WATER DISTRICT PROPERTY AS SURPLUS AND AUTHORIZING DISPOSAL OF SAME

**BACKGROUND AND DISCUSSION**

Over the course of time the Water District accumulates items and or equipment that have been taken out of service or are no longer useful for District operations. These items need to be declared as surplus property by the Board of Directors to allow staff to proceed with the sale of such items.

Exhibit "A" identifies items for consideration to be declared surplus property.

**RECOMMENDED ACTION**

Approve Resolution 18-03 Declaring Certain Water District Property as Surplus and Authorizing Disposal of Same.

**EXHIBIT "A"**  
**TWETNYNINE PALMS WATER DISTRICT**  
**SURPLUS INVENTORY**  
**FEBRUARY 22, 2018**

**EQUIPMENT**

1.	2005 Ford ¾ Ton F-250 Truck	1FTNF20515EA47379
2.	1999 Ford ½ Ton F-150 Truck	1FTRF17W5XKB50903
3.	1988 Yutani MD 200 Excavator	YQ00143
4.	1988 Canoga Towable Mixer	100AGB241
5.	1988 Ziemann E-Quip Trailer	IZCT27A24JZP14250
6.	1967 Stevens Utility Trailer	15263

**RESOLUTION 18-03**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TWENTYNINE PALMS WATER DISTRICT  
DECLARING CERTAIN WATER DISTRICT PROPERTY AS SURPLUS  
AND AUTHORIZING DISPOSAL OF SAME**

**WHEREAS**, an inventory of certain Water District property as listed on attached Exhibit "A" has been made; and

**WHEREAS**, a determination to be no longer necessary for the Water District's use has become appropriate.

**NOW, THEREFORE BE IT RESOLVED** that the Board of Directors of the Twentynine Palms Water District does hereby determine and declare the attached Exhibit "A" listing of property to be no longer necessary for the Water District's use and authorizing disposal at a surplus sale.

**PASSED, APPROVED AND ADOPTED** this 28th day of February 2018.

Ayes:  
Noes:  
Abstain:  
Absent:

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Kerron E. Moore, President  
Board of Directors

Attest:

---

Ray Kolisz, Board Secretary  
Twentynine Palms Water District

**6**

**NO  
MATERIAL  
PROVIDED**

7

**TWENTYNINE PALMS WATER DISTRICT**  
72401 HATCH ROAD, TWENTYNINE PALMS, CA 92277-2935  
760.367.7546 PHONE 760.367.6612 FAX

TO:	BOARD OF DIRECTORS
DATE:	FEBRUARY 22, 2018
FROM:	RAY KOLISZ, GENERAL MANAGER
SUBJECT:	DISCUSSION AND REVIEW OF DISTRICT'S ORGANIZATIONAL CHART

**BACKGROUND AND DISCUSSION**

The current organizational chart for the District, shown as Exhibit A, has been in place with no significant changes in numerous years. Staff has been exploring possible changes to the organizational chart that will accomplish the following goals: (a) to promote professional development, (b) provide more effective cross training, (c) provide growth in certain positions, (d) and to more effectively manage departments.

Staff has created a draft revised organizational chart, shown in Exhibit B, that reflects changes that will accomplish the goals outlined above. The most significant change in the draft chart is the division of the "Treatment and Production" and "Maintenance" departments. Currently the management of these two departments falls under one person. Ever increasing demands due to regulations, reporting requirements, and escalating maintenance is creating excessive workloads that hinders the ability for one person to effectively manage both departments. Creating two separate departments will streamline efficiency and promote professional development for successor planning.

The District is facing a wave of retiring personnel in the next 1-4 years that include key management and senior staff positions. Planning for this is essential for a smooth transition when this occurs and the District has recently hired additional staff that enables more time for cross training opportunities.

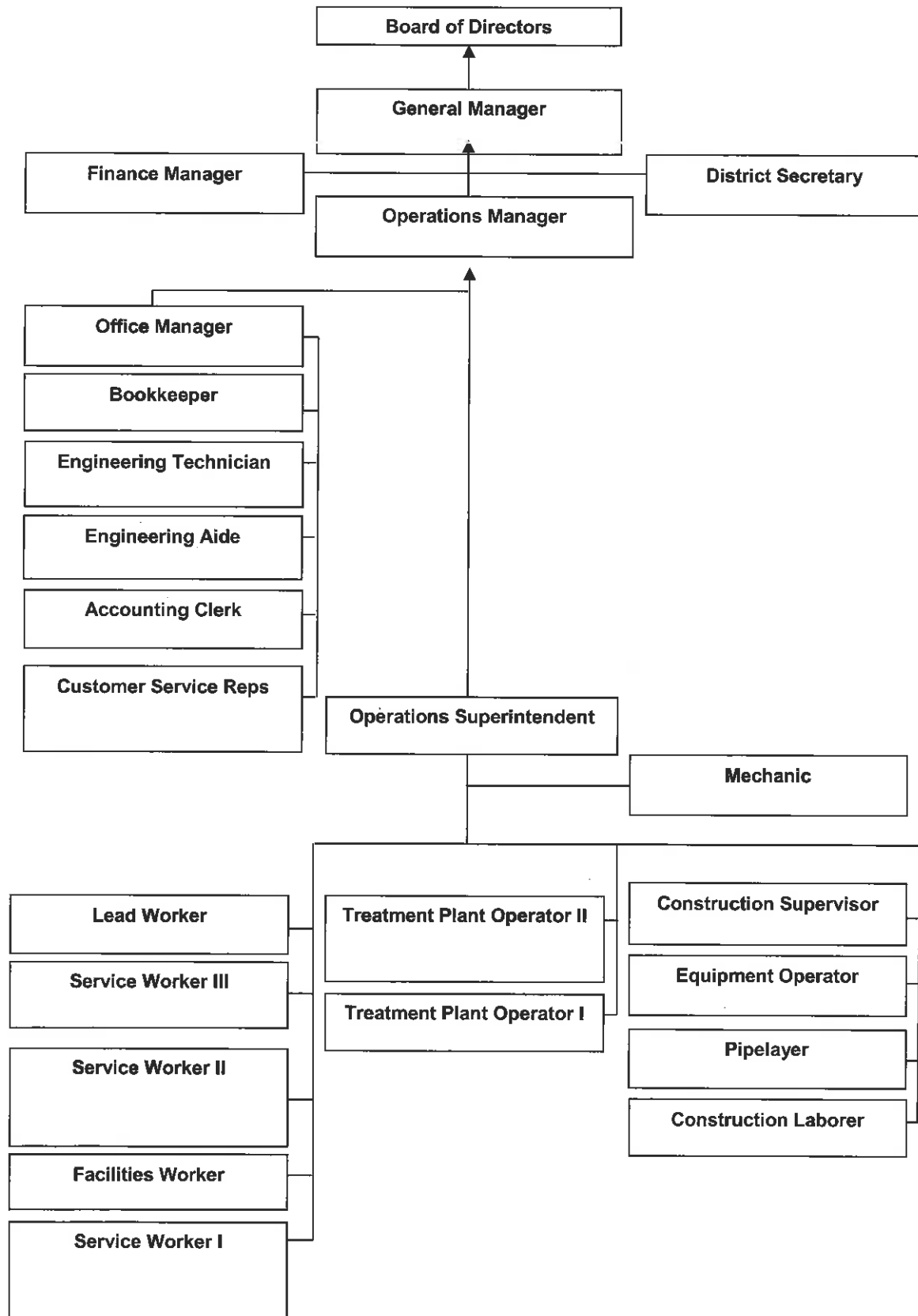
**RECOMMENDATION**

Staff is seeking a consensus from the Board to continue the process to make recommend changes to the draft organizational chart and report back to the Board at a future date for your approval.

