

REGULAR MEETING OF THE BOARD OF DIRECTORS

IDYLLWILD WATER DISTRICT

November 15, 2017 - 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.

A. MINUTES – October 25, 2017
November 8, 2017

B. FINANCIAL REPORTS OCTOBER 2017

1. Income statement for the Fourth month ending October 2017
2. District warrants for October 2017.

Check #	14371 - 14440	= \$	271,099.20
Gross Payroll		= \$	50,996.48
Federal/State PR taxes		= \$	16,883.20
LAIF Transfers		= \$	0.00
Transfers/charges		= \$	179.20

C. OPERATIONS REPORT FOR THE FOURTH MONTH – OCTOBER 2017

2. **CONSIDER ADOPTION OF ORDINANCE #65 ESTABLISHING REVISED RULES AND REGULATIONS FOR SEWER SERVICE** – The Board of Directors may adopt Ordinance #65 regarding revised Rules and Regulations for Wastewater Service.

3. **RESOLUTION #741 CHANGING THE IDYLLWILD WATER DISTRICT ELECTION DATE IN ACCORDANCE WITH SB415** – The Board of Directors may adopt Resolution No. 741 to change the Idyllwild Water District election date to coincide with the General Election.

DIRECTORS COMMENTS :

GENERAL MANAGER'S COMMENTS:

CLOSED SESSION:

1. **Conference with Legal Counsel – Existing Litigation (Govt. Code § 54956.9) -**
Name of Case: (*Jeff Smith v. Idyllwild Water District.*, Case No./Complaint No. 33-05-03, Water Rights Adjudicatory Proceeding before State Water Resources Control Board re: Strawberry Creek Diversion in Riverside County)

ADJOURNMENT:

To the next Board meeting is a Regular Meeting scheduled for December 20, 2017 at 6:00 p.m., to be held at the Idyllwild Water District Boardroom, 25945 Hwy. 243, Idyllwild, CA.

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 SPECIAL MEETING
OF THE BOARD OF DIRECTORS
IDYLLWILD WATER DISTRICT**

The Board of Directors of the Idyllwild Water District met in special session on October 25, 2017, in the Idyllwild Water District Board Room.

CALL TO ORDER:

The meeting was called to order by President Schelly at 6:00 p.m.

ROLL CALL:

Directors present: President Charles Schelly, Vice President Peter Szabadi, Geoffrey Caine, Steve Kunkle and Catherine Dearing. Interim General Manager Jack Hoagland, Chief Financial Officer Hosny Shouman, Auditor Scott Manno and Board Secretary Erica Gonzales were also present.

General public present: (6)

PUBLIC COMMENT:

None.

In order to allow Scott Manno to present the Audit and excuse himself from the rest of the meeting, President Schelly moved Item 2 forward in the Agenda.

ITEM 2 – Consider Acceptance of the Fiscal Year 2016-2017 Audit

Recommendation

That the Board of Directors accept the Fiscal Year 2016-2017 Audit and make it available to any interested parties.

Background

The District is required by State law to have its financial status audited annually by a certified public accountant. In 2016, the District hired Rogers, Anderson, Malody & Scott, LLP to audit the District for 5-years. FY 2016-17 is the second year of that audit agreement.

Scott Manno, the partner in charge of the District's Audit, was present to review his firm's findings and opinions regarding the District's financial status and documentation.

SCOTT MANNO – Rogers, Anderson, Malody & Scott, LLP gives Idyllwild Water District the highest level of assurance they can provide on an Audit. Idyllwild Water District is in conformity with all Generally Accepted Accounting Principles. This is generally called a “clean opinion.” There is one person managing the financial aspect of operations which can make the separation of duties difficult because of the size of the staff, but Idyllwild Water District is doing everything possible to reach a high level of internal controls. The only solution is to hire two more people, which would cost \$40,000-\$65,000 per year or hear this comment from your auditor every year.

VICE PRESIDENT SZABADI – Concerned about the amount of unfunded liability.

JACK HOAGLAND – Clarified that the unfunded liability is only post- retirement medical benefits. The pension plans are not unfunded liability.

A MOTION was made by Vice President Szabadi to accept the Audit for the Fiscal Year 16/17 and Director Kunkle seconded. The vote was as follows:

AYES	NAYS	ABSTAIN	ABSENT
Peter Szabadi			
Steve Kunkle			
Geoffrey Caine			
Catherine Dearing			
Charles Schelly			

The Motion was approved.

ITEM 1- CONSENT CALENDAR:

MINUTES – September 27, 2017

FINANCIAL REPORTS SEPTEMBER 2017

- A. Income statement for the Third month ending September 2017
- B. District warrants for September 2017.

Check #	14324 - 14370	= \$	213,701.19
Gross Payroll		= \$	51,595.92
Federal/State PR taxes		= \$	17,178.61
LAIF Transfers		= \$	0.00
Transfers/charges		= \$	152.15

OPERATIONS REPORT AND GRAPHS FOR THE THIRD MONTH ENDING SEPTEMBER, 2017.

Two mainline leaks were reported in September and there were 2 unmetered leaks. Foster Lake's level was at 11 feet and 4 inches at the end of September. There was 0.64" of precipitation in September and there has been 0.75" of precipitation for the fiscal year to date. The static water levels at the Foster Lake Wells were 5' below ground level, and the downtown well #23 is currently pumping at 203' and the downtown well #24 is static at 23' below ground level respectively. Production for September was 1,005,296 cubic feet. September's unaccounted for water was 7.08% of water production. Fiscal year to date unaccounted for water average is 6.78% of water production.

COMMENT:

DIRECTOR CAINE – Questioned why minutes are so long? Should be action minutes.

JACK HOAGLAND – Style of minutes is dictated by Board. Most Districts try to find a compromise between strictly action minutes and verbatim.

ERICA GONZALES – Policy for Minutes is Action Minutes but Board members have, in the past, asked to have more detail for Public and Director's Comments. Try to accommodate.

VICE PRESIDENT SZABADI – Inquired about Retiree Healthcare payments and why there is not a standard amount for every Retiree. Would like to bring this issue back to the Board to try to standardize the Retiree Healthcare Expense.

HOSNY SHOUMAN – Explained that the Reimbursements were for Supplemental Healthcare costs. The amount depends on the plan that the Retiree has chosen and whether or not they have a spouse that is covered. It is difficult to standardize.

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

AYES	NAYS	ABSTAIN	ABSENT
Geoffrey Caine			
Peter Szabadi			
Catherine Dearing			
Steve Kunkle			
Charles Schelly			

Consent Calendar was approved.

ITEM 3 – Consider Adopting an Investment Policy

Recommendation

That the Board of Directors Adopt Resolution No. 741 updating the District's Investment Policy.

Background

The District last updated its Investment Policy in 1996. To insure compliance with California State Requirements, Staff requested that the policy be reviewed by Fieldman, Rolapp and Associates (FRA), a financial consulting firm to California government entities. FRA suggested several minor edits which are incorporated in the attached Proposed Investment Policy.

DISCUSSION:

None.

A MOTION was made by Vice President Szabadi to approve Adoption of Resolution No. 741 updating the District's Investment Policy and Director Dearing seconded. The vote was as follows:

AYES	NAYS	ABSTAIN	ABSENT
Peter Szabadi			
Catherine Dearing			
Geoffrey Caine			
Steve Kunkle			
Charles Schelly			

The Motion was approved.

ITEM 4 – Consider Acquisition of a Skid-Steer Loader and Accessories

Recommendation

Authorize the General Manager to purchase a Caterpillar 262D skid-steer tractor and accessories from Quinn/Cat for \$83,000.

Background

Based on numbers from an unknown source the District budgeted \$40,000 for a skid steer loader.

When outfitted with the two accessories that make the unit most efficient for the District, the final price is \$82,585.18. Since this is substantially more than the budget, staff investigated acquisition of a used model at \$82,672.70. The Government Discount on the new unit actually results in a net lower price than the used unit, which is not eligible for the discount.

The vigorous construction climate has driven the price of used equipment up and made high quality newer units very rare and expensive.

The new equipment will replace a Case 580C S/N 8969962 backhoe/loader (the trade-in) and offer additional mechanical assistance for the staff especially the cold planer for excavation of service lines for installation and repair (a recent repair on Tollgate required 27 man-hours due to the more than 12-inch thickness of the paving). The skid steer is also a much smaller piece of equipment which will allow access to more areas in the District.

This item was brought in front of the Board after being table at the meeting on September 27, 2017.

DISCUSSION:

DIRECTOR KUNKLE – Still believes this is a “want” not a “need.”

DIRECTOR DEARING – Would like to buy the Skid –Steer but also keep the Back hoe that would be traded in.

A MOTION was made by Director Dearing to approve the purchase of a Skid- Steer loader and keep the Back hoe. There was no Second. The Motion died for lack of a second.

The Item died for lack of a Motion.

ITEM 5 – Consider Approving an Agreement with ERSC to Update the Foster Lake 1974 Inundation Study

Recommendation

That the Board of Directors authorize the General Manager to execute an agreement with ERSC to update the Foster Lake Dam Inundation Study for a fee of \$68,280.

Background

In a reaction to the confusion and damage that occurred at Oroville Dam in the Spring of 2017, the California State Legislature, as part of budget trailer bills, added Sections 6160 and 6161 to the State Water Code requiring dam owners whose dams meet the “high” hazard classification (Foster Lake Dam is in this category) to prepare an emergency action plan (EAP) by January 1, 2019. Prior to this date, as required under the new law, an inundation map must be submitted for review and approval by the Division of Safety of Dams.

Idyllwild Water District's inundation study for Foster Lake Dam was developed in 1974 and is out of date with the additional growth and development that has occurred over the last 43-years. Staff contacted ERSC as the successor to Neste, Burdin and Stone which prepared the 1974 study. Staff also contacted Mead & Hunt, a Sacramento engineering firm that performs these studies for multiple entities statewide. Both fees were comparable but ERSC offers more local coordination and a history of working with the District.

Although the fee is substantial in absolute terms, it represents significant labor effort for surveying and modeling to comply with the state requirements.

DISCUSSION:

JACK HOAGLAND – Vice President Szabadi had an interesting idea to submit the 1974 Inundation Study for approval because where the water will go should the dam fail has not changed. Willing to try but does not think this will be accepted by the State. Would like Board to approve this Item in the event the 1974 Study is not accepted by the State.

SUE NASH – Sounds fraudulent.

DIRECTOR DEARING – Would like staff to look into possible monetary assistance from the State because they are requiring this be done.

President Schelly called a 5 minute recess.

PRESIDENT SCHELLY – Reminded the Board and members of the public of the Rules of Order and how the meetings should be organized.

A MOTION was made by Vice President Szabadi to approve the agreement with ERSC to update the Foster Lake inundation study in the event that the Division of Safety of Dams does not approve the resubmittal of the 1974 Study and Director Caine seconded. The vote was as follows:

AYES	NAYS	ABSTAIN	ABSENT
Peter Szabadi		Charles Schelly	
Geoffrey Caine			
Catherine Dearing			
Steve Kunkle			

The Motion was approved.

ITEM 6 – Reappointment of Board Members

Recommendation

That the Board of Directors note the reappointment of Board Members by the Riverside County Board of Supervisors.

Background

Idyllwild Water District was scheduled to have an election for four board members ending August 29, 2017. Since only the incumbent board members applied to participate in the election process, no election was held and the incumbent board members were appointed "in lieu" to serve in the terms for which they ran:

Dr. Charles A. Schelly, Short Term, December 1, 2017 to December 6, 2019

Peter Szabadi, Short Term, December 1, 2017 to December 6, 2019

Geoffrey Caine, Regular Term, December 1, 2017 to December 3, 2021

Note the District will again have four seats up for election in 2019, as, in addition to Directors Schelly and Szabadi, Directors Kunkle and Dearing's seats will be up for consideration.

President Schelly and Director Caine were sworn in by Board Secretary Erica Gonzales. The terms official begin on December 1, 2017.

DIRECTOR'S COMMENTS:

DIRECTOR KUNKLE – Concerned about the legal fees.

VICE PRESIDENT SZABADI – Would like to have a study session for the Board to discuss a possible Rate Study, cost of Retiree Healthcare and Long term policies for pipeline replacement. Would like this study session advertised in the Town Crier for maximum participation.

JACK HOAGLAND – Would like to focus on the Rate Study and Pipeline Replacement aspect of requests in order to make the Agenda manageable.

A Study Session was set for December 6, 2017 at 6:00 pm.

PRESIDENT SCHELLY – Have completed a Job Description for the General Manager. Need Bios from Directors for Certificate of Transparency. Wanted to reiterate his request for an analysis of the cost of 3 employees over a period of 15 years.

GENERAL MANAGER'S COMMENTS:

JACK HOAGLAND – Have installed 11 water meters and have 4 pending. Pipeline project should be finished Tuesday, October 31, 2017. Had some change orders but still under bid award amount. Houston and Harris making good progress, in the last third of the system. Had one spill due to lines being clogged by some rocks and pvc pipe. Originally thought that the spill had leaked into Strawberry Creek but it did not reach the Creek. The diversion structure has been cleaned out, prepared for the winter. Will be having a closed session on November 15, 2017 in addition to the Regular Meeting. Legal Counsel will attend to discuss a lengthy confidential memo and their findings about out Water Rights.

ADJOURN TO CLOSED SESSION AT 7:39 PM

1. Performance Review, Interim General Manager

RECONVENE INTO OPEN SESSION: The Board reconvened in open session at 8:04 pm.

General Manager Jack Hoagland reported that there was no reportable action.

ADJOURNMENT: President Schelly adjourned the meeting at 8:05 pm.

IDYLLWILD WATER DISTRICT

IDYLLWILD WATER DISTRICT

BY: _____
DR. CHARLES SCHELLY-
BOARD PRESIDENT

BY: _____
ERICA GONZALES-
BOARD SECRETARY

**MINUTES OF THE SPECIAL MEETING
OF THE BOARD OF DIRECTORS
IDYLLWILD WATER DISTRICT**

The Board of Directors of the Idyllwild Water District met in special session on November 8, 2017.

CALL TO ORDER:

The Special Meeting was called to order by President Charles Schelly at 6:00 p.m.

ROLL CALL:

Directors present: President Charles Schelly, Vice President Peter Szabadi, Steve Kunkle, and Catherine Dearing. Also present were General Manager Jack Hoagland and Chief Financial Officer Hosny Shouman.

Director Geoffrey Caine was absent due to health problems.

General public present: (- 0 -)

PUBLIC COMMENT:

JP CRUMRINE – Would like a phone call with the Report on Closed session. Wanted clarification on the importance of holding a Special Meeting for the evaluation for the General Manager when there is a meeting next week. Also inquired if the General Manager position was advertised referencing Item 2 on the closed session Agenda.

ADJOURN TO CLOSED SESSION:

1. CLOSED SESSION: Public Employee Performance Evaluation (Govt. Code Section 54957(b)). Title: Interim General Manager
2. CLOSED SESSION: Public Employment (Govt. Code Section 54957(b)). Position to be filled: General Manager

The Board adjourned to closed session at 6:05 pm.

RECONVENE INTO OPEN SESSION:

The Board reconvened in open session at 7:12 pm

REPORT ON CLOSED SESSION:

General Manager Jack Hoagland reported that there was no reportable action.

ADJOURNMENT: President Schelly adjourned the meeting at 7:15 pm.

