



REGULAR MEETING OF THE BOARD OF DIRECTORS

IDYLLWILD WATER DISTRICT

Meeting Location Has Moved To

**Idyllwild Branch Library
54401 Village Center Drive
Idyllwild, CA 92549**

August 18, 2021 – 6:00 P.M.

Topic: Board of Directors Meeting

Time: Aug 18, 2021 06:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/82515948290?pwd=WfN5cmprOUFnT1d2aWV3c3Vxd1dtQT09>

Meeting ID: 825 1594 8290

Passcode: 521056

One tap mobile

+13462487799,,82515948290#,,,,*521056# US (Houston)

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Meeting ID: 825 1594 8290

Passcode: 521056

Find your local number: <https://us06web.zoom.us/j/82515948290>

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. Each speaker will be given four (4) minutes to address the Board. Comments should be directed to the Board as a whole and not directed to individual Board members.

INFORMATION

Resignation letter from Ana Trejo as Board Secretary



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

Regular Board Meeting: July 21, 2021

B. FINANCIAL REPORTS

1. Income statement for the first-month ending July 2021
2. District warrants for July 2021

Check #16678 – 16734	= \$ 238,627.08
Gross Payroll	= \$ 69,160.00
Federal/State PR taxes	= \$ 10,029.00
LAIF Transfers	= \$ 0.00
Transfers/charges	= \$ 0.00

C. OPERATIONS REPORT

D. GENERAL MANAGER REPORT

DISCUSSION ITEMS

2. WATER AND SEWER RULES

3. EMPLOYEE MANUAL

ACTION ITEMS

4. CRWA WWPT PRELIMINARY ENGINEERING REPORT V.1 AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT AND TASK ORDERS IWD-01 & IWD-02

Board of Directors will consider moving forward with the planning, engineering and construction of a new Wastewater Treatment Plant (WWTP) and approve the following:

- Specialized Utility Services Program, Inc. – Professional Services Agreement
- Task Order: IWD-01, Dated: 6/30/2021
- Task Order: IWD-02, Dated: 7/15/2021

5. CIP - BOARD ROOM CONSTRUCTION

Board of Directors will consider approving Eric Townsend Construction Company (ETCC) Proposal and Contract (“Change Order”) to expand current scope of



work as set forth in ETCC Contract, dated July 27, 2021. The total amount of the Change Order is \$17,500 and covers cost of repair to unforeseen Board Room floor issues.

6. UNIFORM POLICY

Board of Directors will consider approving changes to Employee Manual, Section 2.27 – Uniforms.

DIRECTORS COMMENTS

ADJOURNMENT

The next Board meeting is a Regular Meeting scheduled for September 15, 2021 at 6:00 p.m., to be held at the Idyllwild Branch Library, 54401 Village Center Drive, Idyllwild, CA 92549.

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.

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

July 23, 2021

Dear Mr. Havener,

I am writing to inform you of my decision to resign from my position as Office Assistant/Board Secretary at Idyllwild Water District.

I am giving you my two weeks' notice, effective today. My last day at work will be August 6, 2021.

I appreciate the opportunity Idyllwild Water District has given me and it is time for me to move on and accept a position elsewhere.

I have written a separate letter to you regarding my experience at the Idyllwild Water District, please let me know if I can answer any questions during the transition.

Sincerely,

Ana Trejo

A handwritten signature in black ink, appearing to read "Ana Trejo", with a long horizontal flourish extending to the right.



MINUTES OF REGULAR MEETING OF THE BOARD OF DIRECTORS

IDYLLWILD WATER DISTRICT
25945 Highway 243
Idyllwild, CA 92549

July 21, 2021 - 6:00 P.M.

AGENDA

CALL TO ORDER

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

ROLL CALL

President Schelly, Vice President Szabadi, Director Kunkle, Director Olson, and Director Gin, on Zoom, were present. General Manager Leo Havener, Chief Financial Officer Hosny Shouman and Chief Water Operator Joseph Reyes were also present.

PUBLIC COMMENTS

None

1. CONSENT CALENDAR

A. A MINUTES

Regular Board Meeting: June 16, 2021
Special Board Meeting: June 30, 2021
Special Board Meeting: July 12, 2021

B. FINANCIAL REPORTS

1. Income statement for the twelfth-month ending June 2021
2. District warrants for June 2021

Check #16609-16677	= \$	177,573.69
Gross Payroll	= \$	65,330.00
Federal/State PR taxes	= \$	6,452.00
LAIF Transfers	= \$	0.00
Transfers/charges	= \$	255.71

C. OPERATIONS REPORT



DIRECTORS COMMENTS

Directors Olsen and Kunkle inquired about various financial matters. Vice President Szabadi inquired about water usage. President Schelly inquired as to the flow of the horizontal wells.

A MOTION was made by Director Gin to approve the Consent Calendar. Vice President Szabadi seconded.

The vote was as follows:

<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Director Gin			
Director Kunkle			
Director Olsen			
Vice President Szabadi			
President Schelly			

Motion approved.

D. GENERAL MANAGER REPORT

General Manager Havener gave his report and addressed questions.

DISCUSSION ITEMS

2. **ALTA KAVANAUGH PROPERTY LOCATED AT 53285 DEER FOOT LANE**
Ms. Kavanaugh gave a presentation pertaining to water on her property with a cost for the drainage system installed to divert the water away from the construction site. General Manager Havener will resolve the matter with Ms. Kavanaugh.

3. **WATER AND SEWER SYSTEM CONNECTIONS**
Vice President Szabadi shared his concerns regarding current water and sewer policies. Additionally, Vice President Szabadi would like the District to have the water and sewer updated and considers future usage. There was much dialog with the public pertaining to various matters associated with current and future water and sewer connections.

ACTION ITEMS

4. **APPROVE APPOINTMENT OF BEST BEST & KREIGER AS DISTRICT GENERAL COUNSEL**

Board of Directors will consider approving a contract with BBK to serve as the



District's new General Counsel on terms consistent with the RFP proposal.

PUBLIC COMMENTS

None

DIRECTORS COMMENTS

Vice President Szabadi requested that current General Counsel Carson be allowed to complete the water right matter with the State, to which the Board agreed.

A MOTION was made by Vice President Szabadi to approve a contract with BBK to serve as the District's new General Counsel on terms consistent with the RFP proposal. Director Olsen seconded.

The vote was as follows:

AYES

**Director Kunkle
Director Gin
Director Olsen
Vice President Szabadi
President Schelly**

NAYS

ABSTAIN

ABSENT

Motion approved.

DIRECTORS COMMENTS

President Schelly mentioned that in May the District held an open house at the water treatment plant and encouraged the public to attend the next open house in 2022. General Manager Havener informed the Board that the District received a bid of \$75,000 to remodel the Board Room and that the project will begin soon. General Manager Havener also mentioned that the bid is high but there are avenues to reduce costs.

The Board took a five (5) minute recess at 7:52 p.m. before moving into closed session.

CLOSED SESSION

5. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Public Employee Performance Evaluation § 54957 Title: General Manager

The Board resumed Open Session at 9:15 p.m.



REPORT FROM CLOSED SESSION

No reportable action.

ADJOURNMENT

Board adjourned at 9:15 p.m.

IDYLLWILD WATER DISTRICT

IDYLLWILD WATER DISTRICT

BY: _____

BY: _____

Leo Havener
INTERIM BOARD SECRETARY

Dr. Charles Schelly
BOARD PRESIDENT

**IDYLLWILD WATER DISTRICT
 WATER FUND CONDENSED INCOME STATEMENT
 FOR FISCAL MONTH ENDING JULY 2021**

CONDENSED CATEGORY	FOR THE MONTH OF		
	ACTUAL	BUDGET	JULY 2021
OPERATING REVENUES:			
BASE-RESIDENTIAL/COMMERCIAL	74,166	74,166	0 0.00%
SALES-RESIDENTIAL/COMMERCIAL	96,285	100,000	-3,715 -3.72%
OTHER OPERATING REVENUE	9,004	9,054	-50 -0.55%
OTHER NON- OPERATING REVENUE*	0	0	0
TOTAL OPERATING REVENUES	179,455	183,220	-3,765 -2.05%

OPERATING REVENUE BY CATEGORY	FOR THE MONTH OF		
	ACTUAL	BUDGET	JULY 2021
BASE RATE - RESIDENTIAL	54,497	54,497	0 0.00%
BASE RATE - COMMERCIAL	19,669	19,669	0 0.00%
SALES-RESIDENTIAL	60,245	62,000	-1,755 -2.83%
SALES-COMMERCIAL	36,040	38,000	-1,960 -5.16%
SALES-SEWER	0	0	0 0.00%
SALES-CONSTRUCTION/OTHER	0	0	0 0.00%
TRANSFER FEES	0	0	0 0.00%
TURN ON/OFF FEES	0	0	0 0.00%
LIEN & LIEN RELEASE FEES	0	0	0 0.00%
DELINQUENCY FEES	0	0	0 0.00%
WILL SERVE LETTER FEES	50	100	-50 0.00%
OTHER MISCELLANEOUS	0	0	0 0.00%
INSTALLATION FEES	2,000	2,000	0 0.00%
CAPACITY FEES	6,954	6,954	0 0.00%
TOTAL OPERATING REVENUES	179,455	183,220	-3,765 -2.05%

**IDYLLWILD WATER DISTRICT
 WATER FUND CONDENSED INCOME STATEMENT
 FOR FISCAL MONTH ENDING JULY 2021**

FOR THE MONTH OF JULY 2021

CUBIC FEET OF SALES:

	Residential	Commercial	Total
	C.F	C.F	
R1 5/8	751,893	98,290	850,183
R2 3/4	21,340	17,860	39,200
R3 1"	7,914	117,780	125,694
R4 1.1/2"	0	63,630	63,630
R5 2"	0	13,160	13,160
R6 3"	0	43,200	43,200
IA 3"	0	130,500	130,500
NC-WWTP	0	2,750	2,750
TOTAL CUBIC FEET OF SALES	781,147	487,170	1,268,317

NUMBER OF CUSTOMER BILLS:

	R	C	Total
R1 5/8	1,433	105	1,538
R2 3/4	12	18	30
R3 1"	41	36	77
R4 1.1/2"	0	14	14
R5 2"	0	8	8
R6 3"	0	1	1
IA 3"	0	1	1
NC-WWTP	0	1	1
TOTAL NUMBER OF CUSTOMER BILLS	1,486	184	1,670

SewerAcct S

Fire Services F "2"	418	167	585
Fire Services F "3"	0	0	0
Fire Services F "4"	0	3	3

Total Idyllwild Customers

2,258

**IDYLL WILD WATER DISTRICT
WATER FUND CONDENSED INCOME STATEMENT
FOR FISCAL MONTH ENDING JULY 2021**

	FOR THE MONTH OF		JULY 2021	
	ACTUAL	BUDGET	F (U)	%
			VARIANCE	
1- WAGES AND SALARIES EXPENSES	58,150	60,000	1,850	3.08%
2- RETIREMENT PLAN AND LIFE INSURANCE	5,280	6,000	720	12.00%
3- MEDICAL INSURANCE	10,469	12,000	1,531	12.76%
4- UNIFORM EXPENSES	721	438	-283	-64.76%
5- WORKER'S COMP INSURANCE	1,891	5,000	3,109	62.18%
6- RETIREMENT MEDICAL INSURANCE	1,059	3,500	2,441	69.74%
7- BOARD REIMBURSEMENT	75	500	425	85.00%
8- OFFICE SUPPLIES	288	3,500	3,212	91.77%
9- OFFICE CLEANING SERVICE	210	280	70	25.00%
10- POSTAGE AND MAILING FEE	7,603	1,200	-6,403	-533.58%
11- TRAINING AND EDUCATION	1,215	1,300	85	6.54%
12- TRAVELING , MILEAGE, MEALS REIMBURSEMENT	0	629	629	100.00%
13- DUES, FEES , SUBSCRIPTIONS	1,701	2,000	299	14.95%
14- COMPUTER SERVICES	1,351	1,500	149	9.93%
15- LEGAL SERVICES	660	5,000	4,340	86.80%
16- ENGINEERING AND CONSULTING	0	4,000	4,000	100.00%
17- UTILITIES - ELECTRICITY	7,910	8,000	90	1.13%
18- UTILITIES - GAS& FUEL	422	800	378	47.25%
19- UTILITIES - PROPANE	24	325	301	92.62%
20- UTILITIES - TELEPHONE INTERNET	297	850	553	65.06%
21- UTILITIES - WASTE MANAGEMENT FEE	68	184	116	63.08%
22- AUTO AND PROPERTY INSURANCE	7,198	8,000	802	10.03%
21- STATE-COUNTY WATER SYSTEM FEES	0	4,000	4,000	100.00%
22- GENERAL PLANT & TREATMENT SERVICES	32,710	5,000	-27,710	-554.20%
23- VEHICLES REPAIRS AND MAINTENANCE	119	2,500	2,381	95.24%
25- LABORATORY SERVICES	1,758	4,000	2,242	56.05%
26- WATER SECURITY SYSTEM	0	771	771	100.00%
27- ADVERTISING AND PUBLISHING	446	542	96	17.66%
28- PROPERTY TAX EXPENSES	0	233	233	100.00%
29- COMPENSATED TIME	0	500	500	100.00%
30- BANK FEE CHARGE	258	300	42	14.00%
31- WATER MAINTENANCE AND SUPPLIES	6,520	3,000	-3,520	-117.33%
33- ACCOUNTING AND AUDITING FEE	0	0	0	0.00%