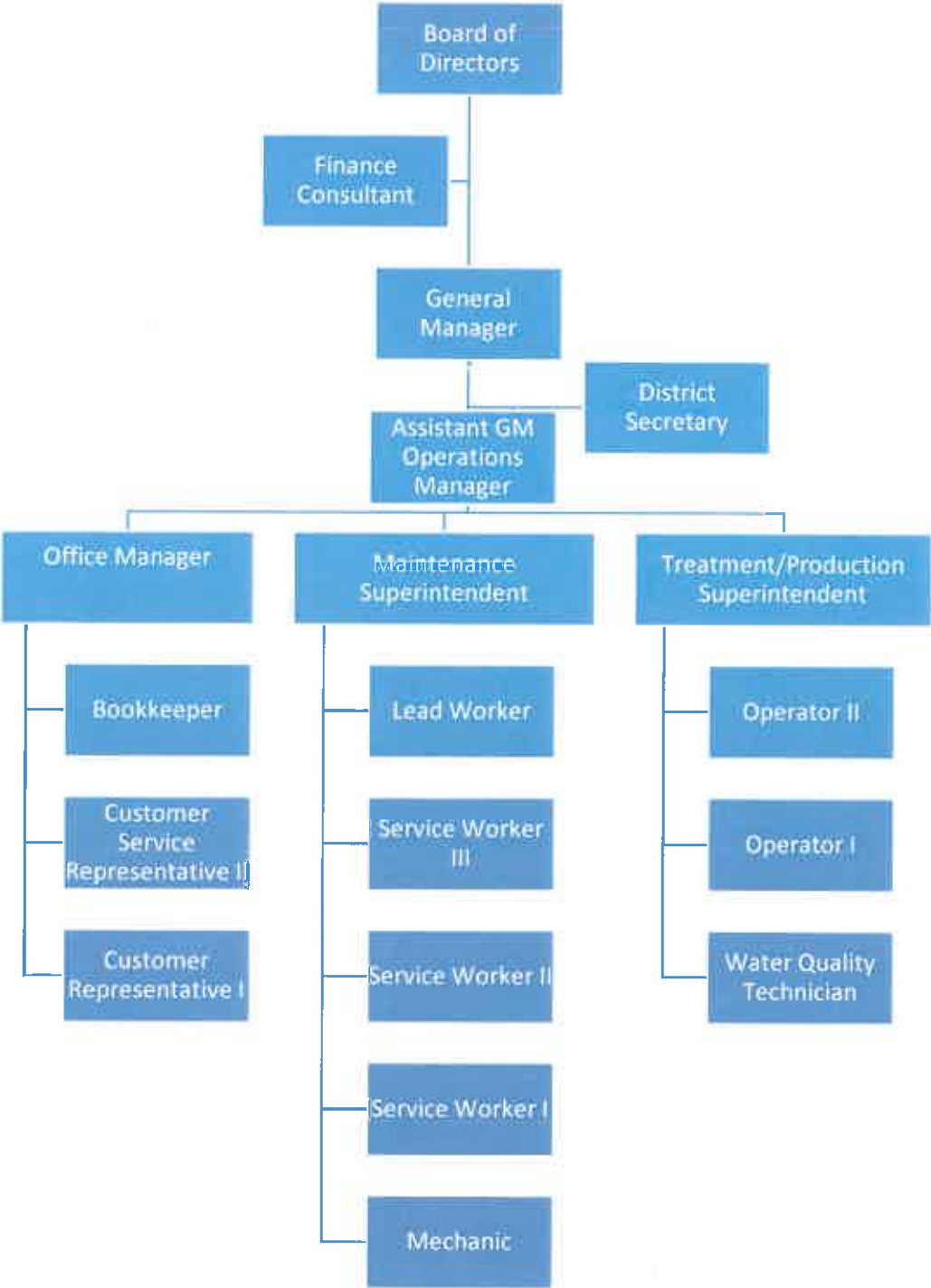


# Exhibit A

## TWENTYNINE PALMS WATER DISTRICT



**Exhibit B**  
**Draft Organizational Chart**



8

**MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS  
OF THE TWENTYNINE PALMS WATER DISTRICT  
72401 HATCH ROAD, TWENTYNINE PALMS, CA 92277**

**JANUARY 24, 2018 / 6:00 P.M.**

Call to Order and Roll Call

President Moore called the meeting to order at 6:00 p.m., 72401 Hatch Road, Twentynine Palms, California. Those responding to roll call were Directors Bob Coghill, Carol Giannini, Suzi Horn, Randy Leazer, and Sam Moore. Also present were General Manager Ray Kolisz, Financial Consultant Cindy Byerrum, Operations Superintendent Mike Minatrea, and District Secretary Cindy Fowlkes.

Pledge of Allegiance

Director Moore led the pledge.

Additions/Deletions to the Agenda

None

Public Comments

Aaron Kyle, of Twentynine Palms, spoke in favor of a monthly billing cycle, solar installation, and water filtration systems.

1. Election of Officers

Director Horn nominated Director Moore to serve as President, seconded by Director Giannini, and approved unanimously.

Director Moore nominated Director Coghill to serve as Vice-President, seconded by Director Leazer. Director Coghill declined.

Director Moore nominated Director Giannini to serve as Vice-President, seconded by Director Horn, and approved unanimously.

The General Manager, Ray Kolisz, will serve as the Board Secretary, which is common practice with most Districts.

2. Presentation of Audit Report for Fiscal Year 2016/2017 by Cindy Byerrum

Financial Consultant, Cindy Byerrum, presented the Audit Report on behalf of The Pun Group. The report is in draft format awaiting final technical review from the technical audit partner. The final draft will be submitted at the February Board meeting, if changes have been made. The financial statements were found to be in accordance to the Generally Accepted Accounting Principles for State and Local Governments (GAAP) and the audit report reflects a clean and unqualified audit opinion. The following items were highlighted:

- The PARS pension trust for the Fire Department will stay on the District's books until it is paid off.
- There is money on the books for the Fire Explorers fund that will be paid out once the District is given direction from legal counsel.
- PERS is requiring an increase in unfunded payments each year, depending on several factors including mortality rates and the plans projected rate of return.

- Accounting Standards will be changing next year.

Director Coghill moved to receive and file the audit report as presented, seconded by Director Horn, and approved unanimously.

3. Discussion and Review of Projects Submitted for Grant Funding Consideration through Integrated Regional Water Management Program

The District submitted five projects for consideration to the Mojave Water Integrated Regional Water Management Plan Technical Advisory Committee. These projects are eligible for grant funding consideration through the Department of Water Resources.

1. Salt and Nutrient Management Plan Groundwater Monitoring Project (SNMP) - Develop a strategy for the District and City of Twentynine Palms to monitor and protect groundwater resources. Estimated cost \$1.0 Million
2. Sustainable Management, Affordability, & Reliability for Twentynine Palms Plan (SMART Plan) – Objectives of the plan is to protect water quality, maintain affordability, and supply. Estimated cost \$100,000
3. AMI/AMR Smart Meter Upgrade Project – Upgrading current meters with this technology will allow for highly accurate meter reading, identify leaks and unusual water usage, and increase water use efficiency and water management. Real time data will be accessible for customers and the District to monitor accounts and identify leaks as they occur. The District is starting a pilot program to collect data to be used for grant funding consideration. Estimated cost \$1.0 Million
4. Redundancy Well for Fluoride Treatment Plant Project – TP-1 is the only supply well for the plant which provides approximately 40% of the District's supply. An additional well will ensure a redundant supply in the event TP-1 goes down and additional funding is needed in anticipation of the MCL variance expiration in 2023. Estimated Cost \$1.2 Million
5. Development of Well 11B – Drilling and construction of the well has begun. The District will be seeking funding for the required treatment processes to remove hexavalent chromium, arsenic, and fluoride removal. Estimated cost \$1.75 Million

4. Discussion of District Recognized Holidays

Mr. Kolisz explained the District's policy for observing holidays when they fall on weekends. Director Moore would like to give more thought on the Thanksgiving and Christmas holiday schedule.

