

REGULAR MEETING OF THE BOARD OF DIRECTORS

IDYLLWILD WATER DISTRICT
25945 Highway 243
Idyllwild, CA 92549

October 16, 2019 - 6:00 P.M.

AGENDA

CALL TO ORDER:

ROLL CALL:

PUBLIC COMMENTS:

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

1. CONSENT CALENDAR:

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

A. MINUTES – _____ September 18, 2019 _____ September 25, 2019

B. FINANCIAL REPORTS JUNE 2019

Income statement for the 3rd month ending September 2019

District warrants for JULY 2019

Check # 15629-15675	= \$ 248,359.39
Gross Payroll	= \$ 71,750.00
Federal/State PR taxes	= \$ 13,410.00
LAIF Transfers	= \$ 0
Transfers/charges	= \$ 228.00

C. OPERATIONS REPORT FOR THE THIRD MONTH – September 2019

GENERAL MANAGER'S WORK IN PROGRESS:

2. SIGNATURE CARD RESOLUTION #766: The board will consider approving updating BBVA Compass Bank signature cards.

3. **REPLACEMENT TRUCK PURCHASE** : The Board of Directors will consider the purchase of a replacement Truck for vehicle #2 for the new field supervisor.
4. **APPROVAL THE FIELD SUPERVISOR CONTRACT**: The Board will Consider approval for the new Field Supervisor position.
5. **APPROVAL THE GENERAL MANAGER CONTRACT** : The Board will Consider approval the contract for the new Idyllwild water district General Manager position.

DIRECTORS COMMENTS :

6. **CLOSED SESSION : Performance Review for all IWD Workers 2018/2019**

ADJOURNMENT:

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

Please remember during Public Comments:

- Comments should be limited to 4 minutes or less
- Comments should be directed to the Board as a whole and not directed to individual Board members.

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

**MINUTES OF THE
REGULAR MEETING
OF THE BOARD OF DIRECTORS**

September 18, 2019 - 6:00 P.M.

CALL TO ORDER: PRESIDENT SCHELLY called the meeting to order at 6:00 p.m.

ROLL CALL: *Directors present: President Schelly, Vice President Szabadi, Director Kunkle, Director Hunt, Director Gin, General Manager Mike Creighton, Chief Financial Officer Hosny Shouman, Deputy Board Secretary Amy Hawley and Board Secretary Jeannine Olsen were also present.*

PUBLIC COMMENTS: JP Crumrine inquired if there is going to be a Special Meeting next Wednesday. President Schelly replied "quite possibly, it could happen".

DIRECTORS COMMENTS: Director Hunt would like the August minutes revised regarding Resolution 765 item #4 noted to be on next Agenda is incorrect., this item will not be on the next Agenda. Hunt also would like a report on the Zenner Meters and would there be a report tonight? Another concern was the purchase of office supplies going out of budget every single time and has questioned that at the last few meetings and feels we should budget for it more. \$400.00 is the monthly budget and it is quite a bit out of whack. Vice President Szabadi inquired about the Operations report and why we are 22% down, what is the reason and Shouman explained this month is falling down and feel it's the reaction of the rate increase. And people react by conserving. Jerry Johnson added that the billing period was 5 days shorter. Szabadi asked for clarification on the hiring freeze. Is it only during the time the 4/10 is in affect or does the freeze have nothing to do with the 4/10? Creighton states it was linked to the 4/10 and was targeted with the field staff expiration on September 30th, 2019. Szabadi replied "your interpretation is if we discontinue the 4/10 the freeze is not on." Creighton and Szabadi both agreed it needs to be clarified. Szabadi clarified that the board would have to act in order to stop it. Hunt would like basic ratio for the water stages criteria to see if we need to go into any of the stages.

1. CONSENT CALENDAR:

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

- A. MINUTES** -July 17, 2019 _____
August 21, 2019 _____
August 28, 2019 _____

B. FINANCIAL REPORTS AUGUST 2019

Income statement for the 2nd month ending August 2019
District warrants for August 2019

Check #	= \$ 153,977.53
Gross Payroll	= \$ 67,560.00
Federal/State PR taxes	= \$ 13,250.00
LAIIF Transfers	= \$ 0.00
Transfers/charges	= \$ 261.00

C. OPERATIONS REPORT FOR THE SECOND MONTH – AUGUST 2019

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

AYES	NAYS	ABSTAIN	ABSENT
------	------	---------	--------

Dr. Schelly
Peter Szabadi
Steve Kunkle
David Hunt
Les Gin

GENERAL MANAGER’S WORK IN PROGRESS: We are all very pleased with the Ground Water Data Base Program that Natalie Vidales has been working on. She has got all the data in files that we have available to us. I would like to meet to see the correlation between rainfall, well depth and lake levels and tie those together. Hunt would like Natalie to give a presentation. Hopefully we have time to add temporary staff for laborers jobs for weed whacking, tanks to paint and Jerry has other ideas. We also have an OIT intern student that will work without pay. I have handed out my strategic plan that you can take time to review. Horizontal well project is going slow. Jerry is working on a security window for the front billing office.

2. **ADDITIONAL COSTS FOR THE SOUTH CIRCLE PIPELINE PROJECT:** The board will review additional cost for the South Circle/Village Center Drive Pipeline job by the El-Co Construction Company.

After talking to Mike Rethaford, the field foreman for El-Co Contractors Inc., the board agreed to pay the additional costs.

Director Hunt Made a Motion to approve the final costs to El-Co and Director Kunkle seconded. The vote was as follows:

AYES	NAYS	ABSTAIN	ABSENT
------	------	---------	--------

Dr. Schelly Steve Kunkle David Hunt Les Gin		Peter Szabadi	
--	--	---------------	--

3. **RESOLUTION # 759 AND #765:** The board will consider cancelling the 4/10 work schedule for the office staff and field staff and go back to 5/8 schedule, effective Sept 30, 2019.

DIRECTORS COMMENTS: David Hunt and Steve Kunkle are concerned that this schedule has a bad effect on customer service and possibly field projects. Kunkle stated that we approved the office 4/10 schedule; and we said we’d review it in six months. Hunt and Kunkle both agreed there is no benefit and it seemed to cause more problems than it enhanced. Both directors agreed it reduces customer service benefits especially in the office. We need the office open 9 a.m.-5 p.m. Director Szabadi noted that no one had identified any big problems with the 4/10 schedule and no emergencies had occurred. He was willing to extend the 4/10 work schedule.

GM COMMENTS: Michael Creighton disagreed with Kunkle and said many projects are getting done in one day rather than needing two. We only started the 4/10 for the field in July. I’d like to continue it and see its effects in all seasons.