IDYLLWILD WATER DISTRICT

BY: _____

DR. CHARLES SCHELLY-
BOARD PRESIDENT

IDYLLWILD WATER DISTRICT

BY: _____

ERICA GONZALES-
BOARD SECRETARY

**IDYLLWILD WATER DISTRICT
WATER FUND CONDENSED INCOME STATEMENT
FOR FISCAL MONTH ENDING OCTOBER 31, 2017**

CONDENSED CATEGORY	FOR THE MONTH OF		OCTOBER	2017
	ACTUAL	BUDGET	VARIANCE	%
OPERATING REVENUES:				
BASE-RESIDENTIAL/COMMERCIAL	51,126	51,126	0	0.00%
SALES-RESIDENTIAL/COMMERCIAL	48,840	55,000	-6,160	-11.20%
OTHER OPERATING REVENUE	1,441	1,500	-59	-3.94%
OTHER NON- OPERATING REVENUE*	4,860			
TOTAL OPERATING REVENUES	106,267	107,626	-6,219	-5.78%

OPERATING REVENUE BY CATEGORY	FOR THE MONTH OF		OCTOBER	2017
	ACTUAL	BUDGET	F (U) VARIANCE	%
BASE RATE - RESIDENTIAL	43,780	43,780	0	0.00%
BASE RATE - COMMERCIAL	7,346	7,346	0	0.00%
SALES-RESIDENTIAL	20,806	25,000	-4,194	-16.78%
SALES-COMMERCIAL	28,034	30,000	-1,966	-6.55%
SALES-SEWER	0	0	0	0.00%
SALES-CONSTRUCTION/OTHER	0	0	0	0.00%
TRANSFER FEES	100	100	0	0.00%
TURN ON/OFF FEES	50	150	-100	-66.67%
LIEN & LIEN RELEASE FEES	0	0	0	0.00%
DELINQUENCY FEES	0	0	0	0.00%
WILL SERVE LETTER FEES	50	0	50	0.00%
OTHER MISCELLANEOUS	1,291	1,250	41	0.00%
INSTALLATION FEES	4,810	0	4,810	0.00%
CAPACITY FEES	0	0	0	0.00%
TOTAL OPERATING REVENUES	106,267	107,626	-1,359	-1.26%

**IDYLLWILD WATER DISTRICT
 WATER FUND CONDENSED INCOME STATEMENT
 FOR FISCAL MONTH ENDING OCTOBER 31, 2017**

FOR THE MONTH OF OCTOBER 2017

CUBIC FEET OF SALES:	ACTUAL	BUDGET	VARIANCE	%
R1	650,560	675,000	-24,440	-3.62%
R2	23,648	46,000	-22,352	-48.59%
R3	91,920	97,000	-5,080	-5.24%
R4	41,850	75,000	-33,150	-44.20%
R5	16,830	22,000	-5,170	-23.50%
R6	182,340	205,000	-22,660	-11.05%
NC-WWTP	5,450	37,650		
TOTAL CUBIC FEET OF SALES	1,012,598	1,157,650	-112,852	-9.75%
NUMBER OF CUSTOMER BILLS:				
R1	1,540	1,537	3	0.20%
R2	30	30	0	0.00%
R3	51	51	0	0.00%
R4	13	13	0	0.00%
R5	4	4	0	0.00%
R6	2	2	0	0.00%
NC-WWTP	1	1	0	0.00%
S	10	10	0	0.00%
TOTAL NUMBER OF CUSTOMER BILLS	1,651	1,648	3	0.18%

* s : Sewer Only Account

**IDYLLWILD WATER DISTRICT
WATER FUND CONDENSED INCOME STATEMENT
FOR FISCAL MONTH ENDING OCTOBER 31, 2017**

	FOR THE MONTH OF		OCTOBER	2017
BY CATEGORY	ACTUAL	BUDGET	F (U)	%
WATER OPERATING EXPENSES:			VARIANCE	
1- WAGES AND SALARIES EXPENSES	41,338	50,000	8,662	17.32%
2- RETIREMENT PLAN AND LIFE INSURANCE	2,675	8,000	5,325	66.56%
3 -MEDICAL INSURANCE	10,276	11,500	1,224	10.64%
4 -UNIFORM EXPENSES	209	438	229	52.33%
5 -WORKER'S COMP INSURANCE	0	500	500	100.00%
6 -RETIREMENT MEDICAL INSURANCE	1,827	2,000	173	8.65%
7 -BOARD REIMBURSEMENT	113	1,000	888	88.75%
8 -OFFICE SUPPLIES	1,770	1,500	-270	-17.98%
9 -OFFICE CLEANING SERVICE	210	280	70	25.00%
10 -POSTAGE AND MAILING FEE	1,544	900	-644	-71.58%
11 -TRAINING AND EDUCATION	685	604	-81	-13.38%
12 -TRAVELING , MILEAGE, MEALS REIMBURSMET	87	629	542	86.19%
13 -DUES ,FEES , SUBSCRIPTIONS	8,217	771	-7,447	-966.05%
14 -COMPUTER SERVICES	678	2,000	1,322	66.12%
15 -LEGAL SERVICES	15,141	2,500	-12,641	-505.66%
16 -UTILITIES - ELECTRICITY	9,271	7,292	-1,979	-27.14%
17 -UTILITIES - GAS& FUEL	0	717	717	100.00%
18 -UTILITIES - PROPANE	1,147	325	-822	-252.96%
19 -UTILITIES - TELEPHONE INTERNET	983	761	-223	-29.27%
20 -UTILITIES - WASTE MANAGEMENT FEE	182	184	2	1.02%
32 -AUTO AND PROPERTY INSURANCE	17,402	1,712	-15,690	-916.38%
21 -STATE-COUNTY WATER SYSTEM FEES	0	1,583	1,583	100.00%
22 -GENERAL PLANT SERVICES	17,190	18,000	810	4.50%
23 - VEHICLES REPAIRS AND MAINTENANCE	1,846	1,500	-346	-23.05%
24 -WATER ENGINEERING AND CONSULTING	9,016	875	-8,141	-930.40%
25 -LABORATORY SERVICES	983	1,042	59	5.68%
26 -WATER SECURITY SYSTEM	0	771	771	100.00%
27 -ADVERTISING AND PUBLISHING	0	542	542	100.00%
28 -PROPERTY TAX EXPENSES	0	233	233	100.00%
29- COMPENSATED TIME	0	1,833	1,833	100.00%
30 -BANK FEE CHARGE	179	200	21	10.40%
31 -WATER MAINTENCE AND SUPPLIES	9,025	1,042	-7,983	-766.41%
33 -ACCOUNTING AND AUDITING FEE	0	7,500	7,500	100.00%
TOTAL OPERATING EXPENSES:	151,994	128,733	-23,261	-18.07%
TOTAL INCOME AND (LOSS)	(45,726)	(21,107)		

**IDYLLWILD WATER DISTRICT
SEWER FUND CONDENSED INCOME STATEMENT
FOR FISCAL MONTH ENDING OCTOBER 31 , 2017**

FOR THE MONTH OF OCTOBER , 2017

CONDENSED BY CATEGORY	ACTUAL	BUDGET	F (U) VARIANCE	%
OPERATING REVENUES:				
BASE-RESIDENTIAL/COMMERCIAL	52,977	52,480	497	0.95%
OTHER OPERATING	175	25	150	600.00%
TOTAL OPERATING REVENUES	53,152	52,505	647	1.23%
OPERATING EXPENSES:				
1- WAGES AND SALARIES	13,261	14,000	739	5.28%
2- RETIREMENT AND LIFE INSURANCE	892	2,000	1,108	55.41%
3- MEDICAL INSURANCE	3,425	5,000	1,575	31.49%
4- UNIFORM EXPENSE	70	300	230	76.83%
5-WORKER'S COMPENSATION INSURANCE	0	145	145	100.00%
6- RETIREMENT MEDICAL INSURANCE	609	917	308	33.56%
7- BOARD REIMBURSEMENT	38	200	163	81.25%
8- OFFICE SUPPLIES	528	400	-128	-32.01%
9- OFFICE CLEANING SERVICES	70	150	80	53.33%
10- POSTAGE AND MAIL FEE	479	100	-379	-378.55%
11- EDUCATION AND TRAINING	0	200	200	100.00%
12- TRAVELING, MILAGE, MEAL REIMBURSEMENT	0	292	292	100.00%
13- DUE AND SUBSCRIPTION FEE	2,715	542	-2,173	-401.17%
14- COMPUTER SERVICES	226	1,000	774	77.41%
15- LEGAL SERVICES	5,047	500	-4,547	-909.42%
16- UTILITIES - ELECTRICITY	122	4,000	3,878	96.96%
17- UTILITIES - GAS & FUEL	0	437	437	100.00%
18- UTILITIES - PROPANE	0	25	25	100.00%
19- UTILITIES - TELEPHONE&INTERNET	318	292	-26	-8.93%
20- UTILITIES - WASTE MANAGEMENT FEE	61	125	64	51.39%
21- VEHICLES REPAIRS AND MAINTENANCE	170	500	330	66.04%
22- SEWER ENGINEERING SERVICES	29,757	15,000	-14,757	-98.38%
22- SEWER MAINTENANCE AND SUPPLIES	675	200	-475	-237.50%
23- GENERAL PLANT SERVICES	20,401	500	-19,901	-3980.13%
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	3,273	500	-2,773	-554.55%
29- GENERAL AUTO AND LIABILITY INSURANCE	5,801	570	-5,231	-917.82%
30- SECURITY SYSTEM (ADT)	0	208	208	100.00%
31- ACCOUNTING & AUDITING FEE	0	2,000	2,000	100.00%
Total Expenses	87,934	51,018	-36,916	-72.36%
Total INCOME OR (LOSS)	(34,782)	1,487		

**IDYLLWILD WATER DISTRICT
SEWER FUND CONDENSED INCOME STATEMENT
FOR FISCAL MONTH ENDING OCTOBER 31 , 2017**

FOR THE MONTH OF SEPTEMBER , 2017

SEWER FUND OPERATING REVENUES

	ACTUAL	BUDGET	F (U) VARIANCE	%
BASE RATE-COMMERCIAL	36,185	35,879	306	0.85%
BASE RATE- RESIDENTIAL	16,792	16,601	191	1.15%
TRANSFER FEE	25	25	0	0.00%
FACILITY CHARGE FROM IAF	0	0	0	0.00%
INSPECTION FEE	0	0	0	0.00%
OTHER MISCE	150	0	150	#DIV/0!
TOTAL OPERATING REVENUE	53,152	52,505	647	1.23%

EQUIVALENT DWELLING UNITS (E.D.U'S)

RESIDENTIAL	456	456	0.0	0.00%
COMMERCIAL	937	937	0.0	0.00%
TOTAL E.D.U'S	1,393	1,393	0.0	0.00%

**IDYLLWILD WATER DISTRICT
DISTRICT WARRANTS AND OTHER DISBURSEMENTS
FOR THE MONTH ENDED OCTOBER 31, 2017**

DATE	CHECK NUMBER	PAYEE	DESCRIPTION	AMOUNT
10/4/2017	14371	A Wiring Man	Fixing and Maintaining 6 Generators	\$2,700.00
10/4/2017	14372	ACWA/JPIA	Auto and General Liability Insurance 10/1/2017-10/1/2018	\$19,496.00
10/4/2017	14373	Aleshire & Wynder	Legal Fees	\$9,815.50
10/4/2017	14374	California Computer Options	Monthly IT Support	\$695.00
10/4/2017	14375	Chase Card Services	Supplies \$301.14, Scada Batteries \$670.02, Postage \$108.52	\$1,152.94
10/4/2017	14376	Erica Gonzales	Milage to FedEx for Shipping to Grand Jury	\$13.64
10/4/2017	14377	Forest Lumber	Supplies for Water and Sewer	\$672.48
10/4/2017	14378	Frontier	Internet and Phone for Foster Lake and WWTP	\$401.08
10/4/2017	14379	Home Depot Credit Services	Tools and Supplies for Water and Sewer	\$445.15
10/4/2017	14380	Idyllwild Water District	Deposited at Hemet Bank for Payroll	\$40,000.00
10/4/2017	14381	Info Send	Postage and Mailing fee for August Bills	\$958.97
10/4/2017	14382	Inland Water Works Supplies	Supplies for Water	\$681.15
10/4/2017	14383	Lee Arnson	Survey for Easment for Pipeline	\$1,400.00
10/4/2017	14384	Pine Cove Water District	Duth well Electircity Charge	\$190.95
10/4/2017	14385	RCOE	Welding Course for Joseph Reyes	\$685.00
10/4/2017	14386	SCE	Monthly Electric Charge	\$5,395.52
10/4/2017	14387	Thomas Lovejoy	Reimbursement for Retiree Health Care	\$2,436.00
10/4/2017	14388	Spectrum Business	Phone and Internet for Office	\$356.64
10/4/2017	14389	Tyler Puckett	Fee for T1 Certificate	\$70.00
10/4/2017	14390	Verizon Wireless	On Call and GM Cell Phone	\$156.45
10/4/2017	14391	Water Quality and Treatment Solutions	Water System Evaluation	\$5,000.00
10/4/2017	14392	Wicker Water Well Pump Service	Fix Well #10	\$4,508.55
10/4/2017	14393	ACWA/JPIA	Quarterly Workers Comp Insurance	\$3,706.71
10/4/2017	14394	NAPA Auto Parts	Auto Parts for Vehicles	\$69.14
10/4/2017	14395	Herb Bergstrom	Book/Maps of Water Mains	\$2,616.00
10/11/2017	14396	ACWA/JPIA	Employee Medical Insurance for Nov	\$13,701.27
10/11/2017	14397	Babcock and Sons	Labs for Water and Sewer	\$4,255.25
10/11/2017	14398	Browning Electric	Service Call for Well #2	\$474.10
10/11/2017	14399	Burtronics Business Systems	Maintenece Contract for Large Copy Machine	\$1,862.37
10/11/2017	14400	California Computer Options	IT support	\$208.50
10/11/2017	14401	Central Communications	Monthly Answering Service	\$102.00
10/11/2017	14402	CR&R	Monthly Trash Fee	\$243.05
10/11/2017	14403	Daniels Tire Service	New tires for Jerry's Truck	\$1,672.91
10/11/2017	14404	Ferrellgas	Propane for 5 tanks	\$1,147.12
10/11/2017	14405	Four Seasons Cleaning Service	Monthly Office Cleaning	\$280.00
10/11/2017	14406	Gosch Auto	Truck repair	\$121.01
10/11/2017	14407	Houston & Harris	Hydro Wash Diversion Tank	\$7,000.00
10/11/2017	14408	Inland Water Works Supplies	Supplies for Water	\$1,599.01
10/11/2017	14409	Idyllwild Water District Property Taxes	1st installment	\$348.01
10/11/2017	14410	Mission Linen & Uniform Service	Monthly Uniform and Laundry Charge	\$278.05
10/11/2017	14411	SCE	Monthly Electricity Charge	\$634.10
10/11/2017	14412	SUSP, Inc	Contract Sewer Service for 2 months	\$25,160.00
10/11/2017	14413	Dig Alert	58 New Tickets	\$105.70
10/11/2017	14414	USA Bluebook	Supplies for Sewer	\$220.08
10/11/2017	14415	Village Hardware	Supplies for Water and Sewer	\$323.15
10/11/2017	14416	WEBB Associates	Construction Management	\$29,113.75
10/18/2017	14417	Aleshire & Wynder	Legal Fees	\$10,217.99
10/18/2017	14418	Aqua Metrics	20- 5/8" meters and 5- 1" meters	\$4,401.50
10/18/2017	14419	ACWA	Annual Agency Dues	\$9,800.00
10/18/2017	14420	Comtronix Communications	Repair and replace office radio and repair unit #23	\$2,165.63
10/18/2017	14421	David Wysocki	Prepare report for auditor	\$155.00

10/18/2017	14422	Harlod K Smith	Concrete	\$463.33
10/18/2017	14423	Info Send	Postage and Mailing fee for September Bills	\$955.25
10/18/2017	14424	Staples Credit Plan	Office Supplies	\$249.79
10/18/2017	14425	Tyler Technologies	Annual Subscription/Maintenance Fee and Unreceived Invoices	\$18,641.01
10/18/2017	14426	Idyllwild Health Center	Employees Medical Shots- Tyler	\$189.00
10/18/2017	14427	T-Mobile	Monthly charge for Solar Panels	\$29.99
10/25/2017	14428	Allstate Benefits	Life Insurance Premiums	\$473.77
10/25/2017	14429	Gallade Chemical Inc	Chemical Supplies for Water and Sewer	\$868.98
10/25/2017	14430	Inland Water Works Supplies	Supplies for Water	\$124.45
10/25/2017	14431	Jeannine Olsen	Reimbursement for supplies	\$36.98
10/25/2017	14432	Jerry Johnson	Exam fee for D3	\$100.00
10/25/2017	14433	Midtown Plumbing	Replace Sewer Pump	\$19,578.00
10/25/2017	14434	New Direction FBO Roger Horswill	Refund for Installation Fee	\$705.00
10/25/2017	14435	Rapid Data	Fee for Processing Stand By Assessments	\$810.00
10/25/2017	14436	SCE	Monthly Electricity Charge	\$3,172.61
10/25/2017	14437	Stan Boles	Refund for Installation Fee	\$485.00
10/25/2017	14438	Spectrum Business	Phone and Internet for Office	\$356.62
10/25/2017	14439	Tyler Puckett	Fee for D1 Certificate	\$50.00
10/25/2017	14440	West Yost Consulting Engineers	Consulting fee for WWTP	\$4,597.00
			TOTAL DISTRICT WARRANTS	\$271,099.20
			OTHER DISBURSEMENTS:	
			TOTAL PAYROLL	\$50,996.48
			NET PAYROLL CHECKS-DIRECT DEPOSIT	\$36,831.93
			FEDERAL PAYROLL TAXES-ELECTRONIC TRANSFERS	\$12,764.12
			STATE PAYROLL TAXES-ELECTRONIC TRANSFERS	\$4,119.08
			L.A.I.F. ELECTRONIC TRANSFERS	\$0.00
			BANK SERVICE CHARGES AND FEES	\$179.20
			TOTAL DISTRICT WARRANTS & OTHER DISBURSEMENTS	\$375,990.01

Operations Report for October 2017

Currently – No Stage

Production – October 1,109,898 c.f. / gpm

Foster Lake level -9 feet-

Water and Sewer installations -2-

Leaks -0-

Mainline -0-/Unmetered -0/Metered -0

October Water Loss = 3.90%-- 6.10% Y.T.D.

