

WEST VALLEY WATER DISTRICT 855 W. BASE LINE ROAD RIALTO, CA

BOARD MEETING AGENDA

THURSDAY, MAY 16, 2019 CLOSED SESSION - 6:00 PM • OPEN SESSION 7:00 PM

"In order to comply with legal requirements for posting of agendas, only those items filed with the District Secretary's office by noon, on Wednesday prior to the following Thursday meeting, not requiring departmental investigation, will be considered by the Board of Directors."

OPENING CEREMONIES

Pledge of Allegiance Opening Prayer Call to Order Roll Call of Board Members

ADOPT AGENDA

PUBLIC PARTICIPATION

Any person wishing to speak to the Board of Directors on matters listed or not listed on the agenda, within its jurisdiction, is asked to complete a Speaker Card and submit it to the District Clerk. Each speaker is limited to three (3) minutes. Under the State of California Brown Act, the Board of Directors is prohibited from discussing or taking action on any item not listed on the posted agenda. Comments related to noticed Public Hearing(s) and Business Matters will be heard during the occurrence of the item.

Public communication is the time for anyone to address the Board on any agenda item or anything under the jurisdiction of the District. No person will be allowed to make comments at any other time in the meeting except if there is a Public Hearing. Also, please remember that no disruptions from the crowd will be tolerated. If someone disrupts the meeting, they will be removed.

INFORMATION

- Water Reliability Improvement Program Update.
- Pay Near Me Project Update.
- Update on the 2018 Consumer Confidence Report.
- Customer Service Center Renovation Update
- Employee Recognition

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and will be enacted by one vote. There will be no separate discussion of these items unless a member of the Board of Directors, Staff Member, or any member of the public request a specific item(s) be removed for separate action.

Consideration of:

- 1. March 20, 2019 Special Board Meeting Minutes.
- 2. April 18, 2019 Regular Board Meeting Minutes.
- 3. Receive and File March 2019 Cash Disbursements Report.
- 4. Approval of April 2019 Purchase Order Report.
- 5. SB 669 (Caballero) Safe Drinking Water Fund Support.

BUSINESS MATTERS

Consideration of:

- **6.** Approval of payment to Albright, Yee and Schmit, APC for professional services rendered in March 2019, Invoice No. 25748: \$16,662.70.
- 7. Approval of payment to Varner & Brandt, LLP for professional services rendered in March 2019, Account No. 23767M: \$5,398.00.
- **8.** Approval of payment to Tafoya & Garcia, LLP for professional services rendered in March 2019, Invoice No. 19-003: \$32,740.90.
- **9.** Approval of payment to Leal Trejo, APC for professional services rendered in March 2019, Invoice No. 17477: \$5,795.00.

- **10.** Accounts/Signature Cards.
- **11.** LAIF Signature Card.
- **12.** Consider Sole Source Purchasing Toshiba Variable Frequency Drive from Brithinee Electric Zulzer for Well 54.
- **13.** Consider Water System Infrastructure Installation and Conveyance Agreement with Calatlantic Group, Inc for Tract 20213.
- **14.** REJECTION OF CLAIM Staff recommends that the District Board reject the following claim(s) and direct staff to send appropriate notice of rejection to claimant(s): Maria L. Farias, Eduardo Alvarado vs West Valley Water District; Claim No. 19-0473.
- **15.** Approval of Employment Agreement with Logan R. Olds for Assistant General Manager.
- **16.** Approval of Employment Agreement with Jeremiah Brosowske for Assistant General Manager.
- **17.** Amendment to Article 306 Authority to Employ, Discharge, Discipline, Promote or Advance.
- **18.** PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE Pursuant to Cal. Gov. Code Section 54957: Assistant General Manager

REPORTS - LIMITED TO 5 MINUTES MAXIMUM (Presentations or handouts must be provided to Board Members in advance of the Board Meeting).

- Board Members
- Legal Counsel
- General Manager/Staff
 - ❖ 1,639 days without a "Lost Time" claim

UPCOMING MEETINGS

- May 7, 2019 Bloomington Municipal Advisory Council Meeting at 6:30 PM at Ayala Park,18313 Valley Boulevard in Bloomington.
- May 17, 2019 West Valley Water District Finance Committee Meeting at 10:00 AM at the District Headquarters

- May 17-18, 2019 Inland Empire Utility Agency (IEUA) State Water Project and the Sacramento-San Joaquin Delta Tour
- May 21, 2019 San Bernardino Valley Municipal Water District Regular Board Meeting at 2:30 PM at 380 E. Vanderbilt Way, San Bernardino, CA
- May 27, 2019 The West Valley Water District will be CLOSED in observance of the Memorial Holiday
- June 5, 2019 West Valley Water District Board of Directors Regular Meeting at 6:30PM (6:00 PM Closed Session) at the District Headquarters

CLOSED SESSION

- Transfer of Assistant General Manager from External Affairs to Operations and Technical Services per the WVWD Human Resources Policy Section 306
- PUBLIC EMPLOYEE APPOINTMENT Pursuant to Government Code 54957 Title: Assistant General Managers
- PUBLIC EMPLOYEE APPOINTMENT Pursuant to Government Code 54957 Title: Assistant General Managers
- REJECTION OF CLAIM Staff recommends that the District Board reject the following claim(s) and direct staff to send appropriate notice of rejection to claimant(s): Maria L. Farias, Eduardo Alvarado vs West Valley Water District; Claim No. 19-0473
- Review of the San Bernardino Basin Area (SBBA) Groundwater Council Agreement.
- ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: Number of Cases: Six (6)
- CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION Pursuant to paragraph one (1) of subdivision (d) of Government Code Section 54956.9 Case Name: Matthew Litchfield v. Clifford Young et al Case No. CIVDS1904733
- CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION Pursuant to paragraph one (1) of subdivision (d) of Government Code Section 54956.9 Case Name: Karen Logue v. West Valley Water District Case No.: CIVDS1818381
- PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Cal. Gov. Code Section 54957 Title: General Manager
- PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE Pursuant to Cal. Gov. Code Section 54957

ADJOURN

DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Agenda at the District Offices on May 13, 2019.

Crystal L. Escalera, Board Secretary

Please Note:

Material related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the District's office located at 855 W. Baseline, Rialto, during normal business hours. Also, such documents are available on the District's website at www.wwwd.org subject to staff's ability to post the documents before the meeting.

Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in the above-agendized public meeting should be directed to Crystal Escalera, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Ms. Escalera may be contacted by telephone at (909) 875-1804 ext. 704, or in writing at the West Valley Water District, P.O. Box 920, Rialto, CA 92377-0920.



BOARD OF DIRECTORS STAFF REPORT

DATE: May 16, 2019

TO: Board of Directors

FROM: Clarence Mansell Jr., General Manager

SUBJECT: WATER RELIABILITY IMPROVEMENT PROGRAM UPDATE

DISCUSSION:

At the March 9, 2019 Mid-Year Budget Workshop and Water Reliability Workshop, District staff reported on the status of the system and pointed out a potential for not having adequate water supply to meet the higher water demands this summer. To address this issue, District staff has embarked upon a Water Reliability Improvement Program.

On April 23, 2019 the District had Best Pump and Drilling and Pacific Survey, video logged Well 7 to inspect for any damage after having the Well pump pulled to ensure no damage done to the casing. The inspection showed the casing is in good condition. The next step would be brush and bail the well and test pump to the specific yield of the well, which is 2,000 gallons per minute. After the test pump, the contractor will get back with us with further recommendations to continue on with the development of this well for summer and future operations. In order to ensure that adequate water sources are available to meet the summer demands, District staff will periodically report the system status and key projects that are in progress.

FISCAL IMPACT:

No fiscal impact.

STAFF RECOMMENDATION:

Receive and file, and provide direction as desired.

Respectfully Submitted,

Clarence C. Mansel

Clarence Mansell Jr, General Manager

CM:jm

ATTACHMENT(S):

- 1. Exhibit A Pipe Corrosion 1
- 2. Exhibit B Pipe Corrosion 2
- 3. Exhibit C Pipe Corrosion 3

EXHIBIT A

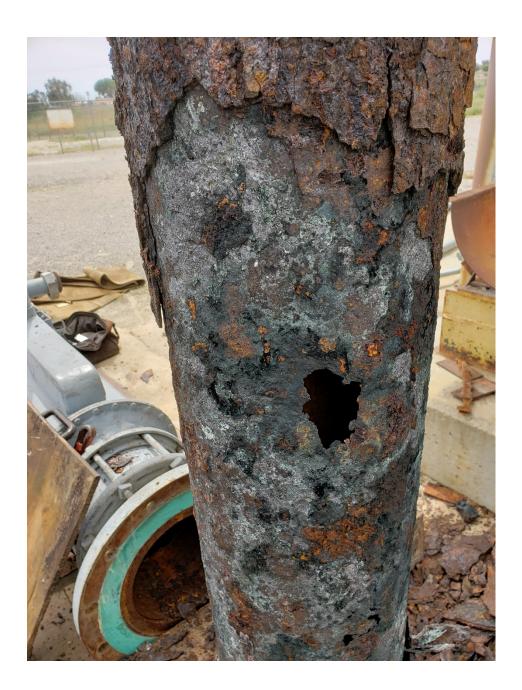
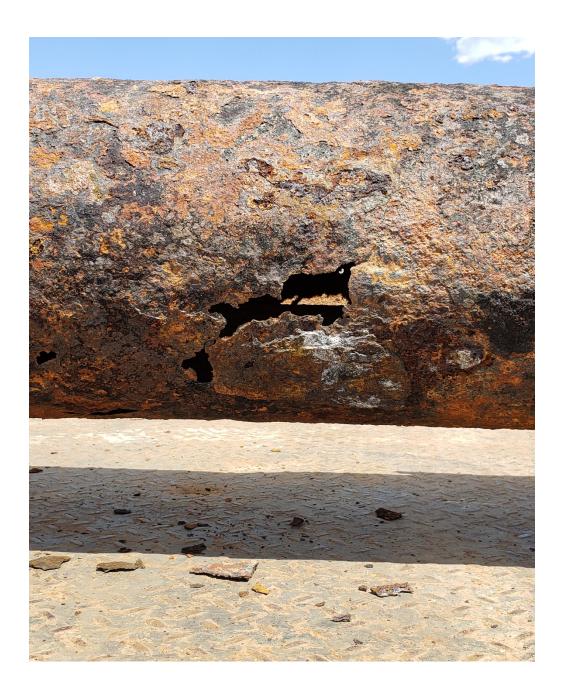




EXHIBIT C









Pay your bill with cash at CVS Pharmacy, 7-Eleven and Family Dollar

How it works

- Use the PayCode on your monthly 1 statement.
- Bring your PayCode to any participating 2 store, hand it to the cashier and pay with cash. There are no processing fees.
- Collect your receipt. Your biller is notified of 3 your payment within one business day.

» THOUSANDS OF PAYMENT LOCATIONS « » GUARANTEED PAYMENT « » MANY LOCATIONS OPEN 24/7 «

(909) 875-1804 • 855 W Baseline Rd, Rialto, CA 92376







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est Valley A/ater District





Pague su factura en 7-Eleven, **CVS Pharmacy y Family Dollar**

Cómo funciona

Hay tres pasos para hacer un pago:

- Utilice el código de pago que aparece en su 1 factura.
- Lleve su código de pago a cualquier tienda 2 participante, entrégueselo al cajero y pague en efectivo.
- Guarde su recibo. El proveedor de servicios 3 recibirá una notificación en un día hábil.
 - » MILES DE LUGARES DE PAGO « » PAGOS GARANTIZADOS «
- » MUCHAS LOCALIDADES ESTÁN « ABIERTAS TODO EL TIEMPO

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FREQUENTLY ASKED QUESTIONS FOR WEST VALLEY WATER DISTRICT CUSTOMERS

PayNearMe is a convenient way for customers to pay their bill with cash at local CVS Pharmacy, 7-Eleven and Family Dollar stores.



THOUSANDS OF PAYMENT LOCATIONS



GUARANTEED PAYMENTS



MANY LOCATIONS ARE OPEN 24/7

What is PayNearMe?

PayNearMe makes it easy and convenient for you to make a payment with cash at thousands of trusted payment locations nationwide, including CVS Pharmacy, 7-Eleven and Family Dollar.

How can I make a PayNearMe payment?

There are 3 steps to make a payment:

- 1. Use the PayCode on your monthly statement.
- 2. Bring your PayCode to any participating store, hand it to the cashier and pay with cash. There are no processing fees.
- Collect your receipt. Your biller is notified of your payment within one business day.

What does a PayNearMe PayCode look like?

A PayNearMe PayCode can take different forms at different stores.

- At CVS Pharmacy and 7-Eleven, it will be a standard barcode.
- At Family Dollar, it will be a barcode if printed or a code that is read
 to the cashier if shown on a mobile device.

When will my biller be notified of my payment? Do I need to follow up with them?

Your biller is notified of your payment within one business day. Your receipt is proof of payment.

How will I know my payment has been accepted?

You will receive a receipt with a date and time stamp from the cashier as proof of your payment.

What are the participating payment locations?

Payment locations include thousands of stores nationwide. You do not need to wait in a separate line, but can make a PayNearMe payment right at the cashier.

What is the fee to make a PayNearMe payment?

There is no transaction fee.

Is there a limit to how much you can pay in cash?

There is a \$1,000 maximum amount per transaction.

Who can I contact for more help or questions?

Email **support@paynearme.com** or call **1 (888) 714-0004**. You can also visit their support page at **PayNearMe.com/support**.









PREGUNTAS FRECUENTES PARA CLIENTES DE WEST VALLEY WATER DISTRICT

PayNearMe es una manera conveniente de pagar sus facturas en efectivo en establecimientos CVS Pharmacy, 7-Eleven y Family Dollar cerca de usted.



MILES DE LUGARES DE PAGO



PAGOS GARANTIZADOS



MUCHAS LOCALIDADES ESTÁN ABIERTAS TODO EL TIEMPO

¿Qué es PayNearMe?

PayNearMe es una forma rápida y conveniente de pagar en efectivo en miles de lugares de pago de confianza a nivel nacional, incluyendo establecimientos CVS Pharmacy y Family Dollar.

¿Cómo puedo hacer un pago con PayNearMe?

Hay tres pasos para hacer un pago:

- 1. Utilice el código de pago que aparece en su factura.
- 2. Lleve su código de pago a cualquier tienda participante, entrégueselo al cajero y pague en efectivo.
- 3. Guarde su recibo. El proveedor de servicios recibirá una notificación en un día hábil.

¿Cómo es el código de pago de PayNearMe?

El código de pago varía dependiendo del establecimiento.

- CVS Pharmacy y 7-Eleven usan un código de barras estándar.
- Family Dollar usa un código de barras en facturas impresas. Si recibe el código en su dispositivo móvil, tendrá que leérselo al cajero.

¿Cuándo se le notificará al proveedor de servicios de mi pago? ¿Tendré que ponerme en contacto con él?

Su proveedor de servicios recibirá una notificación en un día hábil. Su recibo es prueba de su pago.

¿Cómo sabré que mi pago ha sido aceptado?

El recibo que le entregará el cajero tendrá la fecha y la hora en la que realizó el pago.

¿Cuáles son las tiendas participantes?

La tiendas participantes incluyen miles de establecimientos a nivel nacional. No necesita esperar en una fila aparte. Puede hacer el pago con PayNearMe en caja.

¿Cuál es la comisión por hacer un pago con PayNearMe?

No hay comisión por hacer la transacción.

¿Existe un límite en el monto para pagos en efectivo?

El límite para pagos en efectivo es \$1000 por transacción.

¿A quién debo contactar en caso de tener más preguntas?

Envíe un correo electrónico a support@paynearme.com o llame al 1 (888) 714-0004. También puede visitar la página de atención al cliente en PayNearMe.com/support.

















BOARD OF DIRECTORS STAFF REPORT

DATE: May 16, 2019

TO: Board of Directors

FROM: Clarence Mansell Jr., General Manager

SUBJECT: UPDATE ON THE 2018 CONSUMER CONFIDENCE REPORT

BACKGROUND:

The Safe Drinking Water Act (SDWA) applies to every public water system in the United State. SDWA sets drinking water quality standards and protects underground drinking water sources. Primary drinking water standards address health concerns, whereas secondary drinking water standards address esthetics such as taste and odor. SDWA recognizes that everyone drinks water, therefore everyone has the right to know what's in it and where it comes from. The 1996 SDWA amendment requires that all water systems serving the same people year-round to provide annual consumer confidence reports on the quality of their tap water.

The CCR includes information on source water, levels of any detected contaminants, and compliance with drinking water regulations including monitoring requirements, along with some educational information.

DISCUSSION:

The annual CCR must be delivered to consumers by July 1 of each year. The CCR is based on data collected during, or prior to, the previous calendar year. Data collected between January 1 and December 31, 2018 must be reported in the 2018 CCR, which is due to customers by July 1, 2019. Attached as **Exhibit A** is the 2018 Consumer Confidence Report. West Valley Water District has either met or exceeded both primary and secondary drinking water standards in 2018.

FISCAL IMPACT:

No fiscal impact.

STAFF RECOMMENDATION:

For information only.

Clarence C. Mansellf.

Clarence Mansell Jr, General Manager

CM:jc

ATTACHMENT(S):

1. Exhibit A - 2018 Consumer Confidence Report

EXHIBIT A

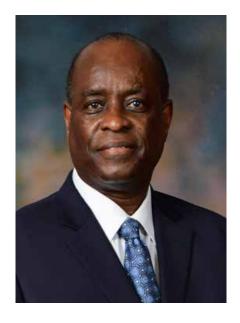
West Valley Water District

CONSUMER CONFIDENCE REPORT



SAFE. HIGH QUALITY. RELIABLE.





Dear Customers,

It is our pleasure to provide you with the 2018 Consumer Confidence Report which highlights all of our water sources and water quality results.

As our District continues to experience record growth, we are best preparing for the customers we have today but also for the customers we will be serving decades from now. As you will read in the Report, the District continues to utilize water sources from various basins including Chino, Bunker Hill, Lytle Creek, North Riverside, and Rialto-Colton. We continued utilizing Surface Water, as well as the State Water Project which both are treated at our Oliver P. Roemer Water Filtration Facility.

In 2018, we completed construction and began operating the Hydro Electric Generation Plant at the Oliver P. Roemer Water Filtration Facility. The new plant will generate an annual revenue of \$339,000 which will offset electricity costs utilizing turbines and generators.

It is our pleasure to continue providing our customers with safe, high quality, and reliable water.

Sincerely,

Clarence Mansell - General Manager, West Valley Water District

BOARD OF DIRECTORS

DR. MICHAEL TAYLORPresident, District 2

KYLE CROWTHERVice President, District 1

DR. CLIFFORD O. YOUNG SR.Director, District 3

DON OLINGERDirector, District 4

GREG YOUNGDirector, District 5

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*Schedule a Water Efficiency Survey by contacting our Customer Service Department and utilize our rebate program. (909) 875-1804

Rebates Available:

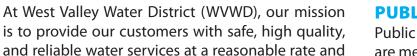
\$50	High Efficiency Toilet
\$100	High Efficiency Washing Machine
\$100	Weather Based Irrigation Controllers
\$1 /sq. ft.	Turf Replacement
\$4	High Efficiency Nozzle





in a sustainable manner.





WVWD is a Special District governed by a five-member Board of Directors providing retail water to approximately 83,902 customers. WVWD serves drinking water to portions of Rialto, Colton, Fontana, Bloomington, Jurupa Valley, and an unincorporated area of San Bernardino County.

The goal of our Annual Consumer Confidence Report (CCR) is to inform our customers about the quality of our drinking water, our sources of water, any monitored contaminants found in drinking water, and whether our system meets state and federal drinking water standards. Our water quality data is submitted to the State Water Resources Control Board, Division of Drinking Water (DDW), in order to monitor our compliance for all regulatory standards and assure high quality drinking water is consistently delivered directly to our customers.

CONTACT INFORMATION

If you have any questions regarding the contents on this report or regarding water quality, please contact Anthony Budicin, Water Quality Supervisor, at (909) 875-1804 ext. 371.





PUBLIC PARTICIPATION

Public involvement is central to ensuring that we are meeting the highest water supply, water quality, and customer service standards. We welcome your input; please visit our website for ways you can be involved with West Valley Water District.

www.wvwd.org

NON-ENGLISH SPEAKING INFORMATION

Este informe contiene información muy importante sobre su agua para beber. Favor de comunicarse West Valley Water District a 855 W. Base Line Rd., Rialto, CA 92376 para asistirlo en español.



West Valley Water District obtains water from both local and imported sources to serve its customers and routinely tests for contaminants from these sources in accordance with Federal and State Regulations.

LOCAL WATER

GROUNDWATER

45% of WVWD's water supply is from its own groundwater wells, located in five local basins:

- Chino Basin
- Bunker Hill Basin
- Lytle Creek Basin
- North Riverside Basin
- Rialto-Colton Basin





18% of WVWD's water supply consists of additional groundwater purchased from San Bernardino Valley Municipal Water District through the Base Line Feeder Project. This water also comes from local wells in the Bunker Hill Basin.

