

REGULAR MEETING OF THE BOARD OF DIRECTORS

IDYLLWILD WATER DISTRICT
25945 Highway 243
Idyllwild, CA 92549

December 19, 2018 - 6:00 P.M.

AGENDA

CALL TO ORDER:

ROLL CALL:

PUBLIC COMMENTS:

Any person may address the Board at this time upon any subject not identified on this Agenda but within the jurisdiction of the District. Please note that for items not listed on the agenda, the Brown Act imposes limitations on what the Board may do at this time. The Board may not take action on the item at this meeting. As to matters on the Agenda, persons will be given an opportunity to address the Board when the matter is considered. If you wish to speak during public comment, please fill out a "Speaker Request Form" and give it to the Board Secretary. When the Board President calls your name, please immediately step to the podium and begin by giving your name and address for the record. Each speaker will be given four (4) minutes to address the Board.

1. CONSENT CALENDAR:

Consent Calendar items are expected to be routine and non-controversial, to be acted upon by the Board at one time without discussion. If any Board member, staff member, or interested person requests that an item be removed from the Consent Calendar, it shall be removed so that it may be acted upon separately. General Manager Comments (Item D) are verbal and will follow action on the written materials.

A. MINUTES – _____ November 21, 2018 _____

B. FINANCIAL REPORTS November 2018

1. Income statement for the Fifth month ending November 2018
2. District warrants for October 2018.

Check #	15106 – 15167	= \$ 219,191.43
Gross Payroll		= \$ 62,325.00
Federal/State PR taxes		= \$ 16,200.00
LAIF Transfers		= \$ 0.00
Transfers/charges		= \$ 0.00

C. OPERATIONS REPORT FOR THE FOURTH MONTH – November 2018

D. GENERAL MANAGER'S COMMENTS:

2. **IDYLLWILD COMMUNITY CENTER** – The Board of Directors will consider authorizing two agreements with the ICC related to the infrastructure on the Project.
3. **GENERAL MANAGER AUTHORITY** – The Board of Directors will consider adoption of Resolution No. 756 defining the General Manager's range of authority..
4. **AGENDA ITEMS**– The Board of Directors will consider adoption of Resolution 757 modifying the District meeting agenda development process within the Brown Act Compliance Policy.
5. **CHANGE ORDER FOR THE LILY CREEK FLOW MEASURING STRUCTURE** – The Board will consider a request by the Contractor for a change order on the Lily Creek Flow Measuring Structure.
6. **AMENDMENT TO THE EMPLOYMENT CONTRACT WITH FRITZ WUTTKE** – The Board will consider authorizing an Amendment to the Employment Contract with Fritz Wuttke for Part-time Waste Water Treatment Plant Chief Plant Operator
7. **JOB DESCRIPTION AND SALARY RANGE FOR CHIEF OPERATING OFFICER** – The Board of Directors will consider a job description and salary range for the position of Chief Operating Officer

DIRECTORS COMMENTS:

ADJOURNMENT:

To the next Board meeting is a Regular Meeting scheduled for January 16, 2019 at 6:00 p.m., to be held at the Idyllwild Water District Boardroom, 25945 Hwy. 243, Idyllwild, CA 92549.

Please remember during Public Comments.

- Comments should be limited to 4 minutes or less
- Comments should be directed to the Board as a whole and not directed to individual Board members.

Americans with Disabilities Act. In compliance with the ADA, if you need special assistance to participate in a District meeting or other services offered by this District, please contact the District office @ 951-659-2143 or email: admin@idyllwildwater.com. Upon request, the agenda and documents in the agenda packet can be made available in appropriate alternative formats to persons with a disability. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the District staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.

**MINUTES of the REGULAR MEETING
OF THE BOARD OF DIRECTORS**

November 21, 2018 - 6:00 P.M.

NOTE: IT IS ANTICIPATED THAT THIS CLOSED SESSION WILL TAKE A MINIMUM OF 30 MINUTES

CALL TO ORDER: President Schelly called the meeting to order at 6:00 p.m.

PUBLIC COMMENTS: Sue Nash would like in the record that this is an improper way to hold a meeting.

ADJOURN TO CLOSED SESSION: The Board adjourned to closed session at 6:05pm to discuss candidates for the General Manager position.

RECONVENED TO OPEN SESSION: The Board reconvened to Open Session at 6:30 pm.

ROLL CALL: Directors present: President Schelly, Vice President Peter Szabadi, Director Steve Kunkle, Director David Hunt, and Director Les Gin. General Manager Jack Hoagland, Chief Financial Officer Hosny Shouman and Board Secretary, Jeannine Olsen were also present.

Pledge of Allegiance:

1. **FISCAL YEAR 2017-2018 AUDIT PRESENTATION** – The Board of Directors will hear a presentation from Rogers, Anderson, Malody & Scott the District’s auditor and will consider accepting the audit of Fiscal Year 2017-2018.

AUDITORS COMMENTS: Scott Manno, a partner in the audit firm Rogers, Anderson Malody and Scott, discussed the audit. “We have rendered an unmodified opinion, which is the highest level we can give,” he told the board. At the end of the fiscal year, IWD’s net assets were greater than \$9 million, of which \$4 million was cash. This includes about \$1.2 million in specific reserves. For the fiscal year, both the operating costs for the water and sewer programs exceeded the revenue from sales. However, the addition of property tax revenue and meter sales resulted in a positive outcome for the water program. The sewer program ended the year with a \$14,000 deficit, covered by reserves.

PUBLIC COMMENT: Tom Paulek concerned about the cost of the audit. JP, from the Town Crier questioned the \$250,000.00 used for studies. Staff referred to the inundation study, rate study, dam study and engineering study for the pipeline.

Vice President Szabadi made a MOTION to accept the Audit for Fiscal Year 2017-2018 and Director Gin seconded. The vote was as follows;

AYES

NAYS

ABSTAIN

ABSENT

Dr. Schelly
Peter Szabadi
Steve Kunkle
David Hunt
Les Gin

PUBLIC COMMENT: Sue Nash feels since there were people here who had to leave because they didn't want to stand out in the cold, Ms. Nash would like to note for the record that she was blocked by the GM from going into the lobby while waiting for the public comment period, I was told to go stand out in the cold. Sue feels that no action should be taken on the rest of the AGENDA because of the way the notice was put and the way the public was told to leave for an indefinite amount of time and that this meeting is improper as far as public notice is concerned and that you don't have any authority to take action over any of the AGENDA items.

2. CONSENT CALENDAR:

Consent Calendar items are expected to be routine and non-controversial, to be acted upon by the Board at one time without discussion. If any Board member, staff member, or interested person requests that an item be removed from the Consent Calendar, it shall be removed so that it may be acted upon separately. General Manager Comments (Item D) are verbal and will follow action on the written materials.

A. MINUTES – November 21, 2018

B. FINANCIAL REPORTS October 2018

1.	Income statement for the Fourth month ending October 2018	
2.	District warrants for October 2018.	
	Check # 15040 – 15105	= \$ 225,479.18
	Gross Payroll	= \$ 65,200.00
	Federal/State PR taxes	= \$ 16,500.00
	LAIF Transfers	= \$ 0.00
	Transfers/charges	= \$ 0.00

C. OPERATIONS REPORT FOR THE FOURTH MONTH – October 2018

D. GENERAL MANAGER'S COMMENTS: The forms were poured on Monday at Lily Creek, we are waiting for the delivery of the weir plate to be mounted and our staff will be pouring a lead in slab to the structure so we will have an area to remove the silt that will built up if we have flow. We will still need to calibrate the measuring device. The inundation study is complete and has been accepted by the California Office of Emergency Services. The GAC Vessel is in production and delivery is mid to late January 2019, the slab floor has been poured and the carbon filter is in the permitting process with the Division of Drinking Water. The Auger Monster for the wastewater plant is in production, delivery is middle to late January 2019. We met with the installer and the vendor. We got the submittal package and met at the site and made sure it was going to fit before IWD approved the production. Sewer flows are running 80 to 90 thousand during the week and around 100,000 on the weekends. IWD has installed 30 meters and issued 62 Service Availability letters since July of last year. Well 24 had an emergency repair we pulled the pump and put another one in and are back in service now. Staff built a new well house at well 11 at Foster Lake and pumping equipment for that is coming in and should be installed the week

after the holiday. That well is 100 yards upstream and is 950 feet deep. The pump will be set historically at 650 feet. This well has been out of service for so long that the Division of Drinking Water is requiring the well to be re permitted. There was a sewer break at the Community Center as part of their construction they broke a private sewer lateral which runs from Strawberry Plaza caused a big spill that IWD did help coordinate with the Regional Quality Control Board to make sure ICC got it cleaned up and that nothing went into Strawberry Creek.

DIRECTORS COMMENTS: Director Szabadi would like to know when the carbon filter is going online and what other steps are there. GM states that the building and the piping has to be completed. IWD has a proposal from a piping expert that should take about a week. The Division of Drinking Water will have some test requirements but IWD doesn't know what they require so far. After receiving the filter production should start 2 weeks after.

Vice President Szabadi made a MOTION to approve the Consent Calendar and Director Hunt seconded. The vote was as follows:

AYES	NAYS	ABSTAIN	ABSENT
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Dr. Schelly
Peter Szabadi
Steve Kunkle
David Hunt
Les Gin

- 3. WATER SHORTAGE CONTINGENCY PLAN AND DROUGHT RATES** – The Board of Directors will hold a Public Hearing in conformance with the requirements of Proposition 218 and may adopt Ordinance No. 66 establishing a Water Shortage Contingency Plan and establishing water rates for use during times of drought.

GM COMMENTS: The new policy defined five water-emergency stages (see accompanying table), customer responsibilities to conserve water during the various stages, and the authority to raise water rates during the three most stringent stages as water usage declines. For several months, the board has discussed and debated the district's water status. Fern Valley is in Stage 1, essentially voluntary conservation. Only in October did IWD decide to enter water emergency Stage 1. The new Ordinance (66) replaces the current water-shortage policy (Ordinance 64). The full ordinance may be read in the Public Notices section; starting on page A7. General Manager Jack Hoagland did praise IWD customers for their careful use of water. "Our customers are pretty efficient. The highest usage was 285 gallons per minute in January 2001," he said. "It has not been greater than 250 gpm in more than a decade. "The principal criterion for determining in which stage IWD will be is called the district's Basic Capacity Ratio. This is simply the prior month's water usage divided by the district's supply capacity.

Hoagland provided the ratio for the past five months as an example. In July, the water demand (usage) was 236 gpm and the capacity was 427 gpm. The demand was 55 percent of the district's capacity. In October, demand fell to 173 gpm and capacity was 420 gpm for a ratio of 41 percent. This ratio will trigger the various stages. When it is less than 50 percent, IWD will be in Stage 1, unless there are other circumstances requiring a different stage. As the demand increases, the district will shift to a higher stage. For example, if demand or usage exceeds 50 percent of

capacity, Stage 2 can be triggered. Stage 3 will be entered when the ratio of usage to capacity exceeds 60 percent. Stage 5 will be applied when usage is greater than 86 percent of IWD water capacity. As IWD moves into higher water-shortage stages and requests greater water conservation from its customers, usage will decline. To avoid the traditional problem of falling revenue with greater conservation, the board adopted new water rates for stages 2 through 5. For example, a tier one user, less than 450 cubic feet, would be charged \$.02 per cubic foot in Stage 2. If the district had to enter Stage 5, the cost-per-cubic-foot would be \$.0257, a 28.5 percent increase. Hoagland stressed that as customers do reduce usage, their actual bills will not increase. Rather, with the higher rates, they will be paying more for the water that is used. These rates were proposed and evaluated in the comprehensive rate study, which NBS conducted for the district in the spring. This study was the basis for the new rate structure adopted in June. During the discussion of the ordinance, Hoagland said there are three wells that will be added to the distribution system within the next year. These could add about 30 to 40 gpm to the district's capacity, which would lower the BCR, if usage remains about the same.

DIRECTORS COMMENTS: Vice President Szabadi states that Director Hunt and himself has worked on this item for months and concluded if you reduce your consumption by 10% customers won't be paying more for their water. And we as a board has the authority to put the district in another water shortage stage should we consider other factors than just mathematical factors.

PUBLIC COMMENT: Sue Nash, an Idyllwild resident, raised this question in the meeting and urged the board not to rely solely on its usage and supply. "I'm concerned about running out of water. The board should not rely solely on financial criteria. It's important to use other criteria," she said.

PRESIDENT Schelly closed the public hearing at 7:32 pm

Back in session at 7:40

Ballot votes; 29 protest which is 1.75%

Vice President Szabadi made a MOTION to approve the Water Shortage Contingency Plan reflecting Ordinance #66 and Director Gin seconded. The vote was as follows:

AYES

NAYS

ABSTAIN

ABSENT

**Dr. Schelly
Peter Szabadi
Steve Kunkle
David Hunt
Les Gin**

4. **IDYLLWILD COMMUNITY CENTER** – The Board of Directors will here an update on the interface between the Staff and the ICC project members and may take action related to water infrastructure related to the project.