TOTAL OPERATING EXPENSES: 148,403 145,852 -2,551 -1.75%

TOTAL INCOME AND (LOSS) 31,052 37,368

**BYLLWILD WATER DISTRICT
SEWER FUND CONDENSED INCOME STATEMENT
FOR FISCAL MONTH ENDING JULY 2021**

FOR THE MONTH OF JULY 2021

CONDENSED BY CATEGORY	ACTUAL	BUDGET	VARIANCE	%
OPERATING REVENUES:				
BASE-RESIDENTIAL/COMMERCIAL	59,810	59,810	0	0.00%
OTHER OPERATING	50	50	0	0.00%
TOTAL OPERATING REVENUES	59,860	59,860	0	0.00%
OPERATING EXPENSES:				
1- WAGES AND SALARIES	10,500	16,000	5,500	34.38%
2- RETIREMENT AND LIFE INSURANCE	1,760	2,500	740	29.60%
3- MEDICAL INSURANCE	3,489	5,000	1,511	30.22%
4- UNIFORM EXPENSE	640	300	-340	-113.33%
5-WORKER'S COMPENSATION INSURANCE	630	800	170	21.25%
6- RETIREMENT MEDICAL INSURANCE	353	917	564	61.49%
7- BOARD REIMBURSEMENT	75	200	125	62.50%
8- OFFICE SUPPLIES	64	400	336	84.00%
9- OFFICE CLEANING SERVICES	70	150	80	53.33%
10- POSTAGE AND MAIL FEE	2,534	400	-2,134	-533.50%
11- EDUCATION AND TRAINING	0	200	200	100.00%
12- TRAVELING, MILAGE, MEAL REIMBURSEMENT	0	292	292	100.00%
13- DUE AND SUBSCRIPTION FEE	229	1,000	771	77.10%
14- COMPUTER SERVICES	450	1,000	550	55.00%
15- LEGAL SERVICES	660	1,500	840	56.00%
16- UTILITIES - ELECTRICITY	3,500	4,000	500	12.50%
17- UTILITIES - GAS & FUEL	168	437	269	61.53%
18- UTILITIES - PROPANE	0	25	25	100.00%
19- UTILITIES - TELEPHONE&INTERNET	271	292	21	7.08%
20- UTILITIES - WASTE MANAGEMENT FEE	68	125	57	45.60%
21- VEHICLES REPAIRS AND MAINTENANCE	330	500	170	34.00%
22- ENGINEERING SERVICES	0	2,000	2,000	100.00%
22- MAINTENANCE AND SUPPLIES	98	200	102	51.00%
23- GENERAL PLANT SERVICES	7,747	2,500	-5,247	-209.88%
24- SEWER PERMIT AND LICENSE(State Fee)	39	500	461	92.20%
25- MINOR EQUIPMENT AND SUPPLIES	0	42	42	100.00%
26- SEWER LEASE	0	4,500	4,500	100.00%
27- ADVERTISING AND PUBLISHING	0	125	125	100.00%
28- LABORATORY SERVICES	586	2,000	1,414	70.70%
29- GENERAL AUTO AND LIBILITY INSURANCE	2,399	3,000	601	20.03%
30- SECURITY SYSTEM (ADT)	0	208	208	100.00%
31- ACCOUNTING & AUDITING FEE	0	2,000	2,000	100.00%
32- LINE CLEANING	0	100	100	100.00%
Total Expenses	36,660	53,212	16,552	31.11%
Total INCOME OR (LOSS)	23,200	6,648		

**IDYLLWILD WATER DISTRICT
SEWER FUND CONDENSED INCOME STATEMENT
FOR FISCAL MONTH ENDING JULY 2021**

FOR THE MONTH OF JULY 2021

SEWER FUND OPERATING REVENUES

	ACTUAL	BUDGET	F (U)	VARIANCE	%
BASE RATE-COMMERCIAL	40,200	40,200	0		0.00%
BASE RATE- RESIDENTIAL	19,610	19,610	0		0.00%
TRANSFER FEE	0	0	0		0.00%
FACILITY CHARGE FROM IAF	0	0	0		0.00%
INSPECTION FEE	0	0	0		0.00%
OTHER MISCE	0	0	0		0.00%
TOTAL OPERATING REVENUE	59,810	59,810	0		0.00%

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

RESIDENTIAL	455	455	0.0		0.00%
COMMERCIAL	933	933	0.0		0.00%
TOTAL E.D.U'S	1,388	1,388	0.0		0.00%

TOTAL Customers

418	167	585
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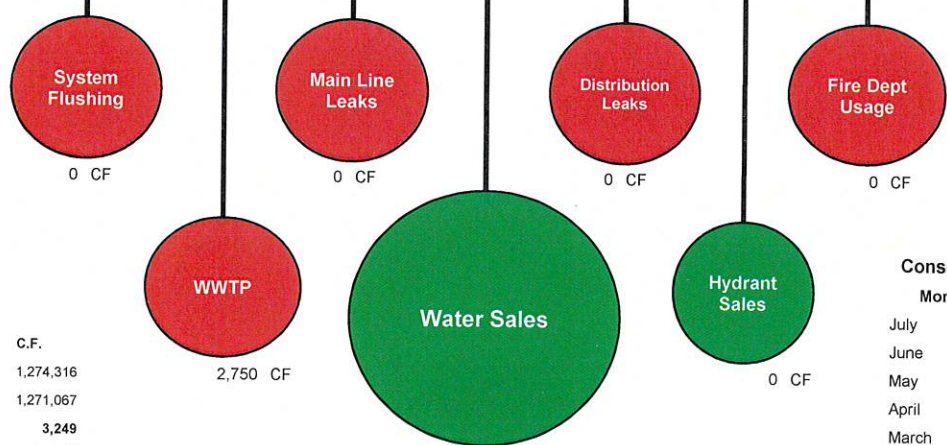
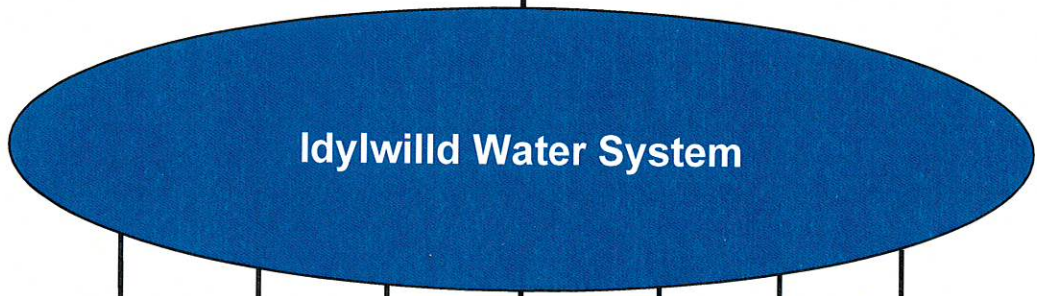
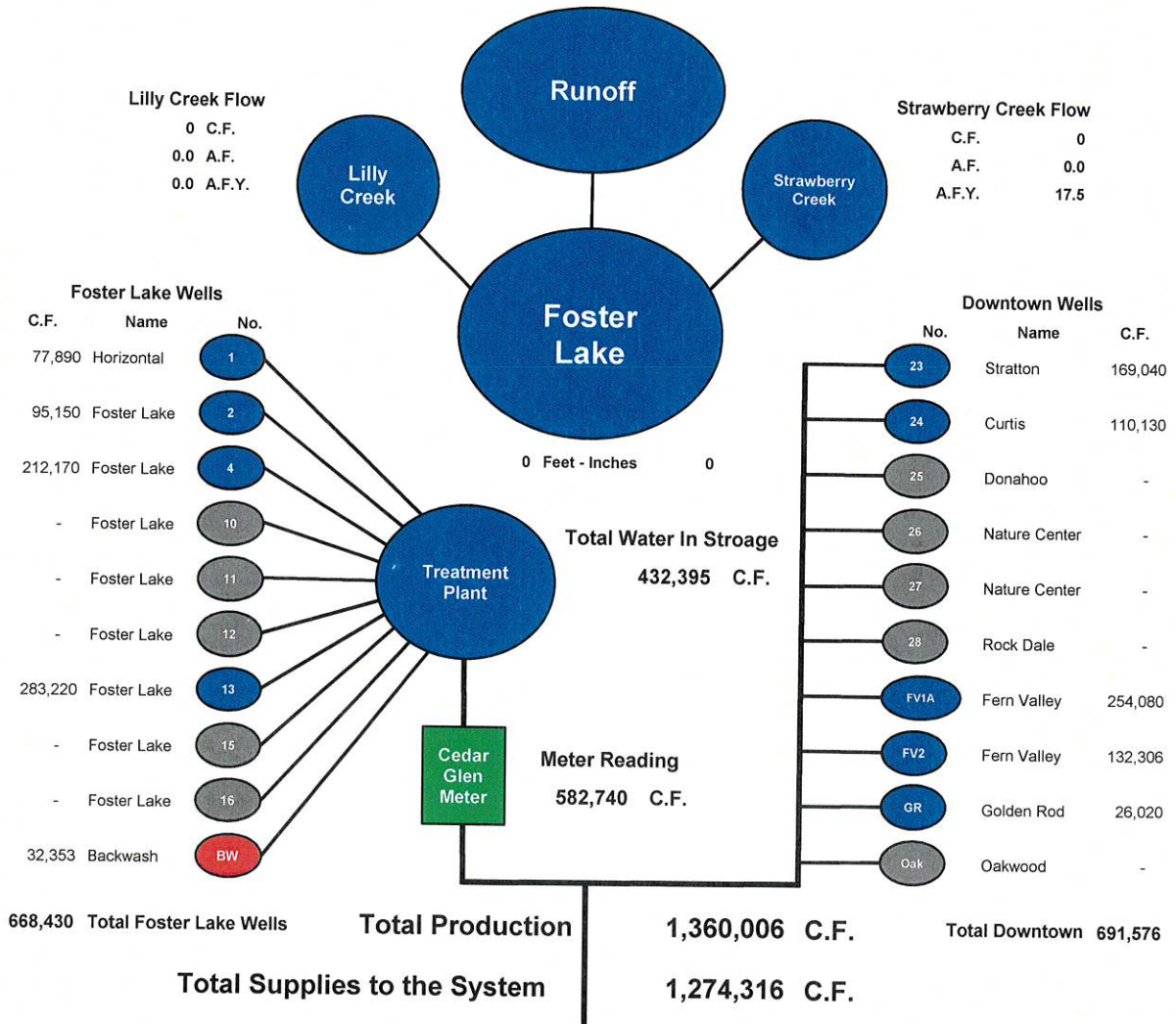
IDYLLWILD WATER DISTRICT
DISTRICT WARRANTS AND OTHER DISBURSEMENTS
FOR THE MONTH ENDED July 31, 2021

DATE	CHECK NUMBER	PAYEE	DESCRIPTION	AMOUNT
07/01/2021	16678	ACWA/JPIA	Medical Insurance July 2021	13,958.95
07/01/2021	16679	BBVA USA	Water and General Expenses	990.08
07/01/2021	16680	Burtronics Business Systems	Quarter Contract Base Copier Machine	132.51
07/01/2021	16681	Chase Card Services	Purchase Weather Station	773.77
07/01/2021	16682	Griswold Industries	Cal-Vel Maintained	5,471.97
07/01/2021	16683	Home Depot Credit Services	Purchase Washer & Dryer Tools and Supplies	2,324.79
07/01/2021	16684	Idyllwild Backhoe	Repair Damage for pipeline For Horizontal Wells	1,049.00
07/01/2021	16685	INFOSEND, INC	Postage and Mailing Monthly Bills Fee	1,166.83
07/01/2021	16686	Inland Paving, Inc.	Paving The Main Office per Budget Approval 2021/2022	25,000.00
07/01/2021	16687	Inland Water Works Supply Co.	Water Supplies	1,163.87
07/01/2021	16688	Kenyon Electric	Electric Connection for Washer and Dryer	1,720.00
07/01/2021	16689	SC Fuels	Purchase 5GPL Oil for Sewer	249.62
07/01/2021	16690	Verizon Wireless	Emergency Cell Monthly Charge	202.07
07/01/2021	16691	Forest Lumber	Supplies for Water Sewer	859.10
07/01/2021	16692	Idyllwild Water District	To be Deposit at Hemet Bank For Payroll	36,000.00
07/01/2021	16693	California Computer Options, Inc	IT Monthly Services I	1,602.51
07/01/2021	16694	Christian Breault	Allowance for Boots and uniforms	300.00
07/01/2021	16695	Danny Campbell	Allowance for Boots and uniforms	300.00
07/01/2021	16696	Edward Ferrara	Allowance for Boots and uniforms	300.00
07/01/2021	16697	Joseph Reyes	Allowance for Boots and uniforms	300.00
07/01/2021	16698	Pacific Slope Tree Coop., Inc.	Removal Trees at Foster Lake	3,800.00
07/01/2021	16699	Tesco Controls, Inc	Water Treatment Control Panel Designer and Install	71,150.00
07/01/2021	16700	Tyler Puckett	Allowance for Boots and uniforms	300.00
07/07/2021	16701	ACWA/JPIA	Renewal Property Insurance 2022	9,598.02
07/07/2021	16702	ALLSTATE BENEFITS	Monthly Charge for insurance	306.45
07/07/2021	16703	County of Riverside, Auditor-Controller	LAFCO Fees FY 2022	660.50
07/07/2021	16704	Danny Campbell	Purchase Chemical Supplies from Leslie's	213.33
07/07/2021	16705	Eric Townsend Construction Company	Replace Rain Gutter (Main Office)	875.00
07/07/2021	16706	Ferrellgas	Charge For Propane	24.00
07/07/2021	16707	Frontier	Phone and Internet Charge	460.82
07/07/2021	16708	Genuine Auto Parts/ Napa Riverside	Auto Parts	158.99
07/07/2021	16709	INFOSEND, INC	Postage and mailing Monthly Bills Fee (6 months billing)	8,970.83
07/07/2021	16710	Kelly Clark	Retiree Medical Insurance For April+May+June 2021	1,412.64
07/07/2021	16711	Kenyon Electric	Electric work for Water	1,193.00
07/07/2021	16712	Mission Linen & Uniform Service	Laundry Uniform Monthly Charge	161.12
07/07/2021	16713	S.C.E.	Monthly Charge	10,102.62
07/07/2021	16714	SC Fuels	Purchase GAS & DSL	4,139.69
07/07/2021	16715	Streamline	Monthly Charge For Idyllwild Website	200.00
07/07/2021	16716	Thomas Lovejoy	Retirement Medical Insurance May +June+July 2021	2,848.80
07/07/2021	16717	Time Warner Cable	Phone & Internet Monthly Charges	526.28
07/07/2021	16718	Underground Service Alert/SC	Acct # 1WD01 New Tickets Charges	145.12
07/07/2021	16719	Village Hardware	Supplies For Water and Sewer	47.40
07/21/2021	16720	ALESHIRE & WYNDER, LLP	Monthly Legal Services Charge	2,642.00
07/21/2021	16721	Andy's Trophies & Engraving, Inc.	Name Plates For Board Member & Chief Water	45.63
07/21/2021	16722	Aqua-Metric Sales Company	Annual Support for Sensus Meter	1,801.17
07/21/2021	16723	Babcock Laboratories, Inc	Lab for Water & Sewer	2,344.10
07/21/2021	16724	Central Communications	Monthly Answering Services	136.84
07/21/2021	16725	CR&R Incorporated	Monthly Services for Trash Fee	273.05
07/21/2021	16726	Forshook	Repair The Scada System	1,312.00
07/21/2021	16727	Four Seasons Cleaning Services	Ful Services to the office June	280.00
07/21/2021	16728	Idyllwild Water District	To be Deposit at Hemet Bank For Payroll	36,000.00
07/21/2021	16729	Monjaras & Wismeyer Group Inc	HR Consulting	1,215.00
07/21/2021	16730	Staples Credit Plan	Monthly Charge	125.74
07/21/2021	16731	Inland Water Works Supply Co.	Water Supplies	642.92
07/21/2021	16732	ACWA/JPIA	Workers Comp from 4/1-6/30/2021	2,521.82
07/21/2021	16733	S.C.E.	Eclectic Monthly Charge	608.20
07/21/2021	16734	T-Mobile	Monthly Charge	20.00
TOTAL DISTRICT WARRANTS				\$238,627.08
OTHER DISBURSEMENTS:				
TOTAL PAYROLL				\$69,200.00
L.A.I.F. ELECTRONIC TRANSFERS				\$0.00
BANK SERVICE CHARGES AND FEES				\$258.00
TOTAL DISTRICT WARRANTS & OTHER DISBURSEMENTS				\$308,085.08
BANK SERVICE CHARGES AND FEES				\$240.00
TOTAL DISTRICT WARRANTS & OTHER DISBURSEMENTS				\$664,089.83

