



REGULAR MEETING OF THE BOARD OF DIRECTORS

IDYLLWILD WATER DISTRICT
25945 Highway 243
Idyllwild, CA 92549

August 16, 2023 – 6:00 P.M.

This meeting is being conducted in person at the address above and is open to the public. The video conference feature is being provided solely for the benefit of the public, and is not required. If there is a disruption in the video conference during the meeting, the meeting will continue.

Zoom Information

Topic: Board of Directors Meeting

Time: Aug 16, 2023, 06:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/83463810956?pwd=M1RoWTBpbjdLZFI0RStub1JYd2diZz09>

Meeting ID: 834 6381 0956

Passcode: 574250

One tap mobile

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+17207072699,,83463810956#,,,,*574250# US (Denver)

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 act on the item at this meeting. As to matters on the agenda, people 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 at the Board as a whole and not directed to individual Board members.



1. CONSENT CALENDAR – 10 minutes

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 19, 2023

B. FINANCIAL REPORTS

1. Income statement for the first month ending July 31, 2023
2. District warrants for July 2023

Check #17809 – 17855	= \$	186,593.81
Gross Payroll	= \$	66,255.48
Federal/State PR taxes	= \$	5,619.00
LAIF Transfers	= \$	0.00
Transfers/charges	= \$	346.00

C. OPERATIONS REPORT

INFORMATION

2. **GENERAL MANAGER REPORT** – 5 minutes

DISCUSSION ITEMS

3. **EMPLOYEE MANUAL, CHAPTER 7** – 10 minutes
4. **BUILDING AD HOC COMMITTEE UPDATE** – 10 minutes



ACTION ITEMS

5. **RAW WATER PIPELINE JAMESON DRIVE TO PUMP STATION FERN VALLEY NO. 1A** – 10 minutes

The Board of Directors consider approving El-Co Contractors, Inc. to install approximately 800 feet in length of 10-inch raw water pipeline from Jameson Drive to Pump Station Fern Valley No. 1A at an estimated cost of \$363,380.00.

6. **PURCHASE 2023 TOYOTA TACOMA 4X4 DOUBLE CAB TRUCK** – 10 minutes

The Board of Directors consider approving the purchase of a new 2023 Toyota Tacoma 4X4 Double Cab truck from Gosch Auto in Hemet at a total cost of \$46,816.

7. **EMPLOYEE RETENTION POLICY** – 10 minutes

The Board of Directors will consider approving Employee Retention Policy Number 2023-001.

8. **APPROVE RESOLUTION 795 INCREASING CALIFORNIA CLASS INVESTMENTS TO \$500,000** – 10 minutes

The Board of Directors will consider approving Resolution 795 increasing investments to \$500,000 with California Class Investments.

9. **AGREEMENT FOR ENVIRONMENTAL PLANNING SERVICES WITH TERRA NOVA PLANNING & RESEARCH**- 10 minutes

The Board of Directors will consider approving an agreement with Terra Nova Planning & Research, Inc. to provide environmental planning services for the proposed Strawberry Creek Diversion Rehabilitation and Pipeline Relocation Project at a cost of \$84,605.00.



CLOSED SESSION

10. CONFERENCE WITH REAL PROPERTY NEGOTIATOR – GOV'T CODE SECTION 54956.8

Property Description: Assessor's Parcel Number (APN) 906-040-021

Agency: Idyllwild Water District

District Negotiator: Leo Havener, General Manager

Negotiating Parties: Malek Alqadi

Under Negotiation: Price and Terms

11. CONFERENCE WITH REAL PROPERTY NEGOTIATOR – GOV'T CODE SECTION 54956.8

Property Description: Assessor's Parcel Number (APN) 557-120-002

Agency: Idyllwild Water District

District Negotiator: Leo Havener, General Manager

Negotiating Parties: Idyllwild Arts School

Under Negotiation: Price and Terms

DIRECTORS COMMENTS – 5 minutes

ADJOURNMENT

The next Board meeting is a Regular Meeting scheduled for Wednesday, September 20, 2023, at 6:00 p.m., to be held at the Idyllwild Water District Boardroom, 25945 Hwy. 243, 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: office@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 those reasonable arrangements can be made to provide accessibility to the meeting.



MINUTES OF REGULAR MEETING OF THE BOARD OF DIRECTORS

IDYLLWILD WATER DISTRICT
25945 Highway 243
Idyllwild, CA 92549

July 19, 2023 – 6:00 P.M.

AGENDA

CALL TO ORDER

President Schelly called the meeting to order at 6:04 p.m.

ROLL CALL

Directors Olson, Kunkle, Vice President Szabadi, and President Schelly were present. General Manager Havener, General Counsel Guiboa, and Chief Financial Officer Shouman were present.

PUBLIC COMMENTS

None

1. CONSENT CALENDAR

A. MINUTES

Regular Board Meeting: June 21, 2023
Special Board Meeting: June 30, 2023

B. FINANCIAL REPORTS

1. Income statement for the twelfth month ending June 30, 2023
2. District warrants for June 2023

Check #17769 – 17808	= \$ 266,485.64
Gross Payroll	= \$ 65,230.00
Federal/State PR taxes	= \$ 5,697.00
LAIF Transfers	= \$ 0.00
Transfers/charges	= \$ 387.00

C. OPERATIONS REPORT



DIRECTOR COMMENTS

Director Olson inquired about monthly financials and pump information in the Operations Report.
Director Kunkle inquired about sewer SCADA costs.

PUBLIC COMMENTS

Steve Molten inquired about conversation stages

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

The vote was as follows:

AYES

Director Olson
Director Kunkle
Vice President Szabadi
Director Schelly

NAYS

ABSTAIN

ABSENT

Motion approved.

INFORMATION

2. GENERAL MANAGER REPORT

General Manager Havener provided his report.

DIRECTOR COMMENTS

None

PUBLIC COMMENTS

Steve Molten inquired about the lower administration building condition.

DISCUSSION ITEMS

3. EMPLOYEE MANUAL, CHAPTER 6



DIRECTOR COMMENTS

President Schelly inquired about several items in Chapter 6 and the staff answered.

PUBLIC COMMENTS

Steve Molten inquired about military leave.

4. BUILDING AD HOC COMMITTEE UPDATE

Director Olson provided an update about the lower administration building.

DIRECTOR COMMENTS

President Schelly inquired as to the next step in the process and concurred that obtaining estimates for remodeling the lower administration building seems feasible.

PUBLIC COMMENTS

Marge Muir inquired about building standards for the remodeling of the building.

5. VEHICLE REPAIR AND MAINTENANCE UPDATE

General Manager Havener provided an update.

DIRECTOR COMMENTS

Director Kunkle stated concerns about each field staff obtaining a commercial license.

PUBLIC COMMENTS

Mitch Davis inquired about the type of commercial license required.

ACTION ITEMS

6. APPROVE RESOLUTION NO. 794 GIVING NOTICE OF A SPECIAL ELECTION TO BE HELD ON MARCH 5, 2023, FOR THE ELECTION OF A BOARD MEMBER TO FILL A VACANCY

The Board of Directors will consider approving Resolution No. 794 to call for an election on March 5, 2024 to fill a board vacancy.



DIRECTORS COMMENTS

None

PUBLIC COMMENTS

Steve Molten inquired about the number of Board members required.

A MOTION was made by Director Olson to approve Resolution No. 794 to call for an election in March 2024 to fill a board vacancy. Vice President Szabadi second.

The vote was as follows:

AYES

Director Olson
Director Kunkle
Vice President Szabadi
Director Schelly

NAYS

ABSTAIN

ABSENT

Motion approved.

CLOSED SESSION

Board entered Closed Session at 7:20 p.m.

7. CONFERENCE WITH REAL PROPERTY NEGOTIATOR – GOV'T CODE SECTION 54956.8

Property Description: Assessor's Parcel Number (APN) 906-040-021
Agency: Idyllwild Water District
District Negotiator: Leo Havener, General Manager
Negotiating Parties: Malek Alqadi
Under Negotiation: Price and Terms

8. CONFERENCE WITH REAL PROPERTY NEGOTIATOR – GOV'T CODE SECTION 54956.8

Property Description: Assessor's Parcel Number (APN) 557-120-002
Agency: Idyllwild Water District
District Negotiator: Leo Havener, General Manager
Negotiating Parties: Idyllwild Arts School
Under Negotiation: Price and Terms



9. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Public Employee Performance Evaluation § 54957 Title: General Manager

The Board resumed Open Session at 9:17 p.m.

REPORT FROM CLOSED SESSION

No reportable action.

DIRECTORS COMMENTS

None

ADJOURNMENT

Board adjourned at 9:17 p.m.

The next Board meeting is a Regular Meeting scheduled for Wednesday, August 16, 2023, at 6:00 p.m., to be held at the Idyllwild Water District Boardroom, 25945 Hwy. 243, Idyllwild, CA 92549.

IDYLLWILD WATER DISTRICT

IDYLLWILD WATER DISTRICT

BY: _____

BY: _____

Leo Havener
BOARD SECRETARY

Dr. Charles Schelly
BOARD PRESIDENT



IDYLLWILD WATER DISTRICT

Memo

To: Board of Directors
From: Leo Havener, General Manager
Date: July 19, 2023
Subject: Item 1B – Financial Reports

Recommendation:

Board of Directors accept June 2023 Financial Reports.

Attachments:

- Water Fund Condensed Income Statement
- Sewer Fund Condensed Income Statement
- District Warrants and Other Disbursements

IDYLLWILD WATER DISTRICT
Water Fund Condensed Income Statement
Operating Revenue - Water
Fiscal Year 2023 - 2024

Operating Revenue - Water	July 2023			Year to Date: July 2023				
	Condensed By Category	Actual	Budget	Variance	%	Actual	Budget	Variance
Base - Residential / Commercial	91,990	91,990	-	0.00%	91,990	91,990	-	0.00%
Sales - Residential / Commercial	89,409	80,000	9,409	11.76%	89,409	80,000	9,409	11.76%
Other Operating Revenue	-	-	-	0.00%	-	-	-	0.00%
Other Non - Operating Revenue	-	-	-	0.00%	-	-	-	0.00%
Total Operating Revenues	181,399	171,990	9,409	5.47%	181,399	171,990	9,409	5.47%

Operating Revenue - Water	July 2023				Year to Date: July 2023			
	By Category	Actual	Budget	Variance	%	Actual	Budget	Variance
Base Rate - Residential	67,293	67,293	-	0.00%	67,293	67,293	-	0.00%
Base Rate - Commercial	24,697	24,697	-	0.00%	24,697	24,697	-	0.00%
Sales - Residential	51,199	50,000	1,199	2.40%	51,199	50,000	1,199	2.40%
Sales - Commercial	38,210	30,000	8,210	27.37%	38,210	30,000	8,210	27.37%
Sales - Sewer	-	-	-	0.00%	-	-	-	0.00%
Sales - Construction / Other	-	-	-	0.00%	-	-	-	0.00%
Transfer Fees	-	-	-	0.00%	-	-	-	0.00%
Turn On / Off Fees	-	-	-	0.00%	-	-	-	0.00%
Lien & Lien Release Fees	-	-	-	0.00%	-	-	-	0.00%
Delinquency Fees	-	-	-	0.00%	-	-	-	0.00%
Will Serve Letter Fees	-	-	-	0.00%	-	-	-	0.00%
Other Miscellaneous	-	-	-	0.00%	-	-	-	0.00%
Installation Fees	-	-	-	0.00%	-	-	-	0.00%
Capacity Fees	-	-	-	0.00%	-	-	-	0.00%
Total Operating Revenues	181,399	171,990	9,409	5.47%	181,399	171,990	9,409	5.47%

IDYLLWILD WATER DISTRICT
Water Fund Condensed Income Statement
Operating Expenses - Water
Fiscal Year 2023 - 2024

No.	By Category	July 2023				Year to Date: July 2023			
		Actual	Budget	Variance	%	Actual	Budget	Variance	%
1	Wages and Salaries Expenses	53,500	54,979	1,479	2.69%	53,500	54,979	1,479	2.69%
2	Retirement Plan and Life Insurance	3,254	3,370	116	3.44%	3,254	3,370	116	3.44%
3	Medical Insurance	15,103	10,200	(4,903)	-48.07%	15,103	10,200	(4,903)	-48.07%
4	Uniform Expenses	700	900	200	22.22%	700	900	200	22.22%
5	Worker's Comp Insurance	-	-	-	0.00%	-	-	-	0.00%
6	Retirement Medical Insurance	2,414	2,500	86	3.44%	2,414	2,500	86	3.44%
7	Board Reimbursement	-	600	600	100.00%	-	600	600	100.00%
8	Office Supplies	2,448	1,500	(948)	-63.20%	2,448	1,500	(948)	-63.20%
9	Office Cleaning Service	240	250	10	4.00%	240	250	10	4.00%
10	Postage and Mailing Fees	720	1,500	780	52.00%	720	1,500	780	52.00%
11	Training and Education	144	500	356	71.20%	144	500	356	71.20%
12	Reimbursement, Travel, Meals, Etc.	-	1,000	1,000	100.00%	-	1,000	1,000	100.00%
13	Dues, Fees, Subscriptions	727	1,500	773	51.53%	727	1,500	773	51.53%
14	Computer Services	2,976	1,600	(1,376)	-86.00%	2,976	1,600	(1,376)	-86.00%
15	Legal Services	5,445	2,000	(3,445)	-172.25%	5,445	2,000	(3,445)	-172.25%
16	Engineering and Consulting	-	100	100	100.00%	-	100	100	100.00%
17	Utilities, Electricity	154	8,900	8,746	98.27%	154	8,900	8,746	98.27%
18	Utilities, Gas & Fuel	-	620	620	100.00%	-	620	620	100.00%
19	Utilities, Propane	322	100	(222)	-222.00%	322	100	(222)	-222.00%
20	Utilities, Telephone and Internet	4,444	2,500	(1,944)	-77.76%	4,444	2,500	(1,944)	-77.76%
21	Utilities, Waste Management Fees	444	250	(194)	-77.60%	444	250	(194)	-77.60%
22	Insurance, Liability, Auto, Property	-	10,000	10,000	100.00%	-	10,000	10,000	100.00%
23	Fees, State, County Water System	-	-	-	-	-	-	-	-
24	General Plant & Treatment Services	31,102	12,500	(18,602)	-148.82%	31,102	12,500	(18,602)	-148.82%
25	Vehicles Repairs & Maintenance	143	1,500	1,357	90.47%	143	1,500	1,357	90.47%
26	Laboratory Services	-	4,000	4,000	100.00%	-	4,000	4,000	100.00%
27	Water Security System	-	500	500	100.00%	-	500	500	100.00%
28	Advertising and Publishing	2,998	1,200	(1,798)	-149.83%	2,998	1,200	(1,798)	-149.83%
29	Bank Fee Charge	-	250	250	100.00%	-	250	250	100.00%
30	Water Maintenance and Supplies	-	2,000	2,000	100.00%	-	2,000	2,000	100.00%
31	Accounting & Auditing Fees	-	2,000	2,000	100.00%	-	2,000	2,000	100.00%
32	IWD Leak	-	-	-	0.00%	-	-	-	0.00%
Total Operating Expenses		127,278	128,819	1,541	1.20%	127,278	128,819	1,541	1.20%
Total Income And (Loss)		54,121	43,171	7,954	18.42%	54,121	43,171	7,954	18.23%

IDYLLWILD WATER DISTRICT
Water Fund Condensed Income Statement
Water Sales In Cubic Feet
Fiscal Year 2023 - 2024

Water Sales In Cubic Feet	July 2022		
	Meter Size	Residential	Commercial
R1 5/8	711,416	97,392	808,808
R2 3/4	14,295	15,188	29,483
R3 1"	6,179	140,673	146,852
R4 1.1/2"	-	34,283	34,283
R5 2"	-	6,421	6,421
R6 3"	-	2,503	2,503
IA 3"	-	164,414	164,414
NC-WWTP	-	3,097	3,097
Total Water Sales	731,890	463,971	1,195,861

Water Accounts	July 2022		
	Meter Size	Residential	Commercial
R1 5/8	1,427	105	1,532
R2 3/4	12	18	30
R3 1"	50	38	88
R4 1.1/2"	-	17	17
R5 2"	-	6	6
R6 3"	-	1	1
IA 3"	-	1	1
NC-WWTP	-	1	1
Total Accounts	1,489	187	1,676

Sewer Accounts	July 2022		
	Service Type	Residential	Commercial
Sewer Acci S	423	166	589
Fire Services F "2"	-	-	-
Fire Services F "3"	-	-	-
Fire Services F "4"	-	3	3
Total Sewer Accounts	423	169	592

Total Water And Sewer Accounts **1,912** **356** **2,268**

IDYLLWILD WATER DISTRICT
Sewer Fund Condensed Income Statement
Operating Revenue - Sewer
Fiscal Year 2023 - 2024

Operating Revenue - Sewer	July 2023				Year to Date: July 2023			
	Condensed By Category	Actual	Budget	Variance	%	Actual	Budget	Variance
Base - Residential / Commercial	47,738	47,738	-	0.00%	47,738	47,738	-	0.00%
Other Operating Revenue	23,027	23,027	-	0.00%	23,027	23,027	-	0.00%
Total Operating Revenues	70,765	70,765	-	0.00%	70,765	70,765	-	0.00%

Operating Revenue - Sewer	July 2023				Year to Date: July 2023			
	By Category	Actual	Budget	Variance	%	Actual	Budget	Variance
Base - Residential / Commercial	47,738	47,738	-	0.00%	47,738	47,738	-	0.00%
Sales - Residential / Commercial	23,027	23,027	-	0.00%	23,027	23,027	-	0.00%
Other Operating Revenue	-	-	-	0.00%	-	-	-	0.00%
Other Non - Operating Revenue	-	-	-	0.00%	-	-	-	0.00%
Total Operating Revenues	70,765	70,765	-	0.00%	70,765	70,765	-	0.00%

