

REGULAR MEETING OF THE BOARD OF DIRECTORS

IDYLLWILD WATER DISTRICT
25945 Highway 243
Idyllwild, CA 92549

January 16, 2018 - 6:00 P.M.

AGENDA

CALL TO ORDER:

ROLL CALL:

PUBLIC COMMENTS:

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

1. CONSENT CALENDAR:

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

A. MINUTES – _____ December 19, 2018 _____

FINANCIAL REPORTS DECEMBER 2018

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

Check #	15168 – 15213	= \$	194,301.55
Gross Payroll		= \$	60,000.00
Federal/State PR taxes		= \$	14,000.00
LAIF Transfers		= \$	0.00
Transfers/charges		= \$	0.00

B. OPERATIONS REPORT FOR THE FOURTH MONTH –December 2018

C. GENERAL MANAGER'S COMMENTS:

2. NEW JOB TITLE CHANGE: The board will consider changing the title of Chief Operation Officer to Field Supervisor with the same job description and salary range.
3. GENERAL MANAGER: The Board will review and approve the contract for the new General Manager Michael Creighton and approve the hiring of the Field Supervisor, Joel Sears.

4. **NEW FIELD SUPERVISOR:** The board will approve the hiring of the Field Supervisor Joel Sears.
5. **ELECTION OF OFFICERS:** The Board will elect a new President and Vice President of the Board.
6. **GNW CONSTRUCTION:** The Board will reconsider a request by the Contractor for a change order on the Lily Creek Flow Measuring Structure.
7. **MEET AND GREET THE COMMUNITY:** The board will consider arranging a meeting of the General Manager and Field Supervisor with the Community.

DIRECTORS COMMENTS:

ADJOURNMENT:

To the next Board meeting is a Regular Meeting scheduled for February 20, 2019 at 6:00 p.m., to be held at the Idyllwild Water District Boardroom, 25945 Hwy. 243, Idyllwild, CA 92549.

Please remember during Public Comments.

- Comments should be limited to 4 minutes or less
 - Comments should be directed to the Board as a whole and not directed to individual Board members
- Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a District meeting or other services offered by this District, please contact the District office @ 951-659-2143 or email: admin@idyllwildwater.com. Upon request, the agenda and documents in the agenda packet can be made available in appropriate alternative formats to persons with a disability. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the District staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.

MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS

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

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

ROLL CALL: ROLL CALL: Directors present: President Schelly, Vice President Szabadi and Director Gin. Chief Financial Officer Hosny Shouman and Board Secretary Jeannine Olsen were also present.

Steve Kunkle and Dave Hunt were not present.

PUBLIC COMMENTS: Sue Nash and Tom Paulek submitted for the record a written summary of their concerns.

See Attachment.

1. CONSENT CALENDAR:

A. MINUTES – ____ November 21, 2018 _____

B. FINANCIAL REPORTS November 2018

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

Check # 14784 – 14839	= \$ 183,094.15
Gross Payroll	= \$ 56,873.19
Federal/State PR taxes	= \$ 17,838.54
LAIF Transfers	= \$ 0.00
Transfers/charges	= \$ 0.00

C. OPERATIONS REPORT FOR THE FOURTH MONTH – November 2018

D. GENERAL MANAGER'S REPORT: Lily Creeks gauging stations basic structure is complete reading accessories and approach slab soon with District Staff. GAC vessel is in production, delivery will be the middle to late January 2019. Slab floor is poured, walls are almost complete, and Crane Pre-Jobs have no problems. We are still in the permitting process with DDW. Auger Monster is in production. Delivery should be early January. The District infrastructure is complete. The installer is scheduled for January 7, 2019. Sewer flows are at historical levels or lower. The plant is meeting its discharge requirements.

Vice President Szabadi made a MOTION to approve the consent calendar and Director Gin seconded. The vote was as follows:

AYES

NAYS

ABSTAIN

ABSENT

**Dr. Schelly
Peter Szabadi
Les Gin**

2. **IDYLLWILD COMMUNITY CENTER** – The Board of Directors will consider authorizing two agreements with the ICC related to the infrastructure on the Project.

PUBLIC COMMENT: Paulek’s concern was that there was not any CEQA review and he officially objects to the agreements. Nash added that this would be an impact and make a change to our environment.

ICC President Janice Lyle told the board, “We’ve worked with three general managers ... we went to the current GM and Jack reviewed and suggested a more efficient way to connect with IWD that benefits the whole community. We accepted Jack’s recommendation and ICC installed. the pipes at our expense.”

Hoagland negotiated two new contracts with the ICC board. One assured that ICC was responsible for water pipes. The second related to a new issue. ICC discovered that construction of the new amphitheater on the property was above an IWD sewer line across its property. Apparently, IWD had secured an easement for the sewer line years before ICC acquired the land and the amphitheater foundation now encroached on the district’s easement.

A second agreement was developed in which ICC admitted the mistake and agreed to pay any future costs associated with potential damage to the pipeline.

In his written report to the board, Hoagland said, “... staff believe that the separation of the structure from the actual pipe zone of least 4 vertical feet and the complete consolidation of the original installation trench from 50 years ago will most likely not result in an adverse impact to the sewer mainline nor to the amphitheater structure ...” He recommended adopting the indemnification agreement. running from its property line to any facilities on the parcel.

DIRECTORS COMMENTS: President Schelly added that part of the Water Districts responsibility is to the community as a whole and as a Water District even in the bylaws, the original writings of why you form a Water District, is to serve the community. The board needs to support what we have before us because it places the majority of the responsibility on the Community Center and puts IWD a very small supporter of the project.

We have no liability, we didn’t build the [water] pipeline,” Director Peter Szabadi told the audience. “The [sewer] error is on their part. We had no input; they take full responsibility.”

Vice President Szabadi made a MOTION to Approve Contract A INSTALLATION MAINTENANCE AGREEMENT With ICC and Director Gin seconded. The vote was as follows:

AYES	NAYS	ABSTAIN	ABSENT
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**Dr. Schelly
Peter Szabadi
Les Gin**

Vice President Szabadi made a MOTION to Approve Contract B INDEMNIFICATION AND LICENCE AREEMENT With ICC and Director Gin seconded. The vote was as follows:

AYES

NAYS

ABSTAIN

ABSENT

Dr. Schelly
Peter Szabadi
Les Gin

- 3. **GENERAL MANAGER AUTHORITY** – The Board of Directors will consider adoption of Resolution No. 756 defining the General Manager’s range of authority.

PUBLIC COMMENTS: Public member questioned if this restricts or expands the GM’s authority?

DIRECTORS COMMENTS: Vice President Szabadi explains that this clarifies and enlarges the authority somewhat and restricts it somewhat depending on the bids IWD receives. Also this clarifies that if the GM has any questions he has to come to the board.

The board also revised its policies regarding the authority of future general managers. They will have authority to approve operational, services or capital contracts that are less than \$15,000. Supply contracts will be capped at \$7,500.

For amounts greater than these limits, the board must grant approval.

All contracts in excess of \$15,000 should have competitive bidding. If this is not possible, the general manager is expected to explain the situation to the board before signing the contract .

