

Arrowbear Park County Water District

REGULAR MEETING OF THE BOARD OF DIRECTORS

AGENDA

DATE: Sept 19, 2024

TIME: 6:00 p.m. Open Session

APCWD BOARD OF DIRECTORS
P.O. Box 4045
Arrowbear Lake, CA 92382-4045

POSTING: This agenda was
posted prior to 5:00 p.m. on
September 16, 2024 per Policy #5020.40

MEETING LOCATION
Arrowbear Park County Water District Office
2365 Fir Drive
Arrowbear Lake, CA 92382

OPEN SESSION

- A. CALL TO ORDER – Sheila Wymer, President
- B. PLEDGE OF ALLEGIANCE TO THE FLAG
- C. AGENDA POSTING CERTIFICATION
- D. ROLL CALL
- E. PUBLIC COMMENT

This portion of the agenda is reserved for the public to discuss matters of interest, within the District's jurisdiction, which are *not on the agenda*. For public comment on items not on the agenda, no action may be taken by the Board, except to refer the matter to staff and/or place it on a future agenda. It is in the best interest of the person speaking to the Board to be concise and to the point. *A time limit of five minutes per individual will be allowed.* Visitors are reminded to please refrain from making comments or talking amongst themselves while the meeting is in progress. Public comments may be made when a Discussion/Action Item is being discussed, provided the visitor raises their hand *and* are recognized by the President.

F. CONSENT AGENDA

The following consent items are expected to be routine and non-controversial and will be acted on at one time without discussion, unless an item is withdrawn by a Board member for questions or discussion. Any person wishing to speak on the Consent or Open agenda may do so by raising their hand and being recognized by the President.

- A) Minutes of Regular Meeting, August 15, 2024.
- B) Minutes of the Special Meeting, August 20, 2024
- C) Summary of Bank Balances / Income & Expense Summary.
- D) Expense & Budget Reports.
- E) Vacation and Sick Leave Balances.

G. STAFF REPORTS

- A) Water & Sewer Field Operations Supervisor Weber
 - 1. Monthly Report
- B) Interim General Manager Weber
 - 1. Administrative Highlights.
- C) Chief Lindley
 - 1. Calls for the previous month.

Excuse Staff not needed for Action Items

H. DISCUSSION / ACTION ITEMS

A) Fire Department

- 1. Discussion regarding the Fire Department's webpage charges (GoDaddy), from FY 23-24 and current FY 24-25.
- 2. Discussion with motion to approve CAL FIRE Cooperative Fire Protection Grant Agreement and Resolution #2024-09-19B.
Staff Recommendation: Approve

B) Board

- 1. Discussion with motion to approve the Board of Director's choice for non-payment of attendance at the August 20, 2024, Special Meeting.
- 2. Discussion with motion to perform biennial review the District's Conflict of Interest Code and approve/confirm the District's Conflict of Interest Code as written in Policy 1020, or with revisions or amendments if so proposed.
Staff Recommendation: Confirm as written.
- 3. Discussion with motion to adjust calendar year 2025 Health Care Benefit premium ceilings (the employer contribution) for each employee or annuitant up to a maximum of \$981.00 per month with respect to employee or annuitant enrolled for self alone, \$1,729.00 per month for employee or annuitant enrolled for self and one family member, and \$2,251.00 per month for employee or annuitant enrolled for self and two or more family members and amend Policy 2110.20 to reflect the new amounts and approve Resolution 2024-09-19A fixing these amounts under the PEMHCA.
Staff Recommendation: Approve
- 4. Discussion with motion to amend Employee Handbook policy regarding Emergency Measures / Mandatory Evacuations.
Staff Recommendation: Approve regular pay during Mandatory Evacuations or Emergency Situations to align with the Snow Days Policy adopted October 19, 2023.

I. STATEMENT REGARDING THE PURPOSE OF THE FIRST CLOSED SESSION

Closed session is being held pursuant to Government Code section 54957(b)(1) to consider the appointment, employment, ... of a public employee. Position: General Manager

J. CLOSED SESSION

Closed session is being held pursuant to Government Code § 54957(b)(1) to consider the appointment, employment, ... of a public employee. Position: General Manager

K. ADJOURNMENT OF FIRST CLOSED SESSION

L. OPEN SESSION

M. PUBLIC ANNOUNCEMENT OF ACTION TAKEN (IF ANY) IN FIRST CLOSED SESSION

N. DISCUSSION / ACTION ITEMS

Board)

1. Discussion with motion to approve the General Manager Employment Agreement with Christopher Dumas.

Excuse staff not needed for remainder of meeting

O. STATEMENT REGARDING THE PURPOSE OF THE SECOND CLOSED SESSION

Closed session pursuant to Government Code § 54956.9 (d)(4) Number of cases: (1) – Conference with Legal Counsel – Anticipated Litigation Exception

P. CLOSED SESSION

Closed session pursuant to Government Code § 54956.9 (d)(4) Number of cases: (1) – Conference with Legal Counsel – Anticipated Litigation Exception

Q. ADJOURNMENT OF SECOND CLOSED SESSION

R. OPEN SESSION

S. PUBLIC ANNOUNCEMENT OF ACTION TAKEN (IF ANY) IN SECOND CLOSED SESSION

T. ANNOUNCEMENTS / REPORTS

A) President

B) Board Members

C) Staff

The next Regular Board Meeting will be October 17, 2024, at 6:00 p.m.

U. ADJOURNMENT

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990. Any person

with a disability who requires a modification or accommodation to participate in a meeting should direct such a request to Caroline Rimmer, Board Secretary at (909) 867-2704 at least 48 hours before the meeting, if possible.

Materials related to an item on this agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the District's office located at 2365 Fir Dr., Arrowbear Lake, during normal business hours.

NOT APPROVED

Arrowbear Park County Water District
Regular Meeting
August 15, 2024
6:00 PM

The regular meeting of the Board of Directors of Arrowbear Park County Water District was held August 15, 2024, at the District office located at 2365 Fir Drive, Arrowbear Lake, California.

Directors in attendance:

President Sheila Wymer
Vice President Mark Bunyea
Director Seth Burt
Director Craig Carpenter
Director Paul Miller

Also present were the following:

Interim General Manager Weber
Board Secretary Rimmer
Chief Lindley

Directors who were absent:

None

Visitors present:

T. Bonito

Open Session

President Wymer called the meeting to order. Chief Lindley led the recitation of the Pledge of Allegiance. President Wymer certified the posting of the agenda. President Wymer performed a roll call. Directors that were present: Directors Miller, Carpenter, Bunyea, Burt, and Wymer. Directors that were absent: None.

Approval of Consent Agenda

Director Carpenter made a motion to accept the consent agenda, second was by Vice President Bunyea. Motion passed by unanimous vote.

Ayes: Miller, Carpenter, Wymer, Bunyea, and Burt.

Nays: None

Abstain: None

Absent: None

Public Comments:

There were no public comments.

Staff Reports:

1. Interim General Manager Weber reported on the maintenance performed for the month of June and July 2024.
2. Chief Lindley reported on the Fire Department calls for the month of June and July 2024. Chief Lindley also reported that the Department is continuing to bring on more volunteers, Brush Engine 271 is back in service, that he met with the Insurance Commissioner. Chief Lindley concluded his report discussing the CERT and BEAR teams.
3. Interim General Manager Weber reported that the Technicians were continuing their work on identifying the service lines for the Lead and Copper Survey, that the District received the

payment for the use of space from the Gas Company, that the preliminary Engineer's report for the Highway 18 Project has been estimated at \$1.12 million. Interim General Manager Weber concluded his report by notifying the Board that Well 3 lost 45% of production due to the need for a new pump.

President Wymer excused any individuals who were not required for the balance of the meeting.

Discussion / Action Items:

A) Fire Department

1. There was a discussion and a motion to approve Resolution #2024-08-15 and the Federal Excess Personal Property (FEPP) Cooperative Agreement Number 993223, for the acquisition of the 2004 Ford F350 through Cal Fire FEPP Program. Motion to approve Resolution #2024-08-15 and the Federal Excess Personal Property (FEPP) Cooperative Agreement Number 993223 was made by Vice President Bunyea. Second was by Director Burt and approved by a unanimous vote.

Ayes: Miller, Carpenter, Wymer, Bunyea, and Burt.

Nays: None

Abstain: None

Absent: None

B) Board

2. The discussion with a motion as needed for establishing a policy for contact with the Legal Department of Varner Brandt / Bradley Neufeld, et al was postponed until after the new General Manager is hired.
3. The Discussion with motion as needed for enhanced security measures for the District office was postponed until the new General Manager is hired.
4. There was a discussion and a motion to approve the Memorandum of Understanding (MOU), between Rim Family Services and Arrowbear Park County Water District to collaborate on an institutional policy for the proper disposal of prescription medications. (Board approved materials for posting on District website and bill inserts at the March 21, 2024, Regular Board Meeting). Motion to approve the Memorandum of Understanding (MOU), was made by Director Burt. Second was by Vice President Bunyea and approved by a unanimous vote.

Ayes: Miller, Carpenter, Wymer, Bunyea, and Burt.

Nays: None

Abstain: None

Absent: None

5. Interim General Manager gave a report on the finances of the District.

STATEMENT REGARDING THE PURPOSE OF CLOSED SESSION

1. Closed session was being held pursuant to Government Code section 54957(b)(1) to consider the appointment, employment, ... of a public employee. Position: General Manager

Adjournment of Open Session: 6:55 PM

Closed Session began: 7:20 PM

Adjournment of Closed Session: 9:30 PM

Open Session began: 9:30 PM

Public announcement of action taken (if any) during Closed Session.

President Wymer announced that the Board had taken no action in Closed Session.

Announcements:

- A) The President had no announcements.
- B) The Board members had no announcements.
- C) Staff had no announcements.

The next Regular Board Meeting will be September 19, 2024, at 6:00 PM.

Adjournment of Open Meeting

There being no further business, President Wymer adjourned the meeting at 9:40 PM.