IDYLLWILD WATER DISTRICT
Sewer Fund Condensed Income Statement
Operating Expenses - Sewer
Fiscal Year 2023 - 2024

No.	By Category	July 2023				Year to Date: July 2023			
		Actual	Budget	Variance	%	Actual	Budget	Variance	%
1	Wages and Salaries Expenses	11,992	13,000	1,008	7.75%	11,992	13,000	1,008	7.75%
2	Retirement Plan and Life Insurance	1,025	1,220	195	15.98%	1,025	1,220	195	15.98%
3	Medical Insurance	5,034	3,300	(1,734)	-52.55%	5,034	3,300	(1,734)	-52.55%
4	Uniform Expenses	700	353	(347)	-98.30%	700	353	(347)	-98.30%
5	Worker's Comp Insurance	-	580	580	100.00%	-	580	580	100.00%
6	Retirement Medical Insurance	804	1,850	1,046	56.54%	804	1,850	1,046	56.54%
7	Board Reimbursement	-	-	-	-	-	-	-	-
8	Office Supplies	816	590	(226)	-38.31%	816	590	(226)	-38.31%
9	Office Cleaning Service	80	70	(10)	-14.29%	80	70	(10)	-14.29%
10	Postage and Mailing Fees	240	275	35	12.73%	240	275	35	12.73%
11	Training and Education	-	-	-	-	-	-	-	-
12	Reimbursement, Travel, Meals, Etc.	-	110	110	100.00%	-	110	110	100.00%
13	Dues, Fees, Subscriptions	288	500	212	42.40%	288	500	212	42.40%
14	Computer Services	992	600	(392)	-65.33%	992	600	(392)	-65.33%
15	Legal Services	1,815	285	(1,530)	-536.84%	1,815	285	(1,530)	-536.84%
16	Utilities, Electricity	-	3,950	3,950	100.00%	-	3,950	3,950	100.00%
17	Utilities, Gas and Fuel	-	213	213	100.00%	-	213	213	100.00%
18	Utilities, Propane	-	-	-	-	-	-	-	-
19	Utilities, Telephone and Internet	1,468	1,000	(468)	-46.80%	1,468	1,000	(468)	-46.80%
20	Utilities, Waste Management Fees	148	80	(68)	-85.00%	148	80	(68)	-85.00%
21	Vehicles Repairs and Maintenance	47	500	453	90.60%	47	500	453	90.60%
22	Engineering and Consulting	-	200	200	100.00%	-	200	200	100.00%
23	Maintenance and Supplies	-	100	100	100.00%	-	100	100	100.00%
24	General Plant and Treatment Services	16,105	5,000	(11,105)	-222.10%	16,105	5,000	(11,105)	-222.10%
25	State and County Sewer System Fees	-	500	500	100.00%	-	500	500	100.00%
26	Minor Equipment and Supplies	-	-	-	-	-	-	-	-
27	Sewer Leases	-	-	-	-	-	-	-	-
28	Advertising and Publishing	999	500	(499)	-99.80%	999	500	(499)	-99.80%
29	Laboratory Services	-	-	-	-	-	-	-	-
30	Sewer Security System	-	-	-	0.00%	-	300	300	100.00%
31	Accounting and Auditing Fees	-	-	-	-	-	-	-	-
32	Liability, Auto and Property Insurance	-	-	-	0.00%	-	3,500	3,500	100.00%
33	Waste Disposal Fees	-	-	-	-	-	-	-	-
Total Operating Expenses		42,553	34,776	(7,777)	-22.36%	42,553	38,576	(3,977)	-10.31%
Sewer Total Income And (Loss)		28,212	35,989	7,777	21.61%	28,212	32,189	3,977	12.36%

**IDYLLWILD WATER DISTRICT
DISTRICT WARRANTS AND OTHER DISBURSEMENTS
FOR THE MONTH ENDED July 31, 2023**

DATE	CHECK NUMBER	PAYEE	DESCRIPTION	AMOUNT
07/01/2023	17809	ACWAJPIA	JUNE 2023 Medical Insurance	16,558.23
07/01/2023	17810	ALCO Mobile Storage	Purchase 20' Ft Container	4,000.00
07/01/2023	17811	Arrow Printing, Inc.	Printing CCR 2023	3,997.96
07/01/2023	17812	Core & Main	Water Supplies	1,231.01
07/01/2023	17813	Danny Campbell	Reimbursement For Renewal Fees	60.00
07/01/2023	17814	Kayla Stevens	Water & Office Expenses Reimbursement	109.95
07/01/2023	17815	Muir's Mountain Realty	Real estate Fees For Land Purchasing Sewer Plant	1,250.00
07/01/2023	17816	Pacific Slope Tree Coop, Inc.	Removing Trees around the sewer plant	13,700.00
07/01/2023	17817	S.C.E.	Monthly Charge	33.54
07/01/2023	17818	SUSP, INC	Sewer Consulting for the Newest Plant	14,097.50
07/01/2023	17819	Time Warner Cable	Phone & internet Monthly Charges	2,665.53
07/01/2023	17820	USA Bluebook	Supplies for Water & Sewer	374.28
07/05/2023	17821	California Computer Options, Inc	Monthly IT Services Feb+ Mar)	1,853.50
07/05/2023	17822	Forest Lumber	Supplies for Water+Sewer	2,012.26
07/05/2023	17823	Four Seasons Cleaning Services	Monthly Fee for Cleaning Services to the office	320.00
07/05/2023	17824	Genuine Auto Parts/ Napa Riverside	Auto Parts Monthly Charge	191.27
07/05/2023	17825	Home Depot Credit Services	Purchase Washer& Dryer Tools and Supplies	2,443.68
07/05/2023	17826	Idyllwild Water District	Payroll Check to be deposit at Hemet Bank	36,000.00
07/05/2023	17827	Thomas Lovejoy	Retirement Medical Insurance	3,219.00
07/05/2023	17828	Underground Service Alert/SC	New Tickets Charges	48.21
07/05/2023	17829	USA Bluebook	Supplies for Water & Sewer	4,324.45
07/05/2023	17830	Verizon Wireless	Monthly Charge	230.89
07/12/2023	17831	BEST BEST & KRIEGER	VOID: Monthly Legal Services	0.00
07/12/2023	17832	Burtronics Business Systems	Contract Base Annual Fees Sharp-MAX	163.32
07/12/2023	17833	Capital one Trade Credit	Payment for Northern	43.09
07/12/2023	17834	County of Riverside, Auditor-Controller	LAFCO Fees FY 2023	759.04
07/12/2023	17835	Ferrellgas	Propane	322.72
07/12/2023	17836	Frontier	Phone and Internet Charge	563.29
07/12/2023	17837	INFOSEND, INC	Printing and Processing Bills Fees	960.91
07/12/2023	17838	S.C.E.	Monthly Charge	120.61
07/12/2023	17839	Streamline	Monthly Charge For Idyllwild Website	249.00
07/12/2023	17840	USA Bluebook	Supplies for Water & Sewer	186.10
07/12/2023	17841	Village Hardware	Supplies For Water and Sewer	99.23
07/12/2023	17842	Idyllwild Water District	Payroll Check to be deposit at Hemet Bank	34,000.00
07/12/2023	17843	Danny Campbell	Reimbursement For Employees Unfor per Employee Manual	1,400.00
07/12/2023	17844	Leo Havener	Reimbursement Expenses For Training	144.00
07/12/2023	17845	BEST BEST & KRIEGER	Monthly Legal Services	7,261.00
07/19/2023	17846	ALLSTATE BENEFITS	Monthly Charge	306.45
07/19/2023	17847	California Computer Options, Inc	Monthly IT Services (Feb+ Mar)	1,866.50
07/19/2023	17848	Central Communications	Monthly Answering Services	153.68
07/19/2023	17849	CR&R Incorporated	Monthly Services for Trash Fee	593.04
07/19/2023	17850	Ferguson WaterWorks #1083	Annual Support For Neptune Software	3,093.50
07/19/2023	17851	Staples Credit Plan	Monthly Charge	3,100.95
07/19/2023	17852	SUSP, INC	Sewer Consulting for the Newest Plant	2,527.50
07/19/2023	17853	ACWAJPIA	Last Quarter of Worker's Comp	3,580.38
07/25/2023	17854	Servpro of San Jacinto	Mold Remediation	15,585.52
07/25/2023	17855	T-Mobile	Monthly Charge	37.72
07/28/202	ACH	Belmont Property Management	Monthly Rent for Court Yard suite#202	755.00

TOTAL DISTRICT WARRANTS	\$186,593.81
<u>OTHER DISBURSEMENTS:</u>	
TOTAL PAYROLL	\$64,220.00
L.A.I.F. ELECTRONIC TRANSFERS	\$0.00
BANK SERVICE CHARGES AND FEES	\$346.00
TOTAL DISTRICT WARRANTS & OTHER DISBURSEMENTS	\$251,159.81



IDYLLWILD WATER DISTRICT

Memo

To: Board of Directors
From: Leo Havener, General Manager
Date: August 16, 2023
Subject: Item 1C – Operations Report

Recommendation:

Board of Directors accept July 2023 Operation Report.

Attachments:

- Monthly Operations Report
- Well Production Data
- Well Statics
- Water System Schematic for Operations Report

Idyllwild Water District Monthly Operations Report July 2023

Supplies to System	1,532,113 CF	35.17 AF		
Increase / Decrease	469,680 CF	44% Billing Period	0.307	Daily Demand
Number of Wells Available	12	323 GPM Available		
Water Sales	1,195,861 CF	186,510 CF	Non-Water Sales	
Total Water/Non-Water Sales	1,382,371 CF	10% Loss		

Full-Time	FV1A	1
Part-Time	4, 10, 13, 15, 23, 24, 28, FV2, GR	9

Strawberry Creek Diversion	0 CF	0.00 AF	33.03 AFY
Lilly Creek Flow	0 CF	0.00 AF	11.31 AFY
Foster Lake Level (Max. 18')	16 Feet	0 Inches	

Non-Water Sales	Gallons	CF
WTP Backwash	280,000	37,433
IWD Flushing	10,000	1,337
Main Line Leaks	130,000	17,380
Distribution Line Leaks	30,000	4,011
Fire Dept. Usage, Per IFPD	100,000	13,369
Hydrant Sales	0	0
Wastewater Plant	3,097	414
Storage Tanks Variance	1,122,000	150,000
Total	1,395,097	186,510

Not included in Total

Stage Criteria				
Month	Avg. GPM	Max	%	Stage
July	248.7	323	77%	4
June	190.3	323	59%	2
May	176.1	323	55%	2
April	160.4	323	50%	1
Mar	150.2	323	47%	1
Feb	160.5	323	50%	1

Storage Tanks

Location	CF/FT	Level	Volume CF
Foster Lake	11,698	20.0	233,960
Rock Dale Tank	2,718	21.1	57,350
Delano Tank	1,337	13.8	18,451
South Ridge Tank	3,509	19.2	67,373
Wild Wood Tank	919	11.3	10,385
Golden Rod Tank	891	21.6	19,246

Total	406,764 CF	Storage Supplies Max. 3.702 MGD	82%
Storage in MGD	3.04		
Production Days	32	Production Minutes	46,080
		Average GPM	248.7

Idyllwild Water District
Well Production Data
July 2023

Well		Cubic Feet	Acre Feet	Full-Time / Part-Time	Status	GPM	Comment
No.	Name						
1	Horizontal		-				
2	Foster Lake		-				
4	Foster Lake	184,247	4.2	PT	On	30.3	
10	Foster Lake	64,585	1.5	PT	On	9.4	
11	Foster Lake		-				
12	Foster Lake		-				
13	Foster Lake	156,252	3.6	PT	On	34.0	
15	Foster Lake	66,397	1.5	PT	On	24.8	
16	Foster Lake		-				
23	Stratton	241,793	5.6	PT	On	40.1	
24	Curtis	351,722	8.1	PT	On	58.6	
25	Donahoo		-				
26	Nature Center		-				
27	Nature Center		-				
28	Rock Dale	47,466	1.1	PT	On	22.6	
FV1A	Fern Valley	264,680	6.1	FT	On	43.4	
FV2	Fern Valley	224,419	5.2	PT	On	36.3	
31	Golden Rod	32,279	0.7	PT	On	18.8	
	Oakwood		-				
Total		1,633,840	37.51			318.3	

Cedar Glen Meter	<u>369,754</u> CF	<u>8.5</u> AF
District Production	<u>1,162,359</u> CF	<u>26.7</u> AF
Total Supplies to System	<u>1,532,113</u> CF	<u>35.2</u> AF

Days of Production	<u>32</u>	Minutes of Production	<u>46,080</u>
Average System GPM	<u>248.72</u>		

Idyllwild Water District

Well Statics

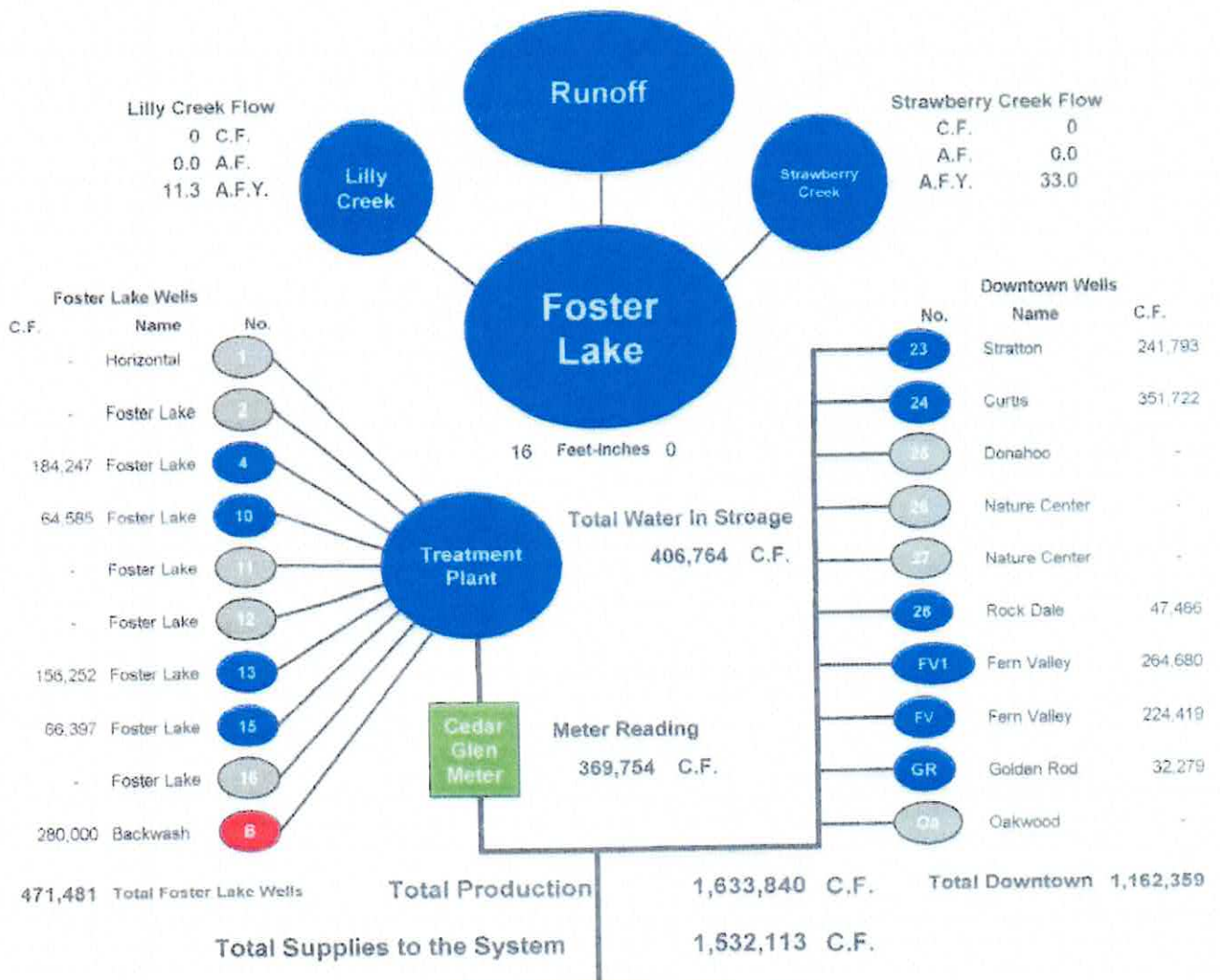
July 2023

No.	Initial	Level In Feet	Pumping Level (PL) / Static Level (SL)	Comments
Foster Lake Monitoring Wells				
3	BW	1.0	SL	
6	BW	11.0	SL	
7	BW	1.0	SL	
14	BW	9.0	SL	Foster Lake Average = 5.5
Foster Lake Pumping Wells				
2	BW	8.0	SL	
4	BW	18.0	PL	
10	BW	242.0	PL	
12	BW	36.0	SL	
13	BW	22.0	PL	
15	BW			
Downtown Pumping Wells				
23	BW	238.0	PL	
24	BW	92.0	PL	
26	BW	22.0	SL	
27	BW	18.0	SL	
28	BW	385.0	PL	
FV1A	BW	378.0	PL	
FV2	BW	315.0	PL	
31	BW	313.0	PL	

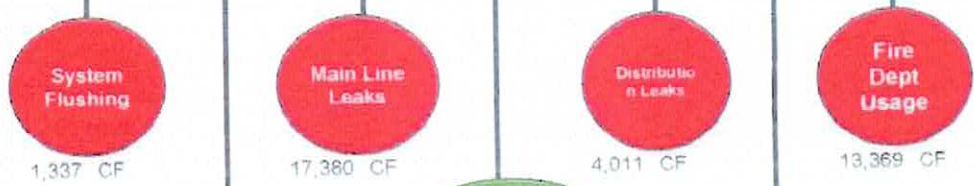
Idyllwild Water District

Water System Schematic For Operations Report

July 2023



Idyllwild Water System



System Loss	C.F.
Supply to System	1,532,113
Total Usage	1,232,371
Difference	299,742
Tank Variances	150,000
Unaccounted	149,742
Loss %	10%



Conservation Stage	Month	Stage
July	4	77 %
June	2	59%
May	2	55%
April	1	50%
March	1	47%
February	1	50%



IDYLLWILD WATER DISTRICT

Memo

To: Board of Directors
From: Leo Havener, General Manager
Date: August 16, 2023
Subject: Item 2 – General Manager Report

Recommendation:

General Manager Havener will present his report.