CHIEF WATER OPERATOR: Jerry Johnson, in response to a question about its impact on field projects, assured that works the same number of hours per week, but the longer day allows for a smoother flow of work and less carry over to the next day. The office staff indicated to the board that they have not heard or received complaints about the office hours.

Kunkle made a motion to end the 4/10 work schedule for all staff on Sept. 30. Hunt seconded the motion. Board President Charles Schelly asked if Hunt would accept ending the 4/10 schedule on Oct. 31. He and Hunt agreed, but they would not accept a change to specify a date for resuming it without an evaluation of its effects from Creighton.

Szabadi and Director Les Gin opposed the motion, Schelly abstained. The motion failed in a 2-2 vote.

A second motion, which Szabadi offered, also extended the 4/10 schedule to Oct. 31, but would resume it on March 1. This motion passed 4-1.

Vice President Szabadi made a motion to end the 4/10 work schedule for all staff on October 31, 2019 and return to the 4/10 schedule March 1, 2020 and Director Gin Seconded. The vote was as follows:

AYES	NAYS	ABSTAIN	ABSENT
Dr. Schelly		Peter Szabadi	
Steve Kunkle			
David Hunt			
Les Gin			

4. **SEWER ANNEXATION MORATORIUM:** The board will consider implementing a Moratorium on sewer annexations until an updated assessment on the capacity and operational/regulatory impacts are assessed, the moratorium will go into effect immediately.

Vice President Szabadi Made a Motion to approve the sewer annexations and Director Hunt seconded. The vote was as follows:

AYES	NAYS	ABSTAIN	ABSENT
Dr. Schelly			
Peter Szabadi			
Steve Kunkle			
David Hunt			
Les Gin			

5. **HIRING FREEZE:** The board will consider implementing a Hiring Freeze during the trial 4/10 work schedule for Field Staff (RESOLUTION #765) scheduled for review September 30, 2019.

DIRECTORS COMMENTS: Director Hunt said this was passed at the July 17th board meeting.

GM COMMENTS: Creighton wanted to have clarification. He had previously explained his need to hire some temporary staff to complete several projects this fall. Also, we were close to hiring a field supervisor and did not wish to delay that decision.

After some discussion, Schelly proposed a motion to not implement a hiring freeze. Szabadi, Hunt and Kunkle opposed the motion. After more discussion, clarifying that the freeze would still be in effect. Szabadi made a motion to reconsider the issue. On the second vote, it passed 4-1 with only Hunt supporting the continuation of the freeze.

President Schelly Made a Motion to NOT IMPLEMENT a hiring freeze and Director Kunkle seconded. The vote was as follows:

AYES
Dr. Schelly
Peter Szabadi
Steve Kunkle
Les Gin

NAYS
David Hunt

ABSTAIN

ABSENT

IDYLLWILD WATER DISTRICT

IDYLLWILD WATER DISTRICT

BY: _____
DR. CHARLES SCHELLY-
BOARD PRESIDENT

BY: _____
JEANNINE OLSEN
BOARD SECRETARY

ADJOURNMENT:

To the next Board meeting is a Regular Meeting scheduled for October 16, 2019 at 6:00 p.m., to be held at the Idyllwild Water District Boardroom, 25945 Hwy. 243, Idyllwild, CA 92549.

**MINUTES SPECIAL MEETING
OF THE BOARD OF DIRECTORS**

September 25, 6:00 PM

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

ROLL CALL: *Directors present: President Schelly, Vice President Szabadi, Director Kunkle, Director Hunt, General Manager Mike Creighton, and Board Secretary Jeannine Olsen were also present.*

Absent: Director Gin

PUBLIC COMMENTS: None

CLOSED SESSION: "Government Code Section 54957-Public Employee Discipline/Dismissal/Release."

A MOTION was made by Director Hunt to Terminate the GM's Contract (Michael Creighton's) and Director Kunkle seconded. The vote was as follows:

AYES	NAYS	ABSTAIN	ABSENT
Dr. Schelly Steve Kunkle David Hunt		Peter Szabadi	Les Gin

IDYLLWILD WATER DISTRICT

By: _____

Dr. Charles Schelly, Board President

IDYLLWILD WATER DISTRICT

By: _____

Jeannine Olsen, Board Secretary

**IDYLLWILD WATER DISTRICT
WATER FUND CONDENSED INCOME STATEMENT
FOR FISCAL MONTH ENDING SEPTEMBER 2019**

CONDENSED CATEGORY	FOR THE MONTH OF		
	September	2019	
	ACTUAL	BUDGET	VARIANCE %
OPERATING REVENUES:			
BASE-RESIDENTIAL/COMMERCIAL	63,440	65,000	-1,560 -2.40%
SALES-RESIDENTIAL/COMMERCIAL	73,793	110,000	-36,207 -32.92%
OTHER OPERATING REVENUE	1,097	1,225	-128 -10.45%
OTHER NON- OPERATING REVENUE*	0	0	0
TOTAL OPERATING REVENUES	138,330	176,225	-37,895 -21.50%

OPERATING REVENUE BY CATEGORY	FOR THE MONTH OF		
	September	2019	
	ACTUAL	BUDGET	F (U) VARIANCE %
BASE RATE - RESIDENTIAL	47,392	48,500	-1,108 -2.28%
BASE RATE - COMMERCIAL	16,048	16,500	-452 -2.74%
SALES-RESIDENTIAL	38,904	50,500	-11,596 -22.96%
SALES-COMMERCIAL	34,889	59,500	-24,611 -41.36%
SALES-SEWER	0	0	0 0.00%
SALES-CONSTRUCTION/OTHER	0	0	0 0.00%
TRANSFER FEES	0	0	0 0.00%
TURN ON/OFF FEES	0	0	0 0.00%
LIEN & LIEN RELEASE FEES	0	0	0 0.00%
DELINQUENCY FEES	1,097	1,225	-128 -10.45%
WILL SERVE LETTER FEES	0	0	0 0.00%
OTHER MISCELLANEOUS	0	0	0 0.00%
INSTALLATION FEES	0	0	0 0.00%
CAPACITY FEES	0	0	0 0.00%
TOTAL OPERATING REVENUES	138,330	176,225	-37,895 -21.50%

**IDYLLWILD WATER DISTRICT
 WATER FUND CONDENSED INCOME STATEMENT
 FOR FISCAL MONTH ENDING SEPTEMBER 2019**

FOR THE MONTH OF SEPTEMBER 2019

CUBIC FEET OF SALES:

