

Arrowbear Park County Water District

REGULAR MEETING OF THE BOARD OF DIRECTORS

AGENDA

DATE: Nov. 16, 2023

TIME: 6:30 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
November 9, 2023 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 – Mark Bunyea, President
- B. PLEDGE OF ALLEGIANCE TO THE FLAG
- C. AGENDA POSTING CERTIFICATION
- D. ROLL CALL
- E. OATH OF OFFICE - Administer Oath of Office to newly appointed Director Craig Carpenter.
- F. 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.

G. 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are expected to be routine and non-controversial and will be acted on at one time without discussion, unless an item is withdrawn by a Board member for questions or discussion.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, October 19, 2023.
- B) Summary of Bank Balances / Income & Expense Summary.
- C) Expense & Budget Reports.
- D) Vacation and Sick Leave Balances.

G. STAFF REPORTS

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

Excuse Staff not needed for Action Items

H. CLOSED SESSION

Closed session pursuant to Government Code section 54957.6
Conference with Labor Negotiator.
District Negotiator Ben Magaña, General Manager.
Unrepresented Employee Part-Time Fire Chief.

I. ADJOURNMENT OF CLOSED SESSION

J. OPEN SESSION

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

L. DISCUSSION / ACTION ITEMS

A) Fire Department

- 1. Discussion with motion to approve the Employment Agreement for Fire Chief Paul Lindley, effective January 1, 2024 through December 31, 2029.
Staff Recommendation: Approve Agreement.
- 2. Discussion with motion to approve the authorization for a future purchase of a Type 3 Engine for approximately \$125,000.
Staff Recommendation: Approve Motion.
- 3. Discussion with motion to amend Schedule of Fees and approve Resolution 2023-11-16A, removing Emergency Response Cost Recovery Fees section.
Staff Recommendation: Approve Motion
- 4. Discussion with motion to approve revisions and additions to the Fire Department's Standard Operating Procedures (SOP).
Staff Recommendation: Approve Motion.

B) Board

- 5. Discussion with motion to approve Resolution 2023-11-16, affirming the signers for the Authorization for Transfer of Funds from the Local Agency Investment Fund (LAIF) as Jeffrey Bunyea, President, Jason Weber, Field Operations Supervisor and Caroline Rimmer, Administrative Secretary.
Staff Recommendation: Approve Motion.

6. Discussion with motion to amend Policy #2100 – Vehicle Policy in the District handbook and to add to the Standard Operating Procedure (SOP), for the Fire Department mandatory vehicle identifying information to all District vehicles.
Staff Recommendation: Approve Motion.

7. Discussion with motion to authorize the General Manager to pursue Grants/Funding for the Highway 18 Pipeline Project.
Staff Recommendation: Approve Motion.

M. ANNOUNCEMENTS / REPORTS

- A) President
- B) Board Members
- C) Staff

The next Regular Board Meeting will be December 21, 2023 at 6:30 p.m.

N. 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 in order to participate in a meeting should direct such 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

October 19, 2023

6:33 PM

The regular meeting of the Board of Directors of Arrowbear Park County Water District was held October 19, 2023, at the District office located at 2365 Fir Drive, Arrowbear Lake, California.

Directors in attendance:

President Terisa Bonito
Vice-President Mark Bunyea
Director Paul Miller
Director Sheila Wymer
Director Seth Burt

Directors who were absent:

Also present were the following:

General Manager Magaña
Secretary Rimmer
Field Operations Supervisor Weber
Chief Lindley

Visitors present:

O. Rendelman
C. Carpenter

Open Session

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

Public Comments:

There were no public comments.

Approval of Consent Agenda:

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

Ayes: Miller, Bunyea, Wymer, and Burt

Nays: None

Abstain: None

Absent: None

Staff Reports:

- A) Field Operations Supervisor Weber reported on the monthly maintenance issues for the month of September, discussed equipment that was delivered, and reported that Bacon Wagner did their last job for the District as Danny Wagner was retiring.
- B) Chief Lindley reviewed the calls for the month of September, announced the Open House on October 28, 2023, discussed the night time training the Fire Department did recently, and that he had located a Type 3 Brush Engine.

- C) General Manager Magaña reported that the Auditors were continuing with the Audit for FY 2022/2023, discussed sewer maintenance inspections and that the Engineer is continuing the work on the Highway 18 Project. General Manager Magaña continued his report by informing the Board that he and the two Service Technicians had attended a water sampling class at Clinical Labs and that he was going to reach out to Cal Rural Water for Grant assistance.

President Bonito announced that the Closed Session is being held pursuant to Code 54957.6 Reason: Conference with Labor Negotiator.

Adjournment of Open Session: 7:21 PM

Closed Session began: 7:22 PM

Adjournment of Closed Session: 9:05 PM

Open Session began: 9:07 PM

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

President Bunyea announced that no action was taken during the Closed Session.

Discussion / Action Items:

A) Fire Department

1. Chief Lindley tabled the Agenda item regarding revisions and additions to the Fire Department's Standard Operating Procedures to the November 16, 2023 Regular Board Meeting.
2. The Right of Entry Contract discussion/action item was tabled pending moving the currently installed weather station to an area more conducive to snow removal at the Fire Station.

B) Board

3. There was a discussion regarding the allocation of budgeted Master Plan surplus, unused, or over budgeted funds form FY 2022-2023 of \$427,883.35 and FY 2022-2023 budget surplus funds of \$228,943.42 to unrestricted asset accounts specified in FY 2022-2023 Unrestricted Funds Allocation Report. Motion was made to approve the allocation of budgeted Master Plan surplus, unused, or over budgeted funds form FY 2022-2023 of \$427,883.35 and FY 2022-2023 budget surplus funds of \$228,943.42 to unrestricted asset accounts specified in FY 2022-2023 Unrestricted Funds Allocation Report and was made by Director Wymer, seconded by Director Miller, and approved by a unanimous vote.

Ayes: Miller, Bunyea, Wymer, and Burt

Nays: None

Abstain: None

Absent: None

4. There was a discussion with a Motion to amend Policy #2070, Safety & Emergency, Emergency Measures (Inclement weather), and allow (6) allotted Manager Discretion Snow Days. Motion was made to amend the current policy and allow unlimited Manager Discretion Snow Days by Vice President Wymer, seconded by Director Miller, and approved by a unanimous vote.

Ayes: Miller, Bunyea, Wymer, and Burt.

Nays: None
Abstain: None
Absent: None

5. There was a discussion regarding the purchase of surplus equipment from Bacon Wagner Excavating in the amount of \$36,750. Motion to approve the purchase of surplus equipment from Bacon Wagner Excavating in the amount of \$36,750 was made by Vice President Wymer, seconded by Director Miller Bonito, and approved by a unanimous vote.

Ayes: Miller, Bunyea, Wymer, and Burt.
Nays: None
Abstain: None
Absent: None

6. The Board reviewed the Statement of Interest submitted by Craig Carpenter. There was a motion made by Vice President Wymer to approve Craig Carpenter for the appointee position and second was by Director Miller. The vote was split two directors for Craig Carpenter (Miller, Burt), and two against (Bunyea, Wymer). Discussion continued with a motion being made by Vice President Wymer to approve Craig Carpenter pending review by Legal on dual Board membership in two Agencies, second was by Director Miller and approved by unanimous vote. Craig Carpenter was approved as the appointee for the period November 1, 2023 and ending December 2024, pending review by Legal on dual Board membership in two Agencies.

Ayes: Miller, Bunyea, Wymer, and Burt
Nays: None
Abstain: None
Absent: None

Announcements:

- A) The President had no announcements.
B) Director Miller requested a review of the procedure the Fire Department will be using for the billing for their Schedule of Fees that was approved at the June 15, 2023 Regular Board Meeting.
C) Staff had no announcements.

The next Regular Board Meeting will be November 16, 2023, at 6:30 PM.

Adjournment of Open Meeting

There being no further business, President Bunyea adjourned the meeting at 10:17 PM.

Jeffrey M. Bunyea, President

Caroline V. Rimmer, Secretary

SUMMARY OF BANK BALANCES

10/1/2023 to 10/31/2023

	GENERAL ACCOUNTS	RESTRICTED ACCOUNTS
	First Foundation Bank	CALPers OPEB
Account Beginning Balance	\$ 62,742.46	\$ 22,956.97
Total Cleared Deposits - 59	\$ 150,539.07	
Total Cleared Checks/Debits - 73	\$ (109,428.80)	
Interest earned (Investment Loss)	\$ 2.87	
Service Charge(s)	\$ -	
Ending Balance	\$ 103,855.60	\$ 22,956.97
Investment Accounts	LAIF GENERAL	CEPPT
Beginning Balance	\$ 728,835.25	\$ 38,810.88
Quarterly Interest		
Service Charge(s)		
Transfer From/To General Checking Account	\$ (50,000.00)	
Ending Balance	\$ 678,835.25	\$ 38,810.88
TOTALS	\$ 782,690.85	\$ 61,767.85

SUMMARY OF INCOME & EXPENSES

	October 2023	YEAR TO DATE	BUDGET	REMAINING	%
TOTAL INCOME	\$ 102,364.20	\$ 410,234.93	\$1,465,800.00	\$ 1,055,565.07	27.99%
TOTAL OPERATING EXPENSES	\$ 153,260.11	\$ 673,319.07	\$1,363,958.05	\$ 690,638.98	49.37%
NET SURPLUS / (DEFICIT)	\$ (50,895.91)	\$ (263,084.14)	\$ 101,841.95	\$ 364,926.09	

Arrowbear Park County Water District

Vendor Activity

From 10/1/2023 Through 10/31/2023

Vendor Name	Description	Expenses	
2 Hot Activewear	Uniform Sanchez	375.00	
	Uniforms - FD	<u>375.00</u>	
		<u>750.00</u>	Transaction Total
Total 2 Hot Activewear		750.00	
Action Auto Repair	Fuel Sensor Replacement - Escape	<u>500.76</u>	
		<u>500.76</u>	Transaction Total
Total Action Auto Repair		500.76	
Albertsons	Office Supplies/Board Mtg	<u>20.61</u>	
		<u>20.61</u>	Transaction Total
Total Albertsons		20.61	
Amazon	Honeywell Smoke Detector	185.33	
	Office Supplies	<u>15.29</u>	
		<u>200.62</u>	Transaction Total
Total Amazon		200.62	
Bacon Wagner Excavating, Inc.	Asphalt Patching	<u>6,199.00</u>	
		<u>6,199.00</u>	Transaction Total
Total Bacon Wagner Excavating, I...		6,199.00	
Blake Mathews	Reimb. FD Training	<u>174.76</u>	
		<u>174.76</u>	Transaction Total
Total Blake Mathews		174.76	
Blake Matthews	09/17/23 - 09/30/23 (2) Hard Shifts	250.00	
	10/01/23 - 10/14/23 (3) Hard Shift	312.50	
	10/15/23 - 10/28/23 (2) Hard Shifts	<u>250.00</u>	
		<u>812.50</u>	Transaction Total
Total Blake Matthews		812.50	
CA Special District Association	2024 Membership	<u>4,095.00</u>	
		<u>4,095.00</u>	Transaction Total
Total CA Special District Association		4,095.00	
CalPERS	09/13/23 - 09/26/23 PERS	1,371.25	
	09/27/23 - 10/10/23 PERS	<u>1,371.25</u>	