Attachments:

- General Manager Report

GENERAL MANAGER REPORT

IDYLLWILD WATER DISTRICT

AUGUST 16, 2023

DISTRICT FINANCES

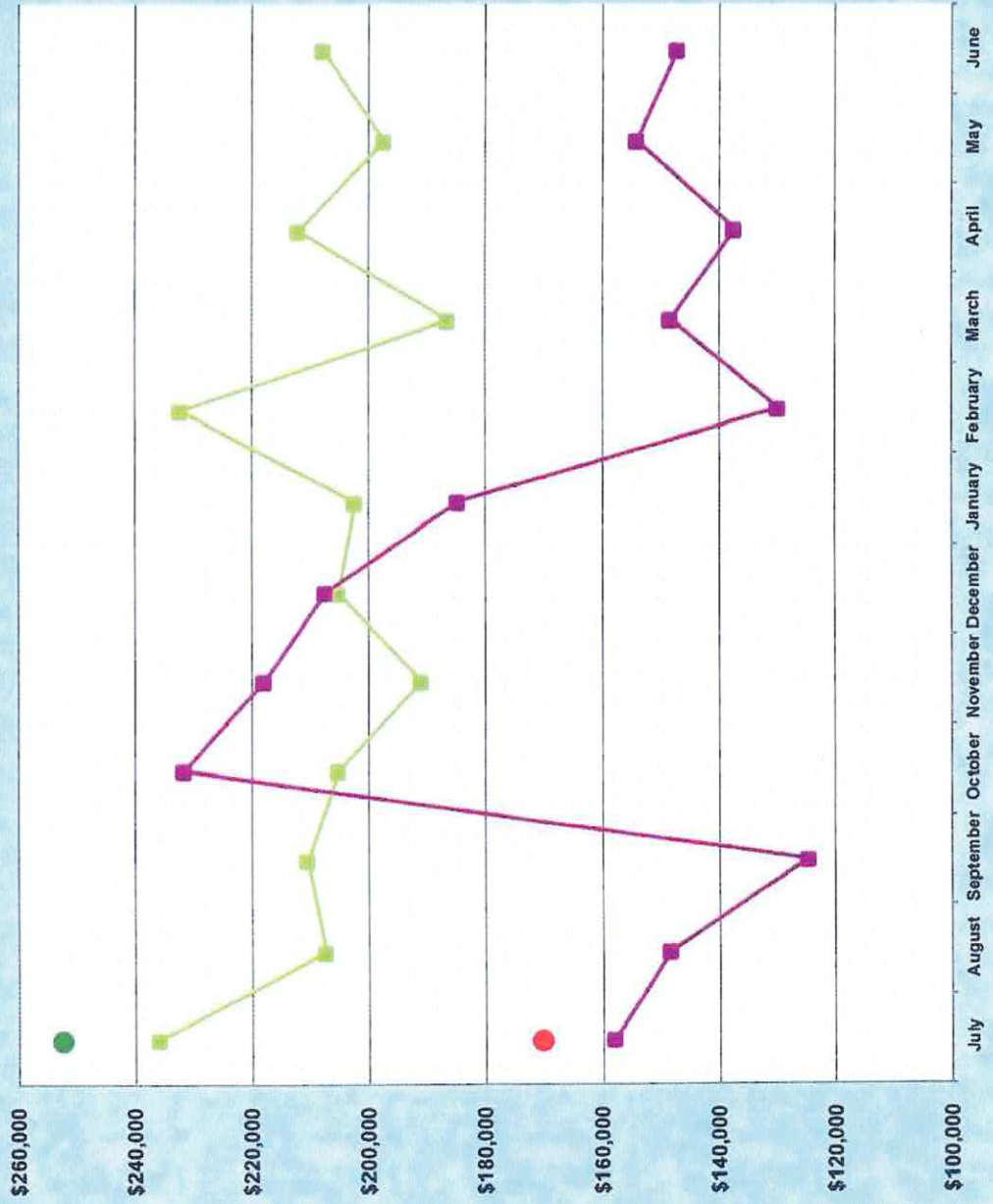
DISTRICT REVENUES VS. EXPENSES

FY 2023 - 2024

District Revenues vs. Expenses					
Month	Rev 2022-23	Exp 2022-23	Rev 2023-24	Exp 2023-24	
July	\$ 235,791	\$ 157,777	\$ 252,164	\$ 169,831	
August	\$ 207,239	\$ 148,135			
September	\$ 210,503	\$ 124,650			
October	\$ 205,007	\$ 231,533			
November	\$ 190,910	\$ 217,823			
December	\$ 204,993	\$ 207,335			
January	\$ 202,248	\$ 184,515			
February	\$ 232,128	\$ 129,738			
March	\$ 186,311	\$ 148,235			
April	\$ 211,966	\$ 137,246			
May	\$ 197,307	\$ 153,964			
June	\$ 207,762	\$ 147,079			
Total	\$ 2,492,165	\$ 1,988,030	\$ 252,164	\$ 169,831	

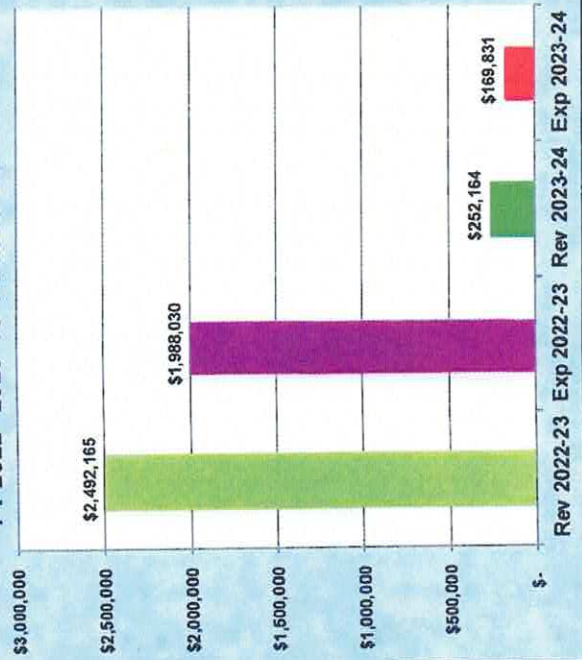
District Revenues Vs. Expenses

FY 2022 - 2023 Vs FY 2023 - 2024



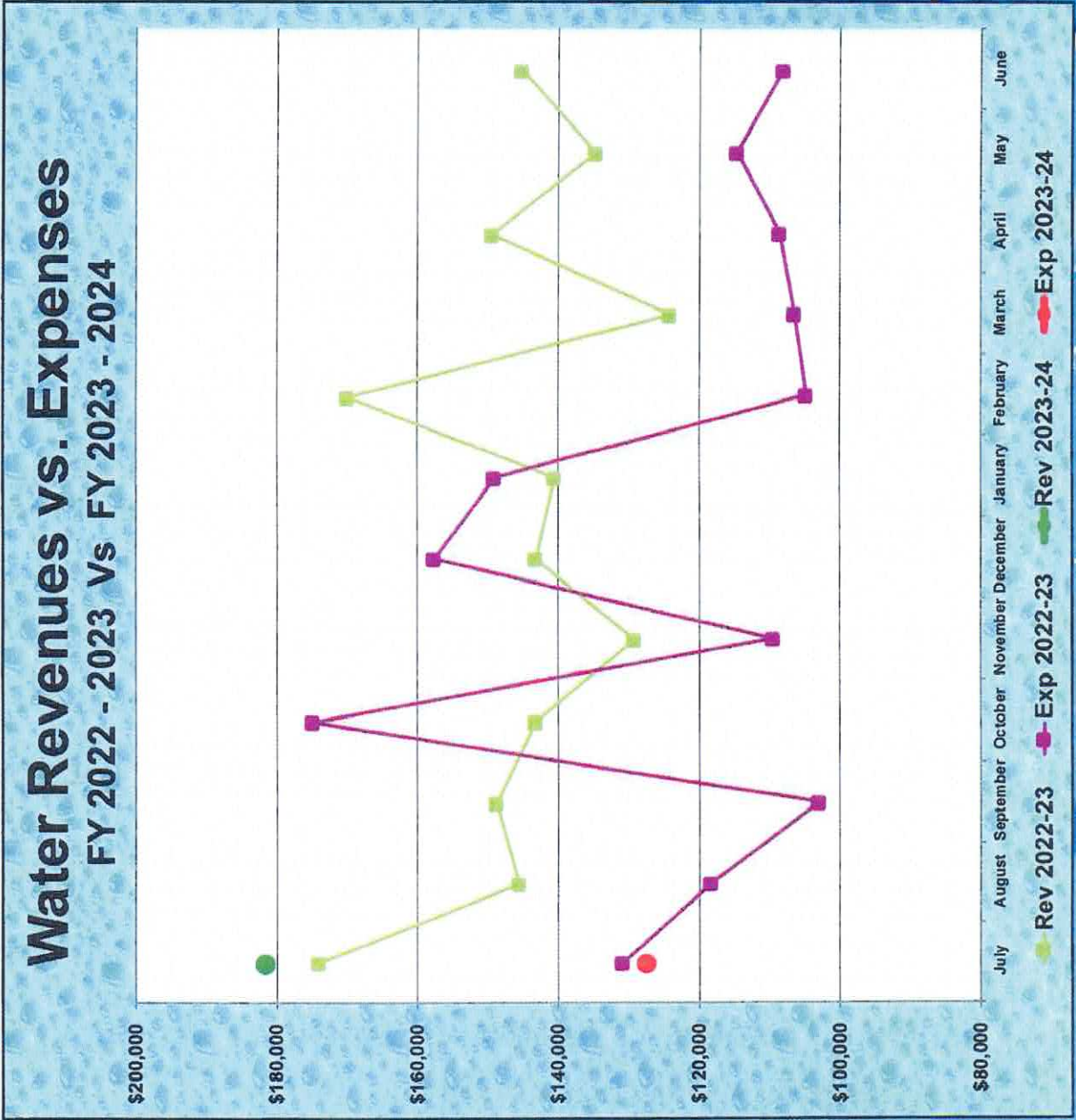
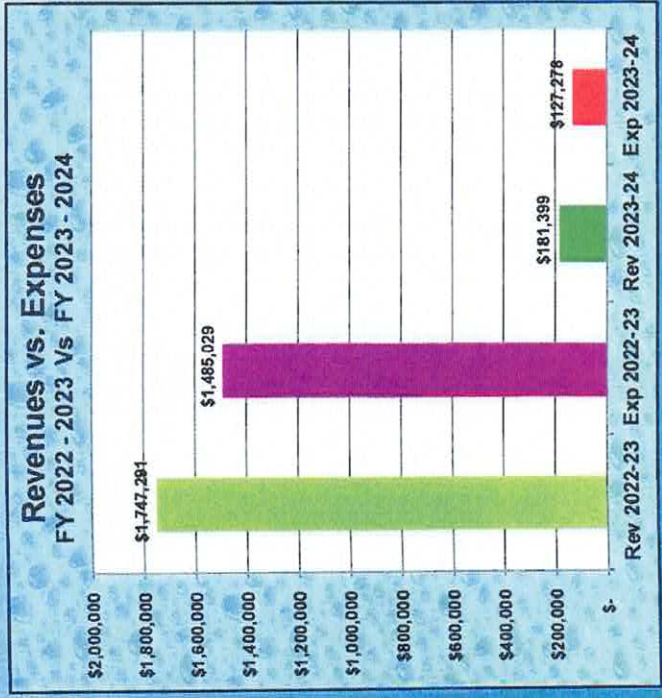
District Revenues Vs. Expenses

FY 2022 - 2023 Vs FY 2023 - 2024



WATER REVENUES VS. EXPENSES FY 2023 - 2024

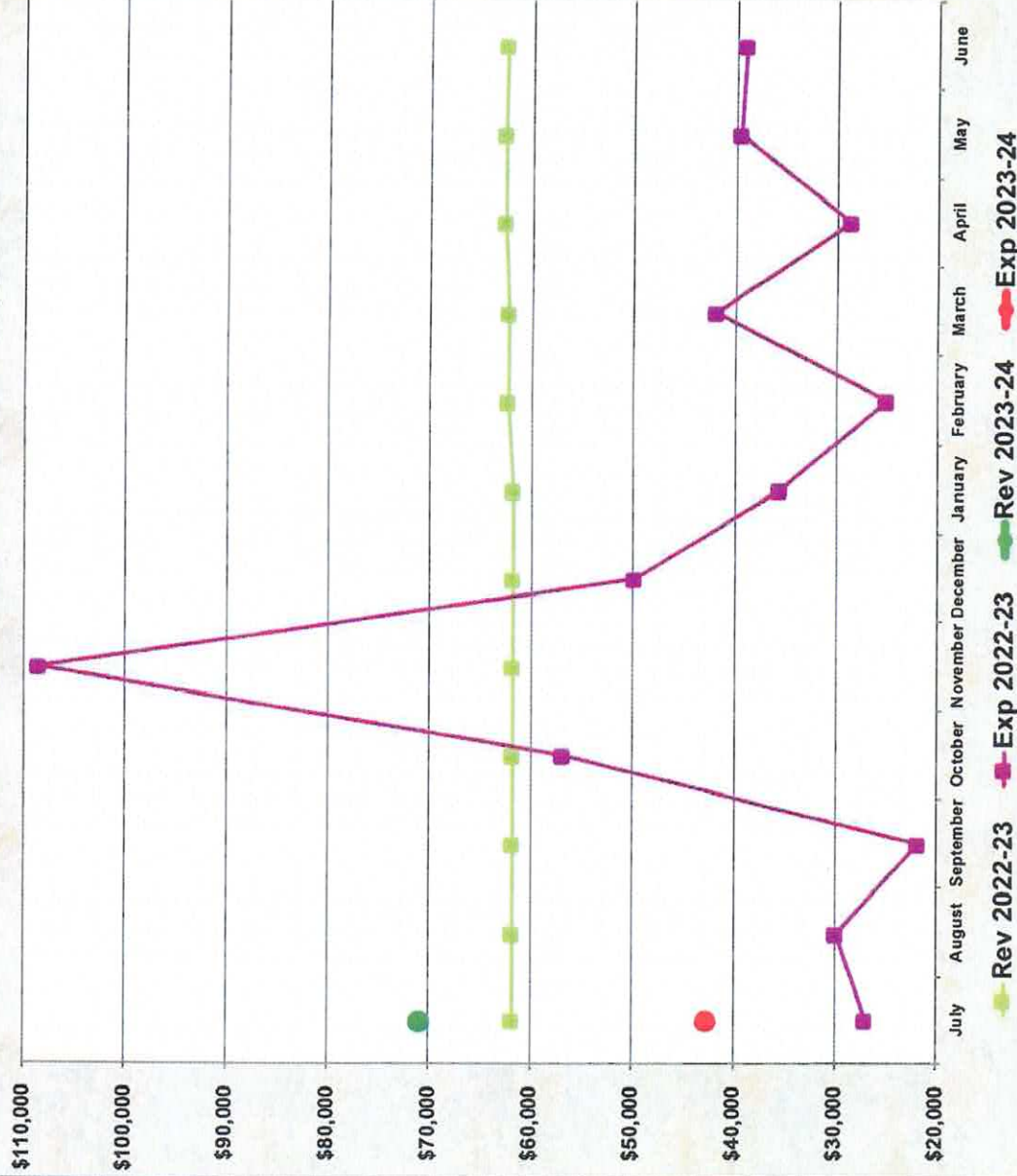
Water Revenues vs. Expenses				
Month	Rev 2022-23	Exp 2022-23	Rev 2023-24	Exp 2023-24
July	\$ 173,991	\$ 130,826	\$ 181,399	\$ 127,278
August	\$ 145,439	\$ 118,282		
September	\$ 148,703	\$ 102,862		
October	\$ 143,207	\$ 174,748		
November	\$ 129,110	\$ 109,329		
December	\$ 143,193	\$ 157,519		
January	\$ 140,448	\$ 148,976		
February	\$ 169,885	\$ 104,783		
March	\$ 124,068	\$ 106,407		
April	\$ 149,348	\$ 108,617		
May	\$ 134,689	\$ 114,570		
June	\$ 145,210	\$ 108,110		
Total	\$ 1,747,291	\$ 1,485,029	\$ 181,399	\$ 127,278



