#### REGULAR MEETING OF THE BOARD OF DIRECTORS

#### **IDYLLWILD WATER DISTRICT**

SEPTEMBER 16, 2015 - 6:00 P.M.

#### **AGENDA**

#### **CALL TO ORDER:**

#### **ROLL CALL:**

INTRODUCTION OF NEW BOARD SECRETARY: President Billman will welcome Lauren Green, the new Board Secretary.

#### **CONSENT CALENDAR:**

Items #1, #2, and #3 will be acted upon by one motion, unless a member of the Board or a member of the public request that an item or items be discussed and acted upon separately.

(ITEM #1) MINUTES – August 15, 2015 Regular Meeting

#### (ITEM #2) FINANCIAL REPORTS AUGUST 2015

- A. Operating statement for the second month ending August 2015
- B. District warrants for August, 2015.

 Ck #13056- 13108
 = \$ 223,243.86

 Gross Payroll
 = \$ 52,628.58

 Federal/State PR taxes
 = \$ 4,659.16

 LAIF Transfers
 = \$ -0 

 Transfers/charges
 = \$ 63.47

#### (ITEM #3) OPERATIONS REPORT FOR THE SECOND MONTH - AUGUST, 2015

(ITEM #4) UNFINISHED BUSINESS - WORK IN PROGRESS – Staff will report on the status of work in progress in the water and wastewater system.

- Water and Wastewater Issues
- Energy Consumption Update
- Water Conservation
- Other projects & matters

(ITEM #5) NEW BUSINESS – Emergency Action – The U.S.D.A. Grant in the amount of \$215,000 for well rehabilitation has been approved and requires immediate actions to retain engineering and construction services to undertake the projects.

(ITEM #6) RESOLUTION #710 - Resolution #710 rescinds and replaces Resolution #571 to conform to the Brown Act.

(ITEM #7) - RESOLUTION #711 - The Board will consider adopting Resolution #711 setting a Reserve Fund Policy.

(ITEM #8) - RESOLUTION #712 - The Board will consider adopting Resolution #712 setting a Fixed Assets Policy.

**CORRESPONDENCE** - None

#### **DIRECTORS COMMENTS:**

#### **PUBLIC COMMENTS:**

The public may address the Board of Directors on any matter within the jurisdiction of the Board or any matter on the agenda. Before making your comment, please state your name and address for the record. We would also like to remind you to keep your comments to a five (5) minute maximum.

IWD Board Meeting, September 16, 2015, cont.

ADJOURNMENT: The Board will adjourn to closed session.

1. <u>CLOSED SESSION</u> - The Board will meet in Closed Session pursuant to California Government Case Section # 54956.8 to discuss real estate matters – acquisition of tax defaulted property.

**OPEN SESSION:** The Board may make a decision regarding the acquisition of property.

#### ADJOURNMENT:

The next regular Board meeting is scheduled for October 21, 2015 at 6:00 p.m. to be held at the Idyllwild Water District Boardroom, 25945 Hwy. 243, Idyllwild, CA.

Public Comment: The public is encouraged to address the Board on any matter listed on the agenda or on any other matter within its jurisdiction subject to the rules of decorum. If you wish to address the Board please complete the card that is provided at the rear entrance to chambers and hand the card to the clerk. The Board will hear public comment on items listed on the agenda during discussion of the matter and prior to a vote. The Board will hear public comment on matters not listed on the agenda during the oral communications period. Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. When a member of the public raises an issue which has not yet come before the legislative body, the item may be briefly discussed, but no action may be taken at that meeting. The Board may direct staff to investigate and/or schedule certain matters for consideration at a future Board meeting. Please adhere to the following procedures when addressing the Board:

- Comments should be limited to 5 minutes or less.
- Comments should be directed to the Board as a whole and not directed to individual Board members.