Sheila Wymer, President

Caroline V. Rimmer, Secretary

NOT APPROVED

Arrowbear Park County Water District
Special Meeting
August 20, 2024,
5:15 PM

This special meeting of the Board of Directors of Arrowbear Park County Water District was held August 20, 2024, at the District office located at 2365 Fir Drive, Arrowbear Lake, California.

Directors in attendance:

President Sheila Wymer
Vice-President Mark Bunyea
Director Seth Burt
Director Paul Miller
Director Craig Carpenter

Directors who were absent:

None

Also present were the following:

No staff was present

Visitors present:

None

Open Session

President Wymer called the meeting to order. President Wymer certified the posting of the agenda. President Wymer performed a roll call, Directors that were present: Directors Miller, Carpenter, Bunyea, Burt, and Wymer. Directors that were absent: None

Public Comments:

There were no public comments.

Adjournment of Open Session: 5:16 PM

Closed Session began: 5:17 PM

Closed session is being held pursuant to Government Code section 54957(b)(1) to consider the appointment, employment, ... of a public employee. Position: General Manager

Adjournment of Closed Session: 6:55 PM

Open Session began: 6:55 PM

Public announcement of action taken (if any) during Closed Session.

The Board decided to offer one of the candidates the position of General Manager pending background check and acceptance of monetary compensation.

Announcements:

- A) The President had no announcements.
- B) The Board had no announcements.
- C) Staff had no announcements.

Adjournment of Open Meeting

There being no further business, President Wymer adjourned the meeting at 7:00 PM.

Sheila Wymer, President

Caroline V. Rimmer, Secretary

SUMMARY OF BANK BALANCES

8/1/2024 to 8/31/2024

	GENERAL ACCOUNTS		RESTRICTED ACCOUNTS		RESERVES	
	First Foundation Bank		CALPers OPEB		LAIF FUNDS	
Account Beginning Balance	\$ 80,421.13		\$ 252,828.71		Water - \$78,918.26	
					Sewer - \$81,141.31	
Total Cleared Deposits - 56	\$ 180,271.10				Fire - \$210,448.71	
Total Cleared Checks/Debits - 46	\$ (123,007.60)					
Interest earned (Investment Loss)	\$ 2.31		\$ 1,878.17			
Service Charge(s)	\$ -		\$ (52.91)			
Ending Balance	\$ 137,686.94		\$ 254,653.97		\$ 370,508.28	

Investment Accounts	LAIF GENERAL	CEPPT
Beginning Balance	\$ 370,508.28	\$ 41,867.01
Quarterly Interest		\$ 271.06
Service Charge(s)		\$ (23.68)
Transfer From/To General Checking Account		
Ending Balance	\$ 370,508.28	\$ 42,114.39
TOTALS	\$ 508,195.22	\$ 296,768.36

SUMMARY OF INCOME & EXPENSES

	August 2024	YEAR TO DATE	BUDGET	REMAINING	%
TOTAL INCOME	\$ 184,648.00	\$ 321,264.05	\$1,818,173.00	\$ 1,496,908.95	17.67%
TOTAL OPERATING EXPENSES	\$ 72,240.53	\$ 244,857.88	\$1,669,663.94	\$ 1,424,806.06	14.67%
NET SURPLUS / (DEFICIT)	\$ 112,407.47	\$ 76,406.17	\$ 148,509.06	\$ 72,102.89	

Arrowbear Park County Water District

Vendor Activity

From 8/1/2024 Through 8/31/2024

Vendor Name	Description	Expenses	
2 Hot Activewear	FD - Uniforms	907.89	
		907.89	Transaction Total
Total 2 Hot Activewear		907.89	
Active 911	FD	94.50	
		94.50	Transaction Total
Total Active 911		94.50	
Adrian Gonzalez	FD Coverage 07/21/24 - 08/03/24 (1) Hard Shift	50.00	
		50.00	Transaction Total
Total Adrian Gonzalez		50.00	
Amazon	Recorder for Board Meetings	44.59	
	Voice Recorder Warranty	5.49	
		50.08	Transaction Total
Total Amazon		50.08	
AQMD	Cedar Generator	541.04	
	Flat Fee Cedar	165.96	
	Flat Fee Hwy 18/DryCreek	165.96	
	Hwy 18 / Dry Creek Generator	541.04	
		1,414.00	Transaction Total
Total AQMD		1,414.00	
ATT	FD	104.47	
		104.47	Transaction Total
Total ATT		104.47	
Brayden Wilmer	FD Coverage 07/21/24 - 08/03/24 (2) Hard Shifts	200.00	
	FD Coverage 08/04/24 - 08/17/24 (2) Hard Shifts	200.00	
		400.00	Transaction Total
Total Brayden Wilmer		400.00	
CalPERS	07/17/24 - 07/30/24 PERS	1,148.44	
	07/31/24 - 08/13/24 PERS	1,156.76	
		2,305.20	Transaction Total
Total CalPERS		2,305.20	
CalPERS Financial Reporting and A...	2024 GASB 68	1,050.00	

Arrowbear Park County Water District

Vendor Activity

From 8/1/2024 Through 8/31/2024

Vendor Name	Description	Expenses	
		1,050.00	Transaction Total
Total CalPERS Financial Reporting ...		1,050.00	
CalPERS Health Ins	Aug 2024 Health Premium	12,189.37	
		12,189.37	Transaction Total
Total CalPERS Health Ins		12,189.37	
Charter Cable	DO - Cable	181.22	
	FD - Cable	149.98	
		331.20	Transaction Total
Total Charter Cable		331.20	
Circle K Fuel	Fuel FD	75.41	
		75.41	Transaction Total
Total Circle K Fuel		75.41	
Clinical Laboratory of SB Inc	DO - Water Testing Aug 2024	126.50	
		126.50	Transaction Total
Total Clinical Laboratory of SB Inc		126.50	
Core & Main	Repair Items	280.96	
		280.96	Transaction Total
Total Core & Main		280.96	
De Lage Landen Financial Services...	Copier Lease Aug 2024	65.61	
		65.61	Transaction Total
Total De Lage Landen Financial Se...		65.61	
Engineering Resources of So. Calif...	PS & E Design Higway 18 Proj	3,153.90	
		3,153.90	Transaction Total
Total Engineering Resources of So...		3,153.90	
Failsafe Testing, LLC	FD - Ladder Testing	430.68	
		430.68	Transaction Total
Total Failsafe Testing, LLC		430.68	
Freddie Rodriguez, Jr.	FD Coverage 07/21/24 - 08/03/24 (1) Hard Shift	75.00	
	FD Coverage 08/04/24 - 08/17/24 (2) Hard Shifts	150.00	

Arrowbear Park County Water District

Vendor Activity

From 8/1/2024 Through 8/31/2024

Vendor Name	Description	Expenses	
		225.00	Transaction Total
Total Freddie Rodriguez, Jr.		225.00	
Frontier Communications	Aug 2024 Warehouse Phone	118.32	
		118.32	Transaction Total
Total Frontier Communications		118.32	
G & M Oil	FD - Fuel	78.71	
		78.71	Transaction Total
Total G & M Oil		78.71	
Godaddycom	Website FD	179.40	
		179.40	Transaction Total
Total Godaddycom		179.40	
Heartland PR Co	08/07/24 PR	135.68	
	PR 08/21/24	135.68	
		271.36	Transaction Total
Total Heartland PR Co		271.36	
Imran Awan	Updates to Website	30.00	
		30.00	Transaction Total
Total Imran Awan		30.00	
Interstate Billing Services	Vehicle Maint. - FD	2,216.86	
		2,216.86	Transaction Total
Total Interstate Billing Services		2,216.86	
Invoice Cloud	Aug 2024 CC Proc. Fees - Invoice Cloud	200.00	
		200.00	Transaction Total
Total Invoice Cloud		200.00	
James Pacelli	FD Coverage 07/21/24 - 08/03/24 (3) Hard Shifts	150.00	
	FD Coverage 08/04/24 - 08/17/24 (2) Hard Shifts	100.00	
		250.00	Transaction Total
Total James Pacelli		250.00	
Janelle Elms	Notary Fee 08/30/24 (2) Release of Liens	30.00	
	Notary Fees 2 Liens	30.00	

Date: 9/16/24 02:54:46 PM

Note: Partial Payments may cause totals to be overstated in the Expenses or the Charges column.

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Arrowbear Park County Water District

Vendor Activity

From 8/1/2024 Through 8/31/2024

Vendor Name	Description	Expenses	
		60.00	Transaction Total
Total Janelle Elms		60.00	
Jonathan Houhanessian	FD Coverage 08/04/24 - 08/17/24 (2) Hard Shifts	200.00	
		200.00	Transaction Total
Total Jonathan Houhanessian		200.00	
Joseph Carpenter	FD Coverage 08/04/24 - 08/17/24 (3) Hard Shifts	405.00	
		405.00	Transaction Total
Total Joseph Carpenter		405.00	
Keith Ortiz	FD Coverage 08/04/24 - 08/17/24 (2) Avail Shifts	100.00	
		100.00	Transaction Total
Total Keith Ortiz		100.00	
Kennedy Toscano	FD Coverage 07/21/24 - 08/03/24 (2) Hard Shifts	200.00	
	FD Coverage 08/04/24 - 08/17/24 (1) Hard Shift	100.00	
		300.00	Transaction Total
Total Kennedy Toscano		300.00	
Leslies Pool Supply	DO - Chlorine	343.77	
		343.77	Transaction Total
Total Leslie's Pool Supply		343.77	
Managsorn Vu	FD Coverage 07/21/24 - 08/03/24 (3) Hard Shifts	262.50	
	FD Coverage 08/04/24 - 08/17/24 (3) Hard Shifts	262.50	
		525.00	Transaction Total
Total Managsorn Vu		525.00	
Manuel Vasquez	FD Coverage 07/21/24 - 08/03/24 (1) Hard Shift	50.00	
		50.00	Transaction Total
Total Manuel Vasquez		50.00	
Microsoft	DO Admin Sec PC	6.99	
		6.99	Transaction Total
Total Microsoft		6.99	
Mister Car Wash	FD - Carwash	25.00	