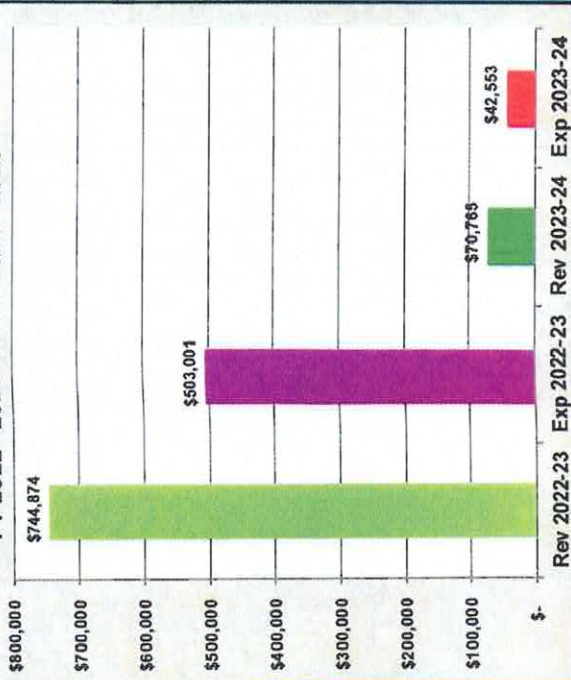
SEWER REVENUES VS. EXPENSES FY 2023 - 2024

WW Revenues vs. Actual Expenses				
Month	Rev 2022-23	Exp 2022-23	Rev 2023-24	Exp 2023-24
July	\$ 61,800	\$ 26,951	\$ 70,765	\$ 42,553
August	\$ 61,800	\$ 29,853		
September	\$ 61,800	\$ 21,788		
October	\$ 61,800	\$ 56,785		
November	\$ 61,800	\$ 108,494		
December	\$ 61,800	\$ 49,816		
January	\$ 61,800	\$ 35,539		
February	\$ 62,243	\$ 24,955		
March	\$ 62,243	\$ 41,828		
April	\$ 62,618	\$ 28,629		
May	\$ 62,618	\$ 39,394		
June	\$ 62,552	\$ 38,969		
Total	\$ 744,874	\$ 503,001	\$ 70,765	\$ 42,553

WW Revenues vs. Expenses FY 2022 - 2023 Vs FY 2023 - 2024



WW Revenues vs. Expenses FY 2022 - 2023 Vs FY 2023 - 2024

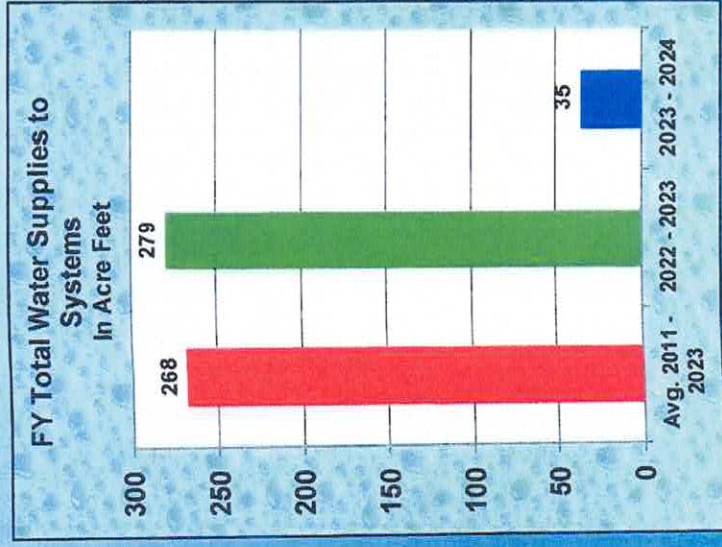
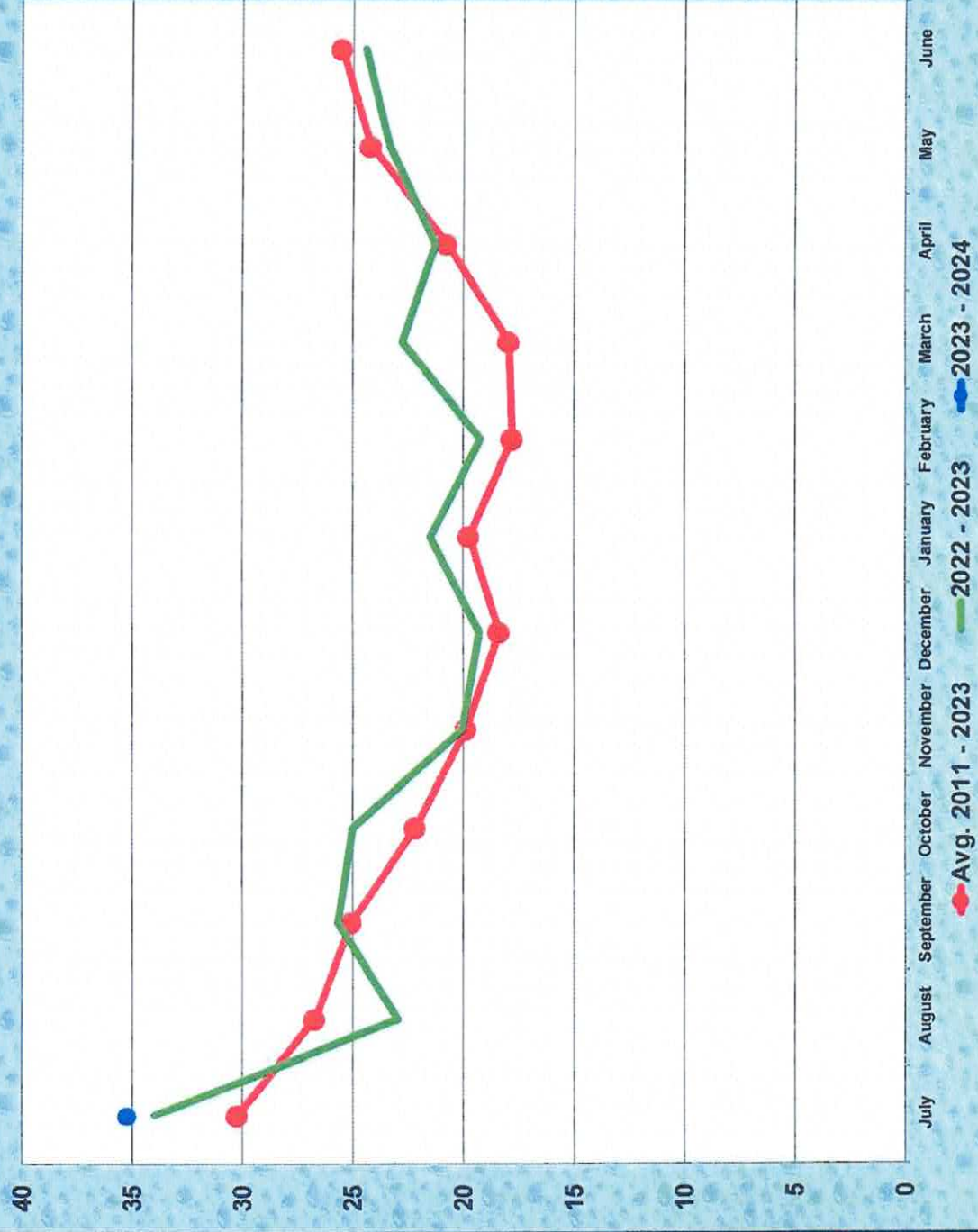


WATER DATA

TOTAL WATER SUPPLIES TO SYSTEM IN ACRE FEET

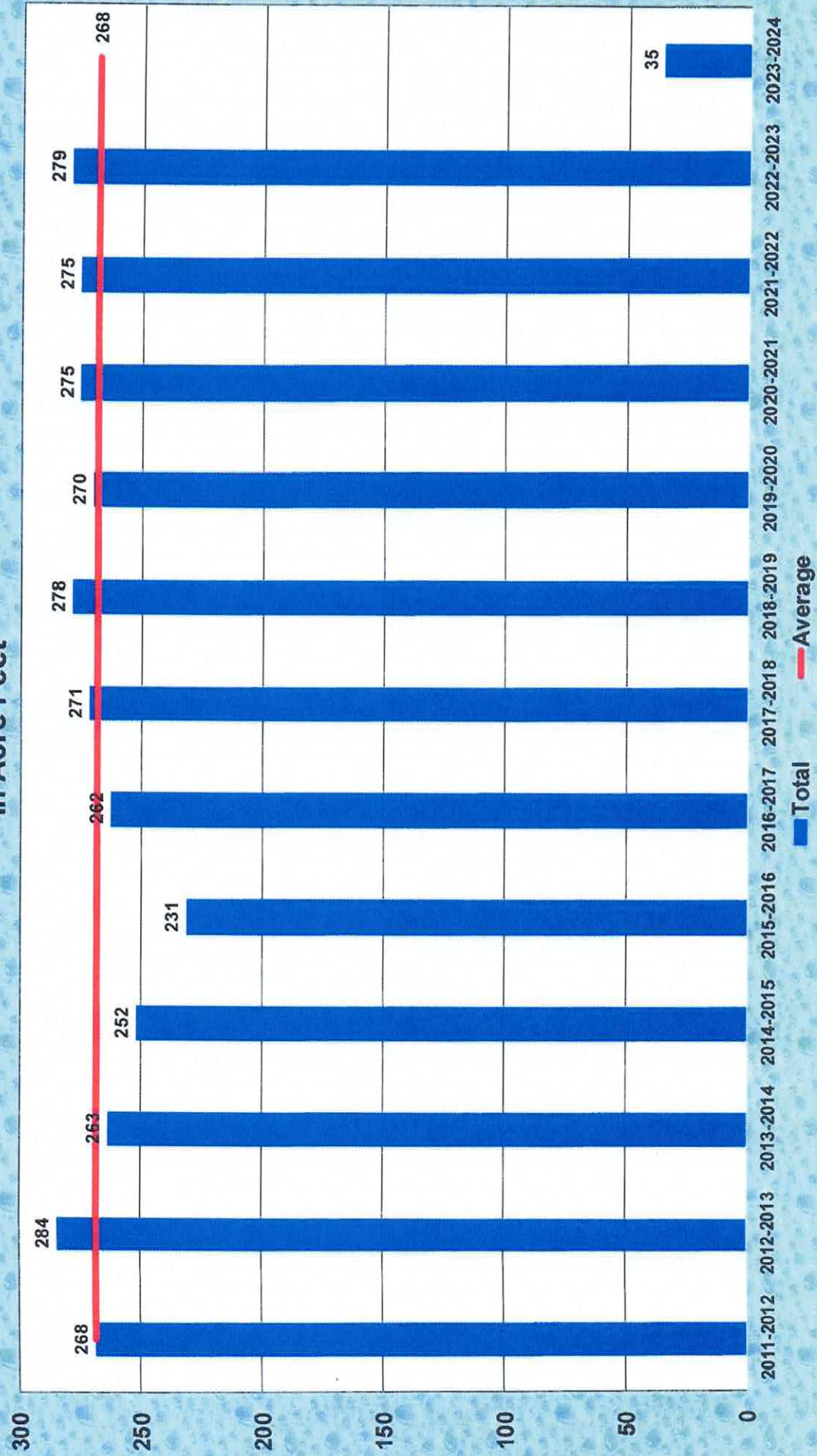
Total Water Supplies To System			
Fiscal Year	Avg. 2011 - 2023	2022 - 2023	2023 - 2024
July	30.2	34.0	35.2
August	26.7	22.9	
September	25.0	25.7	
October	22.1	25.0	
November	19.9	20.1	
December	18.3	19.3	
January	19.7	21.5	
February	17.7	19.2	
March	17.9	22.8	
April	20.7	21.3	
May	24.2	23.3	
June	25.5	24.4	
Total	267.9	279.3	35.2

Total Water Supplies to System
In Acre Feet



TOTAL WATER SUPPLIES TO SYSTEM IN ACRE FEET

Total Water Supplies to System
In Acre Feet

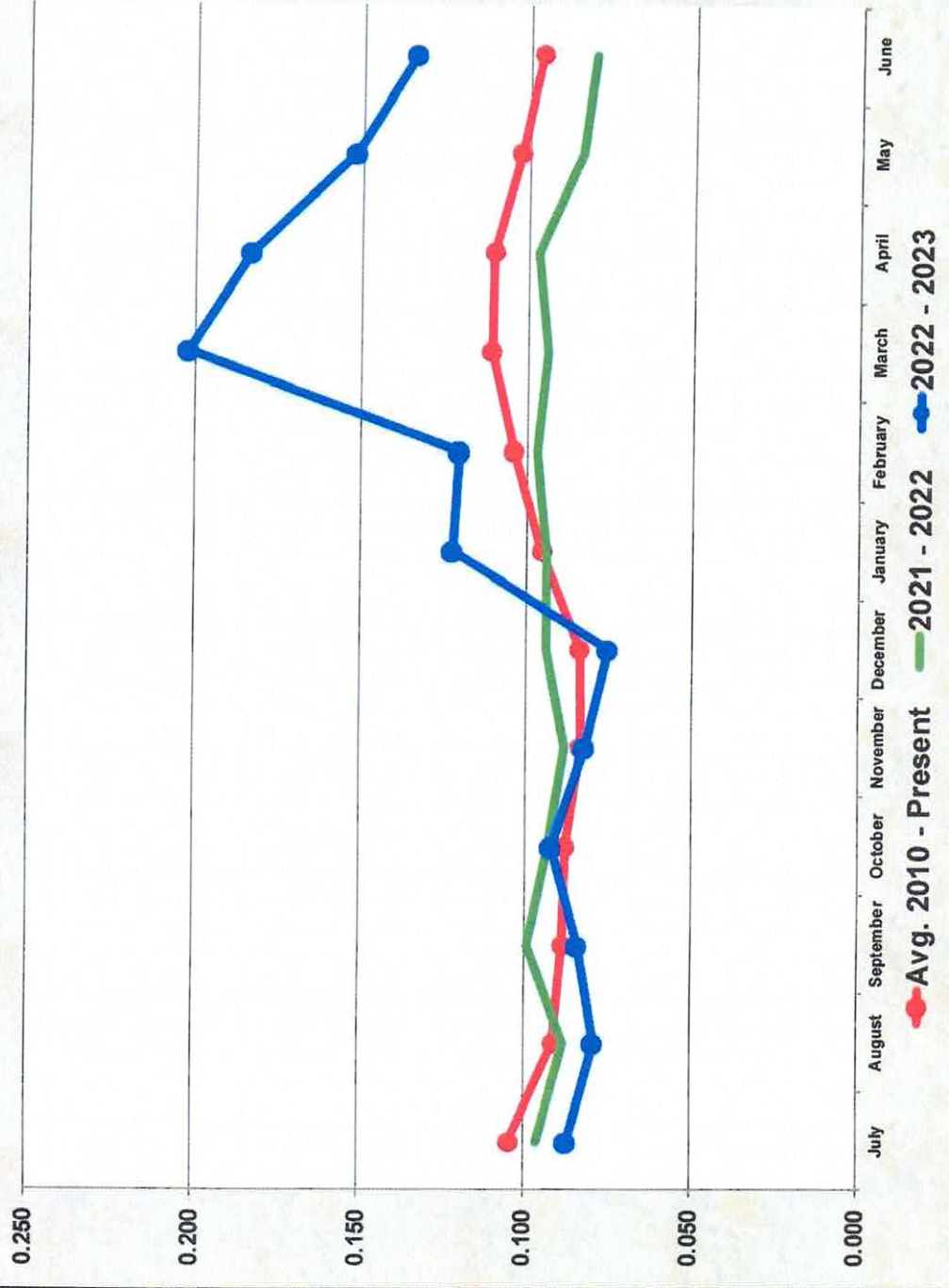


WASTEWATER DATA

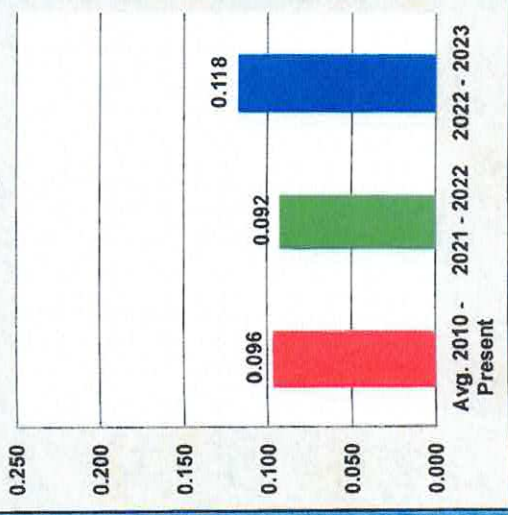
WASTEWATER TREATMENT PLANT FLOWS MGD AVERAGE BY MONTH & FISCAL YEAR

Month	Avg. 2010 - Present	2021 - 2022	2022 - 2023
July	0.104	0.096	0.087
August	0.091	0.088	0.079
September	0.088	0.099	0.084
October	0.088	0.093	0.092
November	0.083	0.088	0.082
December	0.084	0.094	0.075
January	0.095	0.094	0.122
February	0.104	0.097	0.120
March	0.111	0.094	0.202
April	0.110	0.097	0.183
May	0.102	0.084	0.152
June	0.096	0.080	0.134
Average	0.096	0.092	0.118