GM COMMENTS: The basic facilities are completed and I have been in contact with ICC staff who requested a letter read into the record.

DIRECTORS COMMENTS: Director Hunt doesn't want us to take over existing pipe which is about 50 years old. The rest of the board agreed with his concern about the district assuming responsibility for a 50-year-old pipeline and its burden on IWD ratepayers. This view also applied to the possibility of the district taking responsibility for pipeline on the ICC site near the plaza. Directors Kunkle and Gin met with Robert Priefer who has had the most contact with Jack. Les and I had questions for Robert and invited him to tonight's meeting. Director Szabadi states there is no agreement, no credit and there is no benefit given to ICC. Why should we assume the responsibility for the line though Jack says there are benefits because it increases the circulation of the water and that the line that is fifty years old is in pretty good shape. Szabadi thinks the solution would be for ICC to retain responsibility for maintaining the line or bring somebody in to cover expenses in case something happens to the line. President Schelly states if all water districts would participate equally. There is tremendous community support for the community center and I would support this item if all three water districts did this as a joint venture. Vice President Szabadi and Director Kunkle question Hoagland's decisions regarding the project. They felt he should have brought the decisions to the board before district assumes the responsibility for the fire-water pipeline to the ICC site. Szabadi says for sure is to reject the quick claim, Jack did not have the authority to except that agreement. **President Schelly** feels joining of the three water districts on this item would be the only way to approve IWD participating in taking possession and maintaining the water lines.

PUBLIC COMMENT: Sue Nash feels this Agenda Item is inadequate and shouldn't be voted on and excepting of a water line is a gift of public funds unless you have documentation which is the appropriate thing to do. Paulek objects tonight to the lack of any CEQA review, the lack of the board approval and before you approve this item you need to do a CEQA review. JP Crumrine wants clarification if the other 2 districts join with IWD, what would be done by the three districts and **Vice President Szabadi** explains assuming responsibility for maintenance of that line.

Vice President Szabadi made a MOTION That the Board has not accepted the tender of responsibility for a private pipeline in Strawberry Plaza and disapproves of any understandings or agreement which might have been negotiated by the general manager regarding this issue and specifically disapproves of any understandings not approved by the board **and Director Hunt seconded. The vote was as follows:**

AYES	NAYS	ABSTAIN	ABSENT
Peter Szabadi Steve Kunkle David Hunt Les Gin		Dr. Schelly	

The board has agreed that Vice President Szabadi be the point of contact with our legal counsel about Idyllwild Community Center.

5. **REVIEW OF WATER SERVICE RULES AND REGULATIONS AND BOARD INVOLVEMENT IN THE PERSONNEL HIRING PROCESS** – The Board of Directors will review these policies and may take action to direct staff to bring back specific changes in the policies.

MOVE ITEM TO NEXT MONTHS AGENDA

6. **CONSIDER FILTER REBATES FOR IDYLLWILD WATER DISTRICT CUSTOMERS** – The Board of Directors will discuss the issue and may take action to provide direction to the staff.

DIES for lack of motion

7. **WATER QUALITY ISSUES: INCREASED FREQUENCY AND LOCATIONS FOR TESTING** – The board will review the current frequency and location of water test sites. The board may determine to increase frequency and or increase testing locations.

GM COMMENTS: Hoagland did report that the carbon filter, which has been purchased to remove organic matter in the water supply, should be delivered in January and he thought it would be operational by early February. Hoagland told the board that the current water sampling and testing procedures satisfy the state’s Division of Drinking Water. Also, testing is expensive and expanding it will cost much more. In the past, IWD has spent about \$20,000 annually on water testing. Hoagland said that \$25,000 has already been expended through the first four months of the current fiscal year.

DIRECTORS COMMENTS: Director Hunt would like to see more sampling and if we could train staff to do the testing in house.

Vice President Szabadi made a MOTION to the TABLE the item and Director Gin seconded. The vote was as follows:

AYES

NAYS

ABSTAIN

ABSENT

Dr. Schelly
Peter Szabadi
Steve Kunkle
Les Gin

David Hunt

DIRECTORS COMMENTS : Dr. Schelly read a letter from a public member.

Dr. Schelly excused the public to go into closed session at 8:30 p.m.

CLOSED SESSION: Public Employee Performance Evaluation, General Manager (Government Code 94957); Public Employment, Job Title, General Manager (Government Code 94957.)

To the next Board meeting is a Regular Meeting scheduled for December 19, 2018 at 6:00 p.m., to be held at the Idyllwild Water District Boardroom, 25945 Hwy. 243, Idyllwild, CA 92549.

**IDYLLWILD WATER DISTRICT
 WATER FUND CONDENSED INCOME STATEMENT
 FOR FISCAL MONTH ENDING November 2018**

CONDENSED CATEGORY	FOR THE MONTH OF		November 2018
	ACTUAL	BUDGET	
OPERATING REVENUES:			
BASE-RESIDENTIAL/COMMERCIAL	56,390	56,500	-110
SALES-RESIDENTIAL/COMMERCIAL	47,671	85,000	-37,329
OTHER OPERATING REVENUE	2,288	500	1,788
OTHER NON-OPERATING REVENUE*	6,000	4,000	2,000
TOTAL OPERATING REVENUES	112,349	146,000	-33,651
			-23.05%
OPERATING REVENUE BY CATEGORY			
	FOR THE MONTH OF		November
	ACTUAL	BUDGET	F (U) VARIANCE
BASE RATE - RESIDENTIAL	42,910	42,854	56
BASE RATE - COMMERCIAL	13,480	13,648	-168
SALES-RESIDENTIAL	23,662	45,000	-21,338
SALES-COMMERCIAL	24,009	40,000	-15,991
SALES-SEWER	0	0	0
SALES-CONSTRUCTION/OTHER	1,373	500	873
TRANSFER FEES	150	150	0
TURN ON/OFF FEES	125	0	125
LIEN & LIEN RELEASE FEES	0	0	0
DELINQUENCY FEES	540	0	540
WILL SERVE LETTER FEES	100	0	100
OTHER MISCELLANEOUS	0	0	0
INSTALLATION FEES	6,000	4,000	2,000
CAPACITY FEES	0	0	0
TOTAL OPERATING REVENUES	112,349	146,150	-33,803
			-23.13%

**IDYLLWILD WATER DISTRICT
 WATER FUND CONDENSED INCOME STATEMENT
 FOR FISCAL MONTH ENDING November 2018**

FOR THE MONTH OF

CUBIC FEET OF SALES:	Residential C.F.	Commercial C.F.	Total
R1 5/8	448,058	79,700	527,758
R2 3/4	5,330	12,420	17,750
R3 1"	0	77,030	77,030
R4 1.1/2"	0	37,200	37,200
R5 2"	0	12,910	12,910
R6 3"	0	2,080	2,080
IA 3"	0	94,990	94,990
NC-WWTP	0	9,530	9,530
TOTAL CUBIC FEET OF SALES	453,388	325,860	779,248

NUMBER OF CUSTOMER BILLS:	R	C	Total
R1	1,430	107	1,537
R2	13	18	31
R3	31	35	66
R4	0	13	13
R5	0	5	5
R6	0	1	1
IA	0	1	1
NC-WWTP	0	1	1
TOTAL NUMBER OF CUSTOMER BILLS	1,474	181	1,655
SewerAcct S	418	167	585
Fire Services F	0	3	3

Total Idyllwild Customers **2,243**

**IDYLLWILD WATER DISTRICT
 WATER FUND CONDENSED INCOME STATEMENT
 FOR FISCAL MONTH ENDING November 2018**

FOR THE MONTH OF November 2018

BY CATEGORY	FOR THE MONTH OF			November F (U)	2018
	ACTUAL	BUDGET	VARIANCE		
1-WAGES AND SALARIES EXPENSES	49,200	50,000	800	1.60%	
2-RETIREMENT PLAN AND LIFE INSURANCE	6,035	8,000	1,965	24.56%	
3-MEDICAL INSURANCE	12,000	14,000	2,000	14.29%	
4-UNIFORM EXPENSES	311	438	127	28.91%	
5-WORKERS COMP INSURANCE	3,112	500	-2,612	-522.40%	
6-RETIREMENT MEDICAL INSURANCE	2,200	2,000	-200	-10.00%	
7-BOARD REIMBURSEMENT	0	500	500	100.00%	
8-OFFICE SUPPLIES	1,800	2,000	200	10.00%	
9-OFFICE CLEANING SERVICE	210	280	70	25.00%	
10-POSTAGE AND MAILING FEE	750	1,200	450	37.50%	
11-TRAINING AND EDUCATION	0	1,300	1,300	100.00%	
12-TRAVELING, MILEAGE, MEALS REIMBURSEMENT	303	629	326	51.84%	
13-DUES, FEES, SUBSCRIPTIONS	480	5,000	4,520	90.40%	
14-COMPUTER SERVICES	1,271	1,000	-271	-27.10%	
15-LEGAL SERVICES	1,805	7,000	5,195	74.21%	
16-ENGINEERING AND CONSULTING	0	5,000	5,000	100.00%	
17-UTILITIES - ELECTRICITY	3,520	8,000	4,480	56.00%	
18-UTILITIES - GAS& FUEL	720	725	5	0.69%	
19-UTILITIES - PROPANE	250	325	75	23.08%	
20-UTILITIES - TELEPHONE INTERNET	220	761	541	71.07%	
21-UTILITIES - WASTE MANAGEMENT FEE	188	184	-4	-2.09%	
22-AUTO AND PROPERTY INSURANCE	0	1,712	1,712	100.00%	
21-STATE-COUNTY WATER SYSTEM FEES	0	4,000	4,000	100.00%	
22-GENERAL PLANT & TREATMENT SERVICES	12,525	13,000	475	3.65%	
23-VEHICLES REPAIRS AND MAINTENANCE	264	1,500	1,236	82.40%	
25-LABORATORY SERVICES	7,505	1,042	-6,463	-620.48%	
26-WATER SECURITY SYSTEM	0	771	771	100.00%	
27-ADVERTISING AND PUBLISHING	199	542	343	63.26%	
28-PROPERTY TAX EXPENSES	0	233	233	100.00%	
29-COMPENSATED TIME	350	1,833	1,483	80.91%	
30-BANK FEE CHARGE	274	200	-74	-37.00%	
31-WATER MAINTENANCE AND SUPPLIES	0	0	0	0.00%	
33-ACCOUNTING AND AUDITING FEE	3,000	8,000	5,000	62.50%	

TOTAL OPERATING EXPENSES: **108,492** **141,674** 33,182 23.42%

TOTAL INCOME AND (LOSS) **3,857** **4,326**

**IDYLLWILD WATER DISTRICT
SEWER FUND CONDENSED INCOME STATEMENT
FOR FISCAL MONTH ENDING November 30 , 2018**

FOR THE MONTH OF November 2018

CONDENSED		ACTUAL		BUDGET		VARIANCE		%	
OPERATING REVENUES:	BY CATEGORY								
BASE-RESIDENTIAL/COMMERCIAL		55,180	55,180	0	0.00%				
OTHER OPERATING		125	100	25	25.00%				
TOTAL OPERATING REVENUES		55,305	55,280	25	0.05%				
OPERATING EXPENSES:									
1- WAGES AND SALARIES		17,350	18,000	650	3.61%				
2- RETIREMENT AND LIFE INSURANCE		2,400	2,500	100	4.00%				
3- MEDICAL INSURANCE		3,935	5,000	1,065	21.30%				
4- UNIFORM EXPENSE		104	300	196	65.33%				
5- WORKERS COMPENSATION INSURANCE		0	145	145	100.00%				
6- RETIREMENT MEDICAL INSURANCE		639	917	278	30.29%				
7- BOARD REIMBURSEMENT		100	200	100	50.00%				
8- OFFICE SUPPLIES		281	400	119	29.75%				
9- OFFICE CLEANING SERVICES		70	150	80	53.33%				
10- POSTAGE AND MAIL FEE		242	400	158	39.50%				
11- EDUCATION AND TRAINING		0	200	200	100.00%				
12- TRAVELING, MILEAGE, MEAL REIMBURSEMENT		0	292	292	100.00%				
13- DUE AND SUBSCRIPTION FEE		1,731	1,000	-731	-73.10%				
14- COMPUTER SERVICES		458	1,000	542	54.20%				
15- LEGAL SERVICES		188	500	312	62.40%				
16- UTILITIES - ELECTRICITY		3,500	4,000	500	12.50%				
17- UTILITIES - GAS & FUEL		280	437	157	35.88%				
18- UTILITIES - PROPANE		0	25	25	100.00%				
19- UTILITIES - TELEPHONE&INTERNET		233	292	59	20.11%				
20- UTILITIES - WASTE MANAGEMENT FEE		63	125	62	49.60%				
21- VEHICLES REPAIRS AND MAINTENANCE		89	500	411	82.20%				
22- ENGINEERING SERVICES		0	5,000	5,000	100.00%				
22- MAINTENANCE AND SUPPLIES		1,050	200	-850	-425.00%				
23- GENERAL PLANT SERVICES		9,499	1,500	-7,999	-533.27%				
24- SEWER PERMIT AND LICENSE(State Fee)		0	500	500	100.00%				
25- MINOR EQUIPMENT AND SUPPLIES		0	42	42	100.00%				
26- SEWER LEASE		0	250	250	100.00%				
27- ADVERTISING AND PUBLISHING		0	125	125	100.00%				
28- LABORATORY SERVICES		2,502	2,000	-502	-25.10%				
29- GENERAL AUTO AND LIBILITY INSURANCE		0	570	570	100.00%				
30- SECURITY SYSTEM (ADT)		0	208	208	100.00%				
31- ACCOUNTING & AUDITING FEE		1,000	2,000	1,000	50.00%				
32- LINE CLEANING		0	100	100	100.00%				
Total Expenses		45,714	48,876	3,162	6.47%				
Total INCOME OR (LOSS)		9,591	6,404						