Idyllwild Water District

Water System Schematic For Operations Report

July 2021



System Loss

	C.F.
Total System	1,274,316
Total Usage	1,271,067
Loss	3,249
Loss %	0.3%

Conservation Stage

Month	Stage
July	2 - 60%
June	2 - 56%
May	2 - 55%
April	1 - 47%
March	1 - 43%
February	1 - 38%



General Manager Report

August 18, 2021



Horizontal Wells



Horizontal Wells



Horizontal Wells



Horizontal Wells



Foster Lake Dam Inspection

INSPECTION OF DAM AND RESERVOIR IN CERTIFIED STATUS

Name of Dam Foster

Dam No. 827

Date of Inspection 5/27/21

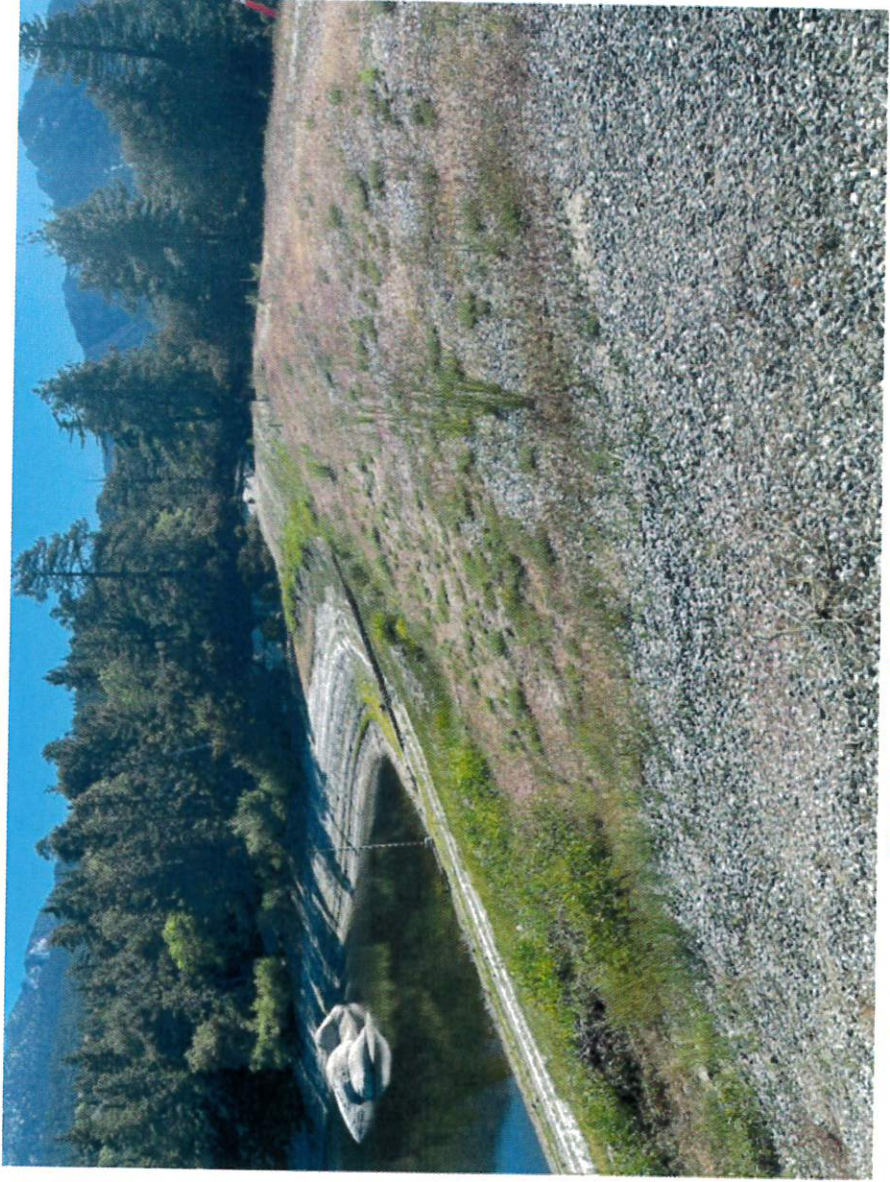


Photo 2: View of the Main Dam's upstream slope.

* Inspected on
May 27, 2021

* Passed
Inspection

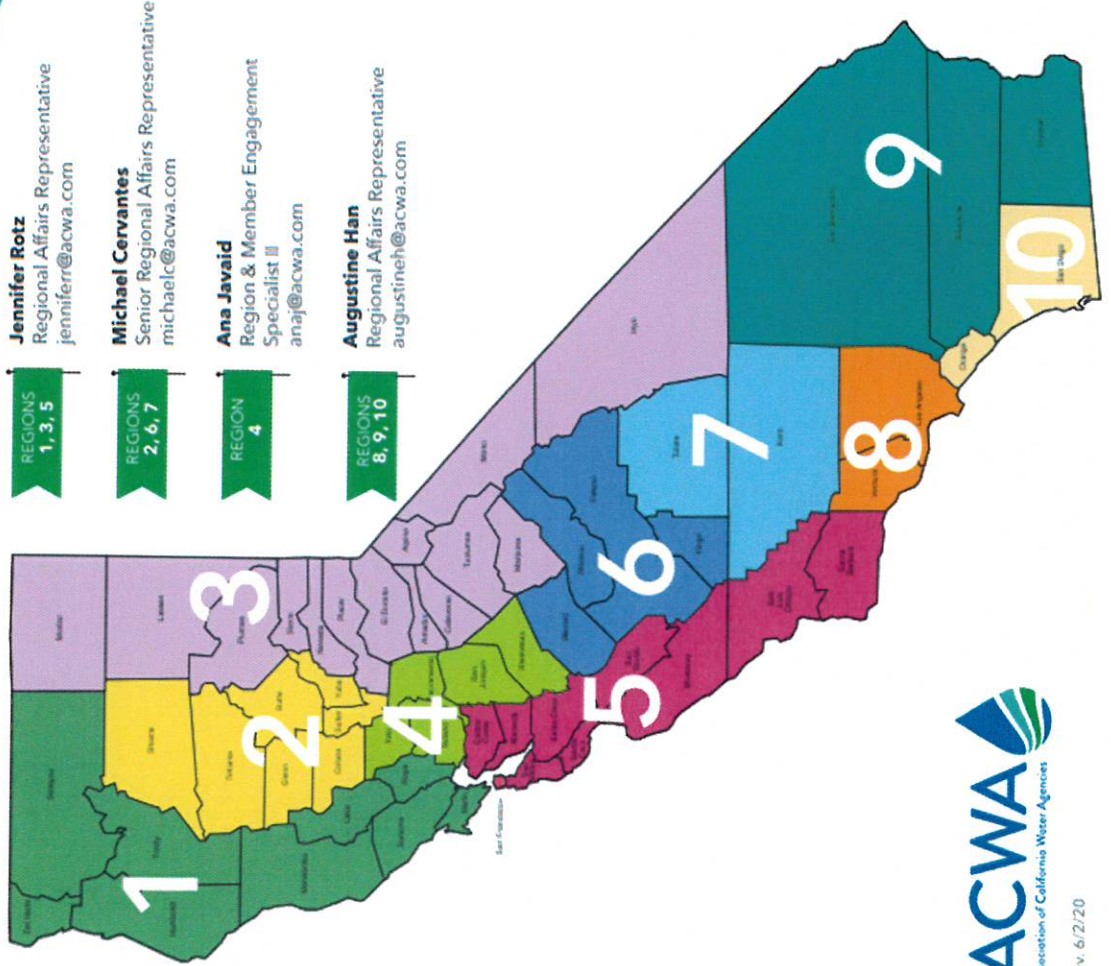
* Clear woody
vegetation on
upstream slope
by Nov. 1, 2021

* Continue
Ongoing
Rodent Control



REGION MAP

www.acwa.com



IWD is in ACWA Region 9



Rev. 6/2/20

Governor Newsom Executive Order N-08-21

*** Water & wastewater arrearages set to end on
September 30, 2021**



SB 129 – Budget Act of 2021 COVID-19 Related Arrearages Relief

- * Sponsored by Senator Skinner (D) with support of ACWA & California Municipal Utilities Association (CMUA)**
- * \$3,033,000 for water & wastewater related items**
- * \$985M to State Water Board to address COVID-19 related water and wastewater arrearages**



Search this website



CA COVID-19 RENT RELIEF

Apply Now

Program Overview

Get Help

Resources

Local Governments/Tribes

Dashboard

Qualifying renters and landlords are now eligible for 100% of rent and utilities owed.

CA COVID-19 RENT RELIEF

AYUDA CON LA RENTA DE COVID-19 DE CALIFORNIA

加州新冠病毒 租房援助

가주 코로나-19 임대료 지원

Chương trình trợ giúp thuê nhà trong đại dịch Covid-19 của California

COVID-19 PALUWAGAN SA RENTA SA CA

Need help with unpaid rent or utilities?

The CA COVID-19 Rent Relief program provides financial assistance for rent and utilities to income-eligible California renters and their landlords who have been impacted by COVID-19.

Both renters and landlords can apply for assistance.

Depending on the address of your rental property, you may be eligible for a local program. Click **Apply Now** to determine which program is right for you.

APPLY NOW



Have you already started an application? **Click here to continue** or refer to the email you received when you started your application.

SB 323 – Water & Sewer Rates

- * Sponsored by ACWA & Senator Anna Caballero (D)
- * Bill provide additional legal protections to water and sewer agencies by creating a 120-day statute of limitations for water and sewer rates
- * A lawsuit cannot be filed against the rate structure more than 120 days after the rates become effective
- * 81 water suppliers throughout California are currently defendants in a Proposition 218 class action lawsuit filed early last year



SB 427 – Penalties for Water Theft

- * **Sponsored by Elk Grove Water District, ACWA & Senator Susan Talamantes Eggman (D)**
- * **It allows fines for the first violation to be 10 times larger than what previously existed**
- * **In addition to posing health risks, water theft makes it more difficult for water agencies to accurately account for the water being used by their ratepayers**
- * **The revenue lost from water theft can be passed on to paying customers, having a negative impact on water affordability**



Meter Modification or Replacement Status Update

- * Four companies submitted bids
- * Staff is providing additional information as requested
- * Staff is evaluating the three proposals
- * Staff will provide a recommendation at the next Board meeting



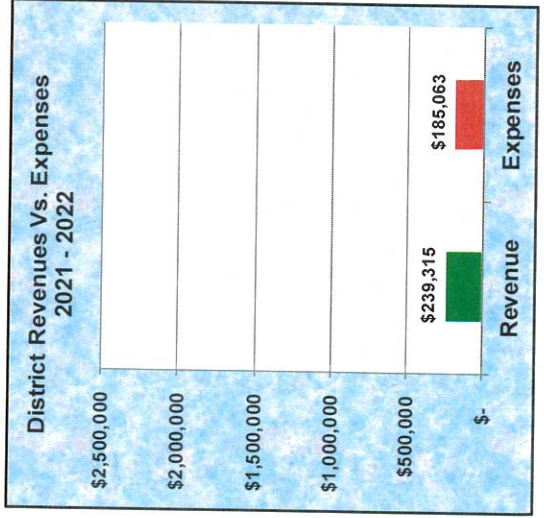
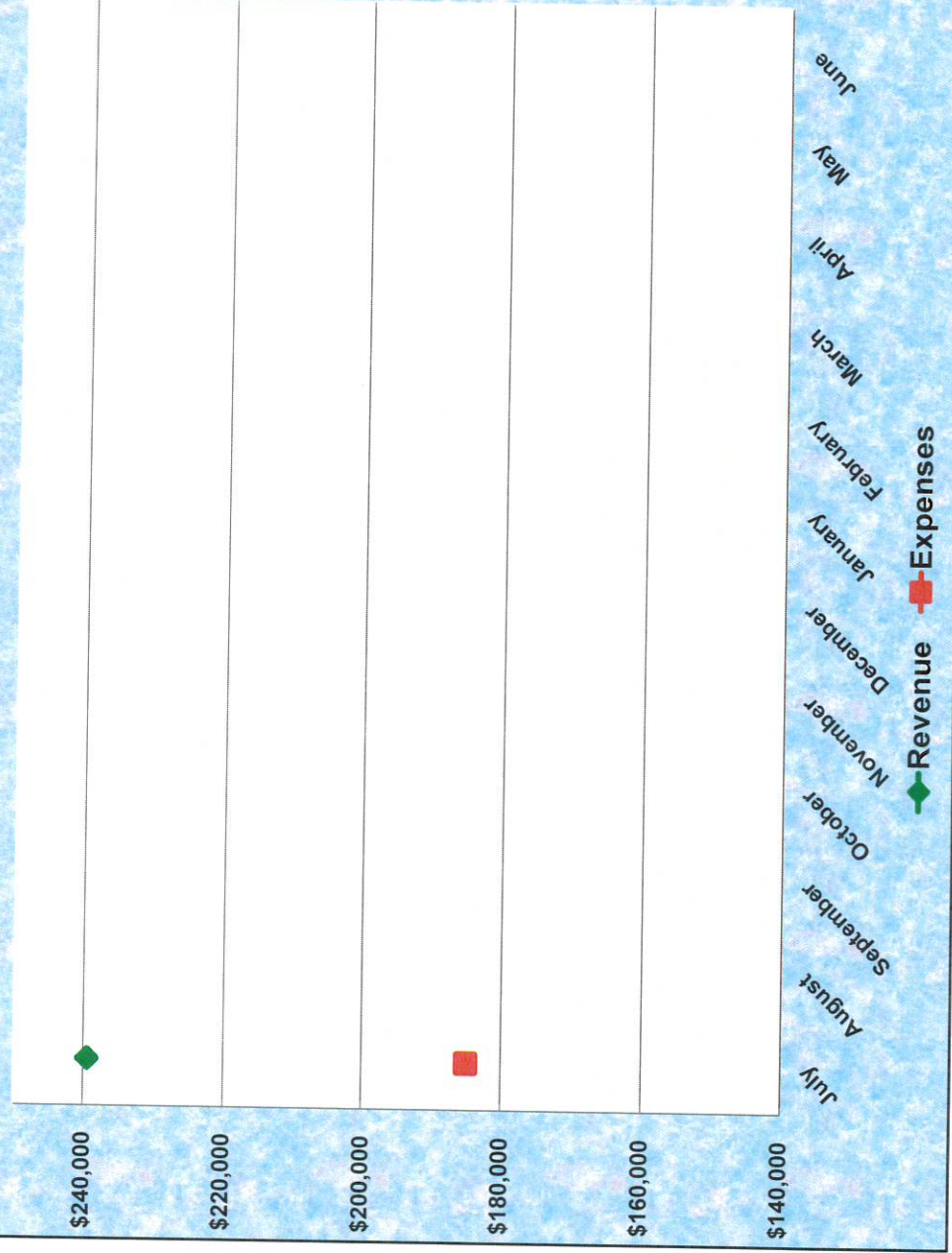
District Revenues Vs. Expenses