Wastewater Treatment Plant Flows MGD Average By Month

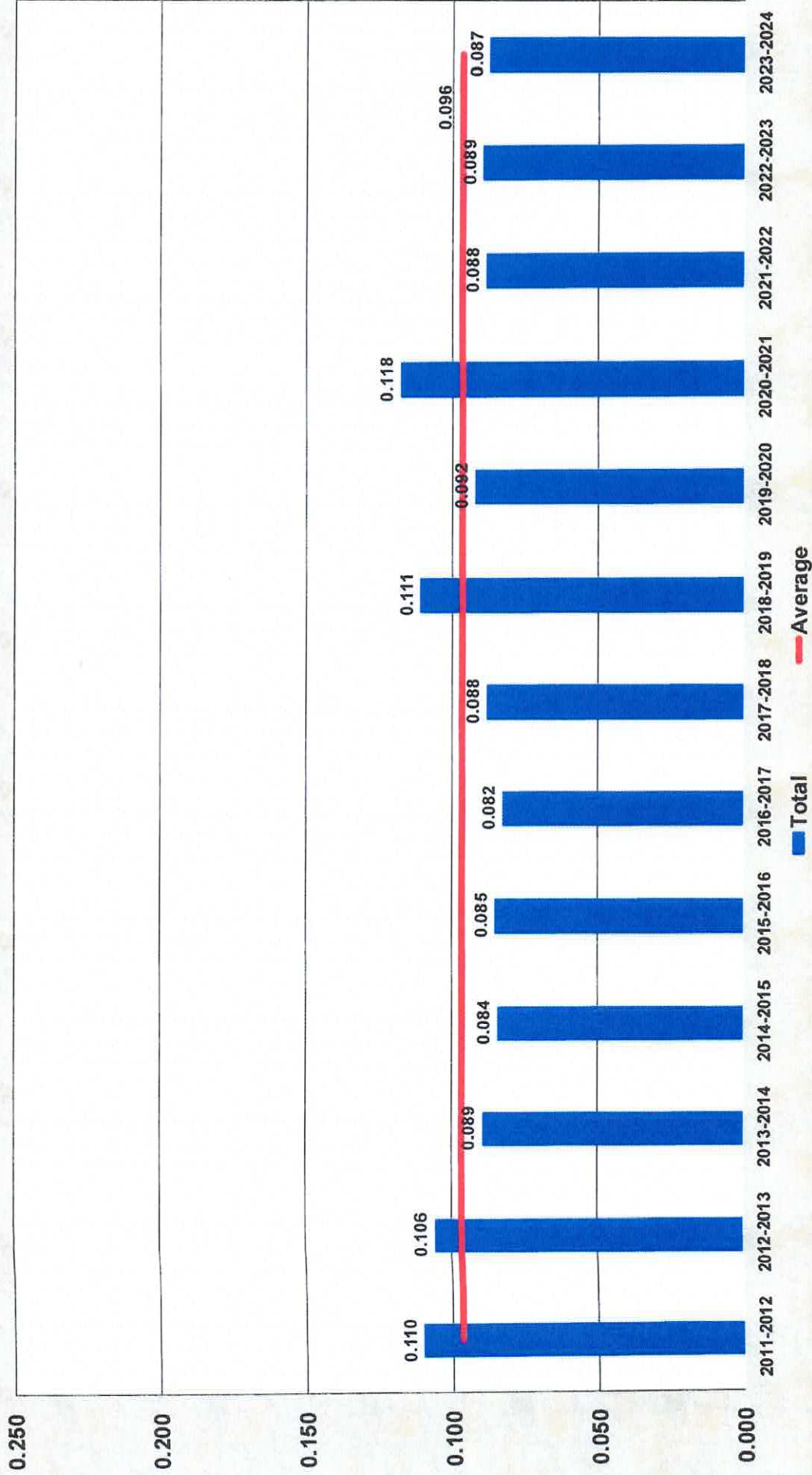


WWTP Flows MGD Average



WASTEWATER TREATMENT PLANT FLOWS MGD AVERAGE BY CALENDAR YEAR

Flow in Millions of Gallons Per Day (MGD) - Permit = 0.250 MGD
Per Calendar Year



OVERVIEW

- WATER & SEWER RATES ARE REFLECTED ON AUGUST BILL
- FOSTER LAKE TANK #1 RECOATING IS IN PROCESS
- LOWER ADMINISTRATION BUILDING
 - SERVPRO COMPLETED THEIR WORK ON JULY 24, 2023
 - EZ MOLD RETESTED ON AUGUST 1, 2023
 - ACQUIRING BIDS FOR REMODEL
- ANNUAL FINANCIAL AUDIT BEGAN ON AUGUST 9TH

QUESTIONS





IDYLLWILD WATER DISTRICT

Memo

To: Board of Directors
From: Leo Havener, General Manager
Date: August 16, 2023
Subject: Item 3 – Employee Manual, Chapter 7

Discussion:

The Board of Directors will discuss the existing Employee Manual, Chapter 7.

Attachments:

- Chapter 7, Employee Manual

7.1 SAFETY

7.1.1 Injury and Illness Prevention Program

The District is concerned about the safety of all employees and is committed to maintaining a safe work environment. District, State, and Federal law requires that employees be provided with a working environment free from recognized safety hazards, and with proper tools and equipment necessary to accomplish work assignments in a safe manner. To achieve a safe work environment the District has adopted an Injury and Illness Prevention Program (IIPP). All employees shall be familiar with the IIPP and will be responsible for implementing safe practices, policies, and procedures. Employees are expected to always act in the safest manner possible to protect themselves and others; therefore, the District encourages every employee to take action to prevent unsafe working conditions. All supervisors maintain a copy of the IIPP, and it is available upon request.

Appendix H contains the Injury and Illness Prevention Program.

7.1.2 Personal Protective Equipment

7.1.2.1 Supervisor Responsibility

Supervisors are responsible for training their employees in the use of Personal Protective Equipment (PPE). Employees are required to wear all PPE as required by their job function without exception.

Some employees are required to wear steel or composite toe cap boots. Additionally, employees who perform meter reading, who opt to wear tennis shoes, must have steel or composite toe cap tennis shoes.

7.1.2.2 Safety Compliance Standards

All boots and tennis shoes shall meet safety compliance standards and be identified with the ASTM F2413-11 number. ASTM F2413-11 is the Standard Specification for Performance Requirements for Protective (Safety) Toe Cap Footwear, which covers the minimum requirements for the design, performance, testing, and classification of protective footwear. The identifying number for compliant shoes can be found on the inside of the tongue.

Employees are responsible for maintaining their PPE in good condition and replacing damaged items in a timely manner so as not to create safety hazards.

7.1.2.3 Failure to Comply

Failure to use required personal protective equipment is a violation of CAL- OSHA requirements and will result in disciplinary action up to and including termination of employment with the District.

- 7.1.2.4 Reimbursable Personal Protective Equipment
Boots and tennis shoes as defined in this section are reimbursable through the clothing allowance as defined in Section 5.8.2.

7.1.3 Workplace Violence Prevention

The goal of the District is to provide every employee with a safe work environment. To this end it is the District's policy that violence or the threat of violence in the workplace will not be tolerated in any form. Workplace violence is any act or threat of physical violence, harassment, intimidation, or other threatening disruptive behavior that occurs at the worksite, ranging from threats and verbal abuse to physical assaults and even homicide, that can affect and involve employees, clients, customers, and visitors. If any employee observes or becomes aware of any of any workplace violence related actions or behavior by an employee, customer, consultant, visitor, or anyone else, he or she should notify the Human Resources Administrator or General Manager immediately. Further, employees should notify the Human Resources Administrator or General Manager if any restraining order is in effect, or if a potentially violent nonwork-related situation exists that could result in violence in the workplace.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and of the investigation. The District may, however, need to disclose results in appropriate circumstances, for example, in order to protect individual safety. The District will not tolerate retaliation against any employee who reports workplace violence.

If the District determines that workplace violence in violation of this policy has occurred, the District will take appropriate corrective action and will impose discipline on offending employees. The appropriate discipline will depend on the particular facts but may include written or oral warnings, probation, reassignment of responsibilities, suspension, or termination. If the violent behavior is that of a non-employee, the District will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.

Under certain circumstances, the District may forego disciplinary action on the condition that the employee takes a medical leave of absence. In addition, the District may request that the employee participate in counseling, either voluntarily or as a condition of continued employment.

7.1.3.1 Personal Safety

The District will provide reasonable accommodations to ensure the personal safety of its employees from outside parties. If a situation occurs where an employee feels they are in danger, they should remove themselves from the situation and immediately report the incident to a supervisor. The District will obtain a restraining order if necessary to protect employees from abuse by an individual not employed by the District if the threat is the result of District employment.

An Employee should notify the Chief Financial Officer or General Manager if a restraining order is in effect either protecting or restraining the employee or if the employee is connected in any way to a potentially violent non-work situation. Copies of any protective or restraining order must be provided to the Chief Financial Officer or General Manager.

Appendix I contains the District's Workplace Violence Prevention policy.

7.1.4 Pepper Spray

The District is concerned with the welfare and safety of its employees in the field, especially in situations where employees may be confronted by a stray and/or aggressive animal. To address possible encounters with potentially dangerous animals, the District supports field staff's use of pepper spray for self-defense purposes. Pepper spray has been proven to be an effective form of self-protection when encountering dangerous animals. The spray does not kill the animal, but when properly applied, stops the animal, and provides the user with time to safely leave the area.

Pepper spray is a chemical with an active ingredient derived from the cayenne pepper plant. Use of pepper spray solely for self-defense purposes is allowed by state law in accordance with Penal Code § 22810.

Employees working in the field who have received authorization from the General Manager and completed the required training are authorized to carry and use pepper spray as a self-defense measure while on duty. Pepper spray is considered an available self-defense option to facilitate an employee's withdrawal from an assault or attack by an animal.

Appendix J contains the District Pepper Spray policy.

APPENDIX H

INJURY AND ILLNESS PREVENTION PROGRAM (IIPP) for the IDYLLWILD WATER DISTRICT

RESPONSIBILITY

The Injury and Illness Prevention Program (IIP Program) administrator, the District's General Manager, has the authority and responsibility for implementing the provisions of this program for the Idyllwild Water District.

All managers and supervisors are responsible for implementing and maintaining the IIP Program in their work areas and for answering worker questions about the IIP Program.

COMPLIANCE

All workers, including managers and supervisors, are responsible for complying with safe and healthful work practices. Our system of ensuring that all workers comply with these practices include one or more of the following checked practices:

- ✓ Informing workers of the provisions of our IIP Program.
- ✓ Evaluating the safety performance of all workers.
- ✓ Recognizing employees who perform safe and healthful work practices.
- ✓ Disciplining workers for failure to comply with safe and healthful work practices.

COMMUNICATION

All managers and supervisors are responsible for communicating with all workers about occupational safety and health in a form readily understandable by all workers. Our communication system encourages all workers to inform their managers and supervisors about workplace hazards without fear of reprisal.

Our communication system includes one or more of the following checked items:

- ✓ Review of our IIP Program.
- ✓ Posted or distributed safety information.
- ✓ A system for workers to anonymously inform management about workplace hazards.

HAZARD ASSESSMENT

Periodic inspections to identify and evaluate workplace hazards shall be performed by a competent observer in the following areas of our workplace:

Competent Observer	Area
[Enter name of competent observer]	[Enter name of area observed]

Periodic inspections are performed according to the following schedule:

1. Whenever workplace conditions warrant an inspection.

ACCIDENT/EXPOSURE INVESTIGATIONS

Procedures for investigating workplace accidents and hazardous substance exposures include:

1. Visiting the accident scene as soon as possible.
2. Interviewing injured workers and witnesses.
3. Examining the workplace for factors associated with the accident/exposure.
4. Determining the cause of the accident/exposure.
5. Taking corrective action to prevent the accident/exposure from reoccurring.
6. Recording the findings and corrective actions taken.

HAZARD CORRECTION

Unsafe or unhealthy work conditions, practices or procedures shall be corrected in a timely manner based on the severity of the hazards. Hazards shall be corrected according to the following procedures:

1. When observed or discovered.

TRAINING AND INSTRUCTION

All workers, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Training and instruction is provided as follows:

1. When the IIP Program is first established.
2. To all new workers or workers given new job assignments for which training has not previously been provided.
3. Whenever new substances, processes, procedures, or equipment are introduced to the workplace and present a new hazard.
4. To supervisors to familiarize them with the safety and health hazards to which workers under their immediate direction and control may be exposed.
5. To all workers with respect to hazards specific to each employee's job assignment.

General workplace safety and health practices include, but are not limited to, the following:

1. Implementation and maintenance of the IIP Program.
2. Proper housekeeping, such as keeping stairways and aisles clear, work areas neat and orderly, and promptly cleaning up spills.
3. Proper reporting of hazards and accidents to supervisors.

EMPLOYEE ACCESS TO THE IIPP

Our employees, or their designated representative, shall have the right to examine and receive a copy of our IIPP. This will be accomplished by:

1. Providing employees with a copy of this program in the Employee Manual.

An employee must provide written authorization in order to make someone their "designated representative." The written authorization must include the following information:

- The name and signature of the employee authorizing the designated representative.
- The date of the request.
- The name of the designated representative.
- The date upon which the written authorization will expire (if less than 1 year).

RECORDKEEPING

We have checked one of the following categories as our recordkeeping policy.

- ✓ Category 3. We are a local governmental entity (any county, city, or district, and any public or quasi-public corporation or public agency therein) and we are not required to keep written records of the steps taken to implement and maintain our IIP Program.

HAZARD ASSESSMENT AND CORRECTION RECORD

Date of Inspection: [Enter date] Person Conducting Inspection: [Enter name]

Unsafe Condition or Work Practice: [Provide details, including root causes]

Corrective Action Taken: [Provide details, including solutions to root causes]

Date of Inspection: [Enter date] Person Conducting Inspection: [Enter name]

Unsafe Condition or Work Practice: [Provide details, including root causes]

Corrective Action Taken: [Provide details, including solutions to root causes]

Date of Inspection: [Enter date] Person Conducting Inspection: [Enter name]

Unsafe Condition or Work Practice: [Provide details, including root causes]

Corrective Action Taken: [Provide details, including solutions to root causes]

ACCIDENT/EXPOSURE INVESTIGATION REPORT

Date & Time of Accident: [Enter information]

Location: [Provide details]

Accident Description: [Enter details, including all events that led up to the incident]

Workers Involved: [Enter information]

The underlying cause(s) of the accident/exposure: [Detail all root causes]

Corrective Actions Taken: [Provide details, including potential solutions to the root causes]

Manager Responsible: [Enter name]

Date Completed: [Enter date]

APPENDIX I

WORKPLACE VIOLENCE PREVENTION POLICY

I. PURPOSE

The goal of the District is to provide every employee with a safe work environment.

II. POLICY

Safety and security of employees is of vital importance to the District. Acts or threats of physical violence, including intimidation, harassment and/or coercion, which involve or affect the District, or which occur on District property, will not be tolerated. Any act or threat of violence should be documented and reported to a supervisor immediately.

The prohibition against threats and acts of violence applies to all persons involved in District operations including, but not limited to District personnel, contract and temporary workers, and anyone else on District property. Violations of this policy by any individual may result in disciplinary action, up to and including termination, and/or legal action as appropriate.

III. DEFINITIONS

Workplace violence is defined as any conduct that causes an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends, and/or property. Specific examples of workplace violence include, but are not limited to, the following:

1. Threats or acts of physical harm directed toward an individual, his or her family, friends, associates, or property
2. Bullying behavior, i.e., acts or verbal comments that could 'mentally' hurt or isolate a person in the workplace; repeated incidents or a pattern of behavior intended to intimidate, offend, degrade, or humiliate a particular person or group of people; the assertion of power through aggression
3. The destruction of, or threat of destruction, of District property or another employee's property
4. Fighting, challenging another person to fight, or participating in dangerous or threatening horseplay
5. Striking, punching, slapping, or assaulting another person.
6. Grabbing, pinching, or touching another person in an unwanted way whether sexually or otherwise
7. Harassing or threatening phone calls

8. Surveillance
9. Stalking
10. Possessing a weapon(s) on District property or in District vehicles.
"Weapon" is defined as a firearm, unauthorized chemical agent, club or baton, knife, or any other device, tool, or implement that can cause bodily harm if used as a weapon or displayed in such a manner to cause harm or threaten a person with harm

IV. INCIDENT REPORTING PROCEDURES

1. Any District employee, who is a victim of any violent threatening or harassing conduct, who is a witness to such, or who receives a report of such conduct, whether the alleged perpetrator is a District employee or non-employee, must immediately report to their supervisor or the Chief Financial Officer or General Manager. Employees also should notify the Chief Financial Officer or General Manager of any restraining order in effect, or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

Anyone who fears for the safety of person(s) at the scene of the violent act should call law enforcement immediately.

2. The Chief Financial Officer or General Manager will document the incident, including the employee's name(s), date/time, location, incident description, witness name(s) and statements, description of unidentified parties, description of the act(s) and/or behavior(s) arising from the incident, action taken, and provide any other relevant information regarding the incident.
3. The Chief Financial Officer or General Manager will take appropriate steps to provide security, such as:
 - a. Placing the employee alleged to have engaged in workplace violence on Administrative Leave, pending investigation
 - b. Any threatening or potentially violent person will be requested to leave the site
 - c. Immediately contacting an appropriate law enforcement agency

V. INVESTIGATION

The Chief Financial Officer or General Manager will investigate the violations of the policy as necessary. All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting

employee and of the investigation. The District may, however, need to disclose results in appropriate circumstances, for example, in order to protect individual safety. The District will not tolerate retaliation against any employee who reports workplace violence.

If the District determines that workplace violence in violation of this policy has occurred, the District will take appropriate corrective action and will impose discipline on offending employees. The appropriate discipline will depend on the particular facts but may include written or oral warnings, probation, reassignment of responsibilities, suspension, or termination. If the violent behavior is that of a non-employee, the District will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.

Under certain circumstances, the District may forego disciplinary action on the condition that the employee takes a medical leave of absence. In addition, the District may request that the employee participate in counseling, either voluntarily or as a condition of continued employment.