Production

Drinking water storage- 3.33 MG

14 wells available/ 9 utilized/ 2 Full Time/ 7 Part Time

Wastewater Treatment Plant

October 2017-Average daily flow 95,649 gpd/Average weekend flow 108,901 gpd

October 2016-Average daily flow 86,733 gpd/Average weekend flow 97,400 gpd

Precipitation

October 2017 – 0.08” Y.T.D – 0.83” October 2016 – 0.95” Y.T.D. 2016 – 2.70”

Diversion -0-

STATIC WELL LEVELS

	OCTOBER 2017	OCTOBER 2016	OCTOBER 2015
Foster Lake (Average 3 wells)	8.8' Static	33.2' Static	39.0' Static
Well # 26 (Nature Center)	46.5' Static	105' Static	93' Static
Well # 27 (Nature Center)	41' Static	102.5' Static	91' Static
Well #28 (Rockdale)	120.5' Static	142' Static	159' Static
Downtown Wells* #23 & #24	9' Static 18' Static	236' Pumping 27' Static	15' Static
FV1A	335.5' Pumping	386' Pumping	393' Pumping
FV2	134' Static	311' Pumping	259' Pumping

*Downtown Wells Static level is an average for 2015. October 2016 and 2017 both well levels are included

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

DATE: **11-2-17**

IN DISTRICT STORAGE SUPPLY	<u>193,033</u>	C.F.	
FOSTER LAKE STORAGE SUPPLY	<u>252,676</u>	C.F.	<u>445,709</u>
			TOTAL STORAGE SUPPLY
INCREASE	_____	C.F.	
DECREASE	_____	C.F.	
SUPPLIES TO SYSTEM	<u>1,109,898</u>	C.F.	
I.W.D. FLUSHING	<u>760</u>	C.F.	
FOSTER LAKE LEVEL	<u>9 Ft</u>	MAXIMUM OF 18'	

STATIC GROUND WATER LEVELS:

F.L. AREA	<u>8.8</u>	FEET	Static
F.V. AREA:			
F.V.1A	<u>335.5</u>	FEET	Pumping
F.V.#2	<u>134</u>	FEET	Static, Just shut off
CREEK AREA	<u>23- 9'</u>	FEET	24- 18' Static
WELL #26	<u>46.5</u>	FEET	Static
WELL #27	<u>41</u>	FEET	Static
STORAGE SUPPLIES(MAXIMUM OF 3.702 MILLION GALLONS)	<u>90</u>	%	

MAINLINE LEAK REPAIRS _____

STRAWBERRY CREEK DIVERSION	<u>0</u>	C.F.	<u>0</u>	A.F.
FERN VALLEY 1A WELL	<u>178,730</u>	C.F.	<u>4.1</u>	A.F.
STRATTON WELL #23 DRAW	<u>113,030</u>	C.F.	<u>2.6</u>	A.F.
OAKWOOD WELL DRAW(PRIVATE)			<u>0</u>	A.F.
WELL #26 (COUNTY OF RIVERSIDE)			<u>0</u>	A.F.
WELL #27 (COUNTY OF RIVERSIDE)			<u>0</u>	A.F.

COMMENTS:

	LEVEL	VOLUME
SOUTHRIDGE TANKS (3,509 CF/FOOT)	<u>20.3</u>	<u>71,232 CF</u>
GOLDEN ROD TANK (891 CF/FOOT)	<u>22.9</u>	<u>20,403 CF</u>
WILDWOOD TANK (919 CF/FOOT)	<u>10.4</u>	<u>9,557 CF</u>
ROCKDALE TANK (2,718 CF/FOOT)	<u>24.1</u>	<u>65,503 CF</u>
FOSTER LAKE TANKS (11,698 CF/FOOT)	<u>21.9</u>	<u>252,676 CF</u>
SEWER PLANT USAGE		
DELANO TANK (1,337 CF/FOOT)	<u>19.7</u>	<u>26,338 CF</u>
HYDRANT SALES IN CUBIC FEET		

Idyllwild Water District Well Production Data

Month: October

Year: 2017

Date: 11-2-17

	Well Name	#	Acre Feet	Cubic Feet	PT/FT	Status	GPM
1	Horizontal	1	0			OFF	10
2	Foster Lake	2	14.0	612,980	FT	ON	90.8
3	Foster Lake	4	1.23	53,669	PT	ON	11.9
4	Foster Lake	5				OUT OF SERVICE	No Water
5	Foster Lake	8				OUT OF SERVICE	
6	Foster Lake	9				OUT OF SERVICE	
7	Foster Lake	10	.15	6,612	PT	ON	10
8	Foster Lake	11				OUT OF SERVICE	
9	Foster Lake	12				OFF	
10	Foster Lake	13	2.38	104,010	PT	ON	50.2
11	Foster Lake	15				OFF	
12	Foster Lake	16				OFF	Not Hooked Up
13	Nature Ctr	26				OFF	25.6
14	Nature Ctr	27				OFF	No Water
15	Stratton	23	2.59	113,030	PT	ON	41.8
16	Curtis	24	1.55	67,690	PT	ON	44.9
17	Donahoo	25				OFF	
18	Golden Rod		.68	29,770	PT	ON	17.7
19	Fern Valley	1A	4.1	178,740	PT	ON	
20	Fern Valley	2	5.39	235,158	FT	ON	19.4
21	Rockdale	28				OFF	
22	Dutch Flats	1				OUT OF SERVICE	No Pump
23	Dutch Flats	2				OFF	
24	Dutch Flats	3				OUT OF SERVICE	

Total Cubic Feet: 1,401,659 CF

Cedar Glen 4" Meter 598,540 CF 13.7 AF
1,109,898 CF
Supplies to System

In District Production 511,358 CF 11.7 AF
Wells 13-19

25.4 AF
Total AF

Production Days 35
Minutes 50,400 164.7 GPM

MONTHLY RE-CAP

(General Manager copy)

MONTH OCTOBER YEAR 2017 DATE 11-2-17 INIT JJ

Production days 35

Avg. GPM production 164.7

Total number of sources available 14

Total number of sources used 9 Full Time 2 Part Time 7

Sources used, Well No's. 2, 4, 10, 13, 23, 24, FV1A, FV2, Golden Rod

Total GPM available 250 (\pm) 15 GPM

Total supplies to system 1,109,898 CF 25.4 AF

Hydrant water sales _____ CF

Potable water in storage 3.33 MG (3.7 MG max) 90 %

Foster Lake level 9 Feet

Strawberry Creek diversion draw 0 AF

Fern Valley 1-A pumped to Lake _____ AF

Distribution system flushing including fire dept. use 760 CF

Static water levels:

Foster Lake area 8.8 ft

Fern Valley Area: F.V.1A 335.5 ft pL F.V. #2 134 ft st, Just Shut off

Creek area 23- 9 ft st, 24- 18 ft st

Well #26 46.5 ft st

Well #27 41 ft st

Notes: Well #28- 120.5 ft Static

Memo

To: Board of Directors

From: Interim General Manager

Date: November 15, 2017

Subject: ITEM #2 – Consider Adoption of Ordinance #65 Establishing Revised Rules and Regulations for Sewer Service

Recommendation: That the Idyllwild Water District Board of Directors consider adoption of the attached Ordinance #65 establishing revised Rules and Regulations for Sewer Service and rescinding Resolution #499.

Background: Rules and Regulations for Sewer Service (RRSS) were last revised in 1997. New laws and evolving policies of the Board of Directors have created the need to revise the RRSS. The Board of Directors has had an opportunity to discuss the changes at several Board meetings and workshops all open to the public. The Ordinance must be adopted at a regular meeting of the Board of Directors and only Special Meetings have been held in September and October.

A summary of the significant changes to the 1997 document is as follows:

- An Equivalent Dwelling Unit (EDU) is defined as a single-family home discharging 250 gallons per day of wastewater;
- Plan review and counting of Plumbing Code “fixture units” to establish system demand would only apply to commercial and institutional customers (note that multi-family dwellings are considered commercial);

- The period to pay a bill prior to incurring late charge penalties is reduced to 25 days (from 30 days) to be consistent with Water service charges;
- The DISTRICT may enter into agreements with dischargers with unique waste streams to exceed the amounts specified in Sections **7.2.01** through **7.2.07**, when mitigating circumstances that will not jeopardize the ability of the DISTRICT to meet its Waste Discharge Requirements as established by the RWQCB exist.;
- The District restates the ultimate financial liability of property owners for costs incurred by their tenants;
- Payment of water bills through the District's web portal is added as a payment method;

In addition, a number of other minor changes are proposed to bring the RRSS into conformity with the RRWS and modifications of State Law. The Notice of Summary of Changes is attached for information.

The Notice of Summary of Changes was published in the Town Crier more than 5 days prior to the meeting and the complete text of the RRSS has been posted on the District Website and available for inspection at the District Office for more than 5 days prior to the meeting.

Attachments:

Revised Rules and Regulations for Sewer Service

Ordinance #65

Notices of Summary of Changes

IDYLLWILD IMPROVEMENT DISTRICT NO. 1

RULES AND REGULATIONS

FOR SEWER SERVICE

DATED: November 15, 2017

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SECTION 1.0 GENERAL PROVISIONS

1.1 **SHORT TITLE** - This resolution shall be known as and may be cited as Idyllwild Improvement District No. 1 Rules and Regulations, Sewer Service.

1.2 **ANNEXATION** - The DISTRICT has the authority to annex areas which can be served by the DISTRICT. The terms of annexation shall be determined by the Board of Directors and shall include Capital Facilities Fees as well as all construction costs and/or transfer of facilities.

1.3 **HOLD HARMLESS** - The DISTRICT and its officers, agents and employees shall be held harmless from any liability in enforcing the provisions of these rules and regulations.

1.4 **WORDS AND PHRASES** - For the purpose of this resolution, all words used in the present tense shall include the future; all words in the plural number shall include the singular number; and all words in the singular number shall include the plural number. The Idyllwild Improvement District No. 1 shall herein be known as the "DISTRICT". The Idyllwild Water District's Board of Directors shall herein be known as the "BOARD". The Uniform Plumbing Code shall herein be known as the "CODE".

1.5 **SEWER SYSTEM** - The DISTRICT will furnish a sewage system, treatment plant, and sewage disposal facilities for public and private use, including all parts of the enterprise, all appurtenances to it, and lands, easements, rights to land, contract rights, franchise and other sewage supply, storage, facilities and equipment.

1.6 **SEVERABILITY** - If any paragraph, subparagraph, sentence or clause of these rules and regulation is, for any reason, held to be invalid by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of these rules and regulations.

1.7 **TAMPERING WITH DISTRICT PROPERTY** - No one, except an employee of the DISTRICT or its agents with the permission of the DISTRICT shall, at any time or in any manner, tamper with, or in any way interfere with the operation of the DISTRICT's sewage system.

1.8 **PENALTY FOR VIOLATION** - For the failure of the owner and or customer to comply with all or any part of these rules and regulations, and any other ordinances or resolutions or order fixing rates and charges of the DISTRICT, reference is made to Section 10, Article 10.3.

1.9 **FEES** - The DISTRICT has the authority to charge special fees for work performed by its personnel and agents which are for the direct benefit of a particular customer or to property served by the DISTRICT.

1.10 **SCOPE** - These rules and regulations regulate the use and construction of public sewer facilities, the installation and connection of sewer laterals, and the discharge of wastes into the public sewer systems, and

provide for penalties for the violation thereof.

1.11 **DISTRICT'S RIGHT TO INSPECT PRIVATE PROPERTY** - District employees, when authorized by the General Manager shall have the right to enter upon private property at reasonable hours for the purpose of protecting public health and safety and the DISTRICT'S sewer system and for access to the DISTRICT'S sewer system for purposes of operation and/or maintenance of DISTRICT facilities.

1.12 **GENERAL MANAGER'S AUTHORITY AND RIGHT OF APPEAL** - The General Manager of the DISTRICT is responsible for the implementation of these rules and regulations, and for making all decisions and determinations regarding the application of these rules and regulations. All such decisions and determinations shall be rendered in writing, if feasible, and shall be final; provided, however, the affected person shall have the right to appeal the decision of the General Manager to the BOARD, in writing, which writing must be received by the DISTRICT within 10 business days after the final decision of the General Manager is rendered. A hearing on the appeal shall be set within 30 days thereafter, unless the General Manager, appellant and the Board agree to a later date, and the BOARD'S decision on the appeal shall be final and conclusive for all purposes.

SECTION 2.0 DEFINITIONS

2.1 **APPLICANT** means the person making an application hereunder and shall be the owner of the premises, his authorized agent, or a licensed plumber or contractor approved by the DISTRICT acting on behalf of the owner.

2.2 **BOARD** means the Board of Directors of the Idyllwild Water District and Improvement District No. 1.

2.3 **BUILDING SEWER** means the sewer extending on private property from the internal drainage system of a building and connecting with the lateral sewer.

2.4 **COMBINED SEWER** means a sewer receiving both surface water runoff and sewage. Combined sewers are not permitted in the DISTRICT.

2.5 **CONTRACTOR** means an individual, corporation, partnership, or association duly licensed by the State of California and approved by the DISTRICT to perform the type of sewer work under a permit, contract or agreement.

2.6 **COST** means the cost of labor, material, transportation, supervision, engineering, and all other administrative overhead expenses.

2.7 **COUNTY** means the County of Riverside, State of California.

2.8 **CUSTOMER** means the person or persons using sewer facilities of the DISTRICT.

2.9 **DISTRICT** means Idyllwild Improvement District No. 1 including any and all annexations.

2.10 **DISTRICT ENGINEER** means the Professional Engineer appointed or contracted by the General Manager or BOARD and acting on behalf of the DISTRICT.

2.11 **DWELLING OR LIVING UNIT** means any residence, apartment, habitation, or other structure designed to be occupied by a person, persons or family and

requiring sewage disposal service.

2.12 **EQUIVALENT DWELLING UNITS (EDU)** means the capacity for wastewater discharge from a single family residence established at 250 gallons of wastewater daily.

2.13 **FIXTURE UNIT EQUIVALENTS** means the unit equivalent of plumbing fixtures as indicated in Chapter 4, Table 4-1, of the Uniform Plumbing Code. Sixteen fixture unit equivalents are equal to one EDU. The use of this sub-section shall only apply to commercial and/or institutional customers.

2.14 **GARBAGE** means solid wastes from the preparation, cooking, and dispensing of food, and from the handling, storage and sale of produce.

2.15 **GENERAL MANAGER** means the person appointed by the BOARD as General Manager with the authority to administer the operations of the DISTRICT and with the responsibility of management, enforcement and implementation of all DISTRICT rules and regulations.