	Residential C.F	Commercial C.F	Total
R1 5/8	581,180	92,040	673,220
R2 3/4	7,530	19,919	27,449
R3 1"	5,090	130,010	135,100
R4 1.1/2"	0	48,120	48,120
R5 2"	0	14,770	14,770
R6 3"	0	3,490	3,490
IA 3"	0	152,540	152,540
NC-WWTP	0	1,450	1,450
TOTAL CUBIC FEET OF SALES	593,800	462,339	1,056,139

NUMBER OF CUSTOMER BILLS:

	R	C	Total
R1 5/8	1,434	107	1,541
R2 3/4	12	18	30
R3 1"	35	36	71
R4 1.1/2"	0	12	12
R5 2"	0	9	9
R6 3"	0	1	1
IA 3"	0	1	1
NC-WWTP	0	1	1
TOTAL NUMBER OF CUSTOMER BILLS	1,481	185	1,666

SewerAcct	S
Fire Services F "2"	418
Fire Services F "3"	0
Fire Services F "4"	0
Total Idyllwild Customers	2,254

**IDYLLWILD WATER DISTRICT
WATER FUND CONDENSED INCOME STATEMENT
FOR FISCAL MONTH ENDING SEPTEMBER 2019**

FOR THE MONTH OF September 2019

**BY CATEGORY
WATER OPERATING EXPENSES:**

	ACTUAL	BUDGET	September F (U) VARIANCE	%
1- WAGES AND SALARIES EXPENSES	59,200	62,000	2,800	4.52%
2- RETIREMENT PLAN AND LIFE INSURANCE	3,435	4,000	565	14.13%
3- MEDICAL INSURANCE	8,674	12,000	3,326	27.72%
4 -UNIFORM EXPENSES	107	438	331	75.54%
5 -WORKER'S COMP INSURANCE	0	5,000	5,000	100.00%
6 -RETIREMENT MEDICAL INSURANCE	3,607	3,500	-107	-3.06%
7 -BOARD REIMBURSEMENT	337	500	163	32.60%
8 -OFFICE SUPPLIES	391	3,500	3,109	88.83%
9 -OFFICE CLEANING SERVICE	210	280	70	25.00%
10 -POSTAGE AND MAILING FEE	26	1,200	1,175	97.88%
11 -TRAINING AND EDUCATION	117	1,300	1,183	91.00%
12 -TRAVELING , MILEAGE, MEALS REIMBURSEMENT	57	629	572	90.94%
13 -DUES ,FEES, SUBSCRIPTIONS	2,815	2,000	-815	-40.75%
14 -COMPUTER SERVICES	777	1,000	223	22.30%
15 -LEGAL SERVICES	10,099	3,500	-6,599	-188.54%
16-ENGINEERING AND CONSULTING	0	4,000	4,000	100.00%
17 -UTILITIES - ELECTRICITY	7,896	8,000	104	1.30%
18 -UTILITIES - GAS& FUEL	563	800	237	29.63%
19-UTILITIES - PROPANE	0	325	325	100.00%
20 -UTILITIES - TELEPHONE INTERNET	890	761	-130	-17.03%
21 -UTILITIES - WASTE MANAGEMENT FEE	194	184	-10	-5.34%
22 -AUTO AND PROPERTY INSURANCE	0	15,000	15,000	100.00%
21 -STATE-COUNTY WATER SYSTEM FEES	0	4,000	4,000	100.00%
22 -GENERAL PLANT & TREATMENT SERVICES	14,802	5,000	-9,802	-196.04%
23 - VEHICLES REPAIRS AND MAINTENANCE	750	2,500	1,750	70.00%
25 -LABORATORY SERVICES	1,840	3,000	1,160	38.67%
26 -WATER SECURITY SYSTEM	0	771	771	100.00%
27 -ADVERTISING AND PUBLISHING	0	542	542	100.00%
28 -PROPERTY TAX EXPENSES	0	233	233	100.00%
29- COMPENSATED TIME	0	500	500	100.00%
30 -BANK FEE CHARGE	228	250	22	8.80%
31 -WATER MAINTENANCE AND SUPPLIES	0	1,500	1,500	100.00%
33 -ACCOUNTING AND AUDITING FEE	1,350	8,000	6,650	83.13%
34 - WATER LEAK (IWD Leak Side)	1,486	2,000	514	
TOTAL OPERATING EXPENSES:	119,850	156,212	36,362	23.28%
TOTAL INCOME AND (LOSS)	18,480	20,013		

**IDYLLWILD WATER DISTRICT
SEWER FUND CONDENSED INCOME STATEMENT
FOR FISCAL MONTH ENDING SEPTEMBER 2019**

FOR THE MONTH OF SEPTEMBER 2019

CONDENSED BY CATEGORY	ACTUAL	BUDGET	VARIANCE	%
OPERATING REVENUES:				
BASE-RESIDENTIAL/COMMERCIAL	56,559	56,559	0	0.00%
OTHER OPERATING	25	50	-25	-50.00%
TOTAL OPERATING REVENUES	56,584	56,609	-25	-0.04%
OPERATING EXPENSES:				
1- WAGES AND SALARIES	12,550	18,000	5,450	30.28%
2- RETIREMENT AND LIFE INSURANCE	1,145	2,500	1,355	54.20%
3- MEDICAL INSURANCE	2,891	5,000	2,109	42.18%
4- UNIFORM EXPENSE	36	300	264	88.00%
5-WORKER'S COMPENSATION INSURANCE	0	200	200	100.00%
6- RETIREMENT MEDICAL INSURANCE	1,203	917	-286	-31.24%
7- BOARD REIMBURSEMENT	113	200	88	43.75%
8- OFFICE SUPPLIES	59	400	341	85.25%
9- OFFICE CLEANING SERVICES	70	150	80	53.33%
10- POSTAGE AND MAIL FEE	0	400	400	100.00%
11- EDUCATION AND TRAINING	0	200	200	100.00%
12- TRAVELING, MILEAGE, MEAL REIMBURSEMENT	0	292	292	100.00%
13- DUE AND SUBSCRIPTION FEE	1,086	1,000	-86	-8.60%
14- COMPUTER SERVICES	269	1,000	731	73.10%
15- LEGAL SERVICES	3,666	500	-3,166	-633.20%
16- UTILITIES - ELECTRICITY	3,367	4,000	633	15.83%
17- UTILITIES - GAS & FUEL	271	437	166	37.94%
18- UTILITIES - PROPANE	65	25	-40	-160.00%
19- UTILITIES - TELEPHONE&INTERNET	290	292	2	0.57%
20- UTILITIES - WASTE MANAGEMENT FEE	64	125	61	48.80%
21- VEHICLES REPAIRS AND MAINTENANCE	84	500	416	83.20%
22- ENGINEERING SERVICES	1,358	2,000	642	32.10%
22- MAINTENANCE AND SUPPLIES	178	200	22	11.00%
23- GENERAL PLANT SERVICES	1,075	2,500	1,425	57.00%
24- SEWER PERMIT AND LICENSE(State Fee)	0	500	500	100.00%
25- MINOR EQUIPMENT AND SUPPLIES	0	42	42	100.00%
26- SEWER LEASE	0	250	250	100.00%
27- ADVERTISING AND PUBLISHING	0	125	125	100.00%
28- LABORATORY SERVICES	683	2,000	1,317	65.85%
29- GENERAL AUTO AND LIABILITY INSURANCE	0	1,000	1,000	100.00%
30- SECURITY SYSTEM (ADT)	0	208	208	100.00%
31- ACCOUNTING & AUDITING FEE	0	2,000	2,000	100.00%
32- LINE CLEANING	0	100	100	100.00%
Total Expenses	30,523	47,362	16,839	35.55%
Total INCOME OR (LOSS)	26,062	9,247		