Arrowbear Park County Water District

Vendor Activity

From 10/1/2023 Through 10/31/2023

Vendor Name	Description	Expenses	
		<u>2,742.50</u>	Transaction Total
Total CalPERS		2,742.50	
CalPERS Health Ins	Oct 2023 Health Premium	<u>13,977.92</u>	
		<u>13,977.92</u>	Transaction Total
Total CalPERS Health Ins		13,977.92	
Charter Cable	Cable FD	149.98	
	Oct 2023 Cable - DO	<u>177.96</u>	
		<u>327.94</u>	Transaction Total
Total Charter Cable		327.94	
Core & Main	1 Inch Meter - Cust. paid	512.06	
	Repairs	<u>182.89</u>	
		<u>694.95</u>	Transaction Total
Total Core & Main		694.95	
Customer Returned Transactions	Ret. Ck #0474 - Sept 2023	79.00	
	Ret. Ck #0474 Oct 2023	<u>79.00</u>	
		<u>158.00</u>	Transaction Total
Total Customer Returned Transact...		158.00	
De Lage Landen Financial Services...	Copier Lease Pymnt	<u>65.61</u>	
		<u>65.61</u>	Transaction Total
Total De Lage Landen Financial Se...		65.61	
Diane Waters	09/17/23 - 09/30/23 (4) Hard Shifts	250.00	
	10/01/23 - 10/14/23 (2) Hard Shift	100.00	
	10/15/23 - 10/28/23 (2) Hard Shifts - Probationary	<u>100.00</u>	
		<u>450.00</u>	Transaction Total
Total Diane Waters		450.00	
Freddie Rodriguez, Jr.	09/17/23 - 09/30/23 (3) Hard Shifts	312.50	
	10/01/23 - 10/14/23 (1) Hard Shift	125.00	
	10/15/23 - 10/28/23 (2) Hard Shifts	<u>250.00</u>	
		<u>687.50</u>	Transaction Total
Total Freddie Rodriguez, Jr.		687.50	
Frontier Communications	Oct 2023 Warehouse Phone	<u>117.79</u>	

Arrowbear Park County Water District

Vendor Activity

From 10/1/2023 Through 10/31/2023

Vendor Name	Description	Expenses	
		<u>117.79</u>	Transaction Total
Total Frontier Communications		117.79	
Halliday & Company, CPA's	Audit FY 22/23	9,956.00	
	Audit Services	<u>2,809.00</u>	
		<u>12,765.00</u>	Transaction Total
Total Halliday & Company, CPA's		12,765.00	
Harbor Freight	Tools - Dollies to Store Cube System	<u>184.80</u>	
		<u>184.80</u>	Transaction Total
Total Harbor Freight		184.80	
Heartland PR Co	10/04/23 PR	145.48	
	10/18/23 PR	<u>127.73</u>	
		<u>273.21</u>	Transaction Total
Total Heartland PR Co		273.21	
Home Depot	Office Cleaning Supplies	<u>26.65</u>	
		<u>26.65</u>	Transaction Total
Total Home Depot		26.65	
Humberto's Garage Doors	Diagnostics for FD Bay Door	300.00	
	Garage Door Replacement - FD	<u>2,950.00</u>	
		<u>3,250.00</u>	Transaction Total
Total Humberto's Garage Doors		3,250.00	
Iconix Waterworks Inc	Maintenance	844.97	
	Repairs	217.16	
	Tools	<u>96.46</u>	
		<u>1,158.59</u>	Transaction Total
Total Iconix Waterworks Inc		1,158.59	
Inland County Insurance Services ...	2023 - 2024 Surety Bond	<u>150.00</u>	
		<u>150.00</u>	Transaction Total
Total Inland County Insurance Ser...		150.00	
Invoice Cloud	Oct 2023 CC Processing Chgs - Inv. Cloud	<u>190.40</u>	
		<u>190.40</u>	Transaction Total

Arrowbear Park County Water District

Vendor Activity

From 10/1/2023 Through 10/31/2023

Vendor Name	Description	Expenses	
Total Invoice Cloud		190.40	
Jacob Sanchez	09/17/23 - 09/30/23 (1) Hard Shift	<u>150.00</u>	
		150.00	Transaction Total
Total Jacob Sanchez		150.00	
Joseph Carpenter	09/17/23 - 09/30/23 (2) Hard Shifts	100.00	
	10/01/23 - 10/14/23 (2) Hard Shift	100.00	
	10/15/23 - 10/28/23 (2) Hard Shifts - Probationary	<u>100.00</u>	
		300.00	Transaction Total
Total Joseph Carpenter		300.00	
Josue Macuil	09/17/23 - 09/30/23 (2) Hard Shifts	300.00	
	10/01/23 - 10/14/23 (2) Hard Shift	300.00	
	10/15/23 - 10/28/23 (2) Hard Shifts	<u>300.00</u>	
		900.00	Transaction Total
Total Josue Macuil		900.00	
Keith Ortiz	10/15/23 - 10/28/23 (1) Avail Shift	<u>50.00</u>	
		50.00	Transaction Total
Total Keith Ortiz		50.00	
Lloyd Pest Control	Pest Control - FD	<u>80.00</u>	
		80.00	Transaction Total
Total Lloyd Pest Control		80.00	
Lowes	Light Bulbs	18.27	
	Office Supplies - Batteries	<u>118.29</u>	
		136.56	Transaction Total
Total Lowes		136.56	
Managsorn Mekchai	09/17/23 - 09/30/23 (1) Hard Shift	100.00	
	10/01/23 - 10/14/23 (2) Hard Shift	250.00	
	10/15/23 - 10/28/23 (2) Hard Shifts	<u>225.00</u>	
		575.00	Transaction Total
Total Managsorn Mekchai		575.00	
Max Taylor	09/17/23 - 09/30/23 (4) Hard Shifts	350.00	
	10/01/23 - 10/14/23 (2) Hard Shift	200.00	
	10/15/23 - 10/28/23 (2) Hard Shifts	<u>200.00</u>	

Arrowbear Park County Water District

Vendor Activity

From 10/1/2023 Through 10/31/2023

Vendor Name	Description	Expenses	
		<u>750.00</u>	Transaction Total
Total Max Taylor		750.00	
Mission Communications, LLC	Annual Service Pkg	<u>623.40</u>	
		<u>623.40</u>	Transaction Total
Total Mission Communications, LLC		623.40	
Municipal Emergency Services	Compressor Service	<u>380.25</u>	
		<u>380.25</u>	Transaction Total
Total Municipal Emergency Services		380.25	
Nicholas Novelich	09/17/23 - 09/30/23 (4) Hard Shifts	600.00	
	10/15/23 - 10/28/23 (1) Hard Shift	<u>150.00</u>	
		<u>750.00</u>	Transaction Total
Total Nicholas Novelich		750.00	
Office Depot	Flash Drives	<u>48.88</u>	
		<u>48.88</u>	Transaction Total
Total Office Depot		48.88	
Paya CC Processing	Oct 2023 CC Processing Chg - Paya	<u>704.43</u>	
		<u>704.43</u>	Transaction Total
Total Paya CC Processing		704.43	
Rick Mesa	09/17/23 - 09/30/23 (2) Avail. Shifts	50.00	
	10/01/23 - 10/14/23 (2) Avail. Shifts	75.00	
	10/15/23 - 10/28/23 (4) Avail Shifts	<u>150.00</u>	
		<u>275.00</u>	Transaction Total
Total Rick Mesa		275.00	
Running Springs Water District	Balance after Credit from FYE 2023	<u>2,785.00</u>	
		<u>2,785.00</u>	Transaction Total
Total Running Springs Water District		2,785.00	
Ryan Brewart	09/17/23 - 09/30/23 (1) Hard Shift	150.00	
	10/01/23 - 10/14/23 (1) Hard Shift	150.00	
	10/15/23 - 10/28/23 (2) Hard Shifts	<u>150.00</u>	
		<u>450.00</u>	Transaction Total

Arrowbear Park County Water District

Vendor Activity

From 10/1/2023 Through 10/31/2023

Vendor Name	Description	Expenses	
Total Ryan Brewart		450.00	
SecureTech Security, Inc.	Security - DO	105.00	
	Security - FD	105.00	
	Security - Warehouse	<u>105.00</u>	
		<u>315.00</u>	Transaction Total
Total SecureTech Security, Inc.		315.00	
Southern California Edison	Oct 2023 DO	78.50	
	Oct 2023 Pumps	<u>3,694.21</u>	
		<u>3,772.71</u>	Transaction Total
Total Southern California Edison		3,772.71	
Tad Marshall DC	Physical/Drug Screen Sanchez	<u>110.00</u>	
		<u>110.00</u>	Transaction Total
Total Tad Marshall DC		110.00	
Technical Duplicator Services, Inc.	Copier	<u>36.09</u>	
		<u>36.09</u>	Transaction Total
Total Technical Duplicator Service...		36.09	
The Gas Company	Gas - DO	74.37	
	Gas - Warehouse	<u>28.06</u>	
		<u>102.43</u>	Transaction Total
Total The Gas Company		102.43	
The Standard Life Insurance Com...	Oct 2023 Dental Premium	<u>764.33</u>	
		<u>764.33</u>	Transaction Total
Total The Standard Life Insurance...		764.33	
Underground Service Alert of So Cal	Oct 2023 - Dig Alerts	<u>97.50</u>	
		<u>97.50</u>	Transaction Total
Total Underground Service Alert of...		97.50	
United States Postal Service	Envelopes for Bills	<u>3,975.30</u>	
		<u>3,975.30</u>	Transaction Total
Total United States Postal Service		3,975.30	
Varner and Brandt	Oct 2023 Legal	<u>1,359.20</u>	