VI. PREVENTION

The District will enforce this policy by:

1. Training supervisors on their responsibilities under this policy
2. Assuring that reports of workplace violence are addressed and documented accurately and timely
3. Notifying the Chief Financial Officer or General Manager and/or law enforcement authorities of any incidents
4. Making all reasonable efforts to maintain a safe and secure workplace
5. Maintaining records and documents of follow up actions taken related to reports of workplace violence

APPENDIX J

PEPPER SPRAY POLICY

I. PURPOSE

The District is concerned with the welfare and safety of its employees in the field, especially in situations where employees may be confronted by a stray and/or aggressive animal. To address possible encounters with potentially dangerous animals, the District supports field staff's use of pepper spray for self-defense purposes. Pepper spray has been proven to be an effective form of self-protection when encountering dangerous animals. The spray does not kill the animal, but when properly applied, stops the animal, and provides the user with time to safely leave the area.

II. POLICY

The District supports field staff's use of pepper spray for self-defense purposes when encountering dangerous animals. Pepper spray is a chemical with an active ingredient derived from the cayenne pepper plant. Exposure to pepper spray in aerosol form has physiological effects including inflammation and swelling of the mucus membranes of the eyes, nose, and throat and involuntary closure of the eyes. Pepper spray, also known as oleoresin capsicum (OC), is available commercially in containers that can be used for self-defense purposes. Use of pepper spray solely for self-defense purposes is allowed by state law in accordance with Penal Code § 22810.

III. AUTHORIZATION

- A. Employees may request authorization by the General Manager to carry pepper spray while on duty
- B. Authorized employees who have completed the required training may carry pepper spray
- C. The District will supply the pepper spray container
- D. Training will be performed by the Safety Coordinator or approved instructor and will include:
 - 1. Review of this policy
 - 2. The instructions accompanying the pepper spray container
 - 3. Penal Code § 22810
 - 4. Usage training

IV. PROCEDURES

A. Usage Criteria

1. Pepper spray may be used for self-defense when an employee reasonably believes that it is necessary to protect him- or herself from an imminent physical threat posed by an animal. Pepper spray may be used to incapacitate an attacking animal to avoid physical harm and facilitate escape from danger
2. Employees should use verbal techniques to de-escalate a confrontation, if possible, before resorting to deployment of pepper spray
3. Once the attacking animal is incapacitated, use of pepper spray is no longer justified

B. Usage Procedures

1. Whenever possible, employees should be upwind from the attacking animal before using pepper spray and should avoid entering the spray area
2. Employees should maintain a safe distance from the attacking animal of between four (4) and six (6) feet
3. A single spray burst of between one (1) and three (3) seconds should be directed at the attacking animal's eyes, nose, and mouth. Additional burst(s) may be used if the initial or subsequent burst proves ineffective.

C. Effects of Pepper Spray and Staff Response

1. Within several seconds of being sprayed with pepper spray, the animal will normally display symptoms of temporary blindness and have difficulty breathing and will have a burning sensation in the throat and lungs
2. Employees should retreat to a safe distance from the attacking animal and immediately call 9-1-1 to request law enforcement assistance
3. Employees should encourage bystanders to move to a safe location, as applicable

D. Reporting Procedures

1. Any intentional, or unintentional, use of pepper spray shall be reported to the supervisor on the day of the incident, either by phone or in person
2. A written Incident Report shall be completed by the employee by the end of the next workday and submitted to their supervisor

E. Inspection and Replacement

1. Pepper spray devices shall be maintained in an operational and charged state by authorized employees or vendors
2. Employees are responsible for following the manufacturer's instructions for care and storage of the pepper spray container
3. Employees are responsible for requesting replacement of a damaged, inoperable, or empty device
4. District issued pepper spray containers must be safely stored in the authorized employee's locker at the District while employees are not on shift

• Toll-free Number: 1-800-963-9424

• Internet: www.dir.ca.gov

On-site Assistance Program Area Offices

Northern California

1750 Howe Avenue, Suite 490
Sacramento, CA 95825
(916) 263-0704

San Francisco Bay Area

1515 Clay Street, Suite
1103
Oakland, CA 94612
(510) 622-2891

San Fernando Valley

6150 Van Nuys Blvd.,
Suite 307 Van Nuys, CA
91401
(818) 901-5754

LA/Orange County

1 Centerpointe Dr., Suite 150

La Palma, CA 90623

(714) 562-5525

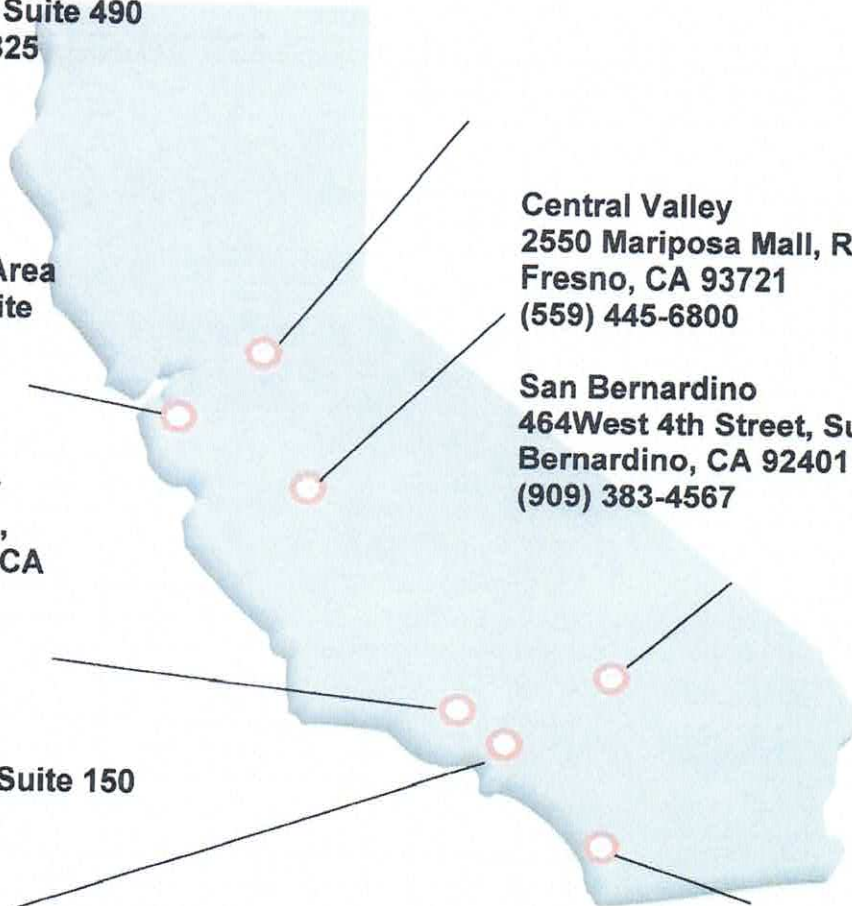
San Diego/ Imperial

7575 Metropolitan Dr., Suite
204 San Diego, CA 92108
(619) 767-2060

Voluntary Protection Program

Oakland, CA 94612

(510) 622-1081



Central Valley

2550 Mariposa Mall, Room 2005
Fresno, CA 93721
(559) 445-6800

San Bernardino

464 West 4th Street, Suite 339 San
Bernardino, CA 92401
(909) 383-4567



ACKNOWLEDGMENT OF RECEIPT AND UNDERSTANDING

I acknowledge that I have received a copy of the Employee Manual, issued by the Idyllwild Water District on _____, 20____. I have promptly read its contents. I agree to observe and abide by the conditions of employment, policies, and rules contained in this Manual. I understand that this Manual refers to current benefit plans maintained by the District and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I understand and agree that my relationship with the District is "at-will," which means that my employment is for no definite period and may be terminated by me or by the District at any time and for any reason with or without cause or advance notice. I understand that the District retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the District.

I understand and agree that nothing in the Manual creates or is intended to create a promise or representation of continued employment and that employment at the District is employment "at-will"; employment may be terminated at the will of either the District or myself with or without cause. I also understand and agree that, except for the at will employment relationship and any other policy required by law, the District may change any policy or practice and/or my hours, wages, working conditions, job assignments, position title, compensation rates and benefits in its sole discretion.

I also acknowledge receipt of the District's anti-harassment, discrimination and retaliation policy set forth in this Manual, and I certify that I have read it, understand it, and agree to comply with its terms and conditions.

My signature below certifies that I understand that the foregoing agreement on "at-will" status is the sole and entire agreement between the District and me concerning my employment and the circumstances under which my employment may be terminated. I also understand that if I violate the rules, policies, and procedures set forth herein that I may be subject to discipline, up to and including termination of my employment. This Manual supersedes all prior agreements, understandings, and representations concerning my employment. I understand that if I have questions regarding the

Handbook that I can discuss with my management team or the Human Resources Administrator.

Employee Name: _____

Employee Signature: _____

Date: _____

(To be place in employee's personnel file)



IDYLLWILD WATER DISTRICT

Memo

To: Board of Directors
From: Leo Havener, General Manager
Date: August 16, 2023
Subject: Item 4 – Building Ad Hoc Committee Update

Discussion:

Building Ad Hoc Committee will provide an update of findings.



IDYLLWILD WATER DISTRICT

Memo

To: Board of Directors

From: Leo Havener, General Manager

Date: August 16, 2023

Subject: Item 5 – Raw Water Pipeline Jameson Drive To Pump Station Fern Valley No. 1A

Recommendation:

The Board of Directors consider approving El-Co Contractors, Inc. to install approximately 800 feet in length of 10-inch raw water pipeline from Jameson Drive to Pump Station Fern Valley No. 1A at an estimated cost of \$363,380.00.

Background:

This is phase two of replacing the raw water pipeline from Pump Station Fern Valley No. 1A to Highway 243.

At the time the Fiscal Year (FY) 2023 – 2024 Budget was approved, the district anticipated moving forward with the Strawberry Creek Diversion and Pipeline Project. However, immediately after approving the budget the Board of Directors learned that the project would not break ground for another year. Therefore, staff is suggesting to redivert \$363,380 of the \$500,000 approved for the Strawberry Creek Diversion and Pipeline Project to complete phase two of the pipeline from Pump Station Fern Valley No. 1A to Highway 243.

Fiscal Impact:

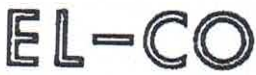
The Capital Expenditures for Water Funds has \$500,000 for Strawberry Creek Pipeline Project & Diversion, which will be redirected to use an estimated \$363,380 to complete phase two of the pipeline from Pump Station Fern Valley No. 1A to Highway 243. Phase two was not included in FY 2023 – 2024 budget in favor of the Strawberry Creek Project.

Conclusion:

While the Strawberry Creek Project is delayed a year, completing phase two of the pipeline from Pump Station Fern Valley No. 1A to Highway 243 will be a benefit for the metered raw water pipeline to reduce losses occurring due to leakage.

Attachments:

- El-Co Contractors, Inc. Estimate



CONTRACTORS, INC.

1995 Nolan Street, San Bernardino, CA 92407 • Telephone (909) 887-2610 or 887-1013 • Fax (909) 880-9091
P.O. Box 9130 San Bernardino, CA 92427

TO: Name Idyllwild Water District
Address P.O. Box 397
City Idyllwild, CA 92549

PROJECT:
LOCATION:

DATE: 7/20/2023 ATTN: Hosney TELEPHONE: _____

We propose to furnish Labor & Material to perform the work hereafter specified.

Jameson Avenue Raw Waterline Extension

1	Lump Sum	Mobilization	20,000.00	20,000.00
2	800 LF	10-Inch CI-200 C-900 PVC Pipe	170.00	136,000.00
3	10 Each	10-Inch Bends	1,076.00	10,760.00
4	2 Each	10-Inch Connections	13,000.00	26,000.00
5	800 LF	Replace Asphalt w/Base Course	52.00	41,600.00
6	9,840 SqFt	Grind & Overlay Asphalt .10	6.75	66,420.00
7	Lump Sum	Traffic Control	4,500.00	4,500.00
8	Lump Sum	Compaction	3,500.00	3,500.00
9	800 LF	Sand Bedding	17.00	13,600.00
10	Lump Sum	Exploratory Work	10,000.00	10,000.00
11	Lump Sum	Pressure Test	10,000.00	10,000.00
12	Lump Sum	Subsistance & Lodging	14,000.00	14,000.00
13	Lump Sum	Performance Bond	7,000.00	7,000.00
			<u>TOTAL:</u>	<u>363,380.00</u>

NOTES:

Permits to be supplied by water district
Any rock encountered will be removed on a time & equipment basis.

1. Permits & Inspection fee by others.
2. Engineering & Staking by others.
3. Construction water to be furnished & paid for by others.
4. All work completed by the 25th of each month is due and payable on the 10th of the following month.
5. Final billings will be based on actual measurements of work at the above prices.

General conditions, on the reverse side, are an integral part of the agreement.

ACCEPTED:

EL-CO CONTRACTORS, INC.
STATE LICENSE NO. 317093

BY: _____

BY: John Wiles, Sec/GenMgr.

DATED: _____



IDYLLWILD WATER DISTRICT

Memo

To: Board of Directors
From: Leo Havener, General Manager
Date: August 16, 2023
Subject: Item 6 – Purchase 2023 Toyota Tacoma 4X4 Double Cab Truck

Recommendation:

The Board of Directors consider approving the purchase of a new 2023 Toyota Tacoma 4X4 Double Cab truck from Gosch Auto in Hemet at a total cost of \$46,816.

Background:

The Water Operations recently had a truck totaled in a single person single vehicle accident. This vehicle needs to be replaced and put into service.

Staff researched the costs and availability for a new 2023 Toyota Tacoma 4X4 truck and discovered there is a two to four month waiting period for local dealerships to receive trucks. Gosch Auto in Hemet has a truck available at a reasonable price.

Fiscal Impact:

The Water Operations account has funds available to purchase the truck.

Conclusion:

Purchase of a new truck will put the fleet at full capacity for existing water staff.

Attachments:

- Truck Estimate

FW: Tacoma 4x4 @ Gosch Toyota

From: Tyler Kyte (assistance@goschtoyota.dsmessage.com)

Date: Friday, August 11, 2023 at 01:45 PM PDT

Tyler Kyte
Sales Consultant
(951) 658-3181 | Gosch Toyota
<http://www.goschtoyota.com/>



This email was sent to: shouman100@yahoo.com.
From: Gosch Toyota 350 Carriage Circle Hemet, CA 92545

[Update Preferences](#) - to update your communication preferences.
[Unsubscribe](#) - to stop all future email communications [REF_V2485079-1260243_NO].
[Terms and Conditions](#)

Direct Communication Notice

"We value your privacy. To learn about our collection and use of your personal information, read our <https://www.goschtoyota.com/notice-at-collection>

----- Original Message -----

FROM EMAIL: assistance@goschtoyota.dsmessage.com
TO: hosny@idyllwildwater.com
Sent: 8/9/2023 3:17:56 PM
SUBJECT: Tacoma 4x4 @ Gosch Toyota
Hello,

Here is the Specs of a Tacoma. We have a few exactly the same price so this VIN may not be the exact truck we sell you. We normally have a \$6,995 adjustment over MSRP for our Tacoma's. Per my GM we are able to sell it to you for MSRP.

Selling Price would be \$42,560

OTD with Tax/Lic: \$46,816

Thank you,

Tyler Kyte
Sales Consultant
(951) 658-3181 | Gosch Toyota
<http://www.goschtoyota.com/>

GOSCH  **TOYOTA**



GOSCHTOYOTA.COM



IDYLLWILD WATER DISTRICT

Memo

To: Board of Directors
From: Leo Havener, General Manager
Date: August 16, 2023
Subject: Item 7 – Employee Retention Policy

Recommendation:

The Board of Directors will consider approving Employee Retention Policy Number 2023-001.

Background:

The Board of Directors requested staff bring an Employee Retention Policy that provides incentive for employees to stay long-term. The proposed policy will provide up to \$2,400 per employee in annual incentive to stay a full calendar year.

Fiscal Impact:

Based on current staffing levels the Employee Retention Policy incentive would cost approximately \$21,600 annually. The Water Fund will pay water employees, Sewer Fund will pay sewer employees, and administration employees will be paid 75% by the Water Fund and 25% by the Sewer Fund.

Conclusion:

General Manager recommends approving Employee Retention Policy Number 2023-001.

Attachments:

- Employee Retention Policy Number 2023-001



POLICY AND PROCEDURE

IDYLLWILD WATER DISTRICT

APPROVAL DATE	MANUAL	POLICY NO. 2023-001
APPROVED BY: Board of Directors	POLICY TITLE Employee Retention Policy	EFFECTIVE DATE 8/16/2023
		Page 1

Purpose:

The purpose of the Employee Retention Policy (Policy) is to encourage Idyllwild Water District (IWD) employees to continue employment with IWD for the long-term.

Policy:

- This Policy encourages employee loyalty and satisfaction, reducing employee turnover.
- All employees will be required to always maintain a good standard of work performance.
- Employees will be rewarded every year for staying at IWD with a financial incentive of \$2,400 annually, which equals \$200 per month.
- Employees will be paid in the second week of December of every year.
- Employees must complete 12 months per calendar year.
- All applicable taxes will be deducted through the payroll company every year.
- IWD has the right to cancel this Policy without notice.
- This incentive will be one of the benefits of the IWD.



IDYLLWILD WATER DISTRICT

Memo

To: Board of Directors
From: Leo Havener, General Manager
Date: August 16, 2023
Subject: Item 8 – Approve Resolution No. 795 Increasing California Class Investments to \$500,000 Annually

Recommendation:

The Board of Directors will consider approving Resolution No. 795 increasing investments to a maximum of \$500,000 annually with California Class.

Background:

On November 16, 2022, the Board of Directors approved Resolution No. 788 to allow the district invest with California Cooperative Liquid Assets Securities System, doing business as "California Class", providing another option for the district to invest operational and reserve funds with low fees and nominal risk. The district wants to increase its ability to invest a maximum of \$500,000 annually with California Class.