Vice President Szabadi made a MOTION to approve Resolution No.756 and Director Gin seconded. The vote was as follows:

AYES

NAYS

ABSTAIN

ABSENT

Dr. Schelly
Peter Szabadi
Les Gin

- 4. **AGENDA ITEMS**– The Board of Directors will consider adoption of Resolution 757 modifying the District meeting agenda development process within the Brown Act Compliance Policy.

The board did not take action on a proposal for setting future agenda. The revised policy (proposal) would require directors to offer suggestions to the general manager at least 14 days prior to the meeting. Szabadi expressed disagreement and no other director moved for its adoption.

DIES FOR A LACK OF MOTION

- 5. **CHANGE ORDER FOR THE LILY CREEK FLOW MEASURING STRUCTURE** – The Board will consider a request by the Contractor for a change order on the Lily Creek Flow Measuring Structure.

PUBLIC COMMENT: Gary Wood, owner of GNW Construction of Idyllwild. This firm had the contract to install the Lily Creek flow monitoring structure. The contract was for \$27,000. However, Wood claimed the actual costs were about \$2,200 greater and attributable to inability to use IWD staff as promised.

DIRECTORS COMMENTS: Szabadi requested that item be tabled and for Wood to provide greater detail of the added costs. Hoagland, in his written report, recommended denial of the cost change.

Vice President Szabadi made a MOTION to table Item #5 and Director Gin seconded. The vote was as follows:

AYES NAYS ABSTAIN ABSENT

Dr. Schelly
Peter Szabadi
Les Gin

ITEM WAS TABLED

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

Vice President Szabadi made a MOTION to approve the Amendment to Fritz Wuttke’s Contract and Director Gin seconded. The vote was as follows:

AYES NAYS ABSTAIN ABSENT

Dr. Schelly
Peter Szabadi
Les Gin

7. **JOB DESCRIPTION AND SALARY RANGE FOR CHIEF OPERATING OFFICER** – The Board of Directors will consider a job description and salary range for the position of Chief Operating Officer

PUBLIC COMMENT: Nash questioned the structure of the District and that IWD should reconsider hiring a firm to help IWD find a GM and COO.

DIRECTORS COMMENTS: Vice President Szabadi agreed that if the Board doesn’t find sufficient candidates then we might consider that as the next step.

Vice President Szabadi made a MOTION to approve the Description for the COO and the Potential Range of Salary and Director Gin seconded. The vote was as follows:

AYES NAYS ABSTAIN ABSENT

Dr. Schelly
Peter Szabadi
Les Gin

DIRECTORS COMMENTS: Vice President Szabadi concluded that we realize some of the problems the public had as well as the Board had with the General Manager. The Board has identified these problems and is trying to hire someone who is going to fulfill our concerns as well as public concerns. It's a difficult process, we are trying our best. Before The Board makes the decision the candidate will be presented at a public meeting and subject to a vote by this Board.

President Schelly read a letter from the San Jacinto Water Shed Watchdogs.

Attachment

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

AYES	NAYS	ABSTAIN	ABSENT
Dr. Schelly			
Peter Szabadi			
Les Gin			

Adjournment: President Schelly adjourned the meeting at 7:24 p.m.

IDYLLWILD WATER DISTRICT

BY : _____
DR. CHARLES SCHELLY-
BOARD PRESIDENT

IDYLLWILD WATER DISTRICT

BY: _____
JEANNINE OLSEN
BOARD SECRETARY

Susan Nash
P.O. Box 4036
Idyllwild CA 92549
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San Jacinto Watershed Watchdogs

Board of Directors
Idyllwild Water District

Regular Meeting of the Board of Directors

December 19, 2018

I. Public Comments:

(a) We requested that DR. Shelley resign as President of the Board because he left a meeting when the public objected to not being able to speak on each agenda item and scheduled a closed session at the same time as the regular meeting (6pm), giving the public the choice of standing outside in 40 degree cold or going home for at least 30 minutes.

The GM responded that the Board picks a general manager. True, annually at a public meeting. We are requesting that take place at this public meeting tonight.

(b) A full report to the public on the Oakwood project. Three water meters were given to a developer. We alleged this was an illegal "gift of public funds". The Board must provide the public with documentation and agreements to show the gift of water meters was legal.

(c) The so-called drought rates must be rescinded. They were enacted after members of the public were told to leave the building. The ordinance contains language giving the Board the unfettered ability to raise the water rates for any or no reason.

(c) We have renewed our public records request for the names and [redacted] resumes of persons interviewed for General Manager and had one set of questions; the second interviews were for Chief Operating Officer and had a different set of questions. The job description for the new Chief Operating Officer has not yet been approved by the Board.

The Town Crier reported that at a November closed session the Board voted and approved a motion not to renew Jack Hoagland's contract and to not employ Jack

Hoagland on a month-to-month basis after December 31, 2018. This vote must be reported out to the public.

2. Idyllwild Community Center. The two separate projects must be two separate agenda items with separate votes for each.

(a) We object to this agreement as the project description is incomplete, the project requires (California Environmental Quality Act) compliance, and the project is an illegal "gift of public funds". Our public records request shows a number of easements that have or have not been signed and recorded, which are not mentioned. No justification is shown for placing the meters on the private property rather than on the boundary of the private property. There is no justification for maintaining private lines by the IWD in perpetuity. The agreement has not been approved as to legal form by the IWD attorney.


(b) We object to the license because it requires CEQA review and appears to be a gift of public funds. The license does not amend the easement. The IWD bought this easement and should be paid for any encroachment. A CEQA document must show that building on the easement will not compromise the sewer line or harm the environment, especially Strawberry Creek close by and downhill from the sewer line. The agreement has not been approved as to legal form by the IWD attorney.

3. General Manager Authority. This ordinance is to replace an earlier ordinance which is not included. This agenda item should state which state law(s) are being complied with.

4. Agenda Items. This agenda item should state how the IWD policy has been out of compliance with state law and how it is now in compliance.

7. Job description and salary range for Chief Operating Officer

Interviews for this new job description cannot be conducted until it is adopted by the Board and advertised.