Arrowbear Park County Water District

Vendor Activity

From 10/1/2023 Through 10/31/2023

Vendor Name	Description	Expenses	
		1,359.20	Transaction Total
Total Varner and Brandt		1,359.20	
Verizon Wireless	After Hours Phone Oct 2023	84.51	
		<u>84.51</u>	Transaction Total
Total Verizon Wireless		84.51	
WEX Bank	Fuel DO/FD	1,057.54	
		<u>1,057.54</u>	Transaction Total
Total WEX Bank		1,057.54	
Zachary Kim	09/17/23 - 09/30/23 (4) Hard Shifts	500.00	
	10/01/23 - 10/14/23 (4) Hard Shift	500.00	
	10/15/23 - 10/28/23 (3) Hard Shifts	300.00	
		<u>1,300.00</u>	Transaction Total
Total Zachary Kim		1,300.00	
Zoom	Zoom Oct 2023	15.99	
		<u>15.99</u>	Transaction Total
Total Zoom		15.99	
Report Opening/Current Balance			
Report Transaction Totals		71,923.23	
Report Current Balances			

Arrowbear Park County Water District

Statement of Revenues and Expenditures

Water

From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Year Actual	Total Budget \$	Total Budget \$ Variance	Percent Total Budget Remaining
Income Categories					
4000	Sales And Fees	41,095.14	170,137.80	524,000.00	(353,862.20) (67.53)%
4010	Sales To Other Agencies	7,317.75	29,902.54	65,000.00	(35,097.46) (54.00)%
5000	Property Taxes	0.00	0.00	7,800.00	(7,800.00) (100.00)%
5005	Standby Charges	0.00	2,046.94	37,000.00	(34,953.06) (94.47)%
5010	Interest Income	4,176.39	7,907.99	3,600.00	4,307.99 119.67%
5015	Late Charge Income	532.52	1,968.71	7,000.00	(5,031.29) (71.88)%
5020	Grant Income	0.00	0.00	500.00	(500.00) (100.00)%
5030	Other Adjustment	4.39	(17.95)	(500.00)	482.05 (96.41)%
5035	Other Fees Charges	1,039.64	2,054.03	6,500.00	(4,445.97) (68.40)%
	Total Income Categories	54,165.83	214,000.06	650,900.00	(436,899.94) (67.12)%
Expense Categories					
6000	Salaries Wages Mgmt	7,615.08	61,142.23	80,777.64	19,635.41 24.31%
6005	Salaries Wages Office Reg	5,207.47	15,520.09	49,660.88	34,140.79 68.75%
6010	Salaries Wages Office Ot	0.00	0.00	858.76	858.76 100.00%
6015	Salaries Wages Field Reg	18,529.47	47,452.91	109,811.04	62,358.13 56.79%
6020	Salaries Wages Field Ot	1,511.53	5,695.43	12,290.22	6,594.79 53.66%
6035	Payroll Taxes	2,707.20	9,892.57	20,066.69	10,174.12 50.70%
6100	Benefits Retirement	1,663.76	6,740.22	19,516.44	12,776.22 65.46%
6105	Benefits Dental Insurance	458.60	1,530.92	4,289.33	2,758.41 64.31%
6110	Benefits Health Ins Active	5,423.24	18,345.71	52,806.06	34,460.35 65.26%
6115	Benefits Health Ins Retired	2,650.19	10,600.76	35,907.69	25,306.93 70.48%
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	192.47	900.00	707.53 78.61%
6200	Director Fees	2,800.65	2,800.65	8,911.14	6,110.49 68.57%
6205	Director Training Conference	0.00	0.00	120.00	120.00 100.00%
6210	Board Misc	20.88	124.79	240.00	115.21 48.00%
6300	Prof Svcs Legal	0.00	8,348.65	1,800.00	(6,548.65) (363.81)%
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	4,255.00	9,338.00	11,560.00	2,222.00 19.22%
6320	Prof Svcs Dues Membership Fees	2,457.60	2,958.26	5,160.00	2,201.74 42.67%
6325	Prof Svcs Bank Fees Charges	642.66	2,930.67	5,920.00	2,989.33 50.50%
6330	Prof Svcs Regulatory Fees	0.00	960.84	4,400.00	3,439.16 78.16%
6335	Prof Svcs Testing Lab	0.00	1,600.00	4,500.00	2,900.00 64.44%
6340	Prof Svcs Computer Network	0.00	230.80	1,370.00	1,139.20 83.15%
6345	Prof Svcs Misc	48.75	1,144.41	1,080.00	(64.41) (5.96)%
6400	Office Supplies	110.54	539.50	720.00	180.50 25.07%
6405	Office Printing	61.02	320.06	960.00	639.94 66.66%
6410	Office Postage	2,385.18	2,477.73	4,680.00	2,202.27 47.06%
6415	Office Software Computer	0.00	329.40	240.00	(89.40) (37.25)%
6420	Office Equipment/Furniture	0.00	0.00	240.00	240.00 100.00%
6425	Office Misc	0.00	0.00	120.00	120.00 100.00%
6500	Insurance Workers Comp	0.00	17,142.53	18,122.92	980.39 5.41%
6505	Insurance Property Liability Vehicle	90.00	18,383.40	24,600.00	6,216.60 25.27%
6600	Vehicle Maintenance	0.00	1,361.51	3,300.00	1,938.49 58.74%

Arrowbear Park County Water District

Statement of Revenues and Expenditures

Water

From 10/1/2023 Through 10/31/2023

		Current Period Actual	Current Year Actual	Total Budget \$	Total Budget \$ Variance	Percent Total Budget Remaining
6605	Vehicle Fuel	575.07	2,103.59	6,600.00	4,496.41	68.13%
6700	Utility Phone Internet	288.16	1,202.02	3,500.00	2,297.98	65.66%
6705	Utility Gas	61.46	205.45	2,880.00	2,674.55	92.87%
6710	Utility Electric Facilities	47.10	394.12	1,080.00	685.88	63.51%
6715	Utility Electric Pumping	2,916.17	12,328.07	30,000.00	17,671.93	58.91%
6720	Utility Security	126.00	252.00	768.00	516.00	67.19%
6800	Operations Routine Maint	844.97	1,621.73	3,000.00	1,378.27	45.94%
6805	Operations Repairs	7,411.57	7,930.55	6,500.00	(1,430.55)	(22.01)%
6810	Operations Inspecting/Testing	0.00	204.00	400.00	196.00	49.00%
6815	Operations Facilities	138.15	164.46	1,000.00	835.54	83.55%
6820	Operations Tools Equipment	96.46	170.58	2,000.00	1,829.42	91.47%
6825	Operations Uniforms	0.00	562.37	720.00	157.63	21.89%
6830	Operations Safety Equipment	0.00	273.63	900.00	626.37	69.60%
6837	Water Standby Purchase	0.00	2,463.00	2,463.00	0.00	0.00%
	Total Expense Categories	<u>71,143.93</u>	<u>277,980.08</u>	<u>569,669.81</u>	<u>291,689.73</u>	<u>51.20%</u>
	Net Surplus/(Deficit)	<u>(16,978.10)</u>	<u>(63,980.02)</u>	<u>81,230.19</u>	<u>(145,210.21)</u>	<u>(178.76)%</u>
	Master Plan Expenses					
0059	Hwy 18 Pipeline	0.00	0.00	420,000.00	420,000.00	100.00%
0062	Pine Ridge	0.00	0.00	18,500.00	18,500.00	100.00%
0066	Snowblower	0.00	300.00	0.00	(300.00)	0.00%
0070	Dewatering Pump	0.00	0.00	2,000.00	2,000.00	100.00%
0072	23-24 Main Repl Equip	0.00	0.00	3,000.00	3,000.00	100.00%
0073	Pump Sta Fence	0.00	882.18	3,200.00	2,317.82	72.43%
0075	Water Equip. Lease	0.00	0.00	12,440.05	12,440.05	100.00%
0076	Hydrant Testing Equip.	0.00	3,462.00	0.00	(3,462.00)	0.00%
	Total Master Plan Expenses	<u>0.00</u>	<u>4,644.18</u>	<u>459,140.05</u>	<u>454,495.87</u>	<u>98.99%</u>

Arrowbear Park County Water District

Statement of Revenues and Expenditures

Sewer

From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Year Actual	Total Budget \$	Total Budget \$ Variance	Percent Total Budget Remaining
Income Categories					
4000	Sales And Fees	44,007.68	176,030.72	532,000.00	(355,969.28) (66.91)%
5000	Property Taxes	0.00	0.00	5,200.00	(5,200.00) (100.00)%
5005	Standby Charges	0.00	4,009.10	75,000.00	(70,990.90) (94.65)%
5010	Interest Income	1,740.17	3,295.01	2,400.00	895.01 37.29%
5015	Late Charge Income	705.91	2,609.68	6,500.00	(3,890.32) (59.85)%
5020	Grant Income	0.00	0.00	500.00	(500.00) (100.00)%
5030	Other Adjustment	166.98	355.46	400.00	(44.54) (11.13)%
5035	Other Fees Charges	285.00	1,626.81	6,500.00	(4,873.19) (74.97)%
	Total Income Categories	46,905.74	187,926.78	628,500.00	(440,573.22) (70.10)%
Expense Categories					
6000	Salaries Wages Mgmt	4,153.68	32,994.74	33,657.35	662.61 1.97%
6005	Salaries Wages Office Reg	2,840.83	8,465.86	20,692.04	12,226.18 59.09%
6010	Salaries Wages Office Ot	0.00	0.00	357.82	357.82 100.00%
6015	Salaries Wages Field Reg	7,171.09	22,745.25	73,207.36	50,462.11 68.93%
6020	Salaries Wages Field Ot	812.51	3,065.29	8,193.48	5,128.19 62.59%
6035	Payroll Taxes	1,253.23	5,154.88	10,696.31	5,541.43 51.81%
6100	Benefits Retirement	900.44	3,649.70	13,010.96	9,361.26 71.95%
6105	Benefits Dental Insurance	236.19	818.31	2,328.43	1,510.12 64.86%
6110	Benefits Health Ins Active	2,939.50	9,932.20	29,642.80	19,710.60 66.49%
6115	Benefits Health Ins Retired	1,445.56	5,782.24	14,961.54	9,179.30 61.35%
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	94.98	200.00	105.02 52.51%
6200	Director Fees	1,527.64	1,527.64	3,712.98	2,185.34 58.86%
6205	Director Training Conference	0.00	0.00	50.00	50.00 100.00%
6210	Board Misc	8.71	52.03	100.00	47.97 47.97%
6300	Prof Svcs Legal	0.00	3,478.60	750.00	(2,728.60) (363.81)%
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	4,255.00	8,818.24	11,220.00	2,401.76 21.41%
6320	Prof Svcs Dues Membership Fees	1,023.75	1,232.36	2,650.00	1,417.64 53.50%
6325	Prof Svcs Bank Fees Charges	680.30	2,897.45	4,680.00	1,782.55 38.09%
6330	Prof Svcs Regulatory Fees	0.00	755.65	3,000.00	2,244.35 74.81%
6340	Prof Svcs Computer Network	623.40	719.57	1,150.00	430.43 37.43%
6345	Prof Svcs Misc	48.75	577.32	720.00	142.68 19.82%
6400	Office Supplies	63.81	244.44	300.00	55.56 18.52%
6405	Office Printing	25.42	133.35	400.00	266.65 66.66%
6410	Office Postage	1,590.12	1,651.82	3,120.00	1,468.18 47.06%
6415	Office Software Computer	0.00	137.25	100.00	(37.25) (37.25)%
6420	Office Equipment/Furniture	0.00	0.00	100.00	100.00 100.00%
6425	Office Misc	0.00	0.00	50.00	50.00 100.00%
6500	Insurance Workers Comp	0.00	9,276.14	10,513.79	1,237.65 11.77%
6505	Insurance Property Liability Vehicle	37.50	12,233.10	16,400.00	4,166.90 25.41%
6600	Vehicle Maintenance	0.00	324.97	2,200.00	1,875.03 85.23%
6605	Vehicle Fuel	383.38	1,402.39	4,400.00	2,997.61 68.13%
6700	Utility Phone Internet	165.41	695.54	1,750.00	1,054.46 60.25%