5. Consent Calendar

- Minutes of a Regular Meeting held on December 20, 2017
- Audit List

Director Coghill moved to approve the Consent Calendar, seconded by Director Horn, and approved unanimously.

6. Items Removed from the Consent Calendar for Discussion or Separate Action  
None

7. Management Reports

7.1 Operations

The District responded to 32 Underground Service Alerts, had 2 water main leaks, 3 water meter leaks, 0 service line leaks, 0 fire hydrant repairs, performed 3 customer pressure checks, replaced 20 meters, replaced 5 customer gate valves, and installed 0 new services. Water production was up 6.76% as compared to the same month in 2013.

7.2 Finance

Ms. Byerrum reported the budget is trending favorably. The next rate study will take place in 1-2 years.

7.3 General Manager

Mr. Kolisz reported the soil conditions for Well 11B were very favorable and the District drilled deeper. Zone tests were performed and preliminary data suggests the water has elevated fluoride and arsenic levels. Ray met with Climatec who seeks grants for electrical efficiency by way of solar installation, upgraded motors, and lighting upgrades. They will be performing an assessment of the District. Ray and Adan met with the Phelan Water District and will be going to Joshua Basin Water District in anticipation of forming a coalition of special districts to raise awareness in Sacramento.

8. Future Agenda Items and Staff Tasks/Directors' Comments and Reports

Director Leazer was given an impromptu tour of the District this week and thanked Ray and Mike.

Director Giannini asked for an update on last month's request from an audience member, Kyle Kolisz, regarding bring your kid to work day.

9. Adjournment

On motion by Director Horn, seconded by Director Coghill, and approved by the Board, the meeting was adjourned at 7:11 p.m.

\_\_\_\_\_  
Kerron E. Moore, President  
Board of Directors

Attest:

\_\_\_\_\_  
Ray Kolisz, Board Secretary  
Twentynine Palms Water District

# Twentynine Palms Water District

Check Date Range: 1/1/2018 thru 1/31/2018

Ck No	Ck Date	Payable To	Ck Amt	Ck Detail	GL Acct No	Description
9847	01/10/2018	Accela, Inc. #774375	1,576.00	1,576.00	100-600-0000-5408	Web Payments with Online-Bills.com Dec.2017
9848	01/10/2018	ACWA/JPIA	31,145.99	25,787.50	100-310-0000-5140	Medical Coverage Feb 2018
				1,703.70	100-310-0000-5141	Medical Coverage Feb 2018
				359.17	100-310-0000-5142	Medical Coverage Feb 2018
				3,128.00	100-310-0000-5144	Medical Coverage Feb 2018
				(1,619.48)	100-310-0000-5144	Medical Coverage Feb 2018
				1,787.10	100-600-0000-5399	Medical Coverage Feb 2018
9849	01/10/2018	Customer Refund	30.31	30.31	100-000-0000-2000	Refund Check
9850	01/10/2018	Customer Refund	1.02	1.02	100-000-0000-2000	Refund Check
9851	01/10/2018	Ansafone Contact Centers	149.30	149.30	100-160-0000-5406	Answering Service
9852	01/10/2018	Autozone Inc.	14.89	8.22	100-130-0000-5222	Veh. #18 Oil Filter.
				6.67	100-130-0000-5222	Veh. #18 Brake Fluid.
9853	01/10/2018	Customer Refund	5.43	5.43	100-000-0000-2000	Refund Check
9854	01/10/2018	Customer Refund	26.05	26.05	100-000-0000-2000	Refund Check
9855	01/10/2018	BEARCOM	121.76	121.76	100-130-0000-5220	MOT BPR40/BC130 1200MAH NIMH Radio Batteries
9856	01/10/2018	Best Best & Krieger	4,286.90	1,288.70	100-600-0000-5403	Professional Services Dec 2017
				2,708.90	100-600-0000-5403	Professional Services Dec 2017
				289.30	100-600-0000-5403	Professional Services Dec 2017
9857	01/10/2018	Beyond Software Solutions	1,120.00	1,120.00	100-600-0000-5406	IT Services
9858	01/10/2018	Customer Refund	66.01	66.01	100-000-0000-2000	Refund Check
9859	01/10/2018	Customer Refund	61.67	61.67	100-000-0000-2000	Refund Check
9860	01/10/2018	Customer Refund	28.80	28.80	100-000-0000-2000	Refund Check
9861	01/10/2018	Customer Refund	43.99	43.99	100-000-0000-2000	Refund Check
9862	01/10/2018	Customer Refund	33.68	33.68	100-000-0000-2000	Refund Check
9863	01/10/2018	Customer Refund	43.52	43.52	100-000-0000-2000	Refund Check
9864	01/10/2018	Benjamin D. Brewer	1,935.00	1,935.00	100-110-0000-5406	Repair of Chlorine Building (Well#17)
9865	01/10/2018	Customer Refund	17.95	17.95	100-000-0000-2000	Refund Check
9866	01/10/2018	Burrtec Waste & Recycling Svcs	202.36	64.62	100-150-0000-5406	Amboy
				137.74	100-600-0000-5406	Hatch
9867	01/10/2018	Customer Refund	31.51	31.51	100-000-0000-2000	Refund Check

# Twentynine Palms Water District

**Check Date Range:** 1/1/2018 thru 1/31/2018

9868	01/10/2018	Carquest Auto Parts	20.55	13.55	100-130-0000-5222	Veh. #18 Air Filter.
				7.00	100-130-0000-5222	Veh. #18 Oil Filter.
9869	01/10/2018	Customer Refund	55.16	55.16	100-000-0000-2000	Refund Check
9870	01/10/2018	Customer Refund	37.32	37.32	100-000-0000-2000	Refund Check
9871	01/10/2018	Customer Refund	30.04	30.04	100-000-0000-2000	Refund Check
9872	01/10/2018	Clinical Lab of San Bern.	767.50	767.50	100-140-0000-5405	Water Samples
9873	01/10/2018	Dangelo	6,940.20	167.44	100-130-0000-5220	Shovel Razor Back round point wood handle
				85.23	100-130-0000-5220	Manhole Cover hook 5/8" Shank 27" long
				6,687.53	100-000-0000-1499	4" x 2 1/2" cast iron hydrant, caps paint safety yellow
9874	01/10/2018	Customer Refund	37.64	37.64	100-000-0000-2000	Refund Check
9875	01/10/2018	Engineering Resources	1,637.83	1,637.83	100-825-0000-6001	Professional Services
9876	01/10/2018	Mike Ernst	235.46	235.46	100-110-0000-5406	Installed new Lock/Deadbolt (Well#11)
9877	01/10/2018	Customer Refund	53.72	53.72	100-000-0000-2000	Refund Check
9878	01/10/2018	Customer Refund	30.04	30.04	100-000-0000-2000	Refund Check
9879	01/10/2018	Customer Refund	252.48	252.48	100-000-0000-2000	Refund Check
9880	01/10/2018	Customer Refund	57.48	57.48	100-000-0000-2000	Refund Check
9881	01/10/2018	Customer Refund	55.62	55.62	100-000-0000-2000	Refund Check
9882	01/10/2018	Customer Refund	29.58	29.58	100-000-0000-2000	Refund Check
9883	01/10/2018	Hach Company	427.46	427.46	100-150-0000-5220	Ryton Salt Bridege, Kynar
9884	01/10/2018	Inland Water Works	2,761.52	489.53	100-000-0000-1499	8" HYMAX COUPLING
				224.04	100-000-0000-1499	8" DI FLANGE TEE
				1,195.34	100-000-0000-1499	8" GATE VAVLE PUSH ON X FLANGE
				100.19	100-000-0000-1499	8" FLANGE ADAPTER
				752.42	100-000-0000-1499	6" PUSH ON X FLANGE GATE VALVE
9885	01/10/2018	Customer Refund	30.04	30.04	100-000-0000-2000	Refund Check
9886	01/10/2018	Customer Refund	70.90	70.90	100-000-0000-2000	Refund Check
9887	01/10/2018	Konica Minolta Premier	155.97	155.97	100-150-0000-5223	01/01/2018 - 01/31/2018
9888	01/10/2018	Customer Refund	48.72	48.72	100-000-0000-2000	Refund Check
9889	01/10/2018	Customer Refund	38.88	38.88	100-000-0000-2000	Refund Check
9890	01/10/2018	Mcmaster-Carr Supply Co.	578.92	356.33	100-110-0000-5220	Transducer
				31.26	100-150-0000-5220	Deionized Water-100% 1 Gallon Bottle
				126.39	100-130-0000-5220	Heavy Duty Wash Gun/With Fitting one pack of 8