**IDYLLWILD WATER DISTRICT
SEWER FUND CONDENSED INCOME STATEMENT
FOR FISCAL MONTH ENDING November 30 , 2018**

FOR THE MONTH OF November 2018

SEWER FUND OPERATING REVENUES	F (U)		%
	ACTUAL	BUDGET VARIANCE	
BASE RATE-COMMERCIAL	37,700	37,700	0
BASE RATE- RESIDENTIAL	17,480	17,480	0
TRANSFER FEE	125	100	25
FACILITY CHARGE FROM IAF	0	0	0
INSPECTION FEE	0	0	0
OTHER MISCE	0	0	0
TOTAL OPERATING REVENUE	55,305	55,280	25
EQUIVALENT DWELLING UNITS (E.D.U'S)			
RESIDENTIAL	456	456	0.0
COMMERCIAL	937	937	0.0
TOTAL E.D.U'S	1,393	1,393	0.0
TOTAL Customers	418	167	585

**IDYLLWILD WATER DISTRICT
DISTRICT WARRANTS AND OTHER DISBURSEMENTS
FOR THE MONTH ENDED NOVEMBER 2018**

DATE	CHECK NUMBER	PAYEE	DESCRIPTION	AMOUNT
11/1/2018	15106	Amy Hawley	Office Expences	\$72.34
11/1/2018	15107	CA Computer Options	Monthly IT Services	\$695.00
11/1/2018	15108	Chase Crad Services	Monthly Charge (Water Supplies)	\$329.74
11/1/2018	15109	Forest Lumber	Supplies for Water and Sewer	\$1,927.76
11/1/2018	15110	Frontier	Phone and Internet Charge	\$410.12
11/1/2018	15111	GNW Construction	Flow Measuring Wier Project	\$3,854.00
11/1/2018	15112	Harold K. Smith	Concrete for Filter Project	\$985.91
11/1/2018	15113	Home Depo Credit Card	Purchase Tools and Supplies	\$255.81
11/1/2018	15114	Inland Water Works	Water Material & Supplies	\$244.16
11/1/2018	15115	Jeannine Olsen	Reimburse for Training Expence	\$127.71
11/1/2018	15116	Macleod Watts, INC	Actuarial Valuation Post Employment	\$4,000.00
11/1/2018	15117	Maximum Gas	4 Cylinders C02 for Water	\$89.18
11/1/2018	15118	Verizon Wireless	Monthly Charge	\$102.01
11/1/2018	15119	Streamline	Monthly Charge for Website	\$200.00
11/1/2018	15120	Idyllwild Heating	Full service for Office	\$348.20
11/7/2018	15121	Aqua-Metrics	Auto Gun Reader Machine	\$1,303.58
11/7/2018	15122	CA Computer Options	IT Service Charge	\$834.00
11/7/2018	15123	Four Seasons Cleaning Service	Monthly Cleaning	\$280.00
11/7/2018	15124	Harold K. Smith	Concrete for Flow Measuring Project	\$2,028.39
11/7/2018	15125	Idyllwild Town Crier	Newspaper Add	\$52.50
11/7/2018	15126	Jeannine Olsen	Reimburse Cash Drawer	\$175.00
11/7/2018	15127	Mission Linen & Uniform	Monthly Uniform Laundry	\$415.65
11/7/2018	15128	Napa Auto Parts	Auto Parts	\$352.95
11/7/2018	15129	Village Hardware	Supplies for Water	\$236.45
11/7/2018	15130	Idyllwild Water District	Deposit at Bank of Hemet	\$42,000.00
11/7/2018	15131	GNW Construction	Flow Measuring Weir Project	\$4,976.12
11/7/2018	15132	ACWA/JPIA	Workers Comp	\$3,112.23
11/14/2018	15133	ACWA/JPIA	Monthly Medical Insurance	\$12,631.48
11/14/2018	15134	ALESHIRE & WYNDNER	Monthly Legal Fees	\$2,407.50
11/14/2018	15135	Allstate Benefits	Monthly Insurance Charge	\$304.12
11/14/2018	15136	California Association	Agency Membership	\$1,671.00
11/14/2018	15137	Central Communications	Monthly Answering Service	\$110.50
11/14/2018	15138	CR&R Incoporated	Monthy Trash Fee	\$251.80
11/14/2018	15139	Evoqua Water Technologies	2nd PYMT for Water Treatment Filter	\$25,689.06
11/14/2018	15140	GNW Construction	Flow Measuring Weir Project	\$8,201.50
11/14/2018	15141	Harold K. Smith	Concrete for Filter Project	\$1,656.66
11/14/2018	15142	INFOSEND, INC	Postage and Mailing Bills	\$964.71
11/14/2018	15143	S.C.E.	Monthly Charge	\$238.14
11/14/2018	15144	Underground Services	Dig Alert Ticket Charges	\$19.90
11/14/2018	15145	USA Blue	VOID	\$0.00
11/14/2018	15146	USA Blue	VOID	\$0.00
11/14/2018	15147	USA Blue	Supplies for Water & Sewer	\$120.17
11/14/2018	15148	McKellar Tree Service	Tree Removal at Sewer Plant	\$8,000.00
11/14/2018	15149	Riverside County Clerk	CEQA Exemption Fee	\$50.00
11/14/2018	15150	Chase Card Services	Monthly Charge	\$4,249.81
11/14/2018	15151	BABCOCK Labortories	Water and Sewer Testing	\$10,007.75
11/21/2018	15152	ALARMCO Security System	Repair Services for Water and Sewer	\$300.00
11/21/2018	15153	Allstate Benefits	Monthly Charge	\$304.12
11/21/2018	15154	CA State Fire	Fire Extinguisher Refill	\$452.82
11/21/2018	15155	CDTFA	Special Taxes for CA	\$227.19
11/21/2018	15156	CED	Switches for Water	\$159.22
11/21/2018	15157	Engineering Resources	N Circle Pipeline Encroachment	\$495.00
11/21/2018	15158	Fritz Wuttke	Power Cable Purchase	\$457.94
11/21/2018	15159	Gallade Chemicals	Chemical Supplies	\$1,030.66
11/21/2018	15160	GNW Construction	Flow Measuring Weir Project	\$7,890.12
11/21/2018	15161	Idyllwild Water District	To be deposited into Hemet Bank	\$46,000.00
11/21/2018	15162	Industrial Metal Supplies	Supplies for Water	\$1,410.48
11/21/2018	15163	Pacific Slope Tree Service	Trim Tree at Office	\$1,000.00
11/21/2018	15164	Staples Credit Plan	Monthly Charge	\$1,121.21
11/21/2018	15165	T-Mobile	Monthly Charge	\$20.00
11/21/2018	15166	Time Warner Cable	Monthly Charge	\$369.20
11/21/2018	15167	Wicker Water Well PUMP	Fix Well #24	\$5,267.73
			TOTAL DISTRICT WARRANTS	\$212,488.60
		OTHER DISBURSEMENTS:		
		TOTAL PAYROLL		\$60,000.00
		L A I F. ELECTRONIC TRANSFERS		\$0.00
		BANK SERVICE CHARGES AND FEES		\$187.00
		TOTAL DISTRICT WARRANTS & OTHER DISBURSEMENTS		\$272,675.60

Operations Report for November 2018

Currently – Stage 1

Production – November- 848,557 C.F 151.6 avg. gpm

Foster Lake level – 0 Feet

Water and Sewer installations: 1 Installation for Meter

Leaks: 5

Mainline -3-/Unmetered -2/Metered -4

November 2018 Water Loss = 8%

Production:

Drinking water storage- 446,438 MG

14 wells available/10 utilized/4 Full Time/6 Part Time

Wastewater Treatment Plant

November 2018-Average daily flow 83,110 gpd/Average weekend flow 87,804 gpd

November 2017-Average daily flow 92,643 gpd/Average weekend flow 100,772 gpd

Precipitation

November 2018 – 2.16" Y.T.D. – .01 " – 0.10" Y.T.D. 2017

Diversion -0

STATIC WELL LEVELS

	OCTOBER 2018	NOVEMBER 2018	NOVEMBER 2017	NOVEMBER 2016
Foster Lake (Average 3 wells)	27' Static	24' Static	8.6' Static	33' Static
Well # 26 (Nature Center)	51' Static	49' Static	46' Static	102' Static
Well # 27 (Nature Center)	0' Static	49' Static	43' Static	100' Static
Well #28 (Rockdale)	122' Static	129" Static	121' Static	142' Static
Downtown Wells* #23 & #24	220' Pumping 21' Recov.	12' Static 29' Static	8' Static 18' Static	10' Static 20' Static
FV1A	371' Static	390' Pumping	7' Static	397' Pumping
FV2	320' Pumping	76' Recovery	299' Pumping	311' Pumping

*Downtown Wells Static level is an average for 2016. April 2017 and 2018 both well levels are included

IDYLLWILD WATER DISTRICT
 MONTHLY WATER RE-CAP SUMMARY
 FOR THE MONTH OF:

October

DATE 11/1/2018

IN DISTRICT STORAGE SUPPLY	<u>189,082</u> C.F.	
FOSTER LAKE STORAGE SUPPLY	<u>257356</u> C.F.	446,438
		TOTAL STORAGE SUPPLY
INCREASE	<u>0</u> C.F.	
DECREASE	<u>0</u> C.F.	
SUPPLIES TO SYSTEM	<u>0</u> C.F.	
I.W.D. FLUSHING	<u>0</u> C.F.	
FOSTER LAKE LEVEL	<u>0</u> MAXIMUM OF 18'	

STATIC GROUND WATER LEVELS:

F.L. AREA 19' FEET

F.V. AREA:

F.V.1A 390' FEET

F.V.#2 76' FEET

CREEK AREA #23 12' FEET

WELL #24 29' FEET

WELL #26 49' FEET

WELL #27 49' FEET

STORAGE SUPPLIES(MAXIMUM OF 3.702 MILLION GALLONS 90 %

MAINLINE LEAK REPAIRS 1000 GAL

STRAWBERRY CREEK DIVERSION 0 C.F. 0 A.F.

FERN VALLEY 1A WELL 216,830 C.F. 4.97 A.F.

STRATTON WELL #23 DRAW 3.19 A.F.

OAKWOOD WELL DRAW(PRIVATE) 0.7 A.F.

WELL #26 (COUNTY OF RIVERSIDE) 0 A.F.

WELL #27 (COUNTY OF RIVERSIDE) 0 A.F.