Arrowbear Park County Water District

Statement of Revenues and Expenditures

Sewer

From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Year Actual	Total Budget \$	Total Budget \$ Variance	Percent Total Budget Remaining
6705 Utility Gas	29.81	102.55	1,900.00	1,797.45	94.60%
6710 Utility Electric Facilities	31.40	262.74	450.00	187.26	41.61%
6715 Utility Electric Pumping	488.84	3,275.11	8,500.00	5,224.89	61.47%
6720 Utility Security	68.25	136.50	439.00	302.50	68.91%
6800 Operations Routine Maint	0.00	425.62	500.00	74.38	14.88%
6805 Operations Repairs	200.30	200.30	500.00	299.70	59.94%
6810 Operations Inspecting/Testing	0.00	0.00	17,000.00	17,000.00	100.00%
6815 Operations Facilities	57.61	68.57	600.00	531.43	88.57%
6820 Operations Tools Equipment	184.80	234.20	1,400.00	1,165.80	83.27%
6825 Operations Uniforms	0.00	304.20	480.00	175.80	36.63%
6830 Operations Safety Equipment	0.00	181.89	600.00	418.11	69.69%
6835 Operations Treatment	<u>21,425.00</u>	<u>85,700.00</u>	<u>235,000.00</u>	<u>149,300.00</u>	<u>63.53%</u>
Total Expense Categories	<u>54,672.23</u>	<u>229,752.99</u>	<u>553,583.86</u>	<u>323,830.87</u>	<u>58.50%</u>
Net Surplus/(Deficit)	<u>(7,766.49)</u>	<u>(41,826.21)</u>	<u>74,916.14</u>	<u>(116,742.35)</u>	<u>(155.83)%</u>
Master Plan Expenses					
0044 RS Treatment Plant	8,922.00	35,688.00	123,370.00	87,682.00	71.07%
0066 Snowblower	0.00	200.00	0.00	(200.00)	0.00%
0071 Trash Pump	0.00	0.00	2,000.00	2,000.00	100.00%
0074 Sewer Equip. Lease	<u>0.00</u>	<u>0.00</u>	<u>57,143.23</u>	<u>57,143.23</u>	<u>100.00%</u>
Total Master Plan Expenses	<u>8,922.00</u>	<u>35,888.00</u>	<u>182,513.23</u>	<u>146,625.23</u>	<u>80.34%</u>

Arrowbear Park County Water District

Statement of Revenues and Expenditures

Fire

From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Year Actual	Total Budget \$	Total Budget \$ Variance	Percent Total Budget Remaining
Income Categories					
4020	Paid Call From Other Agencies	0.00	0.00	30,000.00	(30,000.00) (100.00)%
5000	Property Taxes	0.00	5,262.08	332,000.00	(326,737.92) (98.42)%
5010	Interest Income	1,044.09	1,976.97	3,600.00	(1,623.03) (45.08)%
5020	Grant Income	0.00	0.00	30,000.00	(30,000.00) (100.00)%
5035	Other Fees Charges	248.54	1,069.04	20,000.00	(18,930.96) (94.65)%
	Total Income Categories	<u>1,292.63</u>	<u>8,308.09</u>	<u>415,600.00</u>	<u>(407,291.91) (98.00)%</u>
Expense Categories					
6000	Salaries Wages Mgmt	6,847.26	31,305.31	64,845.79	33,540.48 51.72%
6005	Salaries Wages Office Reg	1,419.83	4,230.98	12,415.22	8,184.24 65.92%
6010	Salaries Wages Office Ot	0.00	0.00	214.69	214.69 100.00%
6025	Salaries Wages Coverage	7,450.00	24,087.50	93,080.00	68,992.50 74.12%
6035	Payroll Taxes	685.59	2,713.35	6,097.32	3,383.97 55.50%
6100	Benefits Retirement	178.30	29,037.54	30,748.42	1,710.88 5.56%
6105	Benefits Dental Insurance	69.54	202.32	531.13	328.81 61.91%
6110	Benefits Health Ins Active	752.06	2,095.34	5,561.24	3,465.90 62.32%
6115	Benefits Health Ins Retired	722.78	2,891.15	8,976.92	6,085.77 67.79%
6118	CEPPT Trust	0.00	0.00	3,000.00	3,000.00 100.00%
6120	Training	174.76	632.45	5,000.00	4,367.55 87.35%
6200	Director Fees	763.82	763.82	2,227.79	1,463.97 65.71%
6205	Director Training Conference	0.00	0.00	30.00	30.00 100.00%
6210	Board Misc	5.22	31.19	60.00	28.81 48.02%
6300	Prof Svcs Legal	1,359.20	3,446.36	750.00	(2,696.36) (359.51)%
6305	Prof Svcs Accounting	0.00	0.00	420.00	420.00 100.00%
6315	Prof Svcs Audit	4,255.00	8,669.76	11,220.00	2,550.24 22.73%
6320	Prof Svcs Dues Membership Fees	613.65	1,023.67	3,480.00	2,456.33 70.58%
6325	Prof Svcs Bank Fees Charges	47.67	270.32	650.00	379.68 58.41%
6340	Prof Svcs Computer Network	0.00	57.69	4,645.00	4,587.31 98.76%
6345	Prof Svcs Misc	190.00	829.37	4,900.00	4,070.63 83.07%
6400	Office Supplies	9.90	1,136.74	955.00	(181.74) (19.03)%
6405	Office Printing	15.26	80.03	340.00	259.97 76.46%
6410	Office Postage	0.00	0.00	55.00	55.00 100.00%
6415	Office Software Computer	0.00	369.87	560.00	190.13 33.95%
6420	Office Equipment/Furniture	0.00	812.36	750.00	(62.36) (8.31)%
6425	Office Misc	0.00	72.16	180.00	107.84 59.91%
6500	Insurance Workers Comp	0.00	15,274.39	15,447.52	173.13 1.12%
6505	Insurance Property Liability Vehicle	22.50	15,036.50	19,965.00	4,928.50 24.69%
6600	Vehicle Maintenance	0.00	591.70	14,600.00	14,008.30 95.95%
6605	Vehicle Fuel	99.09	2,292.52	6,500.00	4,207.48 64.73%
6700	Utility Phone Internet	176.67	1,122.17	2,750.00	1,627.83 59.19%
6705	Utility Gas	11.16	34.42	7,500.00	7,465.58 99.54%
6710	Utility Electric Facilities	289.20	2,127.91	4,970.00	2,842.09 57.18%
6720	Utility Security	120.75	241.50	741.00	499.50 67.41%
6800	Operations Routine Maint	0.00	0.00	250.00	250.00 100.00%
6810	Operations Inspecting/Testing	380.25	4,699.81	6,000.00	1,300.19 21.67%
6815	Operations Facilities	34.49	777.90	2,500.00	1,722.10 68.88%
6820	Operations Tools Equipment	0.00	23.49	2,500.00	2,476.51 99.06%

Arrowbear Park County Water District

Statement of Revenues and Expenditures

Fire

From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Year Actual	Total Budget \$	Total Budget \$ Variance	Percent Total Budget Remaining
6825 Operations Uniforms	750.00	1,912.52	4,800.00	2,887.48	60.16%
6830 Operations Safety Equipment	0.00	819.83	12,000.00	11,180.17	93.17%
6840 Operations Medical Supplies	0.00	355.71	3,000.00	2,644.29	88.14%
6845 Operations Dispatching	0.00	5,516.35	8,050.00	2,533.65	31.47%
6850 Operations Fire Prevention Weed Abatement	0.00	0.00	4,300.00	4,300.00	100.00%
Total Expense Categories	<u>27,443.95</u>	<u>165,586.00</u>	<u>377,567.04</u>	<u>211,981.04</u>	<u>56.14%</u>
Net Surplus/(Deficit)	<u>(26,151.32)</u>	<u>(157,277.91)</u>	<u>38,032.96</u>	<u>(195,310.87)</u>	<u>(513.53)%</u>
Master Plan Expenses					
0000 No Project Related	0.00	245.65	0.00	(245.65)	0.00%
0003 2016 Engine Lease Payments	0.00	0.00	48,528.01	48,528.01	100.00%
0013 Radios	0.00	0.00	35,000.00	35,000.00	100.00%
0063 Station Modifications	<u>3,250.00</u>	<u>16,183.45</u>	<u>17,500.00</u>	<u>1,316.55</u>	<u>7.52%</u>
Total Master Plan Expenses	<u>3,250.00</u>	<u>16,429.10</u>	<u>101,028.01</u>	<u>84,598.91</u>	<u>83.74%</u>

Status Report of Employee's Accumulated Days of Sick Leave & Vacation
Month of October 2023