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

# IDYLLWILD WATER DISTRICT DISTRICT WARRANTS AND OTHER DISBURSEMENTS FOR THE MONTH ENDED AUGUST 31, 2015

	CHECK			
DATE	NUMBER	PAYEE	DESCRIPTION	AMOUNT
08/06/2015	5 13109	ACWA/JPIA	Pogistration for Miles Eroiton training	50.00
08/06/2015		Aklufi & Wysocki	Registration fee/Mike Freitas training Legal services/monthly charge	50.00 620.00
08/06/2015		Chase Card Services	Battery for ADT system	59.90
08/06/2015		Compass Bank	SDLA training/hotel/stamps/flag/	1,997.98
08/06/2015		El Co Contractors	Last payment for effluent pipeline replacement	124,776.00
08/06/2015		Forest Lumber	Hose/hd stakes/asphalt glue/irrigation fittings	361.36
08/06/2015		Four Seasons Cleaning Services	Cleaning services	280.00
08/06/2015		Herb Bergstrom	Sewer line consulting fee	2,600.00
08/06/2015		Joseph Reyes	Work boots	150.00
08/06/2015	13118	Kenneth Browning, D.O.	New hire drug tests	41.86
08/06/2015	13119	Northern Safety	Leather gloves/safety eyewear/barricades	677.00
08/06/2015	13120	S.C.E.	Monthly electricity charge	10044.55
08/06/2015	13121	Sandlin & Son	Repair icemaker/labor and parts	298.20
08/06/2015	13122	Verizon Wireless	Emergency phone/GM cell	161.48
08/06/2015	13123	Village Hardware	Water Supplies	33.77
08/06/2015	13124	Waste Mgt/Inland Empire	Temp trash container for WWTP	233.61
08/06/2015	13125	IWD	Deposit at Bank of Hemet for Payroll	40,000.00
08/12/2015	13126	County of Riverside	LAFCO annual fee	456.00
08/12/2015	13127	Employee Relations	Pre-employment background check	37.80
08/12/2015	13128	Hach Company	AWR sampler units for WWTP	12,160.93
08/12/2015	13129	Idyllwild Health Center	Gary Steele/Hep B shots	123.00
08/12/2015	13130	Kelly Clark	July/Aug Pension	2,117.53
08/12/2015	13131	Mission Linen	Launder uniforms	164.78
08/12/2015	13132	NAPA Auto Parts	Auto parts	173.07
08/12/2015	13133	S.C.E.	Monthly electricity charge	417.06
08/12/2015	13134	Thomas Lovejoy	Engineering services for sewer effluent line	1,282.50
08/12/2015	13135	Universal Pump	10 hP pump repair	1,567.40
08/12/2015	13136	Waste Mgt/Inland Empire	WWTP new container monthly fee	233.61
08/12/2015	13137	Dissinger Associates	Retirement Plan Administration Fee	3,080.00
08/20/2015	13138	ACWA/JPIA	Medical Insurance September 2015	11,495.76
08/20/2015	13139	Allstate Benefits	Monthly life insurance	244.30
08/20/2015	13140	Babcock Laboratories	Lab testing	1,039.50
08/20/2015	13141	Browning Electric Co.	Repair Filtronics Control panel	937.50
08/20/2015	13142	Central Communications	Monthly Charge Answering Service	92.00
08/20/2015	13143	Idyllwild Garage	Repair Toyota/Sewer Unit 7	723.05
08/20/2015	13144	Idyllwild Town Crier	Newsletter/legal notice	808.56
08/20/2015	13145	Inland Foundation	Sewer Line Testing	280.00
08/20/2015	13146	Kenneth Browning, D.O.	New hire drug tests	20.93
08/20/2015	13147	Lee N. Arnson	Survey/Northerly 100 Feet of Elk Lane	300.00

08/20/2015	13148	Rogers, Anderson, Malody	Audit fee for 2015	2,500.00
08/20/2015	13149	Staples Credit Plan	Voice Recorder/toner cartridges/pentel/paper	429.08
08/20/2015	13150	T-Mobile	Solar data cell charge	29.99
08/20/2015	13151	Waste Mgt/Inland Empire	Down payment for trash container WWTP	143.80
			TOTAL DISTRICT WARRANTS	\$223,243.86
		OTHER DISBURSEMENTS:		
		NET PAYROLL CHECKS-DIRECT	T DEPOSIT	33,295.91
		FEDERAL PAYROLL TAXES-ELECTRONIC TRANSFERS		6,400.19
		STATE PAYROLL TAXES-ELECT	FRONIC TRANSFERS	1,125.96
		L.A.I.F. ELECTRONIC TRANSFERS		0.00
		BANK SERVICE CHARGES AND	FEES	63.47
		TOTAL DISTRICT WARRANTS &	OTHER DISBURSEMENTS	\$252,759.13

## Memo

TO: BOARD MEMBERS

FROM: TOM LYNCH

**DATE: AUGUST 28, 2015** 

RE: (ITEM # 5) USDA GRANT

TITLE: U.S.D.A. Grant Funding

**BACKGROUND:** Staff has applied for grant funding from the U.S.D.A. under their Emergency and Imminent Community Water Assistance Grant (ECWAG). This grant recognizes the need to move in an expeditious fashion in order to respond to severe drought conditions. Staff assembled a comprehensive application requesting funds for well rehabilitation in the amount of \$215,000. As part of the application process, various studies were prepared to support the funding request.