COMMENTS:

	LEVEL	VOLUME
SOUTHRIDGE TANKS (3,509 CF/FOOT)	20.1	70,530
GOLDEN ROD TANK (891 CF/FOOT)	18.7	16,661
WILDWOOD TANK (919 CF/FOOT)	12.1	11,119
ROCKDALE TANK (2,718 CF/FOOT)	24.1	65,503
FOSTER LAKE TANKS (11,698 CF/FOOT)	22	257,356
SEWER PLANT USAGE		
DELANO TANK (1,337 CF/FOOT)	18.9	25,269
HYDRANT SALES IN CUBIC FEET		

Idyllwild Water District Well Production Data

Month: November Year: 2018 Date: 12/3/2018

	Well Name	#	Acre Feet	Cubic Feet	PT/FT	Status	GPM
1	Horizontal	1	.84	36,780	FT	ON	7.0
2	Foster Lake	2	.70	30,570	PT	OFF	90.5
3	Foster Lake	4	4.09	178,513	FT	ON	40.0
4	Foster Lake	5					
5	Foster Lake	8					
6	Foster Lake	9					
7	Foster Lake	10	.10	4,767	PT	OFF	6.1
8	Foster Lake	11					
9	Foster Lake	12					
10	Foster Lake	13	1.14	49,940	PT	OFF	32.7
11	Foster Lake	15					
12	Foster Lake	16					
13	Nature Ctr	26				OFF	
14	Nature Ctr	27					
15	Stratton	23	3.19	139,110	PT	ON	37.9
16	Curtis	24	.72	31,730	PT	OFF	40.9
17	Donahoo	25					
18	Golden Rod		.35	15,600	PT	OFF	17.4
19	Fern Valley	1A	4.97	216,830	FT	ON	39.4
20	Fern Valley	2	3.95	172,097	PT	ON	35.3
21	Rockdale	28					
22	Dutch Flats	1					
23	Dutch Flats	2					
24	Dutch Flats	3					
	Oakwood		.70	30,569	PT	ON	19.2

Total Cubic Feet: 875,937

Cedar Glen 4" Meter 271,190 CF 6.2 AF

848,557 CF

Supplies to System

In District Production 575,367 CF 13.2 AF

Wells 13-19 19.4 AF

Total AF

Production Days 29

Minutes 41,760 151.6 GPM



MONTHLY RE-CAP

MONTH: November YEAR: 2018 INITIAL: JJ

PRODUCTION DAYS: 29

AVG. GPM PRODUCTION: 151.6

TOTAL NUMBER OF SOURCES AVAILABLE: 14

TOTAL NUMBER OF SOURCES USED: 11

FULL TIME: 3 PART TIME: 8

SOURCES USED (WELL NUMBERS): H21, 2, 4, 10, 13, 23, 24, GR, OW, FV1, FV2

TOTAL GPM AVAILABLE: 333

TOTAL SUPPLIES TO SYSTEM: 848,557 CF 19.4 AF

HYDRANT WATER SALES:

POTABLE WATER IN STORAGE 3.34 MG (3.7 MG MAX) 90 %

FOSTER LAKE LEVEL: -0-

STRAWBERRY CREEK DIVERSION DRAW: -0-

FERN VALLEY 1-A PUMPED TO LAKE: -0-

DISTRIBUTION SYSTEM FLUSHING INCLUDING FIRE DEPT. USE -0- CF

STATIC WATER LEVELS:

FOSTER LAKE AREA: 19' ST

FERN VALLEY ARE: FV1A 390' PL FV2 76' ST

CREEK AREA:

#23 12' ST #24 29' ST

WELL #26 49' ST

WELL #27 49' ST

WELL #28 129' ST

Memo

To: Board of Directors

From: General Manager

Date: December 19, 2018

Subject: ITEM #2 – IDYLLWILD COMMUNITY CENTER AGREEMENTS RELATED TO WATER AND SEWER INFRASTRUCTURE

Recommendation: That the Idyllwild Water District Board of Directors authorize the General Manager to execute two agreements with the Idyllwild Community Center (ICC or Project) related to 1) water infrastructure and 2) sewer infrastructure.

Background: The Idyllwild Water District Board of Directors determined that they do not want the District to be responsible for the on-going maintenance of the water lines constructed by the ICC on private property. Both the District staff and the ICC representatives believe that locating water meters in proximity to the use sites in Phase 1 of the Project as well as in subsequent Phases of the Project will be the most cost effective method of service for the Project and District. The Installation and Maintenance Agreement (Attachment A) resolves the concerns and reservations of both Parties and clearly delineates future responsibilities and obligations of both Parties.

During the construction process the footprint of the amphitheater was relocated 25-feet closer to the southern property line of the project site to take full advantage of the available space. Due to a lack of coordination with District staff, this resulted in the an encroachment on the District's Sewer Mainline Easement and the

locating of a portion of the amphitheater footings and structure over approximately 15 linear feet of the sewer main. While staff believe that the separation of the structure from the actual pipe zone of at least four vertical feet and the complete consolidation of the original installation trench from 50-years ago will most likely not result in an adverse impact to the sewer mainline nor to the amphitheater structure, an Indemnification and License Agreement will protect the District from any adverse developments in the future. Such an agreement is Attachment B.

Both of the agreements were negotiated with the ICC and under the guidance of General Counsel and will be recorded to “run with the land” so that successors in interest will also be obligated to the conditions.

The ICC will be considering the agreements at their Board meeting Monday December 17, 2018.

Attachments:

A – Installation and Maintenance Agreement (Water Infrastructure)

B – Indemnification and License Agreement (Sewer Infrastructure)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

General Manager
Idyllwild Water District
P.O. Box 397
Idyllwild, CA 92549

APN: 565-070-027

SPACE ABOVE LINE FOR RECORDER'S USE

INSTALLATION AND MAINTENANCE AGREEMENT

THIS INSTALLATION AND MAINTENANCE AGREEMENT (“Agreement”) is executed this _____ day of December, 2018 (“Effective Date”), by and between the **IDYLLWILD WATER DISTRICT**, a government entity formed under Section 30000 of the California Water Code (“District”), and the **SAN JACINTO MOUNTAIN COMMUNITY CENTER, INC.**, incorporated under the laws of the state of California, **DBA IDYLLWILD COMMUNITY CENTER** (“Center”). District and Center may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

WHEREAS, the Center has undertaken development and construction of the Community Center Amphitheater and other structures on the real property commonly described as 54201 Ridgeview Drive, Idyllwild, CA 92549 (APN 565-070-027) (“Property”) and in Exhibit A and as depicted as parcel B in Exhibit B attached hereto.

WHEREAS, the Center has constructed a six-inch water line located on the Property and other private property (“Water Line”) for Phase 1 of the Idyllwild Community Center development.

WHEREAS, the Idyllwild Water District has agreed to make water service available to the Idyllwild Community Center, upon proper application therefore and payment of any applicable fees set forth in District rules, which requires installation of water meter(s) in accordance with District Water Rules and Regulations.

WHEREAS, Section 4.1 of the Idyllwild Water District Rules and Regulations for Water Service provides as follows:

4.1 **RESPONSIBILITY FOR INSTALLATION ON OWNER'S PROPERTY**

All facilities installed by DISTRICT on private property for purpose of providing water service shall remain property of DISTRICT and may be maintained, repaired, or replaced by DISTRICT without consent of, or interference by, owner or occupant of property. Property owner shall use reasonable care in protection of facilities. No payment shall be made by DISTRICT for placing or maintaining DISTRICT facilities on private property.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Incorporation of Recitals.** The Parties hereby incorporate the Recitals as though fully set forth herein.

2. **Installation and Maintenance of Water Meters.**

2.1 **Installation of Water Meters.** District agrees to install water meters at locations convenient to the District within the Property immediately adjacent to the Water Line constructed by the Center for Phase 1. District further agrees to install water meters as needed throughout subsequent Phases of the Center's development at locations convenient to the District and acceptable to the Center in conformance with District Rules and Regulations.

2.2 **Access to and Maintenance of Water Meters.** Center agrees to abide by District Rules and Regulations including but not limited to the conditions of access to the water meters described in Section 4.1 of the Recitals of this Agreement and Section 4.1 of the Idyllwild Water District Rules and Regulations for Water Service (Responsibility for Installation on Owner's Property), as currently described or as may be modified by the District Board of Directors in the future, and all other applicable laws. Center agrees that all water meters installed by the District on the Property shall remain property of the District and may be maintained, repaired, or replaced by the District without consent or interference by the Center.

- a. Reasonable Care. Center agrees to use reasonable care in the protection of the District's water meters.
- b. No Payment Required. No payment shall be made by the District for installing or maintaining the District's water meters.

2.3 **Assumption of Liability for Water Line Maintenance.** The Parties agree that Center and Center's successors and assigns shall assume full liability for any repair and/or maintenance of the Water Line on the Property. In doing so, Center must comply with any and all applicable laws and regulations. At the District's option, such repairs and/or maintenance shall be completed by the District, the District's contractor, or the Center. The reasonable costs of any repairs and/or maintenance under this provision, whether by District, its contractor, or the Center, shall be borne by the Center. Payment for such costs shall be rendered within forty-five (45) days of receipt of an invoice from the District.

2.4 **Operation of Water Line.** Center authorizes the District to operate those portions of the Water Line constructed by the Center and located on the Property in order to ensure that the water quality meets all applicable laws and regulations.

2.5 **No Additional Connections to Water Line.** Center agrees not to make or allow any connections to the Water Line constructed by the Center and located on the Property other than those made by the District for the installation of water meters or for current fire hydrants.

2.6 **Right to Enter.** District's employees and/or designees shall have the right to enter Center's property for the purpose of inspecting and carrying out repairs and/or maintenance of the District's water meters and Water Line, meters and any District facilities on the Property in accordance with this Agreement.

3. **Assignment; Successors.**

3.1 Neither District nor Center may assign this Agreement to any other entity unless agreed to in writing by the other Party.

3.2 This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective heirs, successors (by merger, consolidation or otherwise), assigns and devisees who acquire an interest in the Property, and all references herein to Center and District shall also refer to their respective successors and assigns.

4. **Relationship Between the Parties.** The Parties agree that this Agreement does not operate to create the relationship of partnership, joint venture, or agency between District and Center. Nothing herein shall be deemed to make Center an agent of District.

5. **Insurance Obligations.** Center shall, at its sole cost and expense, obtain and maintain (i) a policy of insurance written by one or more responsible insurance carrier(s) which will include District as an additional insured, insuring against liability for injury to persons and/or property and death of any person or persons occurring in, on or about the Property, including arising from the activities discussed in this Agreement on the Property, with a combined single limit of liability under such insurance of not less than \$1,000,000, and (ii) all employee's compensation insurance required under applicable Worker's Compensation Acts. Center shall furnish District with certificates of insurance issued by the appropriate insurance carrier(s) demonstrating compliance with the terms of this Section and providing that such insurance shall not be cancelled except after thirty (30) days' written notice to District.

6. **Authority to Enter Agreement.** Center warrants that it has the legal capacity to enter into the Agreement. Each Party warrants that the individuals who have signed the Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

7. **Covenants Run With the Land/Recording.** The Parties agree that this Installation and Maintenance Agreement runs with the Center's Property and, upon approval by the Parties, shall be recorded in the office of the County Recorder of the County in which the Property is located. All covenants and agreements contained in this Agreement shall be construed as covenants running with the Property, and all rights and powers given to and obligations imposed upon the respective Parties shall be construed as inuring to and binding upon the successors in interest and the permitted assigns of the parties hereto, respectively.

8. **Legal Action.** In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Center shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

9. **Attorneys' Fees.** In the event of any controversy, claim or dispute arising out of or relating to this Agreement or any breach thereof, including to enforce or interpret the Agreement or for breach of the Agreement, the prevailing party shall be entitled to recover from the other party or parties all reasonable costs and expenses, including reasonable attorneys' fees and court costs incurred by the prevailing party in any such dispute (whether or not such dispute is prosecuted to a final judgment or other final determination), together with all reasonable costs of enforcement and/or collection of any judgment. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigation of such action, including the conducting of discovery.

10. **Notices.** All notices, demands, invoices, and communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To District: Idyllwild Water District
25945 Hwy. 243
Idyllwild, CA 92549

Attention: District General Manager

Phone: (951) 659-2143
Fax: (951) 659-9990

If by mail: Idyllwild Water District
P.O. Box 397
Idyllwild, CA 92549

Attention: District General Manager

Copy to: Aleshire & Wynder, LLP
2361 Rosecrans Ave. Suite 475
El Segundo, CA 90245
Phone: (310) 527-6660
Fax: (310) 532-7395
email: ccarson@awattorneys.com
Attn: Idyllwild Water District General Counsel, Christine Carson

To Center: SAN JACINTO MOUNTAIN COMMUNITY CENTER, INC. DBA
IDYLLWILD COMMUNITY CENTER
54201 RIDGEVIEW DR.
IDYLLWILD CA 92549
Phone: (951) 965-0456
Attn: President, Janice Lyle
email: Info@idyllwildcommunitycenter.org

Copy to: SAN JACINTO MOUNTAIN COMMUNITY CENTER, INC.
DBA IDYLLWILD COMMUNITY CENTER
PO BOX 1770
IDYLLWILD CA 92549
Phone: (951) 965-0456
Attention: Robert Priefer

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail; and by email, upon the sender's receipt of an email from the recipient acknowledging receipt.

11. **Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

12. **Construction; References; Captions.** It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Unless otherwise specified, any term referencing time, days, or period for performance shall be deemed calendar days and not business days, provided, however that any deadline that falls on a weekend or holiday shall be extended to the next District business day. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

13. **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

14. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

15. **Binding Effect.** Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their permitted successors and/or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

16. **No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

17. **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

18. **Consent to Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties'

activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Center expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure section 394.

19. **Time is of the Essence.** Time is of the essence with respect to this Agreement.

20. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

21. **Entire Agreement.** This Agreement contains the entire agreement between District and Center and supersedes any prior oral or written statements or agreements between District and Center with respect to the subject matter of this Agreement.