# Twentynine Palms Water District

**Check Date Range:** 1/1/2018 thru 1/31/2018

				64.94	100-140-0000-5211	CL2 Squeeze Bottle 8oz
9891	01/10/2018	Customer Refund	50.00	50.00	100-130-0000-5330	Reimbursement T-1 Test
9892	01/10/2018	Minolta Business Systems	83.13	83.13	100-600-0000-5223	11/23/2017 - 12/22/2017
9893	01/10/2018	Customer Refund	30.04	30.04	100-000-0000-2000	Refund Check
9894	01/10/2018	Ortega Strategies Group	15,135.89	7,500.00	100-600-0000-5350	Professional Services
				7,635.89	100-600-0000-5350	Professional Services
9895	01/10/2018	Palm Springs Motors Inc.	197.22	80.18	100-130-0000-5222	Veh. #15 Turbo Connector.
				62.64	100-130-0000-5222	Veh. #15 Turbo Connector.
				15.67	100-130-0000-5222	Veh. #15 Turbo Clamp.
				25.46	100-130-0000-5222	Veh. #15 Turbo Clamp.
				13.27	100-130-0000-5222	Veh. #15 Turbo Clamp.
9896	01/10/2018	Platinum Consulting Group	6,000.00	6,000.00	100-600-0000-5401	Monthly Retainer Nov 2017
9897	01/10/2018	Customer Refund	39.26	39.26	100-000-0000-2000	Refund Check
9898	01/10/2018	Customer Refund	39.26	39.26	100-000-0000-2000	Refund Check
9899	01/10/2018	Prudential Overall Supply	187.04	48.35	100-130-0000-5253	Uniforms
				138.69	100-130-0000-5253	Uniforms
9900	01/10/2018	Customer Refund	49.11	49.11	100-000-0000-2000	Refund Check
9901	01/10/2018	S.C.E.	25,661.12	1,047.37	100-150-0000-5201	Plant
				24.83	100-110-0000-5201	Michel's
				2,328.12	100-110-0000-5201	Well 17
				34.22	100-110-0000-5201	Well 4
				1,016.19	100-600-0000-5201	Hatch
				10,566.41	100-110-0000-5201	Well TP-1
				1,275.99	100-110-0000-5201	Well 16
				1,311.79	100-110-0000-5201	Well 16
				1,084.58	100-120-0000-5201	Booster H1N, H2S
				2,446.24	100-110-0000-5201	Well 14
				1,243.72	100-110-0000-5201	Well 16
				59.96	100-110-0000-5201	Donnell
				3,221.70	100-120-0000-5201	Booster TP-1
9902	01/10/2018	Safety-Kleen Systems Inc.	317.94	317.94	100-130-0000-5406	Safety-Kleen
9903	01/10/2018	Satmodo LLC	129.88	129.88	100-600-0000-5203	Iridium Monthly Minute Plans

# Twentynine Palms Water District

**Check Date Range:** 1/1/2018 thru 1/31/2018

9904	01/10/2018	Customer Refund	61.20	61.20	100-000-0000-2000	Refund Check
9905	01/10/2018	Customer Refund	44.46	44.46	100-000-0000-2000	Refund Check
9906	01/10/2018	Shoplet.Com	29.61	29.61	100-600-0000-5301	Office Supplies
9907	01/10/2018	Susan L. Simmons	575.00	575.00	100-600-0000-5406	Janitorial Services
9908	01/10/2018	Customer Refund	38.79	38.79	100-000-0000-2000	Refund Check
9909	01/10/2018	Southern Calif. Gas Co.	98.35	98.35	100-600-0000-5202	Hatch
9910	01/10/2018	Bob Stephenson	125.00	125.00	100-610-0000-5350	Video recording board meeting
9911	01/10/2018	Swrcb Accounting Office	34,633.00	13,218.00	100-110-0000-5303	Water System Fees 07/01/2017 - 06/30/2018
				21,415.00	100-130-0000-5303	Annual Permit Fee 07/01/2017 - 06/30/2018
9912	01/10/2018	SWRCB-DWOCP	155.00	155.00	100-130-0000-5242	Distribution Certification Renewal/Kolisz
9913	01/10/2018	SWRCB-DWOCP	70.00	70.00	100-130-0000-5242	T-1 Certificate/Meyers
9914	01/10/2018	SWRCB-DWOCP	80.00	80.00	100-130-0000-5242	Grade 2 Treatment Certification/Stephenson
9915	01/10/2018	Customer Refund	11.78	11.78	100-000-0000-2000	Refund Check
9916	01/10/2018	Customer Refund	34.42	34.42	100-000-0000-2000	Refund Check
9917	01/10/2018	Customer Refund	13.67	13.67	100-000-0000-2000	Refund Check
9918	01/10/2018	Underground Service Alert	71.05	71.05	100-130-0000-5406	37 new tickets
9919	01/10/2018	Union Bank	1,649.34	31.98	100-600-0000-5301	Supplies
				30.68	100-600-0000-5330	Charges
				97.41	100-600-0000-5406	Microsoft
				114.95	100-600-0000-5406	Web
				17.00	100-600-0000-5330	Fuel
				14.09	100-600-0000-5330	Fuel
				38.96	100-600-0000-5301	Supplies
				8.87	100-600-0000-5330	Charges
				42.28	100-600-0000-5301	Supplies
				25.03	100-600-0000-5330	Fuel
				20.85	100-600-0000-5330	Charges
				135.50	100-600-0000-5330	AWWA M6 Water Meters Manual
				285.00	100-600-0000-5330	UCMR 4 REGISTRATION (Babcock Laboratories)
				118.82	100-130-0000-5228	3/8 Dr. Torque Wrench
22.42	100-130-0000-5228	Large Adj. Oil Filter Pliers				
(271.88)	100-130-0000-5222	Credit				