Susan Nash 

Tom Paulek 

San Jacinto Watershed Watchdogs

**WATER FUND CONDENSED INCOME STATEMENT
FOR FISCAL MONTH ENDING December 2018**

CONDENSED CATEGORY	FOR THE MONTH OF			December 2018
	ACTUAL	BUDGET	VARIANCE	
OPERATING REVENUES:				
BASE-RESIDENTIAL/COMMERCIAL	56,923	56,500	423	0.75%
SALES-RESIDENTIAL/COMMERCIAL	34,771	50,000	-15,229	-30.46%
OTHER OPERATING REVENUE	1,721	1,500	221	14.73%
OTHER NON-OPERATING REVENUE*	50	500	-450	
TOTAL OPERATING REVENUES	93,465	108,500	-15,035	-13.86%
OPERATING REVENUE BY CATEGORY				
	FOR THE MONTH OF			December
	ACTUAL	BUDGET	VARIANCE	F (U)
BASE RATE - RESIDENTIAL	43,034	42,852	182	0.42%
BASE RATE - COMMERCIAL	13,889	13,648	241	1.77%
SALES-RESIDENTIAL	15,739	24,000	-8,261	-34.42%
SALES-COMMERCIAL	19,032	26,000	-6,968	-26.80%
SALES-SEWER	0	0	0	0.00%
SALES-CONSTRUCTION/OTHER	1,007	1,500	-493	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	714	500	214	42.80%
WILL SERVE LETTER FEES	50	0	50	0.00%
OTHER MISCELLANEOUS	0	0	0	0.00%
INSTALLATION FEES	0	0	0	0.00%
CAPACITY FEES	0	0	0	0.00%
TOTAL OPERATING REVENUES	93,465	108,500	-15,035	-13.86%

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

FOR THE MONTH OF December 2018

	CUBIC FEET OF SALES:		Total
	Residential C.F.	Commercial C.F.	
R1 5/8	349,869	66,159	416,028
R2 3/4	4,400	12,010	16,410
R3 1"	1,790	61,030	62,820
R4 1.1/2"	0	29,760	29,760
R5 2"	0	10,980	10,980
R6 3"	0	510	510
IA 3"	0	70,310	70,310
NC-WWTP	0	1,670	1,670
TOTAL CUBIC FEET OF SALES	356,059	252,429	608,488

NUMBER OF CUSTOMER BILLS:

	R	C	Total
R1	1,436	107	1,543
R2	13	18	31
R3	33	35	68
R4	0	13	13
R5	0	6	6
R6	0	1	1
IA	0	1	1
NC-WWTP	0	1	1
TOTAL NUMBER OF CUSTOMER BILLS	1,482	182	1,664

SewerAcct	S	F "2"	F "4"	Total
Fire Services	418	167	4	585
Fire Services	0	4	4	4
Total Idyllwild Customers	0	3	3	2,256

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

FOR THE MONTH OF December 2018

BY CATEGORY
WATER OPERATING EXPENSES:

	ACTUAL	BUDGET	VARIANCE F (U)	%
1- WAGES AND SALARIES EXPENSES	47,850	50,000	2,150	4.30%
2- RETIREMENT PLAN AND LIFE INSURANCE	5,804	8,000	2,196	27.45%
3- MEDICAL INSURANCE	11,200	14,000	2,800	20.00%
4- UNIFORM EXPENSES	159	438	279	63.66%
5- WORKER'S COMP INSURANCE	0	500	500	100.00%
6- RETIREMENT MEDICAL INSURANCE	0	2,000	2,000	100.00%
7- BOARD REIMBURSEMENT	200	500	300	60.00%
8- OFFICE SUPPLIES	350	2,000	1,650	82.50%
9- OFFICE CLEANING SERVICE	210	280	70	25.00%
10- POSTAGE AND MAILING FEE	916	1,200	284	23.67%
11- TRAINING AND EDUCATION	120	1,300	1,180	90.77%
12- TRAVELING, MILEAGE, MEALS REIMBURSEMENT	0	629	629	100.00%
13- DUES, FEES, SUBSCRIPTIONS	845	5,000	4,155	83.10%
14- COMPUTER SERVICES	906	1,000	94	9.40%
15- LEGAL SERVICES	4,838	7,000	2,162	30.89%
16- ENGINEERING AND CONSULTING	1,612	5,000	3,388	67.76%
17- UTILITIES - ELECTRICITY	6,890	8,000	1,110	13.88%
18- UTILITIES - GAS& FUEL	650	725	75	10.34%
19- UTILITIES - PROPANE	577	325	-252	-77.54%
20- UTILITIES - TELEPHONE INTERNET	727	761	34	4.40%
21- UTILITIES - WASTE MANAGEMENT FEE	188	184	-4	-2.09%
22- AUTO AND PROPERTY INSURANCE	0	1,712	1,712	100.00%
21- STATE-COUNTY WATER SYSTEM FEES	19,183	4,000	-15,183	-379.58%
22- GENERAL PLANT & TREATMENT SERVICES	5,000	8,000	3,000	37.50%
23 - VEHICLES REPAIRS AND MAINTENANCE	506	1,500	994	66.27%
25- LABORATORY SERVICES	6,200	1,042	-5,158	-495.20%
26- WATER SECURITY SYSTEM	0	771	771	100.00%
27 -ADVERTISING AND PUBLISHING	199	542	343	63.26%
28 -PROPERTY TAX EXPENSES	0	233	233	100.00%
29- COMPENSATED TIME	0	1,833	1,833	100.00%
30 -BANK FEE CHARGE	274	200	-74	-37.00%
31 -WATER MAINTENANCE AND SUPPLIES	0	0	0	0.00%
33-ACCOUNTING AND AUDITING FEE	2,500	3,000	500	16.67%

TOTAL OPERATING EXPENSES: 117,904 131,674 13,770 10.46%

TOTAL INCOME AND (LOSS) (24,439) (23,174)

**IDYLLWILD WATER DISTRICT
SEWER FUND CONDENSED INCOME STATEMENT
FOR FISCAL MONTH ENDING December 31, 2018**

FOR THE MONTH OF December 2018

CONDENSED BY CATEGORY	ACTUAL	BUDGET	VARIANCE	%
OPERATING REVENUES	55,180	55,180	0	0.00%
BASE-RESIDENTIAL/COMMERCIAL	0	50	-50	-100.00%
OTHER OPERATING				
TOTAL OPERATING REVENUES	55,180	55,230	-50	-0.09%
OPERATING EXPENSES:				
1- WAGES AND SALARIES	14,340	18,000	3,660	20.33%
2- RETIREMENT AND LIFE INSURANCE	2,400	2,500	100	4.00%
3- MEDICAL INSURANCE	3,935	5,000	1,065	21.30%
4- UNIFORM EXPENSE	104	300	196	65.33%
5-WORKERS COMPENSATION INSURANCE	0	145	145	100.00%
6- RETIREMENT MEDICAL INSURANCE	1,322	917	-405	-44.22%
7- BOARD REIMBURSEMENT	100	200	100	50.00%
8- OFFICE SUPPLIES	0	400	400	100.00%
9- OFFICE CLEANING SERVICES	70	150	80	53.33%
10- POSTAGE AND MAIL FEE	305	400	95	23.75%
11- EDUCATION AND TRAINING	0	200	200	100.00%
12- TRAVELING, MILEAGE, MEAL REIMBURSEMENT	0	292	292	100.00%
13- DUE AND SUBSCRIPTION FEE	60	1,000	940	94.00%
14- COMPUTER SERVICES	335	1,000	665	66.50%
15- LEGAL SERVICES	1,612	500	-1,112	-222.40%
16- UTILITIES - ELECTRICITY	2,850	4,000	1,150	28.75%
17- UTILITIES - GAS & FUEL	280	437	157	35.88%
18- UTILITIES - PROPANE	0	25	25	100.00%
19- UTILITIES - TELEPHONE&INTERNET	233	292	59	20.11%
20- UTILITIES - WASTE MANAGEMENT FEE	63	125	62	49.60%
21- VEHICLES REPAIRS AND MAINTENANCE	89	500	411	82.20%
22- ENGINEERING SERVICES	0	5,000	5,000	100.00%
22- MAINTENANCE AND SUPPLIES	3,600	200	-3,400	-1700.00%
23- GENERAL PLANT SERVICES	7,845	1,500	-6,345	-423.00%
24- SEWER PERMIT AND LICENSE(State Fee)	0	500	500	100.00%
25- MINOR EQUIPMENT AND SUPPLIES	0	42	42	100.00%
26- SEWER LEASE	0	250	250	100.00%
27- ADVERTISING AND PUBLISHING	0	125	125	100.00%
28- LABORATORY SERVICES	2,502	2,000	-502	-25.10%
29- GENERAL AUTO AND LIABILITY INSURANCE	0	570	570	100.00%
30- SECURITY SYSTEM (ADT)	0	208	208	100.00%
31- ACCOUNTING & AUDITING FEE	500	2,000	1,500	75.00%
32- LINE CLEANING	0	100	100	100.00%
Total Expenses	42,545	48,876	6,331	12.95%
Total Income OR (LOSS)	12,635	6,354		