SURFACE WATER

18% of WVWD's water supply is surface water from Lytle Creek in the San Bernardino Mountains. This water is treated through WVWD's Oliver P. Roemer Water Filtration Facility.

IMPORTED WATER

STATE WATER PROJECT

19% of WVWD's water supply is surface water purchased from the State Water Project through San Bernardino Valley Municipal Water District. This water is also treated through WVWD's Oliver P. Roemer Water Filtration Facility.

SOURCES OF WATER

SOURCE WATER ASSESSMENT

In 2002, WVWD, in partnership with the San Bernardino Valley Water Conservation District, conducted source water assessments of all our drinking water wells. Source water assessments were also completed for both sources of surface water, Lytle Creek and State Water Project, in 2018 and 2017, respectively. No contaminants have been detected above the Maximum Contaminant Levels (MCL) set by the State Water Resources Control Board, however, sources are considered most vulnerable to the following:

- Fecal Coliform and E. Coli Bacteria Heavy recreational activities in both Lytle Creek and Lake Silverwood during warm summer months increase the vulnerability.
- Methyl Tertiary Butyl Ether (MTBE) Sources located near gasoline service stations and underground gas storage tanks are vulnerable.
 A MTBE plume is leaching from the Colton Gasoline Storage Terminal.
- Volatile Organic Chemicals (VOCs) and Synthetic Organic Chemicals (SOCs) - All WVWD groundwater wells were determined to be vulnerable to both VOCs and SOCs.
- Perchlorate Detected at low levels in six groundwater wells (Wells 11, 16, 17, 18A, 41, 42).
 Five of these wells are primary water sources and have treatment systems installed. It is believed that the likely sources for perchlorate originate from former manufactures of rocket fuel/fireworks and fertilizer. Wells 11, 16, 17,

18A and 42 now have ion exchange systems installed for perchlorate removal.

- Nitrate Some groundwater wells are vulnerable.
 Nitrate contamination is the result of leaching septic systems and past citrus farming.
- Cryptosporidium microbial pathogen found in surface water throughout the U.S.





To view completed source water assessments, you may visit our District office located at: 855 W. Base Line Rd., Rialto, CA, 92376 or call (909) 875-1804.

Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible. Secondary MCLs are set to protect the odor, taste, and appearance of drinking water.

Maximum Contaminant Level Goal (MCLG): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the U.S. Environmental Protection Agency.

Public Health Goal (PHG): The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California Environmental Protection Agency.

Maximum Residual Disinfectant Level (MRDL): The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum Residual Disinfectant Level Goal (MRDLG): The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

Primary Drinking Water Standard (PDWS): MCLs and MRDLs for contaminants that affect health, along with their monitoring and reporting requirements, and water treatment requirements.

Treatment Technique (TT): A required process intended to reduce the level of a contaminant in drinking water.

Picocuries per Liter (pCi/L): Measurement commonly used to measure radionuclides in water.

Nephelometric Turbidity Unit (NTU): A measure of clarity of water. Turbidity in excess of 5 NTU is just noticeable to the average person.

Milligrams per Liter (mg/L): Or parts per million (ppm) corresponds to 1 penny out of \$10,000.

Micrograms per Liter (μg/L): Or parts per billion (ppb) corresponds to 1 penny out of \$10,000,000.

Nanograms per Liter (ng/L): Or parts per trillion (ppt) corresponds to 1 penny of \$10,000,000,000.

Microsiemens per centimeter (μS/cm): A measure of conductivity.

Threshold Odor Number (TON): A measure of odor.

Regulatory Action Level (AL): Concentration of a contaminant which, when exceeded, triggers treatment or other requirements that a water system must follow.

Running Annual Average (RAA): The yearly average which is calculated every 3 months using the previous 12 months' data.

Local Running Annual Average (LRAA): The RAA at one sample location.

Disinfection By-Product: Compounds which are formed from mixing of organic or mineral precursors in the water with ozone, chlorine, or chloramine. Total Trihalomethanes and Haloacetic Acids are disinfection byproducts.

Secondary Drinking Water Standard (Secondary Standard): MCLs for contaminants that do not affect health, but are used to monitor the aesthetics of the water.

Notification Level (NL): Health-based advisory levels established by the State Board for chemicals in drinking water that lack MCLs.

90th Percentile: The value in a data set in which 90 percent of the set is less than or equal to this value. The Lead and Copper Rule uses the 90th percentile to comply with the Action Level.

			DIS	TRIB	JTION SYS	TEM		
Parameter	Sample Date	Units	MCL	PHG (MCLG)	Result Type	Results	Violation Yes/No	Likely Source of Contamination
PRIMARY STANDARDS	- Mandatory	/ Health	-Related Standa	rds				
Microbiological								
Total Coliform Bacteria	2018	%	5	(0)	Maximum Monthly Positive Samples	2	No	Naturally present in the environment.
Disinfection Byproduct	ts, Disinfect	ant Resi	duals, and Disin	fection By	product Precursors			
Haloacetic Acids	2018	μg/L	LRAA = 60	N/A	Range Highest LRAA	ND-19 13	No	Byproduct of drinking water disinfection.
Total Trihalomethanes	2018	μg/L	LRAA = 80	N/A	Range Highest LRAA	ND-75 43	No	Byproduct of drinking water disinfection.
Chlorine	2018	mg/L	MRDL = 4.0 (as Cl ₂)	MRDLG = 4.0 (as Cl ₂)	Range Highest RAA	0.26-2.20 1.32	No	Drinking water disinfectant added for treatment.
Lead and Copper								
Lead	2018	μg/L	AL=15	0.2	# of Sites Sampled # of Sites Over AL 90th Percentile (μg/L) # of Schools Sampled	30 0 ND 14	No	Internal corrosion of household water plumbing systems; discharges from industrimanufacturers; erosion of natural deposits.
Copper	2018	mg/L	AL=1.3	0.3	# of Sites Sampled # of Sites Over AL 90th Percentile (mg/L)	30 0 0.12	No	Internal corrosion of household plumbing systems; erosion of natural deposits; leachin from wood preservatives.
SECONDARY STANDAR	DS - Aesthet	tic Stanc	lards ¹					
Color	2018	Units	15	N/A	Range Average	ND-5 ND	No	Naturally-occurring organic materials.
Specific Conductance	2018	μS/ cm	1600	N/A	Range Average	340-540 421	No	Substances that form ions when in water; seawater influence.
Odor Threshold	2018	TON	3	N/A	Range Average	1-2 1	No	Naturally-occurring organic materials.
Turbidity	2018	NTU	5	N/A	Range Average	ND-8.3 ² ND	No	Soil runoff.
OTHER PARAMATERS								
рН	2018	pH units	No Standard	N/A	Range Average	7.3-8.1 7.8	No	Characteristic of water.
Total Alkalinity (as CaCO ₃)	2018	mg/L	No Standard	N/A	Range Average	86-200 151	No	Naturally occurring.
Calcium	2018	mg/L	No Standard	N/A	Range Average	23-85 53	No	Erosion of salt deposits in soil and rock.
UNREGULATED CONTA	MINANT MC	ONITORI	NG ³					
Fourth Unregulated Co	ntaminant l	Monitor	ing Rule (UCMR4	1)				
Haloacetic Acids	2018	μg/L	60	N/A	Range Average	ND-33 9	No	Byproduct of drinking water disinfection.
HAA6Br ⁴	2018	μg/L	N/A	N/A	Range Average	ND-30 12	No	Unregulated contaminant monitoring helps U.S. EPA and the State Water Resources Control Board to determine where certain contaminants occur and whether the contaminants need to be regulated.

HAA9 ^s	2018	μg/L	N/A	N/A	Range Average	ND-53 18	No	Unregulated contaminant monitoring helps U.S. EPA and the State Water Resources Control Board to determine where certain contaminants occur and whether the contaminants need to be regulated.
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Footnotes:

- ¹ Compliance with secondary standards are based on a annual average. Values above the MCL are acceptable, as long as the average is below the MCL.
- ² Average of initial sample and confirmation sample were below MCL.
- ³ Unregulated contaminant monitoring helps U.S. EPA and the State Water Resources Control Board to determine where certain contaminants occur and whether the contaminants need to be regulated.
- 4 HAA6Br: Bromochloroacetic acid, bromodichloroacetic acid, dibromoacetic acid, dibromochloroacetic acid, monobromoacetic acid, and tribromoacetic acid.
- ⁵ HAA9: Bromochloroacetic acid, bromodichloroacetic acid, chlorodibromoacetic acid, dibromoacetic acid, dichloroacetic acid, monobromoacetic acid, monochloroacetic acid, tribro moacetic acid, and trichloroacetic acid.

AL - Regulatory Action Level; LRAA - Locational Running Annual Average; MCL - Maximum Contaminant Level; MCLG - Maximum Contaminant Level Goal; MRDL - Maximum Residual Disinfectant Level; MRDLG - Maximum Residual Disinfectant Level Goal; ND - Non-Detected; NL - Notification Level; NR - No Range; N/A - Not Applicable; NTU - Nephelometric Turbidity Units; PHG - Public Health Goal; RAA - Running Annual Average; TON - Threshold Odor Number

BASELINE FEEDER AND GROUNDWATER WELLS											
	Sample			PHG		Results		- Violation			
Parameter	Date ¹	Units	MCL	(MCLG)	Result Type	Baseline Feeder	Wells	Yes/No	Likely Source of Contamination		
PRIMARY STANDARDS - I	Mandatory I	lealth-Re	lated Standa	rds							
Radiological											
Gross Alpha Particle Activity	2015 2016 2018	pCi/L	15	(0)	Range Average	5.5-5.6 5.6	ND-13.0 4.9	No	Erosion of natural deposits.		
Uranium	2015 2018	pCi/L	20	0.43	Range Average	3.5-5.1 4.3	ND-8.2 2.7	No	Erosion of natural deposits.		
Inorganic Chemicals											
Aluminum	2016 2017 2018	mg/L	1	0.6	Range Average	NR ND	ND-0.072 ND	No	Erosion of natural deposits; residue from some surface water treatment processes.		
Arsenic	2017 2018	μg/L	10	0.004	Range Average	ND-3.2 ND	ND-6.7 ND	No	Erosion of natural deposits; runoff from orchards; glass and electronics production wastes.		
Fluoride	2016 2017 2018	mg/L	2	1	Range Average	0.26-0.77 0.46	0.18-0.41 0.27	No	Erosion of natural deposits; water additive that promotes strong teeth; discharge from fertilizer and aluminum factories.		
Nitrate as Nitrogen	2018	mg/L	10	10	Range Average	2.4-7.5 3.9	1.0-5.7 3.3	No	Runoff and leaching from fertilizer use; leaching from septic tanks and sewage; erosion of natural deposits.		
Volatile Organic Chemica	als										
Toluene	2016 2017 2018	μg/L	150	150	Range Average	NR ND	ND-1.7 ND	No	Discharge from petroleum and chemical factories; underground gas tank leaks.		
Trichloroethylene (TCE)	2016 2017 2018	μg/L	5	1.7	Range Average	ND-0.8 ND	NR ND	No	Discharge from metal degreasing sites and other factories.		

Disinfection Byproducts, Disinfectant Residuals, and Disinfection Byproduct Precursors											
Chlorine	2018	mg/L	MRDL = 4.0 (as Cl ₂)	MRDLG = 4.0 (as Cl ₂)	Range Average	0.73-1.73 1.31	N/A N/A	No	Drinking water disinfectant added for treatment.		
SECONDARY STANDARD	S - Aestheti	c Standard	ls²								
Aluminum	2016 2017 2018	μg/L	200	N/A	Range Average	NR ND	ND-72 ND	No	Erosion of natural deposits; residue from some surface water treatment processes.		
Foaming Agents (MBAS)	2016 2017 2018	μg/L	500	N/A	Range Average	ND-90 ND	ND-430 ND	No	Municipal and industrial waste discharges.		
Chloride	2016 2017 2018	mg/L	500	N/A	Range Average	10-20 13	4-25 9	No	Runoff/leaching from natural deposits; seawater influence.		
Color	2018	Units	15	N/A	Range Average	NR ND	0-15 ND	No	Naturally-occurring organic materials.		
Specific Conductance	2016 2017 2018	μS/cm	1600	N/A	Range Average	490-530 510	330-580 417	No	Substances that form ions when in water; seawater influence.		
Iron	2017 2018	μg/L	300	N/A	Range Average	NR ND	ND-120 ND	No	Leaching from natural deposits; industrial wastes.		
Manganese	2017 2018	μg/L	50	N/A	Range Average	NR ND	ND-20 ND	No	Leaching from natural deposits.		
Odor Threshold	2018	TON	3	N/A	Range Average	NR 1	1-2 1	No	Naturally-occurring organic materials.		
Sulfate	2016 2017 2018	mg/L	500	N/A	Range Average	45-51 49	11-54 28	No	Runoff/leaching from natural deposits; industrial wastes.		
Total Dissolved Solids	2016 2017 2018	mg/L	1000	N/A	Range Average	260-360 312	170-330 231	No	Runoff/leaching from natural deposits.		
Turbidity	2018	NTU	5	N/A	Range Average	ND-0.3 ND	ND-6.3 0.4	No	Soil runoff.		
OTHER PARAMATERS											
рН	2016 2017 2018	pH units	No Standard	N/A	Range Average	7.7-8.2 7.9	7.6-8.2 7.8	No	Characteristic of water.		
Total Alkalinity (as CaCO₃)	2016 2017 2018	mg/L	No Standard	N/A	Range Average	180-210 197	140-190 161	No	Naturally occurring.		
Calcium	2016 2017 2018	mg/L	No Standard	N/A	Range Average	66-73 71	46-79 57	No	Erosion of salt deposits in soil and rock.		
Hardness	2016 2017 2018	mg/L	No Standard	N/A	Range Average	210-230 223	140-250 177	No	Hardness is the sum of polyvalent cations present in the water, generally magnesium and calcium. The cations are usually naturally occurring.		
Sodium	2016 2017 2018	mg/L	No Standard	N/A	Range Average	8-16 13	10-23 16	No	Sodium refers to the salt present in the water and is generally naturally occurring.		

UNREGULATED CONTAM	UNREGULATED CONTAMINANT MONITORING ³											
Third Unregulated Contaminant Monitoring Rule (UCMR3)												
Hexavalent Chromium	2018	μg/L	N/A⁴	0.02	Range Average	NR 1.2	ND-3.0 1.0	No	Discharge from electroplating factories, leather tanneries, wood preservation, chemical synthesis, refractory production, and textile manufacturing facilities; erosion of natural deposits.			
Vanadium	2016 2017 2018	μg/L	NL=50	N/A	Range Average	3.8-4.4 4.1	ND-6.0 4.3	No	Unregulated contaminant monitoring helps U.S. EPA and the State Water Resources Control Board to determine where certain contaminants occur and whether the contaminants need to be regulated.			
Fourth Unregulated Contaminant Monitoring Rule (UCMR4)												
Manganese	2018	μg/L	50	N/A	Range Average	1.6-6.9 4.3	ND-1.8 1.0	No	Leaching from natural deposits.			

Footnotes:

AL - Regulatory Action Level; LRAA - Locational Running Annual Average; MCL - Maximum Contaminant Level; MCLG - Maximum Contaminant Level Goal; MRDL - Maximum Residual Disinfectant Level; MRDLG - Maximum Residual Disinfectant Level Goal; ND - Non-Detected; NL - Notification Level; NR - No Range; N/A - Not Applicable; NTU - Nephelometric Turbidity Units; PHG - Public Health Goal; RAA - Running Annual Average; TON - Threshold Odor Number

	TREATMENT PLANTS												
							Res	ults					
Parameter	ter Sample Date ¹ Units MCL		MCL	PHG (MCLG)	Result Type	Fluidized Bed Reactors (FBR)	Oliver P. Roemer Filtration Facility	lon Exchange Arsenic Treatment	lon Exchange Perchlorate Treatment	Violation Yes/No	Likely Source of Contamination		
PRIMARY STAN	DARDS - I	Mandato	ory Health	-Related	Standar	ds							
Radiological													
Gross Alpha Particle Activity	2015 2016	pCi/L	15	(0)	Range Avg.	5.7-10.0 7.9	ND-13.0 3.3	NR 8.1	5.4-6.5 6.0	No	Erosion of natural deposits.		
Uranium	2012 2015 2016	pCi/L	20	0.43	Range Avg.	2.1-3.9 3.0	ND-12.0 6.4	NR 1.8	3.4-4.7 3.9	No	Erosion of natural deposits.		
Inorganic Chem	icals												
Aluminum	2018	mg/L	1	0.6	Range Avg.	NR ND	ND-0.06 ND	NR ND	ND-0.10 ND	No	Erosion of natural deposits; residue from some surface water treatment processes.		
Arsenic	2018	μg/L	10	0.004	Range Avg.	NR ND	ND-2.7 ND	ND-2.9 ND	NR ND	No	Erosion of natural deposits; runoff from orchards; glass and electronics production wastes.		

¹The State allows us to monitor for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of our data, though representative, are more than one year old. For sample points that were monitored during the current reporting year, the current reporting year data was used. If a sampling point did not have monitoring data for the reporting year, the most current data was used. Contaminant results are based on the most current data for each sampling point.

² Compliance with secondary standards are based on a annual average. Values above the MCL are acceptable, as long as the average is below the MCL.

³ Unregulated contaminant monitoring helps U.S. EPA and the State Water Resources Control Board to determine where certain contaminants occur and whether the contaminants need to be regulated.

 $^{^4}$ There is currently no MCL for hexavalent chromium. The previous MCL of 10 μ g/L was withdrawn on September 11, 2017.

Methyl-terr-bury 2017 2018 µg/L 13 13 Nage										
Noting 10	Fluoride		mg/L	2	1	_	1		No	additive that promotes strong teeth; discharge from fertilizer and
Methyl-tert-buryl 2017 2018 µg/L 13 13 Range NR NR ND ND 4.4 ND NO NO Schrafter from petroleum and chemical factories.		2018	mg/L	10	10				 No	use; leaching from septic tanks and
Memory-ter-bury 2018 190/L 13 13 13 13 13 13 13 1	Volatile Organi	Chemic	als							
ethylene (PCE) 2018 IBJR. 5 U.S. Avg. ND ND ND 0.65 NO and auto shops (metal degreaser). Disinfection By-roducts (DBF) and Disinfections by-roduct Precursors Total Trihalomethanes 2017 µg/L 80 N/A Range Avg. NR A-3-4 ND ND ND NO Byproduct of drinking water disinfection. Haloacetic Acids 2018 µg/L 60 N/A Range Avg. ND ND-9 N/A	, ,		μg/L	13	13				No	
Total Tota			μg/L	5	0.06				No	Discharge from factories, dry cleaners and auto shops (metal degreaser).
Trihalomethanes 2018 19/1 80 N/A Avg. ND 18 ND ND NO disinfection.	Disinfection By	products	(DBP) a	nd Disinfe	ction By	product	Precursors			
Haloacetic Acids 2018 Hg/L 60 N/A Avg. ND 4 N/A N/A N/A NO disinfection.			μg/L	80	N/A				No	
Precursors Total Organic Carbon 2018 mg/L TT N/A Range Avg. ND-4.5 (n.9) 0.3-2.5 (n.9) N/A N/A N/A No Various natural and manmade sources. SECONDARY STANDARDS - Aesthetic Standards Aluminum 2017 (2018) μg/L 200 N/A Range Avg. NR ND	Haloacetic Acids	2018	μg/L	60	N/A	_	1		No	
Aluminum 2017 2018 μg/L μg/L 200 N/A 2018 Avg. NA Range Avg. NB ND	Precursors Total Organic	2018	mg/L	тт	N/A	-			No	1
Aluminum 2018 µg/L 200 N/A Range Avg. ND ND ND ND ND No from some surface water treatment processes. Chloride 2017 mg/L 500 N/A Range Avg. 6.2 37.80.0 NR ND	SECONDARY ST	ANDARD	S - Aestl	netic Stanc	dards ²					
Color 2018 mg/L 300 N/A Avg. 6.2 32.9 15.0 47.6 No deposits; seawater influence.	Aluminum		μg/L	200	N/A	-			No	from some surface water treatment
Specific Conductance 2018 μS/cm 1600 NA Range Avg. ND S ND ND NO Naturally-occurring organic material:	Chloride		mg/L	500	N/A				 No	
Conductance 2018 μS/Cm 1600 NA Avg. 337 390 440 450 NO water; seawater influence. Iron 2017 2018 μg/L 300 N/A Range Avg. ND-320³ ND NR ND ND-220 ND NR ND ND No Leaching from natural deposits; industrial wastes. Manganese 2018 μg/L 50 N/A Range Avg. NR ND NR 	Color	2018	Units	15	N/A				No	Naturally-occurring organic materials
Manganese 2018 μg/L 300 N/A Avg. ND ND ND ND ND ND ND N			μS/cm	1600	NA				No	1
Manganese 2018 µg/L 50 N/A Avg. ND ND ND ND NO Leaching from natural deposits. Odor - Threshold 2018 TON 3 N/A Range Avg. 1-2 NR NR NR 1-2 No No Naturally-occurring organic material. Sulfate 2017 2018 mg/L 500 N/A Range Avg. 12-19 26-35 NR 1-23 No NR 1-23 No No Runoff/leaching from natural deposits; industrial wastes. Total Dissolved Solids 2017 2018 mg/L 1000 N/A Range Avg. 210-250 NR 210-250 NR 240 247 No Runoff/leaching from natural deposits. Turbidity 2018 NTU 5 N/A Range Avg. ND-1.8 ND-1.8 ND-1.1 ND-0.3 No No Runoff/leaching from natural deposits. OTHER PARAMETERS pH 2017 2018 units N/A Range Avg. 7.3-8.0 Avg. 6.3-8.8 7.0-8.9 7.9 7.8 ND-1.1 NO No Characteristic of water. Total Alkalinity 2017 2018 NO NO N/A Range Avg. 7.3-8.0 Avg. 7.3-8.0 Avg. 7.	Iron		μg/L	300	N/A				No	
Sulfate 2017 mg/L 500 N/A Range 12-19 26-35 NR 29 15 No Runoff/leaching from natural deposits; industrial wastes.	Manganese	2018	μg/L	50	N/A				No	Leaching from natural deposits.
Sulfate 2018 mg/L 500 N/A Avg. 14 31 29 15 No deposits; industrial wastes.	Odor - Threshold	2018	TON	3	N/A				No	Naturally-occurring organic materials
Solids 2018 mg/L 1000 N/A Avg. 207 230 240 247 NO deposits. Turbidity 2018 NTU 5 N/A Range Avg. ND-1.8 ND-0.3 ND-1.1 ND-0.3 ND-0.1 ND-0.3 ND-0.1 ND-0.1 ND-0.3 ND-0.1	Sulfate		mg/L	500	N/A				No	
No			mg/L	1000	N/A				No	
pH 2017 pH No Standard N/A Range Avg. 7.3-8.0 6.3-8.8 7.0-8.9 7.6-7.9 No Characteristic of water. Total Alkalinity 2017 mg/l No N/Δ Range 130-170 62-170 NR 84-160 No Naturally occurring	Turbidity	2018	NTU	5	N/A	-			No	
PH 2018 units Standard N/A Avg. 7.8 7.1 7.9 7.8 No Characteristic of water. Total Alkalinity 2017 mg/l No N/Δ Range 130-170 62-170 NR 84-160 No Naturally occurring	OTHER PARAME	TERS								
	рН				N/A	-			 No	Characteristic of water.
			mg/L		N/A				 No	Naturally occurring.