Payroll End Dates: 9/30/23 10/14/23 9/30/23 10/14/23 9/30/23 10/14/23 9/30/23 10/14/23 9/30/23 10/14/23

	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	
Ben	10.33	3.69	3.69			17.71	4.31	1.54	1.54			7.39							Ben
Jason	490.37	3.69	3.69		8.00	489.75	216.07	5.54	5.54			227.15	39.920	0.750		1.000	20.000	19.670	Jason
Caroline	201.51	3.69	3.69		2.75	206.14	100.66	4.62	4.62			109.9	28.750	4.500				33.250	Caroline
Logan	47.78	3.69	3.69	16.00		39.16	26.73	1.54	1.54			29.81	39.375	3.750	4.875	8.000	0.000	40.000	Logan
Tim	50.04	3.69	3.69		3.50	53.92	24.64	1.54	1.54			27.72	37.500	9.000	1.500	8.500	8.250	30.750	Tim

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

October 2023

#	DATE	METER #	ADDRESS	SVC	NOTES
1	10/01/23	0864	Ridge	1	
2	10/05/23	0476	Lone Pine	2	Installed anti-tampering device
3	10/06/23	0979	Fern	6	Install clamp to repair line
4	10/13/23	0142	Keater	1	
5	10/13/23	0960	Deerlick	2	
6	10/16/23	0302	Robin Spur	1	
7	10/17/23	0090	Blue Jay	3	Cust. hit District line
8	10/19/23	0681	Robin	3	Meter gaskets leaking
9	10/19/23	0979	Birch	6	Repaired service line leak
10	10/20/23	0212	Deerlick	1	
11	10/24/23	0978	Fir - Sewer	8	Remove obstruction, hydro-washed
12	10/25/23	0984	Sierra View	3	Install a 1" meter
13	10/27/23	0538	Deerlick	1	
14	10/27/23	0526	Deerlick	1	
15	10/27/23	0979	Music Camp	6	Leak in poly service line
16	10/31/23	0978	Hilltop	8	Clean out sewer in front of Victoria's

SVC	DESCRIPTION	CALLS	ADDITIONAL INFORMATION	
1	Customer requested turn off/on	6	New Owners.	5
2	District initiated shut off (leak, etc.)	2	Liens filed	0
3	District equipment repair	3	Liens Released	1
4	Meter reads/re-reads	0	Total Liens	8
5	Main Repairs	0	Shut off notices	51
6	Service Line Repairs	3	Non-payment shut offs	9
7	Customer Inquiry Requiring Investigation	0	Turn on after shut off	11
8	Sewer Issues/Repairs	2	Meters replaced	2
	Total Calls	16		

SUMMARY OF CALLS - OCTOBER 2023

Date	Incident Type	Area	District	Out	Avail	Time	Personnel										Total				
10/02/23	MEDICAL	ABL	IN	20:31	21:02	0:31	200														1
10/03/23	SMOKE CHECK	ABL	IN	18:27	18:38	0:11	202														1
10/04/23	TC	ABL	IN	11:43	12:17	0:34	192														1
10/05/23	SMOKE CHECK	ABL	IN	18:17	18:33	0:16	198	204													2
10/07/23	ILLEGAL FIRE	ABL	IN	18:27	18:30	0:03	193	147													2
10/07/23	ILLEGAL FIRE	ABL	IN	20:53	21:03	0:10	193	147													2
10/08/23	MEDICAL	ABL	IN	14:49	15:08	0:19	147	200													2
10/11/23	MEDICAL	ABL	IN	4:59	6:11	1:12	199														1
10/12/23	MEDICAL	ABL	IN	11:36	12:06	0:30	198	204													2
10/13/23	FIRE ALARM	ABL	IN	20:51	21:13	0:22	185	167													2
10/16/23	MEDICAL	ABL	IN	17:54	18:13	0:19	200														1
10/20/23	MEDICAL	ABL	IN	12:45	13:14	0:29	185	200													2
10/21/23	PA	ABL	IN	11:39	11:54	0:15	193	177													2
10/24/23	MEDICAL	ABL	IN	12:57	13:24	0:27	202														1
10/26/23	MEDICAL	ABL	IN	19:42	20:21	0:39	204	140													2
10/27/23	PA FLOODING	ABL	IN	12:52	13:00	0:08	185	167													2
10/27/23	MEDICAL	ABL	IN	19:40	20:28	0:48	185	167													2
10/28/23	MEDICAL	ABL	IN	10:57	11:33	0:36	193	200	147												3
10/29/23	MEDICAL	ABL	IN	5:15	5:44	0:29	147	200													2

Total Calls:	19	169 Paul Lindley	0	189 Tyler Tran	0
Total in District:	19	140 Rick Mesa	1	192 Ryan Brewart	1
Total Out of District:	0	146 Ryan Dorsett	0	193 Joyce Mekchai	4
		147 Nick Novelich	5	198 Max Taylor	2
		148 Keith Ortiz	0	199 Freddie Rodriguez	1
		167 Josue Macuil	3	200 Zachary Kim	6
		177 Tim Richard	1	202 Joseph Carpenter	2
		185 Blake Matthews	4	204 Diane Waters	3

October 2023

◀ Sep 2023

Nov 2023 ▶

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
Kim	Kim Lindley	Carpenter	Brewart	Taylor Waters	Macuil Matthews	Mekchai
8	9	10	11	12	13	14
Kim	Kim Lindley	Carpenter Mesa	Rodriguez	Taylor Waters	Macuil Matthews	Mekchai Mesa
15	16	17	18	19	20	21
Ortiz	Kim Lindley	Carpenter Mesa	Brewart Rodriguez	Taylor Waters	Macuil Matthews	Mekchai
22	23	24	25	26	27	28
Mesa	Kim Lindley	Carpenter Mesa	Brewart Rodriguez Taylor	Mesa Waters	Macuil Matthews	Mekchai Novelich
29	30	31				
Kim Novelich	Lindley	Carpenter				

- 12-Station
- 24-Station
- 12-Avail.
- 24-Avail.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is effective as of January 1, 2024, between the **ARROWBEAR PARK COUNTY WATER DISTRICT**, (“**DISTRICT**”) a public agency and controlling entity for the **ARROWBEAR LAKE FIRE DEPARTMENT**, (“**APCWD/ALFD**”), and **Mr. Paul L. Lindley**, an individual (“**PART-TIME EMPLOYEE**”). **APCWD/ALFD** and **PART-TIME EMPLOYEE** are sometimes collectively referred to herein as the “**PARTIES**.”

AGREEMENT

In consideration of the mutual promises and conditions in this Agreement, the **PARTIES** agree as follows:

1. **Duties and Authority.** **APCWD/ALFD** shall employ **PART-TIME EMPLOYEE** as the Part-time Fire Chief of **ARROWBEAR LAKE FIRE DEPARTMENT**, with full power and authority to perform all of the duties set forth in applicable law, **APCWD/ALFD** ordinances, resolutions and/or pursuant to actions of the Board of Directors taken from time-to-time, and shall include any and all existing and hereafter adopted applicable laws, rules, regulations, and guidelines of **APCWD/ALFD**, the State of California, and/or other agencies having jurisdiction within or over **APCWD/ALFD**. **PART-TIME EMPLOYEE'S** qualifications and duties are enumerated in the **ALFD** Standard Operating Policy Handbook, Policy #2870 and are incorporated into this agreement. Duties shall include, but shall not be limited to, supervising **ALFD** personnel, attending to **ALFD** financial matters, attending meetings of the Board of Directors, supervising the administration of operations of **ALFD**, and managing and conducting business of **ALFD**, subject to policies set by the Board of Directors. In addition, **PART-TIME EMPLOYEE** shall perform any special duties assigned or delegated to him by the **APCWD** General Manager and **APCWD** Board of Directors. In addition, during the term of this Agreement, **PART-TIME EMPLOYEE** will select one to two firefighters that he believes have the potential to obtain the necessary certifications to become a battalion chief. **PART-TIME EMPLOYEE's** recommendations on this matter shall be forwarded in writing to the General Manager, who will provide time and resources for the employees to obtain the necessary training and certifications.

2. **Restrictions on Outside Employment and Business Activities.** During this employment, **PART-TIME EMPLOYEE** shall comply with the **APCWD** Policy #2240 governing Outside Employment and Policy #1020 Conflict of Interest and shall not, without **APCWD's** prior written consent, render to others, services of any kind for compensation or engage in any other business activity that would interfere with the performance of his duties under this Agreement. Exception is granted for **PART-TIME EMPLOYEE'S** current employment as of the date of this agreement provided the current employment does not create a conflict of interest.

3. **Term of Employment.** Subject to negotiated extensions or earlier termination as provided for in this Agreement, **PART-TIME EMPLOYEE** shall be employed for a five-year term beginning on January 1, 2024 and ending on December 31, 2029.

4. **Extension of Term of Employment.** The term of employment provided for in Paragraph 3 above may be extended by mutual agreement of the **PARTIES**. Negotiations to extend the term of this Agreement shall commence at the request of either **PARTY** made on or before the beginning

of the third (3rd) month prior to the termination date provided for in Paragraph 3. Negotiations shall commence as soon as possible after such request, and shall be completed no less than 30 days before expiration of the Agreement. Negotiations shall be conducted by the **PARTIES** in good faith, and each **PARTY** shall deal with the other fairly. Neither **PARTY** shall make arbitrary or capricious demands during negotiations. The **PARTIES** acknowledge and agree that, despite their best efforts, mutual agreements to extend the term of the Agreement may not be achieved. In such event, this Agreement shall terminate on the date provided for in Paragraph 3 above.

5. **Place of Employment.** Unless the **PARTIES** agree otherwise in writing, during the employment term **PART-TIME EMPLOYEE** shall perform the services he is required to perform under this Agreement at **APCWD/ALFD'S** offices, located in Arrowbear Lake, California; provided, however, that **APCWD/ALFD** may, from time-to-time, require **PART-TIME EMPLOYEE** to travel temporarily to other locations attending meetings and/or classes and represent the **APCWD/ALFD** to improve/maintain relationships and partnerships for the benefit of **APCWD/ALFD**.

6. **Salary.** **APCWD/ALFD** shall pay a basic salary to **PART-TIME EMPLOYEE** at the rate of Thirty-Six Thousand Dollars (\$36,000.00) per year, payable in bi-weekly installments of One Thousand Three Hundred Eighty-Four Dollars and Sixty-Once Cents (\$1,384.61) to be paid on **APCWD/ALFD'S** biweekly pay period cycles, and subject to appropriate withholdings. Should this Agreement be terminated other than on the end of a biweekly pay period, the compensation shall be prorated for that pay period.