**IDYLLWILD WATER DISTRICT
SEWER FUND CONDENSED INCOME STATEMENT
FOR FISCAL MONTH ENDING SEPTEMBER 2019**

FOR THE MONTH OF SEPTEMBER 2019

SEWER FUND OPERATING REVENUES

	ACTUAL	BUDGET	F (U)	%
			VARIANCE	
BASE RATE-COMMERCIAL	38,642	38,642	0	0.00%
BASE RATE- RESIDENTIAL	17,917	17,917	0	0.00%
TRANSFER FEE	25	50	-25	-50.00%
FACILITY CHARGE FROM IAF	0	0	0	0.00%
INSPECTION FEE	0	0	0	0.00%
OTHER MISCE	0	0	0	0.00%
TOTAL OPERATING REVENUE	56,584	56,609	-25	-0.04%

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

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

TOTAL Customers

418	167	585
-----	-----	-----

IDYLLWILD WATER DISTRICT
DISTRICT WARRANTS AND OTHER DISBURSEMENTS
FOR THE MONTH ENDED September 30, 2019

DATE	CHECK NUMBER	PAYEE	DESCRIPTION	AMOUNT
09/02/2019	15629	Frost Lumber	Supplies For Water and Sewer	691.26
09/02/2019	15630	Inland Water Works	Supplies For Water (Streets Project)	595.00
09/02/2019	15631	S.C.E.	Monthly Charge	5,892.16
09/02/2019	15632	USA Bluebook	Supplies For Water and Sewer	440.25
09/02/2019	15633	Herb Bergstorm	Inspection Services and Consulting with GM	1,760.00
09/04/2019	15634	California Computer Options , Inc	IT Services Charge	777.25
09/04/2019	15635	Four Seasons Cleaning	Monthly Charge For Cleaning	280.00
09/04/2019	15636	Jeannine Olsen	Office Supplies	114.27
09/04/2019	15637	Mission Linen & Uniform Service	Uniform Laundry	142.56
09/04/2019	15638	Streamline	Monthly Charge	200.00
09/04/2019	15639	Verizon Wireless	Monthly Charge for Cell phones	203.39
09/04/2019	15640	EL-CO Construction, inc	Third Payment For Pipeline Replacement	123,685.25
09/11/2019	15641	Alarmco Security System	DVR System For Security	694.51
09/11/2019	15642	California Computer Options , Inc	IT Services Charge	69.50
09/11/2019	15643	Frontier	Monthly Charge for Phone and Internet	440.50
09/11/2019	15644	Hemet Auto Glass	Replacing Windshields for Ford and Toyota	500.00
09/11/2019	15645	Idyllwild Water District	To be Deposit at Hemet Bank For Payroll	30,000.00
09/11/2019	15646	Joseph Reyes	Gas for Joe per Board Approval	100.00
09/11/2019	15647	Time Warner Cable	Monthly Charge for Phone and Internet	516.54
09/11/2019	15648	USA Bluebook	Supplies for Water and Sewer	106.31
09/11/2019	15649	CR&R Incorporated	Monthly Charge For Trash Service	259.37
09/11/2019	15650	Dissinger Association	Fees For Retirement Plan Admin 401A	2,300.00
09/11/2019	15651	Harold K.Smith	Rent Dump Truck 4 hours	400.00
09/11/2019	15652	Herb Bergstorm	Retiree Medical Supplement For 3 Months	2,299.80
09/11/2019	15653	NAPA Auto Parts	Auto Parts Charges	333.89
09/11/2019	15654	S.C.E.	Monthly Services	1,221.33
09/11/2019	15655	Village Hardware	Supplies For Water and Sewer	86.57
09/11/2019	15656	Tom Ackman	Refund to the Customer Per GM approval	1,486.48
09/18/2019	15657	Aarvig & Association	HR Consulting Fees	8,880.00
09/18/2019	15658	Bill D. Whitener	Retiree Medical Insurance For 3 months	1,224.21
09/18/2019	15659	Bur Tonics Business System	Quarter Contract Base for Copier Machine	39.29
09/18/2019	15660	Carlson Quinn Association	Administrative Services for Plan 457b	1,250.00
09/18/2019	15661	Chase Card Services	Supplies For water and Class for Tyler	1,160.13
09/18/2019	15662	Kelly Clark	Retiree Medical Insurance For 3 months	1,286.51
09/18/2019	15663	Macleod Watts , Inc	Actuarial Valuation For OPEB	1,800.00
09/18/2019	15664	RM Environmental, Inc	Monitoring Ground Water Report for Sewage	1,358.00
09/18/2019	15665	Underground Services Alert	New Tickets Charges	23.20
09/18/2019	15666	USA Bluebook	Supplies For Water & Sewer	556.86
09/18/2019	15667	Void	Void	0.00
09/25/2019	15668	ACWA/ JPIA	Health Insurance For October 2019	11,565.67
09/25/2019	15669	Aleshire & Wynder, LLP	Monthly Legal Services Charge	4,585.58
09/25/2019	15670	Babcock Lab	Monthly Charge For Lab Water & Sewer	2,523.00
09/25/2019	15671	Central Communication	Monthly Answering Services	116.00
09/25/2019	15672	Idyllwild Water District	To be Deposit at Hemet Bank For Payroll	36,000.00
09/25/2019	15673	Jeannine Olsen	Paying Cash For Plumbing Services	175.00
09/25/2019	15674	Staples Credit	Office Supplies	199.75
09/25/2019	15675	T-Mobile	Data Plan For Solar	20.00

TOTAL DISTRICT WARRANTS \$248,359.39

OTHER DISBURSEMENTS:

TOTAL PAYROLL \$71,750.00
L.A.I.F. ELECTRONIC TRANSFERS \$0.00
BANK SERVICE CHARGES AND FEES \$228.00

TOTAL DISTRICT WARRANTS & OTHER DISBURSEMENTS **\$320,337.39**

Operations Report for September 2019

Currently – No Stage

Production – September 2019- 1,183,033 C.F., 186.22 avg. gpm

Foster Lake level – 13' 8"

Water and Sewer installations: 0

Leaks: 7

Mainline -1-/Unmetered -1 -Service Line on Tollgate-/Metered -7 Customer leaks

September 2019 Water Loss = 8%

Production:

Drinking water storage- 3.424 MG

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

Wastewater Treatment Plant

Sept 2019-Average daily flow 89,000 gpd/Average weekend flow 94,000 gpd

Sept 2018-Average daily flow 540,000/Average weekend flow 108,058 gpd

Precipitation SEPT 2019 – 28.26" Y.T.D. SEPT 2018-0.64" Y.T.D. Diversion -192,900 cf

STATIC WELL LEVELS

	AUGUST 2019	SEPT 2019	SEPT 2018	SEPT 2017
Foster Lake (Average 3 wells)	3.10' Static	3.83' st	22' Static	5' Static
Well # 26 (Nature Center)	77' Static	16.8' st	50' Static	47' Static
Well # 27 (Nature Center)	0' Static	21' st	46' Static	41' Static
Well #28 (Rockdale)	122' Static	99.3' st	130' Static	122' Static
Downtown Wells* #23 & #24	220' Pumping 21' Recov.	7' st 16.8' st	242' Pumping 62' Static	203' Pumping 23' Static
FV1A	371' Pumping	383.6' pl	381' Pumping	5' Static
FV2	320' Recov.	318' pl	320' Recov.	301' Pumping

*Downtown Wells Static level is an average for 2017. April 2018 and 2019 both well levels are included

Idyllwild Water District Well Production Data

Month: September 2019

Well #	Cubic feet	AF	PT/FT	Status	GPM	Comment
Horizontal #1	78,640	1.81	FT	ON	13.3	
FL #2	463,360	10.64	PT	ON	113.7	
FL #4	155,399	3.57	PT	OFF	36.5	
FL #10	24,625	.57	PT	OFF	8.9	
FL #11	0					
FL #12	0					
FL #13	115,700	2.66	PT	ON	39.5	
FL #15	50,951	1.17	PT	OFF	26.1	
FL #16	0					
#23 Stratton	85,170	1.96	PT	OFF	40.7	
#24 Curtis	0					
#25 Donahoo	0					
#26 Nature Center	0					
#27 Nature Center	0					
#28 Rock Dale	0					
FV#1A	227,720	5.23	FT	ON	40.7	
FV#2	165,986	3.81	PT	ON	36.2	
Golden Rod	18,870	.44	PT	OFF	18.0	
Oakwood						

Total Cubic Feet 1,386,421

Cedar Glen Meter 698,230 cf 16.03 af

In District Production 497,746 cf 11.43 af

TOTAL SUPPLIES TO SYSTEM 1,195,976 cf 27.46 af

Days of Production 29 Minutes of Production 41,764 Average system GPM 214

Memo

To: Board of Directors

From: General Manager

Date: October 16, 2019

Subject: ITEM # 2– AUTHORIZE BANKING SIGNATURES

Background:

With the changes in the composition of the Idyllwild Water District General Manager there are currently only three authorized Board members for District and Two from the Idyllwild Management the General Manager and Chief Financial Officer.
To Authorize Payments of the district and Dealing with the Banks.

Recommendation:

That the Board of Directors authorizes the Three directors, the General Manager and the Chief Financial Officer to be BBVA Bank account signatories . and approve the attached Resolution No. 749.

RESOLUTION NO 766
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
IDYLLWILD WATER DISTRICT
AUTHORIZING AUTHORIZED SIGNERS FOR BBVA COMPASS BANK ACCOUNTS

At the Idyllwild Water District's regular meeting of the Board of Directors Wednesday October 16, 2019 it was resolved that the authorized signers for BBVA BANK will be changed to be only:

1. Name / Title : Charles Schelly / Board President
2. Name / Title : Peter Szabadi / Board Vice President
3. Name/ Title : Steven Kunkle / Board Member
4. Name /Title : Hosny Shouman/ Chief Financial Officer
5. Name / Title : Darren Milner / General Manager

Any one of these authorized signers have the authority to conduct business, including but not limited to the maintenance of BBVA checking, BBVA Savings and any other accounts at BBVA Bank, on behalf of the Idyllwild Water District.

Dr. Charles Schelly
President, Board of Directors

Jeannine Olsen
Secretary, Board of Directors

Memo

To: Board of Directors

From: C.F.O

Date: October 16 , 2019

Subject: ITEM #3 – REPLACEMENT TRUCK PURCHASE

Background:

Unit #2 is a 2004 Toyota Tacoma with 113,547 miles. Unit #2 is having technical and differential problems and is in for repair and is not in a good condition to be operated safely. The repair estimate is \$7,500. The “Blue Book” value is \$5,5000. Staff proposes to purchase a new Toyota Tacoma to replace Unit # 2.

Staff will solicit competitive prices from three dealerships for the vehicle. Additional Information will be provided at the Board meeting.

Gosch Toyota, Idyllwild Water District’s long time vehicle vendor and factory repair vendor can deliver a 2019 Tacoma SR5 4X4 Double Cab & V6 for a MSRP of \$38,198 less \$2,606 Toyota rebate and less a trade-in value of \$5,400 for Unit #2 for a net of \$30,192 (plus taxes and license), say approximately \$33, 609.

Toyota of Temecula and Toyota of the I-10 were both contacted but failed to send any written material .

Recommendation:

That the Board of Directors authorize Staff to purchase a replacement truck for Unit #2 in an amount of less than \$34, 000.