WATER QUALITY RESULTS

Calcium	2017 2018	mg/L	No Standard	N/A	Range Avg.	41-48 45	19-53 36	NR 62	57-74 63	No	Erosion of salt deposits in soil and rock.
Hardness	2017 2018	mg/L	No Standard	N/A	Range Avg.	37-200 162	87-170 129	NR 180	170-220 187	No	Hardness is the sum of polyvalent cations present in the water, generally magnesium and calcium. The cations are usually naturally occurring.
Sodium	2017 2018	mg/L	No Standard	N/A	Range Avg.	10-14 12	9-44 27	NR 17	12-17 15	No	Sodium refers to the salt present in the water and is generally naturally occurring.
DETECTION OF	UNREGU	LATED C	ONTAMIN	ANTS⁴							
Third Unregula	ted Conta	minant	Monitorin	g Rule (l	UCMR3)						
Hexavalent Chromium	2017 2018	μg/L	N/A ⁵	0.02	Range Avg.	ND-1.9 1.6	ND-0.2 0.1	NR 1.3	ND-2.9 1.8	No	Discharge from electroplating factories, leather tanneries, wood preservation, chemical synthesis, refractory production, and textile manufacturing facilities; erosion of natural deposits.
Vanadium	2016 2017 2018	μg/L	NL=50	N/A	Range Avg.	ND-5.3 ND	ND-3.8 ND	NR 4.8	ND-5.7 4.3	No	Unregulated contaminant monitoring helps U.S. EPA and the State Water Resources Control Board to determine where certain contaminants occur and whether the contaminants need to be regulated.
Fourth Unregu	lated Con	taminar	nt Monitori	ing Rule	(UCMR4))					
Bromide ⁶	2018	μg/L	N/A	N/A	Range Avg.	N/A N/A	ND-260 103	N/A N/A	N/A N/A	No	Unregulated contaminant monitoring helps U.S. EPA and the State Water Resources Control Board to determine where certain contaminants occur and whether the contaminants need to be regulated.
Total Organic Carbon ⁶	2018	μg/L	N/A	N/A	Range Avg.	N/A N/A	ND-3600 1475	N/A N/A	N/A N/A	No	Unregulated contaminant monitoring helps U.S. EPA and the State Water Resources Control Board to determine where certain contaminants occur and whether the contaminants need to be regulated.

Footnotes:

¹The State allows us to monitor for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of our data, though representative, are more than one year old. For sample points that were monitored during the current reporting year, the current reporting year data was used. If a sampling point did not have monitoring data for the reporting year, the most current data was used. Contaminant results are based on the most current data for each sampling point.

² Compliance with secondary standards are based on annual average. Values above the MCL are acceptable, as long as the average is below the MCL.

 $^{^{\}rm 3}$ Annual average below MCL; meets state requirements.

⁴ Unregulated contaminant monitoring helps U.S. EPA and the State Water Resources Control Board to determine where certain contaminants occur and whether the contaminants need to be regulated.

 $^{^{5}}$ There is currently no MCL for hexavalent chromium. The previous MCL of 10 μ g/L was withdrawn on September 11, 2017.

⁶ Reported results reflect raw influent prior to treatment.

AL - Regulatory Action Level; LRAA - Locational Running Annual Average; MCL - Maximum Contaminant Level; MCLG - Maximum Contaminant Level Goal; MRDL - Maximum Residual Disinfectant Level; MRDLG - Maximum Residual Disinfectant Level Goal; ND - Non-Detected; NL - Notification Level; NR - No Range; N/A - Not Applicable; NTU - Nephelometric Turbidity Units; PHG - Public Health Goal; RAA - Running Annual Average; TON - Threshold Odor Number

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

CONTAMINANTS AND THEIR PRESENCE IN DRINKING WATER

Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria, that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- Inorganic contaminants, such as salts and metals, that can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- Pesticides and herbicides that may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
- Organic chemical contaminants, including synthetic and volatile organic chemicals, that are byproducts of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, agricultural application, and septic systems.
- Radioactive contaminants that can be naturallyoccurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, the U.S. Environmental Protection Agency (U.S. EPA) and the State Water Resources Control Board (State Board) prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. State Board regulations also establish limits for contaminants in bottled water that provide the same protection for public health.



CONTAMINANTS EXPECTED IN DRINKING WATER

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the U.S. EPA's Safe Drinking Water Hotline (1-800-426-4791).

EDUCATIONAL INFORMATION





PEOPLE MOST VULNERABLE TO CONTAMINANTS

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. U.S. EPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial contaminants are available from the Safe Drinking Water Hotline (1-800-426-4791).

CONTAMINANT INFORMATION

Nitrate in drinking water at levels above 10 mg/L is a health risk for infants of less than six months of age. Such nitrate levels in drinking water can interfere with the capacity of the infant's blood to carry oxygen, resulting in a serious illness; symptoms include shortness of breath and blueness of the skin. Nitrate levels above 10 mg/L may also affect the ability of the blood to carry oxygen in other individuals, such as pregnant women and those with certain specific enzyme deficiencies. If you are caring for an infant, or you are pregnant, you should

ask advice from your health care provider. Nitrate levels may rise quickly for short periods of time because of rainfall or agricultural activity.

While your drinking water meets the federal and state standard for arsenic, it does contain low levels of arsenic. The arsenic standard balances the current understanding of arsenic's possible health effects against the costs of removing arsenic from drinking water. The U.S. Environmental Protection Agency continues to research the health effects of low levels of arsenic, which is a mineral known to cause cancer in humans at high concentrations and is linked to other health effects, such as skin damage and circulatory problems.

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. WVWD is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you do so, you may wish to collect the flushed water and reuse it for another beneficial purpose, such as watering plants. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at http://www.epa.gov/lead.



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MINUTES SPECIAL BOARD MEETING

of the

WEST VALLEY WATER DISTRICT

March 20, 2019

Attendee Name	Present	Excused	Late
Board of Directors			
Michael Taylor	\square		
Kyle Crowther	\square		
Donald Olinger	\square		
Clifford Young		$\overline{\mathbf{V}}$	
Gregory Young	\square		
Legal Counsel			
Robert Tafoya			
Staff			
Clarence Mansell			
Ricardo Pacheco		$\overline{\checkmark}$	
Crystal L. Escalera	\square		
Deborah Martinez	\square		
Lanita McCauley Bates	\square		
Joanne Chan	\square		
Linda Jadeski	\square		
Jon Stephenson	\square		
Albert Clinger	V		
Melissa Blount	V		
Naseem Farooqi	\square		

OPENING CEREMONIES

Pledge of Allegiance - Lead by Vice President Kyle Crowther Opening Prayer - Lead by Director Don Olinger Call to Order Roll Call of Board Members

WVWD

Minutes: 3/20/19

ADOPT AGENDA

President Dr. Taylor motioned to adopt the agenda and Director Greg Young second the motion. The following vote was taken:

RESULT: APPROVED [UNANIMOUS]

MOVER: Michael Taylor, President SECONDER: Gregory Young, Director

AYES: Michael Taylor, Kyle Crowther, Donald Olinger, Gregory Young

EXCUSED: Clifford Young

PUBLIC PARTICIPATION

There was no public participation.

DISCUSSION

1. Mid-Year Budget for FY 2018-19.

General Manager, Clarence Mansell began the discussion by addressing the Capital Improvement Plan (CIP) budget. Linda Jadeski, Engineering Manager, then reviewed the current status of the district water wells that were discussed at the Board Workshop on March 9, 2019. Following her report, Mr. Mansell explained to the Board the urgency in bringing nonoperational wells back online and discussion ensued. Following their discussion, Director Young requested to have the Directors schedule a separate workshop to further discuss the well treatment plan at a further date. President Dr. Taylor agreed with the request and called a Special Meeting to be held on Saturday, April 6, 2019 at 1:00 PM. No action was taken during the meeting.

CLOSED SESSION

There was no vote taken and no report from closed session.

 Personnel Matters Concerning Proposed District Organizational Chart - Pursuant to Government Code Section 54957

ADJOURN

This meeting adjourned at 7:50 PM

WVWD

Minutes: 3/20/19

Dr. Michael Taylor
President of the Board of Directors
of West Valley Water District

ATTEST:

Crystal L. Escalera, Board Secretary

WVWD

Minutes: 3/20/19

MINUTES REGULAR BOARD MEETING

of the

WEST VALLEY WATER DISTRICT

April 18, 2019

Attendee Name	Present	Excused	Late
Board of Directors			
Michael Taylor	$\overline{\mathbf{V}}$		
Kyle Crowther	$\overline{\checkmark}$		
Donald Olinger	$\overline{\mathbf{V}}$		
Clifford Young	$\overline{\checkmark}$		
Gregory Young*	$\overline{\mathbf{V}}$		
Legal Counsel			
Robert Tafoya	$\overline{\mathbf{V}}$		
Staff			
Clarence Mansell	$\overline{\mathbf{V}}$		
Ricardo Pacheco		$\overline{\checkmark}$	
Crystal L. Escalera	$\overline{\mathbf{V}}$		
Deborah Martinez	$\overline{\mathbf{V}}$		
Lanita McCauley Bates		$\overline{\checkmark}$	
Joanne Chan	$\overline{\mathbf{V}}$		
Linda Jadeski	$\overline{\mathbf{V}}$		
Jon Stephenson	$\overline{\mathbf{V}}$		
Albert Clinger	$\overline{\checkmark}$		
Melissa Blount	$\overline{\mathbf{V}}$		
Telat Yalcin	$\overline{\mathbf{V}}$		
Naseem Farooqi	$\overline{\mathbf{V}}$		
Socorro Pantaleon	$\overline{\mathbf{V}}$		
Consultant(s)			
Robert Katherman	$\overline{\checkmark}$		

^{*}Director Greg Young attended Closed Session and was excused from Open Session due to being ill.

OPENING CEREMONIES

Pledge of Allegiance - Lead by Dr. Clifford Young Opening Prayer - Lead by Don Olinger Call to Order Roll Call of Board Members

WVWD

ADOPT AGENDA

President Dr. Taylor motioned to adopt the agenda, Director Dr. Clifford Young second the motion. The agenda was adopted by a unanimous vote.

RESULT: APPROVED [UNANIMOUS]

MOVER: Michael Taylor, President SECONDER: Clifford Young, Director

AYES: Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young

PUBLIC PARTICIPATION

Mr. Don Griggs made comments to the Board of Directors for himself and on behalf of Mr. Hardy Brown. Mr. Anthony Araiza and June Hayes also made comments to the Board.

INFORMATION

• WELL PRODUCTION OPTIMIZATION PROJECT UPDATE

Operations Manager, Joanne Chan gave a presentation to the Board of Directors, updating them on the Well Optimization Project. This item was for information only. No votes were taken.

CONSENT CALENDAR

President Dr. Taylor motioned to approve the Consent Calendar and Vice President Kyle Crowther second the motion. There was no discussion. The following vote was taken:

RESULT: ADOPTED [UNANIMOUS]

MOVER: Michael Taylor, President SECONDER: Kyle Crowther, Vice President

AYES: Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young

- 1. MARCH 21, 2019 REGULAR BOARD MEETING MINUTES
- 2. APRIL 4, 2019 REGULAR BOARD MEETING MINUTES
- 3. APRIL 6, 2019 SPECIAL BOARD MEETING MINUTES
- 4. APPROVAL OF MARCH 2019 PURCHASE ORDER REPORT

BUSINESS MATTERS

5. APPROVAL OF PAYMENT TO ALBRIGHT, YEE AND SCHMIT, APC FOR PROFESSIONAL SERVICES RENDERED IN DECEMBER 2018, INVOICE NO. 25574: \$24,416.14; JANUARY 2019, INVOICE NO. 25647: \$12,062.00; JANUARY 2019, INVOICE NO. 25648: \$10,519.23; FEBRUARY 2019, INVOICE NO. 25709: \$8,869.10;

WVWD

FEBRUARY 2019, INVOICE NO. 25711: \$4,672.00; AND FEBRUARY 2019, INVOICE NO. 25713: \$17,232.83

There was no discussion on this item. President Dr. Taylor motioned to approve this item and Director Don Olinger second the motion. The following vote was them taken:

RESULT: APPROVED [3 TO 1]
MOVER: Michael Taylor, President
SECONDER: Donald Olinger, Director

AYES: Michael Taylor, Kyle Crowther, Donald Olinger

NAYS: Clifford Young

6. AMENDMENT TO ARTICLE 12 - GROUP MEDICAL RETIREMENT PLAN

President Dr. Taylor motioned to approve Items No. 6, 7, 9, 10, 11, 12, 13, and 14 in one vote. Director Dr. Young second the motion. There was no discussion on these items. The motion was approved by the following vote:

RESULT: APPROVED [UNANIMOUS]

MOVER: Michael Taylor, President SECONDER: Clifford Young, Director

AYES: Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young

7. REVISION OF ARTICLE 18- POLICY AND COMPLAINT PROCEDURE AGAINST HARASSMENT, DISCRIMINATION AND RETALIATION

President Dr. Taylor motioned to approve Items No. 6, 7, 9, 10, 11, 12, 13, and 14 in one vote. Director Dr. Young second the motion. There was no discussion on these items. The motion was approved by the following vote:

RESULT: APPROVED [UNANIMOUS]

MOVER: Michael Taylor, President SECONDER: Clifford Young, Director

AYES: Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young

8. FUNDING FOR LEGISLATIVE ADVOCATE TO ASSIST WITH PROCUREMENT OF STATE-FUNDED GRANT OPPORTUNITIES

President Dr. Taylor motioned to move this item to a future meeting. Director Olinger second the motion which passed unanimously. There was no discussion on this item.

RESULT: TABLED [UNANIMOUS]
MOVER: Michael Taylor, President
SECONDER: Kyle Crowther, Vice President

AYES: Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young

9. FUNDING MATCH REQUIREMENTS: GRANT FUNDING OPPORTUNITIES 2019

President Dr. Taylor motioned to approve Items No. 6, 7, 9, 10, 11, 12, 13, and 14 in one vote. Director Dr. Young second the motion. There was no discussion on these items. The motion was approved by the following vote:

WVWD

RESULT: APPROVED [UNANIMOUS]

MOVER: Michael Taylor, President SECONDER: Clifford Young, Director

AYES: Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young

10. RESOLUTION 2019-5, APPLICATION FOR ECONOMIC ASSISTANCE GRANT

President Dr. Taylor motioned to approve Items No. 6, 7, 9, 10, 11, 12, 13, and 14 in one vote. Director Dr. Young second the motion. There was no discussion on these items. The motion was approved by the following vote:

RESULT: APPROVED [UNANIMOUS]

MOVER: Michael Taylor, President SECONDER: Clifford Young, Director

AYES: Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young

11. CONSIDER AN AMENDMENT TO TASK ORDER NO. 2 WITH MICHAEL BAKER INTERNATIONAL, INC. FOR DESIGN OF PUMP STATION 7-2 EMERGENCY GENERATOR

President Dr. Taylor motioned to approve Items No. 6, 7, 9, 10, 11, 12, 13, and 14 in one vote. Director Dr. Young second the motion. There was no discussion on these items. The motion was approved by the following vote:

RESULT: APPROVED [UNANIMOUS]

MOVER: Michael Taylor, President SECONDER: Clifford Young, Director

AYES: Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young

12. CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH FFF RIALTO, LLC

President Dr. Taylor motioned to approve Items No. 6, 7, 9, 10, 11, 12, 13, and 14 in one vote. Director Dr. Young second the motion. There was no discussion on these items. The motion was approved by the following vote:

RESULT: APPROVED [UNANIMOUS]

MOVER: Michael Taylor, President SECONDER: Clifford Young, Director

AYES: Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young

13. CONSIDER A WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT EL RIVINO INDUSTRIAL I, LLC.

President Dr. Taylor motioned to approve Items No. 6, 7, 9, 10, 11, 12, 13, and 14 in one vote. Director Dr. Young second the motion. There was no discussion on these items. The motion was approved by the following vote:

WVWD

RESULT: APPROVED [UNANIMOUS]

MOVER: Michael Taylor, President SECONDER: Clifford Young, Director

AYES: Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young

14. CONSIDER AWARD OF CONTRACT FOR VALLEY BLVD. WATERLINE INSTALLATION FROM ACACIA AVE. TO EUCALYPTUS AVE.

President Dr. Taylor motioned to approve Items No. 6, 7, 9, 10, 11, 12, 13, and 14 in one vote. Director Dr. Young second the motion. There was no discussion on these items. The motion was approved by the following vote:

RESULT: APPROVED [UNANIMOUS]

MOVER: Michael Taylor, President SECONDER: Clifford Young, Director

AYES: Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young

REPORTS - LIMITED TO 5 MINUTES MAXIMUM (Presentations or handouts must be provided to Board Members in advance of the Board Meeting).

Board Members

- President Dr. Taylor Commented on the success of the Earth Day event that took place on April 13, 2019. He applauded the efforts of the staff that made the event successful.
- O Director Olinger Also thanked the staff for the work and efforts made for the Earth Day event. Director Olinger thanked June Hayes from San Bernardino Valley Municipal Water District, for the kind comments she made to her Board at their meeting. He also informed the Board that he toured Well 7 with Mr. John Martin from Production, the previous week to see the work being done. He thanked Mr. Martin for the tour and remarked that he was very impressed with the extensive knowledge Mr. Martin has regarding the district and water wells.
- O Vice President Kyle Crowther Apologized to the staff for not being able to attend the Earth Day event due to a previous conflicting commitment. He heard the event was very successful and thanked the staff for all their efforts in making the event a success.

Legal Counsel

o No report.

• General Manager

O General Manager, Clarence Mansell informed the Board that Public Affairs Manager, Naseem Farooqi, prepared two presentations for the Board. The first presentation was an update on a new mobile application for the West Valley Water District that is available to the public, on both Apple and Android based phones. The second presentation was a review of the first West Valley Water District's Earth Day event that took place on April 13, 2019. A survey regarding the district was distributed to the attending public during the event. Mr. Farooqi presented the survey findings to the Board. The event was highly successful and the survey findings were overall, positive.

WVWD

CLOSED SESSION

Director Greg Young attended Closed Session and was excused from Open Session.