<u>ANALYSIS:</u> Funding from this grant will be utilized to rehabilitate well numbers 5, 8, 11, 16, 27 and additional horizontal wells. These wells require extensive improvements including pumps, motors, pipe, casings and electrical components. Staff has received initial cost estimates for this work, and estimates the work can be undertaken and completed within a reasonable time-frame.

**FISCAL IMPACT:** The amount of funding for this project is \$215,000, and is fully covered by the grant funding which will cover all costs associated with the project.

**RECOMMENDATION:** Staff recommends the Directors accept the grant funds, and authorize the General Manager to contract with engineering services and contractors within the parameters of the grant funding.

ATTACHMENTS: Water and Waste System Grant Agreement – USDA Rural Utilities Service

#### Water and Waste System Grant Agreement

#### **United States Department of Agriculture**

#### **Rural Utilities Service**

THIS AGREEMENT dated, between						
Idyllwild Water District						
a public corporation organized and operating under						
(Authorizing Statute)						
herein called ``Grantee," and the United States of America acting through the Rural Utilities Service, Department of Agriculture, herein called ``Grantor," WITNESSETH:						
WHEREAS						
Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (waste) system to serve the area under its jurisdiction at an estimated cost of \$						
Grantee is able to finance not more than \$ of the development costs through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.						
Said sum of \$ has been committed to and by Grantee for such project development costs.						
Grantor has agreed to grant the Grantee a sum not to exceed \$\						
As a condition of this grant agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated into this agreement by reference, and such other statutory provisions as are specifically set forth herein.						
NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to						

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 306(a) of The Consolidated Farm and Rural Development Act for the purpose only of defraying a part not to exceed \_\_100.00\_ percent of the project development costs, as defined by applicable Rural Utilities Service instructions.

Grantee Agrees That Grantee Will:

A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.

- B. Permit periodic inspection of the construction by a representative of Grantor during construction.
- C. Manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.
- D. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, adopted by resolution dated \_\_\_\_\_\_\_\_, as may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory.
- E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.
- F. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.
- G. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.
- H. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another agreement of the same type need not be executed in connection with this grant.
- I. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated herein above with the interest at the rate of 5 percentum per annum from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.
- J. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.
- K. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.
  - 1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.
  - 2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

- 3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions:
  - (a) The Grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.
  - (b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency. When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

#### [Revision 1, 04/17/1998]

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

**Horizontal Well Improvements** 

L. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with grant funds. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above. [Revision 1, 04/17/1998]

- 1. Use of equipment.
  - (a) The Grantee shall use the equipment in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other Federally sponsored activities, if any, in the following order of priority:
    - 1) Activities sponsored by the Grantor.
    - (2) Activities sponsored by other Federal agencies.
  - (b) During the time that equipment is held for use on the property for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the equipment was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other Federally sponsored projects.

- 2. Disposition of equipment. When the Grantee no longer needs the equipment as provided in paragraph (a) above, the equipment may be used for other activities in accordance with the following standards:
  - (a) Equipment with a current per unit fair market value of less than \$5,000. The Grantee may use the equipment for other activities without reimbursement to the Federal Government or sell the equipment and retain the proceeds.
  - (b) Equipment with a current per unit fair market value of \$5,000 or more. The Grantee may retain the equipment for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value or proceeds from sale of the equipment. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the original Grantor agency.

The Grantor agency shall determine whether the equipment can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee requests and the following procedures shall govern:

- (1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share ten percent of the proceeds for Grantee's selling and handling expenses.
- (2) If the Grantee is instructed to ship the equipment elsewhere the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.
- (3) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.
- 3. The Grantee's property management standards for equipment shall also include:
  - (a) Records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the project for which the equipment was acquired; location, use and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used todetermine current fair market value if the Grantee reimburses the Grantor for its share.
  - (b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

- (c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.
- (d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.
- (e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return.

This Grant Agreement covers the following described equipment(use continuation sheets as necessary).

- M. Provide Financial Management Systems which will include:
- 1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
- 2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- 3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
- 4. Accounting records supported by source documentation.
- N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.
- O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.
- P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.
- Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentality's of states shall not be held accountable for interest earned on grant funds pending their disbursement.