Idywilld Water Dist
Salesperson: Steve K
10/1/2019 1:51 PM

Incentive programs and rebates are estimates, subject to change and verification. Tax Profile: 7.75% Tax

CASH PURCHASE

Market Value	38,198.00
Discount and Rebate Savings	- 2,606.00
Vehicle (after Savings)	35,592.00
Net Trade Allowance	- 5,400.00
Trade Difference Price	30,192.00
Taxes / Fees	3,416.90
Due On Delivery	33,608.90

\$ 5,400 Trade Allowance

Interest Rates, Pricing, Rebates and Terms are estimates, subject to change and apply only on 10/1/2019.
FOR INTERNAL USE ONLY Gosch Toyota -- (951) 658-3181 01.06.48.00



TOYOTA

Gosch Toyota350 Carriage Circle,
Hemet, CA 92545
(951) 658-3188

2019 TACOMA TRD SPORT 4X4 DOUBLE CAB



Model: 7542E
 Year: 2019
 Interior Color: GRAPHITE W/ GUN METAL
 Exterior Color: SUPER WHITE
 Number of Cylinders: 6
 VIN: 3TMCZ5AN7KM278906
 Stock No.:

Total MSRP*:**\$38,198.00**

18 CITY MPG	22 HWY MPG
----------------	---------------

Standard Equipment

MECHANICAL & PERFORMANCE

3.5L V6 Atkinson Cycle with Dual VVT-i
 278hp @ 6000rpm/265 lb-ft @ 4600rpm
 6-Spd Automatic Transmission
 Automatic Limited-Slip Differential
 4WDemand: Part-Time 4x4 Sys w/2-Speed
 Electronically Controlled Transfer Case
 17" Machined Alloys w/P265/65R17 Tires

Towing Receiver Hitch, Eng Oil Cooler,
 Pwr Steering Cooler, 130-Amp Alt,
 4/7-Pin Connector, & Trailer Sway Cntrl
 Coil Spring Double Wishbone Fr &
 Leaf Sprng Rr Susp w/Sport Tuned Shocks

SAFETY & CONVENIENCE

Toyota Safety Sense P: Pre-Collision Sys
 w/Pedestrian Detection, Dynamic Radar

* 2019 Manufacturer's Suggested Retail Price, excludes the Delivery, Processing and Handling Fee, taxes, license, title and available or regionally required equipment. Actual Dealer price may vary. Pricing, specifications, standard features and available equipment are based on information available when this page was produced and subject to change without notice.

Disclaimer: This document is only representative of some of the information contained on an actual window sticker, and is not meant to replace or substitute for the actual window sticker on the vehicle. Please see your retailer for further information.



TOYOTA

Gosch Toyota

350 Carriage Circle,
Hemet, CA 92545
(951) 658-3188

2019 TACOMA TRD SPORT 4X4 DOUBLE CAB

Cruise Control, Lane Departure Alert w/
Sway Warning Sys, Automatic High Beams
Rear Backup Camera
Dr & Fr Pass Advanced Airbag System
Seat-Mounted Side & Side Curtain Airbags
3-Pt Seatbelts for All Seating Positions
Tire Pressure Monitor Sys w/Auto Locate

EXTERIOR

Color Keyed Hood Scoop
Prjctr Beam Hdlghts w/Blk Bzls & LED DRL
Pwr Side Mirrors w/Turn Sgnl Indicators
5' Composite Bed w/120V Pwr Outlet
Deck Rail System w/4 Adj Tie-Down Cleats
Easy Lower, Lockable & Removable Tailgate

Optional Equipment

50 State Emissions	\$0.00
Power Color Turn Mirror	\$0.00
TRD Sport Package: All Content Included as Standard Equipment	\$0.00
All-Weather Flr Liner/Door Sill Protector	\$248.00
Exhaust Tip	\$90.00
Total Optional Equipment	\$338.00

Vehicle Base Model **\$36,765.00**

Delivery Processing and Handling **\$1,095.00**

Total MSRP* **\$38,198.00**

INTERIOR

Smrt Key Sys on Dr Door w/Push Btn Strt
& Remote Keyless Entry Sys
Fabric Trim Seats w/Dr Lumbar Support
Lthr Trim Steering Wheel w/Audio Cntrls
Pwr Horizontal Rr Window w/Priv Glass
Pwr Wndws w/Fr Dr & Pass Auto Up/Dwn
and Power Door Locks
Entune Prem Audio w/Integ Nav & App Ste
7" Tch Scrn, AM/FM/CD, USB Media Port,
2 USB Chg-Ports, BT Phone/Music,
SiriusXM w/3-Month All Access Trial
Qi Wireless Charging

Disclaimer: This document is only representative of some of the information contained on an actual window sticker, and is not meant to replace or substitute for the actual window sticker on the vehicle. Please see your retailer for further information.

Memo

To: Board of Directors

From: C.F.O

Date: October 16, 2019

Subject: ITEM # 4 New FIELD SUPERVISOR POSITION

The Board will review the contract agreed upon by Idyllwild Board between Idyllwild Water District and Mitch Freeman and will vote to accept the contract and hire him as a Field Supervisor.

Attachment //

Employment Agreement between Idyllwild Water District and Mitch Freeman.

IDYLLWILD WATER DISTRICT

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

EMPLOYMENT AGREEMENT

This Agreement, dated as of October 16, 2019 is between Idyllwild Water District ("Employer" or "District") a government entity formed under Section 30000 of the California Water Code, and Mitchell Freeman an individual. Employer and Employee agree to the following terms and conditions of employment.

1. Period of Employment. Employer shall employ Employee from the Effective Date of this Agreement until the employment is terminated in accordance with Section 4 of this Agreement. The Effective Date of this Agreement shall be October 16, 2019. The Employee expressly agrees that the subject employment relationship under this Agreement is "at will" and that the Employee serves at the pleasure of the Board of Directors of the District. Employee further agrees that the subject employment will be considered probationary for the first year of the subject employment and further employment will depend on the satisfactory performance of the duties of the duties and responsibilities of the Employee set forth in in the District's Field Supervisor job description, which appears as Exhibit "A" attached hereto and the performance of additional tasks and duties which may be required by the District.

2. Position and Responsibilities.

- Position. Employee accepts employment with Employer as its Field Supervisor and shall perform all services appropriate to that position, as well as such other services consistent with the Job Description position as may be assigned by Employer's Board of Directors. These duties include, but are not limited to, those set forth in the District's Field Supervisor description, which appears as Exhibit "A" to this Agreement. The District's Board may at any time during the term of this Agreement modify any provisions of the Field Supervisor job description without further notice to the Employee. Employee shall devote his best efforts and attention to the satisfactory performance of his duties.

- Other Activity. Employee (during his employment with Employer) shall not engage, directly or indirectly, in any other business, commercial, or professional activity (whether or not pursued for pecuniary advantage) that is or may generate financial or other conflict of interest, including time commitments, with his position as Field Supervisor or the appearance thereof. If Employee is not certain whether or not a particular proposed outside activity is permitted under this Agreement, he shall ask the Board of Directors in writing for a determination thereon before engaging in the activity,

IDYLLWILD WATER DISTRICT

and the Board of Directors shall within thirty (30) days make a determination thereon. Failure to act on the part of the Board of Directors within said thirty (30) day period shall be deemed approval.