Arrowbear Park County Water District

Vendor Activity

From 8/1/2024 Through 8/31/2024

Vendor Name	Description	Expenses	
		25.00	Transaction Total
Total Mister Car Wash		25.00	
Nicholas Novelich	FD Coverage 07/21/24 - 08/03/24 (4) Hard Shifts	600.00	
	FD Coverage 08/04/24 - 08/17/24 (4) Hard Shifts	600.00	
		1,200.00	Transaction Total
Total Nicholas Novelich		1,200.00	
Patterson Print Shop	FD - Expedition Decals	150.00	
		150.00	Transaction Total
Total Patterson Print Shop		150.00	
Paya CC Processing	Aug 2024 CC Proc. Fees - Paya	797.19	
		797.19	Transaction Total
Total Paya CC Processing		797.19	
Red Helmet	Training FD	240.00	
		240.00	Transaction Total
Total Red Helmet		240.00	
Rick Mesa	FD Coverage 07/21/24 - 08/03/24 (4) Avail, (1) Hard...	175.00	
	FD Coverage 08/04/24 - 08/17/24 (2) Avail Shifts	75.00	
		250.00	Transaction Total
Total Rick Mesa		250.00	
Ronald Rivera	FD Coverage 07/21/24 - 08/03/24 (2) Hard Shifts	100.00	
	FD Coverage 08/04/24 - 08/17/24 (2) Hard Shifts	100.00	
		200.00	Transaction Total
Total Ronald Rivera		200.00	
Rosedale Filter Components LLC	Filters for Treatment Plant	661.49	
		661.49	Transaction Total
Total Rosedale Filter Components ...		661.49	
Shell	Fuel FD	75.22	
		75.22	Transaction Total
Total Shell		75.22	
South Coast Emergency Vehicle S...	FD - Pump Testing	760.00	

Arrowbear Park County Water District

Vendor Activity

From 8/1/2024 Through 8/31/2024

Vendor Name	Description	Expenses	
		760.00	Transaction Total
Total South Coast Emergency Vehi...		760.00	
Southern California Edison	Aug 2024 DO	169.17	
	Aug 2024 Pumps	4,401.89	
		4,571.06	Transaction Total
Total Southern California Edison		4,571.06	
Superior Automotive Warehouse	Battery Escape	206.71	
	Vehicle Maint. FD	59.55	
		266.26	Transaction Total
Total Superior Automotive Wareho...		266.26	
Technical Duplicator Services, Inc.	Copies Aug 2024	39.18	
		39.18	Transaction Total
Total Technical Duplicator Service...		39.18	
The Gas Company	AUG 2024 Gas Cedar	27.31	
	Aug 2024 Gas DO	30.44	
		57.75	Transaction Total
Total The Gas Company		57.75	
The Standard Life Insurance Com...	Aug 2024 Dental Premium	619.60	
		619.60	Transaction Total
Total The Standard Life Insurance...		619.60	
Underground Service Alert of So Cal	Dig Alerts - Aug 2024	113.60	
		113.60	Transaction Total
Total Underground Service Alert of...		113.60	
United States Postal Service	Postage for Radiation Badges	5.40	
		5.40	Transaction Total
Total United States Postal Service		5.40	
Varner and Brandt	Legal - Aug 2024	1,543.25	
		1,543.25	Transaction Total
Total Varner and Brandt		1,543.25	
Verizon Wireless	After Hours Phone - DO	65.21	

Arrowbear Park County Water District

Vendor Activity

From 8/1/2024 Through 8/31/2024

Vendor Name	Description	Expenses	
		65.21	Transaction Total
Total Verizon Wireless		65.21	
Village Hardware	Sewer Repairs	128.46	
		128.46	Transaction Total
Total Village Hardware		128.46	
Wayne Eder	FD Coverage 07/21/24 - 08/03/24 (2) Hard Shifts	300.00	
	FD Coverage 08/04/24 - 08/17/24 (3) Hard Shifts	375.00	
		675.00	Transaction Total
Total Wayne Eder		675.00	
WEX Bank	Fuel DO / FD Aug 2024	1,176.42	
		1,176.42	Transaction Total
Total WEX Bank		1,176.42	
Zoom	Aug 2024	15.99	
		15.99	Transaction Total
Total Zoom		15.99	
Report Opening/Current Balance		_____	
Report Transaction Totals		42,226.26	
Report Current Balances		_____	

Arrowbear Park County Water District

Statement of Revenues and Expenditures

1 - Water

From 8/1/2024 Through 8/31/2024

		Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Income Categories						
4000	Sales And Fees	51,198.55	104,189.82	623,311.00	(519,121.18)	(83.28)%
4010	Sales To Other Agencies	8,205.72	14,124.95	55,000.00	(40,875.05)	(74.32)%
5000	Property Taxes	0.00	1,837.04	0.00	1,837.04	0.00%
5005	Standby Charges	0.00	1,880.79	35,000.00	(33,119.21)	(94.63)%
5010	Interest Income	1.39	3,312.62	3,000.00	312.62	10.42%
5015	Late Charge Income	590.18	1,122.61	70,000.00	(68,877.39)	(98.40)%
5020	Grant Income	0.00	0.00	500.00	(500.00)	(100.00)%
5030	Other Adjustment	(7.09)	(224.24)	(500.00)	275.76	(55.15)%
5035	Other Fees Charges	25,663.09	25,895.29	6,500.00	19,395.29	298.39%
	Total Income Categories	<u>85,651.84</u>	<u>152,138.88</u>	<u>792,811.00</u>	<u>(640,672.12)</u>	<u>(80.81)%</u>
Expense Categories						
6000	Salaries Wages Mgmt	0.00	0.00	79,206.25	79,206.25	100.00%
6005	Salaries Wages Office Reg	4,515.57	8,991.34	57,881.74	48,890.40	84.47%
6010	Salaries Wages Office Ot	0.00	0.00	500.68	500.68	100.00%
6015	Salaries Wages Field Reg	11,886.08	23,685.84	135,905.51	112,219.67	82.57%
6020	Salaries Wages Field Ot	952.06	1,933.04	16,164.11	14,231.07	88.04%
6035	Payroll Taxes	1,317.83	2,628.24	22,840.56	20,212.32	88.49%
6100	Benefits Retirement	1,440.59	7,392.80	26,532.02	19,139.22	72.14%
6105	Benefits Dental Insurance	371.76	743.52	5,735.23	4,991.71	87.04%
6110	Benefits Health Ins Active	4,373.44	8,746.88	66,534.96	57,788.08	86.85%
6115	Benefits Health Ins Retired	2,859.45	5,718.90	38,742.95	33,024.05	85.24%
6116	Benefits OPEB	0.00	0.00	9,000.00	9,000.00	100.00%
6118	CEPPT Trust	0.00	0.00	12,000.00	12,000.00	100.00%
6120	Training	0.00	0.00	900.00	900.00	100.00%
6200	Director Fees	0.00	0.00	8,911.14	8,911.14	100.00%
6205	Director Training Conference	0.00	0.00	120.00	120.00	100.00%
6210	Board Misc	9.59	19.18	240.00	220.82	92.01%
6300	Prof Svcs Legal	925.95	1,728.51	4,800.00	3,071.49	63.99%
6305	Prof Svcs Accounting	0.00	0.00	1,680.00	1,680.00	100.00%
6310	Prof Svcs Engineering	0.00	0.00	250.00	250.00	100.00%
6315	Prof Svcs Audit	0.00	0.00	12,240.00	12,240.00	100.00%
6320	Prof Svcs Dues Membership Fees	0.00	697.24	5,160.00	4,462.76	86.49%
6325	Prof Svcs Bank Fees Charges	637.66	1,235.59	5,920.00	4,684.41	79.13%
6330	Prof Svcs Regulatory Fees	707.00	707.00	4,400.00	3,693.00	83.93%
6335	Prof Svcs Testing Lab	126.50	695.50	4,500.00	3,804.50	84.54%
6340	Prof Svcs Computer Network	18.00	205.50	3,650.00	3,444.50	94.37%
6345	Prof Svcs Misc	686.80	717.70	1,080.00	362.30	33.55%
6400	Office Supplies	0.00	71.69	720.00	648.31	90.04%
6405	Office Printing	62.88	86.39	960.00	873.61	91.00%
6410	Office Postage	5.40	86.91	4,800.00	4,713.09	98.19%
6415	Office Software Computer	4.19	265.78	240.00	(25.78)	(10.74)%
6420	Office Equipment/Furniture	30.04	30.04	240.00	209.96	87.48%
6425	Office Misc	0.00	0.00	120.00	120.00	100.00%
6500	Insurance Workers Comp	0.00	26,903.33	25,675.45	(1,227.88)	(4.78)%
6505	Insurance Property Liability Vehicle	0.00	0.00	30,000.00	30,000.00	100.00%

Arrowbear Park County Water District

Statement of Revenues and Expenditures

1 - Water

From 8/1/2024 Through 8/31/2024

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original
6600 Vehicle Maintenance	124.03	124.03	3,300.00	3,175.97	96.24%
6605 Vehicle Fuel	563.36	1,071.15	6,600.00	5,528.85	83.77%
6700 Utility Phone Internet	278.85	518.58	3,500.00	2,981.42	85.18%
6705 Utility Gas	34.65	70.42	2,880.00	2,809.58	97.55%
6710 Utility Electric Facilities	101.50	211.64	1,080.00	868.36	80.40%
6715 Utility Electric Pumping	3,241.90	6,798.95	30,000.00	23,201.05	77.34%
6720 Utility Security	0.00	126.00	756.00	630.00	83.33%
6800 Operations Routine Maint	1,005.26	1,005.26	3,000.00	1,994.74	66.49%
6805 Operations Repairs	0.00	1,304.30	16,000.00	14,695.70	91.85%
6810 Operations Inspecting/Testing	0.00	178.25	400.00	221.75	55.44%
6815 Operations Facilities	0.00	8.12	1,000.00	991.88	99.19%
6820 Operations Tools Equipment	0.00	0.00	2,000.00	2,000.00	100.00%
6825 Operations Uniforms	0.00	0.00	720.00	720.00	100.00%
6830 Operations Safety Equipment	0.00	0.00	900.00	900.00	100.00%
6837 Water Standby Purchase	0.00	2,611.00	2,611.00	0.00	0.00%
Total Expense Categories	<u>36,280.34</u>	<u>107,318.62</u>	<u>662,397.60</u>	<u>555,078.98</u>	<u>83.80%</u>
Net Surplus/(Deficit)	<u>49,371.50</u>	<u>44,820.26</u>	<u>130,413.40</u>	<u>(85,593.14)</u>	<u>(65.63)%</u>
Master Plan Expenses					
8010 Replacement Equipment	0.00	0.00	24,880.10	24,880.10	100.00%
8015 Replacement System					