- R. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item K above.
- S. To include in all contracts for construction or repair a provision for compliance with the Copeland ``Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.
- T. To include in all contracts in excess of \$100,000 a provision that the contractor agrees to comply with all the requirements of the Clean Air Act (42 U.S.C. §7414) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. In so doing the Contractor further agrees:

#### [Revision 1, 11/20/1997]

- 1. As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.
- 2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of contract award.

#### [Revision 1, 11/20/1997]

3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

As used in these paragraphs the term ``facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

#### Grantor Agrees That It:

- A. Will make available to Grantee for the purpose of this Agreement not to exceed \$\_\_\_\_\_\_\_ which it will advance to Grantee to meet not to exceed \_\_\_\_\_\_\_\_ percent of the project development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.
- B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.
- C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

#### Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these present its duly authorized	ce to be executed by
attested and its corporate seal affixed by its duly authorized	
Attest:	
Ву	
(Title)	
Ву	
(Title)	
UNITED STATES OF AMERICA	
RURAL UTILITIES SERVICE	
By	

## Memo

TO: BOARD MEMBERS

FROM: TOM LYNCH

**DATE: AUGUST 28, 2015** 

RE: (ITEM # 6) RESOLUTION #710

TITLE: Resolution #710

**BACKGROUND:** Resolution #571 was adopted on 10/19/2004, and is inconsistent with the Brown Act. It requires the District to retain audio records of Board meetings for 120 days.

ANALYSIS: Resolution #710 rescinds and replaces Resolution #571 to be consistent with the Brown Act. The Brown Act enables members of the public to make arrangements to come in and listen to audio recordings within 30 days of a meeting. Record retention schedules assist the District in managing its collective storage, while enabling the public access to information within reasonable timeframes.

FISCAL IMPACT: Regularly purging files will save the District costs of space and time in the future.

**RECOMMENDATION:** Staff recommends the Board approve Resolution #710, rescinding and replacing Resolution # 571.

ATTACHMENTS: Resolution # 710

#### RESOLUTION NO. 710

### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE IDYLLWILD WATER DISTRICT

APPROVING THE RETENTION OF AUDIO TAPES OF IDYLLWILD WATER DISTRICT BOARD MINUTES FOR 30 DAYS

The Board of Directors of the Idyllwild Water District hereby resolves as follows:

That the Secretary of the District is hereby authorized to destroy or dispose of recorded audio minutes 30 days (consistent with §54953.5(b) of the Brown Act). The District Secretary is hereby instructed to keep in a locked vault written approved IWD Board Minutes, Resolutions and Ordinances indefinitely.

This Resolution rescinds Resolution #571 in its entirety dated October 19, 2004.

Adopted this 16<sup>th</sup> day of September, 2015

IDYLLWILD WATER DISTRICT

JIM BILLMAN
President - Board of Directors

I, Lauren Bland, Board Secretary of the Idyllwild Water District, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted by the Board of Directors of said Idyllwild Water District at its meeting held on the 16th day of September, 2015, by the following vote, to wit:

AYES: NAYS: ABSTAIN: ABSENT:

In witness thereof I have hereunto set my hand and affixed the official seal of the Idyllwild Water District this 16th day of September, 2015.

LAUREN BLAND - BOARD SECRETARY IDYLLWILD WATER DISTRICT

## Memo

TO:

**BOARD MEMBERS** 

FROM: TOM LYNCH

DATE: SEPTEMBER 4, 2015

RE:

(ITEM #7) RESOLUTION #711

TITLE: Resolution #711

**BACKGROUND:** A Reserve Fund Policy was requested during discussions by the budget committee.

ANALYSIS: Resolution #711 will identify reserve fund categories and set levels for reserves that will provide for the long-term operation and solvency of the District.

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** Staff recommends the Board approve Resolution #711, establishing a reserve fund policy.

ATTACHMENTS: Resolution # 711

## Memo

TO: BOARD MEMBERS

FROM: TOM LYNCH

DATE: SEPTEMBER 4, 2015

RE: (ITEM # 8) RESOLUTION #712

TITLE: Resolution #712

**BACKGROUND:** A Fixed Asset Policy was discussed by the budget committee and requested by Rogers, Anderson, Malody and Scott, the IWD auditors.

**ANALYSIS:** Resolution #712 will identify and maintain accountability over all tangible fixed assets have a life expectancy exceeding one year and costing \$5,000 or more.

FISCAL IMPACT: N/A

**RECOMMENDATION:** Staff recommends the Board approve Resolution #712, establishing a fixed asset policy.

ATTACHMENTS: Resolution # 712.