FY 2021 - 2022

District Revenues vs. Expenses		
2021 - 2022	Revenue	Expenses
July	\$ 239,315	\$ 185,063
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
June		
Total	\$ 239,315	\$ 185,063

District Revenues Vs. Expenses

2021 - 2022

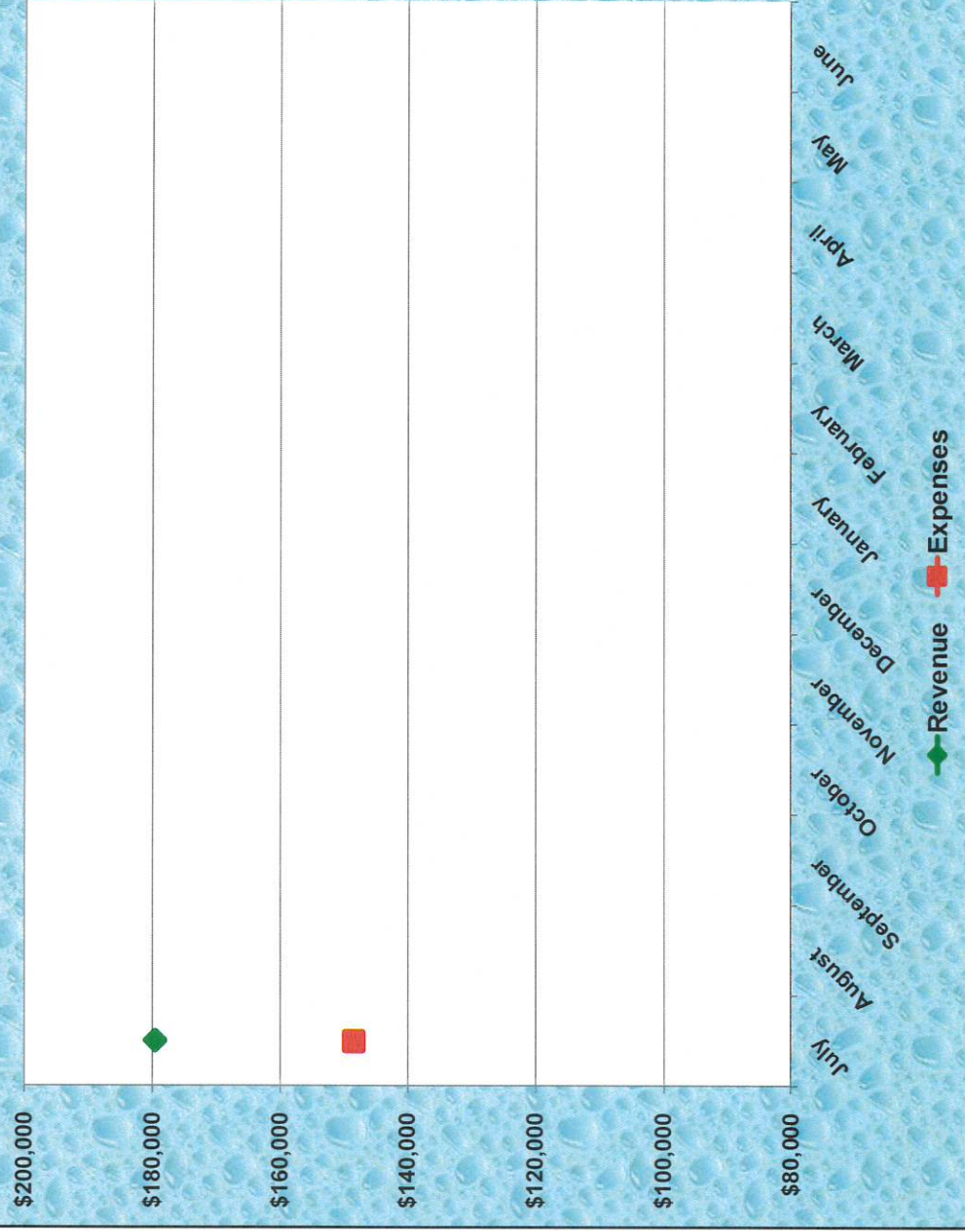


Water Revenues Vs. Expenses

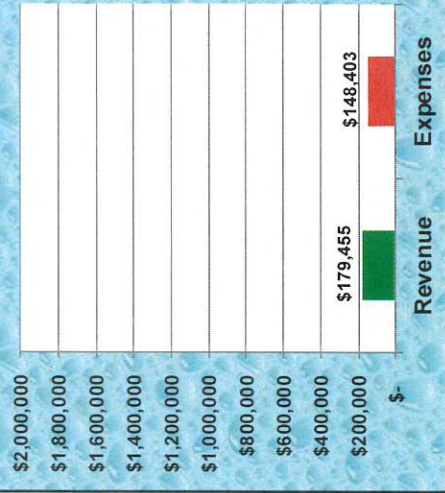
FY 2021 - 2022

Water Revenues vs. Expenses		
2021 - 2022	Revenue	Expenses
July	\$ 179,455	\$ 148,403
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
June		
Total	\$ 179,455	\$ 148,403

Water Revenues vs. Expenses 2021 - 2022



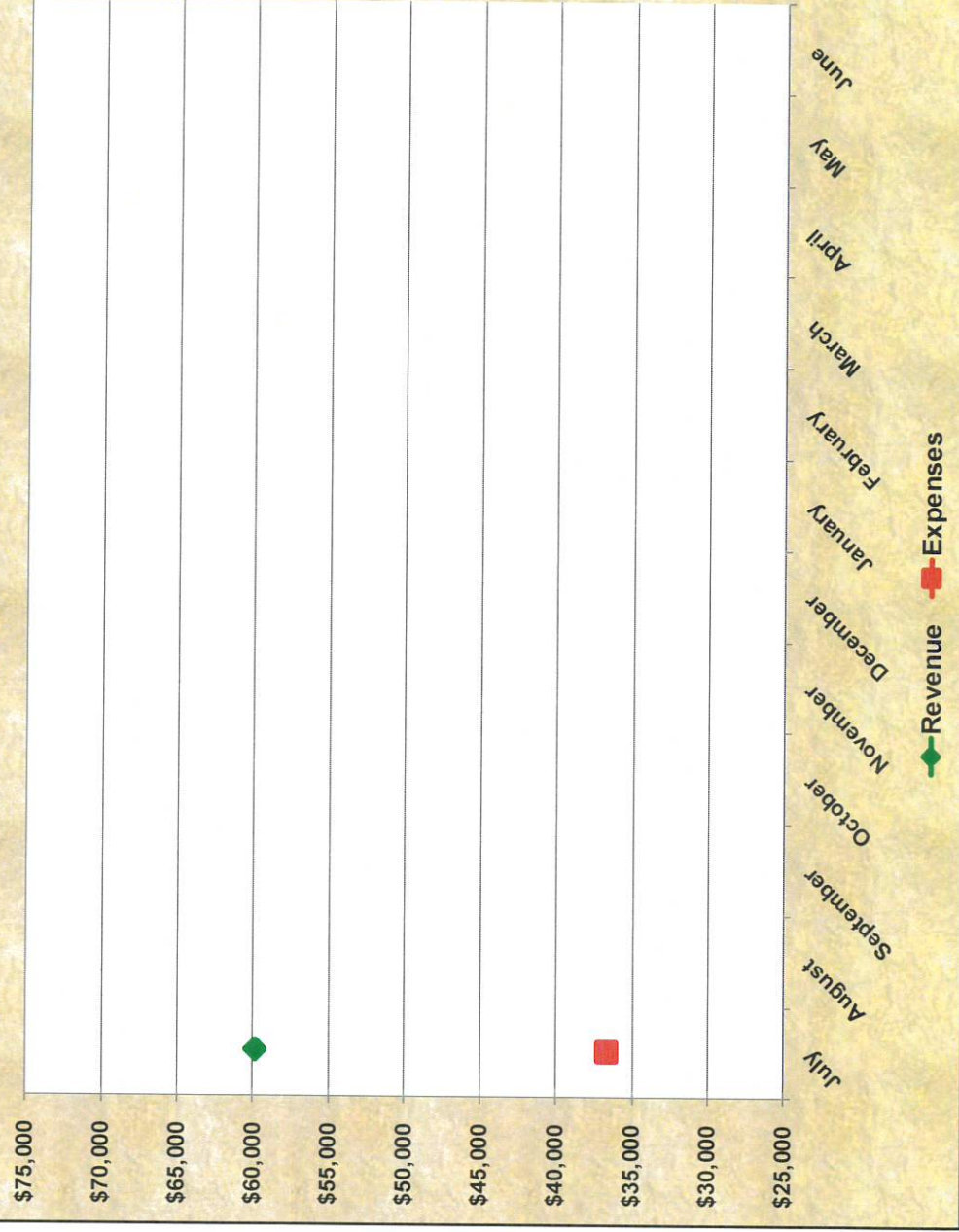
Revenues vs. Expenses 2021 - 2022



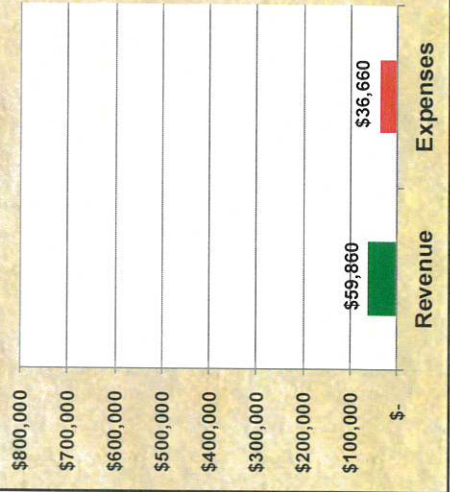
Wastewater Revenues Vs. Expenses FY 2021 - 2022

WW Revenues vs. Actual Expenses		
2021 - 2022	Revenue	Expenses
July	\$ 59,860	\$ 36,660
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
June		
Total	\$ 59,860	\$ 36,660

WW Revenues vs. Expenses FY 2021 - 2022

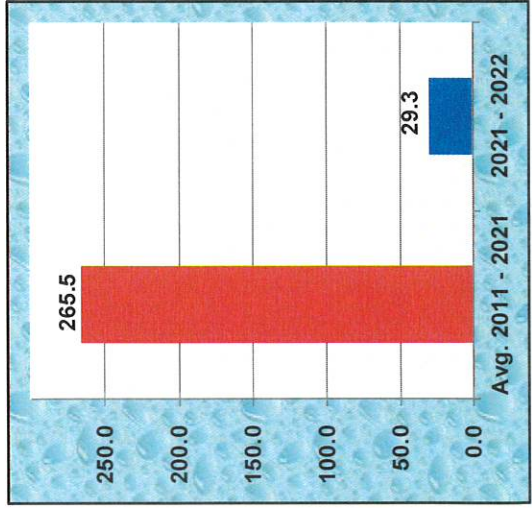
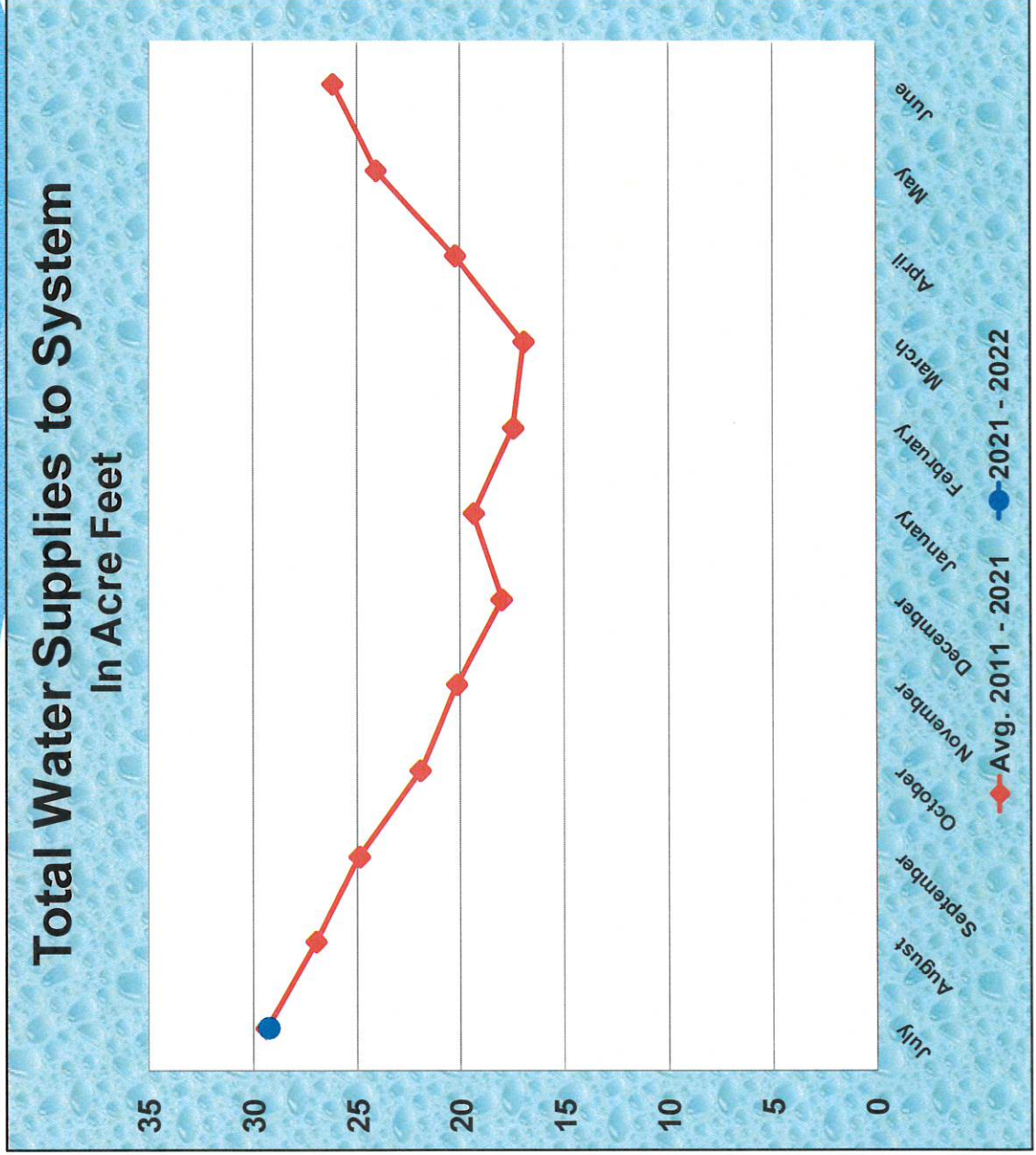