[SIGNATURES OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DISTRICT:

IDYLLWILD WATER DISTRICT, a government entity formed under Section 30000 of the California Water Code

By: _____

Jack Hoagland, District General Manager

APPROVED AS TO FORM:

By: _____

Christine M. Carson

CENTER:

SAN JACINTO MOUNTAIN COMMUNITY CENTER, INC., DBA IDYLLWILD COMMUNITY CENTER

By: _____

Name: Janice Lyle

Title: President

By: _____

Name: Chris Perreault

Title: Secretary

Two corporate officer signatures required when Center is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CENTER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CENTER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On _____, 2018 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> TITLE OR TYPE OF DOCUMENT <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> NUMBER OF PAGES <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> DATE OF DOCUMENT <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> SIGNER(S) OTHER THAN NAMED ABOVE
<input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____	

SIGNER IS REPRESENTING:
 (NAME OF PERSON(S) OR ENTITY(IES))

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

General Manager
Idyllwild Water District
P.O. Box 397
Idyllwild, CA 92549

APN: 565-070-027

SPACE ABOVE LINE FOR RECORDER'S USE

INDEMNIFICATION AND LICENSE AGREEMENT

THIS INDEMNIFICATION AGREEMENT (“Agreement”) is executed this _____ day of December, 2018 (“Effective Date”), by and between the **IDYLLWILD WATER DISTRICT**, a government entity formed under Section 30000 of the California Water Code (“District”), and the **SAN JACINTO MOUNTAIN COMMUNITY CENTER, INC.**, incorporated under the laws of the state of California, **DBA IDYLLWILD COMMUNITY CENTER** (“Center”). District and Center may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

WHEREAS, the Idyllwild Community Center has undertaken development and construction of the Community Center Amphitheater (“Amphitheatre”) and other structures on the real property commonly described as 54201 Ridgeview Drive, Idyllwild, CA 92549 (APN 565-070-027) (“Property”) and described in Exhibit A and as depicted in Exhibit B as parcel B.

WHEREAS, the foundation laid during construction of the Amphitheatre has encroached on the District’s sewer main easement and over 15 linear feet of the District’s sewer main, without permission to do so, thereby interfering with the District’s free use and access to the sewer main and easement.

WHEREAS, the Parties agree the Center will defend, indemnify, and hold harmless the District under the terms set forth in this Agreement, and grant the District access to the Property as set forth in this Agreement.

WHEREAS, the District asserts it is entitled to bring a suit for damages arising from the Center’s encroachment and in equity to enjoin the Center’s interference with District’s free use and access to the sewer main and sewer main easement.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Incorporation of Recitals.** The Parties hereby incorporate the Recitals as though fully set forth herein.

2. **Indemnification and Hold Harmless and Right to Enter Property.**

2.1 **Assumption of Liability for Sewer Main Maintenance.** The Parties agree that Center and Center's successors and assigns shall assume full liability for any repair and/or maintenance of the 15 linear feet of the District's sewer main located beneath the Amphitheatre foundation, the necessity of which shall be determined by the District in its good faith discretion. At the District's option, such repairs and/or maintenance shall be completed by the District, the District's contractor, or the Center. The costs of any repairs and/or maintenance under this provision, whether by District, its contractor, or the Center, shall be borne by the Center. Payment for such costs shall be rendered within thirty (30) days of receipt of an invoice from the District.

2.2 **Assumption of Liability for Land Failures.** The Parties agree that Center and Center's successors and assigns, except to the extent solely caused by the willful, unlawful, or intentional misconduct of the District, shall assume full liability for any repair and/or maintenance of any portion of the Amphitheatre, Amphitheatre foundation, or other structures damaged, or other harm including but not limited to personal injury, as a result of any inspections, repairs, failures and subsidence within the District's sewer main easement encroached upon.

2.3 **Right to Enter.** District's employees and/or designees shall have the right to enter Center's property for the purpose of inspecting District's sewer main and carrying out repairs and/or maintenance of the sewer main in accordance with this Agreement.

2.4 **Indemnification.** Center agrees to indemnify, defend, and hold harmless the District and its officials, officers, employees, agents, elected boards, commissions, departments, agencies, and instrumentalities thereof, from any and all actions, suits, claims, demands, liabilities, losses, damages, penalties, obligations, expenses, and any other actions or proceedings (whether legal, equitable, declaratory, administrative, or adjudicatory in nature), and arbitrations (hereinafter "Claims and Liabilities"), asserted by third parties, including but not limited to visitors, users of the Center, employees, contractors, vendors and employees of Center, against the District arising from any injury, death or property damage incurred (i) during any inspection, repair and/or maintenance of the 15 linear feet of the District's sewer main located beneath the Amphitheatre foundation, (ii) as a result of any land failures or subsidence within the District's sewer main easement through the Property, or (iii) as a result of the Center's interference with District's free use and access or enjoyment of such easement. Center's duty to indemnify shall extend to such Claims and Liabilities whether arising under tort, contract, District rules or regulations, or any other federal, state, or local statute, law, ordinance, rule, or regulation. In performing its defense and indemnification obligations under this paragraph, the Center agrees to select counsel acceptable to the District, which counsel shall perform under the sole direction of the District. Center's obligation to pay the defense costs of the District shall extend until final judgment, including any appeals.

2.5 **Notice of Indemnity Obligation.** Whenever any claim arises for which the District or other indemnified party claims entitlement to indemnification pursuant to this Agreement, the District shall promptly notify Center of such claim and, when known, the facts constituting the basis for such claim.

2.6 **Period of Indemnification.** The obligations for indemnity under this Section shall begin upon the Effective Date and shall survive until and unless expressly terminated in a writing executed by the Parties.

3. **Assignment; Successors.**

3.1 Neither District nor Center may assign this Agreement to any other entity unless agreed to in writing by the other Party.

3.2 This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective heirs, successors (by merger, consolidation or otherwise), assigns and devisees who acquire an interest in the Property, and all references herein to Center and District shall also refer to their respective successors and assigns.

4. **Relationship Between the Parties.** The Parties agree that this Agreement does not operate to create the relationship of partnership, joint venture, or agency between District and Center. Nothing herein shall be deemed to make Center an agent of District.

5. **Insurance Obligations.** Center shall, at its sole cost and expense, obtain and maintain (i) a policy of insurance written by one or more responsible insurance carrier(s) which will include District as an additional insured, insuring against liability for injury to persons and/or property and death of any person or persons occurring in, on or about the Property, including arising from the activities discussed in this Agreement on the Property, with a combined single limit of liability under such insurance of not less than \$1,000,000, and (ii) all employee's compensation insurance required under applicable Worker's Compensation Acts. Center shall furnish District with certificates of insurance issued by the appropriate insurance carrier(s) demonstrating compliance with the terms of this Section and providing that such insurance shall not be cancelled except after thirty (30) days' written notice to District.

6. **Authority to Enter Agreement.** Center warrants that it has the legal capacity to enter into the Agreement. Each Party warrants that the individuals who have signed the Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

7. **Covenants Run With the Land/Recording.** The Parties agree that this Indemnification and License Agreement runs with the Center's Property and shall be recorded in the office of the County Recorder of the County in which the Property is located. All covenants and agreements contained in this Agreement shall be construed as covenants running with the Property, and all rights and powers given to and obligations imposed upon the respective Parties shall be construed as inuring to and binding upon the successors in interest and the permitted assigns of the parties hereto, respectively.

8. **Legal Action.** In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Center shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

9. **Attorneys' Fees.** In the event of any controversy, claim or dispute arising out of or relating to this Agreement or any breach thereof, including to enforce or interpret the Agreement or for breach of the Agreement, the prevailing party shall be entitled to recover from the other party or parties all reasonable costs and expenses, including reasonable attorneys' fees and court costs incurred by the prevailing party in any such dispute (whether or not such dispute is prosecuted to a final judgment or other final determination), together with all reasonable costs of enforcement and/or collection of any judgment. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigation of such action, including the conducting of discovery.

10. **Notices.** All notices, demands, invoices, and communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To District: Idyllwild Water District
 25945 Hwy. 243
 Idyllwild, CA 92549

 Attention: District General Manager

 Phone: (951) 659-2143
 Fax: (951) 659-9990

If by mail: Idyllwild Water District
 P.O. Box 397
 Idyllwild, CA 92549

 Attention: District General Manager

Copy to: Aleshire & Wynder, LLP
 2361 Rosecrans Ave. Suite 475
 El Segundo, CA 90245
 Phone: (310) 527-6660
 Fax: (310) 532-7395
 email: ccarson@awattorneys.com
 Attn: Idyllwild Water District General Counsel, Christine Carson

To Center: SAN JACINTO MOUNTAIN COMMUNITY CENTER, INC. DBA
 IDYLLWILD COMMUNITY CENTER
 54201 RIDGEVIEW DR.
 IDYLLWILD CA 92549
 Phone: (951) 965-0456
 Attn: President, Janice Lyle
 email: Info@idyllwildcommunitycenter.org

Copy to: SAN JACINTO MOUNTAIN COMMUNITY CENTER, INC.
DBA IDYLLWILD COMMUNITY CENTER
PO BOX 1770
IDYLLWILD CA 92549
Phone: (951) 965-0456
Attention: Robert Priefer

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail; and by email, upon the sender's receipt of an email from the recipient acknowledging receipt.

11. **Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

12. **Construction; References; Captions.** It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Unless otherwise specified, any term referencing time, days, or period for performance shall be deemed calendar days and not business days, provided, however that any deadline that falls on a weekend or holiday shall be extended to the next District business day. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

13. **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

14. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

15. **Binding Effect.** Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their permitted successors and/or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

16. **No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

17. **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

18. **Consent to Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate

California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Center expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure section 394.

19. **Time is of the Essence.** Time is of the essence with respect to this Agreement.

20. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

21. **Entire Agreement.** This Agreement contains the entire agreement between District and Center and supersedes any prior oral or written statements or agreements between District and Center with respect to the subject matter of this Agreement.

[SIGNATURES OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DISTRICT:

IDYLLWILD WATER DISTRICT, a government entity formed under Section 30000 of the California Water Code

By: _____

Jack Hoagland, District General Manager

APPROVED AS TO FORM:

By: _____

Christine M. Carson

CENTER:

SAN JACINTO MOUNTAIN COMMUNITY CENTER, INC., DBA IDYLLWILD COMMUNITY CENTER

By: _____

Name: Janice Lyle

Title: President

By: _____

Name: Chris Perreault

Title: Secretary

Two corporate officer signatures required when Center is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CENTER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CENTER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On _____, 2018 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
_____	_____
TITLE(S)	NUMBER OF PAGES
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> GENERAL	DATE OF DOCUMENT
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	SIGNER(S) OTHER THAN NAMED ABOVE
<input type="checkbox"/> GUARDIAN/CONSERVATOR	
<input type="checkbox"/> OTHER _____	

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

Memo

To: Board of Directors

From: General Manager

Date: December 19, 2018

Subject: ITEM #3 – ADOPT RESOLUTION NO. 756 FURTHER DEFINING THE AUTHORITY OF THE GENERAL MANAGER

Recommendation: That the Idyllwild Water District Board of Directors Adopt Resolution No. 756 further defining the authority of the General Manager.

Background: Based on the discussions of several previous meetings the Board of Directors desires the adoption of a resolution that clarifies the authority of the General Manager. The attached Resolution No. 756 embodies the sense of the Board of Directors.

Attachments:

Resolution No. 756

RESOLUTION NO. 756

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
IDYLLWILD WATER DISTRICT
ADOPTING CLARIFICATIONS TO THE AUTHORITY OF THE GENERAL MANAGER**

WHEREAS, the General Manager of Idyllwild Water District (District) has a broad range of authority under the operating parameters of the District's enabling legislation and existing adopted rules and regulations of the District; and

WHEREAS, the Board of Directors believes that the current range of authority is ambiguous in several areas; and

WHEREAS, the Board of Directors desires to minimize the ambiguity of the General Manager's authority; and

WHEREAS, the Board of Directors has considered the issues and comments thereon, and has determined it is necessary for the efficient management of the District that certain aspects of the General Manager's authority should be clarified.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE IDYLLWILD WATER DISTRICT HEREBY FIND, DETERMINE, ORDER AND RESOLVE AS FOLLOWS:

Section 1: The Board adopts the General Manager - Clarification of Authority, a copy of which is attached and made part of this Resolution.

Section 2: The District's General Manager is directed to comply with the provisions of the Clarification of Authority as adopted by the Resolution.

Section 3: This resolution shall replace the Minute Order of the Board of Directors of the Idyllwild Water District dated January 17, 1995, reflecting the limits of the purchasing authority of the General Manager of the Idyllwild Water District.

Adopted this 19th day of December 2018.

IDYLLWILD WATER DISTRICT

By: _____

**CHARLES SCHELLY, President,
Board of Directors**

ATTEST:

I, JEANNINE OLSEN, Secretary of the IDYLLWILD WATER DISTRICT, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted by the Board of Directors of the IDYLLWILD WATER DISTRICT at its meeting of December 19, 2018, by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

In witness whereof, I have executed by statement and affix the official seal of the IDYLLWILD WATER DISTRICT this 19th day of December, 2018.

IDYLLWILD WATER DISTRICT

JEANNINE OLSEN, Secretary

GENERAL MANAGER
CLARIFICATION OF AUTHORITY

GENERAL PURPOSE

Under policy direction from the Board of Directors, to serve as Chief Executive Officer of the District; to plan, direct, and oversee District programs, services and resources in accordance with short and long range goals, policy statements and directives; to interpret and administer policies of the Board; and to perform related duties as required.