**IDYLLWILD WATER DISTRICT
SEWER FUND CONDENSED INCOME STATEMENT
FOR FISCAL MONTH ENDING December 31, 2018**

FOR THE MONTH OF December 2018

SEWER FUND OPERATING REVENUES	ACTUAL	BUDGET	F (U)	
			VARIANCE	%
BASE RATE-COMMERCIAL	37,700	37,700	0	0.00%
BASE RATE- RESIDENTIAL	17,480	17,480	0	0.00%
TRANSFER FEE	0	50	-50	-100.00%
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	55,180	55,230	-50	-0.09%
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%
TOTAL Customers	418	167	585	

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

DATE	CHECK NUMBER	PAYEE	DESCRIPTION	AMOUNT
12/3/2019	15168	Allen Tire Company	Tires for Water Truck	\$588.51
12/3/2019	15169	American Water Works Assc	Membership Dues for Idyllwild	\$433.00
12/3/2019	15170	California Computer Options, INC.	IT Services	\$695.00
12/3/2019	15171	Forest Lumber	Supplies for Water	\$7,424.39
12/3/2019	15172	Rogers, Anderson, Malody & Scott, LLP	Payment for Audit	\$2,995.00
12/3/2019	15173	S C.E.	Monthly Charge	\$3,429.20
12/3/2019	15174	USDA FOREST SERVICE	Annual Lease	\$4,659.49
12/3/2019	15175	Zenner Performance	1 1/2 " Meters	\$278.35
12/5/2019	15176	Ferrellgas	Propane Charge	\$577.70
12/5/2019	15177	Four Seasons Cleaning Service	Monthly Cleaning Charge	\$280.00
12/5/2019	15178	Frontier	Phone and Internet	\$409.26
12/5/2019	15179	GNW Construction	Flow Measuring Weir Project	\$2,178.26
12/5/2019	15180	Harold K. Smith	Concrete	\$3,309.34
12/5/2019	15181	Hemet Fence	Fence for Sewer Plant	\$6,000.00
12/5/2019	15182	Home Depot Credit Services	Tools and Supplies	\$972.02
12/5/2019	15183	Idyllwild Garage	Ford F250 Smog and Repair	\$156.75
12/5/2019	15184	Idyllwild Water District	To be Deposited in Bank of Hemet	\$48,000.00
12/5/2019	15185	Jeannine Olsen	Reimburse Cash Drawer	\$284.17
12/5/2019	15186	Streamline	Monthly Website Charge	\$200.00
12/5/2019	15187	SWRCB	State Annual Permit Fee for Water	\$16,347.00
12/5/2019	15188	Terry Lyons	Retiree Medical Insurance	\$2,191.23
12/5/2019	18189	Verizon Wireless	Monthly Service Charge	\$163.13
12/5/2019	15190	Village Hardware	Water Supplies	\$68.82
12/5/2019	15195	Wicker Water Well PUMP	Repair Well #11	\$13,627.19
12/5/2019	15191	Yale/Chase Equipment & Services	Auto Switch for Sewer	\$3,699.06
12/5/2019	15192	Zenner Performance	Purchase 2, 2" Meters	\$799.74
12/5/2019	15193	SWRCB	Annual Permit Fee for State Facility	\$2,286.00
12/5/2019	15194	SWRCB	Annual Permit Fee for State Facility	\$550.00
12/12/2019	15197	ALESHIRE & WYNDNER LLP	Monthly Legal Fees	\$6,450.47
12/12/2019	15198	Bill Whitener	Retiree Medical Insurance	\$1,085.97
12/12/2019	15199	Browning Electric	Electric Services	\$237.00
12/12/2019	15200	California Computer Options, INC	IT Services	\$347.50
12/12/2019	15201	Central Communications	Monthly Answering Service Charge	\$110.50
12/12/2019	15202	Chase Card Services	Monthly Charge	\$1,657.01
12/12/2019	15203	CR&R Incorporated	Monthly Trash Fee	\$251.80
12/12/2019	15204	Dillon Pulatie	D2 Certification Fee	\$60.00
12/12/2019	15205	Herb Bergstrom	Retiree Medical Insurance	\$2,265.00
12/12/2019	15206	Idyllwild Town Crier	Newspaper Add	\$2,714.00
12/12/2019	15207	INFOSEND, INC	Postage for Monthly Billing	\$1,221.17
12/12/2019	15208	Napa Auto Parts	Auto Parts	\$466.00
12/12/2019	15209	SCE	Monthly Charge	\$249.81
12/12/2019	15210	Underground Services	Dig Alert Ticket Charges	\$14.95
12/12/2019	15211	USA BLUEBOOK	Water and Sewer Supplies	\$509.47
12/12/2019	15196	VOID	VOID	\$0.00
12/12/2019	15212	Comtronix Communications	New Radio for Sewer(Danny)	\$454.34
12/12/2019	15213	Kelly Clark	Retiree Medical Insurance	\$2,053.62
12/19/2019	15214	Allstate Benefits	Monthly Service Charge	\$304.12
12/19/2019	15215	Babcock Laboratories	Monthly Charge	\$1,295.12
12/19/2019	15216	Idyllwild Water District	Deposit to Hemet Bank	\$26,000.00
12/19/2019	15217	Kreiger & Stewart Engineering	Study for Creek and Dam Study	\$1,287.00
12/19/2019	15218	Lee Arnson	Survey for Oakwood	\$325.00
12/19/2019	15219	Mission Linen & Uniform	Monthly Charge for Uniforms	\$212.08
12/19/2019	15220	Safe-Entry Technical	Gas Detector Testing & Calibration	\$89.47
12/19/2019	15221	Time Warner Cable	Monthly Charge	\$370.89
12/19/2019	15222	Tyler Puckett	Application Fee for D2	\$60.00
12/26/2019	15223	Browning Electric	Electric Services Water and Sewer	\$2,833.32
12/26/2019	15224	Engineering Resources of So-Cal	N Circle Pipeline Survey	\$3,494.50
12/26/2019	15225	Forest Lumber	Water and Sewer Supplies	\$2,709.86
12/26/2019	15226	Harold K Smith	Tons of River Rock	\$9,017.60
12/26/2019	15227	S.C.E.	Monthly Charge	\$2,698.37
12/26/2019	15228	Staples Credit Plan	Monthly Charge	\$833.00
12/26/2019	15229	T-Mobile	Monthly Charge	\$20.00
			TOTAL DISTRICT WARRANTS	\$194,301.55
			OTHER DISBURSEMENTS:	
			TOTAL PAYROLL	\$60,000.00
			L.A.I.F. ELECTRONIC TRANSFERS	\$0.00
			BANK SERVICE CHARGES AND FEES	\$187.00
			TOTAL DISTRICT WARRANTS & OTHER DISBURSEMENTS	\$254,488.55