WW Revenues vs. Expenses 2021 - 2022



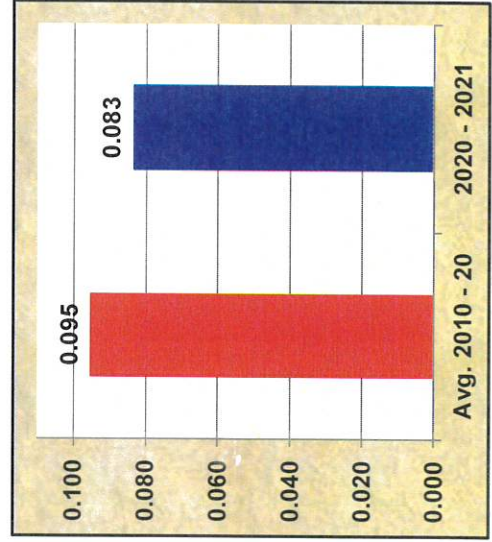
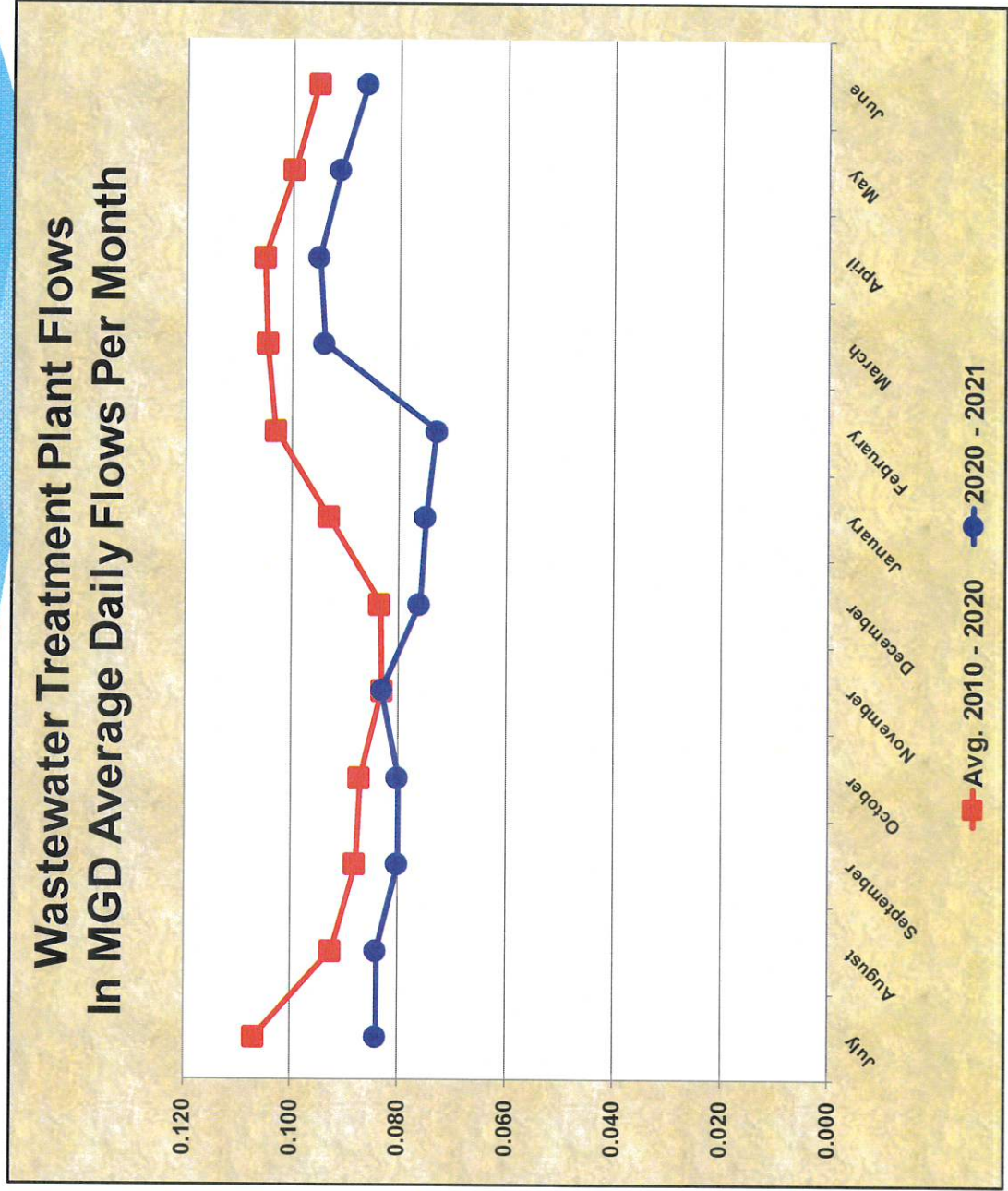
Total Water Supplies to System In Acre Feet

Total Water Supplies To System		
Fiscal Year	Avg. 2011 - 2021	2021 - 2022
July	29.4	29.3
August	27.0	
September	24.9	
October	21.9	
November	20.2	
December	18.0	
January	19.4	
February	17.5	
March	16.9	
April	20.2	
May	24.1	
June	26.1	
Total	265.5	29.3



Wastewater Treatment Plant Flows In MGD Average Daily Flows Per Month

Month	Avg. 2010 - 2020	2020 - 2021
July	0.107	0.084
August	0.092	0.084
September	0.088	0.080
October	0.087	0.080
November	0.083	0.083
December	0.083	0.076
January	0.093	0.075
February	0.103	0.073
March	0.105	0.094
April	0.105	0.095
May	0.100	0.091
June	0.095	0.086
Average	0.095	0.083

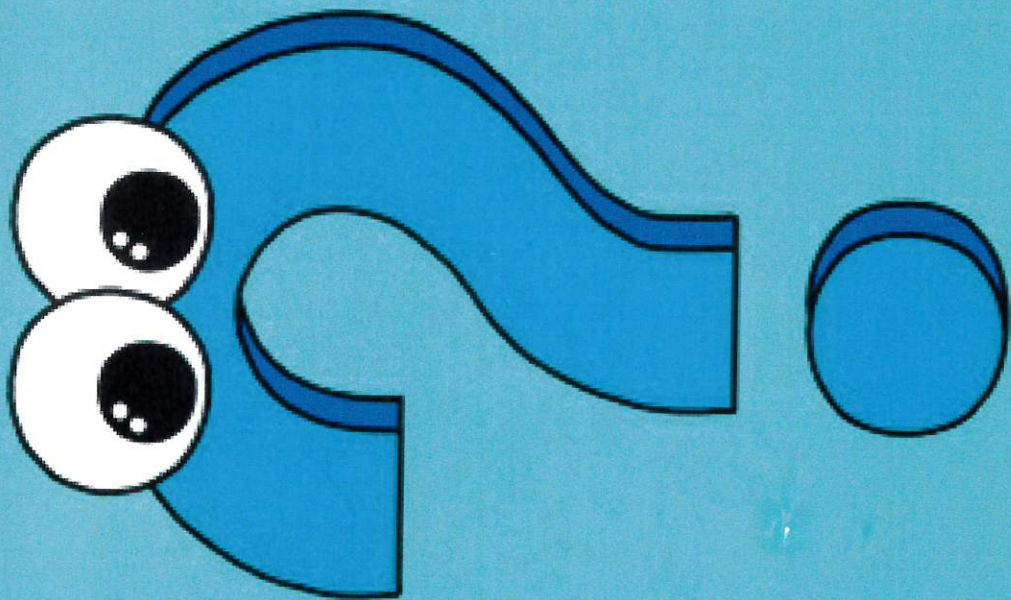


Overview

- * **Strawberry Creek Pipeline Project**
 - * Evaluating opportunities with landowners
- * **Project in process**
 - * Well Static Study
 - * Staff Workload Study
- * **WWTP Project**
 - * Board Room
 - * Meter Replacement



Questions





IDYLLWILD WATER DISTRICT

Memo

To: Board of Directors
From: Leo Havener, General Manager
Date: August 18, 2021
Subject: Item 2 – Water and Sewer Rules

Background:

Staff was directed to bring this item to the Board as a discussion item, with possible direction to staff.



IDYLLWILD WATER DISTRICT

Memo

To: Board of Directors
From: Leo Havener, General Manager
Date: August 18, 2021
Subject: Item 3 – Employee Manual

Background:

Staff was directed to bring this item to the Board as a discussion item, with possible direction to staff.



IDYLLWILD WATER DISTRICT

Memo

To: Board of Directors

From: Leo Havener, General Manager

Date: August 18, 2021

Subject: Item 4 – WWTP Preliminary Engineering Report V.1 And Approval of Professional Services Agreement, Task Orders IWD-01 & IWD-02

Recommendation:

Board of Directors will consider moving forward with the planning, engineering and construction of a new Wastewater Treatment Plant (WWTP) and approve the following:

- Specialized Utility Services Program, Inc. – Professional Services Agreement
- Task Order: IWD-01, Dated: 6/30/2021
- Task Order: IWD-02, Dated: 7/15/2021

Background:

Providing a WWTP that effectively and safely protects water quality and meets regulations for Idyllwild rate payers is paramount.

Idyllwild Water District (IWD) WWTP has been in operation for 50 years and now exceeds its designed life. The WWTP was constructed in 1966 and became operational in 1971.

The WWTP is an active sludge plant with a capacity of 0.25 MGD. Major components of the WWTP include the headworks, equalization tank, aeration tank with clarifier and aerobic digester, RAS / WAS pumping system and centrifugal blowers, spray fields and percolation ponds, and sludge drying beds.

Along with the WWTP exceeding its designed lifespan, the WWTP has no redundancy, has, on a few occasions, exceeded permit requirements, and has a lack of SCADA controls. The

three issues mentioned are the primary needs of the WWTP facility.

The key goals to guide the project design are as follows:

1. Upgrade WWTP to meet the effluent quality criteria laid out in the NPDES permit
2. Fully integrate a SCADA system for better system monitoring and control, including remote access to status and data
3. Provide redundancy in secondary treatment system
4. Capacity to operate treatment through a NOAA 100 year storm
5. Provide adequate treatment capacity over the plant design life
6. Maintain cost efficiency and operational simplicity of the current WWTP
7. Consider future expansion of the WWTP via system scalability and conscientious layout
8. Overall, Develop a 50 year facility design life and consideration for maintenance and replacement of subsystems with shorter functional durations

The current WWTP project consists of the following upgrades:

- Headworks to include grit removal; additional flow bypass alternatives
- Add additional equalization for heavy precipitation events
- Provide two new secondary treatment bioreactors
- Provide sludge holding tank and new sludge handling system
- New SCADA system to integrate controls for the entire plant site
- New generator and automatic transfer switch for standby power

Staff has selected USBF manufactured by ECOFluid Systems as the secondary treatment process. See Figure 8 below.

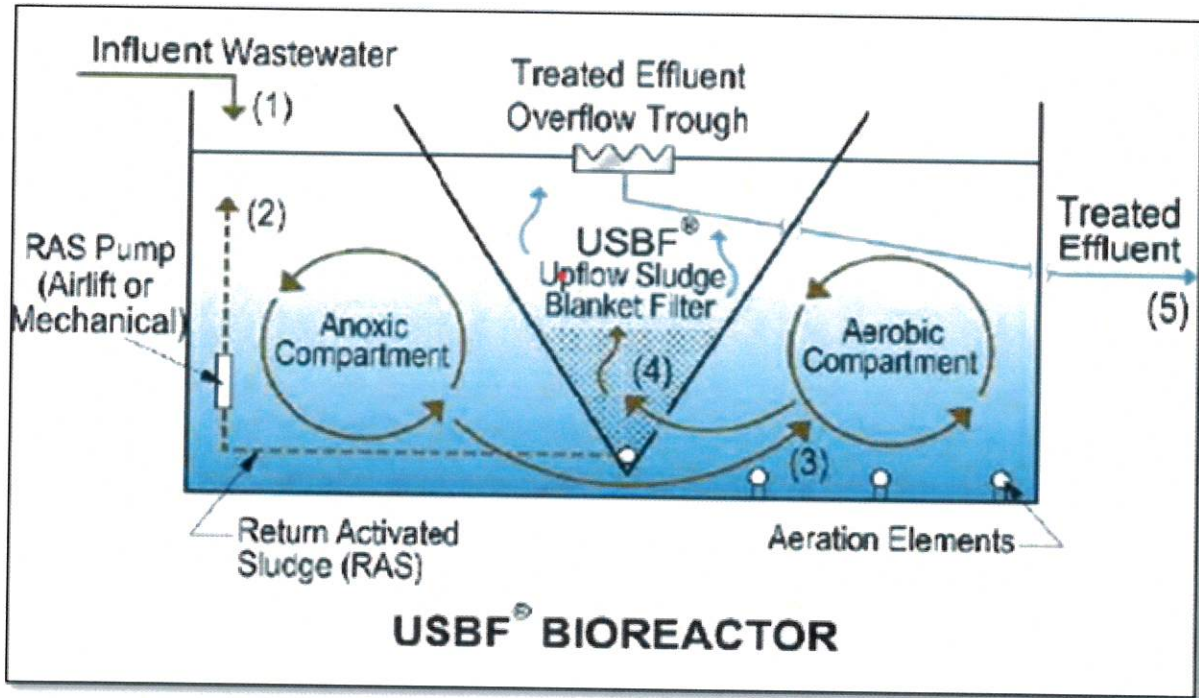


Figure 8: Process Flow for USBF[®] Reactors (Source: ECOFluid)

The existing WWTP site does not have sufficient room for the new proposed treatment units. Additional lands, approximately on quarter acre, will need to be purchased to allow for the project upgrades. See Figures 9, 3, and 2 below.