Mr. Tafoya reported that the Board was offered two options as part of the settlement agreement for the San Bernardino Valley Municipal Water District, et al., v San Gabriel Valley Company, et al case. The options were to receive \$3,000,000.00 in water replenishment credits or \$1,500,000.00 in cash. The Board voted 5-0 to accept \$3,000,000.00 in water replenishment credits. The Board also voted 5-0 to appoint Mr. Logan Olds to the position of Assistant General Manager. No further action was taken during closed session.

- PUBLIC EMPLOYEE APPOINTMENT Pursuant to Government Code 54957 Title: Assistant General Managers
- PUBLIC EMPLOYEE APPOINTMENT Pursuant to Government Code 54957 Title: Assistant General Managers
- CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION Pursuant to paragraph one (1) of subdivision (d) of Government Code Section 54956.9 Case Name: International Union of Operating Engineers Local 12 v. WVWD Charge No. LA-CE-1319-M
- CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION Pursuant to paragraph one (1) of subdivision (d) of Government Code Section 54956.9 Case Name: International Union of Operating Engineers Local 12 v. WVWD PERBS Case No. LA-RR-1285M
- CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION Pursuant to paragraph one (1) of subdivision (d) of Government Code Section 54956.9 Case Name: International Union of Operating Engineers Local 12 v. WVWD PERBS Case No. LA-RR-1286M
- CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION Pursuant to Government Code Section 54956.9(a): San Bernardino Valley Municipal Water District, et al., v San Gabriel Valley Company, et al; San Bernardino County Superior Court Case No. CIVDS1311085 / Fourth District Court of Appeal Division Two, Case No. E063180
- CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: Number of Cases: Four (4)

ADJOURN

The meeting adjourned at 7:45 PM.

WVWD

Dr. Michael Taylor
President of the Board of Directors
of West Valley Water District

ATTEST:

Crystal L. Escalera, Board Secretary

WVWD



BOARD OF DIRECTORS STAFF REPORT

DATE: May 16, 2019

TO: Board of Directors

FROM: Clarence Mansell Jr., General Manager

SUBJECT: RECEIVE AND FILE MARCH 2019 CASH DISBURSEMENTS REPORT

BACKGROUND:

Each month, the Accounting Department provides a complete listing of all disbursements for the previous month in an effort to promote fiscal responsibility and accountability over the expenditure of public funds. This process includes providing the Board of Directors and ratepayers the opportunity to review expenses for supplies, materials, services, and payroll for review and approval. Payroll is processed bi-weekly and accounts payable is processed weekly. Information to justify each payment is available through the Accounting Department. For reference, Customer Refunds are credits due as a result of closing a water account.

DISCUSSION:

Accounts payable for March 2019 include 202 checks issued from check numbers 74973 through 75174 and 57 electronic fund transfers (EFT) from 3494 through 3550 for a total of \$2,499,587.35. Payroll disbursements for March 2019 total \$693,401.66. Disbursements for March 2019 for both accounts payable and payroll total \$3,192,989.01.

STAFF RECOMMENDATION:

Receive and file.

Respectfully Submitted,

Clarence C. Mansell

Clarence Mansell Jr, General Manager

CM;jv

ATTACHMENT(S):

- 1. EFT Payroll Cash Disbursement Report
- 2. AP Cash Disbursement Report

WEST VALLEY WATER DISTRICT PAYROLL GROSS WAGES FISCAL YEAR 2018 - 2019

Report Month	Description	From	То	Gross Wages Paid
July 2018	Manual Check	06/15/18	07/05/18	5,319.95
July 2018	Pay Period #14	06/15/18	06/29/18	256,761.29
July 2018	Monthly Pay Period #7	06/01/18	06/30/18	7,203.00
July 2018	Pay Period #15	06/29/18	07/13/18	246,886.43
July 2018	Manual Check	07/13/18	07/19/18	3,332.45
	Total for July 2018			519,503.12
August 2018	Pay Period #16	07/13/18	07/27/18	250,850.53
August 2018	Monthly Pay Period #8	07/01/18	07/31/18	6,321.00
August 2018	Manual Check	07/27/18	08/06/18	2,625.29
August 2018	Manual Check	07/27/18	08/10/18	27,441.77
August 2018	Pay Period #17	07/27/18	08/10/18	243,822.70
August 2018	Safety Celebration			3,650.00
August 2018	Pay Period #18	08/10/18	08/24/18	237,358.82
	Total for August 2018			772,070.11
September 2018	Monthly Pay Period #9	08/01/18	08/31/18	6,762.00
September 2018	Pay Period #19	08/24/18	09/07/18	248,656.48
September 2018	Pay Period #20	09/07/18	09/21/18	243,379.26
Coptomicor 2010	•		00/21/10	
	Total for September 201	8		498,797.74
October 2018	Monthly Pay Period #10	09/01/18	09/30/18	7,350.00
October 2018	Pay Period #21	09/21/18	10/05/18	248,781.81
October 2018	Manual Check	10/05/18	10/12/18	5,633.25
October 2018	Manual Check	10/05/18	10/18/18	2,982.02
October 2018	Pay Period #22	10/05/18	10/19/18	251,858.33
	Total for October 2018			516,605.41
November 2018	Monthly Pay Period #11	10/01/18	10/31/18	7,188.30
November 2018	Pay Period #23	10/19/18	11/02/18	246,599.90
November 2018	Longevity and SLCO Pay			58,662.40
November 2018	Manual Check	10/19/18	11/16/18	6,556.32
November 2018	Pay Period #24	11/02/18	11/16/18	255,286.83
	Total for November 2018	3		574,293.75
December 2018	Pay Period #25	11/16/18	11/30/18	252,617.38
December 2018	Monthly Pay Period #12	11/01/18	11/30/18	6,953.10
December 2018 December 2018	Manual Check Pay Period #26	11/30/18	12/14/18	- 251,684.40
	Total for December 2018	8		511,254.88
January 2019	Pay Period #1	12/14/18	12/28/18	265,765.10
January 2019	Monthly Pay Period #1	12/01/18	12/31/18	7,276.50
January 2019 January 2019	Pay Period #2 Pay Period #3	12/28/18 01/11/19	01/11/19 01/25/19	268,970.48 277,518.19
	•	2		·
	Total for January 2019			819,530.27

WEST VALLEY WATER DISTRICT PAYROLL GROSS WAGES FISCAL YEAR 2018 - 2019

Report Month	Description	From	То	Gross Wages Paid
February 2019	Monthly Pay Period #2	01/01/19	01/31/19	7,276.50
February 2019	Safety Celebration			3,750.00
February 2019	Pay Period #4	01/25/19	02/08/19	274,217.80
February 2019	Pay Period #5	02/08/19	02/22/19	272,881.89
	Total for February 2019			558,126.19
	0 1 110 11 51 10	00/00/40	00/00/40	00.000.05
March 2019	Supplemetal Payroll - Final Pay	02/22/19	03/08/19	20,300.25
March 2019	Monthly Pay Period #3	03/01/19	03/31/19	6,468.00
March 2019	Manual Check	02/22/19	03/08/19	6,052.00
March 2019	Manual Check	02/22/19	03/08/19	16,045.37
March 2019	Pay Period #6	02/22/19	03/08/19	266,570.29
March 2019	Pay Period #7	03/08/19	03/22/19	264,804.64
	Total for March 2019			580,240.55

WEST VALLEY WATER DISTRICT EFT AND PAYROLL ITEMS MARCH 2019

Date	Item	Check No. or EFT	Amount
03/01/19	Supplemental Payroll - Final Pay	none	
03/07/19	Monthly Pay Period #3	none	
03/08/19	Manual Check	8437	3,305.28
03/08/19	Manual Check	8438	13,113.50
03/14/19	Pay Period #4	8439-8442	5,958.29
03/28/19	Pay Period #5	8443-8447	8,397.52
	Total Checks		30,774.59
03/01/19	Supplemental Payroll Final - Pay Direct Deposit	EFT	18,544.28
03/01/19	Federal Tax Withheld Social Security & Medicare	EFT	3,105.94
03/01/19	State Tax Withheld	EFT	203.00
03/07/19	Monthly Pay Period #3 Direct Deposits	EFT	5,653.06
03/07/19	Federal Tax Withheld Social Security & Medicare	EFT	1,264.84
03/07/19	State Tax Withheld	EFT	44.90
03/08/19	Federal Tax Withheld Social Security & Medicare	EFT	937.96
03/08/19	State Tax Withheld	EFT	307.65
03/08/19	Nationwide Deferred Compensation	EFT	1,500.00
03/08/19	Nationwide - Employer Match Benefit	EFT	75.00
03/08/19	Nationwide - 401(a) Employer Match Benefit	EFT	1,500.00
03/08/19	Federal Tax Withheld Social Security & Medicare	EFT	2,455.48
03/08/19	State Tax Withheld	EFT	1,704.13
03/14/19	Pay Period #4 Direct Deposits	EFT	175,210.01
03/14/19	Federal Tax Withheld Social Security & Medicare	EFT	68,332.82
03/14/19	State Tax Withheld and State Disability Insurance	EFT	13,205.53
03/14/19	Lincoln Deferred Compensation Withheld	EFT	12,756.20
03/14/19	Lincoln - Employer Match Benefit	EFT	3,400.00
03/14/19	Lincoln - 401(a) Employer Match Benefit	EFT	1,655.95
03/14/19	Nationwide Deferred Compensation	EFT	1,984.20
03/14/19	Nationwide - Employer Match Benefit	EFT	450.00
03/14/19	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	24,198.47
03/14/19	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	13,471.76
03/14/19	California State Disbursement	EFT	1,207.46
03/28/19	Pay Period #5 Direct Deposits	EFT	173,344.01
03/28/19	Federal Tax Withheld Social Security & Medicare	EFT	66,557.86
03/28/19	State Tax Withheld and State Disability Insurance	EFT	12,485.12
03/28/19	Lincoln Deferred Compensation Withheld	EFT	12,532.72
03/28/19	Lincoln - Employer Match Benefit	EFT	3,375.00
03/28/19	Lincoln - 401(a) Employer Match Benefit	EFT	392.50
03/28/19	Nationwide Deferred Compensation	EFT	1,984.20
03/28/19	Nationwide - Employer Match Benefit	EFT	450.00
03/28/19	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	23,919.33
03/28/19	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT 	13,210.23
03/28/19	California State Disbursement	EFT	1,207.46
	Total EFT	_	662,627.07
	Grand Total Payroll Cash	=	693,401.66
	•	=	,

		C PAYMENTS			
1	74973		VOID	\$	-
2		ACWA /JPIA	MEDICAL/DENTAL/VISION/EAP	\$	160,091.89
3		AIR & HOSE SOURCE INC	REPAIRS & MAINTENANCE	\$	1,063.02
4		VOID	VOID	\$ \$	70.00
5		ASBCSD AT&T	SPECIAL DISTRICTS MEETING		70.00
6 7		CEMEX INC	OFFICE LINES SHOP SUPPLIES	\$ \$ \$	1,796.58 352.26
8		CHANDLER ASSET MANAGEMENT	CONSULTANTS	Φ C	1,027.20
9		CITY OF RIALTO	UUTAX	\$	40,324.81
10		CITY OF SAN BERNARDINO	LYTLE CREEK STREAMFLOW	\$	10,343.61
11		COLONIAL SUPPLEMENTAL INSURANCE	EMPLOYEES PAYMENTS	\$	2,887.97
12		CSC ENGINEERING CONSTRUCTION	CONTRACTOR LABOR	\$	22,602.84
13	74985	DAN'S LAWNMOVER CENTER	REPAIRS & MAINTENANCE	\$	267.92
14	74986	DAVE NORMAN COMMONS	CONSULTANT	\$	2,225.27
15	74987	EXECUTIVE ENVIRONMENTAL SERVICE	CONTRACTOR LABOR	\$	2,509.20
16	74988	FAST SERVICE	CUSTOMER SERVICES	\$	317.00
17	74989	FULLMER CONSTRUCTION-PERMIT AC	DEPOSIT REFUND	\$	2,981.20
18		KENNY J HERNANDEZ	EXPENSE REIMBURSEMENT	\$ \$ \$	27.60
19	74991	JAROLD D HILL	D3 CERTIFICATION	\$	100.00
20		HOME DEPOT	REPAIRS/MAINTENANCE	\$	3,752.97
21		INLAND EMPIRE EMP ADVISORY COU	TRAINING-MARTINEZ/BECKER	\$	80.00
22		KASCH GRAPHIC DESIGNS	REPAIRS & MAINTENANCE	\$ \$	237.05
23		LEGAL SHIELD	EMPLOYEES PAYMENTS	\$	688.65
24	74996 74997	LOPEZ, JESUS	CUSTOMER REFUND	\$	106.65 52.87
25 26	74997 74998	MACIAS, RICHARD MINUTEMAN PRESS OF RANCHO CUCA	CUSTOMER REFUND 2019 CALENDARS	\$ \$ \$	4,727.53
27	74990	NATIONAL METER & AUTOMATION	PROJECT SUPPLIES	Φ C	4,699.55
28		VOID	VOID		-,099.55
29	75001	OCCUPATIONAL HEALTH CENTERS	RECRUITMENT	\$ \$ \$	103.00
30	75002	OLDCASTLE ENCLOSURE SOLUTIONS	METERS & AMR'S	\$	1,653.97
31	75003	PACK N MAIL	CUSTOMER SERVICES		194.00
32	75004	PG MECHANICAL	EQUIPMENT MAINTENANCE	\$ \$	730.00
33	75005	PR DIAMOND PRODUCTS INC.	TOOLS	\$	495.00
34	75006	RAMCO RECYCLED AGGREGATE MATERIALS	DISPOSAL FEES / SHOP SUPPLIES	\$	970.64
35	75007	RED WING BUSINESS ADVANTAGE AC	SAFETY BOOTS-HERNANDEZ	\$	189.53
36	75008	RIALTO WATER SERVICES	WATER/SEWER	\$ \$	67.17
37	75009	ROYAL INDUSTRIAL SOLUTIONS	REPAIRS/MAINTENANCE	\$	1,023.32
38	75010	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASES	\$	32.00
39	75011	SO CALIFORNIA EDISON	BLF ELECTRIC	\$ \$ \$	177.20
40		TAPIA, GABRIELLA N.	CARLE (INTERNET	\$	103.20
41 42		TIME WARNER CABLE TOTAL FUNDS BY HASLER	CABLE/INTERNET POSTAGE		111.37 318.48
43		VERIZON WIRELESS PHONES	CELL PHONES	\$ \$	53.38
44		YO FIRE	REPAIRS & MAINTENANCE	\$	17,283.36
45	75017	AIR & HOSE SOURCE INC	REPAIRS & MAINTENANCE	\$	492.82
46		AIRGAS WEST INC	REPAIRS/MAINTENANCE	\$	136.85
47		AMAZON	OFFICE SUPPLIES	\$	5,629.42
48		SALVATORE BERTOLA III	EXPENSE REIMBURSEMENT	\$	21.38
49	75021	BURRTEC WASTE INDUSTRIES INC	DISPOSAL FEES	\$	803.79
50	75022	CED CREDIT OFFICE	REPAIRS & MAINTENANCE	\$	423.24
51	75023	CEMEX INC	SHOP SUPPLIES	\$	121.89
52	75024	CINTAS CORPORATION	JANITORIAL SERVICES	\$	486.89
53	75025	VOID	VOID	\$ \$	-
54	75026	COMPUTERIZED EMBROIDERY COMPANY	UNIFORMS	\$	284.28
55	75027	DAVE NORMAN COMMONS	CONSULTANT	\$	424.00
56	75028	ELIJAH WALKER	TOILET REBATE	\$ \$	100.00
57 58	75029 75030	ENGINEER SUPPLY FLYERS ENERGY LLC	REPAIRS & MAINTENANCE UNLEADED FUEL	\$ \$	2,399.97 10,566.15
58 59		GEORGE, ANDREW	CUSTOMER REFUND	\$ \$	80.08
60		GRAINGER INC	REPAIRS/MAINTENANCE	\$ \$	894.21
61		SERGIO A GRANDA	TURF REPLACEMENT REBATE	\$	1,828.57
62	75034	KENNY J HERNANDEZ	EXPENSE REIMBURSEMENT	\$	94.96
	-		-	•	

63	75035	KONICA MINOLTA BUSINESS	COPIER MAINTENANCE	\$ \$	391.03
64	75036	NADIA LOUKEH	EXPENSE REIMBURSEMENT	\$	390.00
65	75037	LOWES	REPAIRS/MAINTENANCE	\$	1,725.60
66	75038	PATRICIA A LUNDIN	COPIER MAINTENANCE EXPENSE REIMBURSEMENT REPAIRS/MAINTENANCE MEDICARE PART B REIMBURSEMENT METERS & AMDIS	\$	1,125.00
67	75039	MCCALLS METERS INC	METERS & AMR'S	\$	9,842.14
68	75040	MCMASTER-CARR	REPAIRS/MAINTENANCE	\$ \$ \$	170.38
69	75041	ERNEST MONTELONGO	EXPENSE REIMBURSEMENT	\$	20.00
70	75042	NAVA JESSICA/JAIME	CUSTOMER REFUND	\$	20.57
71	75043	NED'S OIL SALES INC	REPAIRS/MAINTENANCE	\$	19.08
72	75044	O'REILLY ALITO PARTS	VEHICLES MAINTENANCE	\$	296.26
73	75045	KONICA MINOLTA BUSINESS NADIA LOUKEH LOWES PATRICIA A LUNDIN MCCALLS METERS INC MCMASTER-CARR ERNEST MONTELONGO NAVA, JESSICA/JAIME NED'S OIL SALES INC O'REILLY AUTO PARTS ANTHONY OSORNIA S	EXPENSE DEIMBLIDSEMENT	φ	20.00
74	75046	PG MECHANICAL	EOLIDMENT MAINTENANCE	¢	860.00
7 4 75	75040	PR PRINTING	REPAIRS/MAINTENANCE MEDICARE PART B REIMBURSEMENT METERS & AMR'S REPAIRS/MAINTENANCE EXPENSE REIMBURSEMENT CUSTOMER REFUND REPAIRS/MAINTENANCE VEHICLES MAINTENANCE EXPENSE REIMBURSEMENT EQUIPMENT MAINTENANCE OFFICE SUPPLIES	\$ \$ \$ \$ \$	444.24
76	75047 75048	DAMCO DECYCLED ACCDECATE MATERIALS	DISDOSAL EEES / SHOD SLIDDLIES	\$ \$	814.10
70 77	75048 75049	CLIFFORD DAY	EVENUE DEIMBURGEMENT	φ	
	75049	CLIFFURD RAT	EXPENSE REINIBURSEMENT	\$ \$ \$	28.39
78	75050	RIAL TO WATER SERVICES	WATER/SEWER	\$	123.96
79	75051	RIALTO WATER SERVICES SALGADO, JOSE TAFOYA & GARCIA LLP THE GAS COMPANY	CUSTOMER REFUND	\$	49.89
80	75052	TAFOYA & GARCIA LLP	LEGAL FEES	\$ \$ \$	29,923.20
81	75053	THE GAS COMPANY	WTP GAS	\$	114.71
82	75054	TYLER TECHNOLOGIES INC	COMPUTER SOFTWARE	\$	123,933.85
83	75055	THE GAS COMPANY TYLER TECHNOLOGIES INC UNITED STATES POSTAL SERVICE USA BLUEBOOK	POSTAGE	\$	500.00
84	75056	PG MECHANICAL PR PRINTING RAMCO RECYCLED AGGREGATE MATERIALS CLIFFORD RAY RIALTO WATER SERVICES SALGADO, JOSE TAFOYA & GARCIA LLP THE GAS COMPANY TYLER TECHNOLOGIES INC UNITED STATES POSTAL SERVICE USA BLUEBOOK VANEVENHOVEN, KELLI VULCAN MATERIALS COMPANY WESTERN STATES ENGINEERING YO FIRE CITY OF RIALTO CITY OF RIALTO ALBERT A WEBB ASSOCIATES ASBCSD AT&T AT&T AT&T AT&T AT&T LONG DISTANCE AT&T MOBILITY CEMEX INC CITY OF SAN BERNARDINO COLTON PUBLIC UTILITIES CSC ENGINEERING CONSTRUCTION DAVID N M TURCH DIGITAL IMAGE SOLUTIONS, LLC EAST VALLEY WATER DISTRICT GRAINGER INC HARDY & HARPER HERNANDEZ, SERGIO & ANGELA JAROLD D HILL HUANG, FENFEN MCCALLS METERS INC	REPAIRS/MAINTENANCE	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	497.24
85	75057	VANEVENHOVEN, KELLI VULCAN MATERIALS COMPANY	CUSTOMER REFUND	\$	32.68
86	75058	VULCAN MATERIALS COMPANY	SHOP SUPPLIES	\$	833.81
87	75059	WESTERN STATES ENGINEERING	REPAIRS & MAINTENANCE	\$	2,360.00
88	75060	YO FIRE	INVENTORY	\$	1,712.24
89	75061	CITY OF RIALTO	PERMIT FEES	\$	3,036.60
90	75062	CITY OF RIALTO	PERMIT FEES	\$	1,495.80
91	75063	ALBERT A WEBB ASSOCIATES	ENGINEERING SERVICES	\$	1,357.82
92	75064	ASBCSD	SPECIAL DISTRICTS MEETING	\$ \$ \$	96.00
93	75065	AT&T	CIRCUIT LINES / WTP	\$	2,021.65
94	75066	AT&T	INTERNET	\$	135.00
95	75067	AT&T LONG DISTANCE	OFFICE / WTP	\$	111.27
96	75068	AT&T MORILITY	CELL PHONES	\$	23.12
97	75060	CITY OF RIALTO ALBERT A WEBB ASSOCIATES ASBCSD AT&T AT&T AT&T LONG DISTANCE AT&T MOBILITY CEMEX INC CITY OF SAN BERNARDING	SHOP SUPPLIES	\$ \$ \$ \$ \$ \$ \$ \$ \$	241.00
98	75070	CITY OF SAN REPNAPOING	WATER	Ψ ©	36.30
99	75070	COLTON DURI IC LITH ITIES	WELL 184 ELECTRIC	Ψ C	338.83
100	75071	CSC ENGINEERING CONSTRUCTION	CONTRACTOR LAROR	φ	33,904.52
100	75072	DAVID N.M. TUDOU	CONCLITANT	φ	50,000.00
	75073	DIOITAL IMAGE COLLITIONS LLC	CODED MAINTENANCE	φ	
102	75074	DIGITAL IMAGE SOLUTIONS, LLC EAST VALLEY WATER DISTRICT GRAINGER INC	COPIER MAINTENANCE	\$ \$ \$	382.35
103	75075	EAST VALLEY WATER DISTRICT	SPONSORSHIP	\$	1,000.00
104	75076	GRAINGER INC	REPAIRS/MAINTENANCE	\$	777.27
105	75077	HARDY & HARPER	STREET PATCHING	\$ \$ \$	89,389.67
106	75078	HERNANDEZ, SERGIO & ANGELA	CUSTOMER REFUND	\$	53.55
107	75079	JAROLD D HILL	T2 CERTIFICATION	\$	125.00
108	75080	HUANG, FENFEN	CUSTOMER REFUND	\$	57.97
109	75081	MCCALLS METERS INC	REPAIRS/MAINTENANCE	\$	3,890.00
110	75082	MINUTEMAN PRESS OF RANCHO CUCA	OFFICE SUPPLIES	\$	4,731.30
111	75083	NORM'S REFRIGERATION, LLC	REPAIRS & MAINTENANCE	\$	1,057.77
112	75084	POTTER, THOMAS	CUSTOMER REFUND	\$ \$	109.40
113	75085	RIALTO TROPHY & SIGNS.COM	OFFICE SUPPLIES	\$	106.40
114	75086	RIALTO WATER SERVICES	WATER/SEWER	\$ \$	30.42
115	75087	RIOS, RICARDO M/DIANA	CUSTOMER REFUND	\$	29.76
116	75088	MATHIS GROUP: MATHIS & ASSOCIA	CONSULTANTS	\$	1,687.50
117	75089	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASES	\$ \$	16.00
118	75090	SC FONTANA DEVELOPMENT	DEPOSIT REFUND	\$	6,861.30
119	75091	STATE WATER RESOURCES CONTROL	D3 CERTIFICATION-HILL	\$	90.00
120	75092	THE FIELLO GROUP / FAST SIGNS	OFFICE SIGNS	\$	232.75
121	75093	THE GAS COMPANY	OFFICE GAS	\$ \$ \$	583.95
122	75094	US BANK	INTERESTS	\$	451,725.00
123	75095	VERIZON WIRELESS PHONES	CELL PHONES	\$	4,396.89
124	75096	WILLIAMS, BRANDYRENE	CUSTOMER REFUND	\$	55.84
125	75097	ACEVEDO,RICARDO	CUSTOMER REFUND	\$	54.09
				*	55