Operations Report for December 2018

Currently – Stage 1

Production – December- 700,448 C.F 125.4 avg. gpm

Foster Lake level – 0 Feet

Water and Sewer installations: 2 Installation for Meter

Leaks: 7

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

December 2018 Water Loss = 8%

Production:

Drinking water storage- 442,100 MG

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

Wastewater Treatment Plant

December 2018-Average daily flow 83,000 gpd/Average weekend flow 86,000 gpd

December 2017-Average daily flow 82,710 gpd/Average weekend flow 88,985 gpd

Precipitation

December 2018 – 2.50" Y.T.D. – .01 " – 0.10" Y.T.D. 2017

Diversion -0

STATIC WELL LEVELS

	NOVEMBER 2018	DECEMBER 2018	DECEMBER 2017	DECEMBER 2016
Foster Lake (Average 3 wells)	24' Static	26.5' Static	13' Static	32' Static
Well # 26 (Nature Center)	49' Static	49' Static	46' Static	122' Static
Well # 27 (Nature Center)	49' Static	48' Static	43' Static	107' Static
Well #28 (Rockdale)	129' Static	126.25" Static	122' Static	141' Static
Downtown Wells* #23 & #24	12' STATIC 29' RECOVERY	207.25' Pumping 100.5' Pumping	212' Pumping 19' Static	8' Static 18' Static
FV1A	390' PUMPING	396' Pumping	7' Static	390' Pumping
FV2	76' RECOVERY	317.5' Pumping	212' Pumping	301' Pumping

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



MONTHLY RE-CAP

MONTH: December YEAR: 2018 INITIAL: JJ

PRODUCTION DAYS: 29

AVG. GPM PRODUCTION: 125.4

TOTAL NUMBER OF SOURCES AVAILABLE: 14

TOTAL NUMBER OF SOURCES USED: 10

FULL TIME: 3 PART TIME: 7

SOURCES USED (WELL NUMBERS): H21, 2, 4, 10, 13, GR, FV1A, FV2, 23, Oakwood

TOTAL GPM AVAILABLE: 333

TOTAL SUPPLIES TO SYSTEM: 700,488 CF 16.08 AF

HYDRANT WATER SALES:

POTABLE WATER IN STORAGE 3.306 MG (3.7 MG MAX) 89 %

FOSTER LAKE LEVEL: -0-

STRAWBERRY CREEK DIVERSION DRAW: -0-

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

DISTRIBUTION SYSTEM FLUSHING INCLUDING FIRE DEPT. USE -700- CF

STATIC WATER LEVELS:

FOSTER LAKE AREA: 29.5' ST

FERN VALLEY ARE: FV1A 396' PL FV2 320' ST

CREEK AREA:

#23 207' pl #24 100.5' pl

WELL #26 49' ST

WELL #27 48' ST

WELL #28 126.5' ST

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

Dec-18

DATE 1/2/2019

IN DISTRICT STORAGE SUPPLY	<u>185,914</u> C.F.	}	442,100
FOSTER LAKE STORAGE SUPPLY	<u>256186</u> C.F.		
			TOTAL STORAGE SUPPLY
INCREASE	<u>0</u> C.F.		
DECREASE	<u>0</u> C.F.		
SUPPLIES TO SYSTEM	<u>700,448</u> C.F.		
I.W.D. FLUSHING	<u>700</u> C.F.		
FOSTER LAKE LEVEL	<u>0</u> MAXIMUM OF 18'		

STATIC GROUND WATER LEVELS:

F.L. AREA	29.5 FEET ST	
F.V. AREA:		
F.V.1A	396 FEET PL	
F.V.#2	320 FEET PL	
CREEK AREA #23	207 FEET PL	
WELL #24	FEET	
WELL #26	49 FEET ST	
WELL #27	48 FEET	
STORAGE SUPPLIES(MAXIMUM OF 3.702 MILLION GALLONS)	89 %	
MAINLINE LEAK REPAIRS	5000 gal	
STRAWBERRY CREEK DIVERSION	0 C.F.	<u>0</u> A.F.
FERN VALLEY 1A WELL	208,150 C.F.	<u>4.78</u> A.F.
STRATTON WELL #23 DRAW		<u>1.32</u> A.F.
OAKWOOD WELL DRAW(PRIVATE)		<u>0.08</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)	18.7	65,618
GOLDEN ROD TANK (891 CF/FOOT)	22.1	19,691
WILDWOOD TANK (919 CF/FOOT)	13.1	12,038
ROCKDALE TANK (2,718 CF/FOOT)	22.6	61,426
FOSTER LAKE TANKS (11,698 CF/FOOT)	21.9	256,186
SEWER PLANT USAGE		
DELANO TANK (1,337 CF/FOOT)	20.3	27,141
HYDRANT SALES IN CUBIC FEET		

Idyllwild Water District Well Production Data

Month: December Year: 2018 Date: 1/1/2019

	Well Name	#	Acre Feet	Cubic Feet	PT/FT	Status	GPM
1	Horizontal	1	.85	36,810	FT	ON	6.8
2	Foster Lake	2	.18	8,010	PT	OFF	91.8
3	Foster Lake	4	4.62	20,1397	FT	ON	40.3
4	Foster Lake	5					
5	Foster Lake	8					
6	Foster Lake	9					
7	Foster Lake	10	.07	2,969	PT	OFF	6.9
8	Foster Lake	11					
9	Foster Lake	12					
10	Foster Lake	13	1.12	48,720	PT	OFF	1.12
11	Foster Lake	15					
12	Foster Lake	16					
13	Nature Ctr	26	0			OFF	
14	Nature Ctr	27					
15	Stratton	23	1.32	57,430	PT	ON	41.5
16	Curtis	24	0			OFF	
17	Donahoo	25					
18	Golden Rod		.39	17,100	PT	OFF	17.9
19	Fern Valley	1A	4.78	208,150	FT	ON	88.6
20	Fern Valley	2	3.65	158,823	PT	ON	35.6
21	Rockdale	28	0				
22	Dutch Flats	1					
23	Dutch Flats	2					
24	Dutch Flats	3					