2.16 **INSPECTOR** means the person designated by the DISTRICT to perform the work of inspecting sewage facilities.

2.17 **LATERAL CONNECTION** means the actual "Wye" connection on the public sewer main line.

2.18 **OWNER** means the person owning the fee, or the person in whose name the legal title to the property appears, by deed duly recorded in the County Recorder's office, or the person in possession of the property or buildings under claim of, or exercising acts of ownership over same for himself, or as executor, administrator, guardian or trustee of the owner.

2.19 **PERMIT** means any written authorization required pursuant to these rules and regulations or any ordinance or resolution of the DISTRICT or requirements of other governmental agencies.

2.20 **PERSON** means any human being, individual, firm, company, partnership, association and private or public or municipal corporations, the United States of America, the State of California, the County of Riverside, special districts, and all political subdivisions, governmental agencies and mandatories thereof.

2.21 **PREMISES** means lots or parcels of real property under one ownership, except where there are well-defined boundaries or partitions such as fences, hedges or other restrictions preventing the common use of the property by the several tenants, in which case each portion shall be deemed separate premises. Apartment houses and office buildings and structures of like nature may be classified as single premises.

2.22 **PUBLIC SEWER** means a sewer lying within a public or private right of way or easement, which is owned or controlled by or under the jurisdiction of the DISTRICT.

2.23 **RWQCB** means the Santa Ana Regional Water Quality Control Board

2.24 **SEWAGE** means the waste and wastewater discharged from the internal drainage system of a residence, commercial, or institutional building into the building sewer and the public sewer.

2.25 **SEWAGE TREATMENT PLANT** means any arrangement of devices, equipment and processes used for treating sewage.

2.26 **SEWAGE WORKS** means all facilities for collecting, pumping, transmitting, treating and disposing of sewage.

2.27 **SEWER** means a pipe or conduit for transporting sewage.

2.28 **SEWER LATERAL** means that portion of a sewer lying within a public right of way or easement connecting a building sewer to the main sewer.

2.29 **UNITS OF SERVICE** means those classifications established by the BOARD for specific types of property and uses which will provide the basis for sewer service charge determinations. One unit of service is equal to one Equivalent Dwelling Unit (EDU). A single family home is equal to one EDU. Commercial, institutional and industrial customers' units of service will be determined by the number of fixtures connected to the sewer.

2.30 **SUSPENDED SOLIDS** means solids that either float on the surface of, or are in suspension in water, sewage or other liquids and which are removable by filtering.

2.31 **UNIFORM PLUMBING CODE** shall be the "CODE" as published by the International Association of Plumbing and Mechanical Officials and shall be the latest edition published and adopted by the County of Riverside as its plumbing code.

2.32 **WATERCOURSE** means a channel in which flow of water occurs, either continuously or intermittently.

SECTION 3.0 USE OF PUBLIC SEWERS REQUIRED

3.1 **USE OF PUBLIC SEWERS** - The use of public sewers shall be as specified in Chapter 3, General Regulations, of the CODE and the provisions of these rules and regulations.

3.2 **OCCUPANCY PROHIBITED** - No building, industrial facility or other structure shall be occupied until the owner thereof has complied with these rules and regulations or any ordinances or resolutions.

3.3 **SEWER CONNECTION REQUIRED** - Within any area of the DISTRICT where a public sewer system is provided by the DISTRICT and governed by these rules and regulations, the further use of septic tanks, cesspools or other means of private underground sewage disposal is hereby declared to be a public nuisance. Any premises, being a lot or other defined area of real property improved with a dwelling or other building used by persons adjoining any street, right of way or easement in which there has been located a public sewer system provided by the DISTRICT and governed by these rules and regulations, are hereby required, at the expense of the owner or his agent thereof, to be connected to the said public sewer system as follows:

3.3.01 After the failure of a private sewage disposal system within thirty (30) days.

3.3.02 For all other premises, within Two (2) years after the said system is available for use.

3.3.03 All such connections shall be performed in accordance with the requirements of these rules and regulations.

3.4 **WATER SERVICE EFFECT** - The DISTRICT reserves the right to terminate water service to any premises where the owner after written notice to

connect to the DISTRICT'S sewer system in compliance with this section has failed to do so. Written notice of such intended water service termination shall be given to the owner by mail at the address of such owner shown on the DISTRICT'S records at least Forty-Five (45) days prior to said termination. The owner shall be entitled upon written demand to a hearing before the General Manager on the matter of such intended water service termination.

Such hearing shall be conducted during the first Thirty (30) days of the Forty-Five (45) days period upon reasonable advance notice to the General Manager and during the DISTRICT'S regular business hours. The decision of the General Manager shall be final.

Mailed notice may be sent by registered mail.

3.5 **PUBLIC HEALTH AND SAFETY NOT TO BE AFFECTED** - Nothing in these rules and regulations shall be construed to require the DISTRICT to curtail the sewer system to any customer in the district when such service is required by that customer to maintain an adequate level of public health and safety.

SECTION 4.0 USE OF PRIVATE SEWAGE DISPOSAL SYSTEM

4.1 **NO PUBLIC SEWER SYSTEM** - Where a public sewer is not available under the provisions of Section 3.3, the building sewer for each dwelling or other building shall be connected to a private sewage disposal system complying with the provisions of the CODE as administered by the Riverside County Department of Building and Safety.

SECTION 5.0 BUILDING SEWER AND CONNECTIONS TO PUBLIC SEWER SYSTEM

5.1 **GENERAL PROVISION** - The construction of building sewers and connections thereof to the public sewer system shall be governed by the CODE except as herein otherwise specified. The BOARD may adopt additional rules and regulations with respect to making connections to public sewers including, but not limited to, provisions requiring permits, connection and inspection fees, and setting forth procedures for installation, notices, testing and other regulations.

5.2 **PERMIT REQUIRED** - No person shall make a connection to any public sewer system without first obtaining a written permit from the DISTRICT herein referred to as IWD-52 form "Will Serve Letter" and paying all required fees and charges. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the General Manager.

5.3 **OLD BUILDING SEWERS** - Old building sewers may be used in connection with new buildings only when they are found, upon inspection and testing by the DISTRICT, to meet all requirements of these rules and regulations and any ordinances, resolutions or rules adopted hereunder.

5.4 **BUILDING SEWER TOO LOW** - Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sewage carried by such building drain shall be lifted by an approved means at the owner's expense and discharged to the building sewer.

5.5 **CONNECTIONS PROHIBITED** - No person shall make connection of roof

downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sewer. Violation of this rule shall constitute a misdemeanor and shall be enforced to the fullest extent of the law.

5.6 **COMPLIANCE** - The connection of the building sewer into the public sewer or sewer lateral shall conform to the requirements of the DISTRICT, shall be under DISTRICT jurisdiction, and shall be installed by a licensed and insured contractor approved by the DISTRICT. If a sewer lateral is not available to the property, the DISTRICT shall install a lateral and the contractor shall then connect the building sewer to the sewer lateral.

5.7 **OWNER'S RESPONSIBILITY** - The owner shall be solely responsible for all expenses relating to the maintenance and repair or replacement of the building sewer and the sewer lateral including compliance with any applicable regulatory and/or permitting requirements. The DISTRICT may charge a fee for the installation of the lateral connection and may, at its option, require the lateral connection installation be performed by a licensed and insured contractor approved by the DISTRICT and under the direct supervision of DISTRICT personnel.

5.8 **BACKWATER VALVE REQUIRED** - The DISTRICT may require the installation of an approved backwater valve as specified in the CODE or as deemed necessary by the DISTRICT to protect the owner's property as well as the property of other owners.

5.9 **INSTALLATION COSTS** - All costs and expenses incident to the installation and connection of the building sewer to the public sewer shall be borne by the owner. The owner shall reimburse the DISTRICT for all expenses it incurred by the installation of the building sewer.

5.10 **INSPECTION AND TESTING** - The applicant for the building sewer permit shall notify the DISTRICT when the building sewer is ready for inspection and connection to the public sewer. The connection of the building sewer to the public sewer system shall be made under the direct supervision of the DISTRICT and shall be inspected by the DISTRICT and if found to be in accordance with these rules and regulations and any other ordinance or CODE, the DISTRICT shall affix an approved tag to the connection. The building sewer shall also be inspected by the Department of Building and Safety of the County of Riverside, but not before the approval tag of the DISTRICT has been affixed.

5.11 **PUBLIC HEALTH AND SAFETY NOT TO BE AFFECTED** - All excavations for building sewer installations shall be adequately guarded with barricades and warning lights to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner approved by the DISTRICT.

SECTION 6.0 PUBLIC SEWER CONSTRUCTION

6.1 **APPROVAL REQUIRED** - No person shall construct or extend any public sewer without first obtaining written approval from the DISTRICT and paying any and all fees so designed by the DISTRICT. This provision does not apply to contractors constructing sewers and appurtenances under contracts entered into with the DISTRICT. Design and construction of public sewer systems shall be in accordance with applicable design criteria and the Standard Plans and Specifications for Public Works Construction, latest edition.

6.2 **BONDING OF IMPROVEMENTS** - A "Faithful Performance Bond", when required, shall be furnished by the owner to the DISTRICT. The bond shall be for not less than One Hundred Ten percent (110%) of the estimated construction cost as approved by the General Manager and DISTRICT Engineer and shall guarantee the completion of construction of the sewage facilities proposed. The bond shall be accompanied by an agreement between the owner and the DISTRICT executed the same date as the bond.

6.2.01 A performance bond will be required when the owner or developer has requested a letter to be sent to the State Real Estate Commission for issuance of a final Real Estate Report and/or when future improvements to the public sewer system will be dependent on completion of portions of the system for which the construction permit application has been made.

6.2.02 The bond and any agreement forms shall be in the format as approved by the DISTRICT.

6.3 **LIABILITY** - The DISTRICT and its officers, agents and employees shall not be answerable for any liability or injury or death to any person, or damage to any property arising during, or growing out of the performance of any work or construction by any applicant, contractor or owner. The applicant shall hold the DISTRICT and its officers, agents and employees harmless from any liability imposed by law upon the DISTRICT or its officers, agents and employees, including all costs, expenses, fees and interest incurred in defending same or in seeking to enforce this provision.

6.4 **SUBDIVISIONS** - The owner or developer of a subdivision or tract in the DISTRICT, or his engineer, shall contact the DISTRICT to determine whether or not sewer service is feasible. The owner shall furnish tentative tract maps showing lot sizes, street layouts, elevations based on USGS datum, points of connection to the DISTRICT'S sewers, possible pump stations and flow data based upon design criteria acceptable to the DISTRICT. The General Manager shall review the tract map and determine whether sewer service is feasible and whether any oversizing will be required to facilitate extension of the DISTRICT'S sewer system.

6.5 **MAIN EXTENSIONS OTHER THAN SUBDIVISIONS** - Main extensions to serve one or more parcels of land may be made by the owner of the land. The owner or his engineer shall follow the procedure specified for subdivisions in Section 6.4 above. In lieu of that procedure, the owner may request the DISTRICT to make the necessary investigation, prepare plans and have the work constructed. The owner shall place in deposit with the DISTRICT monies for all necessary and reasonable costs incurred for the investigation, plan preparation and construction prior to the DISTRICT commencing any work on the owner's behalf.

6.6 **MAIN SERVICE CHARGE** - When persons owning land to which sewer mains are adjacent in streets or rights-of-way, and which mains have been installed for service as a main extension, make an application for sewer service to a lot, parcel, tract, or subdivision, they shall reimburse the DISTRICT for their proportionate share of the cost of said main. Such proportionate share of said costs shall be based on the equivalent dwelling unit (EDU) basis for the property benefited, as set forth in the application and as determined by the DISTRICT.

6.7 **PAYMENT OF COST OF OVERSIZED MAINS** - In the event the DISTRICT elects to install oversized mains to supply any new subdivision with sewer service, the owner or owners of the proposed subdivision shall not be required to pay more than the cost of mains which, in the opinion of the DISTRICT, are

adequate to supply such subdivision with sewer service. The DISTRICT shall pay the incremental cost of pipe oversizing, but no other adjustment of the cost of installation shall be made.

6.8 **REFUNDS** - When sewer main extensions are made and paid for by an applicant and the main extension may benefit another property owner or owners in the future, the applicant may enter into a refund agreement with the DISTRICT. The refund agreement shall provide for a refund payment from main connection charges collected by the DISTRICT for service connections to the main paid by a new applicant. Such refunds shall be computed on the basis of actual cost to the person making the original main extension. The proportionate share of the refund shall be based on the EDU's of the benefited property as determined by the DISTRICT. All refund agreements shall remain in force for ten years from the date thereof.

6.9 **PLANS AND SPECIFICATIONS** - The owner or his engineer or other person proposing the construction of public sewers within the DISTRICT shall prepare plans and specifications for construction of the sewers in accordance with design criteria and standards acceptable to the DISTRICT. Plans and specifications along with a tract map indicating sewer easements, and water system plans shall be submitted to the General Manager for approval. Such submittal shall not relieve the owner or other person constructing public sewer facilities from compliance with requirements of other Federal, State or local agencies.

6.10 **PLAN CHECK** - The General Manager shall review the sewer plans for compliance with the DISTRICT'S rules and regulations and approve such plans only after receiving BOARD approval, after the owner has paid the required plan check fee as described in Section 13.3, and determining that proposed construction is in conformance with the DISTRICT'S master sewage plans.

6.11 **CONSTRUCTION** - The owner or other person shall construct the public sewer facilities in accordance with the approved plans and specifications and construction methods required by the DISTRICT. The owner or other person responsible for construction shall notify the DISTRICT Five (5) working days in advance of the commencement of any construction activity. Construction of public sewers or sewer laterals shall only be performed by a licensed contractor authorized by the DISTRICT.

6.12 **INSPECTIONS** - All public sewer construction work shall be inspected by the DISTRICT to insure compliance with all requirements of the DISTRICT. No sewer, lateral, connection or appurtenance shall be covered or backfilled at any point until it has been inspected and accepted by the DISTRICT. No work shall commence until the required inspection fee has been paid.

6.13 **SERVICES REFUSED** - The DISTRICT may refuse sewer service for noncompliance with these rules and regulations, for noncompliance with the DISTRICT'S construction requirements or for nonpayment of any fees and charges due the DISTRICT.

6.14 **ACCEPTANCE OF FACILITIES** - Before the DISTRICT shall accept sewers and appurtenances into its maintained system, the owner or his engineer, or the person constructing same shall furnish to the DISTRICT the following items.

6.14.01 Recorded "Notice of Completion" evidencing that the sewer construction work has been completed and paid for in accordance with the approved plans and specifications.

6.14.02 One set of reproducible as-built plans, plus one set of prints, showing the exact locations, depths and descriptions of all facilities.

6.14.03 Original recorded easement documents for sewers not on public property, or not within a tract boundary.

6.14.04 Original recorded grant deed or other conveyance document acceptable to the DISTRICT transferring title of the sewer facilities to the DISTRICT.

6.14.05 Letter from the General Manager certifying that the facilities were installed according to the plans and specifications.

6.14.06 The operating and maintenance manuals on pump stations and mechanical equipment.

6.14.07 A surety bond from a recognized surety company guarantying for a period of one year after acceptance of facilities that the owner will correct any defects or failures resulting from defective materials, workmanship or equipment in the work accepted. The amount of such surety bond shall be Ten percent (10%) of the cost of the work accepted or Twenty-Five Thousand Dollars (\$25,000.00), whichever is the greater.

6.15 **EASEMENTS** - The following procedure shall be used in the preparation, review and processing of any easements and easement documents:

6.15.01 The developer or owner shall prepare easement documents with description for all sewer mains which do not lie within public roads, are outside of recorded tracts, or on private property. The easements shall be delineated on the plans and the recording data shall be shown on the as-built plans. All DISTRICT sewer easements shall be not less than Twelve Feet (12) in width but may be required to be wider if the depth of the sewer is greater than eight (8) feet below the ground surface or if the slope of the ground surface is greater than fifteen percent (15%).