Salary and compensation is governed by Policy #2150.60.1. *Board Approved Part-time Fire Chief. A part-time (less than 980 hours per calendar year), contract, salaried, Fire Chief, appointed by the General Manager will be compensated at the Board Approved Salary Range. The Part-time Fire Chief will not be eligible for additional compensation for District coverage or for unreimbursed paid call firefighting. The Part-time Fire Chief will be eligible for additional compensation for calls and drills as well as 100% of the compensation reimbursed to the Fire Department from outside agencies. Time spent in outside agency service must fall within the maximum total allowable hours of the part-time position (less than 980 hours per calendar year).*

The basic salary payable to **PART-TIME EMPLOYEE** under this paragraph (the "Basic Salary") shall be subject to a cost-of-living increase as provided in **APCWD/ALFD'S** Policy Handbook, Policy 2150.25.1.

a. **PART-TIME EMPLOYEE** may, at his option, require that such portion of said salary as he may designate be put into tax-sheltered investments as deferred income.

b. The parties have agreed to utilize the partial exemption contained in Section 7(k) of the Fair Labor Standards Act. Therefore, **PART-TIME EMPLOYEE** shall only be paid overtime if he works more than 212 hours in a 28-day period. The 28-day period shall begin on January 1, 2024. **PART-TIME EMPLOYEE** must have approval from the General Manager prior to working more than 212 hours in a 28-day period. It is the parties' intent that **PART-TIME EMPLOYEE'S** salary is meant to compensate him for up to 37 hours of work in each bi-weekly pay period. **PART-TIME EMPLOYEE** must have approval from the General Manager prior to working more than 37 hours in the bi-weekly pay period. Additional time (over the compensated 37 hours) spent with Fire Department is done as voluntary service with no expectation of additional compensation.

c. In accordance with the requirements of Government Code Section 53243, any salary paid to **PART-TIME EMPLOYEE** shall be fully reimbursed to **APCWD** if **PART-TIME EMPLOYEE** is convicted of a crime involving an abuse of his position.

7. **Hours of Work and Reporting.** As a part-time, salaried employee, **PART-TIME EMPLOYEE'S** salary is compensation for up to 962 hours of work per year. **PART-TIME EMPLOYEE** is granted the discretion of determining when he/she performs the work; provided the work, duties, goals, and responsibilities of **ALFD** are being met as determined by the General Manager and the **APCWD** Board of Directors. **PART-TIME EMPLOYEE** shall submit a bi-weekly timecard to the District Office, documenting the hours worked (up to the allowable 37 hours per bi-weekly pay period) as well as the sick leave hours taken. The timecard will be submitted on the Monday following the end of the bi-weekly pay period.

8. **Additional Benefits.** During the employment term, the part-time, salaried **PART-TIME EMPLOYEE** **shall not** be entitled to receive additional benefits of employment available to **APCWD/ALFD'S** full-time employees. **PART-TIME EMPLOYEE** shall only be entitled to benefits explicitly set forth in this Agreement.

a. **PART-TIME EMPLOYEE** **shall** be entitled to forty (40) hours of compensated sick leave in each contract year, to be taken, as necessary throughout the year. Such sick leave will not accrue from contract year to contract year. Compensated sick leave has no accrued cash value and is not paid out upon termination of employment.

9. **Expenses.** During the employment term, **APCWD/ALFD** shall reimburse **PART-TIME EMPLOYEE** for reasonable out-of-pocket expenses incurred in connection with **APCWD/ALFD'S** business, including travel expenses, food, and lodging while away from home, subject to such policies as **APCWD/ALFD** may from time-to-time reasonably establish for its employees. **PART-TIME EMPLOYEE** shall also be entitled to reasonable reimbursement for attendance at conventions, conferences, annual meetings and seminars which are appropriate to the goals of **APCWD/ALFD**; provided there is prior General Manager or Board approval. All reimbursement of expenses shall be made on the basis of itemized statements to which shall be attached actual bills, receipts, or other evidence of approved expenditures. **PART-TIME EMPLOYEE** shall not be reimbursed for any expenses in excess of those authorized by this Agreement unless approved in advance by the General Manager or the Board of Directors of **APCWD**, in writing.

10. **Automobile Allowance.** During the employment term, **APCWD/ALFD** shall furnish to **PART-TIME EMPLOYEE** a motor vehicle owned by **APCWD/ALFD** during the course business for the purpose of conducting official department business and the purpose of responding to major and catastrophic incidents for mitigation. **PART-TIME EMPLOYEE'S** use of **APCWD/ALFD** vehicles shall conform to **APCWD/ALFD'S** policies governing the use of vehicles. **PART-TIME EMPLOYEE** will utilize the District's fuel credit card for his District vehicle when utilizing the vehicle for District purposes. In the event **PART-TIME EMPLOYEE** uses his personal vehicle on **APCWD/ALFD** business, **APCWD/ALFD** shall reimburse **PART-TIME EMPLOYEE** at the then-current IRS rate for reimbursement of mileage.

11. **Uniform Allowance.** During the employment term, **APCWD/ALFD** will provide to **PART-TIME EMPLOYEE** an annual \$300.00 uniform allowance.

12. **Indemnification by APCWD/ALFD.** **APCWD/ALFD** shall defend, as required by applicable law and with counsel of **APCWD/ALFD'S** choice, and indemnify and hold **PART-TIME EMPLOYEE** harmless against any and all expenses, reasonable attorneys' fees, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any and all claims, liabilities, losses, demands, actions, obligations or causes of action, whether in tort or contract arising out of an act or omission occurring within the scope of **PART-TIME EMPLOYEE'S** employment as an **PART-TIME EMPLOYEE** of **APCWD/ALFD**. The provisions of this Paragraph shall survive the termination of this

Agreement.

Funds provided to **PART-TIME EMPLOYEE** for the legal criminal defense of **PART-TIME EMPLOYEE** shall be reimbursed to **APCWD/ALFD** if **PART-TIME EMPLOYEE** is convicted of a crime involving an abuse of his position, as required by Government Code Section 53243.1.

13. Termination of Agreement.

a. **Termination for Cause.** **APCWD/ALFD** may terminate this Agreement at any time if **PART-TIME EMPLOYEE** commits any material act of dishonesty; discloses confidential information; is guilty of gross carelessness; has conducted themselves in a manner unbecoming of a chief officer; or unjustifiably neglects his duties under this Agreement and where any of these acts has a direct, substantial, and adverse effect on **APCWD/ALFD'S** finances, financial ability or position; or has a direct, substantial, and adverse effect on **APCWD/ALFD'S** reputation.

b. **Termination on Resignation.** **PART-TIME EMPLOYEE** may terminate this Agreement by giving **APCWD/ALFD** at least 90 days' (or more if possible) prior written notice of resignation.

c. **Termination on Disability.** If, at the end of any calendar month during the initial term or any renewal term of this Agreement, **PART-TIME EMPLOYEE** is and has been unable for four (4) consecutive full calendar months then ending (including sick leave), or for eighty percent (80%) or more of the normal working days during the six (6) consecutive full calendar months then ending (including sick leave), due to mental or physical illness or injury, to perform his duties under this Agreement in his normal and regular manner, this Agreement shall then be terminated. **APCWD/ALFD** has advised **PART-TIME EMPLOYEE** that it currently maintains disability insurance for its employees, including **PART-TIME EMPLOYEE**. During the term of this Agreement, **APCWD/ALFD** shall maintain disability insurance covering **PART-TIME EMPLOYEE** on terms and conditions no less favorable than the terms and conditions in effect at the date of this Agreement. If and to the extent that **PART-TIME EMPLOYEE** receives payments in respect of such disability insurance during the period in which **APCWD/ALFD** is obligated to make payments concerning disability compensation, **APCWD/ALFD** shall be relieved of the obligation to make such payments to **PART-TIME EMPLOYEE** to the extent of the amounts so received by **PART-TIME EMPLOYEE**, but, except as so qualified, **APCWD/ALFD'S** obligations to make such payments shall continue in full.

d. **Termination on Death.** If **PART-TIME EMPLOYEE** dies during the initial term or during any renewal term of this Agreement, this Agreement shall be terminated on the last day of the calendar month of his death.

e. **Dissolution of the District or Department.** This Agreement may be terminated by any voluntary or involuntary dissolution of **APCWD/ALFD** for any reason. In the event **APCWD/ALFD** joins a JPA or contracts services with another fire services agency, **APCWD/ALFD** will endeavor to negotiate a comparable employment agreement for a comparable position.

14. Miscellaneous Provisions.

a. **Integration.** This Agreement contains the entire agreement between the **PARTIES** and supersedes all prior oral and written agreements, understandings, commitments, and practices between the **PARTIES**, including all prior employment agreements, whether or not fully performed by **PART-TIME EMPLOYEE** before the date of this Agreement. No amendments to this Agreement may be made except by a writing signed by the **PARTIES**.

b. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances it shall nevertheless remain in full force and effect in all other circumstances.

c. **Evaluation of Performance.** APCWD/ ALFD may, by and through its General Manager, evaluate the performance of **PART-TIME EMPLOYEE**. Such evaluations may be used as a basis for determining extension of the agreement. Each evaluation may establish performance goals and objectives, as appropriate.

d. **Arbitration.** Any dispute which may arise by and between APCWD/ALFD and **PART-TIME EMPLOYEE** shall be submitted to binding arbitration. Arbitration shall be conducted by the Judicial Arbitration and Mediation Services, Inc. ("JAMS"), in accordance with its rules that are in effect at the time of the commencement of the arbitration proceeding, and as set forth in this Paragraph.

PART-TIME EMPLOYEE and APCWD/ALFD agree that arbitration shall be the exclusive forum for resolving these disputes; provided, however, that either party may request provisional relief from a court of competent jurisdiction, as provided in California Code of Civil Procedure Section 1281.81. **PART-TIME EMPLOYEE** and APCWD/ALFD agree to submit any covered claim to binding arbitration pursuant to the provisions of the Federal Arbitration Act, 9 U.S.C. section 1, et seq. (or any successor or replacement statutes).

Claims must be filed within one year of the date the dispute first arose, or within one year of the termination of employment, whichever occurs first; provided, however, that if the **PART-TIME EMPLOYEE'S** or APCWD/ALFD'S claim arises under a statute providing for a longer time to file a claim, that statute shall govern. Failure to timely file a claim shall constitute waiver of any right to raise said claim in any forum. Any demand for arbitration must be in writing.