Arrowbear Park County Water District

Statement of Revenues and Expenditures

2 - Sewer

From 8/1/2024 Through 8/31/2024

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Income Categories					
4000	Sales And Fees	47,002.94	94,053.15	560,000.00	(465,946.85) (83.20)%
5000	Property Taxes	0.00	2,755.58	0.00	2,755.58 0.00%
5005	Standby Charges	0.00	3,679.90	69,000.00	(65,320.10) (94.67)%
5010	Interest Income	0.58	1,380.26	2,000.00	(619.74) (30.99)%
5015	Late Charge Income	782.33	1,488.12	6,500.00	(5,011.88) (77.11)%
5020	Grant Income	0.00	0.00	500.00	(500.00) (100.00)%
5030	Other Adjustment	18.96	104.52	400.00	(295.48) (73.87)%
5035	Other Fees Charges	15,553.01	15,860.81	8,000.00	7,860.81 98.26%
	Total Income Categories	63,357.82	119,322.34	646,400.00	(527,077.66) (81.54)%
Expense Categories					
6000	Salaries Wages Mgmt	0.00	0.00	33,002.61	33,002.61 100.00%
6005	Salaries Wages Office Reg	2,401.58	4,842.93	24,117.39	19,274.46 79.92%
6010	Salaries Wages Office Ot	0.00	0.00	208.62	208.62 100.00%
6015	Salaries Wages Field Reg	6,477.12	12,907.76	90,603.68	77,695.92 85.75%
6020	Salaries Wages Field Ot	511.91	1,040.12	10,776.07	9,735.95 90.35%
6035	Payroll Taxes	713.12	1,426.94	12,423.23	10,996.29 88.51%
6100	Benefits Retirement	777.93	3,985.18	17,688.01	13,702.83 77.47%
6105	Benefits Dental Insurance	227.91	455.82	3,265.85	2,810.03 86.04%
6110	Benefits Health Ins Active	2,360.75	4,721.50	37,872.30	33,150.80 87.53%
6115	Benefits Health Ins Retired	1,559.69	3,119.38	16,142.90	13,023.52 80.68%
6116	Benefits OPEB	0.00	0.00	6,000.00	6,000.00 100.00%
6118	CEPPT Trust	0.00	0.00	5,000.00	5,000.00 100.00%
6120	Training	0.00	0.00	200.00	200.00 100.00%
6200	Director Fees	0.00	0.00	3,712.98	3,712.98 100.00%
6205	Director Training Conference	0.00	0.00	50.00	50.00 100.00%
6210	Board Misc	4.00	8.00	100.00	92.00 92.00%
6300	Prof Svcs Legal	474.31	808.71	2,000.00	1,191.29 59.56%
6305	Prof Svcs Accounting	0.00	0.00	700.00	700.00 100.00%
6310	Prof Svcs Engineering	0.00	0.00	200.00	200.00 100.00%
6315	Prof Svcs Audit	0.00	0.00	11,880.00	11,880.00 100.00%
6320	Prof Svcs Dues Membership Fees	0.00	290.52	2,650.00	2,359.48 89.04%
6325	Prof Svcs Bank Fees Charges	675.00	1,475.05	4,680.00	3,204.95 68.48%
6330	Prof Svcs Regulatory Fees	707.00	707.00	3,000.00	2,293.00 76.43%
6340	Prof Svcs Computer Network	12.00	90.13	2,100.00	2,009.87 95.71%
6345	Prof Svcs Misc	319.30	350.20	720.00	369.80 51.36%
6400	Office Supplies	0.00	29.87	300.00	270.13 90.04%
6405	Office Printing	26.20	36.00	400.00	364.00 91.00%
6410	Office Postage	0.00	42.58	3,200.00	3,157.42 98.67%
6415	Office Software Computer	1.75	110.75	100.00	(10.75) (10.75)%
6420	Office Equipment/Furniture	12.52	12.52	100.00	87.48 87.48%
6425	Office Misc	0.00	0.00	50.00	50.00 100.00%
6500	Insurance Workers Comp	0.00	14,558.19	15,137.59	579.40 3.83%
6505	Insurance Property Liability Vehicle	0.00	0.00	20,000.00	20,000.00 100.00%
6600	Vehicle Maintenance	82.68	82.68	2,200.00	2,117.32 96.24%
6605	Vehicle Fuel	375.58	714.10	4,400.00	3,685.90 83.77%

Arrowbear Park County Water District

Statement of Revenues and Expenditures

2 - Sewer

From 8/1/2024 Through 8/31/2024

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original
6700 Utility Phone Internet	158.72	291.36	1,750.00	1,458.64	83.35%
6705 Utility Gas	18.53	37.67	1,900.00	1,862.33	98.02%
6710 Utility Electric Facilities	67.67	141.09	450.00	308.91	68.65%
6715 Utility Electric Pumping	706.10	1,474.06	8,500.00	7,025.94	82.66%
6720 Utility Security	0.00	68.25	315.00	246.75	78.33%
6800 Operations Routine Maint	0.00	0.00	500.00	500.00	100.00%
6805 Operations Repairs	409.42	409.42	500.00	90.58	18.12%
6815 Operations Facilities	0.00	3.39	600.00	596.61	99.44%
6820 Operations Tools Equipment	0.00	0.00	1,400.00	1,400.00	100.00%
6825 Operations Uniforms	0.00	0.00	480.00	480.00	100.00%
6830 Operations Safety Equipment	0.00	0.00	600.00	600.00	100.00%
6835 Operations Treatment	0.00	0.00	266,976.00	266,976.00	100.00%
Total Expense Categories	<u>19,080.79</u>	<u>54,241.17</u>	<u>618,952.23</u>	<u>564,711.06</u>	<u>91.24%</u>
Net Surplus/(Deficit)	<u>44,277.03</u>	<u>65,081.17</u>	<u>27,447.77</u>	<u>37,633.40</u>	<u>137.11%</u>
Master Plan Expenses					
8010 Replacement Equipment	0.00	0.00	114,286.46	114,286.46	100.00%
8020 Replacement Capital Improvement	0.00	0.00	337,320.00	337,320.00	100.00%
Total Master Plan Expenses	<u>0.00</u>	<u>0.00</u>	<u>451,606.46</u>	<u>451,606.46</u>	<u>100.00%</u>

Arrowbear Park County Water District

Statement of Revenues and Expenditures

3 - Fire

From 8/1/2024 Through 8/31/2024

		Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Income Categories						
4020	Paid Call From Other Agencies	24,223.07	24,223.07	10,000.00	14,223.07	142.23%
5000	Property Taxes	0.00	818.18	382,962.00	(382,143.82)	(99.79)%
5010	Interest Income	0.34	828.15	3,000.00	(2,171.85)	(72.39)%
5020	Grant Income	8,539.24	20,809.24	22,000.00	(1,190.76)	(5.41)%
5035	Other Fees Charges	2,875.69	3,124.19	24,000.00	(20,875.81)	(86.98)%
	Total Income Categories	<u>35,638.34</u>	<u>49,802.83</u>	<u>441,962.00</u>	<u>(392,159.17)</u>	<u>(88.73)%</u>
Expense Categories						
6000	Salaries Wages Mgmt	2,769.24	5,538.48	58,964.13	53,425.65	90.61%
6005	Salaries Wages Office Reg	1,220.67	2,441.38	14,470.44	12,029.06	83.13%
6010	Salaries Wages Office Ot	0.00	0.00	125.17	125.17	100.00%
6025	Salaries Wages Coverage	4,830.00	10,550.00	97,240.00	86,690.00	89.15%
6030	Salaries Wages Paid Call	0.00	469.44	0.00	(469.44)	0.00%
6035	Payroll Taxes	302.99	605.98	5,797.75	5,191.77	89.55%
6100	Benefits Retirement	86.68	27,306.47	30,673.09	3,366.62	10.98%
6105	Benefits Dental Insurance	19.93	39.86	557.64	517.78	92.85%
6110	Benefits Health Ins Active	227.00	454.00	6,484.34	6,030.34	93.00%
6115	Benefits Health Ins Retired	779.85	1,559.69	9,685.74	8,126.05	83.90%
6118	CEPPT Trust	0.00	0.00	3,000.00	3,000.00	100.00%
6120	Training	240.00	240.00	3,000.00	2,760.00	92.00%
6200	Director Fees	0.00	0.00	2,227.79	2,227.79	100.00%
6205	Director Training Conference	0.00	0.00	30.00	30.00	100.00%
6210	Board Misc	2.40	4.80	60.00	55.20	92.00%
6300	Prof Svcs Legal	142.99	343.63	1,500.00	1,156.37	77.09%
6305	Prof Svcs Accounting	0.00	0.00	420.00	420.00	100.00%
6315	Prof Svcs Audit	0.00	0.00	11,880.00	11,880.00	100.00%
6320	Prof Svcs Dues Membership Fees	94.50	268.80	3,480.00	3,211.20	92.28%
6325	Prof Svcs Bank Fees Charges	45.08	89.24	650.00	560.76	86.27%
6340	Prof Svcs Computer Network	179.40	513.91	2,000.00	1,486.09	74.30%
6345	Prof Svcs Misc	261.97	561.97	10,900.00	10,338.03	94.84%
6400	Office Supplies	0.00	17.94	1,380.00	1,362.06	98.70%
6405	Office Printing	15.71	21.58	340.00	318.42	93.65%
6410	Office Postage	0.00	11.76	55.00	43.24	78.62%
6415	Office Software Computer	1.05	66.45	1,260.00	1,193.55	94.73%
6420	Office Equipment/Furniture	7.52	7.52	750.00	742.48	99.00%
6425	Office Misc	0.00	0.00	180.00	180.00	100.00%
6500	Insurance Workers Comp	0.00	21,227.78	17,948.04	(3,279.74)	(18.27)%
6505	Insurance Property Liability Vehicle	0.00	0.00	30,000.00	30,000.00	100.00%
6600	Vehicle Maintenance	2,451.41	2,680.21	10,000.00	7,319.79	73.20%
6605	Vehicle Fuel	466.82	983.83	7,500.00	6,516.17	86.88%
6700	Utility Phone Internet	177.16	354.32	2,750.00	2,395.68	87.12%
6705	Utility Gas	4.57	9.27	7,500.00	7,490.73	99.88%
6710	Utility Electric Facilities	453.89	1,148.34	4,970.00	3,821.66	76.89%
6720	Utility Security	0.00	120.75	483.00	362.25	75.00%
6800	Operations Routine Maint	0.00	0.00	250.00	250.00	100.00%
6810	Operations Inspecting/Testing	1,190.68	3,801.33	7,000.00	3,198.67	45.70%