# Twentynine Palms Water District

Check Date Range: 1/1/2018 thru 1/31/2018

				(215.32)	100-130-0000-5222	Credit
				41.33	100-130-0000-5228	Tools
				9.31	100-130-0000-5228	Nylon Strap Oil Wrench
				1,082.06	100-130-0000-5228	Tools
9920	01/10/2018	Usa Blue Book	1,902.68	388.33	100-150-0000-5220	Fluoride Standard 1ppm
				388.32	100-150-0000-5220	Fluoride Standard 10ppm
				43.96	100-150-0000-5220	Pen
				379.29	100-130-0000-5220	Lead Free Pressure Gauge 2 1/2 Liquid Filled 0-160 PST
				10.98	100-140-0000-5211	1/8in ID X 1/4in OD Natural NSF 61 LLDPE 25 fr coil
				109.90	100-140-0000-5211	Stenner Variable Cam pk of 5
				59.85	100-140-0000-5211	stenner duckbill pack of 5
				28.44	100-140-0000-5211	stenner 1/4" ferrule pack of 10
				493.61	100-140-0000-5211	quick pro style roller only pack of 4
9921	01/10/2018	Verizon Wireless	314.77	314.77	100-600-0000-5203	Wireless
9922	01/10/2018	Customer Refund	60.27	60.27	100-000-0000-2000	Refund Check
9923	01/10/2018	Customer Refund	43.14	43.14	100-000-0000-2000	Refund Check
9924	01/10/2018	Customer Refund	25.93	25.93	100-000-0000-2000	Refund Check
9925	01/10/2018	Customer Refund	81.71	9.39	100-000-0000-2000	Refund Check
				22.32	100-000-0000-2000	Refund Check
				35.00	100-000-0000-2000	Refund Check
				15.00	100-000-0000-2000	Refund Check
9926	01/10/2018	Western Hydrostatics Inc.	3,999.24	3,999.24	100-130-0000-5407	Equip. #1 Repair of Hydraulic Cylinders.
9927	01/24/2018	Richard Capelli 29 Palms Fencing	1,535.00	950.00	100-130-0000-5406	Plant 11 Gate with barb wire
				585.00	100-110-0000-5406	Fence for New property on valle vista and utah trail
9928	01/24/2018	ACWA/JPIA	31,145.99	25,787.50	100-310-0000-5140	Health Coverage February 2018
				1,703.70	100-310-0000-5141	Health Coverage February 2018
				359.17	100-310-0000-5142	Health Coverage February 2018
				1,508.52	100-310-0000-5144	Health Coverage February 2018
				1,787.10	100-600-0000-5399	Health Coverage February 2018
9929	01/24/2018	Customer Refund	34.19	34.19	100-000-0000-2000	Refund Check
9930	01/24/2018	Autozone Inc.	37.03	17.48	100-130-0000-5222	Veh. #18 Right Front Wiper Blade.
				19.55	100-130-0000-5222	Veh. #18 Left Front Wiper Blade.

# Twentynine Palms Water District

**Check Date Range:** 1/1/2018 thru 1/31/2018

9931	01/24/2018	Beyond Software Solutions	540.00	540.00	100-600-0000-5406	IT Services
9932	01/24/2018	Benjamin D. Brewer	1,150.00	1,150.00	100-850-0000-6001	Repair Well 11B
9933	01/24/2018	Builders Supply - 29 Palms	292.06	8.61	100-130-0000-5220	Hasp for Utah Trail Monitoring Well.
				1.49	100-150-0000-5220	Poly Transplanter
				38.78	100-150-0000-5220	5gal paint pail
				16.13	100-150-0000-5220	Ultra light Kneepads
				35.55	100-130-0000-5226	Toxic Dust Respirator
				11.58	100-130-0000-5220	7" Round Valve Box
				22.41	100-130-0000-5220	3" S/D PVC CAP
				24.10	100-130-0000-5220	3" S/D PVC CAP
				15.06	100-130-0000-5220	Impulse Spike Sprinkler
				118.35	100-130-0000-5220	5/8"x100' HD Garden Hose
				9934	01/24/2018	Calif. Rural Water Association
9935	01/24/2018	Carquest Auto Parts	40.68	10.95	100-130-0000-5222	Veh. #18 Rear Wiper Blade.
				29.73	100-130-0000-5222	Veh. #18 Front Wiper Blades.
9936	01/24/2018	Centurylink Business Services	14.97	14.97	100-600-0000-5203	Hatch
9937	01/24/2018	Desert Hardware	105.18	24.04	100-150-0000-5220	Floor squeegee
				81.14	100-130-0000-5220	Trenching shovels
9938	01/24/2018	Desert Pacific Exterminators	160.00	160.00	100-130-0000-5406	Quarterly Service
9939	01/24/2018	Mike Ernst	235.46	235.46	100-110-0000-5406	Schlage lock and deadbolt with labor
9940	01/24/2018	Frontier Communications	304.54	162.09	100-150-0000-5203	Plant
				142.45	100-600-0000-5203	Hatch
9941	01/24/2018	Geographic Data and Management	165.00	165.00	100-875-0000-6001	Reinstallation of GPS Pathfinder
9942	01/24/2018	Inland Water Works	6,446.16	921.30	100-000-0000-1499	3/4 BRASS GATE VALVE
				861.29	100-000-0000-1499	1" BRASS GATE VALVE
				1,052.98	100-000-0000-1499	3/4 BRASS CHECK VLV
				735.39	100-000-0000-1499	1" AMS
				910.27	100-000-0000-1499	1" X 2 1/2" METER Tail
				51.72	100-000-0000-1499	3/4 BRASS NIPPLE X CLOSE
				61.41	100-000-0000-1499	1" BRASS NIPPLE X CLOSE
				552.33	100-000-0000-1499	3/4 AMS
				863.08	100-000-0000-1499	MBC FLUSH COVER 'water'

# Twentynine Palms Water District

Check Date Range: 1/1/2018 thru 1/31/2018

				242.43	100-000-0000-1499	6" X 12" GALVANIZED TOP SECTION
				193.96	100-000-0000-1499	6" X 18" GALVANIZED TOP SECTION
9943	01/24/2018	Kennedy/Jenks Consultants	2,747.50	2,747.50	100-600-0000-5412	Professional Services
9944	01/24/2018	Konica Minolta Premier	333.94	333.94	100-600-0000-5223	01/01/2018 - 01/31/2018
9945	01/24/2018	Mcmaster-Carr Supply Co.	677.53	384.17	100-150-0000-5220	Desiccant for 1/2 NPT, 25 scfm @ 45 Degree F compressed air drive
				20.08	100-150-0000-5220	Replacement filter element for 3/8, 1/2 and 3/4 NPT
				134.82	100-150-0000-5220	Filter element for 1/2 and 3/4 NPT compressed Air filter for wat
				138.46	100-150-0000-5220	Medium Bi-pin Tubular Fluorescent light bulbs. T8. 32W. 500K. 30
9946	01/24/2018	Office Supplies Plus Inc.	20.22	1.75	100-150-0000-5220	Index 3- ring 8 tab
				6.25	100-150-0000-5220	Binder 2 inch white 3 - ring
				0.78	100-150-0000-5220	binder clips
				11.44	100-150-0000-5220	Air duster cleaner
9947	01/24/2018	Palm Springs Motors Inc.	43.79	43.79	100-130-0000-5222	Veh. #15 Transmission Cooler Hose.
9948	01/24/2018	Prudential Overall Supply	571.81	48.35	100-130-0000-5253	Uniforms
				301.42	100-130-0000-5253	Uniforms
				173.69	100-130-0000-5253	Uniforms
				48.35	100-130-0000-5253	Uniforms
9949	01/24/2018	S.C.E.	5,220.89	757.81	100-120-0000-5201	Booster 11A, 11B
				856.51	100-120-0000-5201	Booster Two Mile
				1,396.17	100-120-0000-5201	Booster Lupine
				279.79	100-110-0000-5201	Well 15
				1,065.15	100-120-0000-5201	Booster Sullivan
				46.41	100-120-0000-5201	D.H. Resv. & Hydro
				42.37	100-110-0000-5201	Well 11
				776.68	100-110-0000-5201	Well 1
9950	01/24/2018	Safety Compliance Company	300.00	300.00	100-130-0000-5406	Safety Meeting
9951	01/24/2018	Shoplet.Com	296.18	215.94	100-600-0000-5301	Office Supplies
				80.24	100-600-0000-5301	Office Supplies
9952	01/24/2018	Susan L. Simmons	718.75	718.75	100-600-0000-5406	Janitorial Services
9953	01/24/2018	Spectrum Business	149.99	149.99	100-150-0000-5203	Joe Davis
9954	01/24/2018	SWRCB-DWOCF	115.00	55.00	100-130-0000-5242	T-1 Certificate/Meyers
				60.00	100-130-0000-5242	Grade 2 Treatment Certification/Stephenson