3. Compensation and Benefits.

- Compensation. Employer shall pay Employee a salary of \$ 97,488 , Step 14 in the current attached Schedule of Compensation, per month, in accordance with Employer's regularly established policies for payroll distribution. As a salaried Employee, the Employee shall devote the required time and effort to completely and satisfactorily fulfill and carry out his duties and the Employee, it is understood by the Employee that this is a fulltime position. The position is exempt from overtime under FLSA.

- Benefits. Employee shall be entitled to receive the benefits as noted as below in addition to any that are offered to all employees:

- Automobile. The use of a District owned automobile.

- Expenses. Employer shall reimburse Employee for reasonable travel and other business expenses incurred by Employee in the performance of his duties, in accordance with Employer's policies, as they may be amended in Employer's sole discretion. However, such travel expenses shall not be duplicative of any car expenses already covered by the allowance in subsection (i)

- Incentive Relocation Fee. The Employee shall be entitled to receive a monthly stipend, which shall not be considered wages, \$350.00 per month as allowance for living in or within Idyllwild in a seven mile radius.

- The Employee shall be entitled to all the benefits enumerated in the Personal Policy of the District, except for health insurance which has been declined by the Employee for the full term of his employment by the District. The employee has his own policy pursuant to a retirement plan with his employers. Further, by voluntarily executing this Agreement the Employee specifically confirms him having declined health care insurance coverage provided by the District.

4. Termination of Employment.

IDYLLWILD WATER DISTRICT

(a) By Employer for Any Cause. At any time, during the course of this Agreement, Employer may terminate Employee for any reason, with or without cause. Employer must make a determination to terminate Employee by a valid and formal vote of the Board of Directors. Such resolution by the Board shall set the effective date of such termination. Employer may discipline, demote, or dismiss Employee as provided in this Section 4 notwithstanding anything to the contrary contained in or arising from any statements, policies, or practices of Employer relating to the employment, discipline, or termination of its employees. The Employer may, in its discretion, grant the Employee a severance pay package, however the payment of such severance compensation shall be conditioned upon the Employee executing a general release agreement providing for the general and unconditional release of all known and unknown claims against the District, its Board and Employees with a waiver of any and all rights under Section 1542 of the California Civil Code.

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

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

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

IDYLLWILD WATER DISTRICT

Employer and as is necessary to perform his job responsibilities under this Agreement. Following termination, Employee shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of Employer. Employee's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement. This paragraph shall not be construed to allow a violation of any law, including but not limited to the Public Records Act, and shall be read in harmony with its provisions and exceptions.

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

Employer's Notice Address:

President, Board of Directors

Idyllwild Water District

P.O. Box 397

Idyllwild, CA 92549-0397

Employee's Notice Address:

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

IDYLLWILD WATER DISTRICT

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

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

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

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

13. Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

14. Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall not be entitled to recover reasonable attorneys' fees and costs.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of California.

16. Venue. The venue for any litigation to interpret or enforce this Agreement shall be in the Riverside Superior Court.

IDYLLWILD WATER DISTRICT

17. Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

18. Partial Invalidity. In the event any provision of this Agreement is void or unenforceable for any reason, then the remaining provisions shall continue to be in full force and effect.

19. Employee Acknowledgment. Employee acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

20. This Agreement shall be effective when and if it is approved by a valid vote of the Board of Directors of this District at a regular meeting.

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

Date : October 2019

Idyllwild Water District

Date : October 16, 2019

Mitchell Freeman

Memo

To: Board of Directors

From: C.F.O

Date: October 16, 2019

Subject: ITEM # 5 APPROVAL OF HIRING A NEW GENERAL MANAGER

The Board will review the contract agreed upon by Idyllwild Board between Idyllwild Water District and Darren Milner and will vote to accept the contract and hire him as Idyllwild Water District General Manager .

Attachment //

Employment Agreement between Idyllwild Water District and Darren Milner

IDYLLWILD WATER DISTRICT

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

EMPLOYMENT AGREEMENT

This Agreement, dated as of October 16, 2019 is between Idyllwild Water District ("Employer" or "District") a government entity formed under Section 30000 of the California Water Code, and Darren Milner an individual. Employer and Employee agree to the following terms and conditions of employment.

1. Period of Employment. Employer shall employ Employee from the Effective Date of this Agreement until the employment is terminated in accordance with Section 4 of this Agreement. The Effective Date of this Agreement shall be October 16, 2019. The Employee expressly agrees that the subject employment relationship under this Agreement is "at will" and that the Employee serves at the pleasure of the Board of Directors of the District. Employee further agrees that the subject employment will be considered probationary for the first year of the subject employment and further employment will depend on the satisfactory performance of the duties of the duties and responsibilities of the Employee set forth in in the District's General Manager job description, which appears as Exhibit "A" attached hereto and the performance of additional tasks and duties which may be required by the District.

2. Position and Responsibilities.

- Position. Employee accepts employment with Employer as its General Manager and shall perform all services appropriate to that position, as well as such other services consistent with the General Manager position as may be assigned by Employer's Board of Directors. These duties include, but are not limited to, those set forth in the District's General Manager description, which appears as Exhibit "A" to this Agreement. The District's Board may at any time during the term of this Agreement modify any provisions of the General Manager job description without further notice to the Employee. Employee shall devote his best efforts and attention to the satisfactory performance of his duties.

- Other Activity. Employee (during his employment with Employer) shall not engage, directly or indirectly, in any other business, commercial, or professional activity (whether or not pursued for pecuniary advantage) that is or may generate financial or other conflict of interest, including time commitments, with his position as General Manager or the appearance thereof. If Employee is not certain whether or not a particular proposed outside activity is permitted under this Agreement, he shall ask the Board of Directors in writing for a determination thereon before engaging in the activity,

IDYLLWILD WATER DISTRICT

and the Board of Directors shall within thirty (30) days make a determination thereon. Failure to act on the part of the Board of Directors within said thirty (30) day period shall be deemed approval.

3. Compensation and Benefits.

- Compensation. Employer shall pay Employee a salary of \$ 102,212 , Step 2 in the current attached Schedule of Compensation, per month, in accordance with Employer's regularly established policies for payroll distribution. As a salaried Employee, the Employee shall devote the required time and effort to completely and satisfactorily fulfill and carry out his duties and the Employee, it is understood by the Employee that this is a full-time position. The position is exempt from overtime under FLSA.

- Benefits. Employee shall be entitled to receive the benefits as noted as below in addition to any that are offered to all employees:

- Automobile. The use of a District owned automobile.