6.15.02 The General Manager shall review easement documents with descriptions as part of plan review. The developer or owner shall then execute, notarize and submit completed documents to the DISTRICT for recording. Such documents shall be in a form acceptable to the DISTRICT.

6.16 **SEWER FACILITIES CONNECTION FEE** - Connection Fees are established to achieve an equitable method of payment for the construction of sewer facilities required to accommodate new development and to prevent potential overload or failure of the existing sewer system.

6.16.01 The connection fee will be used to build and improve sewer facilities identified in the long range plans of the DISTRICT. The need for the connection fee is related to new residential and commercial development because such new development will cause higher wastewater flow usage in the DISTRICT'S area thus creating an increased demand which can only be accommodated with the addition of reliable sewer facilities.

6.16.02 The amount of the connection fee is established to recover the cost of the sewer facilities needed to provide service to the developments on which the fee is imposed. The fee is calculated based upon the cost of the existing facilities, the cost of replacement of existing facilities and the cost of new facilities required to meet future demands. The estimated total cost of the sewer facilities necessary to accommodate new development in the DISTRICT area is based on existing capacity and projected flow rates. This method constitutes a reasonable allocation of the cost to provide the necessary sewer improvements among the customer categories.

6.16.03 Prior to implementation, an account will be established for the fee

specified herein, and the funds from that account will be appropriated for the identified sewer facilities.

6.16.04 The sewer system identified, is consistent with the Idyllwild Master Plan for sewer services.

6.16.05 [Omitted]

6.16.06 The sewer facilities connection fee shall be paid for each new connection within the boundaries of Improvement District No. 1. The sewer facilities connection fee shall be paid in an increased amount for each new connection outside the boundaries of Improvement District No. 1. In addition to the sewer facilities connection fee, an inspection fee must be paid by the owner or developer. Connection fees and inspection fee amount shall be as shown in the DISTRICT'S current Schedule of Rates, Fees and Charges, adopted by the Board from time to time.

6.16.07 Where sewer service is to be provided to new structures on a parcel where sewer service is already available, the DISTRICT may, at its sole discretion, require payment of a sewer facility connection fee in the amount indicated in Section 6.16.06. If a new connection to the DISTRICT'S sewer is not required, the inspection fee will be waived.

6.16.08 The DISTRICT may at its sole discretion accept facilities in lieu of the facilities connection fee. For purposes of this section, "Facilities" means public sewer facilities infrastructure required, or anticipated to be required, to properly support development within the Idyllwild area and does not include any facility, structure or improvement to be constructed or installed on private property.

6.16.09 The value of the facilities to be credited toward the connection fees shall be documented and shall be the reasonable cost of constructing the facilities. The credit allowed shall not include the incidental costs of financing or legal costs. Acceptance by the DISTRICT of facilities in lieu of connection fees shall be effectuated only pursuant to a written agreement entered into between the DISTRICT and the owner or developer in advance of acceptance and/or construction of the facilities.

6.16.10 In the event the allowable value of the facilities to be accepted exceeds the connection fee due from the owner or developer, the connection fee may be waived. Credit for the allowable value of facilities to be accepted by the DISTRICT in lieu of connection fees may not be carried over to other projects by the owner or developer except by specific written agreement as approved by the Board of Directors and entered into in advance of acceptance and/or construction of such facilities. Any such agreement shall specify the particular property to which the credit will apply.

6.16.11 Any excess allowable value over connection fees, whether or not future credit is allowed for, may not be sold, assigned or otherwise conveyed.

6.16.12 Future credit for allowable value in excess of connection fees then due is not reimbursable to the owner or developer except as credit toward connection fees due the DISTRICT. Such credit will be automatically cancelled and extinguished unless used within five years of the date upon which the DISTRICT has approved the credit.

SECTION 7.0 USE OF PUBLIC SEWER SYSTEM

7.1 **TYPES OF WASTE PROHIBITED** - No person shall discharge or cause to be discharged any of the waters or wastes described in this section and/or Appendix II into any public sewer.

7.2 **INDUSTRIAL WASTE** - Any person desiring to discharge industrial wastewater into a public sewer of the DISTRICT shall be required to submit a letter to the General Manager presenting information as to the kind and amount of industrial wastewater produced and to be discharged by the industrial operations. No industrial wastewater shall be permitted to be discharged in the public sewer which will cause the DISTRICT effluent discharge from the sewage treatment facilities to exceed the concentration limits set by the Regional Water Quality Control Board having jurisdiction in accordance with the latest discharge requirements. No industrial wastewater shall be permitted to be discharged in the public sewer system that exceeds chemical, physical and/or bacteriological requirements including, but not limited to:

7.2.01 Methylene Blue Active Substance of 1.0 mg/l.

7.2.02 Dissolved sulfides concentration of 0.1 mg/l.

7.2.03 Five-day Biochemical Oxygen Demand of 700 mg/l.

7.2.04 - Total suspended solids of 30 mg/l.

7.2.05 Total dissolved solids of 600 mg/l.

7.2.06 Sodium-ion of 100 mg/l.

7.2.07 Chloride-ion of 100 mg/l.

7.2.08 The DISTRICT may enter into agreements with specific dischargers with unique waste streams to exceed the amounts specified in Sections 7.2.01 through 7.2.07, inclusive, when mitigating circumstances that will not jeopardize the ability of the DISTRICT to meet its Waste Discharge Requirements as established by the RWQCB exist.

7.3 **CONTROL OF PROHIBITED WASTES** - If any waters or wastes are discharged, or are proposed to be discharged into public sewers, which waters contain the substances or possess the characteristics enumerated in any of these rules and regulations, and which in the judgment of the General Manager or other governing agency may have a deleterious effect upon the sewage works, processes, equipment or receiving waters, or which otherwise create a hazard to public health and safety or constitute a public nuisance, the DISTRICT may at its sole discretion:

7.3.01 Require pretreatment to an acceptable condition for, and as a condition to discharge to the public sewers.

7.3.02 Require control over the quantities and rates of discharge.

7.3.03 Require the owner to install, maintain and use grease traps and sand interceptors and separators as specified in the CODE or as deemed necessary to the DISTRICT.

7.3.04 Require payment to cover the added cost of handling and treating of the wastes not covered by existing sewer charges.

7.3.05 If the pretreatment or equalization of waste flows is required, the design and installation of the facilities and equipment shall be subject to

the review and approval of the DISTRICT and subject to the requirements of all applicable codes, ordinances, laws, rules and regulations.

7.4 INTERCEPTORS - All non-domestic users shall be required to install and maintain a grease, oil and/or sand interceptor when the General Manager finds that it is necessary for the proper handling of (a) liquid waste containing grease, (b) flammable wastes, (c) sand, or (d) other harmful constituents which may be properly eliminated from the collection system by use of an interceptor. An interceptor is not required for a building used solely for residential purposes except where common food preparation occurs.

An interceptor shall be required when the wastewater flow from the building is anticipated to contain grease, flammable substances, sand or other harmful ingredients in amounts or concentrations which, in the discretion of the DISTRICT, present the possibility of causing or contributing to the fouling of, blockage of, or other damage to the DISTRICT collection and treatment systems.

7.4.01 The DISTRICT may require any non-domestic user to install or increase the size of an interceptor according to the guidelines set forth in the "CODE" or other program prior to connection to the DISTRICT or at any time after connection to the DISTRICT if the DISTRICT discovers or determines subsequent to the connection that the building, facility, or operation of the user produces a waste with characteristics that would require installation of an interceptor pursuant to these rules and regulations.

7.4.02 The installation of a proper interceptor shall be the responsibility of parcel owner and the entity which applies for the connection, and owner/proprietor of the business or entity whose operations cause or contribute to the necessity for an interceptor.

7.4.03 The DISTRICT shall determine whether a grease interceptor or other interceptor is required on a case-by-case basis based on an evaluation of objective criteria including but not limited to factors such as those listed hereunder:

1. The type of facility (a restaurant, bakery, car wash, gas station, lube facility, etc.)
2. The volume of the user's business or operation (such as number of meals served, number of seats, hours of operation)
3. The peak flow of process wastewater discharged to the collection system
4. Size and nature of facilities (including kitchen facilities) based on size, type, number of fixtures, and type of processing or cooking equipment used
5. The type of foods or other materials used in the cooking, processing or manufacturing operations carried on within the user's facility
6. The overall potential for grease-laden, flammable or sand-laden discharges
7. The existence of devices, procedures or processes which are designed to minimize the amount of grease, sand, oil or other flammable liquids from entering the collection system

7.4.04 The design, location and procedures for operation and maintenance of a required interceptor shall be approved by the DISTRICT. Such approval shall be obtained prior to the user's connection of the facility to the

DISTRICT'S collection system, in the event of new construction or remodeling.

Where interceptors are located in driveway or parking areas, interceptors shall be constructed of concrete. In other locations, concrete or fiberglass construction is acceptable.

7.4.05 In circumstances where a user has already connected and the DISTRICT determines that an interceptor must be installed, the user shall promptly provide for the installation of the interceptor within a reasonable time frame (as may be set by the DISTRICT), including providing design plans and operational plans for DISTRICT approval prior to interceptor installation. The installation of an interceptor as required by these rules and regulations on an existing user facility shall occur within reasonable time not to exceed ninety (90) days after the user has been provided notice of the requirement that an interceptor be installed. This ninety (90) day limit may only be extended by written agreement of the DISTRICT.

7.4.06 Any user who is required by the DISTRICT and/or these rules and regulations to install and/or operate an interceptor shall be required to adequately maintain the interceptor so that such device is in proper working order at all times.

7.4.07 Grease and oil interceptors shall be cleaned by a licensed and permitted waste hauler on a periodic basis to assure that the interceptor will operate as designed at all times.

7.4.08 The use of additives to emulsify grease is specifically prohibited.

7.4.09 Any users who are required to install or have in operation an interceptor pursuant to these rules and regulations shall at all times make available to the DISTRICT all records of maintenance and cleaning of the interceptor. The users shall also provide access for DISTRICT personnel for inspection of the interceptor at any reasonable time. Users shall provide access to manhole or cleanout openings at or above ground level.

7.5 **MAINTENANCE OF PRETREATMENT OR FLOW EQUALIZATION SYSTEM** - Where preliminary treatment or flow equalizing facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at his expense. Facilities shall be made available to DISTRICT personnel for inspection at any reasonable time.

7.6 **TESTS AND MEASUREMENTS** - All measurements, test and analyses of the characteristics of waters and wastes to which reference is made in these rules and regulations shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater" published by the American Public Health Association.

7.7 **SWIMMING POOLS** - It shall be unlawful for any person to discharge the contents of a swimming pool into a sanitary sewer.

7.8 **HYDROLYSATE** - It shall be unlawful for any person to dispose of hydrolysate into the sewer collection system.

**SECTION 8.0 APPLICATION FOR INITIAL CONNECTION TO SEWER
SYSTEM AND REQUEST FOR SEWER SERVICE**

8.1 **APPLICATION FOR SEWER SERVICE** - A property owner or his agent shall make application for sewer service on the DISTRICT'S form AP-IWD-5 "Connection

Permit and Application for Sewer Service".

8.2 **APPLICATION BY NON-OWNER** - A person who is not the property owner or his agent may make application for sewer service on the DISTRICT'S form IWD-1 "Application for Tenant Service". The form shall be completely filled out and shall be accompanied by an application fee as specified in the DISTRICT'S current Schedule of Rates, Fees and Charges, Appendix I and signed by the owner/agent of the property and the tenant to be served. Upon acceptance of the application by the DISTRICT, the tenant shall be obligated to comply with all of rules and regulations governing the provision of sewer service of the DISTRICT, including the payment of all rates, fees and charges for such service, however, it is the DISTRICT'S requirement that the property owner(s)/agent shall assume all financial responsibility for the payment of the tenant's sewer service fees, rates and charges.

8.3 **PAYMENT FOR PREVIOUS SERVICE** - No application for regular sewer service will be accepted until all other accounts in the name of the applicant or the applicant's tenants have been paid in full.

8.4 **APPLICATION FOR CONNECTION TO SEWER SYSTEM** - Concurrent with application for sewer service, a property owner or his agent may make application for connection to the public sewer system. The applicant shall give a description of the character of the work proposed, the location, ownership, occupancy and use of the premises to be served, and the name and address of the person who will make the connection.

The DISTRICT may require plans, specifications or drawings and such other information deemed necessary. A permit will be issued upon the acceptance by the General Manager and when all fees and charges have been paid.

8.5 **COMPLIANCE WITH PERMIT** - After approval of the application and issuance of a permit, no change shall be made in the location of the sewer, the grade, materials or other specifications from those described in the permit, or as shown on the plan and specifications for which the permit was issued, except upon written permission from the General Manager.

8.6 **AGREEMENT** - The applicant's signature on an application for any permit shall constitute an agreement to comply with all rules and regulations of the DISTRICT, in accordance with the plans and specifications he has filed with his application, together with such corrections or modifications as may be made, permitted or approved by the DISTRICT. Such agreement shall be binding upon the applicant and may be altered only by the DISTRICT upon the written request of the applicant.

8.7 **INSPECTION** - All sewer systems constructed must be inspected by the DISTRICT to insure compliance with all requirements of the DISTRICT. Twenty-Four (24) hours' notice shall be given by the applicant to the DISTRICT prior to a requested inspection date. The DISTRICT shall complete form IWD-51 "Inspection Order" upon acceptance of sewer connections work.

8.8 **SIZE AND LOCATION** - The DISTRICT reserves the right to determine the size of sewer laterals and their location with respect to the boundaries of the premises to be served. The laying of the owner's building sewer to the point of connection shall not be done until the location of the sewer lateral has been determined and approved by the General Manager.

8.9 **DIVISION OF PROPERTY** - It shall be unlawful to maintain a connection to the public sewer system except in conformity with the CODE. When property provided with a sewer connection is divided, each sewer connection shall be considered as belonging to the lot or parcel of land which it directly

enters. Sewer service shall not be provided to adjacent parcels through a single lateral.

8.10 **CONDEMNED WORK** - When any work has been inspected and condemned or failed inspection, and no certification of satisfactory completion has been given, a written notice to that effect shall be given to the owner or the agent of the premises to repair the sewer or other work authorized by the permit.

8.11 **LIABILITY FOR COSTS** - Both the owner and the person making the connection shall be liable to the DISTRICT for all fees, costs and expenses incident to the installation and connection of any sewer or other work for which a permit shall be issued. The owner shall indemnify the DISTRICT from any loss or damage that may directly or indirectly be occasioned by the work.

8.12 **OUTSIDE DISTRICT SERVICE** - Permission shall not be granted to connect any lot or parcel of land located outside the DISTRICT to any public sewer except by prior agreement. The applicant shall enter into a written agreement binding himself, his heirs, successors and assigns to abide by all DISTRICT rules and regulations regarding the manner in which the sewer shall be used, the manner of connection, plumbing, and drainage and shall agree to pay all fees and charges required for securing the permit along with the monthly sewer service charge in the amount set by the DISTRICT for the privilege of using the public sewer system.

8.13 **UNDERTAKING OF APPLICANT** - Each application will state the owner's agreement and intention to comply with this and all other ordinances, rules, regulations, practices or laws relating to regular sewer service and to make payment for sewer service received on the terms and conditions established by the DISTRICT.

SECTION 9.0 NOTICES

9.1 **NOTICES** - Notices to property owners and/or customers will normally be given in writing and either delivered or mailed to the most current address maintained in the DISTRICT'S books and records. It is the owner's or customer's responsibility to inform the DISTRICT, in writing, of any change in address.

SECTION 10.0 DISCONTINUANCE OF SERVICE

10.1 **TERMINATION OF SEWER SERVICE FOR NON-PAYMENT** - All sewer service applicants and customers of the DISTRICT are made aware that the DISTRICT will initiate action to terminate sewer service for non-payment of DISTRICT sewer rates, fees and charges.

10.2 **SEWER BILLINGS** - The fee owner of property served by the DISTRICT is solely and ultimately responsible for the payment of all sewer bills for sewer service rendered to the owner's property. There is no exception to this policy. Thus, the fee owner is fully responsible for the payment of sewer bills incurred by tenants and other occupiers of the owner's property who use sewer service supplied by the DISTRICT. Failure to receive a bill does not relieve the owner of liability.