Arrowbear Park County Water District

Statement of Revenues and Expenditures

3 - Fire

From 8/1/2024 Through 8/31/2024

	Current Period Actual	Current Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original
6815 Operations Facilities	0.00	219.94	2,500.00	2,280.06	91.20%
6820 Operations Tools Equipment	0.00	0.00	2,000.00	2,000.00	100.00%
6825 Operations Uniforms	907.89	1,538.45	3,000.00	1,461.55	48.72%
6830 Operations Safety Equipment	0.00	0.00	10,000.00	10,000.00	100.00%
6840 Operations Medical Supplies	0.00	413.47	1,000.00	586.53	58.65%
6845 Operations Dispatching	0.00	0.00	10,000.00	10,000.00	100.00%
6850 Operations Fire Prevention Weed Abatement	0.00	0.00	4,300.00	4,300.00	100.00%
Total Expense Categories	<u>16,879.40</u>	<u>83,610.59</u>	<u>388,312.13</u>	<u>304,701.54</u>	<u>78.47%</u>
Net Surplus/(Deficit)	<u>18,758.94</u>	<u>(33,807.76)</u>	<u>53,649.87</u>	<u>(87,457.63)</u>	<u>(163.02)%</u>
Master Plan Expenses					
8000 Replacement Vehicles	0.00	0.00	97,056.02	97,056.02	100.00%
8010 Replacement Equipment	0.00	0.00	20,000.00	20,000.00	100.00%
Total Master Plan Expenses	<u>0.00</u>	<u>0.00</u>	<u>117,056.02</u>	<u>117,056.02</u>	<u>100.00%</u>

Status Report of Employee's Accumulated Days of Sick Leave & Vacation

Month of August 2024

	SICK TIME (HRS)						VACATION TIME (HRS)						COMP TIME (HRS)					
	Start	Earned #1	Earned #2	Used #1	Used #2	Accrued	Start	Earned #1	Earned #2	Used #1	Used #2	Accrued	Start	Earned #1	Earned #2	Used #1	Used #2	Accrued
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-						
Jason	489.52	3.69	3.69	0.00	16.00	480.90	201.95	5.85	5.85	0.00	0.00	213.65	39.920	0.000	0.000	0.000	0.000	39.920
Caroline	237.69	3.69	3.69	3.00	0.00	242.07	100.50	5.23	5.23	0.00	0.00	110.96	20.250	0.000	3.000	4.000	0.000	19.250
Logan	40.96	3.69	3.69	8.00	0.00	40.34	18.17	3.08	3.08	0.00	0.00	24.33	34.250	13.500	7.500	8.500	8.000	38.750
Tim	73.72	3.69	3.69	8.00	0.00	73.10	24.98	3.08	3.08	0.00	0.00	31.14	11.500	3.000	0.000	0.250	0.000	14.250

Notes:

SICK ACCRUAL CAP IS 500 HOURS

VACATION ACCRUAL CAP IS 240 HOURS

COMP TIME ACCRUAL CAP IS 40 HOURS

MONTHLY MAINTENANCE AND REPAIR REPORT

August 2024

#	DATE	METER #	ADDRESS	SVC	NOTES
1	08/01/23	0979	Lupine	6	Replace service line
2	08/02/24	0978		8	Jetted between manhole 297-347
3	08/02/24	0586	Lookout	7	
4	08/03/24	0119	Cougar	1	
5	08/03/24	0646	Scola	1	
6	08/06/24	0979	Hilltop	6	Clamp on 3/4" poly
7	08/06/24	0978	Oak	5	Leak on 2" Main
8	08/19/24	0978	Bishop/Lone Pine	5	Repaired hydrant lateral (2 times)
9	08/19/24	0978	Woodland	5	Installed clamp on 2" steel main
10	08/20/24	0622	Music Camp	1	
11	08/21/24	0979	Deep Creek	6	Replace service line
12	08/27/24	0979	Encina	6	Replace service line
13	08/30/24	0234	Lookout	1	

SVC	DESCRIPTION	CALLS	ADDITIONAL INFORMATION
1	Customer requested turn off/on	4	New Owners. 4
2	District initiated shut off (leak, etc.)	0	Liens filed 0
3	District equipment repair	0	Liens Released 0
4	Meter reads/re-reads	0	Total Liens 6
5	Main Repairs	3	Shut off notices 51
6	Service Line Repairs	4	Non-payment shut offs 9
7	Customer Inquiry Requiring Investigation	1	Turn on after shut off 4
8	Sewer Issues/Repairs	1	Meters replaced 1
	Total Calls	13	

SUMMARY OF CALLS - AUGUST 2024

Date	Incident Type	Area	District	Mutual Aid	Out	Avail	Time	Personnel	Total
08/02/24	MEDICAL	ABL	IN	NO	23:09	23:34	0:25	201 216	2
08/06/24	MEDICAL	ABL	IN	NO	0:53	1:13	0:20	199 214	2
08/08/24	PA PERSON	ABL	IN	NO	15:35	15:54	0:19	219 206 216	3
08/09/24	MEDICAL	ABL	IN	NO	15:41	16:09	0:28	201	1
08/11/24	MEDICAL	ABL	IN	NO	13:40	13:49	0:09	148	1
08/11/24	MEDICAL	ABL	IN	NO	20:29	20:57	0:28	148	1
08/14/24	FIRE RES ALARM	ABL	IN	NO	6:14	6:29	0:15	147 215	2
08/16/24	MEDICAL	ABL	IN	NO	21:46	22:11	0:25	169 177 192 193	4
08/19/24	PA PERSON	ABL	IN	NO	12:52	13:23	0:31	169	1
08/19/24	PA PERSON	ABL	IN	NO	18:00	18:20	0:20	140 199	2
08/20/24	FIRE WILDLAND	ABL	IN	NO	18:00	18:39	0:39	147 207	2
08/24/24	MEDICAL	ABL	IN	NO	12:04	12:41	0:37	169 217 140 206 216	5
08/24/24	MEDICAL	ABL	IN	NO	20:32	21:03	0:31	217 140	2
08/25/24	MEDICAL	ABL	IN	NO	12:32	12:53	0:21		0
08/26/24	PA PERSON	ABL	IN	NO	12:49	13:18	0:29	169	1
08/26/24	PA PERSON	ABL	IN	NO	17:15	17:33	0:18	199	1
08/30/24	MEDICAL	ABL	IN	NO	14:28	14:52	0:24	177 214	2

Total Calls: 17
 Total In District: 17
 Total Out of District: 0

140 Rick Mesa
 146 Ryan Dorsett
 147 Nick Novellich
 148 Keith Ortiz
 169 Paul Lindley
 177 Tim Richard
 192 Ryan Brewart

3
 0
 2
 2
 4
 2
 1

193 Joyce Vu
 199 Freddie Rodriguez
 201 Kennedy Toscano
 207 Joseph Carpenter
 206 Jonathan Hovhannesian
 209 Adrian Gonzales
 214 Brayden Wilmer

1
 3
 2
 1
 2
 0
 2

215 Ronald Rivera
 216 James Pacelli
 217 Wayne Eder
 219 Sean Aragon

1
 3
 2
 1

August 2024

Sun

Mon

Tue

Wed

Thu

Fri

Sat

1

2

3

Pacelli

Pacelli

Eder

Toscano

Vu

4

5

6

7

8

9

10

Ortiz

Rodriguez

Carpenter

Novelich

Houhannessian

Eder

Eder

Wilmer

Lindley

Novelich

Rivera

Pacelli

Toscano

Vu

11

12

13

14

15

16

17

Carpenter

Rodriguez

Carpenter

Rivera

Houhannessian

Eder

Ortiz

Wilmer

Lindley

Novelich

Novelich

Pacelli

Mesa

Vu

Mesa

Vu

18

19

20

21

22

23

24

Mesa

Rodriguez

Carpenter

Rivera

Pacelli

Mesa

Eder

Eder

Lindley

Novelich

Novelich

Pacelli

25

26

27

28

29

30

31

Mesa

Mesa

Carpenter

Rivera

Pacelli

Wilmer

Mesa

Rodriguez

Novelich

Novelich

Pacelli

Rodriguez

Lindley

Novelich

Novelich

Vendor Balances for Arrowbear Park County Water District

Vendor: Godaddycom - Godaddycom

Vendor Balance: 0.00

Lookup From: All Activity

Document Number	Document Date	Due Date	Document Description	Original Amount	Outstanding Amount
230117GO...	1/17/24		Website - FD	95.88	0.00
230729GO...	7/29/23		Website - FD	71.88	0.00
230730GO...	7/30/23		Website - FD	143.76	0.00
230926GO...	9/25/23		FD Website	71.88	0.00
231105GO...	11/5/23		FD	71.88	0.00
231116GOD...	11/16/23		FD	71.88	0.00
231127GO...	11/27/23		Web Services - FD	46.34	0.00
231208GO...	12/8/23		Website FD	95.88	0.00
231214GO...	12/14/23		Website - FD	191.76	0.00
240110GO...	1/10/24		Website - FD	287.64	0.00
240113GO...	1/13/24		Annual Subscription for DO website	90.68	0.00
240129GO...	2/1/24		Website FD	119.88	0.00
240308GO...	3/8/24		Website FD	191.76	0.00
240314GO...	3/14/24		Website FD	95.88	0.00
240402GO...	4/2/24		Website FD	287.64	0.00

Prior FY 23-24

Total Paid:

District - \$90.68

Fire Dept - \$1,843.94

Vendor Balances for Arrowbear Park County Water District

Vendor: Godaddycom - Godaddycom

Vendor Balance: 0.00

Lookup From: All Activity

Document Number	Document Date	Due Date	Document Description	Original Amount	Outstanding Amount
240709GO...	7/9/24		Website - FD	95.88	0.00
240709GO...	7/9/24		Website - FD	95.88	0.00
240709GO...	7/9/24		Website - FD	95.88	0.00
240801GO...	8/1/24		Website FD	35.88	0.00
240801GO...	8/1/24		Website FD	35.88	0.00
240801GO...	8/1/24		Website FD	35.88	0.00
240801GO...	8/1/24		Website FD	35.88	0.00
240801GO...	8/1/24		Website FD	35.88	0.00

Current FY 24-25

Total Paid:

District - \$ 0.