126	75098	ALVARADO, RAFAEL	CUSTOMER REFUND	\$	26.58
127	75099	AMS PAVING	CUSTOMER REFUND	\$	1,718.12
128	75100	AVALOS, JENNIFER	CUSTOMER REFUND	\$	74.61
129	75101	BLANCO, MARIA	CUSTOMER REFUND	\$ \$	29.28
130	75102	BRIDGES, TAMISHA	CUSTOMER REFUND		88.34
131	75103	CAMPBELL,THOMAS D.	CUSTOMER REFUND	***	72.88
132	75104	CHANG, CHIA YIE VICTOR	CUSTOMER REFUND	\$	112.02
133	75105	COLEMAN, DAVID	CUSTOMER REFUND	\$	13.24
134	75106	COLOMBO, LUKAS & GINA	CUSTOMER REFUND	φ	11.98
135	75100 75107	CUNDIEFF, JESSICA & ALEX	CUSTOMER REFUND	ψ	50.04
136		·		φ	
	75108	D.R. HORTON	CUSTOMER REFUND	Ф	23.85
137	75109	DIAZ, HOMER & ELSA	CUSTOMER REFUND	\$	74.28
138	75110	ELLIS, KAMILAH / GREGORY	CUSTOMER REFUND	\$	109.06
139	75111	EVANS, STACCI	CUSTOMER REFUND	\$	41.13
140	75112	GIM, AURORA	CUSTOMER REFUND	\$	66.87
141	75113	GUERRERO, JENNIE/ MARTIN GUTIERREZ, GERARDO J.	CUSTOMER REFUND	\$	57.42
142	75114	GUTIERREZ, GERARDO J.	CUSTOMER REFUND	\$	40.29
143	75115	GUZMAN, PAULA	CUSTOMER REFUND	\$	32.67
144	75116	HADNOT, BRANDON	CUSTOMER REFUND	\$ \$ \$	61.96
145	75117	HAWKINS, PERRY	CUSTOMER REFUND	\$	5.56
146	75118	JAMES MCMINN INC.	CUSTOMER REFUND	\$	1,803.84
147	75119	L D ANDERSON INC	CUSTOMER REFUND		1,794.56
148	75120	LENNAR COMMUNITIES	CUSTOMER REFUND	\$	60.01
149	75121	LENNAR HOMES	CUSTOMER REFUND	\$	614.50
150	75122		CUSTOMER REFUND	* * * * * * * * * * * * * * *	51.52
151	75123	MA, JUSTIN	CUSTOMER REFUND	Φ	76.41
152	75123	MAZZRILLO, AARON	CUSTOMER REFUND	Ψ	77.23
153		MCINTOSH, PATRICK		φ	
	75125		CUSTOMER REFUND	Ф	44.92
154	75126	MEDINA, MARICELA	CUSTOMER REFUND	5	7.85
155	75127	MIRANDA, GABRIELA	CUSTOMER REFUND	\$	67.41
156	75128	MONTGOMERY, MISHAL	CUSTOMER REFUND	\$	38.82
157	75129	NAVARRO, ELSY	CUSTOMER REFUND	\$	33.72
158	75130	NGUYEN, LAC VAN	CUSTOMER REFUND	\$	56.42
159	75131	PONCE, ROBERT	CUSTOMER REFUND	\$	53.26
160	75132	RANKINS, DAVID	CUSTOMER REFUND		50.32
161	75133	ROBIN T RAY	CUSTOMER REFUND	\$ \$	60.00
162	75134	RODRIGUEZ, VANESSA	CUSTOMER REFUND	\$	54.52
163	75135	SADOSKI, HANNAH	CUSTOMER REFUND		13.96
164	75136	SANABRIA, DARLING P	CUSTOMER REFUND	\$ \$ \$	23.79
165	75137	SANCHEZ, GUADALUPE/ OCTAVIO	CUSTOMER REFUND	\$	72.14
166	75138	SANDOVAL-GARIBAY, GUADALUPE	CUSTOMER REFUND	\$	73.62
167	75139	SIMPSON, GARY	CUSTOMER REFUND	\$ \$ \$	49.88
168	75140	SINGH, DALJIT	CUSTOMER REFUND	Φ	40.03
169	75140	SMITH, OSCAR H	CUSTOMER REFUND	\$	22.11
				\$ \$	
170		URIBE FONSECA, BEATRIZ P.	CUSTOMER REFUND	,	42.71
171		VINTAGE FLIP	CUSTOMER REFUND	\$	20.84
172	75144	WORTHINGTON, TYLER	CUSTOMER REFUND	\$	33.38
173	75145	YU, RAY/LIANG, MACY	CUSTOMER REFUND	\$	20.98
174	75146	ZARATE GUERRERO, CARLOS	CUSTOMER REFUND	\$	40.94
175	75147	ZIELLO, ROBERT	CUSTOMER REFUND	\$	9.04
176	75148	2018-3 IH BORROWER LP	CUSTOMER REFUND	\$	70.93
177	75149	AEROTEK INC	OUTSIDE LABOR	\$	24,670.77
178	75150	ALBERT A WEBB ASSOCIATES	ENGINEERING SERVICES	\$	4,402.50
179	75151	APPLIED TECHNOLOGY GROUP INC	REPAIRS & MAINTENANCE	\$	3,627.00
180	75152	AQUA-METRIC SALES CO	INVENTORY	\$	37,373.86
181	75153	BAE SYSTEMS APPLIED INTELLIGEN	EMAIL SERVICES	\$	2,094.64
182	75154	DAVE NORMAN COMMONS	CONSULTANT	\$	1,155.00
183	75155	ELITE ROAD SERVICE & TIRE INC	VEHICLES REPAIR/MAINTENANCE	\$	358.26
184	75156	ENTERPRISE FLEET MANAGEMENT IN	LEASED/MAINTENANCE VEHICLES	\$	7,182.21
185	75150 75157	GRESHAM SAVAGE NOLAN & TILDEN	LEGAL FEES	\$ \$	2,473.51
				\$ \$	
186	75158 75150	INLAND EMPIRE UTILITIES AGENCY	WATER		530,413.60
187	75159 75160	KIRTLEY CONSTRUCTION INC	CONTRACTOR LABOR	\$	4,100.00
188	75160	LEAL TREJO ATTORNEYS AT LAW	LEGAL FEES	\$	43,471.97

189 190 191 192 193 194 195 196 197 198	75161 75162 75163 75164 75165 75166 75167 75168 75169 75170 75171	ANTHONY OSORNIA S RIALTO CHAMBER OF COMMERCE SCOTT EQUIPMENT INC. SO CAL LOCKSMITH / MARY K DUNS SO CALIFORNIA EDISON SONSRAY MACHINERY STATE WATER RESOURCES CONTROL TESCO CONTROLS INC THE PACIFIC INSTITUTE AMERICAS EXPERIENCE ANNUAL STATE ANNUAL SCOTT CHAMBER OF COMMERCE ANNUAL SCOTT CHAMBER SO CALIFORNIA EDISON OFFICE SONSRAY MACHINERY BACK STATE WATER RESOURCES CONTROL TESCO CONTROLS INC THE PACIFIC INSTITUTE AMERICAS CONSTITUTE CONTROLS C	REACH PROGRAM ENSE REIMBURSEMENT UAL DUES AIRS & MAINTENANCE AIRS & MAINTENANCE CE/3AI PUMP/WTP/ DISTRICT PUMPS KHOE REPAIR ERTIFICATION-OSORNIA AIRS/MAINTENANCE SULTANT LE/INTERNET	***	4,219.45 155.00 300.00 479.27 125.00 86,135.90 1,493.83 105.00 585.90 4,735.00 110.88
200	75172	TOM DODSON & ASSOCIATES PERM	MIT FEES	\$	3,475.00
201 202			AL FEES P SUPPLIES	\$ \$	612.50 2,974.78
202			FOUFFLIES	φ	2,914.10
	EFT PA	AYMENTS			
203 204 205 206 207 208 209 210	3494 3495 3496 3497 3498 3499 3500 3501	ALL PRO ENTERPRISES INC. ARROWHEAD UNITED WAY BERTOLINE, GINA E DIAMOND ENVIRONMENTAL SERVICES FASTENAL COMPANY GARDEN INTERIORS JANITA EMPL EXPE FASTENAL COMPANY GARDEN INTERIORS GARDEN	CE SUPPLIES TORIAL SERVICES LOYEES PAYMENTS ENSE REIMBURSEMENT TABLE RESTROOM RENTAL AIRS/MAINTENANCE DEN MAINTENANCE TRACTOR LABOR	******	501.04 881.68 18.00 36.01 100.90 440.79 424.00 1,120.00
211	3502	HARRINGTON INDUSTRIAL PLASTICS REPA	AIRS/MAINTENANCE	\$	172.45
212 213 214	3503 3504 3505	INFOSEND INC BILLII OFFICE SOLUTIONS OFFICE	MICALS ING/POSTAGE CE SUPPLIES	\$ \$ \$	2,113.47 15,717.82 492.96
215 216	3506 3507	•	ENSE REIMBURSEMENT AIRS/MAINTENANCE	\$ \$	101.17 1,017.99
217	3508	YOUNG, CLIFFORD CALP	PERS LONG TERM CARE	\$	527.91
218	3509		FEES	\$	7,619.00
219 220	3510 3511	•	ENSE REIMBURSEMENT AIRS/MAINTENANCE	\$	2,778.43 1,048.11
221	3512		AIRS/MAINTENANCE	\$	883.74
222	3513		ING/POSTAGE	\$	17.35
223 224	3514 3515		REACH PROGRAM ENSE REIMBURSEMENT	\$ \$	1,200.00 20.00
225	3516		ENSE REIMBURSEMENT	\$	34.84
226	3517		SERVICES	\$ \$	97.50
227	3518	,	ENSE REIMBURSEMENT	\$ \$	20.00 176.35
228 229	3519 3520	•	ENSE REIMBURSEMENT FEES	э \$	640.78
230	3521		TORIAL SERVICES/SUPPLIES /UNIFORMS		1,446.77
231	3522		CE SUPPLIES	\$	59.26
232 233	3523 3524	•	ENSE REIMBURSEMENT AIRS/MAINTENANCE	\$ ¢	36.01 1,670.00
234	3525		MICALS	\$ \$	464.96
235	3526	INLAND EMPIRE RESOURCE CONS OUTF	REACH PROGRAM	\$ \$	180.00
236	3527		TRACTOR LABOR		292,493.64
237 238	3528 3529		CE SUPPLIES ENSE REIMBURSEMENT	\$ \$	99.71 81.45
239	3530		ENSE REIMBURSEMENT	\$	54.00
240	3531	PANTALEON, SOCORRO EXPE	ENSE REIMBURSEMENT	\$ \$	42.84
241	3532		ENSE REIMBURSEMENT	\$	20.00
242 243	3533 3534		INEERING SERVICES ERTIFICATION	\$ \$ \$	1,149.00 120.00
244	3535	•	MICALS	\$	7,018.41
245	3536		DSCAPE SERVICES	\$	12,396.92
246 247	3537 3538		RM FEES/SECURITY	\$ \$	2,071.76
248	3538 3539		ENSE REIMBURSEMENT TABLE RESTROOM RENTAL	\$ \$	11.04 100.89

CASH DISBURSEMENT REPORT MARCH 2019

249	3540	HASA INC.	CHEMICALS	\$ 507.24
250	3541	INFOSEND INC	BILLING/POSTAGE	\$ 11,640.61
251	3542	MERLIN JOHNSON CONST INC.	CONTRACTOR LABOR	\$ 3,600.00
252	3543	MICHAEL BAKER INTERNATIONAL	ENGINEERING SERVICES	\$ 8,912.95
253	3544	MILLER SPATIAL SERVICES LLC	GIS SERVICES	\$ 22,560.00
254	3545	SB VALLEY MUNICIPAL	BASELINE FEEDER	\$ 88,442.43
255	3546	STERLING WATER TECHNOLOGIES LLC	CHEMICALS	\$ 13,197.86
256	3547	TAFOYA & GARCIA LLP	LEGAL FEES	\$ 67,139.00
257	3548	TAYLOR, MICHAEL R	EXPENSE REIMBURSEMENT	\$ 146.80
258	3549	THERMO ELECTRON NORTH AMERICA	REPAIRS/MAINTENANCE	\$ 1,553.33
259	3550	ULINE	METERS SHOP SUPPLIES	\$ 1,029.29

CHECKS TOTAL \$ 1,923,138.89

EFT TOTAL \$ 576,448.46

GRAND TOTAL \$ 2,499,587.35



BOARD OF DIRECTORS STAFF REPORT

DATE: May 16, 2019

TO: Board of Directors

FROM: Clarence Mansell Jr., General Manager

SUBJECT: APPROVAL OF APRIL 2019 PURCHASE ORDER REPORT

BACKGROUND:

The West Valley Water District ("District") generated one hundred twenty-four (124) Purchase Orders ("PO") in the month of April 2019 to various vendors that provide supplies and services to the District. There were one hundred three (103) PO's issued below the General Manager's approval level, eighteen (18) PO's issued at the General Manager's approval level and three (3) PO's issued with Board approval. The total amount issued to PO's for the month of April 2019 was \$922,959.95. A table listing all PO's for April 2019 is shown in **Exhibit A**.

FISCAL IMPACT:

There is no fiscal impact for producing the April 2019 Purchase Order Report.

STAFF RECOMMENDATION:

Receive and file the April 2019 Purchase Order Report.

Respectfully Submitted,

Clarence C. Mansell

Clarence Mansell Jr, General Manager

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ATTACHMENT(S):