Any amount due shall be deemed a debt to the DISTRICT, and any person, firm or corporation failing, neglecting or refusing to pay the indebtedness shall be liable in any action in the name of the DISTRICT in any court of

competent jurisdiction for the amount of the indebtedness.

10.3 **SERVICE REFUSED OR DISCONTINUED** - Sewer service may be refused or discontinued to any premise for the following reasons:

10.3.01 Where apparatus or appliances are in use which might endanger or disturb the service to other customers.

10.3.02 For non-compliance with these rules and regulations or any other resolution, ordinance or law relating to sewer service.

10.3.03 To protect DISTRICT facilities.

10.3.04 In addition to discontinuation of sewer service, violation of DISTRICT rules, regulations, resolutions, ordinances or laws may be a misdemeanor punishable by law.

10.4 **ABANDONMENT OR DEMOLITION OF PREMISE** - Consumers desiring to discontinue service shall so notify the DISTRICT Two (2) days prior to removal of all plumbing fixtures from dwelling, demolition of the dwelling and/or any condemnation of the dwelling by appropriate authority. All plumbing or drain openings shall be sealed to the satisfaction of the DISTRICT upon abandonment or demolition of the structure(s).

11.0 SEWER SERVICE BILLING PROCEDURES

11.1 GENERAL INFORMATION

- a. The monthly charge to be collected by the DISTRICT for sewer services shall be in an amount determined from time to time by the DISTRICT, in conformance with any legally prescribed procedures or processes.
- b. Sewer service billings are due and payable upon presentation and are considered delinquent if not paid on the specified due date on the monthly billing form.
- c. The billing period is normally on a monthly basis; however, the DISTRICT reserves the right to change the billing period.
- d. Billings for sewer service will be made by the DISTRICT on the same bill for water service (consolidated bill). Partial payments of the total consolidated bill shall not be accepted as complete payments and both water and sewer service are subject to termination without payment of the total consolidated bill.
- e. Sewer billings may be paid by mail addressed to the Idyllwild Water District, Post Office Box 397, Idyllwild, CA 92549, provided that they are received by the DISTRICT before the due date as specified on the monthly billing form. Bills may be paid in person at the office of the DISTRICT located at 25945 Highway 243, Idyllwild, CA 92549. Bills may also be paid on-line using the bill payment portal on the DISTRICT'S website.

11.2 **DELINQUENT RATES, FEES AND CHARGES** - Even though the property is, or was, occupied by a tenant or other occupant, the property owner is responsible for unpaid rates, fees and charges, and all unpaid bills may be made a lien against the property pursuant to these rules and regulations and the California Water Code, Sections 31701.5 et seq.

11.3 **SEWER SERVICE BILLING TO TENANTS** - Property owners who require tenants to pay sewer bills may, upon execution of the DISTRICT'S standard form IWD-1 "APPLICATION FOR TENANT SERVICE", have the tenant billed for sewer service; provided, however, that such a procedure shall not relieve the property owner of the responsibility to pay delinquent billings. If the property owner desires that a duplicate copy of the billings be mailed to the tenant and to the owner, an Owner/Landlord Notification Fee shall be levied and collected annually in advance as part of each billing in the amount specified in the DISTRICT'S current Schedule of Rates, Fees and Charges.

SECTION 12.0 COLLECTION BY SUIT

12.1 **DELINQUENT ACCOUNT SERVICE CHARGE** - Accounts not paid on or before the specified due date in which they become delinquent may be subject to a penalty charge in addition to any other charges set forth in these rules and regulations. The amount of the charge will be established from time-to-time by action of the DISTRICT'S Board of Directors.

12.2 **COLLECTION OF UNPAID BILLINGS** - Whether or not sewer service is terminated, the DISTRICT reserves the right to initiate legal proceedings to collect unpaid sewer bills. As the prevailing party in any such litigation, the DISTRICT shall be entitled to recover interest on the award as well as reasonable attorney's fees and court costs.

In the event the DISTRICT'S court judgment remains unpaid, the DISTRICT shall arrange to have monies due and owed to it made a lien against the subject property pursuant to California Water Code Sections 31701.5 et seq., and if service has been previously terminated, no resumption of service shall be made until all unpaid bills have been paid in full, including connection fee and security deposit in the amounts specified in the DISTRICT'S current Schedule of Rates, Fees and Charges.

SECTION 13.0 PERMITS AND FEES

13.1 **GENERAL PROVISION** - Sewer system facilities, used for whatever purpose, shall be designed in accordance with acceptable criteria for design, standard specifications and standard drawings. Design criteria and standards shall be approved by the General Manager in advance of design. The applicant shall be required to provide "as built" drawings of all such installations.

13.2 **PLAN CHECK AND INSPECTION** - Applicants for sewage facilities to be designed and constructed by any person or firm other than the DISTRICT, where the facilities are to be conveyed to the DISTRICT, shall submit construction drawings and all other required documents to the DISTRICT for plan check and inspection with any required plan checking and inspection fee in the amount specified in the DISTRICT'S current Schedule of Rates, Fees and charges. The application for plan check and inspection shall be made on the standard form furnished by the DISTRICT.

13.3 **PLAN CHECK FEE** - Within Five (5) business days after submittal of the applicant's plans and specifications, the DISTRICT shall notify the applicant of the estimated cost of reviewing them, which cost shall be paid in advance by the applicant to the DISTRICT. As used herein, the "estimated cost" shall mean the estimated actual cost of reviewing the plans and

specifications, plus an administrative fee of 20% of the estimated actual cost. Upon receipt of the estimated amount, the DISTRICT shall commence its review of the plans and specifications. At the conclusion of its review, the DISTRICT shall prepare an invoice to be delivered to the applicant reflecting the total Plan Check Fee to be paid by the applicant. As used herein, "Plan Check Fee" shall mean the total actual costs incurred by the DISTRICT in reviewing the plans and specifications, plus 20% thereof. Upon payment of the Plan Check Fee, the applicant's plans and specifications will be released to the applicant. In the event the estimated fee deposited in advance is greater than the actual fee, the applicant shall receive a refund of the excess. In the event corrections are required and plans and specifications are resubmitted to the DISTRICT, additional costs expected to be incurred by the DISTRICT shall be estimated and paid (or refunded) as provided for above.

13.4 **SERVICE AVAILABILITY LETTER** - A sewer service availability letter will be furnished to applicants upon request and payment of the established fee. Said letter will state that applicants parcel in within DISTRICT boundaries and sewer service will be provided subject to terms and conditions contained therein.

13.5 **CONSTRUCTION PERMITS** - Prior to the commencement of construction of sewer facilities for which plans have been approved by the DISTRICT, the applicant shall apply for and obtain a construction permit, accompanied by a fee on the amount specified in the DISTRICT'S current Schedule of Rates, Fees and Charges. Application for a DISTRICT permit does not relieve the applicant from the responsibility to secure permits from Riverside County, Caltrans or other agencies having jurisdiction.

13.6 **CONSTRUCTION INSPECTION** - All construction activities concerning the sewer facilities to be conveyed to the DISTRICT shall be continuously inspected by the DISTRICT or its representative. The fee for inspection services shall be the amount specified in the DISTRICT'S current Schedule of Rates, Fees and Charges, and shall be paid in advance.

13.7 **CONSTRUCTION AND MAINTENANCE BONDS** - All construction shall be secured by DISTRICT approved bonds or DISTRICT approved irrevocable letters of credit for One Hundred Ten percent (110%) of the DISTRICT'S estimate of the cost of a project. All completed construction shall be secured by DISTRICT approved maintenance bonds or DISTRICT approved irrevocable letters of credit for One Hundred Ten percent (110%) of actual construction costs (as verified by the DISTRICT prior to acceptance of the project by the DISTRICT). Maintenance bonds shall be effective for a minimum of Twelve (12) months following the DISTRICT'S date of acceptance of the project.

13.8 **SPECIAL STUDY FEE** - If a special study is necessary, it shall be performed on a cost basis. A fee shall be deposited with the DISTRICT based on the estimated cost prior to the DISTRICT beginning the special study. Upon completion of the special study, the fee will be adjusted based upon the actual cost of the study.

13.9 **CHANGE OF OWNERSHIP FEE** - A fee will be charged to new owners/lessees of a property within the DISTRICT upon transfer of ownership. Amount is specified in the DISTRICT'S current Schedule of Rates, Fees and Charges. This fee may be waived in the event of death of current owner when ownership will be legally granted to a surviving family member or trustee. It is the current owner's responsibility to ensure that the DISTRICT be informed of any change of ownership.

Monthly service fees will be prorated to the new owner the day escrow closes

or the day of ownership transfer.

SECTION 14.0 CONDITIONS FOR SERVICE

14.1 TERMS AND CONDITIONS FOR PROVIDING SEWER SERVICE - For all retail, domestic, commercial and institutional customers, the following terms and conditions shall be applicable:

14.1.01 All conditions of service set forth in the DISTRICT'S Application for Sewer Service (Standard Form AP-IWD-5) - becomes a service agreement when signed by the applicant/customer for domestic or commercial service.

14.2 ALL APPLICANTS/CUSTOMERS:

- a. Will be able to establish and maintain a satisfactory credit rating with the DISTRICT by continuing to pay monthly DISTRICT bills for sewer service without more than one (1) delinquency, involving Forty-Five (45) days or less, in any Twelve (12) month period; and;
- b. Failing to maintain a satisfactory credit rating as provided for in Section 14.2 (a) above, by being delinquent in payment of monthly billings for service Two(2) or more times during any Twelve (12) month period or by having a single delinquency for a period of more than Forty-Five(45) days, may result in the involved customer being required to pay an applicable delinquent charge(in addition to paying the then unpaid balance which is then due and payable).

14.3 NOTICE OF TERMINATION - In the event a sewer service account is delinquent, the DISTRICT shall first give notice of such delinquency and impending termination of water service at least Fifteen (15) days (including week-ends) prior to the proposed termination, by means of a notice mailed and may use a door hanger form (AP-IWD-13) to the customer to whom the service is billed. Such notice shall not be sent or door hanged earlier than Nineteen (19) days from the date of mailing the DISTRICT'S bill for services. Mailed notice may be sent by registered mail.

14.3.01 Each time a customer is delinquent two (2) times or more during a Twelve (12) month period or has a single delinquency for a period of more than Forty-Five (45) days, the involved customer may be required to pay a delinquency fee as specified in the DISTRICT'S current Schedule of Rates, Fees and Charges.

14.3.02 Continuation of a delinquency beyond 45 days will result in termination of water service.

14.3.03 At least forty-eight (48) hours prior to termination of service, the DISTRICT shall make a reasonable, good faith effort to contact a responsible person residing at the premises or owner of the property by telephone or in person.

14.3.04 A security deposit may be required of all customers of the DISTRICT who do not meet the criteria of credit worthiness set by the Board of Directors of the DISTRICT, and of all customers who have made application to the DISTRICT for restoration of service terminated as a result of non-payment. This deposit shall be paid at the time of application for service or re-connection unless other payment arrangements have been approved in

writing by the General Manager.

14.3.05 The required deposit is calculated by adding six monthly charge bills, at the current rate, at the service address of the applicant. The applicant shall have the right to pay the deposit amount under protest and appeal the amount of the required security deposit to the Board of Directors of the DISTRICT. Any such appeal must be made in writing within three (3) business days of notification of the requirement of the deposit.

14.3.06 The Deposit shall be credited to the customer's account as required by law, provided the customer has maintained a record of prompt payment for the previous twelve (12) consecutive monthly billings or upon termination of sewer service. "Prompt Payment" is defined as payment in full of each current billing before the delinquency date. The crediting of the deposit amount shall be reflected on the next monthly billing after the customer has met the requirements of this section. Each account on which a deposit is maintained will be reviewed by the DISTRICT annually to determine whether the customer has maintained a record of "prompt payment".

14.3.07 Upon termination of service, the deposit shall be credited to any amount owed the DISTRICT, as partial payment. Any credit remaining after application of the deposit shall be refunded as required by law, to the customer at the address maintained in the DISTRICT'S records.

14.4 **REVIEW OF BILLING, APPEAL** - Any residential customer who has (A) initiated a complaint or requested an investigation within Five (5) days of receiving a disputed bill, or (B) who has, within Thirteen (13) days of mailing the notice required by paragraph (2) above, made a request for extension of the payment period of a bill claimed to be beyond the ability of the customer to pay in full during the normal period for payment shall be given an opportunity for review of the complaint, investigation or request by the DISTRICT. Any customer whose complaint or request for an investigation has resulted in an adverse termination by the General Manager may appeal the termination to the BOARD.

14.5 **AMORTIZATION OF PAYMENT** - The review of a complaint or request for an investigation may include consideration of whether the customer shall be permitted to amortize the unpaid balance of the delinquent account over a reasonable period of time, not to exceed twelve (12) months. If a customer fails to comply with an amortization agreement, the DISTRICT shall commence termination of service by giving Forty-Eight (48) hours written notice to the customer stating the conditions the customer is required to meet to avoid termination. Such notice does not entitle the customer to further investigation by the DISTRICT, and if the conditions of the notice are not satisfied within forty-eight (48) hours the water service shall be terminated.

14.5.01 By signing an application for sewer service the involved customer/applicant assumes exclusive and total responsibility and liability for charges incurred under these rules and regulations associated with the involved service and service connection until such customer/applicant notifies the DISTRICT in writing to discontinue such service.

14.5.02 Penalty charges as may be determined by the Board of Directors from time-to-time may be charged on all delinquent sewer service accounts, beginning twenty-five (25) days after such accounts become delinquent and continuing for three (3) delinquency periods, after which time service will be terminated.

14.5.03 All sewer service to any customer will be subject to being

discontinued by the DISTRICT if said customer has over a three (3) month delinquent sewer account owing the DISTRICT. All payments for the continuation or restoration of service shall be made prior to such restoration or continuation of service by cash or personal check payable to the Idyllwild Water District, and payable only at the DISTRICT'S office: 25945 Idyllwild Road, Idyllwild, CA 92549. In the event a customer has previously presented a "Not Payable" check to the DISTRICT, payment for continuation or restoration of service shall be made by cashier's check, money order or cash only.

14.6 **RETURNED CHECK CHARGE** - Checks received for payment that are returned to the DISTRICT due to insufficient funds shall be promptly made good by the issuer, who shall also concurrently pay to the DISTRICT a returned check charge in the amount specified in the DISTRICT'S current Schedule of Rates, Fees and Charges.

SECTION 15.0 CRITERIA FOR DESIGN STANDARD SPECIFICATIONS AND STANDARD DRAWINGS

15.1 **ADOPTION** - Criteria for design, technical specifications and standard drawings for the construction of sewer facilities shall be on file in DISTRICT'S office as approved by the General Manager.

SECTION 16.0 VIOLATIONS, ENFORCEMENT AND POLICING

16.1 **VIOLATION UNLAWFUL** - Except as provided for in Section 3.0, paragraph 3.3, it is unlawful for any person to connect to, construct, install, provide, maintain or use any other means of sewage disposal from any building in an area served with sewers by the DISTRICT except connection to the public sewer system.

16.2 **PROTECTION FROM DAMAGE** - No unauthorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the DISTRICT'S public sewer system. Any person violating this provision shall be subject to the penalties provided by law.

16.3 **INVESTIGATION PROCESS** - The General Manager and all duly authorized employees of the DISTRICT shall carry evidence establishing their identity as an authorized representative of the DISTRICT, and upon showing the proper credentials and identification, shall be permitted to enter in and upon any and all buildings, industrial facilities and properties for the purpose of inspection, re-inspection, observation, measurement, sampling, testing or otherwise performing duties as may be necessary to enforce provisions of these rules and regulations.

16.4 **VIOLATION** - Any person found to be in violation of any provision of these rules and regulations shall be served by the DISTRICT with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The time limit shall be not less than Two (2), nor more than Seven (7) working days. The offender shall, within the period of time stated in the notice, permanently cease all violations.

All persons shall be held strictly responsible for any and all acts of agents or employees performed under the provisions of these rules and regulations. Upon being notified by the DISTRICT of any violation hereof, the person or persons having charge of work shall immediately correct or eliminate violations.