Fire Dept. - \$467.04

**BEFORE THE BOARD OF DIRECTORS OF THE
ARROWBEAR PARK COUNTY WATER DISTRICT
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA**

IN THE MATTER OF:

Resolution Number: 2024-09-19B

Approving the Department of Forestry and Fire Protection Agreement # 7GF24003 for services from the date of last signatory on page 1 of the Agreement to June 30, 2025, under the Volunteer Fire Capacity Program of the Cooperative Forestry Assistance Act of 1978.

BE IT RESOLVED by the Board of Directors of the ARROWBEAR PARK COUNTY WATER DISTRICT, that said Board does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 1 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Capacity Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2024-25 up to and no more than the amount of \$ 10,104.25.

BE IT FURTHER RESOLVED that CHIEF PAUL LINDLEY, of said Board be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the ARROWBEAR PARK COUNTY WATER DISTRICT (ARROWBEAR LAKE FIRE DEPARTMENT)

The foregoing resolution was duly passed and adopted by the Board of Directors of the ARROWBEAR PARK COUNTY WATER DISTRICT, at a regular meeting thereof, held on the 19th day of September 2024, by the following vote:

AYES:

Signature, Board of Directors Member

NAYS:

Sheila Wymer, President
Printed Name and Title

ABSENT:

Signature, Board of Directors Member

Jeffrey M. Bunyea, Vice President
Printed Name and Title

-----**CERTIFICATION OF RESOLUTION**-----

ATTEST:

I Caroline V. Rimmer, Clerk of the Arrowbear Park County Water District, County of San Bernardino California do hereby certify that this is a true and correct copy of the original Resolution Number 2024-09-19B.

WITNESS MY HAND OR THE SEAL OF THE ARROWBEAR PARK COUNTY WATER DISTRICT, on this 19th day of September 2024.

**OFFICIAL SEAL
OR NOTARY CERTIFICATON**

Signature

Secretary to the Board of Directors, Arrowbear Park County Water District
Title and Name of Local Agency

State of California
 Department of Forestry and Fire Protection (CAL FIRE)
 Cooperative Fire Protection
 GRANT AGREEMENT

APPLICANT:

PROJECT TITLE: Volunteer Fire Capacity

GRANT AGREEMENT: 7GF24003

PROJECT PERFORMANCE PERIOD is from date upon approval through June 30, 2025.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION: Cost-share funds awarded to provide assistance to rural areas in upgrading their capability to organize, train, and equip local forces for fire protection.

Total State Grant not to exceed \$ **\$10,104.25** (or project costs, whichever is less).

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

STATE OF CALIFORNIA
 DEPARTMENT OF FORESTRY
 AND FIRE PROTECTION

Applicant	
By _____ Signature of Authorized Representative	By _____
Title _____	Title: David Scheurich Staff Chief, Cooperative Fire Programs
Date _____	Date _____

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER	PO ID	SUPPLIER ID
FUND 0001	FUND NAME General Fund	
PROJECT ID 354024DG2012161	ACTIVITY ID SUBGNT	AMOUNT OF ESTIMATE FUNDING \$ \$10,104.25
GL UNIT 3540	BUD REF CHAPTER 001 35	ADJ. INCREASING ENCUMBRANCE \$ 0.00
PROGRAM NUMBER 9999000FED	ENY 2024	ADJ. DECREASING ENCUMBRANCE \$ 0.00
ACCOUNT 5340580	ALT ACCOUNT 5340580002	UNENCUMBERED BALANCE \$ \$10,104.25
REPORTING STRUCTURE 35409206	SERVICE LOCATION 92767	

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

Signature of CAL FIRE Accounting Officer

Date

**VOLUNTEER FIRE CAPACITY PROGRAM
TERMS AND CONDITIONS**

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA
Natural Resources Agency

Agreement for the Volunteer Fire Capacity Program of the
Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and _____ hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

1. STATE has been approved as a passthrough agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Volunteer Fire Capacity program in California, hereinafter referred to as VFC, authorized by the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, 92 Stat 365, 16 U.S.C. 2106), as amended.
2. This is a subaward under the 2024 Volunteer Fire Capacity Grant #24-DG-11052012-161 awarded to STATE by the Forest Service on August 23, 2024. The Federal Assistance Listing for the award is 10.698, Cooperative Forestry Program. This subaward is funded solely with Federal funds and is subject to the Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400, and under certain terms and conditions to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability.
3. LOCAL AGENCY desires to participate in said VFC and agrees to the terms and conditions specified in the Procedural Guide for Volunteer Fire Capacity Program 2024.

NOW THEREFORE, it is mutually agreed between the parties as follows:

4. **APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.**
5. **INCORPORATION: The Procedural Guide for Volunteer Fire Capacity Program 2024, submitted Application for Funding and associated Grant Assurances are hereby incorporated by reference as part of the Grant Agreement.**
6. **TIMELINESS: Time is of the essence in this Agreement.**
7. **FORFEITURE OF AWARD: LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the email address specified in paragraph 12, with a timestamp no later than December 1, 2024 or LOCAL AGENCY will forfeit the funds.**

8. GRANT AND BUDGET CONTINGENCY CLAUSE: It is mutually understood between the parties that this **Agreement** may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the **Agreement** were executed after that determination was made.

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the **State Fiscal Year 2024** for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

9. REIMBURSEMENT: STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed **\$10,104.25** on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Proposed Project, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 1 and JUNE 30, 2025.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the e-mail address specified in paragraph 12, with a timestamp no later than September 1, 2025 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice and proof of payment to vendor(s) must be included for items purchased.
10. LIMITATIONS: Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFC, upon expenditure of United States Government Funds. Pursuant to 2CFR200.313 Equipment, subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 17 below.
11. MATCHING FUNDS: Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFC Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Proposed Project". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.

LOCAL AGENCY shall not use VFC Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFC Funds.

12. ADDRESSES: The mailing addresses of the parties hereto under the terms of the Agreement are:

LOCAL AGENCY: _____

 Attention: _____
 Telephone Number(s): _____
 E-mail _____

STATE: **Department of Forestry and Fire Protection**
Grants Management Unit, Attn: VFC
P. O. Box 944246
Sacramento, California 94244-2460
E-MAIL: CALFIRE.GRANTS@fire.ca.gov

13. PURPOSE: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY. Project funds are not to be used for research and development.
14. COMBINING: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
15. OVERRUNS: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
16. UNDERRUNS: In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Proposed Project application, made by STATE, will be in writing and will require an amendment.
17. FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any item purchased with VFC funding in excess of \$5,000 regardless of the length of this **Agreement**, until such time as the fair market value is less than \$5,000. The VFC percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE of the disposal of such items.

18. EQUIPMENT INVENTORY: Any single item purchased in excess of \$5,000 will be assigned an VFC Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 12. The STATE will advise the LOCAL AGENCY Contact of the VFC Property Number assigned.
19. AUDIT: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
20. DISPUTES: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY or audit findings, the dispute will be decided by STATE and its decision shall be final and binding.
21. MONITORING: LOCAL AGENCY agrees to the monitoring of activities as necessary by STATE to ensure that the award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the agreement; and that performance goals are achieved.
22. INDEMNIFICATION: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.
23. CIVIL RIGHTS: LOCAL AGENCY agrees to comply with civil rights requirements as detailed in the Complying With Civil Rights Requirements brochure (FS-850) and the And Justice For All poster (AD-475A). The poster is to be placed at all public point of contact/reception areas.
24. DRUG-FREE WORKPLACE REQUIREMENTS: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed **Agreement** will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

25. **TERM: The term of the Agreement SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 1 and continue through June 30, 2025.**
26. **TERMINATION:** This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
27. **AMENDMENTS:** No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
28. **INDEPENDENT CONTRACTOR:** LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.
29. **INDIRECT RATE:** LOCAL AGENCY may not assess an indirect rate in excess of their Federally approved Negotiated Indirect Cost Rate Agreement (NICRA), a de minimis rate if LOCAL AGENCY does not have an approved NICRA, or the VFC program cap rate of 10%, whichever is lesser. LOCAL AGENCY may also elect not to assess an indirect rate. The approved indirect cost rate at the time of execution is 0%.

30. MEDIA: LOCAL AGENCY shall acknowledge STATE and USDA Forest Service support in any publications, audiovisuals and electronic media developed as a result of this award.

It is encouraged to give public notice of the receipt of this award and announce progress and accomplishments, acknowledging STATE and USDA Forest Service support. Follow direction in USDA Supplemental 2 CFR 415.2.

31. ASSIGNMENT: This Agreement is not assignable by LOCAL AGENCY either in whole or in part.

ARROWBEAR PARK COUNTY WATER DISTRICT

Policy Handbook

POLICY TITLE: Conflict of Interest
POLICY NUMBER: 1020

1020.10 The Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. §18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix A in which members of the board of Directors and employees are designated, and in which disclosure categories are set forth, constitute the conflict of interest code of the Arrowbear Park County Water District.