Arbitration shall be conducted before a single arbitrator. The arbitrator must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws.

Following a hearing conducted by the arbitrator, in a manner to be determined as mutually agreed to by the parties and/or by the arbitrator, the arbitrator shall issue a written opinion and award which shall be signed and dated. The arbitrator's opinion and award shall decide all issues submitted and shall set forth the legal principles supporting each part of the opinion. The arbitrator shall be permitted to award only those remedies in law or equity which are requested by the parties and which the arbitrator determines to be supported by the credible, relevant evidence. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The award of the arbitrator shall be binding, final and unappealable.

PART-TIME EMPLOYEE and APCWD/ALFD shall each bear their own costs for legal representation at any such arbitration. The cost of the arbitrator and other incidental costs of arbitration that would not be incurred in a court proceeding shall be borne by APCWD/ALFD.

Discovery may be conducted in the arbitration proceeding pursuant to Section 1283.05 of the Code of Civil Procedure.

The **PART-TIME EMPLOYEE** and APCWD/ALFD hereby agree that this arbitration section shall survive the termination of the **PART-TIME EMPLOYEE'S** employment.

Both the **PART-TIME EMPLOYEE** and APCWD/ALFD understand that by using arbitration to

resolve disputes they are giving up any right that they may have to a judge or jury trial with regard to all issues concerning employment, except as specifically provided herein.

Unless the **PARTIES** stipulate to the contrary, prior to the appointment of the arbitrator all disputes shall first be submitted to non-binding mediation, conducted by JAMS, in accordance with its rules and procedures for such mediation. This Arbitration Agreement shall not apply to claims for workers' compensation or unemployment insurance benefits.

e. Agreement is Binding. This Agreement shall be binding upon and inure to the benefit of **APCWD/ALFD**, its successors and assigns, and shall be binding upon **PART-TIME EMPLOYEE**, his administrators, executors, legatees, heirs, and assigns.

f. Assignment. **PART-TIME EMPLOYEE** may not assign or otherwise encumber this Agreement in whole or part. Any such attempted assignment or encumbrance shall be void.

g. Notices. Any notice to **APCWD/ALFD** required or permitted under this Agreement shall be given in writing to **APCWD/ALFD**, either by personal delivery, or by certified mail, return receipt requested, postage prepaid, to the Board of Directors of **APCWD/ALFD** at its then principal place of business. Any such notice to **PART-TIME EMPLOYEE** shall be given in a like manner and, if mailed, shall be addressed to **PART-TIME EMPLOYEE** at his home address then shown in **APCWD/ALFD'S** files. For the purpose of determining compliance with any time limit in this Agreement, a Notice shall be deemed to have been duly given (a) on the date of personal delivery, or (b) on the second business day after mailing, if mailed to the **PARTY** to whom the notice is to be given in the manner provided in this Section.

h. Waiver. The failure of either **PARTY** to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other **PARTY** shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power for all or any other times.

IN WITNESS WHEREOF, the **PARTIES** have executed this Agreement to be effective on the day and year first above written.

ARROWBEAR PARK COUNTY WATER DISTRICT
By

President, Board of Directors

Paul L. Lindley

RESOLUTION NO. 2023-11-16A

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARROWBEAR PARK COUNTY WATER DISTRICT AND THE ARROWBEAR LAKE FIRE DEPARTMENT ADOPTING A SCHEDULE OF FEES FOR THE RECOVERY OF FIRE PROTECTION, FIRE INSPECTIONS/PREVENTION, EMERGENCY MEDICAL SERVICES, TRAFFIC ACCIDENT RESPONSE, AND RESCUE SERVICES COST.

The Board of Directors of the Arrowbear Park County Water District has resolved that:

WHEREAS; Arrowbear Park County Water District (District) and the Arrowbear Lake Fire Department (Fire Department) provides fire protection, ~~emergency medical services, traffic incident response,~~ fire inspections and investigations, fire prevention services, ~~and rescue services to the businesses within the District, and to both residents within the District and to non-residents working in, visiting, or traveling through the District;~~ and

WHEREAS; The District and the Fire Department has found that emergency response activity to incidents continues to increase each year; along with additional requirements involving equipment and training, create additional demands on all operational aspects of the Fire Department; and

WHEREAS; The District and the Fire Department is authorized under Health and Safety Code Section 13916 to recover operational cost reasonably borne in providing said services; and

WHEREAS; The District and the Fire Department have made a reasonable calculation of the cost it bears in providing fire protection, ~~emergency medical services, traffic incident response,~~ fire inspections and investigations, fire prevention services, ~~and rescue services,~~ and

WHEREAS; the Board of Directors of the Arrowbear Park County Water District desires to implement a fair and equitable procedure by which to recover said costs and shall establish a billing system in accordance with applicable laws, regulations and guidelines.

NOW, THEREFORE, LET IT BE RESOLVED BY THE BOARD OF DIRECTORS OF THE ARROWBEAR PARK COUNTY WATER DISTRICT THAT THE FOLLOWING SHALL BE ADOPTED:

SECTION 1: STATUTORY AUTHORITY

This Resolution is enacted pursuant to California Health and Safety Code Sections 13910 through 13919 that provides that the District may charge a fee to cover the cost of any service which the District provides or the cost of enforcing any regulation for which the fee is charged; ~~and the California Vehicle Code (CVC 17300-17303) which allows fire departments to recover costs incurred responding to motor vehicle accidents; including response equipment and manpower to secure, cleanup and/or dispose of any hazardous waste.~~

SECTION 2: APPLICABILITY

This Resolution establishes the cost-recovery fees charged by the District and/or the Fire Department in accordance with Health and Safety Code Section 13916. By adopting this resolution, the District and/or the Fire Department are enacting user fees to recover the cost associated with providing fire protection, ~~emergency medical services, traffic incident response,~~ fire inspections and investigations, fire prevention services, ~~rescue services, replacement cost for damaged equipment, consumable supplies, and hazardous materials emergency response services as defined in Section 3.~~

SECTION 3: DEFINITIONS

A. "District" means the Arrowbear Park County Water District and its sphere of influence.

B. "Fire Department" means the Arrowbear Lake Fire Department which is a part of the Arrowbear Park County Water District.

C. ~~"Fire Protection and Emergency Response Services" means providing Fire Inspections/Fire Prevention services as the authority having jurisdiction, emergency medical services, fire suppression, response to illegal burn activities, water salvage, any and all types of rescue calls for service, special event stand-bys, hazardous materials response, and any other type of calls for service.~~

D. ~~"Hazardous Material Emergency Response Services" means services provided by the Fire Department in response to a spill of hazardous materials including, but not limited to, perimeter establishment, evacuations, donning of personal protective equipment, deploying breathing air and detection equipment, robot deployment, set-up and removal of a decontamination center, detection equipment, recovery and identification of chemical/material, disposal and environment clean-up.~~

E. ~~"Rescue" services mean services provided by the Fire Department in response to a motor vehicle accident, mine shaft rescue, water rescue, low or high angle rescue incident, confined space rescue, or any other type of incident requiring a rescue.~~

F. ~~"Damaged Equipment" means any fire apparatus, equipment carried on the fire apparatus, personal protective gear, station uniforms, and any other equipment that is damaged as a result of being used on an emergency response.~~

G. ~~"Consumable Supplies" mean any one-time use of fire supplies or emergency medical services supplies.~~

H. "Illegal Fire" means a fire intentionally or negligently set that is proximately caused because of a violation of a federal, state, or local law, including, without limitation, an arson fire and a fire set in violation of a burning ban, order, or Resolution. An illegal fire does not include a fire caused by act of nature.

I. ~~"Responsible Party" means any individual, firm, corporation, association, partnership, commercial entity, consortium, joint venture, government entity, or other legal entity that (1) receives Emergency Services or whose employee or agent receives Emergency Services; (2) is contractually required to indemnify a person or legal entity for charges related to Emergency Services, such as an insurance company; (3) any owner, tenant occupant or party in control of real and personal property from which, onto which, or related to which there is an Emergency Incident and their heirs, estates, successors and assigns and (4) any owner, tenant occupant or party in control of real and personal property that benefits from Emergency Services and their heirs, estates, successors and assigns. In circumstances where the Department provides emergency medical care and/or transport, the direct recipient of the services will constitute the responsible party. In the case of emergency medical care and/or transport being provided to a minor, the responsibility party shall be the parents or guardian of the minor. As used above, a responsible party shall be deemed to "receive" Emergency Services even when those Emergency Services are not directly rendered to the responsible party, but are rendered in relation to the responsible party. An example would be the rendering of Emergency Services in relation to a motor vehicle accident.~~

J. ~~"Stand By" means when personnel and/or resources made available and dedicated to a specific event for the purpose of providing emergency service response or other agreed upon assistance.~~

~~This does not include Department resources assigned to cover emergency responses within another jurisdiction under an established mutual aid agreement.~~

~~K. "Utility Line Failure" means the disabling of any transmission or service line, cable, conduit, pipeline, wire or the like used to provide, collect or transport water, sanitary sewage, storm sewage, electric, natural gas, communication or electronic signals (including, but not limited to, telephone, computer, cable television and stereo signals or electronic impulses) where the failure presents a threat to public health or safety.~~

SECTION 4: FIRE DEPARTMENT RESPONSE AND SERVICE FEES

~~A. Fire Department service fees to recover reasonable cost borne by the District and/or the Fire Department in providing such services to each person are established in the amounts specified in "Attachment A," attached hereto and incorporated herein.~~

~~B. Fire Department service fees shall be charged to all non-residents of the Arrowbear Park County Water District regardless of the incident requiring a response from the Fire Department.~~

C. Fire Department service fees shall be charged to all businesses regardless of location and regardless of the type of incident requiring a response from the Fire Department. Fire Department service fees may be charged to residents and/or tenants within the Arrowbear Park County Water District for any response including but not limited to an incident resulting from:

- a. A violation of any federal, state, or local laws.
- b. Gross negligence.
- c. Any intentional act resulting in a threat to life, environment, and/or property.
- d. Illegal/unauthorized burning of any substance.
- e. Nuisance calls such as, but not limited to:
 - i. Response to more than three false alarms to any location within a 30-day period.
 - ii. Response to a call to assist patient with changing adult diaper.
 - iii. Response to a call to pick up TV remote from floor.
 - iv. Lift assist more than three times a month.
 - v. Assist patient going to restroom, cleaning patient, and walking patient back to bed.
 - vi. Response to a residence to let pets outside.
 - vii. Any other type of response deemed a nuisance by the Fire Chief.
- f. Response to illegal fireworks.
- g. New building construction or remodel of existing structure(s) for purposes of plan reviews and inspections to ensure compliance with applicable codes.
- g. Annual or regularly scheduled inspections to ensure compliance with applicable codes.