Fiscal Impact:

No fiscal impact.

Conclusion:

California Class provides an additional investment opportunity for IWD public funds.

Attachments:

- Resolution No. 795



RESOLUTION NO. 795

RESOLUTION OF THE BOARD OF DIRECTORS OF THE IDYLLWILD WATER DISTRICT AUTHORIZING THE IDYLLWILD WATER DISTRICT TO INCREASE ITS PARTICIPATION TO A MAXIMUM OF \$500,000 ANNUALLY AND PURCHASE SHARES OF BENEFICIAL INTEREST ISSUED BY THE CALIFORNIA CLASS FROM TIME TO TIME WITH AVAILABLE FUNDS OF IDYLLWILD WATER DISTRICT AND RELATED MATTERS.

WHEREAS, the Idyllwild Water District (District) is permitted and has the power to pursuant to Section 53601 and/or 53635 of the California Government Code to invest all money belonging to, or in the custody of, the District in certain specified investments, including but limited to securities and obligations as described in subdivision (p) of Section 53601 of the California Government Code; and

WHEREAS, the California Cooperative Liquid Assets Securities System doing business as "California CLASS" is a joint powers entity created pursuant to that certain Joint Exercise of Powers Agreement, dated as of November 16, 2022 (the "Joint Exercise of Powers Agreement"); and

WHEREAS, the Joint Exercise of Powers Agreement sets forth the terms for the investment program known as the "California CLASS Investment Program" which has been established for the purpose of consolidating investment activities of the participating public agencies (referred to in the Joint Exercise of Powers Agreement as "Participants") and thereby reducing duplication, taking advantage of economies of scale and performing government functions more efficiently; and

WHEREAS, pursuant to Section 6509.7 of the California Government Code, a joint powers entity such as California CLASS may issue shares of beneficial interest in an underlying pool of securities owned by the joint powers entity to participating public agencies such as the District; and

WHEREAS, the District desires to invest a maximum of \$500,000 annually in one or more funds of the California CLASS Investment Program to be managed by the Investment Advisor to the California CLASS pursuant to the terms of the Joint Exercise of Powers Agreement; and

WHEREAS, the Joint Exercise of Powers Agreement and the Information Statement describing the California CLASS has been presented to this meeting; and

NOW, THEREFORE, the Board of Directors of the Idyllwild Water District does hereby resolve as follows:



Section 1: The Idyllwild Water District is hereby authorized to increase its participation in California CLASS Investment Program and Joint Exercise of Powers Agreement and purchase a maximum of \$500,000 annually in additional shares of beneficial interest issued by the California CLASS from time to time with available funds of the district, and to redeem such shares as needed.

Section 2. This Resolution shall take effect at the earliest date permitted by law.

MOVED, PASSED, AND ADOPTED this 16th day of August 16, 2023.

Charles Schelly, President
Board of Directors

ATTEST:

I, Leo Havener, Secretary of the IDYLLWILD WATER DISTRICT, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted by the Board of Directors of the IDYLLWILD WATER DISTRICT at its meeting of August 16, 2023, by the following vote:

AYES:

NAY:

ABSTAIN:

ABSENT:

Motion approved.

In witness whereof, I have executed by statement and affix the official seal of the IDYLLWILD WATER DISTRICT this 16th day of August 2023.

IDYLLWILD WATER DISTRICT

Leo Havener, Secretary to Board of Directors

Memo

To: Board of Directors

From: Leo Havener, General Manager

Date: August 16, 2023

Subject: Item 9 – Agreement for Environmental Planning Services with Terra Nova Planning & Research, Inc. for Strawberry Creek Diversion Rehabilitation and Pipeline Relocation Project

Recommendation:

The Board of Directors consider approving an agreement with Terra Nova Planning & Research, Inc. to provide environmental planning services for the proposed Strawberry Creek Diversion Rehabilitation and Pipeline Relocation Project (Project) at an amount not to exceed \$84,605.00.

Background:

Strawberry Creek Diversion Rehabilitation and Pipeline Relocation Project involves the installation of an underground pipeline and the removal of an above-ground pipeline in order to better secure and reduce the length of the current structure. The Project site is located at 25305 Fern Valley Road, Idyllwild, CA 92549 (APN 583-152-008).

Terra Nova will prepare, perform, and complete the professional services as outlined in the attached agreement in conformance with the California Environmental Quality Act (CEQA). The scope of services will include a CEQA-conforming Initial Study/Mitigated Negative Declaration, exhibits and associated notices, technical reports, and regulatory permit applications.

Fiscal Impact:

The proposed agreement with Terra Nova Planning & Research, Inc. is \$84,605.00.

Conclusion:

As an initial step in completing the Project, the District recommends approval of the agreement with Terra Nova Planning & Research, Inc. for environmental planning services in conformance with CEQA.

Attachments:

- Agreement with Terra Nova Planning & Research, Inc.

AGREEMENT

THIS AGREEMENT for professional services is a contract between the **IDYLLWILD WATER DISTRICT**, hereinafter referred to as "District" or "Client", and **TERRA NOVA PLANNING & RESEARCH, INC.**, hereinafter referred to as "Terra Nova".

RECITALS

- A. The Client has requested that Terra Nova provide environmental planning services to result in the preparation and processing of an environmental assessment and permit applications for the proposed Strawberry Creek Diversion Rehabilitation and Pipeline Relocation Project (Project) in accordance with the requirements of the District and regulatory agencies. The proposed project will also include the reconstruction/rehabilitation of an existing stream diversion structure and associated pipeline. The Project site is located in the upper portion of Fern Valley. Terra Nova will also prepare and process regulatory permit applications with the California Department of Fish & Wildlife, the California Regional Water Quality Control Board and the US Army Corps of Engineers.
- B. The Client has approved the selection of Terra Nova to assume responsibility for the performance of the work described herein in Exhibit "A", and in accordance with the terms and conditions set forth herein.

THEREFORE, THE CLIENT AND TERRA NOVA AGREE AS FOLLOWS:

1. SCOPE OF WORK

Terra Nova will prepare, perform, and complete the professional services as outlined in Exhibit A, herein referred to as "SCOPE OF WORK", to the reasonable satisfaction of the Client and in conformance with the California Environmental Quality Act (CEQA). Work products shall include a CEQA-conforming Initial Study/Mitigated Negative Declaration, exhibits and associated notices, technical reports and regulatory permit applications. Additional tasks and analysis required by the Client and not a part of the Agreement, shall be initiated and completed with the prior written consent of the Client.

2. TIME SCHEDULE

The SCOPE OF WORK will be completed by Terra Nova and submitted to the Client as defined in Exhibit C. Terra Nova shall not be responsible for delays that are beyond its control.

3. COMPENSATION

Terra Nova will be compensated as set forth in Exhibit B, "Project Budget". All invoices are due and payable upon receipt. There will be a charge of 1.5% per month for all invoices over 30 days past due.

4. TERMINATION

Client or Terra Nova may terminate this Agreement for cause at any time, in a fair and equitable manner, by giving written notice thereof, provided that the Client shall be obligated to pay Terra Nova for all work performed and for all direct costs incurred prior to receipt of notice of termination by either party. Written notice of termination shall be sent by Certified Mail and deemed effected upon receipt.

To Terra Nova:

John D. Criste, President
Terra Nova Planning & Research, Inc.
42635 Melanie Place, Suite 101
Palm Desert, CA 92211

To Client:

Leo Havener, General Manager
Idyllwild Water District
25945 Highway 243
Idyllwild, CA 92549-9990, CA 92336

5. AUTHORITY

Each of the parties to this Agreement represents that the person signing on behalf of such party has authority to do so.

6. RELATIONSHIP OF PARTIES

It is understood that the contractual relationship of Terra Nova to the Client is that of an independent contractor, and all persons working for or under Terra Nova are its agents, servants, and employees, and are not agents, servants, or employees of the Client.

7. PROJECT DESIGN PARAMETERS

Terra Nova shall act as an extension of District staff and shall assist in coordinating the development of conceptual, preliminary and final designs for the subject diversion structure and pipeline. Terra Nova will also assist and advise the Project engineer and Client on the final locations and extent of planned improvements. Terra Nova shall not be responsible for Project planning or design.

8. LITIGATION

In the event that legal action is brought by either party to enforce any and all terms of this Contract, the prevailing party shall be entitled to all reasonable attorney's fees, costs and expenses, as may be determined appropriate by the Court.

9. INDEMNIFICATION AND HOLD HARMLESS

Terra Nova agrees to defend, indemnify, and hold harmless Client from any claim, action, or proceeding against Client which results from the negligent execution of the scope of work as set forth herein or as otherwise provided for herein.

Client agrees to defend, indemnify and hold harmless Terra Nova and its consultants, agents, officers and employees from any claim, action, or proceeding against Client, Terra Nova, or Terra Nova's consultants, agents, officers or employees which results from the non-negligent execution of the scope of work as set forth herein or as otherwise provided for herein.

Client agrees to reimburse Terra Nova and its consultants, agents, officers and employees for any direct or indirect costs, including but not limited to consulting time, provision of depositions, testimony, court costs, attorney's fees, reimbursables and other costs associated with defending the Client or Terra Nova or its work product from any action or proceeding resulting from the non-negligent execution of the scope of work as set forth herein.
Nova.

10. CONSULTANT TO ABIDE BY ALL LAWS

Terra Nova shall conform with all applicable regulations and guidelines of the District, and shall abide by all applicable local, state and federal laws.

10. CONFLICTS OF INTEREST

Terra Nova shall not retain or engage in any other employment, which is inconsistent, incompatible, in conflict with or inimical to Terra Nova's duties as outlined within the "SCOPE OF WORK". Terra Nova will not perform work for compensation where any part of its efforts will be subject to approval of any other individual or organization of any kind, that is then in an adversarial position with Client. Terra Nova is required to maintain a confidential relationship with Client and holds Client harmless on account of any loss, injury, damage or claim that may result from the failure of Terra Nova to maintain such confidence.

IN WITNESS WHEREOF, the Client and Terra Nova have executed this Agreement as of the date set forth herein.

Client

Terra Nova

Leo Havener, General Manager
For: Idyllwild Water District

John D. Criste, AICP
President

Date

Date

Please sign and date this Agreement, keep a copy for your files and return the original to:

Terra Nova Planning & Research, Inc.
42635 Melanie Place, Suite 101
Palm Desert, CA 92211

This Agreement shall commence upon receipt by Terra Nova of the signed Agreement.

Scope of Work

Idyllwild Water District/Strawberry Creek Diversion Structure and Pipeline Replacement Project Community of Idyllwild, Riverside County

EXHIBIT A: SCOPE OF WORK

Introduction

The Terra Nova scope of work is associated with the design, approval and construction of a replacement diversion structure and associated pipeline within and in the vicinity of Strawberry Creek in the Fern Valley neighborhood of the community of Idyllwild, Riverside County. The Project is located within the residential subdivision identified as *Idyllwild Mountain Park Co's Subdivision No. 7* created in 1923. The Project occurs in the vicinity of Tahquitz Road and lies within portions of Section 7 & 8 of T. 5 S., R. 3 E., SBB&M.

The Idyllwild Water District (IWD or District) is the local domestic water purveyor and relies on both surface and groundwater to supply its customers. The proposed project is intended to upgrade and increase the resiliency of existing infrastructure, including rebuilding the aging diversion structure and relocate and underground existing surface pipelines connecting the existing diversion structure to the IWD collection systems. Intercepted surface water is sent to the District's plant for treatment before distribution to customers.

In addition to engineering analysis and design, the Project requires securing environmental clearances and regulatory permits. After completing biological resource studies and analysis, it has been determined that the District should process an Initial Study (IS) pursuant to the California Environmental Quality Act (CEQA). It was also determined the District should confer with and, if necessary, process permits through certain state and federal agencies which have or may have jurisdiction over portions of the Project, which may include the California Department of Fish and Wildlife (CDFW), the California Regional Water Quality Control Board (CRWQCB) and the US Army Corps of Engineers. This effort includes conferring and coordinating with the Western Riverside County Regional Conservation Authority (WRCRCA).

Understanding of Project

The proposed diversion structure and pipeline upgrade project includes the removal and reconstruction of an existing and long-established stream diversion structure and the relocation and undergrounding of an associated pipeline. The Project is located in a 1923 residential subdivision and along and near Tahquitz Road from which it can be accessed.

Diversion Structure

The proposed diversion structure will partially utilize select portions of the existing structure to be modified to improve impoundment and diversion. The new diversion will be constructed adjacent to the existing (within a previously disturbed area of the creek), and is expected to employ a variety of materials including cast-in-place concrete, concrete block, and some prefabricated concrete and metallic elements. The overall impact area within the creek boundary should not exceed 900 square feet (SF; 30' x 30'), and the actual disturbance footprint is estimated at 500 SF (20' x 25').

Pipelines: Reach 1

The Project also includes the construction of two reaches of new underground pipeline and abandonment and removal of the current above-ground line. The first reach of the new pipeline will consist of 245± LF of 8-inch or 12-inch PVC or ductile iron pipe through a relatively undisturbed wooded alignment following and westerly of the alignment of Tahquitz Road and within a 45-foot permanent utility easement to be created by the District.

As currently understood, the overall impact area within both temporary and permanent easements should not exceed about 16,000± SF (65' x 245'), and the actual disturbance footprint (for trenching) is estimated at 735 SF (3' x 245'). The depth of cover for the Reach 1 pipeline segment will vary from 3' (@ the diversion) to 8' (as it approaches Fern Valley Road). A large portion of said footprint has previously been cleared of trees and used as a parking area by existing and past owners of the property, which is why it was selected for the pipe alignment.

Pipeline Reach 2

A second reach of pipeline will consist of 300± LF of 8-inch or 12-inch PVC or ductile iron pipe to connect to reach 1. This second reach of pipe will be located within the existing 50' wide Fern Valley Road RW, about 10' southerly of Fern Valley Road's mapped centerline and along the southerly edge of the existing 25'-30' wide paved roadway. It will reconnect to the line feeding the District's storage reservoir. The final location of the pipeline may need to be adjusted once locations of any existing roadway utilities have been verified, which shall be completed prior to the initiation of the environmental analysis. The overall impact area within Fern Valley Road should not exceed the actual disturbance footprint (for trenching) which is estimated at 900 SF (3' x 300'). The predominant depth of cover for the Reach 2 pipeline segment will be about 5' but will deepen to 8' where it connects to Reach 1.

Decommissioning Existing Pipeline

Upon completion of the new diversion structure and pipeline, the existing 6-inch steel pipeline will be permanently decommissioned and taken out of service. Those portions that are at or above ground will be manually severed into manageable lengths and removed from their current location. Those portions that are sufficiently buried, will be abandoned in place by capping, plugging or filling with a cement type slurry to render inoperable. Any impacts will be minimal and limited to the location of the existing pipeline, and with little to no new disturbance.

Environmental Clearances and Regulatory Permitting

The proposed project is essential to ensure proper long-term capabilities to divert stream flows and convey them to District facilities in a safe and reliable manner. As discussed below, Terra Nova has a thorough understanding of the requirements of the California Environmental Quality Act (CEQA) and the California Department of Fish and Wildlife (CDFW) and the California Regional Water Quality Control Board. Terra Nova also has extensive experience with federal Clean Water Act (CWA) regulations and US Army Corps permitting.

Technical studies shall be prepared to serve both CEQA and state and federal permitting purposes. A biological resources study has already been prepared and will be used in the preparation of the CEQA IS. Additional technical analysis that will be needed include a streambed delineation analysis and a cultural resources assessment that is compliant with Section 106 of the National Historic Preservation Act (NHPA).

This coordinated CEQA analysis process has proven effective at streamlining agency reviews and approvals. It is assumed that environmental clearances associated with any federal nexus will be accomplished via a Categorical Exclusion pursuant to the National Environmental Policy Act (NEPA) and the US Army Corps of Engineers NEPA Handbook. The District will serve as the CEQA Lead Agency and CDFW and the CRWQCB will be Responsible Agencies.

Terra Nova's Approach: CEQA & Permit Streamlining

An essential part of Terra Nova's approach is early and on-going agency consultation and the coordinated integration of various environmental surveys, documentation and analysis, which will optimize these resources for streamlined CEQA processing (and also support a NEPA Categorical Exclusion). CEQA streamlining will be facilitated by a firm, consensus project description and exhibits of sufficient detail for analysis. Additional Project exhibits beyond those prepared to date will be needed to properly describe the Project and its effects. Additional information on temporary and permanent impacts, including and especially those within jurisdictional waters, will be needed. District CEQA action, including preparing and processing an Initial Study/Mitigated Negative Declaration (IS/MND), will be immediately completed following completion of the technical studies. This will allow the District to formally approve the Project and facilitate processing of other permits reliant upon the District's CEQA action. We will also facilitate reviews by the WRCRCA for Project consistency with this regional conservation plan to which the Project is subject.

Our approach to this Project also includes making clear to all permitting agencies the limited potential impacts associated with it. Potential environmental and regulatory issues associated with this project include the following:

- Protection of cultural resources
- Protection of biological resources
- Protection of neighborhood access

CEQA Administrative Services

Terra Nova will coordinate with District, District legal counsel and team members, and provide on-going input and assistance along the entire process. Terra Nova will also provide comprehensive environmental services and will act as an extension of District staff in the preparation of notices, staff reports and other materials. We will also extend District's capabilities by transmitting environmental documents on behalf of the District, preparing draft staff reports, resolutions and supporting hearing materials. We will also assure the timely filing of notices, especially those that initiate statutory appeal periods.