Total Cubic Feet: 743,094

Cedar Glen 4" Meter	<u>255,260CF</u>	<u>5.86 AF</u>	
			<u>700,448 CF</u>
			Supplies to System
In District Production Wells 13-19	<u>445,188 CF</u>	<u>10.22 AF</u>	
			<u>16.08 AF</u>
			Total AF
Production Days <u>29</u>			
Minutes <u>41,760</u>	<u>125.4 GPM</u>		

Memo

TO: BOARD MEMBERS
FROM: HOSNY SHOUMAN
DATE: JANUARY 16, 2018
RE: (ITEM #2) NEW JOB TITLE CHANGE

The Board will consider changing the title of Chief Operation Officer to Field Supervisor with the same Job Description and Salary Range

Attachment:

Job Description

**IDYLLWILD WATER DISTRICT
JOB DESCRIPTION**

POSITION: FIELD SUPERVISOR

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

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

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

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

Required Qualifications: Requires a knowledge of principles, methods and practices used in water and wastewater system maintenance, operation and construction work; principles, methods and practices of vehicle and construction equipment operation, use, maintenance and repair; principles, methods and practices used in building and grounds maintenance; principles, methods and practices used in treatment plant operations, maintenance and construction work; rules, regulations and codes applicable to District maintenance, operation and construction functions; District policies, rules, regulations and procedures; work safety standards and requirements; principles of supervision, training and management. Requires an ability to plan, organize, manage and administrator the maintenance, construction and operations functions of the District; oversee the establishment and maintenance of certification, training and work safety programs; perform administrative reviews of work activities, costs, staffing requirements, equipment uses and time requirements; effectively represent District maintenance, operation and construction functions with the public, contractors and other governmental organizations; establish and maintain cooperative working relationships. State of California Grade III Water Treatment, Distribution And Wastewater Certification. AWS Pipe Welding Certification.

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

Typical Physical Activities. Travels regularly by vehicle in overseeing District facilities and field operations; frequently works in an outdoor environment with exposure to dust, dirt and significant temperature changes

between cold and heat; communicates orally with District personnel and the public; uses a telephone; stands and walks for extended time periods; hearing and vision must be within normal ranges.

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

Memo

TO: BOARD MEMBERS
FROM: HOSNY SHOUMAN
DATE: JANUARY 16, 2018
RE: (ITEM #3) NEW GENERAL MANAGER AND NEW FIELD SUPERVISOR

The Board will review the contract agreed upon by the Board between the Idyllwild Water District and Michael Creighton and will vote to accept the contract and hire him as General Manager and hiring of the Field Supervisor Joel Sears.

Attachment:

Employment Agreement between Michael Creighton and the Idyllwild Water District

Letter of Hire for General Manager

Letter of Hire for Field Supervisor



Organizational Chart

Idyllwild Water District

Board of Directors
Board Member – Steve Kunkle
Board Member – Peter Szabadi
Board Member – Chip Schelly
Board Member – David Hunt
Board Member – Les Gin

General Manager
Michael Creighton

C.F.O
Hosny Shouman

Field Supervisor
Joel Sears

Administrative Assistant
Jeannine Copelin

Sewer Department
Chief Operator
Fritz Wuttke

Water Dept. Chief
Operator
Jerry Johnson

Office Assistant
Amy Miller Hawley

Sewer Maintenance I
Technician
Danny Campbell

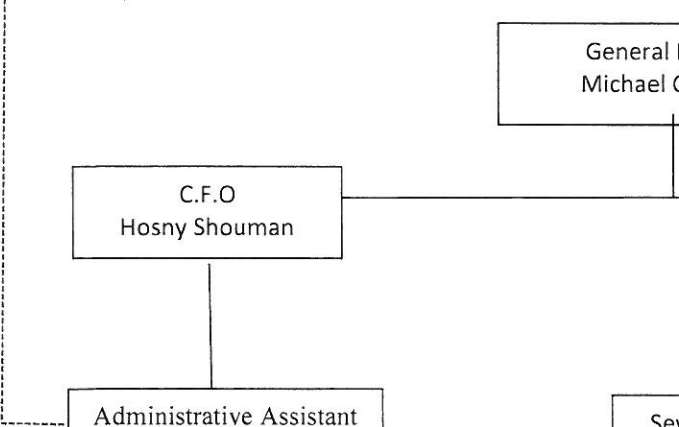
Water Treatment Plant
Operator
Joseph Reyes

Sewer Maintenance II
Technician
(Vacant)

Maintenance
Technician I
Dillon Pullati

Maintenance
Technician I
Tyler Puckett

Secretary to Board



IDYLLWILD WATER DISTRICT

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

EMPLOYMENT AGREEMENT

This Agreement, dated as of January 16, 2018, is between Idyllwild Water District ("Employer" or "District") a government entity formed under Section 30000 of the California Water Code, and Michael Creighton, an individual, ("Employee"). Employer and Employee (collectively "Parties") agree to the following terms and conditions of employment.

1. Period of Employment. Employer shall employ Employee from the Effective Date of this Agreement until the employment is terminated in accordance with Section 4 of this Agreement. The Effective Date of this Agreement shall be January 16, 2019. The Employee expressly agrees that the subject employment relationship under this Agreement is "at will" and that the Employee serves at the pleasure of the Board of Directors of the District. Employee further agrees that the subject employment will be considered probationary for the first year of the subject employment and further employment will depend on the satisfactory performance of the duties and responsibilities of the Employee set forth in in the District's General Manager job description, which appears as Exhibit "A" attached hereto and the performance of additional tasks and duties which may be required by the District. After the probationary period, employment will continue to be at will, which means termination of employment by Employee or Employer may occur for any reason or no reason.

2. Position and Responsibilities.

- (a) Position. Employee accepts employment with Employer as its General Manager and shall lawfully and competently perform all services appropriate to that position, as well as such other services consistent with the General Manager position as may be assigned by Employer's Board of Directors. These duties include, but are not limited to, those set forth in the District's General Manager description, which appears as Exhibit "A" to this Agreement and is incorporated into this Agreement by reference as if set forth in full herein. The District's Board may at any time during the term of this Agreement modify any provisions of the General Manager job description without further notice to the Employee. Employee shall devote his best efforts and attention to the satisfactory performance of his duties.
- (b) Other Activity. Employee (during his employment with Employer) shall not engage, directly or indirectly, in any other business, commercial, or professional activity (whether or not pursued for pecuniary advantage) that is or may generate financial or other conflict of interest, including time commitments, with his position as General Manager or the appearance thereof. Nor shall Employee seek or accept any personnel enrichment or profit derived from confidential information or misuse of public property or time. If Employee is not certain whether or not a particular proposed outside activity is permitted under this Agreement, he shall ask the Board of Directors in writing for a determination thereon before engaging in the activity, and the Board of Directors shall within thirty (30) days make a determination thereon.

IDYLLWILD WATER DISTRICT

Failure to act on the part of the Board of Directors within said thirty (30) day period shall be deemed approval.