1. April 2019 Purchase Order Report

Exhibit A

West Valley Water District Monthly Purchase Order Report April 2019

	DATE	PO#	VENDOR NAME	AMOUNT	DESCRIPTION
1	4/2/2019		BANK OF AMERICA-1405	\$	ACWA 2019 CONF REGISTRATION FOR BOD KYLE CROWTHER
2	4/2/2019		BANK OF AMERICA-1405	\$	ACWA 2019 CONF REGISTRATION FOR BOD DR. M TAYLOR
3	4/2/2019		BANK OF AMERICA-1405	\$	OUTSTANDING BALANCE FOR WVWD RETREAT
4	4/2/2019		BANK OF AMERICA-1405	\$	ROUNDTRIP FLIGHT FOR BOD DR. TAYLOR TO ACWA CONF
5	4/2/2019		BANK OF AMERICA-1405	\$	LODGING FOR HR MGR FOR LCW 2019 CONF
6	4/2/2019	4426	TESCO CONTROLS INC	\$	ADDITION OF ANALOG INPUTS AT RTU52 FOR ROEMER
7	4/2/2019	4427	TESCO CONTROLS INC	\$ 5,410.68	FIBER CONNECTION FOR RTU 51 AND 52 AT ROEMER
8	4/2/2019		ACCURATE MEASUREMENT SYSTEMS.	\$ 	KROHNE ENVIROMAG 2100 2" FOR ARSENIC PLANT
9	4/2/2019	4429	FASTENAL COMPANY	\$ 1,555.99	500 LBS MAG. BRAKE CHAIN HOIST FOR ROEMER
10	4/2/2019	4430	MINUTEMAN PRESS OF RANCHO CUCA	\$ 1,063.17	PROMOTIONAL ITEMS FOR EARTH DAY 50 UMBRELLAS
11	4/2/2019	4431	BANK OF AMERICA-8709	\$ 2,654.90	WVWD LABELED WATER BOTTLES FROM WATER DEPOT INC.
12	4/2/2019	4432	MINUTEMAN PRESS OF RANCHO CUCA	\$ 3,508.50	TRIANGLE HIGHLIGHTERS FOR EARTH DAY EVENT
13	4/2/2019	4433	SOUTHWEST VALVE & EQUIPMENT	\$ 9,454.00	PRATT 2F11 BUTTERFLY VALVE 150# FOR ROEMER
14	4/2/2019	4434	QUINN COMPANY	\$ 607.10	REPAIR HYDRAULIC CYLINDER ON CASE 580SL BACKHOE
15	4/2/2019	4435	BANK OF AMERICA-8838	\$ 970.00	REGIST'N GOVT SOCIAL MEDIA CONF EXT AFFAIRS DEPT
16	4/2/2019	4436	BANK OF AMERICA-1405	\$ 671.60	ROUNDTRIP FLIGHT FOR ASST GM PACHECO TO ACWA CONF
17	4/2/2019	4437	BANK OF AMERICA-8838	\$ 1,474.00	TRAVEL FOR EXT. AFFAIRS MGR GOVT SOCIAL MEDIA CONF
18	4/2/2019	4438	BANK OF AMERICA-8838	\$	REGIST'N GOVT SOCIAL MEDIA CONF EXT AFFAIRS DEPT
19	4/2/2019		RAINBOW ICES	\$	ITALIAN ICE FOR EARTH DAY
20	4/4/2019		BANK OF AMERICA-8709	\$	STATIONARY BOOKSHELVES FOR ASSET MANAGEMENT LIBRARY
21	4/4/2019		BANK OF AMERICA-8709	\$	STATIONARY BOOKSHELVES FOR ASSET MANAGEMENT LIBRARY
22	4/4/2019		GENERAL PUMP COMPANY INC	\$ 	REPAIR GAC BOOSTER 1 AT ROEMER
23	4/4/2019		CRB SECURITY SOLUTIONS	\$ 4,840.00	ALARM SERVICES FOR WELLS WITH TREATMENT
24	4/4/2019		ROYAL INDUSTRIAL SOLUTIONS	\$ 	WIRE FOR NEW DECANT PUMP FOR ROEMER
25	4/4/2019		PUMPING SOLUTIONS INC	\$	PUMPS FOR ROEMER QTY 3
26	4/4/2019		LIBERMAN BROADCASTING, INC	\$ 	SPANISH RADIO EARTH DAY
27	4/4/2019		HILLTOP GEOTECHNICAL, INC.	\$	GEOTECH STUDY WELL 41
28	4/4/2019		MINUTEMAN PRESS OF RANCHO CUCA	\$ 	HANDOUTS FOR EARTH DAY
29	4/4/2019		SIMPSON SANDBLASTING & SPECIAL	\$ 	FINAL DISNFECTION AND CLEANING FOR RESERVOIR 5-1
30	4/4/2019		AMAZON BANK OF AMERICA 1405	\$	FRIEDRICH CHILL AC FOR FBR
31	4/8/2019		BANK OF AMERICA 1405	\$ 	LODGING FOR DR TAYLOR ACWA 2019 SPRING CONFERENCE
32	4/8/2019 4/8/2019		BANK OF AMERICA 1405	\$ 	LODGING FOR KCROWTHER ACWA 2019 SPRING CONFERENCE LODGING FOR RPCHECO ACWA 2019 SPRING CONFERENCE
34	4/8/2019		BANK OF AMERICA-1405 BANK OF AMERICA-1405	\$ -	ACWA 2019 SPRING CONFERENCE REGISTRATION
35	4/8/2019		ELITE ROAD SERVICE & TIRE INC	\$	TIRE REPAIR
36	4/8/2019		ELITE ROAD SERVICE & TIRE INC	\$	TIRE REPAIR
37	4/9/2019		BANK OF AMERICA-8709	\$ 	HOTEL/LODGING FOR APA CONGRESS FOR PAYROLL STAFF
38	4/9/2019		CDW GOVERNMENT INC	\$	VMWARE SUPPORT AND SUBSCRIPTION
39	4/9/2019		CONVERGEONE, INC	\$ 	CISCO ASA5516 FIREPOWER
40	4/9/2019		THERMO ELECTRON NORTH AMERICA	\$ 	ICS 2100 EGC CARTRIDGE FOR FBR
41	4/9/2019		MINUTEMAN PRESS OF RANCHO CUCA	\$	BANNERS FOR EARTH DAY
42	4/9/2019		MINUTEMAN PRESS OF RANCHO CUCA	\$	PASSPORTS FOR EARTH DAY
43	4/9/2019		CLASS'E PARTY RENTALS	\$	EARTH DAY TENT, TABLES, CHAIRS
44	4/9/2019		TRAFFIC MANAGEMENT INC	\$	EARTHDAY TRAFFIC CONTROL
45	4/10/2019	4473	HEATEFLEX CORPORATION	\$ 10,000.00	PROFESSIONAL SERVICES - CONSULTANT
46	4/10/2019	4474	SOLID WASTE MANAGEMENT DIVISIO	\$ 1,125.68	DISPOSAL OF TRASH AND GREEN WASTE FROM RESERVOIR 6
47	4/11/2019	4475	MINUTEMAN PRESS OF RANCHO CUCA	\$ 558.30	BROCHURES FOR ROEMER EARTH DAY
48	4/15/2019	4477	CHAMPION FIRE SYSTEMS, INC.	\$ 1,185.00	ANNUAL FIRE SPRINKLER TEST - FBR
49	4/15/2019	4478	CHAMPION FIRE SYSTEMS, INC.	\$ 1,185.00	ANNUAL FIRE SPRINKLER TEST - HEADQUARTERS
50	4/15/2019	4479	BANK OF AMERICA-8709	\$ 914.78	EARTH DAY PARTY PRO
51	4/15/2019	4480	BANK OF AMERICA-8709	\$ 3,190.00	EARTH DAY BALLOON HAVEN
52	4/15/2019		CLIFTON LARSON ALLEN	\$ 	MONTHLY TREASURER REPORT
53	4/15/2019		OLDCASTLE ENCLOSURE SOLUTIONS	\$	METER LID ORDER
54	4/16/2019		CHAMPION FIRE SYSTEMS, INC.	\$	FIRE PROTECTION SYSTEM TESTING - ROEMER
55	4/17/2019		BETE FOG NOZZLE INC	\$ -	NOZZLES FOR WELL 54 TANK
56	4/17/2019		ALBERT A WEBB ASSOCIATES	\$ -	RESERVOIR SURVEY FOR ENGINEERING
57	4/18/2019		CRB SECURITY SOLUTIONS	\$ 	CRASH BAR FOR DOOR
58	4/18/2019		FASTENAL COMPANY	\$	PUMP FOR ARSENIC PLANT
59	4/18/2019		HARRINGTON INDUSTRIAL PLASTICS	\$	PRIMER 1" PVC PIPES AND FITTINGS FOR ROEMER
60	4/18/2019		BANK OF AMERICA 8839	\$	OES EMERGENCY PLANNING TRAINING TRAVEL HR ANALYST
61	4/18/2019	4491	BANK OF AMERICA-8839	\$ 1,127.83	JPIA CONFERENCE HOTEL /LODGING FOR HR MANAGER

West Valley Water District Monthly Purchase Order Report April 2019

	DATE	PO#	VENDOR NAME		AMOUNT	DESCRIPTION
62	4/18/2019		BANK OF AMERICA-8839	\$		JPIA CONFERENCE REGISTRATION FOR HR MANAGER
63	4/18/2019		ENGINEERING RESOURCES INC	\$		AS NEEDED TEMPORARY CONSTRUCTION INSPECTION SERVIC
64	4/18/2019		WESTBROOK FENCE INC	\$,	TEMPORARY CHAIN LINK FENCE FOR CS TRAILER PROJECT
65	4/18/2019		BANK OF AMERICA-1405	\$		LODGING FOR BOD DR. M TAYLOR FOR LCW 2019 CONF
66	4/18/2019	4496	GENERAL PUMP COMPANY INC	\$	2,085.50	OPR DECANT 2 BOOSTER REPAIR
67	4/18/2019	4497	BANK OF AMERICA-8709	\$	636.00	PHOTO BOOTH 10AM TO 1PM FOR EARTH DAY
68	4/18/2019	4498	Q AIR-CALIFORNIA	\$	1,789.21	AIR COMPRESSOR SERVICE FOR FBR
69	4/18/2019	4499	BANK OF AMERICA-1405	\$	725.00	ACWA 2019 SPRING CONF REGISTRATION BOD K CROWTHER
70	4/18/2019	4500	BANK OF AMERICA-1405	\$	725.00	ACWA 2019 SPRING CONF REGISTRATION BOD M TAYLOR
71	4/18/2019	4501	HARRINGTON INDUSTRIAL PLASTICS	\$	644.66	PVC PARTS FOR FBR
72	4/18/2019	4503	PG MECHANICAL	\$	3,530.00	LABOR FOR 580SL BACKHOE FOR MAINTENANCE
73	4/18/2019	4504	ROYAL INDUSTRIAL SOLUTIONS	\$	4,104.00	LIGHTING FIXTURES FOR DISTRICT
74	4/22/2019	4507	BANK OF AMERICA-6268	\$	1,386.28	HOTEL REGISTRATION FOR ACWA CONFERENCE FOR GM
75	4/22/2019	4508	WYLAND FOUNDATION	\$	1,700.00	WYLAND WATER EDUCATION MOBILE UNIT - SERVICES
76	4/22/2019		AERO CINE PROS INC	\$	· · · · · · · · · · · · · · · · · · ·	VIDEO COVERAGE OF EARTH DAY 2019
77	4/23/2019		KIRTLEY CONSTRUCTION INC	\$		METER REPAIRS
78	4/23/2019		ALLIED STORAGE CONTAINERS	\$,	STORAGE CONTAINER FOR PUBLIC AFFAIRS
79	4/23/2019		BANK OF AMERICA-6268	\$		WATER DISTRIBUTION SYSTEM OPERATION &MANUALS
80	4/24/2019		HASA INC.	\$	-,	CHEMICAL FOR FBR
81	4/24/2019		FONTANA CHAMBER OF COMMERCE	\$	-	SPONSORSHIP POLICE AND FIRE AWARDS
82	4/24/2019		EXCHANGE CLUB OF FONTANA	\$		SPONSORSHIP OF FONTANA DAYS 2019 PUMP OIL ORDER
83	4/25/2019		THE SOCO GROUP BANK OF AMERICA-8709	\$		COACH BUSES FOR EARTH DAY 2019
85	4/25/2019		AMERICAN CANCER SOCIETY INC	_		SPONSORSHIP RELAY FOR LIFE FONTANA-RIALTO
86	4/25/2019 4/26/2019		COMMERCIAL TRANSPORTATION SERV	\$		CLASS A TRAINING
87	4/26/2019		GRAINGER INC	\$		STEEL SIDE BOXES FOR PRODUCTION
88	4/26/2019		ROYAL INDUSTRIAL SOLUTIONS	\$		AB PRESSURE SWITCHES FOR PRODUCTION
89	4/26/2019		HOME DEPOT	\$		TOOLS FOR PRODUCTION
90	4/26/2019		HOME DEPOT	\$	-	TOOLS FOR PRODUCTION
91	4/26/2019		HOME DEPOT	\$		TOOLS FOR PRODUCTION
92	4/26/2019		HOME DEPOT	\$	-	TOOLS FOR PRODUCTION
93	4/26/2019	4532	SOUTHWEST VALVE & EQUIPMENT	\$	1,590.00	ELECTRICAL SUPPLIES FOR FBR
94	4/29/2019	4534	ALISON LOUKEH & ASSOCIATES	\$	918.59	LANDSCAPE DEMONSTRATION EARTH DAY 2019
95	4/29/2019	4535	BANK OF AMERICA-8709	\$	910.00	EARTH DAY
96	4/29/2019	4536	AQUA-METRIC SALES CO	\$	1,305.00	METER PIGTAILS
97	4/29/2019	4537	AMAZON	\$	4,907.99	IT SUPPLIES AND ACCESSORIES
98	4/29/2019		GENERAL PUMP COMPANY INC	\$		REPLACE PARTS BASKET STRAINER FOR ROEMER PLANT
99	4/29/2019		CRB SECURITY SOLUTIONS	\$		SERVICE CALL ALARM SYSTEM WELLS 11, 4 & 1A
100	4/29/2019		BANK OF AMERICA-8709	\$		AWWA-ACE CONFERENCE FOR METER DEPARTMENT
101	4/29/2019		PG MECHANICAL	\$		REPAIR OF BACKHOE FOR MAINTENANCE
102	4/30/2019		BANK OF AMERICA 8709	\$		AIRFARE FOR PUBLIC AFFAIRS COUNCIL
103	4/30/2019	4543	BANK OF AMERICA-8709	\$		AIRFARE FOR PUBLIC AFFAIRS AWWA AND SOCIAL MEDIA
42:	4 10 10		Total PO's up to \$10K	\$	269,394.24	CIAT 2000 (ACIA) AAAA AOAH AOAH AOAH AOAH AOAH AOAH AO
104	4/2/2019		STERLING WATER TECHNOLOGIES LL	\$		SWT 2000 (ACH) AMMONIUM HYPOCHLORITE FOR ROEMER
105	4/2/2019		BANK OF AMERICA-8709	\$		4 DAY TRAINING FOR ASSET MANAGEMENT 3/4-3/7/19
106	4/3/2019		AQUA-METRIC SALES CO	\$	•	AMR PROJECT MXU ORDER
107 108	4/3/2019 4/3/2019		OLDCASTLE ENCLOSURE SOLUTIONS YO FIRE	\$		METER BOX ORDER STOCK ORDER
108	4/3/2019		ROBERT WILLIAM MATHIS	\$		PROFESSIONAL SERVICES - CONSULTANT
110	4/5/2019		FLYERS ENERGY LLC	\$	-	GASOLINE ORDER
111	4/8/2019		MERLIN JOHNSON CONST INC.	\$		METER VAULT LID RETROFIT
112	4/15/2019		HYDRO INDUSTRIAL ELECTRIC CO.	\$		ELECTRICAL WORK FOR CUSTOMER SERVICE TRAILERS
113	4/18/2019		BRENNTAG PACIFIC INC	\$		2500 GALLONS OF 80% ACETIC ACID FOR FBR
114	4/18/2019		CRB SECURITY SOLUTIONS	\$		BPO- FIRE AND SECURITY ALARM MONITORING
115	4/19/2019		ROB KATHERMAN CONSULTING	\$	-	PROFESSIONAL SERVICES CONSULANT
116	4/23/2019		AQUA-METRIC SALES CO	\$		MXU ORDER
117	4/23/2019	4512	ELCO CONTRACTORS INC	\$	10,650.00	METER REPAIRS
118	4/23/2019	4513	ALBERT A WEBB ASSOCIATES	\$	11,900.00	CONSTRUCTION STAKING SERVICES
119	4/25/2019	4519	AQUA-METRIC SALES CO	\$	23,011.20	MXU ORDER
120	4/25/2019	4520	AQUA-METRIC SALES CO	\$		METER ORDER
121	4/26/2019	4533	GEOSCIENCE SUPPORT SVCS INC	\$	13,308.45	PROFESSIONAL SERVICES PHASE 2 IVDA WELLS

West Valley Water District Monthly Purchase Order Report April 2019

	DATE	PO#	VENDOR NAME	AMOUNT	DESCRIPTION
			Total PO's GM Approval	\$ 327,572.00	
122	4/3/2019	4445	TRI COUNTY PUMP CO	\$ 51,461.71	WELL 8A REHABILITATION PROJECT (BA: 4/6/19)
123	4/18/2019	4502	MERLIN JOHNSON CONST INC.	\$ 126,865.00	WELL#41 ION EXCHANGE VESSELS RELOCATION (BA: 4/6/19)
124	4/26/2019	4531	MERLIN JOHNSON CONST INC.	\$ 147,667.00	ZONE 3 VALLEY BLVD. WATER LINE INSTALLATION (BA: 4/18/19)
			Total PO's Board Approval	\$ 325,993.71	
	124 PO's		GRAND TOTAL	\$ 922,959.95	



BOARD OF DIRECTORS STAFF REPORT

DATE: May 16, 2019

TO: Board of Directors

FROM: Clarence Mansell Jr., General Manager

SUBJECT: SB 669 (CABALLERO) SAFE DRINKING WATER FUND - SUPPORT

BACKGROUND:

Recently, State Senator Anna Caballero introduced SB 669, Water Quality: Safe Drinking Water Fund, which will allow surplus funds from the State General Fund to transferred into a Trust. The bill was introduced on February 22, 2019. It was passed by the Senate Committee on Environmental Quality (Ayes 7. Noes 0.) on April 10, 2019 and referred to the Senate Committee on Governmental Organization. On April 23, the Senate Committee on Governmental Organization approved the bill (Ayes 15. Noes 0.) and referred it to the Senate Committee on Appropriations. The hearing has been set for May 13.

The Trust would not add to the cost of water for residents throughout the state. Funds from the Trust would target disadvantaged communities to assist in providing access to safe drinking water. SB 669 is an alternative to the water tax that has been discussed by various legislators statewide.

The Association of California Water Agencies (ACWA) is in support of the bill and has requested member agencies to adopt formal positions of support, as well as submit letters of support to their legislators.

DISCUSSION:

If approved by the Board of Directors, staff will submit letters of support to Senators (Leyva, Morrell) and Assemblymembers (Gomez Reyes, Ramos) representing the District. Recognizing that multiple communities throughout our District are considered to be disadvantaged communities, the District could potentially be a recipient of the Trust should SB 669 pass in the legislature and be signed by the Governor.

FISCAL IMPACT:

There is no change in fiscal impact.

STAFF RECOMMENDATION:

That the Board of Directors take a formal position of Support of SB 669 (Caballero) and send letters to our legislative representatives.

Respectfully Submitted,

Clarence C. Mansell

Clarence Mansell Jr, General Manager

cm

ATTACHMENT(S):

- 1. WVWD Support Letter SB669 Assemblymember James Ramos
- 2. WVWD Support Letter SB669 Assemblywoman Reyes Gomez
- 3. WVWD Support Letter SB669 Senator Leyva
- 4. WVWD Support Letter SB669 Senator Morrell

President, Board of Directors

Dr. Clifford O. Young, Sr.

Vice President, Board of Directors

Dr. Michael Taylor

Kyle Crowther

Director

Director

Director

Greg Young

Donald Olinger

Crystal L. Escalera **Board Secretary**

ADMINISTRATIVE

2.5.a

Clarence C. Mansell, Jr. General Manager Ricardo Pacheco Assistant General Manager Deborah L. Martinez Human Resources and Risk Manager Lanita McCauley Bates Interim Chief Financial Officer



ESTABLISHED AS A PUBLIC AGENCY IN 1952

WEST VALLEY WATER DISTRICT'S MISSION IS TO PROVIDE A RELIABLE, SAFE-DRINKING WATER SUPPLY TO MEET OUR CUSTOMERS' PRESENT AND FUTURE NEEDS AT A REASONABLE COST AND TO PROMOTE WATER-USE EFFICIENCY AND CONSERVATION.

May 16, 2019

The Honorable James Ramos California State Assembly P.O Box 942849 Sacramento, CA 94249-0040

RE: SB 669 (Caballero): Safe Drinking Water Trust - SUPPORT

Dear Assembly member James Ramos,

West Valley Water District supports SB 669 (Caballero), which would create the Safe Drinking Water Trust (Trust) at the state Treasury. The purpose of the Trust would be to provide a durable funding source to help community water systems in disadvantaged communities provide their customers with access to safe drinking water. The Trust is a better approach than a statewide water tax.

There currently exists a funding gap for operation and maintenance (O&M) costs for the treatment of drinking water by community water systems in disadvantaged communities. O&M costs generally cannot be financed with existing federal and state safe drinking water funding sources that are available for capital costs. In some situations, the consolidation of a failing community water system with one or more systems may be the most effective solution. The Safe Drinking Water Trust proposed in SB 669 would provide a durable funding source to provide financial assistance for replacement water as a short-term solution, consolidation and ongoing O&M costs.

The Trust would be funded with an infusion of General Fund dollars during a budget surplus year. With the record budget surplus for the 2019-20 Fiscal Year, this is the perfect year to create and fund the Trust. The state would invest the Trust's principal, and the net income from the Trust would be transferred on an ongoing basis to a Safe Drinking Water Fund that would be administered by the State Water Resources Control Board.

The Trust is a better approach than a statewide water tax because it is not sound policy to tax a resource that is essential to life. Unlike a regressive water tax, the Trust would not drive up water costs and work against the state's Human Right to Water policy of affordable water.

For the above reasons, West Valley Water District respectfully asks you to vote "Aye" for SB 669.

Sincerely,

Dr. Michael Taylor President

cc: The Honorable Anna Caballero

2.5.b

Dr. Michael Taylor
President, Board of Directors
Kyle Crowther
Vice President, Board of Directors
Dr. Clifford O. Young, Sr.
Director
Greg Young
Director
Donald Olinger



ESTABLISHED AS A PUBLIC AGENCY IN 1952

West Valley Water District's mission is to provide a reliable, safe-drinking water supply to meet our customers' present and future needs at a reasonable cost and to promote water-use efficiency and conservation.

Clarence C. Mansell, Jr.
General Manager
Ricardo Pacheco
Assistant General Manager
Deborah L. Martinez
Human Resources
and Risk Manager
Lanita McCauley Bates
Interim Chief Financial Officer

May 16, 2019

Crystal L. Escalera *Board Secretary*

Director

The Honorable Eloise Gomez Reyes California State Assembly P.O Box 942849 Sacramento, CA 94249-0047

RE: SB 669 (Caballero): Safe Drinking Water Trust - SUPPORT

Dear Assembly member Eloise Gomez Reyes,

West Valley Water District supports SB 669 (Caballero), which would create the Safe Drinking Water Trust (Trust) at the state Treasury. The purpose of the Trust would be to provide a durable funding source to help community water systems in disadvantaged communities provide their customers with access to safe drinking water. The Trust is a better approach than a statewide water tax.

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The Trust is a better approach than a statewide water tax because it is not sound policy to tax a resource that is essential to life. Unlike a regressive water tax, the Trust would not drive up water costs and work against the state's Human Right to Water policy of affordable water.

For the above reasons, West Valley Water District respectfully asks you to vote "Aye" for SB 669.