~~D. The Fire Protection Service Fees shall be charged to each person or entity who receives said services provided by the District and/or the Fire Department during a single incident.~~

SECTION 5: FEE COLLECTION

~~A. The District and the Fire Department provide services as described in section 3 above to a person and/or a business, the Fire Chief, or a designee, will cause an invoice to be generated and mailed to the business and/or person who received the service and to the insurance company that provides insurance coverage for the business and/or person (the "insurer"), if the business and/or~~

person, or his or her representative, has identified to the District and/or the Fire Department the insurer to which the invoice should be mailed to.

B. This Resolution shall act as authorization for the District to receive and deposit funds received made payable to the Arrowbear Lake Fire Department into the District's bank accounts. The District, upon receipt of funds from the Fire Department service fees, shall place all funds received into a restricted account for the Fire Department to offset the cost for the purchase of personal protective equipment, radio communications equipment, fire apparatus, fire suppression equipment, fire station furnishings, computers, tablets with LTE wireless connections, computer software, stationary, kitchen utensils and supplies, bathroom supplies, and for the maintenance of all fire department apparatus, equipment, and fire station building which allows the Fire Department to deliver the required services to the District and to areas within the sphere of influence.

SECTION 6: ADMINISTRATION OF THE FEES

The Fire Chief, or designee, may delegate all or some of the tasks required for the administration of the fees to any other public agency in San Bernardino County or to a third-party cost recovery company. The administration of fees will consist of tasks including, but not limited to, tracking of applicable services provided by the District and/or the Fire Department, identification of financially responsible parties, calculation of fees to be charged, invoicing and payment collection, and the processing of waiver request and appeals.

SECTION 7: WAIVER/REFUND OF FEES:

A. This section is effective the date the ordinance is effective. In the event of a disaster, or other good cause shown to serve a public purpose, the Fire Chief may defer payment of, waive, or refund any fee set forth in this Resolution provided all of the following conditions are met:

- a. Exigent conditions exist whereby obtaining Board approval of the fee waiver/refund/deferral would not be immediately feasible; and
- b. the Fire Chief receives concurrence from the General Manager.

B. Except as otherwise provided by law, the Board of Directors, by Board action, can defer payment of, waive, or refund any fee set forth in this Resolution provided one of the following conditions is met:

- a. The service for which the fee was levied has not and will not be performed, or
- b. The fee was collected in error, or
- b. The fee would cause an undue hardship to the Responsible Party charged, or
- c. For other good cause shown, provided such waiver/refund would serve a public purpose.

SECTION 8: ANNUAL INCREASE:

All fees will be subject to an annual increase based on the percentage change in the Consumer Price Index, All Urban Consumers (All items), for the Riverside-San Bernardino-Ontario, California area, with the Standard Reference Base (1982-84=100) as published by the United States Department of Labor, Bureau of Labor Statistics. The "annual average" percentage published by the Bureau of Labor Statistics will be used to determine the maximum annual increase. This percentage, which is calculated at the end of each calendar year, is available in January following the end of the previous calendar year. However, no adjustment shall decrease any fee and no fee shall exceed the reasonable cost of providing services. If reasonable program costs exceed the maximum annual increase, an additional fee increase may be established by action of the Board of Directors. Fees will be rounded to the nearest whole dollar.

SECTION 9: NO EFFECT ON FIRE PROTECTION SERVICES

This resolution neither expands nor limits the Fire Protection Services provided by the District and/or the Fire Department. Nothing in this resolution relieves the District and/or the Fire Department from providing such services. Fire Protection and Emergency Response Services will continue to be provided without regard to whether a business and/or a person is insured by an insurer, without regard to whether a business and/or person can pay the fee(s), and without regard to whether a business and/or a person has or has not paid the fee(s) in the past.

ADOPTED this 16th day of November, 2023.

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 16th day of November, 2023 by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

Dated: November 16, 2023

ARROWBEAR PARK COUNTY WATER DISTRICT

By _____
Jeffrey M. Bunyea, President, Board of Directors

Certification of Resolution

Attest:

WITNESS MY HAND OR THE SEAL OF THE Arrowbear Park County Water District, on this 16th day of November, 2023.

Caroline Rimmer, Secretary of the Board
Arrowbear Park County Water District

ATTACHMENT A - SCHEDULE OF FEES

Burden Rate Calculation

CFAA Rate	\$	31.03	
Chief Rate	\$	46.73	
Admin Fee	\$	14.60	
SQ/UT 271	\$	27.96	
Burden Rate	\$	120.32	
Tech Fee	\$	3.96	
	\$	124.27	TOTAL FEE

Permit, Inspection, Review, & Assessment Fees

Community Risk Reduction Fire Letter	\$	248.54	Per Letter
Plan Review	\$	248.54	Minimum Rate
	\$	124.24	Per Additional Hour
Inspection (Annual or New Construction)	\$	124.24	Per Inspection
Work w/out Permit	\$	372.81	Assessed Fee
Operational Permit (2022 CFC Sec. 105)	\$	100.00	Per Permit
SB 1205 (State Mandated)	\$	248.54	Per Hour
Nuisance Responses/False Alarm (3rd Response)	\$	372.81	Assessed Fee

Emergency Response Cost Recovery Fees

Medical Aid Response	\$	62.06	Personnel (Minimum 2)
	\$	37.97	Admin Fee
	\$	61.94	BLS Squad
	\$	10.50	Restock Fee
	%	3.29	Technology Fee
	\$	178.15	TOTAL FEE
Traffic Collision Response	\$	62.06	Personnel (Minimum 2)
	\$	37.97	Admin Fee
	\$	235.40	BLS Type I Engine
	\$	10.50	Restock Fee
	%	3.29	Technology Fee
	\$	357.31	TOTAL (Per Hour)
Structure Fire Response	\$	62.06	Personnel (Minimum 2)
	\$	37.97	Admin Fee
	\$	235.40	BLS Type I Engine
	\$	10.50	Restock Fee
	\$	124.27	Fire Investigation
	\$	470.20	TOTAL (Per Hour)
Chief Officer Response	\$	46.73	Fire Chief Hourly Rate
	\$	14.60	Admin Fee
	\$	72.52	Command Vehicle
	%	3.29	Technology Fee
	\$	138.26	TOTAL (Per Hour)

RESOLUTION 2023-11-16

**ARROWBEAR PARK COUNTY WATER DISTRICT
ANNUAL RESOLUTION AUTHORIZING INVESTMENT
OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND**

WHEREAS, Pursuant to Chapter 730 of the statutes of 1976 Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Board of Directors does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein as in the best interests of the Arrowbear Park County Water District.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors does hereby authorize the deposit and withdrawal of Arrowbear Park County Water District monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for purposes of investment as stated therein, and verification by the State Treasurer’s Office of all banking information provided in that regard.

BE IT FURTHER RESOLVED, that the following Arrowbear Park County Water District officers **or their successors in office** shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

<u>Jason Weber</u> Name	<u>Caroline Rimmer</u> Name	<u>Jeffrey M. Bunyea</u> Name
<u>Field Oper. Supervisor</u> Title	<u>Board Secretary</u> Title	<u>Board President</u> Title
_____ Signature	_____ Signature	_____ Signature

ADOPTED this 16th day of November, 2023.

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 16th day of November, 2023, by the following vote:

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

Dated: February 16, 2023

ARROWBEAR PARK COUNTY WATER DISTRICT

By _____
Jeffrey M. Bunyea, President, Board of Directors

Certification of Resolution

Attest: I, Caroline Rimmer, Secretary of the Board 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 #2023-11-16.

WITNESS MY HAND OR THE SEAL OF THE Arrowbear Park County Water District, on this 16th day of November, 2023.

Caroline Rimmer, Secretary of the Board

ARROWBEAR PARK COUNTY WATER DISTRICT

Policy Handbook

POLICY TITLE: Vehicle Policy
POLICY NUMBER: 2100

2100.10 Use of District Vehicles: When an employee is authorized to use a District vehicle in the performance of District work, he/she shall only use the District vehicle for District work and/or use. District vehicles shall not be used for personal use.

2100.10.1 On-call Use: With the General Managers permission, District vehicles may be used by employees while on-call and while performing on-call duties.

2100.20 Personal Vehicle Use Cost Reimbursement: When an employee is authorized to use his/her personal vehicle in the performance of District work, he/she shall be reimbursed for the cost of said use on the basis of total miles driven and at the rate specified in the Internal Revenue Service Guidelines in effect at the time of said usage.

2100.20.1 Use of personal vehicles shall not be authorized for the performance of District work if a suitable District vehicle is available and safely operational.

2100.20.2 Every attempt shall be made to coordinate work so that District vehicles are available and operational for the performance of said work.

2100.20.3 Proof of adequate insurance covering collision, personal injury and property damage shall be required by the District of any employee using a personal vehicle in the performance of District work.

2100.20.4 Claims for reimbursement shall be submitted to the office within 30 days.

2100.20.5 *All Arrowbear Park County Water District vehicles, and Arrowbear Lake Fire Department vehicles, will have a vehicle identification number and District emblems affixed to their exterior. Affixing decals, bumper stickers or any other ornamentation to the exterior of the vehicle is strictly prohibited. Alterations to the interior of District owned vehicles is also prohibited unless otherwise given permission before hand by the General Manager. The District shall provide decals or other easily recognizable and durable forms of vehicle identification to be displayed on each District vehicle. The General Manager will be responsible for the District vehicles/equipment and the Fire Chief will be responsible for the Fire Engines/Fire Command Vehicles. All vehicles will adhere to this policy. The Board of Director's shall approve all details, including size, color and location of text. All State and Federal Laws, including NFPA code shall be followed.*

All vehicles must have two registration plates that are in good condition and correspond to the vehicle's official registration certificate. In addition, the vehicle must have an up-to-date valid state inspection sticker on the windshield.

The intent of these specifications is to maintain a uniform appearance throughout the Arrowbear Park County Water District fleet and the Arrowbear Lake Fire Department fleet, and to identify as a public utility and/or safety vehicle.

Approved and Adopted by Motion with inclusion in District Employee Handbook 3/19/2015.