EXPENDITURE CONTROL

Pursuant to the deliberation and resolution of the Board of Directors of the Idyllwild Water District, the General Manager is authorized to commit District funds within the following limitations, any commitment or expenditure in excess of the listed amounts requires prior Board approval:

1. For budgeted operating expenses, not including capital purchases, the authorization limit is \$15,000.00.
2. For purchase of budgeted capital assets the authorization limit is \$15,000.00.
3. For one-time operating expenditures which are not a part of normal District operations the authorization limit is \$7,500.00.
- 4.

These limits may be waived in cases of emergency repairs or replacement of existing plant or equipment by the Board President or Vice-President in the event such emergency situations arise subject to ratification by the Board of Directors of the District at the next available regular meeting.

AUTHORITY TO EXECUTE CONTRACTS AND AGREEMENTS:

- A. All contracts, agreements involving expenses and credits exceeding the above listed amounts require prior Board approval. All contracts that provide for any modification and/or changes in the rights of the District require prior Board approval.
- B. The Board has determined that the reference to the DISTRICT in Rules 5.3.07 and 5.3.08 of the Water Service Rules of the Idyllwild Water District shall mean the Board of Directors of the DISTRICT, thus all such agreements concerning credits shall require the prior approval of the Board of Directors of the District to be valid and enforceable.
- C. The Board further directs its General Manager with regard to Section 1.10 of its Water Service Rules of the Idyllwild Water District that in case of such special circumstances not addressed in the Rules, the General Manager shall make a reasonable effort to obtain the views of the Board.
- D. All purchases, agreements, services, leases, and/or contracts for materials, supplies, equipment, and other IWD property shall be made in accordance with this Policy.
- E. Procurement practices shall comply with laws, regulations and guidelines of the State of California and the provisions of grant or funding agreements, if applicable.
- F. Avoid the intent and appearance of unethical or compromising practice in relationships, actions, and communications.

- G. Avoid any personal business or professional activity that would create a conflict between personal interests and the interests of IWD.
- H. Avoid soliciting or accepting money, loans, credits, or preferential discounts and the acceptance of gifts, entertainment, favors, or services from present or potential suppliers that might influence, or appear to influence, supply management decisions.
- I. Handle confidential or proprietary information with due care and proper consideration of ethical and legal ramifications and governmental regulations.
- J. Exercise the authority to employ and discharge all employees and assistants at pleasure; prescribe the duties and responsibilities of employees and assistants; establish and adjust the compensation of employees and assistants subject to the parameters of the annual budget approved by the Board of Directors.

BIDDING AND CONTRACTING

- A. Competitive bidding for purchases of equipment services or supplies less than \$15,000 is not required but will be solicited whenever practical or in the best interest of the District.
- B. Purchases of equipment, services or supplies in excess of \$15,000 will have bids or proposals competitively solicited in writing.
- C. When three (3) competitive bids or proposals are not available for equipment, services or supplies in excess of \$15,000 the staff effort and results will be described in the staff report requesting approval by the Board of Directors of Idyllwild Water District.
- D. Changes to contracts or purchase orders where the scope of work more than \$15,000 require approval by the Board of Directors.

Memo

To: Board of Directors

From: General Manager

Date: December 19, 2018

Subject: ITEM #4 – ADOPT RESOLUTION NO. 757 REVISING A PORTION OF THE DISTRICT'S BROWN ACT COMPLIANCE POLICY RELATED TO AGENDA ITEMS

Recommendation: That the Idyllwild Water District Board of Directors Adopt Resolution No. 757 modifying the District meeting agenda development process within the Brown Act Compliance Policy.

Background: On March 21, 2018 the Idyllwild Water District Board of Directors adopted Resolution No. 744 Establishing a Brown Act Compliance Policy for the District. In addition to Brown Act Compliance the Policy also established how items are determined to be placed on Agendas. After discussions with General Counsel, some of the procedures were determined to be inconsistent with the practices of a majority (and certainly all of the larger) of public agencies. The attached Resolution No. 757 brings the District into conformance with generally accepted practices of public agencies. The revised policy allows the staff and/or Directors to determine items for District agendas.

Attachments:

Resolution No. 757

RESOLUTION NO. 744

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE IDYLLWILD WATER DISTRICT ESTABLISHING A POLICY FOR COMPLIANCE WITH THE RALPH M. BROWN ACT

WHEREAS, local government agencies establish policies for the conduct of public meetings to be in compliance with the State law known as the "Open Meeting Law" or Ralph M. Brown Act; and

WHEREAS, Idyllwild Water District has endeavored to comply with State law but has determined that adopting a policy will clarify the District's commitment to compliance and transparency.

NOW THEREFORE, be it resolved by the Board of Directors of the Idyllwild Water District that meetings of the Board of Directors will be held in compliance with the attached policy, which is attached and hereby adopted and made a part hereof.

ADOPTED THIS 21ST DAY OF MARCH, 2018



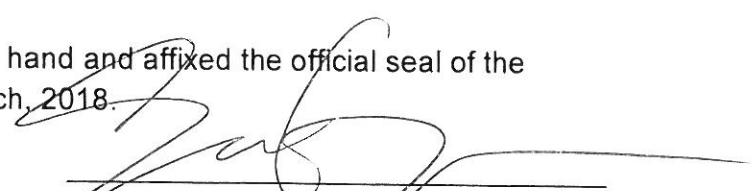
Dr. Charles Schelly- Board President

ATTEST:

I, Erica Gonzales, secretary of the Idyllwild Water District hereby certify that the foregoing resolution was duly and regularly introduced and adopted by the Board of Directors of said Idyllwild Water District at its meeting held on the 21st day of March 2018. By the following vote, to wit:

AYES:	NAYS:	ABSTAIN:	ABSENT:
Peter Szabadi			
David Hunt			
Catherine Dearing			
Steve Kunkle			
Charles Schelly			

In witness whereof I have hereunto set my hand and affixed the official seal of the Idyllwild Water District this 21st day of March, 2018.



Erica Gonzales- Board Secretary

RESOLUTION NO. 757

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
IDYLLWILD WATER DISTRICT
ESTABLISHING A POLICY FOR COMPLIANCE WITH THE RALPH M. BROWN ACT AND
RESCINDING RESOLUTION NO. 744**

WHEREAS, the Idyllwild Water District Board of Directors adopted Resolution No. 744 at its regular meeting of March 21, 2018, establishing a policy for compliance with the Ralph M. Brown Act; and

WHEREAS, the Board of Directors believes that the policy should be revised to reflect the common practice of the majority of public agencies related to the identification of agenda items while continuing to follow the requirements of the Ralph M. Brown Act.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE IDYLLWILD WATER DISTRICT HEREBY FIND, DETERMINE, ORDER AND RESOLVE AS FOLLOWS:

Section 1: The Board adopts the Idyllwild Water District Brown Act Compliance Policy, a copy of which is attached and made part of this Resolution.

Section 2: Resolution No. 744 shall be rescinded in its entirety.

Adopted this 19th day of December 2018.

IDYLLWILD WATER DISTRICT

By: _____

**CHARLES SCHELLY, President,
Board of Directors**

ATTEST:

I, JEANNINE OLSEN, Secretary of the IDYLLWILD WATER DISTRICT, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted by the Board of Directors of the IDYLLWILD WATER DISTRICT at its meeting of December 19, 2018, by the following vote:

AYES: **NAYS:** **ABSTAIN:** **ABSENT:**

In witness whereof, I have executed by statement and affix the official seal of the IDYLLWILD WATER DISTRICT this 19th day of December, 2018.

IDYLLWILD WATER DISTRICT

JEANNINE OLSEN, Secretary

Idyllwild Water District

Brown Act Compliance Policy

Agendas

The General Manager, in cooperation with Idyllwild Water District (District) Board of Directors (Board) President, shall prepare an agenda for each Regular and Special meeting of the Board in accordance with the Ralph M. Brown Act (California Government Code Section 54950). Any Director may request any item to be placed on the agenda by contacting the General Manager at least fourteen business days prior to the date of the meeting.

This policy does not prevent the Board from receiving public comments at Regular and Special meetings of the Board on matters which are not on the agenda that a member of the public may wish to bring before the Board. However, the Board shall not discuss or take action on such matters at that meeting, other than providing brief general directions to staff regarding the matter if appropriate.

At least 72 hours prior to the time of all Regular meetings, an agenda, which includes but is not limited to all matters on which there may be discussion and /or action by the Board, shall be posted in a place that is freely accessible to members of the public (California Government Code 54954.2 (a)(1)). If the District maintains a website, the agenda shall be posted on the website for public information at the same time. All information made available to the Board (except confidential information allowed by State law per legal counsel authority) shall be available for public review prior to the board meeting.

The agenda for a Special meeting shall be posted at least 24 hours before the meeting in the same location as for Regular Meeting agendas (California Government Code Section 54956).

The General Manager, for the meetings described herein, shall determine the order in which agenda items shall be considered for discussion and/or action by the Board, subject to re-ordering by the Board at the meeting.

Meetings

1. **Regular Meetings** of the District Board of Directors shall be held on the third Wednesday of each calendar month at 6:00 p.m. in the District Boardroom.
2. **Special Meetings** of the Board may be called by the Board President or by a majority of the Board by delivering written notice to each member of the legislative body and to

each local newspaper of general circulation and radio or television stations, requesting notice in writing and posting a notice on the District's website. The notice shall be delivered personally or by any other means at least 24 hours before the time of the meeting as specified in the notice. The call and notice shall specify the time and place of the Special meeting and the business to be transacted or discussed. No other business shall be considered by the Board at these meetings.

3. **Emergency Meetings** in the event of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, the board may hold an Emergency Special meeting without complying with the 24 hour notice. An emergency situation means a crippling disaster which severely impairs public health, safety, or both, as determined by the Board President or a majority of the Board. Newspapers of general circulation in the District, radio and television stations which have requested notice of Special meetings shall be notified by at least one hour prior to the emergency meeting. In the event that telephone services are not functioning, the notice requirement of one hour is waived, but the Board, or its designee, shall notify such newspapers, radio stations, or television stations of the fact of the holding of the Emergency Special meeting, and of any action taken by the Board, as soon after the meeting as possible.

Closed session may be held during an Emergency meeting by a unanimous vote of the members present, and all other rules governing Special meetings shall be observed with the exception of the 24 hour notice. The minutes of the Emergency meeting, a list of persons the Board or designee notified or attempted to notify, a copy of the roll call vote(s), and any actions taken at such meeting shall be posted for a minimum of ten days in the District office as soon after the meeting as possible.

4. **Adjourned Meetings.** A majority vote by the Board of Directors may terminate any Board meeting at any place in the agenda and adjourn the meeting to any time and place specified in the order of adjournment, except that if no Directors are present at any Regular or Adjourned Regular meeting, the General Manager may declare the meeting adjourned to a stated time and place, and he/she shall cause a written notice of adjournment to be given.
5. **Standing Committee Meetings.** The meetings of standing Committees (comprised of one Board member less than a quorum), are subject to the notice and open meeting provision of the Brown Act.

The Board Secretary shall ensure that all required and appropriate information is available for the audience at meetings of the Board of Directors, and that physical facilities for said meetings are functional and appropriate for all persons.

Compliance

In all other matters related to the Ralph M. Brown Act (California Government Code 54950 et seq.) Idyllwild Water District will comply with the letter and intent of the legislation or as it may be amended in the future.

Memo

To: Board of Directors

From: General Manager

Date: December 19, 2018

Subject: ITEM #5 – CONSIDER A CHANGE ORDER WITH GNW CONSTRUCTION ON THE LILY CREEK FLOW MONITORING STRUCTURE PROJECT

Recommendation: That the Idyllwild Water District Board of Directors consider a request by GNW Construction for a 8.25% (\$2,233.86) change order to the Lily creek Flow Monitoring Structure construction contract.

Background: On October 17, 2018, the Idyllwild Water District Board of Directors awarded a construction contract to GNW Construction for Labor only to construct the Lily creek flow monitoring structure for a not to exceed fee (see attached original proposal).

The last invoice submitted by GNW exceeded the agreed upon fee by \$2,233.86 and only the amount up to the \$27,000 contract amount was paid. GNW has submitted a supporting document for the additional compensation.

Staff have rejected the request and does not agree with all of the items mentioned in the request for additional compensation (e.g., we provided assistance whenever it was requested and the working/existing conditions were available for review prior to the bid).

Attachments:

-Original Proposal

-Support for Additional Compensation

GNW CONSTRUCTION

gnwconstruction.com

CA LICENSE# 931706

951-323-7361

Flow measuring weir Project proposal

10-8-18

Idyllwild Water District
Idyllwild CA 92549
Job# 10012018-1

Work to include:

- Provide material and labor to install concrete Weir structure per provided plans and specifications.
- Items not provided or included in the estimated cost of this proposal are: stone riprap (to be provided by HK smith excavating), placement of stones, additional concrete aprons, any hardware and technical components of the flow measuring system.

GNW Construction proposes a Cost Plus contract to complete the described work above.

Billing will be based on hourly wage rates plus materials plus 17.5% contractor fee. Idyllwild Water District may authorize GNW to charge any or all materials to their supplier accounts.