Sincerely,

Dr. Michael Taylor President

cc: The Honorable Anna Caballero

2.5.c

Dr. Michael Taylor
President, Board of Directors
Kyle Crowther
Vice President, Board of Directors
Dr. Clifford O. Young, Sr.
Director
Greg Young
Director
Donald Olinger



ESTABLISHED AS A PUBLIC AGENCY IN 1952

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Clarence C. Mansell, Jr.
General Manager
Ricardo Pacheco
Assistant General Manager
Deborah L. Martinez
Human Resources
and Risk Manager
Lanita McCauley Bates
Interim Chief Financial Officer

May 16, 2019

Crystal L. Escalera *Board Secretary*

Director

The Honorable Connie M. Leyva California State Senate State Capitol, Room 4061 Sacramento, CA 95814-4900

RE: SB 669 (Caballero): Safe Drinking Water Trust - SUPPORT

Dear Senator Leya,

West Valley Water District supports SB 669 (Caballero), which would create the Safe Drinking Water Trust (Trust) at the state Treasury. The purpose of the Trust would be to provide a durable funding source to help community water systems in disadvantaged communities provide their customers with access to safe drinking water. The Trust is a better approach than a statewide water tax.

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The Trust is a better approach than a statewide water tax because it is not sound policy to tax a resource that is essential to life. Unlike a regressive water tax, the Trust would not drive up water costs and work against the state's Human Right to Water policy of affordable water.

For the above reasons, West Valley Water District respectfully asks you to vote "Aye" for SB 669.

Sincerely,

Dr. Michael Taylor President

cc: The Honorable Anna Caballero

Ph: (909) 875-1804 | Fax: (909) 875-1849

855 W. Base Line Rd., P.O. Box 920 | Rialto, CA 92377-0920

ADMINISTRATIVE

2.5.d

Dr. Michael Taylor
President, Board of Directors
Kyle Crowther
Vice President, Board of Directors
Dr. Clifford O. Young, Sr.
Director
Crog Young

Greg Young
Director
Donald Olinger
Director

Crystal L. Escalera Board Secretary West Valley
Water District

ESTABLISHED AS A PUBLIC AGENCY IN 1952

West Valley Water District's mission is to provide a reliable, safe-drinking water supply to meet our customers' present and future needs at a reasonable cost and to promote water-use efficiency and conservation.

Clarence C. Mansell, Jr.
General Manager
Ricardo Pacheco
Assistant General Manager
Deborah L. Martinez
Human Resources
and Risk Manager
Lanita McCauley Bates
Interim Chief Financial Officer

May 16, 2019

The Honorable Mike Morrell California State Senate State Capitol, Room 3056 Sacramento, CA 95814-4900

RE: SB 669 (Caballero): Safe Drinking Water Trust - SUPPORT

Dear Senator Morrell,

West Valley Water District supports SB 669 (Caballero), which would create the Safe Drinking Water Trust (Trust) at the state Treasury. The purpose of the Trust would be to provide a durable funding source to help community water systems in disadvantaged communities provide their customers with access to safe drinking water. The Trust is a better approach than a statewide water tax.

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The Trust is a better approach than a statewide water tax because it is not sound policy to tax a resource that is essential to life. Unlike a regressive water tax, the Trust would not drive up water costs and work against the state's Human Right to Water policy of affordable water.

For the above reasons, West Valley Water District respectfully asks you to vote "Aye" for SB 669.

Sincerely,

Dr. Michael Taylor President

cc: The Honorable Anna Caballero

ALBRIGHT, YEE & SCHMIT, APC 888 W. 6TH STREET, 14TH FLOOR

LOS ANGELES, CALIFORNIA 90017

TEL.: (213) 833-1700

FAX: (213) 833-1710

WWW.AYSLAW.COM

Law Firm's Statement #101 Date: 04/11/2019

West Valley Water District 855 West Base Line Road Rialto, California 92377

Invoice no.	Description	Due on	Amount Due
25748	WVWD- Logue Matter	Due upon Receipt	\$16,662.70
	[March 2019]		
	TOTAL		\$16,662.70

Due upon Receipt.

Make check payable to: ALBRIGHT, YEE & SCHMIT, APC

We also accept payment by credit card. Please contact our office for a credit card authorization: (213) 833-1700 ext. 228.

Taxpayer ID # 37-1779958

VARNER&BRANDT.

Lawyers A Registered Limited Liability Partnership

POST OFFICE BOX 12014
RIVERSIDE, CALIFORNIA 92502-2214

3750 UNIVERSITY AVENUE, SUITE 610 RIVERSIDE, CALIFORNIA 92501-3323

Tel: (951) 274-7777 Fax: (951) 274-7770 Em ail: vb@ varnerbrandt.com ONTARIO OFFICE

3237 E. GUASTIROAD SUITE 220 ONTARIO, CALIFORNIA 91761-1243

Tel: (909) 931-0879 Fax: (909) 931-9219

PLEASE REPLY TO RIVERSIDE OFFICE

Tax ID #33-0736926

For Professional Services Rendered Through 03/31/2019

ATTN CRYSTAL ESCELERA
WEST VALLEY WATER DISTRICT
855 W BASE LINE ROAD
RIALTO CA 92376

Page: 1

March 31, 2019

Account No: 23767M

Previous Bala	ance	Fees	Costs	Payments	Balance
23767-0000 General Labo W767.0000	or & Emplo	yment			
1,56	7.41	4,880.00	0.00	-2,179.91	\$4,267.50
23767-0002					
W767.0002	/RDM				
2,787	7.00	1,130.50	0.00	-2,787.00	\$1,130.50
4,354	4.41	6,010.50	0.00	-4,966.91	\$5,398.00

316 W. 2nd St. • Suite 1000 Los Angeles, CA 90012 Office 213.617.0600 • Fax 213.617.2226

Statement No.: 19-003

Date:

March 2019

Billing Period: March 1, 2019-March 31, 2019

Bill to:

West Valley Water District

855 West Base Line Road Rialto, California 92376

PROFESSIONAL SERVICES

Total Fees for March 2019: \$ 32,192.50 **Total Costs for March 2019:** 548.40 Total for March 2019: \$ 32,740.90



H. FRANCISCO LEAL
WILLIAM J. TREJO
MARIBEL S. MEDINA
DAVID J. ALVAREZ
MICHAEL E. WOLFSOHN
DENISE A. MARTINEZ
JENNIFER A. CHAMBERLAIN
ARTURO N. FIERRO
ANA MARIA QUINTANA

3767 WORSHAM AVENUE LONG BEACH, CALIFORNIA 90808 (213) 628-0808 FAX (213) 628-0818 WWW.LEAL-LAW.COM

April 16, 2019

Roberto Manuel Nacionales Tafoya General Counsel West Valley Water District 316 W. 2nd Street Suite 1000 Los Angeles, CA 90012

Re: Prot

Professional Services Rendered through February 2019 for

West Valley Water District - General Legal matters.

Dear Mr. Tafoya:

Enclosed is the statements for general legal services rendered by Leal • Trejo APC under our agreement for services with the Water District. Please find below a summary of the statements submitted to you for review and payment.

General

Inv. No. 17477

\$ 5,795.00

Kindly make your check payable to Leal • Trejo APC, forwarding the same directly to the undersigned. Should you have any questions, please feel free to contact our office.

Very truly yours, LEAL • TREJO APC

H. Francisco Leal

HFL/meg Enclosures



BOARD OF DIRECTORS STAFF REPORT

DATE: May 16, 2019

TO: Board of Directors

FROM: Clarence Mansell Jr., General Manager SUBJECT: ACCOUNTS/SIGNATURE CARDS

BACKGROUND:

West Valley Water District (the "District") has funds deposited with JP Morgan Chase and US Bank (custodial investment account). The District has funds invested with CalTRUST and Chandler Asset Management. Funds must be accessible to meet daily financial commitments of the organization. Checks must be issued and business transacted to meet financial obligations. Certain individuals must be delegated proper authority to act on behalf of the District with regard to these financial assets.

DISCUSSION:

Financial Institutions require a signature cards for transacting business. The District has several accounts that require an authorized representative to act on behalf of the District so that operational and investment needs are met. Accounts with deposits and investments utilized by the District requiring signature authorization include:

JP Morgan Chase – General Government Checking

JP Morgan Chase – UTC Routine Checking

JP Morgan Chase – UTC Non-Routine Checking

CalTRUST Pooled Investment Fund

Chandler Asset Management and US Bank National Association

Local Agency Investment Fund (Signature card addressed in a separate staff report with LAIF forms)

The attached resolutions require approval to amend account access.

FISCAL IMPACT:

No Fiscal Impact.

STAFF RECOMMENDATION:

Please consider approval of resolutions authorizing the signatory changes on the financial institution accounts.

Respectfully Submitted,

Clarence C. Manselly.

Clarence Mansell Jr, General Manager

CM;llmb

ATTACHMENT(S):

- 1. AMENDED RESOLUTION Chase
- 2. AMENDED RESOLUTION CALTRUST
- 3. AMENDED RESOLUTION US Bank

AMENDED RESOLUTION NO. 2019-7 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST VALLEY WATER DISTRICT, AUTHORIZING SIGNATURE CARD CHANGES- ALL J.P MORGAN CHASE BANKS

WHEREAS, the West Valley Water District ("District") Board of Directors hereby finds that the deposit and withdrawal of money in ALL J.P Morgan (Chase Bank Accounts) in accordance with all California Government Code, including sections 53630-53686 for the purpose of Authorizing signature card changes to the successors in office as provided therein is in the best interests of the District.

WHEREAS, amending Resolution No. 2018-30 to add additional successors to the J.P Morgan (ALL Chase Bank Accounts) for the purpose of deposits and withdrawals of District monies in the J.P Morgan (Chase Bank Accounts) in accordance with all California Government Code, including sections 53630-53686.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes signature card changes to ALL J.P Morgan (Chase Bank Accounts) for the purpose of deposits and withdrawals of District monies in the ALL J.P Morgan (Chase Bank Accounts) in accordance with all California Government Code, including sections 53630-53686 for the purpose of deposits, withdrawals and transfer of funds as provided therein.

BE IT FURTHER RESOLVED, as follows: Section 1 The following District officer holding the title of Chief Financial Officer Naisha Davis be removed from the Local Agency Investment Fund. President Dr. Michael Taylor, Vice President Kyle Crowther, Director Donald Olinger, General Manager Clarence C. Mansell, Jr., Assistant General Manger Ricardo Pacheco, Interim Chief Financial Officer Lanita McCauley Bates are each hereby authorized to order the deposit or withdrawal of monies in ALLJ.P Morgan (Chase Bank Accounts) and may execute and deliver any and all documents necessary or advisable in order to effect uate the purpose of this resolution and the purposes of the resolution and the transaction contemplated hereby:

Dr. Michael Taylor
President, Board of Directors
Vice President, Board of Director

Clarence C. Mansell, Jr.
General Manager
Ricardo Pacheco
Assistant General Manager

Donald Olinger
Director

Lanita McCauley Bates
Interim Chief Financial Officer

Section 2. That said Resolution shall be effective May 16th, 2019 and shall remain in full force and effect until rescinded by Board of Directors by resolution and a copy of the resolution rescinding and or amending this resolution shall be filed with the State Treasurer's Office

ADOPTED, SIGN FOLLOWING V	-	S 1st DAY OF May 16th, 2019 BY THE
AYES: NOES:	DIRECTORS:	
ABSENT:	DIRECTORS: DIRECTORS:	
ABSTAIN:	DIRECTORS:	
		Dr. Michael Taylor
		President, Board of Directors
ATTEST:		
Crystal L. Escalera		
Board Secretary		
J		

AMENED RESOLUTION NO. 2019-8 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST VALLEY WATER DISTRICT, AUTHORIZING SIGNATURE CARD CHANGES FOR CALTRUST FUND

WHEREAS, The West Valley Water District ("District") Board of Directors hereby finds that the deposit and withdrawal of money in CalTrust Pooled Investment Fund ("Cal Trust") in accordance with all California Government Code, including Section 53601 and 53605 for the purpose of Authorizing signature card changes to the successors in office as provided therein is in the best interests of the District.

WHEREAS CalTrust Pooled Investment Fund ("CalTrust") is established for the deposit of money by the District for purposes of investment of District money by CalTrust; and for the purpose of authorizing signature card changes to the successors in office as provided therein.

WHEREAS, the District Board of Directors hereby amend Resolution No 2018-33 in order to add an additional successor for the purpose of deposits, transfers and withdrawals of money in the CalTrust Fund in accordance with all California Government Code, including section 53601 and 53605 for the purpose of investment as provided therein is in the best interests of the District.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes signature card changes to the CalTrust account for the purpose of advising Cal Trust to act on directives on behalf of the District. Deposits, transfers and withdrawals of District monies will be made in accordance with Government Code and District Policy, Resolution No. 2018-8, Annual Investment Policy.

BE IT FURTHER RESOLVED, as follows: Section 1, The following District officer holding the title of Chief Financial Officer Naisha Davis be removed from the CalTrust Fund. President Dr. Michael Taylor, Vice President Kyle Crowther, Director Donald Olinger, General Manager Clarence C. Mansell, Jr., Assistant General Manger Ricardo Pacheco, Interim Chief Financial Officer Lanita McCauley Bates are each hereby authorized to order the deposit, transfer or withdrawal of monies in CalTrust Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purpose of this resolution and the purposes of the resolution and the transaction contemplated hereby:

Dr. Michael Taylor
President, Board of Directors

Kyle Crowther
Vice President, Board of Directors

Donald Olinger
Director

Director

Clarence C. Mansell, Jr
Ricardo Pacheco
General Manager
Assistant General Manager

Interim Chief Financial Officer

Section 2. That said Resolution shall be effective May 16th, 2019 and shall remain in full force and effect until rescinded by Board of Directors by resolution and a copy of the

resolution rescinding and or amending this resolution shall be filed with the State Treasurer's Office

ADOPTED, SIGNED, AND APPOVED THIS 1ST DAY OF May 16th, 2019 BY THE FOLLOWING VOTE:

AYES:	DIRECTORS:		
NOES:	DIRECTORS:		
ABSENT:	DIRECTORS:		
ABSTAIN:	DIRECTORS:		
		Dr. Michael Taylor	
		President, Board of Directors	
ATTEST:			
Crystal L. Escalera			
Board Secretary			

RESOLUTION NO. 2019-9 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST VALLEY WATER DISTRICT, AUTHORIZING SIGNATURE CARD CHANGES- US BANK

WHEREAS, the West Valley Water District ("District") Board of Directors hereby finds that the deposit and withdrawal of money in US Bank National Association ("US Bank") in accordance with all California Government Code, including Section 53607 for the purpose of Authorizing signature card changes to the successors in office as provided therein is in the best interests of the District.

WHEREAS, the District hereby finds it necessary to hold a segregated account with US Bank for District investments managed by Chandler Asset Management ("Chandler"), an agreement with the District and Chandler Asset Management board approved March 15, 2018.

WHEREAS, the District Board of Directors hereby amend Resolution No 2018-34 in order to add an additional successor for the purpose of deposits and withdrawals of money in the US Bank Custodial account for Chandler managed investments in accordance with all California Government Code, including section 53607 for the purpose of investment as provided therein is in the best interests of the District.

WHEREAS, US Bank is to act as custodian of funds managed by Chandler.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes signature card changes to the US Bank account for the purpose of advising US Bank to act on directives on behalf of the District. Deposits and withdrawals of District monies will be made in accordance with Government Code and District Policy, Resolution No. 2018-8, Annual Investment Policy.

BE IT FURTHER RESOLVED, as follows: Section 1, The following District officer holding the title of Chief Financial Officer Naisha Davis be removed from the Local Agency Investment Fund. President Dr. Michael Taylor, Vice President Kyle Crowther, Director Donald Olinger, General Manager Clarence C. Mansell, Jr., Assistant General Manager Ricardo Pacheco, Interim Chief Financial Officer Lanita McCauley Bates or their successors in office are each hereby authorized to order the deposit, withdrawal, or advisement of monies managed by Chandler held in account with US Bank and may execute and deliver any and all documents necessary or advisable in order to effectuate the purpose of this resolution and the transaction contemplated hereby:

Dr. Michael Taylor President, Board of Directors	Kyle Crowther Vice President, Board of Directors	Donald Olinger Director
Clarence C. Mansell, Jr General Manager	Ricardo Pacheco Assistant General Manager	Lanita McCauley Bates Interim Chief Financial Officer

Section 2. That said Resolution shall be effective May 16th, 2019 and shall remain in full force and effect until rescinded by Board of Directors by resolution and a copy of the resolution rescinding and or amending this resolution shall be filed with the State Treasurer's Office

ADOPTED, SIGNED, AND APPOVED THIS 16th DAY OF MAY, 2019 BY THE FOLLOWING VOTE:

AYES:	DIRECTORS:
NOES:	DIRECTORS:
ABSENT:	DIRECTORS:
ABSTAIN:	DIRECTORS:

Dr. Michael Taylor

President, Board of Directors

ATTEST:

Crystal L. Escalera

Board Secretary



BOARD OF DIRECTORS STAFF REPORT

DATE: May 16, 2019

TO: Board of Directors

FROM: Clarence Mansell Jr., General Manager

SUBJECT: LAIF SIGNATURE CARD

BACKGROUND:

West Valley Water District (the "District") has funds invested in the Local Agency Investment Fund (LAIF). Funds must be accessible to meet financial commitments of the organization. Checks must be issued and business transacted to meet financial obligations. Certain individuals must be delegated proper authority to act on behalf of the district with regard to these financial assets.

DISCUSSION:

Financial Institutions require signature cards for transacting business. The District has several accounts that require an authorized representative to act on behalf of the district so that investment needs are met. Accounts with deposits and investments utilized by the District requiring signature authorization include:

Local Agency Investment Fund – LAIF

The attached resolution requires approval to amend account access.

FISCAL IMPACT:

No fiscal impact.

STAFF RECOMMENDATION:

Please consider approval of resolution authorizing those designated as signers on LAIF.

Respectfully Submitted,

Classes C. Mansellfr.

Clarence Mansell Jr, General Manager

CM;llmb

ATTACHMENT(S):

- 1. AMENDED RESOLUTION LAIF
- 2. LAIF AUTHORIZATION FORM

AMENDED RESOLUTION NO. 2019-6 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST VALLEY WATER DISTRICT, AUTHORIZING SIGNATURE CARD CHANGES FOR LOCAL AGENCY INVESTMENT FUND

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. Seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the West Valley Water District ("District") Board of Directors hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with all California Government Codes, including section 16429.1 et. Seq. for the purpose of investment as provided therein is in the best interests of the District.

WHEREAS, amending Resolution No. 2018-31 to add successors to all investments of monies in the local agency investment fund by authorizing the successors in office to such investments of monies in the local Agency Investment Fund by authorizing signature cards to their successors.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes the deposit and withdrawal of District monies in the Local Agency Investment Fund in the State Treasury in accordance with all California Government Codes, including section 16429.1 et. Seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows: Section 1, The following District officers holding the title of Chief Financial Officer Naisha Davis be removed from the Local Agency Investment Fund. The following successors are added President Dr. Michael Taylor, Vice President Kyle Crowther, Director Donald Olinger, General Manager Clarence C. Mansell, Jr., Assistant General Manager Ricardo Pacheco, Interim Chief Financial Officer Lanita McCauley Bates and are each hereby authorized to order the deposit or withdrawal of monies in Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purpose of this resolution and the purposes of the resolution and the transaction contemplated hereby:

Dr. Michael Taylor	Kyle Crowther	Donald Olinger	
President, Board of Directors	Vice President, Board of Directors	Director	
Clarence C. Mansell, Jr General Manager	Ricardo Pacheco Assistant General Manager	Lanita McCauley Bates Interim Chief Financial Officer	

Section 2. That said Resolution shall be effective May 16th, 2019 and shall remain in full force and effect until rescinded by Board of Directors by resolution and a copy of the resolution rescinding and or amending this resolution shall be filed with the State Treasurer's Office

ADOPTED, SIGN FOLLOWING VO		HIS 16th DAY OF MAY, 2019 BY THE
AYES:	DIRECTORS:	
NOES: ABSENT:	DIRECTORS: DIRECTORS:	
ABSTAIN:	DIRECTORS:	
		Dr. Michael Taylor
		President, Board of Directors
ATTEST:		
Crystal L. Escalera		
Board Secretary		



California State Treasurer's Office Local Agency Investment Fund (LAIF)

Authorization for Transfer of Funds

Effective Date	Age	ency Name	LAIF Account #	
Agency's LAIF Resc	olution #	or R	esolution Date	
				hereby authorized to order the
deposit or withdrawal of t authorizations on file with LAI			ion REPLACES	S AND SUPERSEDES all prior
Name		Title		
form under the agency's resolution and signature	ution, and that the info	_	gnature	s true and correct.
Print Name		Pı	int Name	
Title		Ti	tle	
Telephone		Te	elephone	
Please provide email address to re	eceive LAIF notifications.			
Name		E	mail	
P.O. E	Treasurer's Office Agency Investment Fun Box 942809 mento, CA 94209-0001	nd		



BOARD OF DIRECTORS STAFF REPORT

DATE: May 16, 2019

TO: Board of Directors

FROM: Clarence Mansell Jr., General Manager

SUBJECT: CONSIDER SOLE SOURCE PURCHASING TOSHIBA VARIABLE

FREQUENCY DRIVE FROM BRITHINEE ELECTRIC - ZULZER FOR

WELL 54

BACKGROUND:

On December 20, 2019, the Board of Directors awarded contracts to General Pump Company, Superior Tank Company and CSC Engineering & Construction for a design-build deaeration system for Well 54. The scope of work consists of supplying and constructing a deaeration tank, tank foundation, required piping and valves to adapt the deaeration tank into the existing on-site piping and sand separator, and installing a variable speed booster pump that is used to boost the pressure back up to the distribution system pressure of approximately 85 pound per square inch (psi).