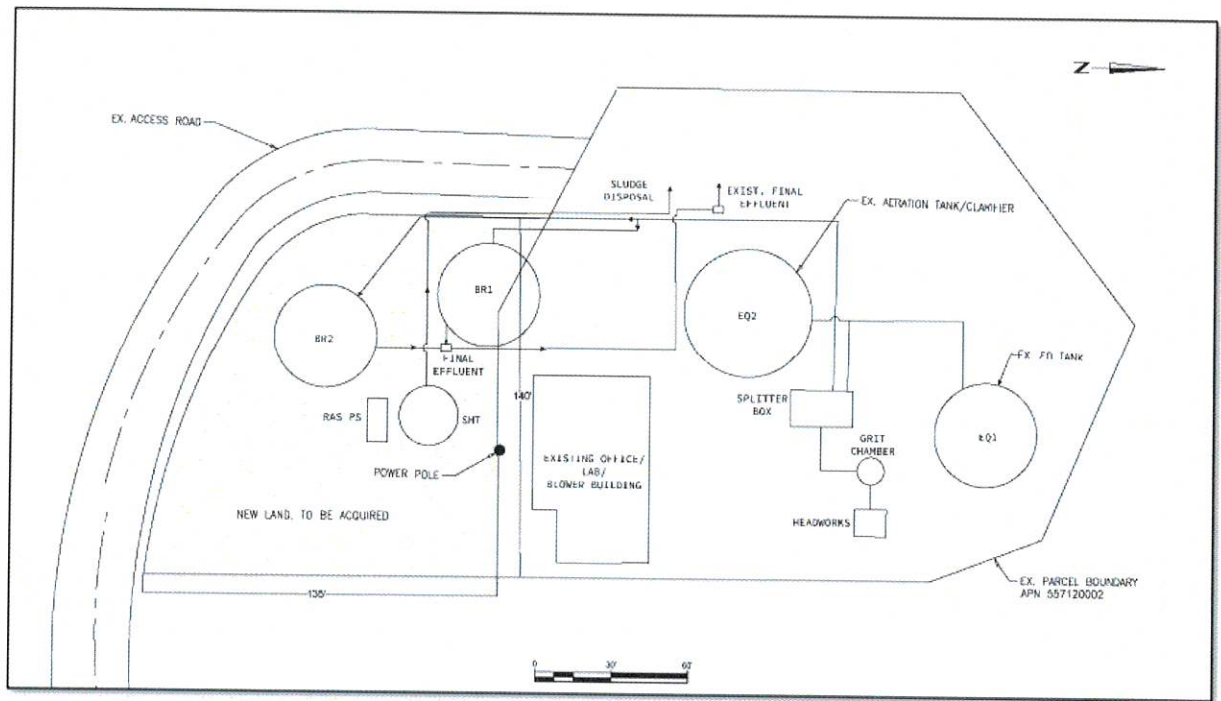


Figure 9: Proposed Site Layout

A geological study is needed to determine the general surface and subsurface conditions of the proposed site.

It is expected that a CEQA initial study / mitigated negative declaration (IS/MND) will be required.



Figure 3: IWD WWTP Map



Legend

Proposed Facility Locations
 Existing WWTP
 Proposed Land Acquisition
 Roads

Dewberry | drake haglan

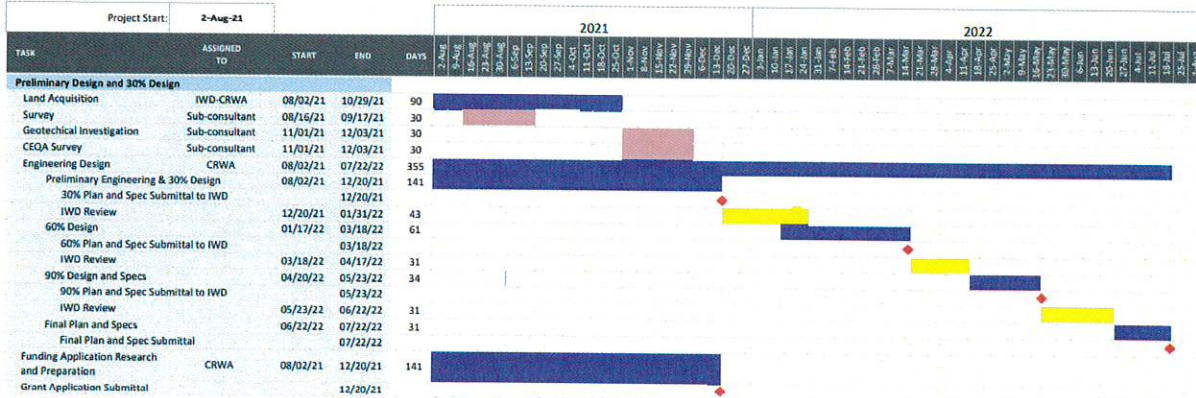
	Source: ESRI Online Basemap, World Imagery (Clarity) Map, Riverside County, Coordinate System NAD 83 State Plane 6 California FIPS 5002 Feet Notes: This map was created for informational and display purposes only.	Idyllwild WWTP Replacement Project Idyllwild, CA	Project Location Map	Figure 2
--	---	---	--	-----------------

The WWTP project planning phase is expected to last approximately 51 weeks and be completed in July 2022.

IDYLLWILD WASTEWATER TREATMENT PLANT UPGRADES

IDYLLWILD WATER DISTRICT

PROJECT SCHEDULE



Fiscal Impact:

The cost to complete planning and construct the WWTP project is estimated to be \$5,766,000. Breakdowns of project costs are as follows:

California Rural Water Association Conceptual Level Project Planning & Construction Estimate

Owner: IDYLLWILD WATER DISTRICT
Project: WASTEWATER TREATMENT PLANT UPGRADES

Date: 7/14/2021
Prepared By: AB / NT

No.	Item	Quantity	Unit	Unit Cost	Cost
1	Mobilization / Demobilization	10%	LS	-	\$340,000
2	Planning, Design, and Land				
i	Design and Engineering Planning Services	7.5%	LS	-	\$291,000
ii	Surveying, Title Report, Parcel Description	1	LS	\$21,600	\$21,600
iii	Geotechnical Survey and Report	1	LS	\$16,200	\$16,200
iv	CEQA Documentation	1	LS	\$45,400	\$45,400
v	Land Acquisition	1	LS	\$16,700	\$16,700
3	Site and Facilities Project Work				
i	Yard Grading	1	LS	\$59,400	\$59,400
ii	Yard Piping	1	LS	\$168,200	\$168,200
iii	Headworks, incl. Grit Removal System and Splitter Box	1	LS	\$289,500	\$289,500
iv	Demolition	1	LS	\$43,200	\$43,200
v	EQL Pump Station	1	LS	\$297,200	\$297,200
4	Secondary Treatment				
i	Concrete Tanks	1	LS	\$623,100	\$623,100
ii	Process Equipment - Clarifiers, Diffusers, Pumps, Blowers, Sensors	1	LS	\$883,100	\$883,100
5	Electrical, Instrumentation, and Controls				
i	SCADA	1	LS	\$454,000	\$454,000
ii	Electrical Power	1	LS	\$270,200	\$270,200
iii	Back up Power, Generator, and ATS	1	LS	\$313,400	\$313,400
6	Construction Management and Inspection	1	LS	\$302,600	\$302,600

NOTES:
10% of construction costs, ex. management
Incl. electrical, structural, 100% design plans and specs
Contractor work separate from supplier package
Custom supplier package, or equal
Also installed by Contractor
Includes bid support, cert. payroll

SUB-TOTAL ESTIMATED PROJECT COST = \$4,435,000
PRE-DESIGN LEVEL CONTINGENCY @ 30% = \$1,331,000
ESTIMATED PROJECT COST: \$5,766,000

IWD is eligible and currently in line for the second round of Santa Ana Watershed Project Authority (SAWPA) grant funding for construction projects. Funding is anticipated to be released in 2022 and the maximum awarded to each project is estimated to be \$1 million. Also, IWD can seek other funding via a combination of a USDA Rural Utilities grant / loan funds with matching SAWPA grant funds, State revolving funds, private funding, and other sources.

California Rural Water Association (CRWA), Specialized Utility Services Program (SUSP), Inc. Task Order IWD-01 Scope of Work is to provide Funding Support for grants and loan funds with a cost not to exceed \$18,660.

CRWA, SPUP Task Order IWD-02 Scope of Work is for Project Management with a cost not to exceed \$260,970.

Attachments:

- Specialized Utility Services Program, Inc. – Professional Services Agreement
- Task Order: IWD-01, Dated: 6/30/2021
- Task Order: IWD-02, Dated: 7/15/2021

**SPECIALIZED UTILITY SERVICES PROGRAM, INC.
PROFESSIONAL SERVICES AGREEMENT**

This agreement is made and entered the ____ day of _____, 2021, by and between Specialized Utility Services Program, Inc., a California corporation and wholly-owned subsidiary of California Rural Water Association, with offices at 1234 North Market Boulevard, Sacramento, CA 95834, hereinafter referred to as "CONSULTANT", and the Idyllwild Water District, located at 25945 Highway 243, Idyllwild, CA 92549, hereinafter referred to as "CLIENT." CONSULTANT and CLIENT may be individually referred to herein as a "party" and jointly as the "parties."

The parties do hereby mutually agree as follows:

1. Services.

On the terms and conditions hereinafter set forth, CLIENT retains CONSULTANT to perform technical water utility related and general engineering consulting services on an "On-Call" basis (the "Services"). The Services to be performed shall be described in individual specific scopes-of-work, hereinafter referred to as "Task Orders", and are to be performed in accordance with agreed-upon schedules as set forth in the "Task Orders" issued by CLIENT to CONSULTANT. Each Task Order shall be construed as part of and be consistent with all other terms and conditions of this agreement.

2. Compensation for Services Performed.

An estimated budget for each Task Order shall be included in each Task Order form and agreed to by CLIENT and CONSULTANT prior to the commencement of work, as set forth in the applicable Task Order. CLIENT shall pay CONSULTANT for

performance of the services on a direct cost basis within the maximum budget of each Task Order. For purposes of this Section 2, "costs" shall include labor costs and other direct costs (including, but not limited to, reproduction, shipping, mileage, lodging, and reasonable per diem). Total Compensation shall be calculated as the total number of hours of service multiplied by the applicable hourly rate for the service rendered, plus the total reimbursable costs incurred during the applicable billing period.

3. Invoices and Payment.

Invoices shall be submitted to CLIENT on a monthly basis. CLIENT shall pay all undisputed invoice amounts within 30 days following receipt of an invoice. Payments shall be remitted to: 1234 North Market Boulevard, Sacramento, CA 95834.

4. Representations and Acknowledgments. Each party represents to the other that:

a. The execution, delivery, and performance of this Agreement is duly authorized by all necessary actions on the part of each obligated party and the agreement is binding on any such obligated party;

b. The execution, delivery, and performance of the duties under this Agreement by any such obligated party shall not, as of the date this Agreement is entered, violate any provision of law, nor will it conflict with or result in a breach of any of the terms or conditions of, or constitute a default under any indenture, mortgage, agreement, or other instrument to which the obligated party is also obligated, where such conflict, breach, or default would have a materially adverse effect on the business operations or financial condition of such party or on its ability to perform its obligations under this Agreement;

c. To the best of each party's knowledge, as of the date this Agreement is entered, there are no actions, suits, or proceedings pending against or involving such party, and to the best of its knowledge, there are no actions, suits, or proceedings threatened against such party, which might have a materially adverse impact on the business operations or financial conditions of such party or on its ability to perform its obligations under this agreement; and

5. CLIENT'S Obligations.

a. CLIENT shall grant or cause to be granted to CONSULTANT access to all locations as necessary for performance of the Services under this Agreement;

b. CLIENT shall furnish or cause to be furnished to CONSULTANT all documents and information known to CLIENT that reasonably relate to the Services. CLIENT specifically represents to CONSULTANT that such information is accurate to the best of the CLIENT's knowledge;

c. Unless noted otherwise, CLIENT shall pay, or reimburse CONSULTANT the cost of all necessary approvals, permits, licenses, easements, and consents necessary for performance of the services.

d. CLIENT shall have sole ownership and responsibility for all hazardous or toxic substances found or identified at any location at which CONSULTANT performs services under this Agreement. CLIENT shall have the sole responsibility for the treatment, temporary storage, transport, and disposal of all hazardous or toxic substances found or identified at any location at which CONSULTANT performs Services under this Agreement.

6. CONSULTANT's Obligations.

a. CONSULTANT shall perform the Services with the standard of care, skill, and diligence normally provided by a professional person or firm in the performance of services similar to the Services at the same time, under similar conditions, and in the same or a similar locality. This commitment is in lieu of all other warranties either express or implied.

b. CONSULTANT shall advise CLIENT about the status of the Services and will make reasonable efforts to coordinate its activities with CLIENT, the property owner, and any government agency having regulatory oversight over the underlying activities.

c. CONSULTANT shall accommodate other CLIENT activities at the site. CONSULTANT shall designate an authorized representative to be available for consultation, assistance, and coordination of activities.