Invoicing will be billed weekly and will be due within 5 days of receipt. Records will be kept on all job related expenses including labor and materials and will be made available upon property owner's request. GNW Construction to the very best of their abilities will pair the appropriate workers with the appropriate tasks for maximum productivity and efficacy without sacrifice of quality.

Labor Costs;

- \$65 per hour for General Contractor
- \$55 per hour for Forman or supervisors
- \$45 per hour for General Carpenters
- \$35 per hour for basic laborers

Total estimated job cost has been provided based on the existing information available, actual cost may vary on total labor and materials used to complete the work as described above. Upon job completion a detailed invoice showing all job related costs will be provided.

Property owners agree to pay GNW Construction for the work provided and GNW Construction agrees to complete the described work timely and efficiently.

Total estimated cost =\$27,000.00

Signing Below constitutes agreement to the terms and conditions of the outlined project and scope of work to be completed by GNW Construction.

SIGNATURE	DATE
------------------	-------------

From: garrett@gnwconstruction.com <garrett@gnwconstruction.com>

Sent: Tuesday, December 11, 2018 1:23 PM

To: jehassociates@msn.com

Subject: GNW Weir Cost Overages explained

Hi Jack

As we discussed, here are the list of reasons why the project went over our initial estimate.

Much of this project was below grade and unknown until further excavation. All aspects of this project took longer and required more materials than we originally anticipated.

Main Items contributing to overages:

- Trash back fill and dumped items that needed to be removed in the vicinity of the weir to be able to work safely as well as the need to haul away the materials to be able to get equipment and trucks in to the staging area.
- 3 days of unanticipated grading and tractor work
- Less than favorable soil conditions warranting an additional key way pour and causing larger footings and additional concrete.
- Originally, we anticipated Water District would provide more support labor to assist in the project. This involvement was limited, extending the construction time.

Items that were addressed to spare more expenses:

- Over excavation of the less than favorable soil bottom and re-compaction with base material .
- Shortening of the weir north wing wall. Without this course of action, we would have had to remove and haul away even more materials off of the far bank. This would have also further weakened the root systems of the surrounding trees that are essential for retaining the natural bank.

Thank you for presenting these items to the board on our behalf.

Garrett

GARRETT E. WOODS Owner
GNW CONSTRUCTION
CA License #931706
P.O. Box 310 Idyllwild Ca, 92549
951-323-7361
Fax-858-836-5699
<http://gnwconstruction.com/>

Memo

To: Board of Directors
From: General Manager
Date: December 19, 2018

Subject: ITEM #6 AMENDMENT TO THE EMPLOYMENT CONTRACT WITH FRITZ WUTTKE – The Board will consider authorizing an Amendment to the Employment Contract with Fritz Wuttke for Part-time Waste Water Treatment Plant Chief Plant Operator.

Recommendation: That the Idyllwild Water District Board of Directors authorize an Amendment to the Employment Agreement (part-time) with Fritz Wuttke the District's Wastewater Treatment Plant Chief Plant Operator.

Background: The proposed Amendment to Mr. Wuttke's contract would delete the term of the agreement (currently one-year expiring March 15, 2019) and make his employment subject to the termination terms of the agreement, i.e., an "at will" employee. The terms allow either party to terminate the Agreement without cause with 30-days' notice to the other Party.

Mr. Wuttke has very successfully performed the job duties of Chief Plant Operator and with the help of Plant Operator Campbell has generally improved the performance of the WWTP and continued to meet the regulatory requirements for plant operation, monitoring and reporting.

The Amendment has been reviewed by District Counsel.

Attachment

old contract
Re:

IDYLLWILD WATER DISTRICT

P.O. BOX 397 • IDYLLWILD, CALIFORNIA 92549-0397 • 25945 HIGHWAY 243
PHONE (951) 659-2143 • FAX (951) 659-9990 • www.idyllwildwater.com

February 22, 2018

To: Fritz O. Wuttke

From: Jack Hoagland, General Manager

Re: Offer of Employment

Thank you for taking an interest in the Idyllwild Water District. I appreciate your time working with me and developing an employment agreement. If you agree and successfully complete a background check and pre-employment drug test, the Idyllwild Water District will hire you as the Wastewater Treatment Plant Chief Plant Operator-Part-time beginning on March 16, 2018. The details of your employment are described in the attached Employment Agreement.

I look forward to having you join the Idyllwild Water District team and have you contribute to growing an exceptional record for the District.

Please complete the attached "Applicant Certification and Authorization" form for the background check and contact Jeannine in our office (951-659-2143 X 202) to set up the drug screening (it is local). Return the completed form and signed Employment Agreement (scanned/mailed is fine) at your earliest opportunity.

I have read and understand the foregoing and my signature below authorizes Idyllwild Water District to perform a background check and establish an appointment for a pre-employment drug screen.

Signature 

Fritz O. Wuttke

Date 2-23-2018

Signature 

Jack Hoagland
General Manager

Date 2/22/2018

Attachments: Employment Agreement
Applicant Certification and Authorization

EMPLOYMENT AGREEMENT

This Agreement, dated as of February __, 2018 is between Idyllwild Water District ("Employer" or "District") a government entity formed under Section 30000 of the California Water Code, and Fritz O Wuttke ("Employee") an individual. Employer and Employee agree to the following terms and conditions of employment.

1. Period of Employment. Employer shall employ Employee from the Effective Date of this Agreement for a period of one (1) year or until the employment is terminated in accordance with Section 4 of this Agreement, whichever is earlier. The Effective Date of this Agreement shall be March 16, 2018. The Employee expressly agrees that the subject employment relationship under this Agreement is part-time and "at will" and that the Employee serves at the pleasure of the District. Therefore, in the event of termination, there shall be no right of notice or hearing, except as expressly provided in this Agreement. The City may terminate Employee at any time in accordance with Section 4 for any reason or no reason. During the Period of Employment Employee shall work a mutually agreed schedule that insures that the duties and responsibilities of the position are fulfilled.

2. Position and Responsibilities.

(a) Position. Employee accepts employment with Employer as its Chief Wastewater Plant Operator and shall perform all duties and services appropriate to that position, as well as such other services consistent with the Chief Wastewater Plant Operator position as may be assigned by the District's Chief Wastewater Plant Operator. These duties include, but are not limited to, those set forth in the District's Chief Wastewater Plant Operator job description, a true and correct copy of which is attached as Exhibit "A" to this Agreement. The District may at any time during the term of this Agreement modify any provisions of the Chief Wastewater Plant Operator job description with notice to the Employee. Employee shall devote his best efforts and attention to the satisfactory performance of his duties within the Period of Employment described.

(i) Employee warrants that the information he provided to the District concerning his work experience and any certifications is correct. In the event it is incorrect, the District may terminate Employee's employment pursuant to Paragraph 4, herein.

(b) Other Activity. Employee (during his employment with Employer) shall not engage, directly or indirectly, in any other business, commercial, or professional activity (whether or not pursued for pecuniary advantage) that is or may generate financial or other conflict of interest, including time commitments, with his position as Chief Wastewater Plant Operator or the appearance thereof. If Employee is not certain whether or not a particular proposed outside activity is permitted under this Agreement, he shall ask the General Manager in writing for a determination thereon before engaging in the activity, and the General Manager shall within thirty (30) days make a determination thereon. Failure to act on the part of the General Manager within said thirty (30) day

period shall be deemed approval. It is acknowledged that Employee serves as Director of Plant Services for Pine Springs Ranch (owned and operated by the South Eastern California Conference of Seventh-Day Adventist) and it has been determined that this activity is permissible to continue while serving as Chief Wastewater Plant Operator as it does not create a conflict of interest. If Employee or the General Manager determine there is an actual, or appearance of a, conflict of interest at a later time, this issue will be resolved as set forth above.

3. Compensation and Benefits.

(a) Compensation. Employer shall pay Employee a salary of three thousand Dollars (\$3,000.00) per month, in accordance with Employer's regularly established policies for payroll distribution. As a salaried Employee, the Employee shall devote the required time and effort to completely and satisfactorily fulfill and carry out his duties and the Employee and the General Manager shall develop a mutually agreed work schedule to accomplish such end. The position is exempt from overtime under FLSA.

(b) Benefits. Employee shall not be entitled to receive the benefits.

4. Termination of Employment.

(a) By Employer Not for Cause. At any time, during the course of this Agreement, Employer may terminate Employee for any reason, with or without cause, by providing Employee a thirty (30) day written notice, except where immediate termination or shorter notice is warranted by law including but not limited to federal, state, county or local statute, regulation, ordinance or resolution, or warranted by other circumstances including but not limited to economic circumstances of the District, in which case shorter notice or immediate termination will apply. Such determination by the General Manager shall set the effective date of such termination. Employer may discipline, demote, or dismiss Employee as provided in this Section 4 notwithstanding anything to the contrary contained in or arising from any statements, policies, or practices of Employer relating to the employment, discipline, or termination of its employees. If the Employer terminates Provided that the Employee has served a term of at least three (3) months of employment under this Agreement, the Employee shall be paid one month of severance pay total, regardless of length of employment. The payment of such severance compensation shall be conditioned upon the Employee executing a general release agreement providing for the general and unconditional release of all known and unknown claims against the District, its General Manager and Employees with a **waiver of any and all rights under Section 1542 of the California Civil Code**, which states "*A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.*"

(b) By Employee Not for Cause. At any time, Employee may terminate his employment with Employer for any reason, with or without cause, by providing Employer thirty (30) days' advance written notice. Employer shall have the option, in its complete discretion, to make Employee's termination effective at any time prior to the end of such notice period, however such election by the General Manager shall not reduce the District obligation to pay the Employee's salary during the such 30-day period, except where paying such salary or benefits is not permitted by law. During such period the Employee shall, at the election of the General Manager, continue to perform his duties and aid and assist the General Manager in the process of transitioning the management of the District to a person or persons who shall perform the Employee's duties. Employee shall not be entitled to any sick-leave pay-out or benefits on termination; notice of termination of benefits required by Cal-Cobra will be provided to the extent applicable.

(c) By Employer for Cause. At any time, Employer may terminate this Agreement and the employment of the Employee by providing Employee written notice of the cause for such termination five (5) business days before termination. Employee shall be entitled to provide a response in writing or in person by the fifth day following such notice before the General Manager, or his designee. The decision of the General Manager or his designee shall be final. In the event Employee is terminated for a reason that besmirches his reputation in the public eye, he shall be entitled to a hearing, under *Lubey v. City and County of San Francisco* (1979) 98 Cal.App.3d 344, before the Board of Directors for the purpose of name-clearing only and not for reinstatement of employment; he may request such a hearing by delivering a request for appeal to the General Manager within ten (10) days of the final notice of termination; however, such appeal shall not extend the employment of the Employee and any obligations of the District under this Agreement. To the extent permitted by law, all benefits under this Agreement shall terminate upon termination for cause pursuant to this subsection, and the Employee shall not be entitled to any severance pay, sick-leave pay-out or benefits; notice of termination of benefits required by Cal-Cobra will be provided to the extent applicable.

For the purposes of this Agreement, termination shall be "for cause" if Employee: (i) refuses or fails to act in accordance with any specific, lawful, direction or order from the General Manager; (ii) gross negligence, (iii) is charged with a felony; (iv) is charged with any criminal act involving fraud, malfeasance, including but not limited to any act of misfeasance, described in Title 7 commencing with Section 92 of the Penal Code of the State of California; (v) poor performance or unprofessional conduct; (vi) conflicts of interest, (vii) poor attendance, (viii) violation of any federal, state, county or local statute, regulation, ordinance or resolution, (ix) violation of the District's drug and alcohol-free workplace policy; or (x) violation of any anti-discrimination, anti-harassment, or anti-retaliation policies of the District.

(d) Termination Obligations. Employee agrees that all property, including, without limitation, all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by Employee incident to his employment belongs to Employer and shall be returned promptly to Employer upon termination of Employee's

employment. Employee's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement. The Employee agrees that he shall cooperate with the District after the termination his employment as may become necessary relative to any actions he had taken or supervised while he was employed by the District.

(e) Government Code Section 53243 and 53243.3. Under Government Code Section 53243.3, regardless of the term of the contract, if the contract is terminated, a cash settlement related to the termination that an Employee may receive, if any, from the local agency shall be fully reimbursed to the local agency if the Employee is convicted of a crime involving an abuse of his office or position. Under Government Code Section 53243, if Employee has been paid any salary pending an investigation, such salary shall be fully reimbursed if Employee is convicted of a crime involving an abuse of his or her office or position.

5. Evaluation. Employee will be evaluated on at least an annual basis by the General Manager. Failure of the General Manager to provide such evaluation shall not in any way limit the General Manager's ability to terminate this Agreement pursuant to Section 4.

6. Limited Indemnity. To the extent permitted by law, the District shall indemnify the employee against all necessary expenditures and losses incurred by the Employee in direct consequence of the lawful discharge of his duties, in accordance with Labor Code Section 2802. However, pursuant to Government Code Section 53243.1, any agreement by District to fund the legal criminal defense of Employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the Employee is convicted of a crime involving an abuse of his office or position. In addition, to the extent permitted by law, the District shall defend and indemnify Employee against any civil action, proceeding, or claim, performed in the course and scope of his employment for the District in accordance with Government Code 995, et seq.