# Twentynine Palms Water District

**Check Date Range:** 1/1/2018 thru 1/31/2018

9955	01/24/2018	Tops'N Barricades Inc.	713.67	432.28	100-130-0000-5226	CONE 28" W/6-4" SLEEVES
				281.39	100-130-0000-5226	CONE 28" ORG PLAIN
9956	01/24/2018	TPX Communications	673.34	673.34	100-600-0000-5203	Hatch
9957	01/24/2018	Union Bank	2,844.29	224.13	100-600-0000-5330	ASE Study Guides(credit card).
				35.57	100-600-0000-5301	Office Supplies
				40.00	100-600-0000-5330	Fuel
				96.00	100-600-0000-5406	Microsoft
				108.77	100-600-0000-5301	Office Supplies
				189.49	100-600-0000-5406	Web
				562.09	100-600-0000-5406	Cater
				27.21	100-600-0000-5330	Charges
				153.10	100-130-0000-5226	Charges
				467.61	100-130-0000-5228	Charges
				114.95	100-600-0000-5406	Web
				549.50	100-130-0000-5228	Tools
				9.99	100-600-0000-5406	Web
				66.88	100-600-0000-5408	Fees
199.00	100-600-0000-5406	Video				
9958	01/24/2018	UPS	225.97	225.97	100-160-0000-5302	Shipping
9959	01/24/2018	Usa Blue Book	2,028.38	384.79	100-150-0000-5220	Gloves,Dusk Mask,Shop Goggles
				33.95	100-150-0000-5220	Ph 7.00 buffer yellow 4 liters NIST
				33.95	100-150-0000-5220	PH 4.00 BUFFER RED 4 LITERS
				667.00	100-130-0000-5226	4 Gas detector
				908.69	100-150-0000-5220	GLI phd differential ph sensor Ryton body 15ft cable
9960	01/24/2018	Vwr Scientific Products Corp.	702.82	702.82	100-150-0000-5220	Buffer TSAB II Supply in PL STL 3.8L
9961	01/24/2018	Yucca Rental	456.50	456.50	100-825-0000-6001	Rental Fee Bobcat/Attachment (Well #11-B)
9962	01/24/2018	SWRCB-DWOCP	55.00	55.00	100-130-0000-5242	T-1 Certificate/Meyers
9963	01/24/2018	SWRCB-DWOCP	60.00	60.00	100-130-0000-5242	Grade 2 Treatment Certification/Stephenson
			<b>Total</b>	<b>\$209,735.30</b>		

**10**

# 10.1



# TWENTYNINE PALMS WATER DISTRICT

72401 Hatch Road/P. O. Box 1735  
Twentynine Palms, CA 92277-1000  
PHONE (760) 367-7546 FAX (760) 367-6612

**TO:** Board of Directors  
**FROM:** Mike Minatrea, Operations Superintendent  
**DATE:** February 20, 2018  
**SUBJECT:** Management Report

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**A. The Operations and Maintenance Department performed the following tasks during the month of January 2018:**

1. Responded to 33 Underground Service Alerts
2. Responded to and repaired
  - a. 0 water main leaks
  - b. 1 water meter leak
  - c. 0 service line leaks
  - d. 1 fire hydrant repairs/maintenance
3. Installed 0 new services
4. Replaced 8 customer gate valves
5. Performed 1 leak audit
6. Painted 0 fire hydrants
7. Performed 5 customer pressure checks
8. Replaced 9 water meters
9. Tested and exercised emergency generators
10. Sounded wells for January
11. 2 water waste complaints reported

**B. The following customer service tasks were performed:**

1. 147 work orders were generated from reading meters
2. 19 work orders were generated from billing variance list
3. 327 work orders were generated for turn on or turn off
4. 551 termination notices were distributed
5. 65 non-pay turn offs were performed
6. 103 extensions were granted
7. 13 extensions were shut off for non-payment
8. 3 payment schedules have been granted
9. 0 payment schedules failed, total outstanding \$0
10. 10 customer requests and 5 complaints were logged and investigated

**C. Valve and Hydrant Maintenance Update**

	Valves Exercised (Began 06/15)	Dead Ends Flushed (Began 7/17)
Current Month	0	29
Year to Date	*3,127	132

\*Triennial cycle

TWENTYNINE PALMS WATER DISTRICT  
JANUARY WATER QUALITY AND ENGINEERING REPORT

1. **ENGINEERING**

A. No items to report.

2. **WATER QUALITY**

A. **Chlorine Levels:** Average levels maintained in the storage and distribution system ranged from a low of 0.12 mg/L to a high of 0.29 mg/L. Chlorination point (the point where chlorine is introduced into the distribution system) averages ranged from 0.25 mg/L to 0.56 mg/L.

B. **Bacteria Samples:** A total of 47 routine bacteria samples were collected at test points for the storage and distribution system during this past month. In addition 6 special bacteria samples were collected. All routine and special samples indicated ABSENT for Colilert.

C. **Fluoride Samples:** A total of 15 fluoride samples were collected at established test points for the storage and distribution system, and 6 fluoride samples were taken from potable water production wells. Fluoride levels in the distribution system ranged from a low of .83 mg/L to a high of 1.9 mg/L. Fluoride measurements collected at the wells ranged from a low of 0.37 to a high of 1.8 mg/L.

D. **General Physical:** A total of 14 general physical samples were collected from established locations as a part of routine testing requirements. Levels reported for color are <3.0, 1 for threshold odor and <0.1 – 0.4 for turbidity.

**TWENTYNINE PALMS WATER DISTRICT**  
**Water Production Report**  
**FY 2017/2018**

**Groundwater Source**

	Mesquite Springs Basin	Fortynine Palms Basin	Eastern Basin	Indian Cove Basin	Total Produced	Total Prior Yr	%Increase Decrease prior year	%Increase Decrease from 2013	New Service	Active Account	Prior Year	%Increase (Decrease)	Main Leaks
July	99.119	128.442	41.659	23.565	292.785	281.965	3.84%	-5.60%	2				1
August	123.835	94.006	30.503	20.795	269.139	275.286	-2.23%	-7.90%	0	7,750	7,703	0.63%	0
Sept.	115.034	80.942	22.277	13.753	232.006	241.554	-5.20%	-5.20%	0				0
October	122.11	58.325	23.787	9.666	213.888	214.323	-0.30%	-0.01	0	7,678	7,610	0.90%	0
Nov.	103.169	55.519	20.440	10.813	189.941	185.785	2.25%	1.50%	1				0
Dec.	85.121	63.505	19.980	7.235	175.841	169.662	3.64%	6.76%	0	7,660	7,497	2.17%	2
Jan.	112.239	40.548	10.997	4.040	167.824	143.544	16.90%	-13.57	0				0
Feb.													
March													
April													
May													
June													
<b>Totals</b>	<b>760.627</b>	<b>521.287</b>	<b>169.643</b>	<b>89.867</b>	<b>1541.424</b>	<b>1512.119</b>	<b>1.94%</b>		<b>3</b>				<b>3</b>

Production Totals Expressed in Acre Feet

**NOTE:** Year to Date Mesquite Springs Basin regeneration production of **12.878** acre feet = **1.66%** treatment loss.