- Expenses. Employer shall reimburse Employee for reasonable travel and other business expenses incurred by Employee in the performance of his duties, in accordance with Employer's policies, as they may be amended in Employer's sole discretion. However, such travel expenses shall not be duplicative of any car expenses already covered by the allowance in subsection (i)

- Incentive Relocation Fee. The Employee shall be entitled to receive a monthly stipend, which shall not be considered wages, \$500.00 per month as allowance for living in or within Idyllwild in a seven-mile radius.

- The Employee shall be entitled to all the benefits enumerated in the Personal Policy of the District, except for health insurance which has been declined by the Employee for the full term of his employment by the District. The

employee has his own policy pursuant to a retirement plan with his employers. Further, by voluntarily executing this Agreement the Employee specifically confirms him having declined health care insurance coverage provided by the District.

IDYLLWILD WATER DISTRICT

4. Termination of Employment.

(a) By Employer for Any Cause. At any time, during the course of this Agreement, Employer may terminate Employee for any reason, with or without cause. Employer must make a determination to terminate Employee by a valid and formal vote of the Board of Directors. Such resolution by the Board shall set the effective date of such termination. Employer may discipline, demote, or dismiss Employee as provided in this Section 4 notwithstanding anything to the contrary contained in or arising from any statements, policies, or practices of Employer relating to the employment, discipline, or termination of its employees. The Employer may, in its discretion, grant the Employee a severance pay package, however the payment of such severance compensation shall be conditioned upon the Employee executing a general release agreement providing for the general and unconditional release of all known and unknown claims against the District, its Board and Employees with a waiver of any and all rights under Section 1542 of the California Civil Code.

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

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

6. Proprietary Information. "Proprietary Information" is all information and any idea pertaining in any manner to the business of Employer (or any Employer affiliate), its employees, clients, consultants, or business associates, which was produced by any employee of Employer in the course of his or her employment or otherwise produced or acquired by or on behalf of Employer. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulas, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts, and customer lists. All Proprietary Information not generally known outside of Employer's

IDYLLWILD WATER DISTRICT

organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by Employer, Employee shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of Employer and as is necessary to perform his job responsibilities under this Agreement. Following termination, Employee shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of Employer. Employee's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement. This paragraph shall not be construed to allow a violation of any law, including but not limited to the Public Records Act, and shall be read in harmony with its provisions and exceptions.

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

Employer's Notice Address:

President, Board of Directors

Idyllwild Water District

P.O. Box 397

Idyllwild, CA 92549-0397

Employee's Notice Address:

34266 Hourglass Street

Temecula, CA. 92592

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

IDYLLWILD WATER DISTRICT

9. Direction from Board. Employee shall take direction as to matters of District business only from the Board as a whole or from a duly authorized Board Committee which has been granted the power by the Board to give direction to Employee.
10. Integration. This Agreement and Attachments is intended to be the final, complete, and exclusive statement of the terms of Employee's employment by Employer. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of Employee, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of Employer, now or in the future, apply to Employee and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.
11. Amendments. This Agreement may not be amended except in a written document signed by each of the parties. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.
12. Assignment. Employee shall not assign any rights or obligations under this Agreement. Employer may, upon prior written notice to Employee, assign its rights and obligations hereunder.
13. Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.
14. Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall not be entitled to recover reasonable attorneys' fees and costs.
15. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of California.
16. Venue. The venue for any litigation to interpret or enforce this Agreement shall be in the Riverside Superior Court.

IDYLLWILD WATER DISTRICT

17. Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

18. Partial Invalidity. In the event any provision of this Agreement is void or unenforceable for any reason, then the remaining provisions shall continue to be in full force and effect.

19. Employee Acknowledgment. Employee acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

20. This Agreement shall be effective when and if it is approved by a valid vote of the Board of Directors of this District at a regular meeting.

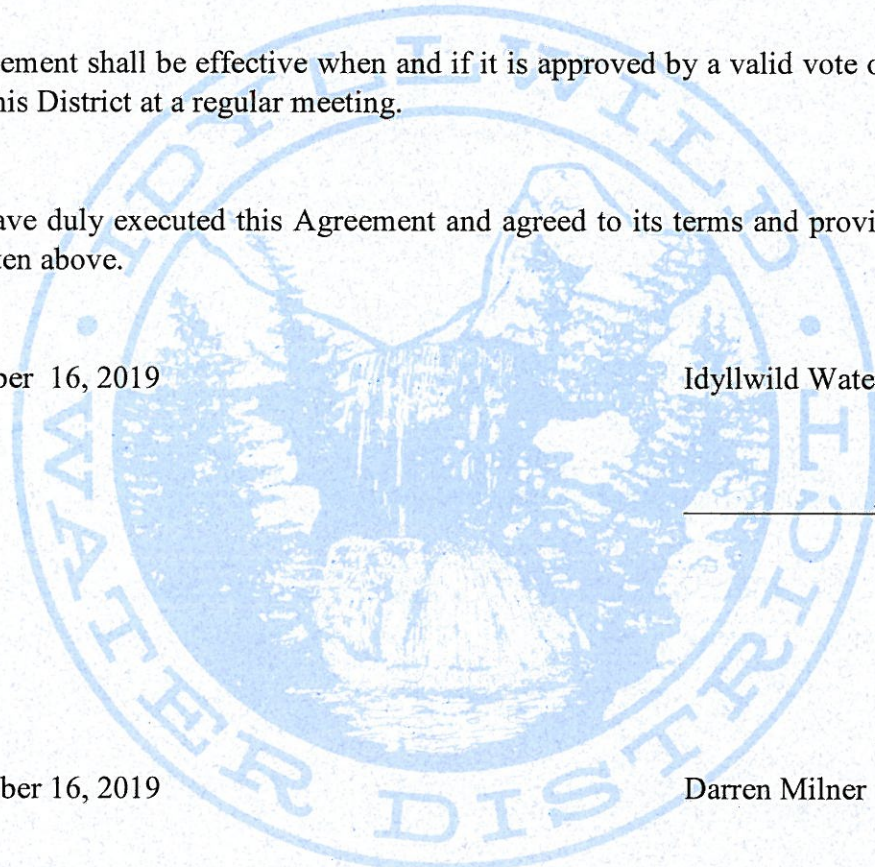
The parties have duly executed this Agreement and agreed to its terms and provisions as of the date first written above.

Date : October 16, 2019

Idyllwild Water District

Date : October 16, 2019

Darren Milner



Memo

To: Board of Directors

From: C.F.O

Date: October 16, 2019

Subject: ITEM#6 THE BOARD WILL REVIEW THE IWD EMPLOYEES Performance

The Board will review All the Idyllwild Water District employees performance for the past year 2018/2019.