7. Proprietary Information. "Proprietary Information" is all information and any idea pertaining in any manner to the business of Employer (or any Employer affiliate), its employees, clients, consultants, or business associates, which was produced by any employee of Employer in the course of his or her employment or otherwise produced or acquired by or on behalf of Employer. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulas, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts, and customer lists. All Proprietary Information not generally known outside of Employer's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by Employer, Employee shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of Employer and as is necessary to perform his job responsibilities under this Agreement. Following termination, Employee shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of

Employer. Employee's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement. This paragraph shall not be construed to allow a violation of any law, including but not limited to the Public Records Act, and shall be read in harmony with its provisions and exceptions.

8. Notices. Any notice or other communication under this Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to Employer at the address below, or to Employee at the last known address maintained in Employee's personnel file. Employee shall be obligated to notify Employer in writing of any change in his address. Notice of change of address shall be effective only when done in accordance with this Section.

Employer's Notice Address:

General Manager
Idyllwild Water District
P.O. Box 397
Idyllwild, CA 92549-0397

Employee's Notice Address:

Fritz O. Wuttke
P.O. Box 441
Mountain Center, CA 92561

9. Action by Employer. All actions required or permitted to be taken under this Agreement by Employer, including, without limitation, exercise of discretion, consents, waivers and amendments to this Agreement, shall be made and authorized only by the General Manager or by its representative specifically authorized in writing to fulfill these obligations under this Agreement.

10. Direction from General Manager. Employee shall take direction as to matters of District business only from the General Manager.

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

12. Amendments. This Agreement may not be amended except in a written document signed by each of the parties. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

13. Assignment. Employee shall not assign any rights or obligations under this Agreement. Employer may, upon prior written notice to Employee, assign its rights and obligations hereunder.

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

15. Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall not be entitled to recover reasonable attorneys' fees and costs.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of California.

17. Venue. The venue for any litigation to interpret or enforce this Agreement shall be in the Riverside Superior Court.

18. Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

19. Partial Invalidity. In the event any provision of this Agreement is void or unenforceable for any reason, then the remaining provisions shall continue to be in full force and effect.

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

21. Effective. This Agreement shall be effective only if it is approved by the General Manager of this District, pursuant to direction from the Board of Directors of the District.

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

Fritz O. Wuttke _____

Idyllwild Water District _____
General Manager Idyllwild Water District

Exhibit "A"

IDYLLWILD WATER DISTRICT
JOB DESCRIPTION

POSITION: CHIEF WASTEWATER PLANT OPERATOR

Description. Under general supervision, directs the operation and maintenance of the District's wastewater treatment facilities and wastewater treatment department; insures the monitoring of influent and effluent flows; Directs and may perform sample collection and laboratory testing; checks operations and monitors equipment for proper functioning of treatment and disposal facilities; directs and assigns staff regarding the full range of wastewater treatment plant operations with minimal supervision; and does related work as required.

Examples of Duties. Monitors the operations of District wastewater treatment and disposal facilities for proper performance and safe functioning; reviews readings from meters, gages and recording charts; makes and/or directs necessary system adjustments to maintain proper operating conditions; makes visual inspections of plant operations to insure that operational adjustments are made as required; directs the operation of valves, pumps, blowers and controls to supply air and feed chemicals at the appropriate rates and dosages to achieve optimum plant performance; insures the collection of samples for laboratory tests and may perform analyses; directs general maintenance of plant grounds and disposal areas; supervises the maintenance of records and logs for updating required reports on plant operations; prepares monthly reports on plant operations; operates a vehicle to travel to disposal areas and other facilities for inspection and maintenance work; is available on-call for emergency supervision of the plant operations.

General Requirements. Requires a knowledge of methods, materials, procedures and equipment used in wastewater treatment and disposal operations; maintenance, repair and adjustment of wastewater treatment equipment; laws, codes, rules and regulations pertaining to wastewater treatment and disposal; sample collection and basic laboratory procedures; plant measurement and recording equipment; and proper work safety standards.

Requires an ability to supervise and review a variety of operations and maintenance assignments at a wastewater treatment plant; understand and direct the operation of automatic plant control systems; diagnose and correct a variety of operating problems; review plant measurements and interpret results to direct adjustments to plant operations; use proper safety precautions in working with plant equipment and chemicals; direct and review sample collection and basic laboratory tests; maintain and update plant records; read and interpret plant drawings and diagrams; and establish and maintain cooperative working relationships.

Typical Physical Activities. Operates District vehicles in traveling between shop, plant and disposal facilities; must be able to carry, push, pull, reach and lift equipment and parts weighing up to 50 lbs.; stoops, kneels, crouches, crawls and climbs during plant maintenance, construction and repair work; works in an environment with exposure to dust, dirt, chemicals and significant temperature changes between cold and heat; communicates orally with District personnel; uses a telephone; stands and walks for extended time periods; hearing and vision must be within normal ranges.

Qualifications. Graduation from high school and at least three years of responsible experience in the operation, maintenance and repair of wastewater treatment facilities; possession of a Grade III wastewater treatment operator certification issued by the State Water Quality Control Board.

Special Requirement. Possession of an appropriate California operator's license issued by the Department of Motor Vehicles. Possession and proof of a good driving record as evidenced by freedom from multiple or serious traffic violations. The driving record will not contribute to an increase in the District's automobile insurance rates.

EMPLOYEE RELATIONS
PARTNERS IN HR. PARTNERS IN SUCCESS.

"EMPLOYEE RELATIONS CLIENT"
APPLICANT CERTIFICATION AND AUTHORIZATION

I hereby give **EMPLOYEE RELATIONS CLIENT** and **EMPLOYEE RELATIONS, INC.** the right to conduct an investigation of my background. I understand that the investigation may include inquiry into my past employment, education, and activities, including, but not limited to, credit, criminal background information and driving record.

I understand that you may contact my previous employers and I authorize those employers to disclose to you all records pertinent to my employment with them.

Should an investigative consumer report be obtained from Employee Relations, Inc. in connection with my application for employment, I understand that I have the right to receive a copy of my report, free of charge, by checking the box below.

PLEASE PROVIDE ME A COPY OF ANY REPORT GENERATED ON ME AS A RESULT OF THIS APPLICATION FOR EMPLOYMENT

APPLICANT NAME (PRINT): Fritz, J. + Ke

PHONE: 951-217-7035

Date of Birth: 7-17-1969
DATE OF BIRTH INFORMATION IS COLLECTED FOR THE SOLE PURPOSE OF EXPEDITING YOUR BACKGROUND INVESTIGATION; IT IS NOT A FACTOR CONSIDERED IN THE EVALUATION OF YOUR APPLICATION FOR EMPLOYMENT.

E-MAIL: jo.ke@mountaincenter.com

ADDRESS: 8000 Mountain Center Rd Box 441

CITY: Mountain Center STATE: CA ZIP: 92561

SOCIAL SECURITY NUMBER: 70-94-7850

DRIVER'S LICENSE NUMBER: B979472 STATE: CA EXPIRATION: -17-2021

SIGNATURE: [Signature] DATE: 2-23-2018
APPLICANT'S SIGNATURE

New
contract

**FIRST AMENDMENT
TO
EMPLOYMENT AGREEMENT**

Idyllwild Water District ("Employer" or "District"), a government entity formed under Section 30000 of the California Water Code, and Fritz O Wuttke ("Employee") entered an Employment Agreement on February 22, 2018 ("Agreement"), under which the District employed Employee and set terms and conditions of employment, and under which Employee accepted such employment and terms and conditions of employment. This First Amendment to the February 22, 2018 Employment Agreement ("Amended Agreement") is entered December 19, 2018 between District and Employee (collectively "Parties") to amend the period of employment in the Agreement.

WHEREAS, the parties wish to continue the February 22, 2018 Agreement on the same terms and conditions, but change the period of employment of Employee; and

WHEREAS, in consideration of the foregoing and the respective representations, agreements covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Paragraph 1 concerning the Period of Employment is deleted from the Agreement and replaced with the following amended Paragraph 1:

1. Period of Employment. Employer shall employ Employee from the Effective Date of this Agreement until the employment is terminated by either Party in accordance with Section 4 of this Agreement. The Effective Date of this Agreement shall be December 20, 2018. The Employee expressly agrees that the subject employment relationship under this Agreement is part-time and "at will" and that the Employee serves at the pleasure of the District. Therefore, in the event of termination, there shall be no right of notice or hearing, except as expressly provided in this Agreement. The City may terminate Employee at any time in accordance with Section 4 for any reason not prohibited by law, or no reason at all. During the Period of Employment Employee shall work a schedule mutually agreed between the Parties that ensures that the duties and responsibilities of the position are fulfilled.

Section 2. Except as set forth in this Amended Agreement, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amended Agreement and the Agreement, the terms of this Amended Agreement will prevail. All other terms, conditions and definitions of the February 22, 2018 Agreement remain the same as first written and remain binding on the Parties.

The parties have duly executed this Agreement.

_____ John E. Hoagland General Manager Idyllwild Water District Employer	_____ Date	_____ Fritz O. Wuttke Employee	_____ Date
--	---------------	--------------------------------------	---------------

Memo

To: Board of Directors

From: General Manager

Date: December 19, 2018

Subject: ITEM #7 – Approve A Job Description And Salary Range For The Position Chief Operating Officer

Recommendation: That the Idyllwild Water District Board of Directors approve the attached job description and noted salary range for a position titled Chief Operating Officer.

Background: The Board of Directors have determined it is in the best interest of the District to create a Field Supervisory position designated as Chief Operation Officer. The proposed salary range is \$34.00 to \$47.00 per hour (14 steps of 2.5% increase consistent with the District's current salary schedule) or \$68,000 to \$96,000 per year. The Board will decide whether position will be hourly or salary.

Attachment: Job Description – Chief Operating Officer

IDYLLWILD WATER DISTRICT
JOB DESCRIPTION

POSITION: CHIEF OPERATING OFFICER

Description. Under direction of the General Manager, the Chief Operating Officer plans, organizes, directs and coordinates the maintenance, construction and operational functions of the District: Oversees and directs Water and Wastewater Chief Operators and Maintenance personnel; and performs related work as required.

Examples of Duties. Operates heavy equipment used in water system construction and maintenance, such as backhoes and loaders. Directs and trains inexperienced operators. Maintains the District's back flow cross-connection programs.

Performs a variety of welding tasks in installing and repairing water distribution pipelines, repairing machinery and equipment, and cutting and fabricating special metal articles. Monitors, operates and adjusts water treatment plant equipment; performs standard chemical tests, maintains operating records, performs routine equipment maintenance and directs and trains inexperienced operators.

Oversees domestic water supply and distribution and all water treatment functions; provides supervision, training and work evaluation for field and shop personnel; reviews acquisition requirements and develops recommendations regarding the purchase, servicing, testing, inspection and repair of vehicles and construction equipment; assists the General Manager with long range planning of District maintenance, construction and operations activities; inspects work in progress to insure proper utilization of personnel and equipment; monitors employee certification, training and safety programs; periodically reviews and evaluates power use at District facilities to minimize costs and improve efficiency; performs special projects as delegated by the General Manager; performs on-call and emergency work assignments. Prepares monthly and annual reports as needed. Coordinates with the Water and Sewer Department Chief Operators for both water and wastewater needs when assistance is required on projects and assistance at the wastewater treatment plant.

Required Qualifications: Requires a knowledge of principles, methods and practices used in water and wastewater system maintenance, operation and construction work; principles, methods and practices of vehicle and construction equipment operation, use, maintenance and repair; principles, methods and practices used in building and grounds maintenance; principles, methods and practices used in treatment plant operations, maintenance and construction work; rules, regulations and codes applicable to District maintenance, operation and construction functions; District policies, rules, regulations and procedures; work safety standards and requirements; principles of supervision, training and management. Requires an ability to plan, organize, manage and administer the maintenance, construction and operations functions of the

District; oversee the establishment and maintenance of certification, training and work safety programs; perform administrative reviews of work activities, costs, staffing requirements, equipment uses and time requirements; effectively represent District maintenance, operation and construction functions with the public, contractors and other governmental organizations; establish and maintain cooperative working relationships. State of California Grade III Water Treatment, Distribution And Wastewater Certification. AWS Pipe Welding Certification.

Preferred Qualifications: Bachelors degree in a related field. 10 years progressively responsible experience at a public water utility. State of California Grade IV or higher. OSHA 20 Certification. Local residency is highly desirable.

Typical Physical Activities. Travels regularly by vehicle in overseeing District facilities and field operations; frequently works in an outdoor environment with exposure to dust, dirt and significant temperature changes between cold and heat; communicates orally with District personnel and the public; uses a telephone; stands and walks for extended time periods; hearing and vision must be within normal ranges.

Special Requirement. Possession of an appropriate California operator's license issued by the Department of Motor Vehicles. Possession and proof of a good driving record as evidenced by freedom from multiple or serious traffic violations. The driving record will not contribute to an increase in the District's automobile insurance rates.