16.5 **PUBLIC NUISANCE** - Continued habitation of any building or continued operation of any industrial facility in violation of the provision of these rules and regulations is hereby declared to be a public nuisance. The DISTRICT may cause proceedings to be brought for the abatement of the occupancy of the building or industrial facility during the period of such violation.

16.6 **DISCONNECTION** - As an alternative method of enforcing the provisions of these rules and regulations the DISTRICT shall have the power to disconnect the user or subdivision sewer from the sewer mains of the DISTRICT. Upon disconnection, the DISTRICT shall estimate the cost of disconnection from and reconnection to the system, and the user shall deposit the estimated cost, before user is reconnected to the system. The DISTRICT shall refund any part of the deposit remaining after payment of all costs of disconnection and reconnection.

16.7 **ABATEMENT** - During the period of any such disconnection, habitation of the premises by human beings shall constitute a public nuisance, whereupon the DISTRICT shall cause proceedings to be brought for the abatement of the occupancy of the premise by human beings during the period of such disconnection. In such event, and as a condition of reconnection, there shall be paid to the DISTRICT reasonable attorney's fees and costs of suit arising in the action.

16.8 **MEANS OF ENFORCEMENT ONLY** - The BOARD hereby declares that the foregoing procedures are established as means of enforcement of the terms and conditions of these rules and regulations and not as a penalty.

16.9 **LIABILITY FOR VIOLATION** - Any person violating any of the provisions of these rules and regulations shall become liable to the DISTRICT for any expense, loss, or damage occasioned by reason of the violation.

16.10 **RELIEF ON APPLICATION** - When any person, by reason of special circumstances, is of the opinion that any provision of these rules and regulations is unjust or inequitable as applied to his premise, they may make written application to the BOARD stating the special circumstances, citing the provision complained of, and request suspension or modification of that provision as applied to his premise. If such application is approved, the BOARD may suspend or modify the provision complained of, to be effective as of the date of application and continuing during the period of the special circumstances.

16.11 **RELIEF ON OWN MOTION** - The BOARD may, on its own motion, find that by reason of special circumstances any provision of these rules and regulations should be suspended or modified as applied to particular premises and may order the suspension or modification for said premises.

16.12 **VIOLATION A MISDEMEANOR** - Every person who willfully violates any provision of these rules and regulations and any ordinances, resolution or rules adopted hereunder, including the failure to pay any fees, charges or surcharges imposed hereby, or any condition or limitation of a permit issued pursuant thereto, may be guilty of a misdemeanor.

16.13 **SEPARATE OFFENSES** - Violation of these rules and regulations or any ordinance, resolution or rule adopted hereunder shall constitute a separate offense for each and every day the violation continues.

APPENDIX I

MISCELLANEOUS FEES

Miscellaneous Fees shall be adopted from time-to-time by the Board of Directors.

APPENDIX II

PROHIBITED WASTES

1. Any gasoline, benzene, naphtha, fuel oil or other flammable, toxic or explosive liquid, solid and/or gas.
2. Any waters containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with any other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant, including but not limited to cyanides in excess of Two (2) mg/l as CN in the wastes as discharged to the public sewer.
3. Any waters or wastes having a pH lower than 5.5 or higher than 9.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the DISTRICT.
4. Solid or viscous substances in quantities or of such size capable of causing obstruction of the flow in sewers, or other interference with proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails, paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
5. Any liquid or vapor having a temperature higher than 150°F (65°C) at the building sewer or which otherwise prohibit or inhibit organic activity in the sewage treatment plant.
6. Any water or waste containing fats, wax, grease or oils, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between 32°F and 150°F (0°C and 65°C).
7. Any waters or wastes containing iron, chromium, copper, zinc, similar objectionable or toxic substances, or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established for such materials.
8. Any waters or wastes containing phenols or other taste or odor-producing substances in such concentrations exceeding limits which may be established by the DISTRICT as necessary, after treatment of the composite sewage, to meet the requirements of the Federal, State or other public agencies having jurisdiction over effluent discharges.
9. Materials which exert or cause unusual concentrations of inert suspended solids (such as, but not limited to, Fullers earth, D.E., lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).
10. Any radioactive wastes or isotopes of such half-life or concentration as may exceed the limits set by Federal, State or County regulations.
11. Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to such a degree that the sewage

treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over effluent discharges.

12. Septic and cesspool pumping, unless terms and conditions of the DISTRICT are accepted and written permission granted.
13. Surface runoff or ground water as provided in Section 5.5 of these rules and regulations.
14. Any compound which will produce noxious odor in the sewers or sewage treatment plant.
15. Any material or quantity of material that will cause significant damage to any part of the sewage system, or abnormal maintenance or operation costs for any part of the sewage system, or become a nuisance or menace to public health and safety.

APPENDIX III

SCHEDULE OF UNITS OF SERVICE

<u>TYPE OF CONNECTION</u>	<u>UNITS OF SERVICE</u>
RESIDENTIAL	
Single Family Dwelling	1.0
Apartment Houses (a)	2.0
Courts (a)	2.0
Duplexes	2.0
Motels (b)	1.0
Trailer Parks (c)	3.0
Bed and Breakfast Facilities (d)	2.0
COMMERCIAL	
Animal Clinics	3.0
Barber Shops	2.0
Beauty Shops	3.0
Camps and Parks (e)	4.0
Churches with Kitchens	2.0
Churches without Kitchens	1.0
Day Nurseries (f)	2.0
Drug Stores (g)	1.5
Food Markets (h)	2.0
Laundries and Laundromats (i)	12.0
Libraries	1.0
Meeting Halls with Kitchens	2.0
Meeting Halls without Kitchens	1.0
Pet Shops	2.0
Professional Buildings (j)	2.0
Public Buildings	1.0
Restaurants with Bar (k)	5.0
Restaurants without Bar (k)	3.0
School - Elementary and Nursery	10.0
School - Junior High and High	17.0
Service Stations	2.0
Swimming Schools (l)	1.0
Taverns (k)	3.0
GENERAL COMMERCIAL	
All commercial establishments not listed above or separately classified by future action of the BOARD (m)	1.5

The above "GENERAL COMMERCIAL" classification includes, but is not limited to, the following:

Appliance Stores	Liquor Stores
Automotive Car Dealers	Lumber Yards
Automotive Repair Shops	Miscellaneous Repair Shops
Bakeries	Moving and Storage
Brickyards	Nurseries-Horticultural
Cabinet Shops	Plumbing Shops
Candy Stores	Radio Stations

Cleaning Establishments
Clothing Stores
Food Lockers
Furniture Stores
Garages
Hardware Stores
Insurance Offices
Light Manufacturing

Radio & TV Sales & Service
Real Estate Offices
Roofing Yards
Sign Painting
Tire Sales and Repair
Trailer Sales and Service
Warehouses
Welding Shops

- a. One (1) additional service unit for each apartment over Two (2).
- b. One (1) additional service unit for up to each Three (3) motel units after the first Three (3).
- c. Three (3) additional service units for up to each Four (4) stalls after first Four (4).
- d. One (1) additional service unit for each Two (2) guest bedrooms after the first two (2).
- e. One (1) additional service unit for up to each Sixteen (16) fixture units in excess of Sixty-Four (64).
- f. One (1) additional service unit for up to each Six (6) children after the first Ten (10).
- g. One (1) additional service unit for up to each Five (5) employees after first Five (5). Add Two (2) service units for fountain.
- h. One (1) additional service unit for up to every Five (5) persons employed after first Five (5). Eating facilities to be classified separately as restaurants. Add Five (5) service units per month for commercial garbage grinder.
- i. One (1) additional service unit for up to each Seven Hundred Fifty (750) pounds dry wash per day after first One Thousand(1,000) pounds dry wash per day.
- j. One (1) additional service unit for each tenant.
- k. One (1) additional service unit for up to each Twenty (20) seats after first Twenty (20). (Small restaurants can be less than three (3) for basic rate). Add two (2) units for bar.
- l. One (1) additional service unit for up to each Three (3) toilets and/or showers after the first Three (3). (Does not include pool discharge).
- m. One (1) additional service unit for up to each Five (5) occupants after first Five (5).

For any type of service not described in the preceding schedule, Units of Service shall be determined by making a count of fixture units on the premises. Fixture units shall be determined as described in the CODE. For purposes of calculating Units of Service, one (1) Unit of Service shall be equal to 16 fixture units.

For commercial buildings with a variety of types of activity on one (1) connection, Units of Service shall be determined by taking the sum of the units of service for the individual enterprises or activities.

ORDINANCE NO. _____

**A ORDINANCE OF THE BOARD OF DIRECTORS OF THE
IDYLLWILD WATER DISTRICT, RIVERSIDE COUNTY,
CALIFORNIA, RESCINDING RESOLUTION 499 AND
ESTABLISHING REVISED SEWER SERVICE RULES AND
REGULATIONS OF THE IDYLLWILD WATER DISTRICT**

WHEREAS, the Idyllwild Water District is a County Water District organized and existing under the County Water District Law, and all of the lands within the boundaries of said District are located in the County of Riverside, State of California; and

WHEREAS, the District is authorized and empowered to own, operate, maintain, acquire, construct, finance, improve and extend a public sewer system (“Sewer System”); and

WHEREAS, the District does own, operate and maintain a Sewer System; and

WHEREAS, Section 31105 of the California Water Code empowers the District to adopt an ordinance relating to the provision of services and facilities relating to Sewer Service and the regulation of those services and facilities; and

WHEREAS, by adoption of Resolution No. 499 on July 17, 1997, Board of Directors adopted Rules and Regulations for Sewer Service; and

WHEREAS, from time to time, the District reviews and proposes changes to its Rules and Regulations for Sewer Service. The proposed changes have been made to update the Rules and Regulations for Sewer Service to conform to recent changes in the law, to propose consistency and conforming nomenclature throughout the document, and update definitions; and

WHEREAS, a public hearing has been held upon notice duly given of the time and place thereof, and at the time set; all persons interested were given an opportunity to be heard concerning any matters set forth in the proposed changes to its Rules and Regulations for Sewer Service; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE IDYLLWILD WATER DISTRICT AS FOLLOWS:

Section 1. Resolution No. 499 be and hereby is rescinded in its entirety.

Section 2. That the Rules and Regulations of the Idyllwild Water District for Sewer Service with appendices, attached hereto as Exhibit A and incorporated herein by this reference and made a part hereof, are hereby approved and adopted.

Section 3. The Board of Directors hereby finds this Ordinance and the Rules and Regulations for Sewer Service are not subject to the California Environmental Quality Act

(CEQA, Public Resources Code Sections 2100, et seq.), pursuant to Section 15378(b)(2) (the activity is not a project as it involves general policy and procedure making), 15378(b)(4) (fiscal activity), 15378(b)(5) (administrative or organizational activity that will not result in direct or indirect physical changes in the environment), and were determined to be categorically exempt from the CEQA pursuant to CEQA Guidelines 15301 (existing facilities), Section 15307 (the activity assures the maintenance, restoration, enhancement, or protection of a natural resource).

Section 4. If any section, subsection, sentence, clause or phrase of the Ordinance is, for any reason, found to be invalid or unconstitutional, such finding shall not affect the remaining portions of this Ordinance. The Board of Directors hereby declares that it would have passed this Ordinance by section, subsection, sentence, clause or phrase, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases are declared unconstitutional.

Section 5. To the extent that the terms or provisions of this Ordinance may be inconsistent or in conflict with the terms or conditions of any prior District resolutions, ordinances or motions governing the same subject matter thereof, such inconsistent and conflicting provisions of prior resolutions, ordinances, or motions are hereby repealed.

Section 6. That the provisions of this Ordinance shall become effective upon adoption.

Section 7. That said Rules and Regulations shall be certified by the Secretary of the District, and the Secretary is hereby ordered and directed to publish a summary of the amendments with the names of those voting for and against the Ordinance or publish the Ordinance with Exhibit A, together with the internet address and physical location where the complete text of the amended Rules and Regulations may be viewed, once a week for two weeks in a newspaper of general circulation published in Riverside County, California, pursuant to the California Water Code.

ADOPTED, SIGNED AND APPROVED this ____ day of _____, 2017.

IDYLLWILD WATER DISTRICT

By _____
Dr. Charles Schelly, President
Board of Directors, Idyllwild Water District

ATTEST:

By _____
Erica Gonzales, Secretary

CERTIFICATION

I, the undersigned, hereby certify that I am the Secretary of the Idyllwild Water District, a county water district of the State of California; that the foregoing is a full and correct copy of Ordinance No. _____ of said District, and that at a meeting held on the _____ day of _____, 2017, the Ordinance was duly adopted by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By _____
Erica Gonzales, Secretary

PUBLIC NOTICE AND SUMMARY OF PROPOSED ORDINANCE: NOTICE IS HEREBY GIVEN that on November 15, 2017, the Board of Directors of Idyllwild Water District (“DISTRICT”) will introduce **AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE IDYLLWILD WATER DISTRICT, RIVERSIDE COUNTY, CALIFORNIA, RESCINDING RESOLUTION 499 AND ESTABLISHING REVISED SEWER SERVICE RULES AND REGULATIONS OF THE IDYLLWILD WATER DISTRICT**. The proposed Ordinance will repeal and replace Resolution No. 499 of the DISTRICT, to do the following: Appendix I would be omitted. Instead, Appendix I, and prior references to it, would reference the rates, fees and charges adopted by the Board. **Section 1.7** would add a ban on interference with the DISTRICT’s sewage system. In **Section 1.11**, language would be added allowing District to access to the DISTRICT’S sewer system to operate and maintain DISTRICT facilities. The Section concerning the General Manager’s Authority would be numbered **1.12** and would add the following underlined text: “A hearing on the appeal shall be set within 30 days thereafter, unless the General Manager, appellant and the Board agree to a later date.”. In **Section 2.1**, language would be added that the owner or one acting on behalf of the owner could make an application. **Section 2.4** would add that combined sewers are not permitted. **Section 2.12** would change as follows: **EQUIVALENT DWELLING UNITS (EDU)** means the capacity for ~~water usage and~~ wastewater discharge ~~equivalent to the quantity usage and discharge~~ from a single family residence ~~using established at~~ 250 gallons of ~~water~~ wastewater daily. **Section 2.13** would add this sub-section shall apply to commercial and/or institutional customers. **2.17** would state that a Lateral Connection means the actual “Wye” connection to the public sewer main line. **Section 2.22** would be renumbered as **2.23** and define RWQCB. In several places the word “industrial” would be changed to “institutional.” **Section 2.27** would be renumbered **2.29** and add “One unit of service is equal to one Equivalent Dwelling Unit (EDU). A single family home is equal to one EDU. Commercial, institutional and industrial customers’ units of service will be determined by the number of fixtures connected to the sewer.” **Section 5.7** adds the owner is responsible for the sewer lateral. In **Section 6.14.07**, \$2,500 is changed to \$25,000. The minimum sewer easement width in Section **6.15.01** would be 12 feet but wider if the depth of the sewer is more than 8 feet below the ground surface or if the slope is greater than 15%. In **6.16.01**, “water and” is removed from “water and wastewater.” **7.2.04** would state “total suspended solids of 30 mg/l.” **7.2.05** would state “total dissolved solids of 600 mg/l.” **7.2.08** adds the DISTRICT may enter into agreements with dischargers with unique waste streams to exceed the amounts specified in Sections **7.2.01** through **7.2.07**, when mitigating circumstances that will not jeopardize the ability of the DISTRICT to meet its Waste Discharge Requirements as established by the RWQCB exist. **Sections 7.7** to **7.8** state it shall be unlawful to discharge the contents of a swimming pool or hydrolysate into a sewer. Section **11.1.a.** adds the amount determined by the DISTRICT shall be in conformance with the law. Section **11.1.d.** adds partial payments shall not be accepted as complete payments, and water and sewer service are subject to termination for non-payment. Section **11.1.e.** adds bills may also be paid on the DISTRICT’s website. In Section **13.3**, 10% is changed to 20%. **Section 13.4** adds the applicant must pay the established fee. **Section 14.3** states the DISTRICT must mail a notice of termination prior to termination. The credit check charge is removed from **Section 14.3.04**. In **Section 14.5.02**, the Penalty Charges would be set by the Board; accounts may incur a penalty after 25 days. A certified copy of the complete text of the ordinance may be read, or a copy obtained for a nominal charge, at the Clerk’s office at, 25945 CA-243, Idyllwild, CA 92549. PUBLISHED: Nov. __, 2017; POSTED: Nov. __, 2017. Ad No. __.