1020.20 Designated employees shall file statements of economic interests with the Clerk of the County of San Bernardino.

ARROWBEAR PARK COUNTY WATER DISTRICT

Policy Handbook

POLICY TITLE: Conflict of Interest
POLICY NUMBER: 1020

APPENDIX A

PART I - DESIGNATED EMPLOYEES

<u>Position</u>	<u>Disclosure Category</u>
Board Members	1
General Manager	1
[Other Management/Supervisory Employees]	1
Board Treasurer	1
Consultants	2

PART II - DISCLOSURE CATEGORIES

1. Interests in real property.

Investments and business positions in any business entity or income from any source if the business entity or source of income manufactures or sells supplies, machinery or equipment of the type utilized by the District.

Investments and business positions in any business entity or income from any source if the business entity or source of income is a contractor or subcontractor engaged in the performance of work or services of the type utilized by the District.

2. Consultants shall disclose all sources of income, interests in real property and investments and business positions in business entities.
The General Manager of the District may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. Such determination shall be a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

RESOLUTION NO. 2024-09-19A

FIXING THE EMPLOYER CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

- WHEREAS, (1) Arrowbear Park County Water District is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and
- WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and
- WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and
- RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members in a health benefits plan up to a maximum of **\$981.00** per month with respect to employee or annuitant enrolled for self alone, **\$1,729.00** per month for employee or annuitant enrolled for self and one family member, and **\$2,251.00** per month for employee or annuitant enrolled for self and two or more family members, plus administrative fees and Contingency Reserve Fund assessments; and be it further
- RESOLVED, (b) Arrowbear Park County Water District has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further
- RESOLVED, (c) That the participation of the employees and annuitants of Arrowbear Park County Water District shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that Arrowbear Park County Water District would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.
- RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, the Board Secretary to file with the Board a verified copy of this resolution, and to perform on behalf of Arrowbear Park County Water District all functions required of it under the Act.

Adopted at a regular meeting of the Arrowbear Park County Water District at Arrowbear Lake, CA, this 19th day of September, 2024.

Signed: _____
Sheila Wymer, President, Board of Directors

Attest: _____
Caroline Rimmer, Board Secretary

information is posted at the District Office.

You must complete an Employee's Claim for Worker's Compensation Benefits Form if you have an injury that requires medical attention. If your inquiry does not require medical attention, you must still complete a Supervisor and Employee Report of Accident Form in case medical treatment is later needed and to ensure that any existing safety hazards are corrected. You can obtain the required forms from the Administrative Secretary.

A federal law, the Occupational Safety and Health Act, requires that we keep records of all illnesses and accidents that occur on the job. OSHA also provides for your right to know about any health hazards which might be present on the job.

In addition, the state Workers' Compensation Act also requires that you report any illness or injury caused by the workplace, no matter how slight. If you do not report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits.

You can get the required reporting paperwork from the Administrative Secretary.

Security

Arrowbear Park County Water District is committed to ensuring employees' security. Our premises are equipped with both security alarms that may be active during, as well as outside, working hours and a fire alarm system. Employees acknowledge by signing the Acknowledgement of receipt and understanding page that they understand that included in the security alarms may be security cameras that record audio and video and, as a condition of employment, authorize this audio and video recording on District property. If you have a security concern or need more information about operating these systems, contact the General Manager. (Approved by unanimous Board action at the October 19, 2024 Regular Meeting)

All employees are given security codes and keys when they join the District. If you leave Arrowbear Park County Water District, you must surrender any District keys you have been issued.

Emergency Measures (Inclement Weather)

We realize that bad weather or hazardous commuting conditions may occasionally make it difficult for employees to report to work on time.

However, you are expected to make a diligent effort to report to work when conditions have improved. If you determine that you are unable to report to work because of the conditions, inform your supervisor as soon as possible. The General Manager will have the authority to give unlimited discretionary snow days. Snow days will be given to employees each fiscal year, not to roll over each year, and given solely at the discretion of the General Manager. Any staff that does report will receive time and ½ for all hours worked.

If it becomes necessary to shut down the office due to weather or other emergency, every effort will be made to notify employees.

District Communications & Technology

Bulletin Boards

Check all the bulletin boards regularly to obtain important information about District events and

EMPLOYMENT AGREEMENT

1. PARTIES.

This Agreement is entered into between the Board and on behalf of the Arrowbear Park County Water District (hereinafter referred to as the "District") and Christopher Michael Dumas (hereinafter referred to as the "Employee" or "General Manager").

2. RECITALS.

WHEREAS, the District's Board ("Board") wishes to retain the services of Employee as General Manager;

NOW, THEREFORE, in consideration of the mutual promises herein set forth, Employee and the District agree as follows:

3. TERMS.

A. The District hereby employs Employee as General Manager to perform the functions and duties of General Manager as the Board may from time to time assign. Employee hereby agrees to perform such functions and duties to the best of his ability and in an efficient and competent manner. Employee understands that this is a full time position and he shall not engage in any other employment without the express written approval of the Board.

B. If this Agreement is extended, the Board of Trustees shall review the General Manager's performance within twelve (12) months of the effective date of this Agreement and at least annually thereafter. The General Manager shall notify the Board at least one month prior to the due date of the performance evaluation.

C. Employee will obtain a Grade 1 Collections certification within twelve (12) months of the effective date of this Agreement.

D. Employee will live within a twenty (20) minute drive-time of the district office, within twelve (12) months of the effective date of this Agreement.

4. TERM.

A. This Agreement shall be effective commencing on September 23, 2024 through September 23, 2025, a one (1) year term.

5. SALARY.

District agrees to pay Employee an annual salary of One Hundred and Twenty-five Thousand Dollars (\$125,000.00) per year, proportionally payable on the District's bi-weekly payroll. At the conclusion of one year's employment and an agreement by the board to continue employment of the Employee, a Five Thousand (\$5,000) Dollar increase will be applied to the following year's salary. Any additional future increase in salary shall be at the sole discretion of the Board and shall be considered annually in conjunction with Employee's performance review pursuant to Section 3(B). Employee is eligible for Board-approved COLA and merit increases as provided by District policy.

6. BENEFITS.

A. Employee shall be entitled to the same retirement, healthcare, sick leave, vacation, holidays and other benefits as provided by the District's Employee Handbook.

B. In the event of a foreseeable absence (for periods in excess of a week) from his duties at the District, Employee shall give the Board reasonable advance notice of the reason(s) for and the anticipated date(s) and duration of such absence. The scheduling of such absences is subject to prior approval by the Board. Leave requests shall be disallowed where the Board determines that such leave would tend to disrupt the efficient operation of the District.

7. TERMINATION.

A. Employee shall serve at the will and pleasure of the Board and may be terminated at any time for any reason or no reason upon written notice to Employee. Nothing in this Agreement shall prevent the District from terminating this Agreement and the services of the Employee at its sole discretion. In consideration for the Board's right to terminate this Agreement prior to the end of its term without cause, Employee shall be entitled to a cash settlement of up to three (3) months of his monthly salary if employment is terminated without cause. (Notwithstanding any other provision contained in this Agreement, the monthly salary may not exceed the number of months left on the unexpired term of this Agreement.) It is expressly understood that Employee shall not be entitled to an appeal or hearing of any kind prior to or following termination pursuant to this paragraph 8(A) regardless of any District rule or policy to the contrary.

The parties expressly acknowledge and agree that these severance pay provisions have been independently negotiated. Acceptance at the time of termination by Employee of the severance pay benefits provided by this section shall operate as a full and complete waiver and release of any and all rights, claims and/or causes of action which Employee may have, or have had, at any time, in the past or in the future, arising out of Employee's employment by District, including, but not limited to, claims for wrongful termination. (Employee agrees to sign a Severance Agreement that is substantially similar to the one attached as Exhibit "A".) If Employee wishes to retain any such rights, Employee must decline to accept the severance benefits provided by this section.

Acceptance of the severance benefits under this paragraph will operate as a general release on the part of Employee as to all claims, known or unknown, and Employee specifically waives the provisions of California Civil Code Section 1542 which provide:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Pursuant to Government Code Section 53243 *et seq.*, if Employee is convicted of a crime involving an abuse of office or position, as defined below, all of the following shall apply: (1) if Employee was provided with paid leave pending an investigation into the matter, Employee shall be required to fully reimburse the District for those amounts paid; (2) if the District, in its discretion, paid for the criminal defense of Employee, Employee shall be required to fully reimburse the District for all amounts paid; (3) if the District paid any severance pay under this Agreement, Employee shall be required to fully reimburse the District for all amounts paid.

- a. "Abuse of office or position" means either:
 1. An abuse of public authority, including but not limited to, waste, fraud, and violation of the law under color of authority; or

11. A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

B. During the term of this Agreement, Employee may, in the alternative, be dismissed for "cause" by a majority vote of the Board at any regular or special meeting. "Cause" shall be determined following a hearing, if requested by Employee, conducted by an independent, impartial arbitrator, whose decision shall be final and binding upon the parties. The Board shall provide Employee a written notice detailing the cause for termination and advising the Employee that he has fifteen (15) calendar days from the date of the notice to request arbitration. The arbitrator shall be selected from a list supplied by the State Mediation and Conciliation Service. If the parties are unable to agree on an arbitrator, they shall strike names on that list until such time as there is only one name remaining. This person shall arbitrate the matter pursuant to the employment rules of the American Arbitration Association. Any arbitrator selected must be able to hear the matter within thirty (30) days of selection and render a written reasoned decision within fifteen (15) days of the close of the hearing. Employee shall not be entitled to any severance pay as set forth in section 8(A) if the arbitrator determines that he has been terminated for "cause."

"Cause" shall be found by the arbitrator if it is determined that Employee has engaged in "misconduct" or has "abandoned his duties". "Misconduct" shall include, but not be limited to, falsification of District records, unauthorized taking of public funds or property, insubordination, failure to adhere to District policies or unauthorized charges against the District's account for personal gain. "Abandonment of duty" shall include, but not be limited to, failure to carry out the primary duties and responsibilities of the General Manager for a period in excess of seven (7) days, but excluding any time periods when Employee is on authorized leave. The Arbitrator's decision shall be final except that it shall be subject to judicial review sufficient to ensure the Arbitrator complied with any applicable statutory requirements. The District shall pay all costs of the Arbitration which are unique to arbitration. This Arbitration provision shall be interpreted consistent with California law.