3. Compensation and Benefits.

- (a) Compensation. Employer shall pay Employee a salary of \$104,833.00, Step 3 in the current attached Schedule of Compensation, per month, in accordance with Employer's regularly established policies for payroll distribution. As a salaried Employee, the Employee shall devote the required time and effort to completely and satisfactorily fulfill and carry out his duties and the Employee, it is understood by the Employee that this is a fulltime position. The position is exempt from overtime under FLSA.
- (b) Benefits. Employee shall be entitled to receive the benefits as noted below in addition to any that are offered to all employees:
- a. Automobile. The use of a District owned automobile for a period while the Employee has not become a resident of the District, for driving to and from the District offices and facilities and District business use. Employee shall be responsible for fuel costs for the vehicle.
 - b. Expenses. Employer shall reimburse Employee for reasonable travel and other business expenses incurred by Employee in the performance of his duties, in accordance with Employer's policies, as they may be amended in Employer's sole discretion. However, such travel expenses shall not be duplicative of any car expenses already covered by the allowance in subsection (i)
 - c. Residency Incentive Pay. The Employee shall be entitled to receive a monthly residency incentive pay of \$500.00 in addition to the Employee's pay per month commencing on the first day of the month upon the Employee establishing his permanent residence within six (6) miles of the location of the District's Office for the entire term of his employment as long as such permanent residence is maintained. The Board President may request reasonable proof of residency periodically be shown the Board President, such as a lease or utility bill. There is a need for the General Manager to live close to the District office, and provide incentive pay for such proximity, due to the mountainous location of the District, the higher cost of housing on the mountain, the need for the Employee to respond to emergencies quickly, the fact that snow and rain cause road closures, and the difficulty of finding qualified applicants who can quickly respond if they live at the bottom of the mountain.
- (c) The Employee shall be entitled to all the benefits enumerated in the Personal Policy of the District, except for health insurance which has been declined by the Employee for the full term of his employment by the District. The employee has his own policy pursuant to a retirement plan with his employers. Further, by voluntarily executing this Agreement the Employee specifically confirms him having declined health care insurance coverage provided by the District.

IDYLLWILD WATER DISTRICT

4. Termination of Employment.

(a) By Employer for Any Cause. At any time, during the course of this Agreement, Employer may terminate Employee for any reason, with or without cause. Employer shall not be required to provide advance notice, hearing or so-called *Skelly* procedure. Employer must make a determination to terminate Employee by a valid and formal vote of the Board of Directors. Such resolution by the Board shall set the effective date of such termination. Employer may discipline, demote, or dismiss Employee as provided in this Section 4 notwithstanding anything to the contrary contained in or arising from any statements, policies, or practices of Employer relating to the employment, discipline, or termination of its employees. The Employer may, in its discretion, grant the Employee a severance pay package, however the payment of such severance compensation shall be conditioned upon the Employee executing a general release agreement providing for the general and unconditional release of all known and unknown claims against the District, its Board and Employees with a waiver of any and all rights under Section 1542 of the California Civil Code.

(b) Termination Obligations. Employee agrees that all property, including, without limitation, all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by Employee incident to his employment belongs to Employer and shall be returned promptly to Employer upon termination of Employee's employment. Employee's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement. The Employee agrees that he shall cooperate with the District after the termination his employment as may become necessary relative to any actions he had taken or supervised while he was employed by the District.

5. Evaluation. Employee during the current one-year probation period will be evaluated at regular interval(s) selected by the Board. The first such Evaluation shall be conducted no later than the completion of six (6) months of employment by the Employee. Failure of the Board to provide such evaluation shall not in any way limit the Board's ability to terminate this Agreement pursuant to Section to section 4.

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

IDYLLWILD WATER DISTRICT

be construed to allow a violation of any law, including but not limited to the Public Records Act, and shall be read in harmony with its provisions and exceptions.

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

Employer's Notice Address:
President, Board of Directors
Idyllwild Water District
P.O. Box 397
Idyllwild, CA 92549-0397

Employee's Notice Address:
Michael Creighton
26615 Del Rosa Drive
Hemet, CA 92544

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

9. Direction from Board. Employee shall take direction as to matters of District business only from the Board as a whole or from a duly authorized Board Committee which has been granted the power by the Board to give direction to Employee.

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

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

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

IDYLLWILD WATER DISTRICT

11. Amendments. This Agreement may not be amended except in a written document signed by each of the Parties. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.
12. Assignment. Employee shall not assign any rights or obligations under this Agreement. Employer may, upon prior written notice to Employee, assign its rights and obligations hereunder.
13. Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.
14. Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall not be entitled to recover reasonable attorneys' fees and costs.
15. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of California.
16. Venue. The venue for any litigation to interpret or enforce this Agreement shall be in the Riverside Superior Court.
17. Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.
18. Partial Invalidity. In the event any provision of this Agreement is void or unenforceable for any reason, then the remaining provisions shall continue to be in full force and effect.
19. Employee Acknowledgment. Employee acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.
20. This Agreement shall be effective when and if it is approved by a valid vote of the Board of Directors of this District at a regular meeting.

The Parties have duly executed this Agreement and agreed to its terms and provisions as of the date first written above.

IDYLLWILD WATER DISTRICT

Dr. Charles Schelly
Board President

Date: _____

Michael Creighton

Date: _____

IDYLLWILD WATER DISTRICT

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

January 3, 2018

To: Michael Creighton

From: Hosny Shouman, Chief Financial Officer on Behalf Board of Directors of Idyllwild Water District

Re: Offer of Employment subject to approval of the Board of Directors of the Idyllwild Water District

Congratulations, this will confirm that Idyllwild Water District is making an employment offer to you for a fulltime position of General Manager of Idyllwild Water District. Your job duties are fully described in the attached job description. Our offer of employment is conditioned on your successfully completing a background check and pre-employment drug test and approval of your hiring by the Board of Directors at a public meeting of the Board. We have tentatively scheduled such meeting for January 16, 2019 at 6:00 P.M., at which meeting you will be required to be present and respond to any inquiries of the public.

We expect that your employment, based on your availability will start no later than February 1, 2019. Your first year's annual salary will be \$104,833 which is step 3 of our pay schedule for your position. You will also be entitled to receive a special stipend of \$500.00 per month starting when you will make your permanent residence within 6 miles of our District's office. You will be a probationary employee for the first year of your employment with the District. The Board of Director reserves the right to terminate your employment with or without cause at any time.

Pursuant to our rules, after six months you will have the following benefits: sick leave and vacation time and be eligible for our retirement Plan 457b plan. However, during the introductory period you will be able to use vacation or sick leave.

We also understand that you have declined the health care insurance coverage offered to our employees. Should you elect to take such coverage in the future your salary will be appropriately adjusted.

As your employment is conditioned on passing of a pre-employment drug screening, satisfactory background check which may include contacting previous employers, and

IDYLLWILD WATER DISTRICT

verification of identity and right to work in the United States (1-9 form), please provide the District your Driver's License and Social Security card at your earliest opportunity so that all the preliminary steps can be completed prior to the above referenced public meeting of our Board.

The terms of your employment will be reflected in an Employment Agreement to be drafted by our corporate counsel. In the event of any conflict said Employment Agreement shall govern the terms of your employment with the District.

I have read and understand the foregoing conditions of employment and agree and they are acceptable to me.