7. Confidentiality.

a. To the extent permitted by law (particularly including the California Public Records Act, codified at Government Code Sections 6250 et seq.), each party shall keep confidential all business and technical information identified as "Confidential" and obtained from the other party in connection with the performance of the Services. Any such information shall be labeled "Confidential" and shall be retained in a separate part of the materials comprising this agreement. Neither party shall disclose such information without the other party's consent except to the extent required by (1) the performance of the Services; (2) compliance with the professional conduct standards for preservation of the public safety, health, or welfare; or (3) compliance with any court order or other governmental directive, including requests from government agency

having regulatory oversight over the underlying activities. In the event that there is a request for materials that are identified as "Confidential", the party receiving such request shall promptly notify the party claiming confidentiality, so that the party claiming confidentiality may take appropriate action to protect the claimed confidentiality. The party receiving the request shall not be obligated to take any action to protect the claimed confidentiality, other than notifying the party claiming the confidentiality.

b. Notwithstanding the immediately preceding paragraph, with CLIENT consent, CONSULTANT may include CLIENT's name and a general description of the Services to be provided, including narrative and photographic representations of the Services, in general informational presentations made by CONSULTANT for the promotion of its expertise and experience.

c. The obligations created by this Section 7 shall survive the termination or expiration of this agreement.

8. Ownership of Documents.

All reports, drawings, specifications, and other work products produced under this Agreement, and any materials or documents purchased by CONSULTANT, the cost of which is charged to this Agreement, shall become the property of the CLIENT. The obligations created by this Section 8 shall survive the termination or expiration of this agreement.

9. Insurance.

CONSULTANT now carries and will continue to carry during the term of this agreement the following insurance types and minimum coverages:

- a. Worker's compensation and Occupational Disease Insurance to comply with the laws of the State of California.
- b. Comprehensive General Liability Insurance covering activities performed under this agreement, including coverage of liability assumed in this Agreement, with minimum limits of \$1,000,000 (ONE MILLION DOLLARS) for bodily injury for each occurrence and \$1,000,000 (ONE MILLION DOLLARS) for property damage for each occurrence.
- c. Automobile Liability Insurance covering all non-owned and hired motor vehicles used in connection with the Engagement Services with \$2,000,000 (TWO MILLION DOLLARS) combined single limit for bodily injury and property damage liability.
- d. Professional Errors & Omissions/Pollution Liability Insurance with minimum limits of \$1,000,000 (ONE MILLION DOLLARS) for each claim and \$2,000,000 (TWO MILLION DOLLARS) aggregate.
- e. CLIENT shall be named as an additional insured on all of the insurance policies required by this Section 9. At CLIENT's request, CONSULTANT shall furnish CLIENT certificates evidencing the required coverages and identifying CLIENT as an additional insured.

10. Indemnification.

a. Except as otherwise provided in this Section 10, CONSULTANT shall indemnify and hold harmless CLIENT from and against any and all liability for bodily injury (including death) or third-party property damage to the extent such injury or damage results from CONSULTANT's negligence in connection with and during its performance of the Services, except to the extent such liability results from CLIENT's negligence or intentional misconduct.

b. CLIENT shall indemnify and hold harmless CONSULTANT from and against any and all claims, demands, losses, penalties, fines, and causes of action (including reasonable attorney fees and court costs) arising from or relating to CLIENT's negligence or contractual breach including any noncompliance with the obligations as set forth in Section 5 herein, except to the extent such liability results from CONSULTANT's negligence or intentional misconduct.

c. Each Party shall hold harmless the other Party from and against any and all liability, costs, expenses, damages, claims, suits, or demands for which the Party is solely or may become solely liable on account of bodily injury, disease, or death suffered by any employee of the other Party in connection with the performance of the Services under this Agreement. Each Party shall bear the risk of loss or damage to its own equipment, materials, supplies, structures, or property.

d. CLIENT acknowledges that CONSULTANT has not created, generated, or contributed to the generation or existence of any hazardous or toxic material, or any other type of environmental hazard, contamination or pollution, whether latent or

patent, or the release thereof, or the violation of any law or regulation relating thereto, prior to the date on which the performance of services is commenced hereunder (collectively referred to as "Preexisting Conditions"). Accordingly, except to the extent covered by the "Scope of Work" herein, or where the injury is solely caused by a failure of CONSULTANT's obligations under Section 6 of this Agreement, CLIENT shall defend (with counsel approved by CONSULTANT) protect, indemnify, and hold harmless CONSULTANT and its employees against all claims, demands, losses, penalties, fines, and causes of action of every kind and character, whether based on contract, tort (including negligence), statute, or regulation (including reasonable attorneys and court costs) arising from or relating to preexisting conditions.

CONSULTANT shall have the right, at its sole expense, to join in the defense of any action in which it is made a defendant.

e. The obligations created under this Section 10 shall survive the termination or expiration of this Agreement,

11. Non-Discrimination Clause.

a. During the performance of this Agreement, CONSULTANT and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, military and veteran status, or any other protected class under state or federal law.

b. The CONSULTANT, its contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

c. The CONSULTANT, its contractors, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

d. The CONSULTANT, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

e. The CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

12. Limitation of Liability.

a. Neither party hereto, nor any of its affiliates, subcontractors, or vendors at any tier, shall be liable to the other party or its affiliates, subcontractors, or vendors for any loss of profit, loss of product, loss of use, or for any other indirect, consequential, or special damages, even if the claimed injury is caused by the sole or concurrent negligence of such party and even if advised of the possibility thereof.

b. CLIENT agrees that in consideration of this Agreement and the comparative levels of risk taken, all claims for indemnification or contribution shall be limited to the amounts and coverages listed in the insurance provisions in Section 9 herein. All claims against CONSULTANT shall be deemed waived unless made by

CLIENT in writing and received by CONSULTANT within six months after CONSULTANT has completed that portion of the Engagement Services with respect to which the claim is made.

c. Any limitation on or exculpation from liability afforded CONSULTANT by this Agreement shall be applicable regardless of whether the action or claim is based on contract, tort (including negligence), statute, strict liability or otherwise and shall likewise limit the liability of CONSULTANT, its affiliates, subcontractors, and vendors of any tier and their respective officers, agents, and employees.

d. There are no third-party beneficiaries of this Agreement and no third party may rely upon obligations or representations herein or on the findings of any report produced hereunder.

e. The obligations created under this Section 12 shall survive the termination or expiration of this Agreement.

13. Changes in Performance.

a. CLIENT may at any time, by written order, make changes within the general scope of the Services contemplated by this Agreement and any Task Order issued hereunder, in any one of the following areas:

- (1) Specific services to be performed;
- (2) Specific deliverables;
- (3) Schedule for completion and delivery of product.

b. If any changes requested pursuant to paragraph a. of this Section 13, or otherwise pursuant to any other provision of this Agreement, results in an increase or decrease in the costs of providing those services or in the time required to perform

those services, an equitable adjustment shall be made in the (1) Price; (2) Schedule; and, (3) in such other provisions of this agreement as may be appropriate, and this Agreement shall be modified in writing accordingly.

c. It is further understood that field conditions may dictate changes in the Services to be performed, and those services may be required to be performed by written change order from CLIENT prior to an agreement on price, schedule or other relevant provisions of this Agreement. Reimbursement for such activities shall be on a time and materials basis in accordance with the hourly rates and cost-plus provisions included in Attachment 2, and extensions to the Schedule shall be based on the actual delays and ramifications caused by said changes in field conditions.

14. Independent Contractor.

The Services shall be performed by CONSULTANT under the sole supervision, management, and control of CONSULTANT. CLIENT shall look to CONSULTANT for results only and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's agents or employees in the performance of the Services or as to the manner, means, or methods by which the Services are performed. CONSULTANT shall be an independent contractor of CLIENT and not an employee, and no such employment relationship is intended to be created by this Agreement.

15. Force Majeure.

It is agreed that in the event CONSULTANT is rendered unable wholly or in part by force majeure to carry out its obligations hereunder, the obligation of CONSULTANT shall be suspended during the pendency of any inability, and such

inability shall as far as possible be remedied with all reasonable dispatch. The term "force majeure" as used herein shall mean strikes, lockouts or other industrial and labor disturbances, pandemics, acts of public enemies, wars, insurrections, civil disturbances, explosions, earthquakes, fires, severe storms, floods, or orders, restraints, or prohibitions by any regulatory agency, board, department, commission, or court having jurisdiction over CONSULTANT, or any other cause not within CONSULTANT's control.

16. Termination for Default.

If either party:

- (a) Breaches any material obligation under this Agreement;
- (b) Becomes insolvent or otherwise unable to meet its financial obligations;

or,

(c) Is adjudicated as bankrupt, or has an involuntary petition in bankruptcy filed against it;

the other party may terminate this Agreement without any further liability. If this Agreement is terminated pursuant to the provisions of this paragraph, CLIENT shall be obligated to pay for those Services performed and goods received as of the date of the termination, along with the reasonable costs of settling outstanding commitments, including the cost of terminating any subcontracts.

17. Termination for Convenience.

Either party may terminate this Agreement for its own convenience by providing the other party thirty (30) days' prior written notice. Should CLIENT terminate this Agreement pursuant to the terms of this Section 17, CLIENT shall be

obligated to pay for those Services performed and goods received as of the date of the termination, along with the reasonable costs of settling outstanding commitments, including the cost of terminating any subcontracts.

18. Certain Litigation Expenses.

CLIENT acknowledges that, due to unforeseen future circumstances, litigation may result concerning the subject matter of the Services, to which CONSULTANT may not be named as a party, but for which CONSULTANT, as a consultant to CLIENT, may be compelled by court order or subpoena to retrieve and produce documents in its possession, or to provide testimony related to the Services, and that such document production or testimony entails significant costs, for which CONSULTANT may not be wholly reimbursed under the applicable rules of civil or criminal procedure. Therefore, except where CONSULTANT is also named as a party to the underlying action, and where CONSULTANT is found to be partially or wholly liable in the underlying action, CLIENT agrees to reimburse CONSULTANT for any costs incurred as a result of such compelled document production or testimony that are not reimbursed by others, within 60 days after CLIENT receives an invoice for such costs. For purposes of this Section 18, "costs" shall include labor costs and other direct costs (including, but not limited to, reproduction, shipping, mileage, lodging, and reasonable per diem) plus 15% charge on direct expenses. The obligations created by this Section 18 survive the termination or expiration of this Agreement.

19. Waiver.

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing by the party to be bound.

20. Severability.

If any provision or portion of this Agreement is finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and shall be binding on the parties hereto.

21. Notice.

Any notice to be given under this Agreement shall be in writing and shall be deemed to have been given when personally delivered, or sent by overnight courier service, the receipt of which is confirmed by telephone, or mailed by certified mail, return receipt requested and postage prepaid, to the address specified on page 1 of this Agreement.

22. Governing Law; Venue.

This Agreement shall be governed by and in accordance with the laws of the State of California. Venue for any dispute relating to this Agreement shall be in the Riverside County Superior Court.

23. Entire Agreement.

This Agreement is the entire understanding and agreement between the parties and supersedes any previous communications, representations, or

agreements by either party, whether oral or written. This Agreement may be changed only by a written instrument signed by both parties.

24. No Assignment. This Agreement shall not be assigned by CONSULTANT without CLIENT's written consent.

25. Counterparts; Electronic Signatures. This Agreement may be signed in counterparts and shall be deemed to be fully executed when so signed. This Agreement may be signed by electronic signatures or signatures transmitted by e-mail, DocuSign or other electronic means and such electronic signatures shall be deemed as valid as an original "wet" signature.

SPECIALIZED UTILITY SERVICES

IDYLLWILD WATER

PROGRAM REPRESENTATIVE

DISTRICT REPRESENTATIVE

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Task Order: IWD-01

Dated: 6/30/21

Professional Services Agreement, dated _____, 2021
Specialized Utility Services Program (SUSP) and
Idyllwild (Client)

The above referenced Professional Services Agreement between Specialized Utility Services Program and Idyllwild Water District, dated _____, 2021, is hereby modified as follows:

Item A – Scope of Work:

Funding Support

The SUSP team will assist Idyllwild in identifying and determining their eligibility to receive funding from various government sources for design and construction of their Wastewater Treatment Plant Upgrades Project. SUSP has budgeted for 1 virtual meeting via Microsoft Teams between the Client and SUSP staff to review the funding options identified and select a funding source to pursue.

- ***Task Deliverable: Memo to Client Outlining Potential Funding Opportunities, Requirements, and applicability to the project for receiving grant or loan funds – 1 pdf file emailed to the Client.***
- ***Virtual Meeting to discuss Memo and select a funding opportunity to pursue.***

Funding Application

SUSP staff will assist the Client in submitting a funding application for the funding source the Client has selected.

- ***Task Deliverable: Submittal of 1 Funding Application and 1 pdf file emailed to the Client.***

Item B – Schedule:

Project Task Order 01 estimated schedule is as follows:

- | | |
|--------------------------------|-----------------|
| 1. Funding Support: | August 16, 2021 |
| 2. Virtual Meeting: | August 20, 2021 |
| 3. Submit Funding Application: | TBD |

Item C – Budget:

Not to exceed \$18,660 based on the following task budgets:

- | | |
|--------------------------------|---------|
| 1. Funding Support: | \$8,950 |
| 2. Submit Funding Application: | \$9,710 |

All other terms and conditions of the referenced Professional Services Agreement remain unchanged.

For SUSP:
Specialized Utility Services Program

For Client:
Idyllwild Water District

By: _____

By: _____

Date: _____

Date: _____



Idyllwild Water District - Task Order 1

	RV	NC	TE	EIT	NT	Drafter	Labor Sub Total	Task Sub Totals
	\$65	\$80	\$100	\$110	\$160	\$75		
2021 Billing Rates								
Task 1 - Funding Support								
1.0 Research and Identify Current Funding Opportunities	16	16	16		4		\$4,560	
1.1 Prepare Memo to Client	12	12	12		4		\$3,580	
1.2 Virtual Meeting	2	2	2		2		\$810	
								\$8,950
Task 2 - Funding Application (1 application, one agency)								
3.0 Gather Data for Application	10	36	10		4		\$5,170	
3.1 Prepare and Submit Application	12	24	12		4		\$4,540	
								\$9,710
Total Hours =	52	90	52	0	18		Total Budget =	\$18,660

Task Order: IWD-02
Dated: 7/15/21

Professional Services Agreement, dated _____, 2021
Specialized Utility Services Program (SUSP) and
Idyllwild Water District (Client)

The above referenced Professional Services Agreement between Specialized Utility Services Program and Idyllwild Water District, dated _____, 2021, is hereby modified as follows:

Item A – Scope of Work:

Project Management and Meetings:

SUSP staff will conduct weekly team meetings internally to ensure the project goals and schedule align with Client's goals and expectations. Project work will be overseen, coordinated, and directed by senior engineers. SUSP has also budgeted for monthly progress meetings (4), via conference call or Microsoft Teams, with the Client to address any issues and discuss the progress of the project. In addition, (2) in person meetings between the engineers and Client at the project site are anticipated in the budget.