C. Employee may terminate this Agreement by providing ninety (90) days prior written notice to the Board.

8. BREACH.

Nothing herein shall be deemed to excuse a breach by Employee of any provision of this Agreement or entitle Employee to any compensation of any kind or any remedy other than the termination of this Agreement should a breach of this Agreement occur.

9. AMENDMENT.

No modification, amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by Employee and approved by a majority of the Board.

10. BINDING EFFECT.

This Agreement shall bind all parties, their respective heirs, personal representatives, successors, or assigns, but nothing herein shall be construed as an authorization or right of any party to assign his rights or obligations hereunder.

11. ATTORNEY'S FEES.

If any action at law or in equity is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which he may be entitled.

12. ENTIRE AGREEMENT.

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto concerning the employment of Employee by the District and contains all of the covenants and agreements between the parties with respect to the employment of Employee. Each party to this Agreement acknowledges that no representations have been made by any party which are not embodied herein, and that no other agreement, statements or promises not contained in this Agreement shall be valid or binding. To the extent that any applicable District personnel ordinance, resolution or rule conflicts with the terms of this Agreement, the parties agree that this Agreement shall control.

13. DISTRICT BOARD'S AUTHORITY.

Employee agrees to observe and comply with the rules and regulations of the District as adopted by the Board, either orally or in writing, respecting the performance of the Employee's duties and to carry out and to perform the orders, directions and policies stated by the Board to him, from time to time, either orally or in writing.

14. SEVERABILITY.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law, such invalidity illegality unenforceability will not affect any other provision, but this Agreement shall be reformed construed and enforced in such a manner as if the invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of September, 2024.

DATE: _____

Christopher Michael Dumas
General Manager

DATE: _____

Sheila Weimer
Board President
Arrowbear Park County Water District

EXHIBIT A

SETTLEMENT AGREEMENT

AND GENERAL RELEASE OF ALL CLAIMS

This Settlement Agreement and General Release of All Claims (hereinafter "Agreement") is made and entered into between Arrowbear Park County Water District (hereinafter "Employer") and Christopher Michael Dumas (hereinafter "Employee"), and is made in light of the following:

1. Employee was employed by Employer as its General Manager. Following settlement discussions, the parties hereto have agreed to settle any and all disputes, now in existence, or arising in the future between Employer and Employee, regarding the employment of Employee and the termination thereof.

2. The parties hereto acknowledge that each has denied, and continues to deny, any claims asserted by the other, but that Employer and Employee desire to bring this matter and any related matters to a conclusion and to avoid further incurring of costs and expenses incident to their prosecution and defense. Therefore, the parties make this Agreement, expressly recognizing that the making of this Agreement does not in any way constitute an admission of wrongdoing or liability on the part of either party.

3. In consideration of this Settlement Agreement and General Release of All Claims, Employer agrees to pay Employee the lesser of three (3) months of Employee's monthly salary or salary for the unexpired term of Employee's Employment Agreement if Employee's employment is terminated without cause. All applicable employment and payroll taxes will be deducted from the gross severance compensation amount. Employee acknowledges that Employer has paid all wages and expenses due, and that any consideration offered as part of the agreement is above and

beyond what was owed and paid.

4. In consideration of the foregoing, Employee, on behalf of himself, his relatives, heirs, estate, executors, administrators, successors and assigns, does fully release and discharge Employer, its officers, directors, agents, employees, attorneys, subsidiaries, affiliated entities, successors and assigns (hereinafter "Employer and/or its Agents") from all actions, causes of action, claims, judgments, obligations, damages, and liabilities of whatsoever kind and character, including, but not limited to, any actions, causes of action, claims, judgments, obligations, damages, or liabilities relating to his employment with Employer, and the causes, procedures and circumstances surrounding the termination of his employment with Employer, including, but not limited to, those arising out of any claims for violation of any alleged contract, express or implied; any covenant of good faith and fair dealing, whether express or implied; any tort or any federal, state, or local statute or regulation, including, but not limited to, violation of First Amendment, defamation, invasion of privacy, interference with prospective economic advantage, intentional or negligent infliction of emotional distress, employment discrimination under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, Americans with Disabilities Act, the Genetic Information Non-Discrimination Act, the California Fair Employment and Housing Act, the California Labor Code, California Government Code, or under any other applicable federal, state or local fair employment laws on the basis of race, color, sex, national origin, religion, age, handicap, disability, medical condition, marital status, sexual orientation, genetic characteristics, gender identity, military and veteran status or other protected class, and/or violation of any other statutes, rules, regulations or ordinances, whether federal, state or local.

Employee represents and warrants that he has not assigned any such action, cause

of action, claim, judgment, obligation, damage, or liability or authorized any other person or entity to assert such on his behalf. Further, Employee agrees that under this Agreement, he waives any claim for damages incurred at any time after the date of this Agreement because of alleged continuing effects of any alleged unlawful acts or omissions involving Employer and/or its Agents which occurred on or before the date of this Agreement and any right to sue for injunctive relief against the alleged continuing effects of alleged acts or omissions occurring prior to the date of this Agreement.

5. Notwithstanding paragraph 4, released claims shall not include any claims based on obligations created by or reaffirmed in this Agreement.

6. Employee understands and expressly agrees that this Agreement extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, past or present, and all rights under Section 1542 of the California Civil Code are hereby expressly waived. Such Section reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

7. Employee understands and agrees that, as a condition of this Agreement, he shall not be entitled to any employment with Employer, or any successor, and further agrees not to institute or join any action, lawsuit, or proceeding against Employer and/or its Agents, or any successor, for any failure to employ Employee.

8. Employee agrees not to initiate, or proceed with, any actions, causes of action, claims, etc. that could be or that have been asserted against Employer and/or its Agents arising out of his employment with Employer or the termination thereof, in any forum, whatsoever. To the extent that any such actions, causes of action, claims, etc. are, or become, pending in any forum, whatsoever, Employee agrees to disclose such and to execute all documents necessary for the withdrawal of such actions, causes of action, claims, etc., with prejudice, forthwith.

Employee specifically represents that he will not in the future participate in, instigate, provide information in connection with (unless required by law to do so) or otherwise assist any other person or entity in any dispute or litigation by any party, person or entity in any state or federal court or in any proceeding before any local, state or federal agency or body, regarding events occurring prior to the date this Agreement is fully executed, claiming that Employer and/or its agents have violated any local, state or federal laws, statutes, ordinances or regulations, or any other wrongful conduct based upon events occurring prior to the date of the execution of this Agreement. Nothing in this Agreement waives Employee's right to testify in an administrative, legislative or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of Employer and/or its agents, when the Employee has been required or requested to attend the proceeding pursuant to a court order, subpoena or written request from an administrative agency or the legislature.

9. Employee represents and warrants that he will keep the existence of this Agreement and its terms completely confidential, he will not hereafter disclose any information concerning this Agreement to anyone other than his immediate family and professional representatives who will be informed of and agree to be bound by this confidentiality clause. Disclosure of the existence of this Agreement or its terms shall constitute a material breach of this Agreement.

10. Employee and Employer's Board agree that they will not make any disparaging,

negative or defamatory comments about each other, whether written, oral or electronic. In particular, they agree they will make no public or private statements, including, but not limited to, press releases, statements to vendors, journalists, employees, prospective employers, interviews, editorials, commentaries, blogs, speeches or conversations that disparage or may disparage the other. Further, Employee agrees not to solicit other employees of Employer to leave Employer's employment. Nothing in this agreement prevents Employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Employee has reason to believe is unlawful.

11. Age Discrimination Claims.

Employee understands and agrees that, by entering into this Agreement, (i) except for claims arising after the date this Agreement is signed, Employee is waiving any rights or claims Employee might have under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act; (ii) Employee has received consideration beyond that to which he was previously entitled; (iii) Employee has been advised to consult with an attorney before signing this Agreement; and (iv) Employee has been offered the opportunity to evaluate the terms of this Agreement for not less than 21 days prior to his execution of the Agreement, even though Employee may elect to sign this Agreement before said period of consideration expires. Employee agrees that changes, whether material or immaterial, do not restart the running of the 21-day consideration period.

Employee may revoke this Agreement (by written notice to Employer's General Counsel, Bradley Neufeld, 3750 University Avenue, 6th Floor, Riverside, CA 92501, Bradley.Neufeld@varnerbrandt.com) for a period of seven days after his execution of the Agreement, and it shall become enforceable only upon the expiration of this revocation period without prior revocation by Employee.

12. Should either party to this Agreement commence any legal action or proceeding against the other to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees.

13. Employee agrees to immediately return all Employer property including, but not limited to, documents, equipment and money that he has in his possession or control.

14. If any provision of this Agreement, or its application to any person, place or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced to the greatest extent permitted by law, and the remainder of this Agreement, and such provision as applied to other persons, places and circumstances, shall remain in full force and effect.

15. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

16. EMPLOYEE FURTHER STATES THAT HE HAS CAREFULLY READ THIS SETTLEMENT AGREEMENT; THAT HE UNDERSTANDS THAT THE CONSIDERATION TO BE GIVEN TO HIM UNDER THIS AGREEMENT IS IN ADDITION TO WHAT HE IS ENTITLED TO IN THE ABSENCE OF THIS AGREEMENT; THAT HE HAS HAD THE OPPORTUNITY TO HAVE IT FULLY EXPLAINED TO HIM BY AN ATTORNEY OF HIS CHOICE; THAT ONCE EFFECTIVE, THIS AGREEMENT IS FINAL AND BINDING; THAT THE ONLY PROMISES MADE TO HIM TO SIGN THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS ARE THOSE STATED ABOVE; AND THAT HE IS SIGNING IT VOLUNTARILY.

Dated: _____

Board President
Arrowbear Park County Water District

Dated: _____

Christopher Michael Dumas