**Total Meters in District = 8,090**

# 10.2

**TWENTYNINE PALMS WATER DEPARTMENT**

**FINANCIAL REPORT**

**For The Month Of**

**December 2017**

***PRELIMINARY -SUBJECT TO YEAR-END  
AND AUDIT ADJUSTMENTS***

**TWENTYNINE PALMS WATER DEPARTMENT  
STATEMENT OF INVESTMENTS AND RESERVES  
For the Period Ending December 31, 2017  
(Unaudited)**

<u>Operating Funds &amp; Internal Reserves:</u>	<u>Prior Balance</u>	<u>Deposits</u>	<u>Disbursements</u>	<u>Current Balance</u>	<u>Market</u>
Operating Funds - LAIF	\$ 2,951,545	\$ 100,000	\$ -	\$ 3,051,545	\$ 3,045,727
Election Fund Reserve - LAIF	20,925	-	-	20,925	20,885
Internal Operating Reserve - LAIF	166,638	-	-	166,638	166,320
Internal Debt Retirement Reserve - LAIF	-	-	-	-	-
Capital Funds for Primary Infrastructure - LAIF	57,891	-	-	57,891	57,781
Capital Funds for Secondary Infrastructure - LAIF	49,881	-	-	49,881	49,786
Investment Funds - CalTrust	1,014,140	1,172	-	1,015,313	1,013,377
<b>Total Investments</b>	<b>\$ 4,261,020</b>	<b>\$ 101,172</b>	<b>\$ -</b>	<b>\$ 4,362,192</b>	<b>\$ 4,353,875</b>

CERTIFICATION

I certify that (1) all investment actions executed since the last report have been made in full compliance with the District's Investment Policy and, (2) the District will meet its expenditure obligations for the next six months as required by California Government Code Sections 53646(b)(2) and (3), respectively.

**Cindy Byerrum, CPA**  
**Contract CPA**

**\*\* Market values are adjusted on this report on a quarterly basis and recorded in the District's financials statements at the end of the fiscal year**

**Twentynine Palms Water Department  
Statement of Revenues and Expenses  
For the Period Ending December 31, 2017  
(Unaudited)**

	Dec-17	Nov-17	YTD	Budget	YTD 50%	Prior YTD
1 Operating Revenues	\$ 305,928	\$ 319,211	\$ 2,164,932	\$ 3,880,260	56%	\$ 2,042,945
2 Non-Operating Revenues	63,593	69,773	353,454	654,200	54%	327,889
<b>3 Total Revenue Available to Fund Operations &amp; Capital/R&amp;R</b>	<b>369,521</b>	<b>388,983</b>	<b>2,518,386</b>	<b>4,534,460</b>	<b>56%</b>	<b>2,370,835</b>
4 Operating Expenses	293,133	274,847	1,713,956	3,709,380	46%	1,551,081
5 Non-Operating Expenses	16,357	16,357	98,144	199,400	49%	88,720
<b>6 Net Revenues Available to Fund Capital Related Expenditures</b>	<b>60,030</b>	<b>97,779</b>	<b>706,286</b>	<b>625,680</b>	<b>113%</b>	<b>731,034</b>

*No assurance is provided on these financial statements.*

*The financial statements do not include a statement of cash flows.*

*Substantially all disclosures required by accounting principles generally accepted in the United States are not included.*

**Twentynine Palms Water Department  
Detail Statement of Revenues and Expenses  
For the Period Ending December 31, 2017  
(Unaudited)**

	Dec-17	Nov-17	YTD	Budget	YTD 50%	Prior YTD
<b>1 Operating Revenues</b>						
2 Water Sales	\$ 199,945	\$ 214,501	\$ 1,524,955	\$ 2,580,500	59%	\$ 1,447,135
3 RTS	95,465	96,049	573,418	1,185,800	48%	534,446
4 Other Operating Revenue	10,518	8,661	66,559	113,960	58%	61,364
<b>5 Total Operating Revenues</b>	<b>305,928</b>	<b>319,211</b>	<b>2,164,932</b>	<b>3,880,260</b>	<b>56%</b>	<b>2,042,945</b>
<b>6 Non-Operating Revenues</b>						
7 Capital Impact Fees	-	-	2,725	-	0%	1,950
8 Water Availability Assessment	49,258	49,258	295,550	591,100	50%	295,550
9 Interest Revenue	4,082	3,401	22,195	30,700	72%	7,269
10 Other Penalties	5,788	18,282	26,768	23,700	113%	17,872
11 Reimbursed Expenses	4,736	119	12,305	5,000	246%	3,619
12 Other Non-Operating Revenue	(272)	(1,288)	(6,089)	3,700	-165%	1,630
<b>13 Total Non-Operating Revenues</b>	<b>63,593</b>	<b>69,773</b>	<b>353,454</b>	<b>654,200</b>	<b>54%</b>	<b>327,889</b>
<b>14 Total Revenues</b>	<b>369,521</b>	<b>388,983</b>	<b>2,518,386</b>	<b>4,534,460</b>	<b>56%</b>	<b>2,370,835</b>
<b>15 Operating Expenditures</b>						
<b>16 Source of Supply</b>						
17 Labor & Benefits	353	539	2,510	9,700	26%	5,985
18 Direct Expenses	23,728	18,783	132,048	323,300	41%	136,614
<b>19 Total Source of Supply</b>	<b>24,081</b>	<b>19,322</b>	<b>134,558</b>	<b>333,000</b>	<b>40%</b>	<b>142,598</b>
<b>20 Pumping</b>						
21 Labor & Benefits	97	440	2,552	2,000	128%	764
22 Direct Expenses	11,921	13,768	67,228	139,100	48%	48,797
<b>23 Total Pumping</b>	<b>12,018</b>	<b>14,208</b>	<b>69,780</b>	<b>141,100</b>	<b>49%</b>	<b>49,561</b>
<b>24 Transmission &amp; Distribution</b>						
25 Labor & Benefits	60,540	56,681	370,944	835,700	44%	308,075
26 Direct Expenses	28,569	10,544	122,316	294,900	41%	110,378
<b>27 Total Transmission &amp; Distribution</b>	<b>89,110</b>	<b>67,224</b>	<b>493,260</b>	<b>1,130,600</b>	<b>44%</b>	<b>418,453</b>
<b>28 Treatment Wells</b>						
29 Labor & Benefits	2,902	2,539	20,726	50,700	41%	18,354
30 Direct Expenses	1,535	-	11,380	25,800	44%	12,733
<b>31 Total Treatment Wells</b>	<b>4,437</b>	<b>2,539</b>	<b>32,106</b>	<b>76,500</b>	<b>42%</b>	<b>31,088</b>
<b>32 Treatment Facility</b>						
33 Labor & Benefits	12,151	12,623	92,590	186,000	50%	71,834
34 Direct Expenses	30,140	50,113	220,278	401,400	55%	150,635
<b>35 Total Treatment Facility</b>	<b>42,291</b>	<b>62,736</b>	<b>312,868</b>	<b>587,400</b>	<b>53%</b>	<b>222,469</b>
<b>36 Customer Accounts</b>						
37 Labor & Benefits	17,489	16,083	96,029	241,500	40%	73,839
38 Direct Expenses	383	7,000	11,113	51,700	21%	17,161
<b>39 Total Customer Accounts</b>	<b>17,872</b>	<b>23,083</b>	<b>107,142</b>	<b>293,200</b>	<b>37%</b>	<b>91,000</b>



**Twentynine Palms Water Department**  
**Detail Statement of Revenues and Expenses**  
**For the Period Ending December 31, 2017**  
**(Unaudited)**