Memo

To: Board of Directors

From: Interim General Manager

Date: November 15, 2017

Subject: ITEM #2 – Consider Adoption of Resolution #741 Changing the Idyllwild Water District Election Date in Accordance with SB415

Recommendation: That the Idyllwild Water District Board of Directors determine if they would like to consolidate to the November or June Statewide General Election and approve the appropriate Resolution.

Background: SB 415 requires local agencies to consolidate their elections with Statewide General Elections.

By consolidating with the November Statewide election the August 2021 moves to November 2022. Directors elected in 2019 would serve only a 3-year term until December 2022. Directors elected in 2019 to four year terms would serve one extra year until December 2022. (Option 1)

By consolidating with the June Statewide election the August 2019 election would be moved to June 2020. Directors with terms expiring in December 2019 would be extended to June 2020. Directors with terms expiring in December 2021 would be shortened to June 2020. (Option 2)

Option 3 described at the end of the staff report shortens current Director's terms substantially and is not recommended.

Due to a concern over low voter turnout in elections not held concurrently with statewide elections, the state legislature passed and Governor approved SB 415 with

the apparent goal of ensuring all elections have an adequate voter turnout. Commencing January 1, 2018, SB 415 prohibits political subdivisions from holding an election other than on a statewide election date if doing so has previously resulted in voter turnout at least 25% less than the average of the last four statewide general elections in that political subdivision.

Elections Code section 10404 requires a resolution requesting consolidation of elections to be submitted to the board of supervisors no later than 240 days prior to the date of the election to be consolidated (e.g., if the election to be consolidated would ordinarily be held in August of 2019, submissions are due in December of 2018; if an election is normally held in December, the application is due in the April preceding). As necessary, the terms of governing board members would be extended or shortened accordingly (ordinarily by no more than 12 months). The Riverside County Board of Supervisors must approve the resolution requesting consolidation within 60 days, **unless** it finds the ballot style, voting equipment, or computer capacity is such that additional elections or materials cannot be handled.

As an alternative, by the end of this year, an agency may submit a plan to make a change by November 2022 ; the plan must be approved by the County.

SB 415 excludes *special elections* from the “established election date” consolidation requirement. As a result, special elections that are conducted by the governing body to fill a vacancy on that body’s governing board, or to vote on a local ballot measure, need not occur at the same time as statewide elections, even if the “off-cycle” election resulted in “significant decrease in voter turnout” as defined by the statute.

Presently, at the District, several directors are to be elected in August 2019. The other directors would be elected on December 3, 2021. The regular election date is ordinarily in September of odd years, pursuant to IWD Resolution 490. Terms may be lengthened or shortened to comply with the new law as long as terms are not

“extended beyond December 31 of the year following the year in which the request for consolidation is approved by the [county] board of supervisors.” (Election Code Section 10404(i).)

The election must be moved to June or November of an even-numbered year. California’s primaries will be moved to March in 2020, but March is not a “statewide” election for purposes of SB 415. Below are suggested options for discussion. Counsel and staff recommend Option 1 or 2 described below.

An agency may be granted an extension to the “established election date” consolidation requirement and may continue to hold elections “off-cycle” (i.e. on dates other than those designated for statewide elections) even after January 1, 2018, *but only if the agency adopts a plan for future election coordination and consolidation with statewide elections and submits such plan no later than January 1, 2018. If granted, this extension will allow agencies to use off-cycle dates for their elections until November 8, 2022.* When the District passes a resolution ordering the change and consolidation, it must be submitted to the county at least 240 days prior to the old election date it seeks to consolidate with a County-administered state-wide election.

Option 1:

Under Option 1, the District would continue to use its current director election date until November 2022. It would consolidate the December 2021 election into the November 2022 election. We have included a draft resolution for this approach. If approved, the resolution would be sent to the County right after adoption.

If the County approved the extension and Plan set forth in the attached resolution, then the second step is the District would pass a resolution repealing Resolution 490 and changing its policy on election dates for submittal to the County in the first quarter of 2021 (between Jan. and April, i.e. at least 240 days before the December 2021 election date). It would consolidate and coordinate District elections with County-administered

statewide elections to be held in November of even years starting November 2022. The December 2021 election would be consolidated with the November 2022 election. Under this approach, the directors to be elected in August of 2019 would have a slightly shortened term to November 2022. Directors that would ordinarily run for reelection in December 2021 would run in the Nov. 2022 election, thus having a slightly longer term. Thereafter directors would have regular four year terms.

Option 2:

The District could propose a plan to the County, via an approved resolution, under which the District would continue to use its current director election date until June 2020. Under the plan, the District would consolidate its August/ September 2019 election with the June 2020 election date. We have included a draft resolution for this approach.

If the plan is approved by the County, the District would pass a second resolution repealing Resolution 490 and confirming the change, then submit it to the County in late 2018, by early December, 2018 (at least 240 days before August 2019), ordering a consolidation and coordination of its elections with County-administered statewide elections to be held in June of even years starting 2020.

Under this plan, the directors' terms set to expire in August of 2019 would be extended to June of 2020 election. The director whose term ends December of 2021 would be shortened to the June 2020 election. (Instead, some agencies are lengthening the term to the June or November 2022 election; however, this would be an extension after December 31 of the year after the year the County approves the consolidation [consolidation must be approved by 2019]; extending past Dec. 31 of the year after the year the County approves consolidation is disfavored by SB 415.) Shortening a term by more than 12 months is not typical either; however, the prohibition against it applies to cities. (See Elec. Code 10403.5 [applicable to cities].)

Option 3:

Under Option 3, the August 2019 election date would be advanced and consolidated with the November 2018 election date.

Certain directors' terms would normally be up in December 2021; this would change so that they would be up in November 2020 (shortened by 11 months). If the District desires to take this approach, it would pass a resolution and submit it to the County Board of Supervisors by December 7 of this year. The weakness of this approach is it shortens the terms of directors without advance notice before they ran for office. Therefore, it is not the recommended approach.

Impact of Taking No. Action:

SB 415 prohibits political subdivisions from holding an election other than on a statewide election date if doing so has previously resulted in voter turnout at least 25% less than the average of the last four statewide general elections in that political subdivision. Because the District elections do not coincide with the statewide election dates, if the turnout in District elections after January 1, 2018 does not meet the SB 415 threshold--which it likely would not—then the District would be subject to challenge.

SB 415 authorizes a voter to file an action in superior court to enforce the provisions of SB 415. If the voter is successful, SB 415 allows the voter to collect reasonable attorneys' fees and litigation expenses in addition to requiring a district to change its election dates.

Effects on Director Terms:

Should the District decide to change its election date to even-numbered years, the terms of the Directors will be affected. Pursuant to Elections Code Section 10404,

“those governing body members whose terms of office would have, prior to the adoption of the resolution, expired prior to that election shall, instead, continue in their offices until their successors are elected and qualified, *but in no event shall the term be extended beyond December 31 of the year following the year in which the request for consolidation is approved by the board of supervisors.*” (Election Code 10404 (i).)

We were asked whether Election Code Section 10404 prevents the shortening of a term.

Section 10404(i) states,

“If, pursuant to subdivision (b), a special district election is held on the same day as the statewide general election, those governing body members whose terms of office would have, prior to the adoption of the resolution, expired prior to that [statewide general] election shall, instead, continue in their offices until their successors are elected and qualified, but in no event shall the term be extended beyond December 31 of the year following the year in which the request for consolidation is approved by the board of supervisors.”

This Section expressly applies when an election date is being extended out to consolidate it with the statewide election, and a director’s term would expire before that. Under that circumstance, a term would be extended.

Under Option 3, the election would be advanced from 2019 to 2018 (by nine months), but we do not believe Section 10404(i) prevents a shortening of terms, assuming the Board votes to do so. By analogy, the Elections Code expressly allows cities to extend or shorten terms by 12 months or less. (See Elec. Code 10403.5 [applicable to cities but cited by analogy].)

However, there are concerns about shortening the terms of people who are already sitting directors (when neither they nor the public had advance notice of a shortened term before the individual ran for office), then Option 1 or 2 would be the preferred options, as anyone running in August of 2019 and December 2021 (and anyone voting in those elections) will have advance notice of exactly how long the terms will be before they decide to run.

Attachments:

2 Draft resolutions (for Option 1 and 2)

****DRAFT OPTION 1****

IDYLLWILD WATER DISTRICT

RESOLUTION NO. ____

A RESOLUTION OF THE BOARD OF DIRECTORS OF IDYLLWILD WATER DISTRICT ADOPTING AN S.B. 415 PLAN FOR SUBMISSION TO THE COUNTY TO CONSOLIDATE BOARD OF DIRECTOR ELECTIONS WITH THE STATEWIDE EVEN-YEAR NOVEMBER ELECTIONS STARTING IN NOVEMBER OF 2022

WHEREAS, the Idyllwild Water District (District) is a county water district and is a political subdivision formed and existing for government purposes pursuant to Water Code Section 31000, et seq.; and

WHEREAS, pursuant to Elections Code Section 1000, et seq., the District holds its general elections on the first Tuesday following the first Monday in September of odd-number years via Resolution No. 490; but via Resolution No. 732, an election was held on August 29, 2017 to elect two directors to full terms and two directors to half terms; certain directors' terms are up in August 2019 and others in December 2021; and

WHEREAS, Elections Code sections 10505 and 10404 allow the District, by resolution, to require that elections of governing body members be held on the same day as the statewide general election; and

WHEREAS, pursuant to Elections Code Section 1200, the statewide general election shall be held on the first Tuesday after the first Monday in November of each even-numbered year; and

WHEREAS, SB 415 prohibits a political subdivision from holding an election other than on a statewide election date if holding an election on a non-concurrent date has previously resulted in voter turnout at least 25% less than the average of the last four statewide general elections in that political subdivision; and

WHEREAS, the Board of Directors desires to adopt a proposed plan for submission to the County to consolidate its election date with the County-administered statewide general election, starting in November of 2022; and

WHEREAS, under such a plan, the December 2021 election would be consolidated with the November 2022 election, and any directors elected to a full term in August 2019 would serve shortened terms (serving until 2022 instead of 2023), and any directors director(s) up for election in December 2021 would continue in office until the November 2022 election.

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

Section 1. The above recitals are all true and correct and are hereby adopted as findings.

Section 2. The District adopts an SB 415 plan (Plan), subject to County of Riverside approval, to change general elections for the Board of Directors so that they are held on the statewide general election date, starting in November of 2022 and consolidated with the County-administered statewide election.

Section 3. The General Manager is directed to submit this resolution to the Riverside County Board of Supervisors within three days of its approval.

Section 4. After the County of Riverside’s approval of the District’s plan set forth in this resolution, staff is directed to prepare a resolution repealing Resolution 490 and confirming the change for the Board of Directors’ consideration in 2020 at a public meeting prior to April 2020, and the resolution would be presented to the County prior to April 1, 2020.

Section 5. If any section, subsection, paragraph, sentence, clause or phrase of this resolution is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this resolution, it being expressly declared that this resolution and each section, subsection, paragraph, sentence, clause and phrase thereof would have been adopted, irrespective of the fact that one or more other section, subsection, paragraph, sentence, clause or phrase be declared invalid or unconstitutional.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Board of Directors of Idyllwild Water District held on _____, 2017.

President
Idyllwild Water District

Secretary
Idyllwild Water District

Approved As To Form:

Christine Carson

General Counsel

****DRAFT FOR OPTION 2**
RESOLUTION NO.**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
IDYLLWILD WATER DISTRICT, RIVERSIDE COUNTY,
CALIFORNIA, ADOPTING A PLAN TO CHANGE THE
REGULAR ELECTION OF THE BOARD OF DIRECTORS
FROM AUGUST OR SEPTEMBER OF ODD-NUMBERED
YEARS TO THE STATEWIDE GENERAL ELECTION IN
JUNE OF EVEN-NUMBERED YEARS**

WHEREAS, pursuant to California Elections Code Section 1500(c) and Resolution 490, the Idyllwild Water District ("District") currently holds its regular election for its Board of Directors in September of each odd-numbered year, but pursuant to Resolution 732, an election was held in August of 2017; and

WHEREAS, the California Voter Participation Rights Act (SB 415) becomes effective on January 1, 2018, and prohibits a political subdivision (including special districts) from holding a regular election on a date other than on a statewide primary or general election date in even-numbered years, if holding a regular election on a non-statewide election date has previously resulted in a "significant decrease in voter turnout," which is defined by SB 415 as at least 25 percent less voter turnout than the average voter turnout within a district for the previous four statewide general elections; and

WHEREAS, the District's regular election date is not a statewide election date; and

WHEREAS, elections held in odd-numbered years have historically resulted in lower participation and higher expenses to the District; and

WHEREAS, in order to change its regular election date to comply with SB 415, Elections Code Section 1303(b) authorizes the District to adopt a resolution changing its regular election date from August/September of odd-numbered years to the statewide general election in June of even-numbered years; and

WHEREAS, the resolution must then be submitted to the County of Riverside Board of Supervisors by no later than December 1, 2018, which is at least 240 days before the next scheduled District regular election date, and the resolution must be approved by the Board of Supervisors in order to change the District's election date; and

WHEREAS, it is the intent and desire of the District's Board of Directors to change its regular election date for Directors from August and September of odd-numbered years to the statewide general election in June of even-numbered years; and

WHEREAS, State law allows the District to extend the terms of current Directors until their successors are elected and qualified, in order to match their terms with a changed regular election date (Elections Code Section 10404(i)); and

WHEREAS, this Resolution constitutes the District's plan to consolidate future elections with a statewide election as provided in SB 415 (Elections Code Section 14052(b)).

NOW, THEREFORE, be it hereby resolved, determined, and ordered by the Board of Directors of the Idyllwild Water District as follows:

Section 1. The matters set forth in the recitals to this Resolution are true and correct statements and by this reference are incorporated herein and made findings and determinations of the Board of Directors.

Section 2. The Board of Directors of the Idyllwild Water District, pursuant to Elections Code Sections 1303(b) and 10404(b), hereby approves adopts a plan to change the date of its regular election for the Board of Directors from the first Tuesday following the first Monday in September of odd numbered years to the statewide general election on the first Tuesday after the first Monday in June of even-numbered years.

Section 3. Approval of such Plan and subsequent approval by the County will extend the term of office for the current Directors with terms expiring in December 2019 to June 2020, and will shorten the term of office for Directors with terms expiring in December 2021 to June 2020. Directors elected to new terms in 2020 and 2022, and in all future elections would serve standard four-year terms.

Section 4. The Board of Directors of the District hereby requests approval from the Riverside County Board of Supervisors of its Plan to consolidate the District's currently scheduled August or September 2019 regular election with the June 2020 statewide general election, and to consolidate all future District elections with the statewide general election to be held in June of even-numbered years. The Board President and General Manager are hereby authorized to take any and all actions, and execute any documents necessary, to assist the Riverside County Board of Supervisors in its review and approval of this Resolution.

Section 5. Special elections called for the purpose of filling Board vacancies, recall of Directors, consideration of District initiative or referendum measures, and for other lawful purposes, are not affected by this Resolution, and may be called at any time authorized by applicable law.

Section 6. The Clerk of the Board of Directors of the District shall transmit certified copies of this Resolution to the Clerk of the Board of Supervisors for the County of Riverside.

Section 7. This Resolution shall take effect upon approval by the Riverside County Board of Supervisors.

President of the
Board of Directors of the
Idyllwild Water District

ATTEST:

Secretary of the
Board of Directors of the
Idyllwild Water District

STATE OF CALIFORNIA)
)ss.
COUNTY OF RIVERSIDE)

I, ____, Secretary of the Board of Directors of the Idyllwild Water District, do hereby certify that the above and foregoing is a full, true, and correct copy of Resolution No. ____ of said Board, and that the same has not been amended or repealed.

DATED: ____, 2017

Secretary of the
Idyllwild Water District

(SEAL)