Task 3.2.1 Biological Resources Study and WRCRCA Consistency Analysis

Terra Nova contracted with WOOD Environmental (now WSP) biologists in the preparation of a general biological resource assessment. Previous resource studies conducted on these and nearby lands were also evaluated, previous management and mitigation programs reviewed, and the relationship of the project to other approved projects in the wash and vicinity was assessed. No protocol surveys were expected to be required for this project. The project is not a "covered activity" under the RivCo WRCRCA; however, mitigation provided by the Plan has been considered.

The biological resources assessment shall include a literature review for the Project site to determine if any sensitive biological resources have been reported in the Project area. As a part of this task, previous biological reports prepared for projects in the vicinity, including recent aerial photographs and other pertinent documents from the consultant's library and project files (e.g., other biological surveys from the general vicinity) were utilized. Consultant also reviewed the CDFW California Natural Diversity Database, California Native Plant Society's (CNPS) Rare and Endangered Vascular Plants of California, and other readily available biological information. As a part of the literature review analysis, readily available previous resource studies conducted for the project site and nearby lands were also evaluated, previous management and mitigation programs were reviewed, and the relationship of the project to other approved projects in the vicinity was assessed.

A field reconnaissance survey and general habitat evaluation was conducted at the project site. The consulting biologists evaluated the suitability of existing habitat on the site to support special-status species. The type(s) of vegetation were characterized, and dominant plants identified. Human disturbance levels were also characterized. Field notes included any wildlife species observed or detected on-site and in immediately adjacent areas.

The consulting biologists prepared a biological resources report summarizing the results of the literature review, biological field reconnaissance and findings, which included recommendations for further biological studies (if necessary). The report described the survey methods employed, presents the results of the fieldwork, assessed the potential for additional sensitive resources to occur on the site, identified regulatory issues related to the resources on the site, and recommended potential mitigation measures. A draft report was provided to accompany and support the CEQA IS and permits.

Start/End Timeframe: 60-90 days. Complete

Deliverables: Draft and Final Biological Resources Report & CVMSHCP Consistency Analysis

Task 3.2.2 Jurisdictional Streambed Delineation

Terra Nova and its biologists shall conduct a state and federal jurisdictional delineation to establish waters of the state and of the US. The delineation shall also determine whether and to what extent wetlands or other jurisdictional waters, as defined by State and Federal Regulations, occur within and could be impacted by the proposed Project. The results of the delineation shall also be incorporated into the revised biological resources report and project permits. The jurisdictional delineation shall be prepared in accordance with methodology in the USACE 1987 Wetlands Delineation Manual, Arid West Supplement and applicable definitions in the California Fish and Game Code.

Tasks associated with this effort include coordination with USACE, CDFW and CRWQCB, and include (1) review existing literature related to the site including historical topographic maps and aerial photos, National Wetland Inventory Maps, Soil Surveys, and any previous permit, etc. to determine potential jurisdictional water. Review preliminary engineering plans for the project to assess potential impacts to waters in the area. (2) Conduct field survey to collect data, evaluate soils, vegetation and hydrologic conditions on the site, and delineate jurisdictional waters using approved state and federal methods and collect data using GPS with sub-meter accuracy.

Start/End Timeframe: 60-90 days. Begin once limits of disturbance and area of permanent impacts established.

Deliverables: Draft and Final Jurisdictional Delineation Report and associated GIS mapping

Task 3.2.3 Cultural Resources Study (APE)

Terra Nova will contract for and manage archaeological and historic property research and documentation, as well as consultation with the appropriate Native American Tribes, and preparation of reports in conformance with CEQA. The cultural resources study will be prepared in compliance with Section 106 of the National Historic Preservation Act. An Area of Potential Effect exhibit shall be prepared and submitted to project engineers and District for approval. Tasks include the following:

1. Contact and maintaining communication with project engineers and District to ensure that all the issues are known and addressed; production of maps supporting the APE on the appropriate current USGS 7.5' quadrangle and applicable historic maps to use for the records search, background research, and for inclusion in the report, as needed;
2. Conduct a historical/archaeological resources records search at the Eastern Information Center at University of California, Riverside;
3. Pursue general historical background research based on the APE and it environs;
4. Request a sacred lands record search from the Native American Heritage Commission and contact local Native American representatives regarding Native American resources in and around the project area;
5. Consult with Agua Caliente Band of Cahuilla Indians;
6. Conduct a field survey of the APE following standard professional archaeological procedures;
7. Conduct specific historical studies, including archival research, interviews, and including consultations with local historical societies and/or other representatives of the local community concerning the APE, as necessary, to determine past land uses and owners and to explore historical associations;
8. Prepare a Draft Historical Properties/Archaeological Survey Report according to CEQA and professional standards and guidelines to document the findings of the procedures outlined above, identify potential historic properties within or adjacent to the APE, evaluate their integrity and historical significance under criteria for the National Register of Historic Places, incorporate comments and recommendations from local Tribes (if any), and recommend subsequent courses of actions regarding cultural resources, if necessary;
9. Review comments, plan and organize responses to comments, and prepare the final versions of the report.

Start/End Timeframe: 90-120 days. Begin once limits of disturbance, staging et al have been established.

Deliverables: Draft and Final Cultural Resources Report

Task 3.2.4 Air Quality and GHG Study

Terra Nova shall conduct research and review of literature and other documentation to prepare an analysis of air quality and greenhouse gas impacts associate the Project. The assessment of construction activities shall include quantifying emissions from excavation and demolition (if any) of the existing channel and/or structures, site preparation and grading, use of construction equipment, haul trips and material deliveries, construction workers commute, and construction activities. GHG emissions shall also be quantified and analyzed pursuant to thresholds. Tasks shall include coordinating with agencies, project team, District staff, and others during the project's environmental review process. If the AQ & GHG Report concludes that emissions exceed established thresholds (not expected) then Terra Nova shall identify mitigation measures that will minimize impacts.

Start/End Timeframe: 30-45 days. Begin once 50% plans approved by District and quantities and other data received from project engineers.

Deliverables: Draft and Final Summary Air Quality & Greenhouse Gasses Memorandum and technical appendix.

Task 3.2.5 Draft Environmental Document (CEQA IS/MND)

Terra Nova shall prepare and process an integrated District-compliant CEQA Initial Study/Mitigated Negative Declaration based on the preliminary scoping activities set forth in this scope of work. The District CEQA IS/MND shall analyze the Project. The Initial Study/Mitigated Negative Declaration shall also include a comprehensive Mitigation Monitoring and Reporting Program for each category where mitigation is required. It is assumed that the District will adopt a Mitigated Negative Declaration. A screen check draft of the IS/MND shall be provided to the District and engineering team and revised as required prior to transmittal.

CEQA Responsible Agencies

The District will be the CEQA Lead Agency. Other public agencies (if they claim jurisdiction) will or may be a Responsible Agency and will rely on the adopted IS/MND for their permitting purposes. The California Department of Fish and Wildlife (CDFW) shall be a CEQA Responsible Agency, shall be provided the opportunity to comment on the IS/MND, and shall use the adopted IS/MND to process and issue a Streambed Alteration Agreement. The California Regional Water Quality Control Board (CRWQCB) shall also be a Responsible Agency and shall use the approved CEQA IS/MND to process and provide a Section 401 CWA certification.

Start/End Timeframe: With project initiation and 60-90 days from District approval of 50% plans.

Deliverables: Screencheck and transmittal draft of IS/MND, associated maps, exhibits, technical appendices

Circulate Draft Environmental Document and Respond Comments (CEQA)

Terra Nova will execute this task on behalf of the District. Task includes preparation of District-approved IS/MND transmittal list, and transmittal of a Notice of Intent to surrounding property owners based on a notification package with a 300-foot radius (per District CEQA Guidelines). The placement of a legal notice in The Town Crier, Desert Sun or other paper of record can also satisfy this requirement. Terra Nova shall also prepare a Notice of Completion for transmittal to the Riverside County Clerk and the State Clearinghouse (SCH) for posting for a 30-day period. The SCH shall also be provided with the required electronic filing of the IS/MND for SCH distribution.

Start/End Timeframe: 60± days. Begin once District approves draft IS/MND for public review. Provide draft responses to comments within 10 days of end of comment period.

Deliverables: Electronic filing and proof thereof from County Clerk, State Clearinghouse. Newspaper ad for District Clerk's placement in newspaper of local circulation. Electronic file of IS/MND for District posting on its web site. Incidental print copies of IS/MND.

Task 3.3.6 Final Environmental Document (CEQA IS/MND) & Notice of Determination (NOD)

District and State Clearinghouse shall collect any comments received on the draft CEQA document, and shall provide same to Terra Nova for verbatim restatement and formal response. Terra Nova shall affect any necessary changes to environmental documents and memorialize changes in mitigation measures or findings. Once final action has been taken by the District, the final (approved) CEQA IS/MND and supporting documents shall be provided to the District. With the District's adoption of the IS/MND, Terra Nova shall prepare a Notice of Determination and post same with the County Clerk's office and the State Clearinghouse, thereby starting the 30-day statutory appeal period.

Start/End Timeframe: within 15 days of end of IS/MND comment period.

Deliverables: Bracketed comment letters and emails, verbatim re-statement, and response to comments. One Word document.

Task 3.2.7 Staff Report, Resolution, Notice of Determination & Filing (CEQA)

Terra Nova shall prepare a draft staff report and adoption resolution for the approval of the CEQA action. Staff will attend and present, as needed, information to the District Board on the environmental and permitting portions of the project. Terra Nova will also prepare the above referenced Notice of Determination (NOD) following the adoption of the CEQA document by the District. The drafted NOD shall be submitted to the District for signature and delivered to the Riverside County Clerk and to the State Clearinghouse to initiate the statutory 30-day statutory appeal period. A copy of the posted NOD shall be provided to the District. The District shall be responsible for NOD and other filing fees. Please note that NOD filing must be accomplished within five working days of IS adoption or the appeal period is extended to 180 days.

Start/End Timeframe: within 25 days of end of IS/MND comment period.

Deliverables: Draft staff report in Word, draft adoption resolution in Word; final five days following District-approval of draft responses to comments.

REGULATORY PERMITTING

The Project may qualify for an exception from permitting requirements for working within the channel. Such exceptions are based upon evidence in respective permit applications and will be pursued with the permitting agencies. Exceptions to permitting will require that the project be classified by the permitting agencies as "maintenance". It must also be demonstrated that the function and value of the drainage will not change from current conditions. The final determination of jurisdiction falls on the discretion of each of the agencies.

Environmental permitting for this project is expected to include reviews and determinations from four agencies, including the District (CEQA), California Department of Fish & Wildlife, California Regional Water Quality Control Board, and the US Army Corps of Engineers. Therefore, the permitting task includes preparing and securing approval of a Section 1602 Streambed Alteration Agreement (or waiver) from the CDFW, a CWA Section 401 certification (or waiver) from the California Regional Water Quality Control Board, and a Nationwide 404 Permit (or waiver) from the US Army Corps. It is assumed that regulatory permit application and processing fees will be paid by the District. Each of these regulatory permits is discussed below.

Task 3.3.1 RWQCB CWA Section 401 Water Quality Certification

Terra Nova shall initiate early and on-going consultation and coordination with the CRWQCB pursuant to Section 401 of the Federal Clean Water Act. Terra Nova shall also prepare and process applications and supporting documentation for the California Regional Water Quality Control Board for the issuance of a Section 401 certificate.

Start/End Timeframe: prepare and file 401 application within 21 days of IS/MND adoption.

Deliverables: Complete 401 application package, supporting data and information, relevant technical studies. Processing time expected to be 60-90 days.

Task 3.3.2 CDFW 1602 Streambed Alteration Agreement

Terra Nova shall prepare and process a Streambed Alteration Agreement (SAA) application (Notification) as required by the California Department of Fish and Wildlife and in conformance with Section 1602 of the Fish and Game Code. The SAA shall be included in the CEQA IS/MND document, previously prepared biological assessment, jurisdictional delineation, and project description, and analyzed in the IS/MND document. CDFW may issue the Agreement following District's adoption of the Mitigated Negative Declaration or may waive the need for a formal agreement. Detailed tasks include the following:

- (1) Provide plant and wildlife survey of the project area, including surveys for federally listed and state-listed species, and an assessment of riparian habitat (including quantification of riparian habitat);
- (2) Prepare and submit to CDFW an assessment of the extent of temporary and permanent streambed disturbance, within the project area of jurisdictional streambed delineation;
- (3) Prepare a written description of the project that covers the project features and activities and proposed construction methods in detail, including location of the activities, project features and activities, how the activities will be conducted, what equipment and materials will be needed for the activities, how access to the site will be achieved, and the schedule of activities;
- (4) Prepare maps showing the project site with a clear project boundary relative to a USGS topographic quadrangle or aerial photographs, including landmark information like street names or other features to identify the location, and include the USACE delineation information on the maps;
- (5) Prepare the Section 1602 Streambed Alteration Notification, along with the applications for RWQCB Water Quality Certification, a copy of a biological evaluation (based on the surveys conducted) including the assessment of riparian habitat (if any) in the project area, and a copy of any draft (and ultimately final) CEQA document prepared for the project;
- (6) Draft 1602 Agreement letter for use, modification and approval by CDFW

Start/End Timeframe: prepare and file CDFW 1602 application within 21 days of IS/MND adoption.

Deliverables: Complete 1602 application package, supporting data and information, relevant technical studies. Processing time expected to be 90-120 days.

Task 3.3.3 USACE Nationwide Section 404 Dredge & Fill Permit and NEPA Categorical Exclusion

It is assumed that less than 0.50 acres of delineated "waters of the US" (WOTUS) will be permanently impacted by the Project, which is an essential criterium for a Nationwide (versus a Project) 404 Permit. Terra Nova shall initiate early and on-going consultation and coordination with the USACE pursuant to Section 404 of the Federal Clean Water Act or a waiver therefrom. Terra Nova shall also prepare and process applications and supporting documentation for the Army Corps for the issuance of a Nationwide Section 404 Permit. It is also assumed that, with the support of the District-approved CEQA IS/MND and associated technical reports, the USACE will apply a *Categorical Exclusion* for purposes of NEPA Clearance.

Start/End Timeframe: prepare and file USACE CWA 404 application within 30 days of IS/MND adoption.

Deliverables: Complete 404 application package, supporting data and information, relevant technical studies. Processing time expected to be 90-120 days.

Idyllwild Water District/Strawberry Creek Diversion Structure and Pipeline Replacement Project Community of Idyllwild, Riverside County

EXHIBIT B: BUDGET

BUDGET ITEM	AMOUNT
Environmental Consulting Services	
Project Administration and Management (15 Hrs @ \$195/Hr.; 15 Hrs. @ 140/Hr.)	\$ 5,025.00
Meetings & Coordination (15 Hrs @ \$195/Hr.; 12 Hrs. @ 140/Hr.)	\$ 4,605.00
Research and Data Collection and Documentation (10 Hrs @ \$195/Hr.; 15 Hrs. @ 140/Hr.)	\$ 4,050.00
Draft & Final CEQA Initial Study/Mitigated Negative Declaration (20 Hrs @ \$195/Hr.; 40 Hrs. @ 140/Hr.)	\$ 9,500.00
Draft & Final NEPA Documentation (assumes Cat Ex.) (10 Hrs @ \$195/Hr.; 15 Hrs. @ 140/Hr.)	\$ 4,050.00
Administrative Support (20 Hrs @ \$45/Hr.)	\$ 900.00
Sub-Total	\$ 28,130.00
Specific Studies & Services: Inclusive of Terra Nova Management	
Air Quality and GHG Analysis	\$ 3,285.00
Biological Resources Assessment Limited Supplement	\$ 3,250.00
Cultural Resources Assessment	\$ 11,825.00
Jurisdictional Streambed Delineation	\$ 10,400.00
GIS, Graphics & Exhibits	\$ 3,250.00
Staff Report, Resolution, Notice of Determination & Filing	\$1,950.00
Sub-Total	\$ 33,960.00
Regulatory Permitting	
CDFW Section 1602 Streambed Alteration Agreement	\$ 8,745.00
CRWQCB CWA Section 401 Certification	\$ 6,870.00
USACE CWA Section 404 (Assumes Nationwide Permit & NEPA Cat Ex.)	\$ 5,400.00
Sub-Total	\$ 21,015.00
Reimbursable Expenses¹	
Miscellaneous Printing	\$ 500.00
Misc. Office: Postage, conference calls, etc.	\$ 500.00
Document Printing: IS/MND, Notices, etc.	\$ 500.00
Sub-Total	\$ 1,500.00
Total	\$ 84,605.00

¹ Reimbursables are best estimates and will be billed on a time and materials basis.

**Idyllwild Water District/Strawberry Creek
Diversion Structure and Pipeline Replacement Project
Community of Idyllwild, Riverside County**

EXHIBIT C: SCHEDULE

The schedule to complete the subject CEQA analysis and processing, and the securing of required permits or permit waivers is dependent upon the completion of adequate project design and engineering by which impacts can be fully assessed. Therefore, an important first step is to secure more detailed and refined plans of the proposed reconstructed diversion structure and the project pipeline.

It will also be essential to initiate the cultural resources assessment and jurisdictional delineation. The cultural work and reporting may take 90 to 120 days to complete, depending on current workload at the Eastern Information Center at UCR where literature searches are performed. The jurisdictional delineation should also be expedited as it may inform project design and could be helpful in demonstrating how project impacts to the streambed can be limited.

Other project tasks set forth above can be accomplished during the more extended research period so that once reports are completed and vetted, they can quickly be integrated into the CEQA IS/MND. Therefore, we assume completion of the Draft IS/MND for client review within 30 days following completion of the last technical study. This would place a District Board meeting where the CEQA document is adopted approximately five months following initiation of the project. A more refined schedule will be developed and provided to client once initial tasks are underway.