	Dec-17	Nov-17	YTD	Budget	YTD 50%	Prior YTD
<b>40 General Administration</b>						
41 Outside Services	21,904	35,048	175,366	299,400	59%	149,936
42 Direct Expenses	30,072	13,806	130,863	319,780	41%	92,847
43 Fire Department Reimbursements	73	-	73	-	0%	-
<b>44 Total General Admin.</b>	<b>52,050</b>	<b>48,855</b>	<b>306,302</b>	<b>619,180</b>	<b>49%</b>	<b>242,783</b>
<b>45 Employee Salaries</b>						
46 Direct Labor	84,242	83,451	561,860	1,169,500	48%	559,356
47 Less Transfer to Operations	63,468	62,307	417,616	894,400	47%	414,720
<b>48 Total General &amp; Admin. Salaries</b>	<b>20,774</b>	<b>21,144</b>	<b>144,244</b>	<b>275,100</b>	<b>52%</b>	<b>144,636</b>
<b>49 Employee Benefits</b>						
49 Health Benefits	10,867	10,171	64,189	149,900	43%	32,410
50 Vacation / Sick Payouts	17,459	642	20,605	34,300	60%	79,226
51 Retirement Expenses	1,549	3,383	17,516	47,600	37%	85,621
<b>52 Total Employee Benefits</b>	<b>29,875</b>	<b>14,196</b>	<b>102,310</b>	<b>231,800</b>	<b>44%</b>	<b>197,257</b>
<b>53 Board of Directors</b>						
54 Directors' Fees	625	1,425	5,875	12,600	47%	6,200
55 Direct Expenses	-	115	5,510	8,900	62%	5,037
<b>56 Total Board of Directors</b>	<b>625</b>	<b>1,540</b>	<b>11,385</b>	<b>21,500</b>	<b>53%</b>	<b>11,237</b>
<b>57 Total Operating Expenditures</b>	<b>293,133</b>	<b>274,847</b>	<b>1,713,956</b>	<b>3,709,380</b>	<b>46%</b>	<b>1,551,081</b>
<b>58 Non-Operating Expenditures</b>						
59 Debt Service, Principle	-	-	-	-	0%	-
60 Debt Service, Interest	-	-	-	-	0%	-
<b>61 Total Debt Service</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>	<b>-</b>
62 Depreciation Expense	-	-	-	-	0%	-
63 Unfunded PERS	7,824	7,824	46,944	97,000	48%	40,434
64 Unfunded OPEB Liability	8,533	8,533	51,200	102,400	50%	48,285
<b>65 Total Non-Operating Expenditures</b>	<b>16,357</b>	<b>16,357</b>	<b>98,144</b>	<b>199,400</b>	<b>49%</b>	<b>88,720</b>
<b>66 Total Expenditures</b>	<b>309,490</b>	<b>291,205</b>	<b>1,812,100</b>	<b>3,908,780</b>	<b>46%</b>	<b>1,639,801</b>
<b>Net Revenues Available to Fund Capital</b>						
<b>67 Related Expenditures</b>	<b>60,030</b>	<b>97,779</b>	<b>706,286</b>	<b>625,680</b>	<b>113%</b>	<b>731,034</b>
68 Carryover Projects	(65,866)	-	(77,793)	(425,000)	18%	(43,861)
69 Capital Improvement Projects	(2,788)	-	(24,580)	(2,350,000)	1%	-
70 Repair, Rehabilitation, & Maintenance	-	-	(70,760)	(185,000)	38%	(70,577)
71 Capital Outlay	-	(79,658)	(112,832)	(300,000)	38%	(81,463)
72 Transfer To CalPERS	-	-	-	-	0%	-
73 Transfer From Special Revenue	7,496	5,665	44,955	80,700	56%	37,188
74 Transfers in from SRF for Election	-	-	-	-	0%	-
75 Debt Retirement	-	-	-	-	0%	-
<b>76 Increase (Decrease) In Fund Balance</b>	<b>\$ (1,127)</b>	<b>\$ 23,786</b>	<b>\$ 465,276</b>	<b>\$ (2,553,620)</b>	<b>-18%</b>	<b>\$ 572,321</b>

No assurance is provided on these financial statements.

The financial statements do not include a statement of cash flows.

Substantially all disclosures required by accounting principles generally accepted in the United States are not included.

**Twentynine Palms Water Department  
Special Revenue Fund  
For the Period Ending December 31, 2017  
(Unaudited)**

	<u>Dec-17</u>	<u>Nov-17</u>	<u>YTD</u>	<u>Budget</u>	<u>YTD 50%</u>	<u>Prior YTD</u>
1 Tower Revenues	\$ 10,829.60	\$ 8,998.60	\$ 64,954.74	\$ 117,400.00	55%	\$ 57,187.95
2 Less Transfers Out to Fire	\$ -	\$ -	\$ -	\$ -	0%	\$ -
3 Less Transfers Out To Water	\$ (7,496.27)	\$ (5,665.27)	\$ (44,954.76)	\$ (77,400.00)	58%	\$ (37,187.97)
4 Transfer to PARS Trust	\$ (3,333.33)	\$ (3,333.33)	\$ (19,999.98)	\$ (40,000.00)	50%	\$ (19,999.98)
<b>Ending Balance To Retain In LAIF</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>		<u>\$ -</u>

**Twentynine Palms Water Department**  
**Carryover CIP/Current CIP and R&M/Capital Outlay**  
**For the Period Ending December 31, 2017**  
**(Unaudited)**

<b>Carryover Capital Approved in Previous Years</b>	<b>Budget FY 17/18</b>	<b>Current Year Expenditures</b>	<b>Remaining Budget / (Over Budget)</b>
<b>District Projects</b>			
1 USGS Study	150,000	\$ -	150,000
2 Hazard Mitigation Plan	-	4,525	(4,525)
3 Treatment Feasibility & Exploration Costs	100,000	51,588	48,412
4 SGMA	75,000	-	75,000
5 Salt Nutrient Monitoring Wells	100,000	21,679	78,321
<b>6 Total Carryover Capital Approved in Previous Years</b>	<b>425,000</b>	<b>77,793</b>	<b>347,207</b>
<b>7 Capital Improvement Plan</b>			
8 Chromium VI and Flouride for Well 11B	1,000,000	634	999,366
9 Fluoride Variance (Expiring) - TP-2, W12, W16	600,000	-	600,000
10 Well 11B	750,000	23,946	726,054
<b>11 Total Capital Improvement Plan</b>	<b>2,350,000</b>	<b>24,580</b>	<b>2,325,420</b>
<b>12 Repairs, Rehabilitation, &amp; Maintenance</b>			
13 Plant 6 Electrical and Well Upgrade	-	1,148	(1,148)
14 Emergency Repairs, Unspecified	50,000	20,522	29,478
15 Repiping/Distribution System Upgrades	50,000	1,716	48,284
16 Meter Replacement Program	75,000	-	75,000
17 Asphalt Repair Vista Del Sol	-	47,374	(47,374)
18 Fluoride Plant Instrumentation\Coating	10,000	-	10,000
<b>19 Total Repairs &amp; Maintenance</b>	<b>185,000</b>	<b>70,760</b>	<b>114,240</b>
<b>20 Capital Outlay</b>			
21 Vehicle/Equipment Replacements	100,000	94,316	5,684
22 Computer/Technology Replacements	30,000	558	29,442
23 GIS	30,000	-	30,000
24 Lobby Remodel	100,000	1,958	98,043
25 Fencing Upgrade	15,000	16,000	(1,000)
26 One-Time Existing Conditions Sampling Event	25,000	-	25,000
<b>27 Total Capital Outlay</b>	<b>300,000</b>	<b>112,832</b>	<b>187,168</b>
<b>28 TOTAL</b>	<b>\$ 3,260,000</b>	<b>\$ 285,965</b>	<b>\$ 648,615</b>

**10.3**

**NO  
MATERIAL  
PROVIDED**