Preliminary Engineering Report

SUSP will prepare and submit a full Preliminary Engineering Report (PER) for the Wastewater Treatment Plant (WWTP) improvements with 30 percent design plans. SUSP will use the *Preliminary Engineering Report v. 1* completed under the Santa Ana Watershed Project Authority (SAWPA) Disadvantaged Community Involvement Program and comments provided by the Client as a basis for the continuing preliminary design effort. The Full Preliminary Design Report (PER) will detail the project design intent as determined between the Client and SUSP. The Full PER will include deliverables of various subcontractors, a strategy to arrive at 100 percent drawings, specifications, and project bid documents, and a record of preliminary design calculations and intent. This document will also consider and attempt to fulfill the requirements for funding applications from State and Federal agencies that the Client chooses to pursue funding opportunities with.

- ***Task 2 Deliverable: Draft of Full Preliminary Engineering Report with 30 percent design Drawings. (1 pdf emailed to the Client)***
- ***Task 2 Deliverable: Full Preliminary Engineering Report with 30 percent design Drawings. (1 pdf emailed to the Client)***

Although SUSP has its own list of contracted subconsultants and preferred providers, competitive procurement processes are anticipated for the subcontracted services required to

accomplish this preliminary engineering task for the Client. Key subconsultant tasks are detailed below.

Site Survey

A site survey will be conducted to gather topographic measurements for the existing and proposed project sites and establish parcel descriptions for an acquisition agreement. The topographic survey will include structural measurements of all the existing plant components, as well as the land to be acquired south of Client's existing plant. The invert elevations of the influent and effluent pipes, invert elevations and layouts of all process piping, invert and top of wall elevations of all existing process units, and overall topography of the existing site and proposed site will be measured. The three manholes located between the plant site and the edge of Apela Drive will also be measured, along with the lengths of pipes and their invert elevations.

A legal description of the land area to be acquired will also be included. The survey will be initiated after acquisition negotiations are deemed to be close to successful completion and the land description will be used to formalize the transaction. Additional coordination supporting recording the deed and title search will be included as needed in the survey work.

SUSP will use the survey and topographic measurements and incorporate them into the 30 percent drawings as well as the future 100 percent drawing set for use in construction of the project.

- ***Task 3 Deliverable: Completion of site survey with legal description and topographic measurements. (1 complete AutoCad file emailed to the Client) (1 pdf of the legal descriptions emailed to Client)***

Geotechnical Study

A geotechnical study will be completed to determine the general surface and subsurface conditions of the existing and proposed sites. Available geologic / geotechnical reports conducted for the site and local area from local, State, and Federal agencies will be reviewed. A subsurface investigation with multiple exploratory borings may need to be conducted as necessary where significant excavation work is expected to be performed for installation of new process units. Any potential geological or geotechnical constraints or hazards to the project will be identified. Engineering requirements and recommendations for geotechnical foundation design will be presented in a formal report and used in the subsequent structural design of the new facility.

- ***Task 4 Deliverable: Geotechnical Report. (1 pdf emailed to the Client)***

CEQA Documents

As a part of *Preliminary Engineering Report v. 1*, an *Environmental Baseline Report* was prepared by Dewberry Drake Haglin (June 2021). The document was prepared to provide initial

insight on potential environmental issues, identify potential permits that will be needed, and develop a strategy to efficiently satisfy CEQA requirements. The preliminary study concluded that the existing area is not indicative of sensitive natural communities or supportive of special status plant and wildlife species. The report recommended best management practices and required mitigation measures to reduce the environmental impact.

SUSP subconsultants will complete a CEQA Initial Study / Mitigated Negative Declaration (IS/MND). If the IS/MND concludes that the project may have a significant impact on the environment, an Environmental Impact Report (EIR) will also be completed. Depending on the funding source, additional documents may be needed, and these potential services are not included in this scope of services

The use of National Forest System (NFS) land could also add complexity to the environmental compliance requirements of the project. Special Use Authorization will be required for the lease or easement of the land. NEPA documents and specific mitigation measures may also be required and can be incorporated into the project scope of work via an additional Task Order.

- ***Task 5 Deliverable: Draft Initial Study and submittal of a Mitigated Negative Declaration, (1 pdf emailed to Client) (1 review and comment cycle)***
- ***Task 5 Deliverable: Final Initial Study and submittal of a Mitigated Negative Declaration***

Electrical and SCADA Preliminary Design

An electrical engineer will be subcontracted to provide preliminary design for engineering power, instrumentation and controls, and SCADA for the project. The electrical engineer will provide preliminary engineering and 30 percent drawings for the instrumentation and control components of the project. Preliminary design will include evaluating and sizing the backup power upgrades for the new facility and recommending controls and SCADA equipment and protocols in coordination with Client staff to a 30 percent design level. Preliminary design of instrumentation and powered equipment will be determined by both SUSP and the electrical engineer in coordination with Client. Portions of the Full PER submitted by SUSP in Task 2 will be written with input and support from the electrical engineer.

- ***Task 6 Deliverable: Electrical and SCADA 30 percent design drawings. (1 pdf emailed to the Client as part of the 30 percent drawings submittal)***

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Item B – Schedule:

Assuming the Client completes land acquisition for the project by November 1, 2021, the project Task Order 02 estimated schedule is as follows:

- | | |
|---------------------------------------|--------------------|
| 1. Project Management and Meetings: | Ongoing Task |
| 2. Draft PER and 30 Percent Drawings: | December 20, 2021 |
| 3. Full PER and 30 Percent Drawings: | February 1, 2022 |
| 4. Site Survey: | September 17, 2021 |
| 5. Geotechnical Study: | December 3, 2021 |
| 6. CEQA: | December 3, 2021 |
| 7. Electrical and SCADA: | February 1, 2022 |

Item C – Budget:

Not to exceed \$260,970 based on the attached Task Order 2 Budget Estimate. The following lists the total estimated budget for each task:

- | | |
|--------------------------------------|-----------|
| 1. Project Management and Meetings: | \$25,220 |
| 2. Full PER and 30 Percent Drawings: | \$112,870 |
| 3. Site Survey: | \$22,130 |
| 4. Geotechnical Study: | \$12,830 |
| 5. CEQA: | \$49,110 |
| 6. Electrical and SCADA: | \$64,030 |

All other terms and conditions of the referenced Professional Services Agreement remain unchanged.

For SUSP:
Specialized Utility Services Program

For Client:
Idyllwild Water District

By: _____

By: _____

Date: _____

Date: _____



IDYLLWILD WATER DISTRICT

Memo

To: Board of Directors

From: Leo Havener, General Manager

Date: August 18, 2021

Subject: Item 5 – CIP Board Room Construction

Recommendation:

Board of Directors will consider approving Eric Townsend Construction Company (ETCC) Proposal and Contract (“Change Order”) to expand current scope of work as set forth in ETCC Contract, dated July 27, 2021. The total amount of the Change Order is \$17,500 and covers cost of repair to unforeseen Board Room floor issues.

Background:

Board of Directors authorized Office Construction in the Capital Improvement Projects (CIP) portion of FY 2021-2021 Budget. ETCC has been contracted to complete the project. When ETCC cut into the Board Room concrete floor several items of concern became obvious and is as follows:

- There is no rebar in the concrete to support the floor
- The soil below the floor is not compacted indicating voids below the floor

Fiscal Impact:

Board of Directors approved \$50,000 for Office Construction in the Capital Improvement Projects portion of FY 2021-2021 Budget. ETCC’s initial contract was estimated high at \$70,000 knowing that the District would reduce expenses in several areas of the project. However, the additional work required to repair the floor ETCC estimates to cost \$17,500.

Conclusion:

The Board Room is not usable unless the floor is repaired. Staff recommends approving ETCC Proposal and Contract for \$17,500.

Attachments:

- Eric Townsend Construction Company Proposal and Contract, dated August 9, 2021
- Pictures

eric townsend construction company

Box 1085, Idyllwild, Ca 92549 - (951) 659-5152

State License 361734-- Since 1978

eric@erictownsendconstruction.com

PROPOSAL AND CONTRACT

DATE: 9 August 2021

PARTIES: Idyllwild Water District and Eric Townsend Const. Co.

JOB ADDRESS: 25945 Hwy 243, Idyllwild

DESCRIPTION OF WORK: Renovation of meeting room concrete slab floor:

NOTES: the slab floor displays extensive and ongoing cracking and settling. A section of the floor was cut out and the following observations were made: 1) there is no reinforcing steel or wire in the slab -- any cracks will continue to separate 2) there are large voids 2-3 inches deep under the slab, meaning the slab is not being supported at all in places 3) the grade under the slab was never compacted and is extremely soft, the consistency of playground sand.

NOTES: The slab was improperly prepared and built and should be replaced. This is complicated by the interior and exterior walls, which are built on top of it.

Proposal:

- 1) Saw-cut the existing slab as close as possible to the exterior walls and in front of the interior walls (leaving the bathrooms and interior walls intact).
- 2) Jackhammer and remove the existing slab.
- 3) Mechanically compact the earth, adding additional fill material to the proper height (estimated 3-4 additional yards of backfill).
- 4) Excavate several footing trenches, under the interior walls, joints between old and new concrete work, etc. The perimeter foundation may be inspected from the inside at this time. The interior walls and the joint between the old and new concrete will be supported by by these footings.
- 5) Drill and drive in approximately 80 rebar dowels into the existing foundation and old concrete work, which will serve to tie the slab into the existing structure.
- 6) Build a rebar grid attached to the dowels. Set rebar in the footings.
- 7) Pour and finish a new 3 ½ to 4 inch concrete slab over the rebar grid. This will require two separate pours because of the difficulty of finishing a large slab in an enclosed place. The slab will be given a steel trowel finish, appropriate as a base for flooring.
- 8) Haul away and properly dispose of the concrete debris.

CHANGES TO CONTRACT: Changes to the contract may only be made by the parties signing the contract and only through a signed change order.

EXCLUSIONS:

- 1) This does not include repairs to the perimeter foundation, which will be inspected during this process. An inspection of one area was performed after cutting out a small section of the slab and no major problems were observed.
- 2) This does not include repairing the bathroom floors. The proposal is to support the edge of this slab with a new foot to prevent its settling further.
- 3) The contractor believes with reasonable certainty the interior walls can be salvaged by pouring a new footing under them and pinning the old slab to this footing with rebar (the interior walls are framed on top of this cracked slab). If the old slab fails completely during the demolition process, additional repairs will be required.

PRICE, PAYMENTS, SCHEDULE (proposal valid for 30 days): Price for the above work is \$17,500, with a deposit of \$4000. There will be a progress payment of \$6750 when the first concrete is poured and a final payment of \$6750.

SIGNED _____ DATE _____

SIGNED _____ DATE _____

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Upon request, a Notice of Cancellation form will be provided for an explanation of this right. The Contractor also reserves the right to cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.

Unless otherwise specified in the contract, homeowner is responsible for permits.













IDYLLWILD WATER DISTRICT

Memo

To: Board of Directors
From: Leo Havener, General Manager
Date: August 18, 2021
Subject: Item 6 – Uniform Policy

Recommendation:

Board of Directors will consider approving changes to Employee Manual, Section 2.27 – Uniforms.

Background:

IWD requires certain employees to wear uniforms, pants and shirts that the District provides. Employees are also provided an annual steel toe boot allowance, up to a maximum of \$150.

Due to ongoing issues with laundering services, at the request of the uniformed employees, the District purchased a washer and dryer for staff to wash their uniforms. Employees are very pleased with the ability to do their own laundry. It is for this reason that the existing Uniform policy requires modification.

Fiscal Impact:

Laundry service was costing \$3,600 per year, for six employees. The cost for the same six employees under the new Uniform policy of \$300 per employee annually is \$1,800 per year.

Conclusion:

Staff recommends the Board of Directors approve the changes to Employee Manual, Section 2.27 – Uniforms.

Attachments:

- Employee Manual, Section 2.27 – Uniforms (Existing)
- Employee Manual, Section 2.27 – Uniforms (Proposed)
- Employee Manual, Section 2.27 – Uniforms (Proposed – Clean Version)

Employee Manual

2.27 – Uniforms (Existing)

The District provides to all employees who are required to wear uniforms or District clothing as a condition of employment to the extent these uniforms or District clothing will require laundering. They will be laundered and maintained by the District at no cost to the employee. As with all District tools, employees are responsible for the safekeeping of all uniforms and District clothing they are furnished.

Orange shirts and work boots are required work clothes for field staff. The District provides the work shirts and pants as part of its employee benefits and also an annual steel toe boot allowance, up to a maximum of \$150.00. If you choose not to use the work pants, please let your supervisor know, so that the District does not pay for unused services. Occasionally, duties of maintenance employees do not require the normal field uniforms, at which time you may change into other appropriate clothing. Please use good judgement on these occasions.

2.27 – Uniforms (Proposed)

~~The District provides to all employees who are required to wear uniforms or District clothing as a condition of employment to the extent these uniforms or District clothing will require laundering. They will be laundered and maintained by the District at no cost to the employee. As with all District tools, employees are responsible for the safekeeping of all uniforms and District clothing they are furnished.~~

Orange shirts, pants, and work boots are required work clothes for field staff. The District provides an annual Uniform allowance of \$300.00 for each employee to purchase the work shirts, and pants, and -as part of its employee benefits and also an annual steel toe boots, allowance, up to a maximum of \$150.00. If you choose not to use the work pants, please let your supervisor know, so that the District does not pay for unused services. Occasionally, duties of maintenance employees do not require the normal field uniforms, at which time you may change into other appropriate clothing. Please use good judgement on these occasions.

Field staff is responsible for doing their own laundry with the District provided washer, dryer and clean supplies located at the water treatment shop at Foster Lake.

2.27 – Uniforms (Proposed - Clean Version)

Orange shirts, pants, and work boots are required work clothes for field staff. The District provides an annual Uniform allowance of \$300.00 for each employee to purchase work shirts, pants, and steel toe boots. Occasionally, duties of maintenance employees do not require the normal field uniforms, at which time you may change into other appropriate clothing. Please use good judgement on these occasions.

Field staff is responsible for doing their own laundry with the District provided washer, dryer and cleaning supplies located at the water treatment shop at Foster Lake.