Signature 
Michael Creighton

Date 1/7/19

Signature H. Shouman

Date 1/7/2018

Hosny Shouman C.F.O.

Memo

TO: BOARD MEMBERS

FROM: HOSNY SHOUMAN

DATE: JANUARY 16, 2018

RE: (ITEM #4) THE BOARD WILL CONSIDER THE APPROVAL OF THE HIRING OF JOEL SEARS FOR FIELD SUPERVISOR.

The Board will consider the Hiring of the New Field Supervisor.

Attachment:

Job Description

IDYLLWILD WATER DISTRICT

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

January 3, 2018

To: Joel Sears

From: Hosny Shouman, Chief Financial Officer on Behalf Board of Directors of Idyllwild Water District

Re: Offer of Employment subject to approval of the Board of Directors of the Idyllwild Water District

Congratulations, the Idyllwild Water District is making an employment offer to you for a fulltime position of Chief Operation Officer of Idyllwild Water District . Your job duties are fully described in the attached job description. Our offer of employment is conditioned on your successfully completing a background check and pre-employment drug test and approval of your hiring by the Board of Directors at a public meeting of the Board. We have tentatively scheduled such meeting for January 15, 2019 at 6:00 P.M., at which you will be required to be present and respond to any inquiries of the public.

We expect that your employment, based on your availability will start no later than February 1, 2019. Your first year's annual salary will be \$92,791 which is step 12 of our pay schedule for your position. You will also be entitled to receive a special stipend of \$500.00 per month starting when you will make your permanent residence within 6 miles of our District's office. You will be a probationary employee for the first year of your employment with the District.

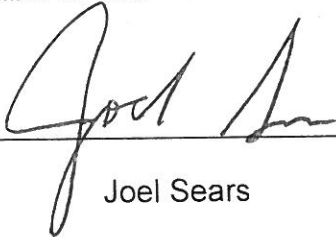
Pursuant to our rules, after 30 days of employment you may receive medical benefits, after six months you will receive the following benefits: sick leave and vacation time and be eligible for our retirement Plan 457b plan. However, during the introductory period you will be able to use vacation or sick leave.

As your employment is conditioned on passing of pre-employment drug screen, satisfactory background check which may include contacting previous employers, and verification of identity and right to work in the United States (1-9 form), please provide the District your Driver's License and Social Security card at your earliest opportunity so that all the preliminary steps can be completed prior to the above referenced public meeting of our Board.

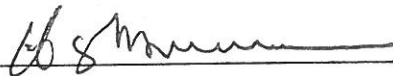
IDYLLWILD WATER DISTRICT

The terms of your employment will be reflected in an Employment Agreement to be drafted by our corporate counsel. In the event of any conflict, said Employment Agreement shall govern the terms of your employment with the District.

I have read and understand the foregoing conditions of employment and agree and they are acceptable to me.

Signature 
Joel Sears

Date 1/4/2019

Signature 
Hosny Shouman, C.F.O.

Date 1/4/2019

Memo

TO: BOARD MEMBERS
FROM: HOSNY SHOUMAN
DATE: JANUARY 16, 2019
RE: (ITEM # 5) – ELECTION OF OFFICERS

The Board will make the annual selection of a President and Vice-President for calendar year 2019.

Memo

To: Board of Directors

From: Hosny Shouman

Date: January 16, 2019

Subject: ITEM #6– RECONSIDER A CHANGE ORDER WITH GNW CONSTRUCTION ON THE LILY CREEK FLOW MONITORING STRUCTURE PROJECT

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

Background: On December 19, 2018, the Idyllwild Water District Board of Directors asked for more explanation for the increased budgeted amount.

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

Attachments:

-Original Proposal

-Support for Additional Compensation

GNW CONSTRUCTION

gnwconstruction.com

CA LICENSE# 931706

951-323-7361

Flow measuring weir Project proposal

10-8-18

**Idyllwild Water District
Idyllwild CA 92549
Job# 10012018-1**

Work to include:

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

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

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

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

Labor Costs;

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

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

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

Total estimated cost =\$27,000.00

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

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

GNW CONSTRUCTION

gnwconstruction@yahoo.com

CA LICENSE# 931706

951-323-7361

1-5-2019

Original Weir budget estimation and reasons for overage

Original estimate for the Weir project was based on 3 40 hour weeks (120 man hours) utilizing 2 laborers at \$35 per hour (\$70), 1 General Carpenter at \$45.00 per hour, 1 Foreman at \$55.00 per hour, 1 General Contractor at \$65.00 per hour, plus 17.5% contractor fee.

Totaling estimated man hours of:

240 hours @\$35.00, 120 hours @\$45.00, 120 hours @\$55.00, 28 hours @\$65.00x 17.5% CT fee = **\$27,000.00**

The actual man hours used to complete the project are as follows:

273 hours @\$35.00, 129.5 hours @\$45.00, 152.5 hours@ \$55.00, 13 hours @\$65.00

1 additional concrete pour pump fee @ \$350.00 x 17.5% CT fee = **\$29,333.87**

Total over original estimate amount = **\$2,333.87**

Much of this project was below grade and unknown until further excavation.

Main items contributing to overages:

-Trash back fill and dumped items that needed to be removed in the vicinity of the weir to be able to work safely as well as the need to haul away the materials to be able to get equipment and trucks in to the staging area.

-3 days of unanticipated grading and tractor work

-Less than favorable soil conditions warranting an additional key way pour and causing larger footings and additional concrete.

-Originally, we anticipated Water District would provide more support labor to assist in the project. This involvement was limited, extending the construction time.

INVOICE

GNW CONSTRUCTION

gnwconstruction.com

CA License # 931706

951-323-7361

INVOICE #006

TO:
Idyllwild Water District
Idyllwild CA 92549

	JOB	PAYMENT TERMS	CONTRACT TERMS
	Job# 10012018-1	Due upon receipt	Cost Plus

DATE	WORK SITE	CONSTRUCTION SERVICE	PAID/DUE	SERVICE FEE
12-19-18	Foster Lake	Flow measuring Weir project foundation construction		
		Invoice 005		\$4,412.12
		Partial payment received	PAID	\$2,178.26
		Outstanding balance due	DUE	\$2,233.86
		Invoice 001 Paid	PAID	\$3,854.00
		Invoice 002 Paid	PAID	\$4,976.12
		Invoice 003 Paid	PAID	\$8,201.50
		Invoice 004 Paid	PAID	\$7,890.12
		Invoice 005 Partial Payment	Partial Payment	\$2,178.26
			TOTAL	\$29,333.86
	Total Paid TD	\$27,100.00		
	TOTAL DUE	\$2,233.86		

Please make all checks payable to GNW Construction

PO BOX 3500 Idyllwild Ca 92549

Also accepting all major Credit Cards

THANK YOU FOR YOUR BUSINESS!

Memo

TO: BOARD MEMBERS

FROM: HOSNY SHOUMAN

DATE: JANUARY 16, 2018

RE: (ITEM #7) MEET AND GREET

The Board will consider arranging a meeting of the New General Manager and New Field Supervisor to the Community.