To ensure the reliability of the water operations, the motor starter for the well pump must be updated. The existing soft starter increases a motor's life by protecting it from the electrical stresses caused by the inrush currents. However, it is recommended that the soft starter be replaced with a variable frequency drive (VFD). A VFD is a motor control device that protects and controls the speed of the electric motor. A VFD can control the inrush currents and the speed of the motor during the startup, run, and stopping of the motor, allowing District staff to adjust the well's production flow rate in gallons per minute.

Currently, to control the well's flow rate, the well pump is controlled by throttling the discharge valve. This means that even when producing a lower flow rate, the pump is running at 100%. Additionally, closing the discharge valve too much would trip the motor due to high pressure. The VFD would provide greater flow control and increased electrical efficiencies.

DISCUSSION:

The Toshiba HX7+ pack series drive assembly is selected for the ease of the retrofit to our existing equipment. By eliminating the need for the extensive and costly modifications to our existing motor control cabinet, and eliminating the need to purchase and install an air conditioning unit and incur additional electrical costs. Brithinee Electric is the only local Toshiba distributor and is already a subcontractor installing a VFD for the booster pump for the deaeration system construction project. The purchase of a VFD without the formal competitive bidding will be in the best interests of the West Valley Water District. Installation will be performed by District staff. Attached as **Exhibit A** is the Sole Source Justification Form.

Below is a summary of the product information:

Brithinee Electric - SULZER				
Description				
Toshiba HX7+ pack series drive assembly, 400 HP Variable Frequency Drive	\$40,320.00			
Sales Tax 7.75%	\$3,124.80			
Total Cost	\$43,444.80			

FISCAL IMPACT:

This item is included in the Fiscal Year 2018/19 Capital Budget and will be funded from project numbers W19042 titled "VFD for Well 54 Well Pump" with a budget of \$40,000 and W19032 titled "Well 2 Treatment" with a budget of \$3,444.80 bringing the total to \$43,444.80.

The District has not put this item out for bid because this is a sole source item.

STAFF RECOMMENDATION:

Staff recommends that the Board of Directors approve the purchase of Toshiba Variable Frequency Drive in the amount of \$43,444.80 from Brithinee Electric - SULZER.

Respectfully Submitted,

Clarence C. Manselly

Clarence Mansell Jr, General Manager

CM:jc

<u>ATTACHMENT(S)</u>:

- 1. Exhibit A Sole Source Justification Form
- 2. Exhibit B Pricing Quotation
- 3. Exhibit C Product Data Sheet and Specifications

EXHIBIT A

Well 54 Deaeration Tank & Booster Pump

Sole Source Justification

1. Why do we need to acquire the goods and services?

A Variable Frequency Drive (VFD) is needed in place of the existing Soft Start motor drive to allow the flow from the well to be adjusted to the safe pumping yield for the water current basin conditions, and to allow for adjustments in the future as conditions change. The placement of the deaeration tank removes the distribution system pressure that the well was equipped to pump against which will increase the well's output to above the safe yield. The VFD allows the well to be adjusted to the proper flow without having to pull the well and re-tool the pump for the new deaeration system, and has the added benefit of allowing the flow to be increased when water levels in the basin recover and the safe yield increases.

2. Why are the goods or services the only ones that can meet your needs?

This VFD drive is a unique device that mounts in a stand-alone enclosure with heat-sinks which eliminates the need to heavily modify the existing motor control cabinet, and also eliminates the need to air condition the existing motor control cabinet.

3. Were alternative goods/services evaluated? If yes, why are those unacceptable?

This device was selected for the ease of the retrofit to our existing equipment, and was recommended by Greg Beebe from Brithinee Electric, a well known and highly regarded expert in motor control equipment. By eliminating the need for the extensive and costly modifications to our existing motor control cabinet, and eliminating the need to purchase, install, and incur the additional electrical costs of an air conditioning unit, this device was the obvious choice.

4. What efforts were made to get the best price?

Brithinee Electric is the only local Toshiba Distributor and is thereby able to get us the best price.

5. Why is price fair and reasonable?

A specialist in VFD drives was needed to spec the proper size and type of drive for our specific application, and Brithinee is already a subcontractor on this project. By not having to seek professional services from Brithinee independently and by having them available during the installation and startup already, we are getting some economy of scale.

6. What impact is there if the sole source is not used?

A significant delay in the project will increase the amount of IEUA water that will need to be purchased in lieu of the water produced by Well 54.

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Supervisor/Department Head Signature: <u>Soanus Char</u>

Date: 4-23-19

Supervisor/Department Head Print Name: Name:

General Manager Signature:

Date: 04/2

General Manager Print Name:

EXHIBIT B



Phone 909-825-7971 Fax 909-825-6312 620 So. Rancho Ave, Colton, CA 92324-3243

CA.LIC 822429

		Refer to:	Quote No 3082
Ben Jarrell	Date	3/29/2019	

92377

West Valley Water

Ph. No.

P.O. Box 920

Fax No.

Rialto

CA

Freight

ground freight allowed

Your contact at Brithinee Electric: Gregory Beebe x143		Т	err. DE
Description	Unit Price	Delivery	FOB
Quote for Well 54, 400HP variable frequency drive			-
Toshiba HX7+ pack series drive assembly, 400HP, 460V, 546 Amps, NEMA 3R rated with Circuit Breaker. Stand-alone assembly 81.5"H x 46"W x 42"D -	e		
Shipping weight 1200lbs This is a standard assembly with a door mounted keypad and a hinged window kit to protect the keypad from outdoor elements.	\$40,320.00	[1] stock	Houston Tx
Price included 1/2 day of start up time.			
Sales tax not included.		lá ti	
Installation is not included with this quote.			
Note: You may want to consider a DC Link Reactor as an option. However if a DC Link reactor is needed, then this will add several weeks to the delivery of the drive, plus freight will not be allowed.			
			-

Sales Tax is additional if applicable. Prices good for 30 days, subject to change without notice.

Please Note: that this is not an offer to contract, but merely a quotation of current prices for your convenience and information. Orders based on this quotation are subject to our acceptance on the terms and conditions stated in our written Acknowledgment of order. We make no representations with respect to compliance with job specifications.

Comments	

EXHIBIT C

TOSHIBA

Leading Innovation >>>





REVOLUTIONIZING RUGGED RELIABILITY



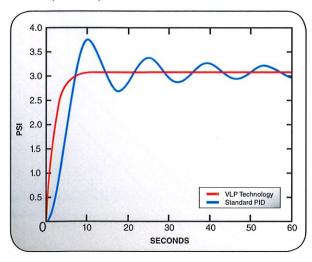
Toshiba's Plus Pack outdoor adjustable speed drive is revolutionizing the industry by combining Toshiba's robust Plus Pack technology and Toshiba's proprietary, ground-breaking VLP Technology™ (Virtual Linear Pump). VLP Technology allows the Plus Pack to directly, precisely, and linearly control pressure, temperature, level, or flow using single or multiple devices while balancing the load between them. This innovative drive is designed to withstand even the harshest of conditions and is engineered to provide tight speed control, while offering the industry's most user-friendly operator interface.

- Available in NEMA™ 1 or NEMA™ 3R Packages
- 6-Pulse, 12-Pulse, & 18-Pulse Input Rectifier Design with Patented Auto-Transformer Technology (12-Pulse Requires Additional Transformer)
- Heat Exchanger Technology Increases Cabinet Heat Dissipation & Minimizes Footprint
- VLP Technology:
 - Maximizes Energy Savings on Variable Torque Loads
 - Self-Calibrates & Eliminates Common Anomalies in Pumps & Other Devices
 - VLP Setup Wizard Allows User to Configure System in Five Simple Steps, Providing Complete Control in Only Minutes
 - Solves Problem of Load-Balancing over Multiple Devices

> VLP TECHNOLOGY MAKES PID TUNING A THING OF THE PAST

Toshiba's breakthrough VLP algorithm has taken PID and made it obsolete, completely reinventing how users control pressure, temperature, level, or flow. With this new technology, after simply inputting a few values into the Plus Pack, optimum control is attained. Toshiba's VLP Setup Wizard effortlessly guides the user through the entire process.

The setup process defines the operating boundaries by establishing a minimum and a maximum VLP point. By defining the minimum and maximum points, VLP creates an operating domain within the drive that is directly and proportionately related to the specific system to which it is connected.



Once VLP points have been established, the Plus Pack performs the following functions:

- Monitor Multiple Systems for Friction Losses, Impeller Variations, & Other System Variables
- Adjust System Accordingly to Ensure Only Necessary Pumps/Fans are Operating
- Balances Flow Rates for Each Operating Pump/Fan Under All Conditions
- Maintains Same Load for All Operating Devices

> SIMPLE STARTUP AS IT'S NEVER BEEN SEEN BEFORE

Toshiba stands at the forefront of innovation with our remarkably intuitive and user-friendly startup. In fact, out-the-box, the Plus Pack is only minutes from complete configuration and optimizing your system's performance.



Back Neat Eight
Transducer:
Units:
Tupe: 4-200A
Full scale: 50,0 PS







STEP 1: Input Motor's Electrical Specifications

STEP 2: Input Transducer Specifications

STEP 3: Input VLP Maximum

STEP 4: Input VLP Minimum

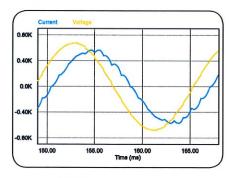
STEP 5: Complete VLP Setup

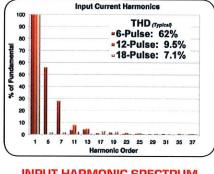
Software Features Include:

- ▶ Start & Stop Points determine when to start and stop the pump based on user-set values and system feedback on pump water levels. These points work with a delay timer to ensure that frequent fluctuations in the system feedback do not unnecessarily start and stop the pump.
- ▶ A Sleep Timer shuts off the pump/fan in order to reduce energy consumption and prolong the lifespan of the equipment after it has run at the VLP minimum for a user-specified amount of time.
- ▶ A Run External Devices Feature turns on external booster pumps/fans to support the primary system, as needed, to increase energy savings and minimize system failures.
- ▶ A No-Flow/Low NPSH Cut Off Feature stops the pump once loss of feed water or a closed output valve has been detected to protect against cavitation.
- ▶ A Sealing Water/Vacuum Priming Feature automatically controls and improves system reliability by monitoring water flow and water level and starting the pump once water flows through the seal or the pump is full of water.

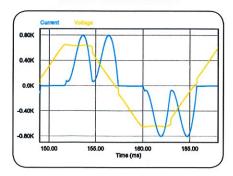
> PATENTED 18-PULSE AUTOTRANSFORMER TECHNOLOGY

In order to reduce harmonic injection to the utility, the Plus Pack is available in 12-pulse and 18-pulse diode frontend designs. The 12-pulse drive can achieve a typical current Total Harmonic Distortion (THD) of 9% and must be used with a conventional drive-duty phase-shifting isolation transformer. The 18-pulse Plus Pack is furnished with built-in phase-shifting patented auto-transformer technology eliminates the need which complicated cabling and allows for a perfect blend of reliability, cost savings, and a reduced footprint.

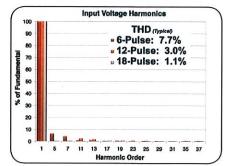








INPUT HARMONIC SPECTRUM



ADVANCED DESIGN FEATURES ENHANCE RELIABILITY

The Plus Pack has a variety of features that make this unique drive an ideal solution for a wide variety of applications requiring unparalleled motor control and rugged reliability.



- Non Air-to-Air Heat Exchangers eliminate the maintenance issues associated with refrigerant-based cooling units while preventing air exchange between air outside and inside the cabinet.
- A Non-Ventilated Design incorporates heat sinks out-the-back, heat exchangers, and gasketed doors which protrude from the back of the cabinet and are cooled by front-removable centrifugal fans.
- Heat Exchanger Technology is utilized to remove residual internal cabinet heat instead of relying on refrigerant-based cooling systems and is an unparalleled solution used to increase a cabinet's heat dissipation while minimizing footprint.
- ▶ A Closed-Loop Air Cooling System maintains a clean and sealed internal environment and ensures optimum performance and maximum life of electronic components, while protecting against external contaminants and humidity.

COMMUNICATION OPTIONS

Toshiba's Plus Pack supports many common industrial communication protocols. These include:

- Modbus TCP
- Ethernet IP & TCP/IP
- DeviceNet

- Modbus RTU
- Modbus Plus
- Profibus DP

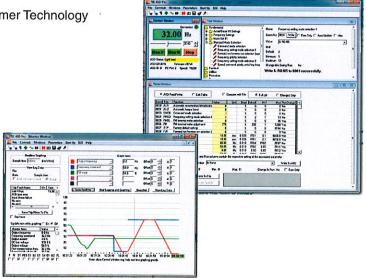
> ADDITIONAL OPTIONS

The Plus Pack can be supplied with additional options to expand control, allow greater flexibility, and provide better protection for a user's application. These options include:

- 12-Pulse Input Rectifier
- 18-Pulse Input Rectifier with Patented Auto-Transformer Technology
- Stainless Steel Enclosure
- Raycap Input Voltage Surge Suppressors
- Output Sinewave Filter

OTHER SPECIAL FEATURES

- Toshiba's Proprietary Windows®-Based ASD Pro Software
- NEMA 1 & NEMA 3R Enclosures



> APPLICABLE APPLICATIONS

- Blowers
- Centrifugal Pumps
- Conveyors

- Crushers
- Compressors
- Centrifuges

- Fans
- Lift Stations
- Water Towers

> APPLICABLE INDUSTRIES

- Chemical
- City Municipality
- Food
- Industrial Marine

- Petroleum
- Power Plant
- Irrigation
- Mining & Mineral

- Oil & Gas
- Paper
- Water/Wastewater







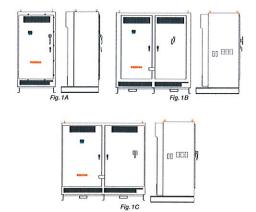




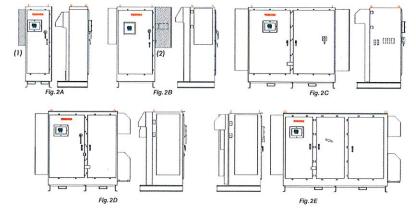
DIMENSIONS

Nominal HP	(460 V)	60	75	100	150	200	250	350	400	500	600	700	800	900	1000	1200	1400	1500
Drive Rating (A)		79	100	133	196	241	313	469	546	623	722	842	980	1121	1203	1443	1684	1804
NEMA 1 6-Pulse 12-Pulse	Н	_				81.5 in.									82.5 in.			
	W					37.0 in.				72.0 in.					84.0 in.			
	D					40.0 in.				46.0 in.								
	Figure					1A				1B					1C			
	Weight							200 lb	s	1500 lbs.		2000 lbs.				3500 lbs.		
NEMA 3R 6-Pulse 12-Pulse	Н						81.5 in.									82.5 in.		
	W	25.0 in. 31.5 in.			5 in.	46.0 in. 61.0 in.				90.0 in.				110.0 in.				
	D	35.0 in.				42.0 in.				48.0 in.								
	Figure	2A				2B				2C								
	Weight		1000 lbs.				1:	200 lbs	3.	1500 lbs.	2000 lbs.			3500 lbs.				
NEMA 3R 18-Pulse	Н						81.5 in.											
	W	70.0 in.				93.5 in.				130.	0 in.	_						
	D	35.0 in.				44.0 in.				46.8	5 in.							
	Figure	20									2							E
	Weight	2550 lbs.				3950 lbs.				5800	lbs.	7						

NEMA 1



NEMA 3R







MODEL RANGE	60 to 1500 HP								
Voltage Rating	380 to 480 V								
POWER REQUIREMEN									
Input Tolerance	Voltage: ±10%; Frequency ±2%								
Output Frequency	0 to 299 Hz								
CONTROL SPECIFICAT	TIONS								
Control Method	Sinusodial Pulse-Width Modulation (PWM) with VLP Technology								
Voltage Regulation	Main Circuit Voltage Feedback Control: Automatic, Fixed, & Off								
V/Hz Control	Constant Torque, Variable Torque, Automatic Torque Boost, Sensorless Vector Control, 5-Point V/Hz Custom Curve, & PG Feedback Vector Control								
PWM Carrier Frequency	Adjustable 0.5 to 15 kHz (For Drive Specific Information Consult Factory)								
Frequency Setting	Rotary Encoder Integrated into EOI, 0 to 10 VDC, ±10 VDC, 4 to 20 mA, Digital Input, Binary Input, & Motorized Potentiometer Input								
Frequency Precision	Analog Input ±0.2% of Maximum Output Frequency; Discrete/Communications Input ±0.01% of Maximum Output Frequency								
Speed Regulation	Open Loop: Up to 0.1%; Closed Loop: Up to 0.01%								
Main Protective Functions	Overcurrent, Overvoltage, Inverter Overheat, Load-Side Short Circuit, Ground Fault, ASD Overload, Communications Error, Auto-Tuning Error, Emergency Stop, Undervoltage, Overtorque, Open-Output Phase, Motor Overload, Low Operating Current, Option PCB Error, & Gate Array Error								
Retry	User-Set Number of Retries for Automatic System Restart After Trip								
Restart	Able to Smoothly Catch Freewheeling Motor (Bidirectional)								
Overload Current Rating	100% Continuous; 120% for One Minute								
CONTROL INTERFACE									
Digital Input	Eight Discrete Input Terminals Programmable to 68 Functions								
Digital Output	Three Discrete Output Terminals Programmable to 64 Functions; Two Form-A Contacts, One Form-C Contact								
Analog Input	Three Programmable: One 0 to 20 mA or 0 to 10 VDC Input, One 0 to 10 VDC Input, & One ±10 VDC Input								
Analog Output	Two Programmable: Both 4 to 20 mA Output								
Communication Ports	Half/Full Duplex RS485/RS232 & TTL Port								
VLP TECHNOLOGY FEA	ATURES								
Start & Stop Points	Determine Start/Stop Based On User-Set Values, Transducer Feedback Signal, & Programmable Discrete Input Terminal; Work with Dela Timer to Ensure Pump Does Not Start/Stop Too Frequently Due to Unstable/Fluctuating Input Signal								
Sleep Timer	Shuts Off Pump After Running for User-Specified Time at VLP Minimum								
Run External Device	Turns on External Booster Pumps to Support Primary Pump Only when Necessary								
No-Flow/Low NPSH Cut-Off	Stops Pump Once Loss of Water Feed or Closed Output Valve has been Detected								
Sealing Water/Vacuum Priming	Monitors Water Flow/Water Level & Starts Pump Once Water Flows Through Seal Or Pump is Full of Water								
ELECTRONIC OPERATO									
Display	4x20 Graphical Plain-English Back-Lit LCD Display for Programming, Monitoring, & Diagnostics								
LED Indicators	Run (Red)/Stop (Green), Hand (Green), & DC Bus Charge Indicator (Red)								
Keys	Hand/Auto, ESC, Run, Mode, & Stop/Reset								
Monitoring	Frequency Command Screen; Multiple Parameters Displayed: Output Current, DC Voltage, Output Voltage, Run Time, VLP, Motor Load, Motor Overload, ASD Load, Output Power, RR Input, V/I Input, RX Input, RX2 Input, & AM/FM Output								
CONSTRUCTION									
Enclosure	ANSI-White; NEMA 1/NEMA 3R; Free-Standing; Front-Access Only								
Power Cables	Top/Bottom Access for Input/Motor Cables								
Cooling	Forced-Air Cooled; Heat-Sink Out the Back; Heat Exchanger								
Standards & Compliances	EEE, UL Listed in US & Canada, NEMA, NEC, & American Recovery & Reinvestment Act Compliant (ARRA)								
AMBIENT CONDITIONS									
Ambient Temperature	-10 to 50°C (-10 to 40°C for 500, 1400, & 1500 HP)								
Altitude	4500 ft. Above Sea Level (Higher Altitude with Derating)								
Humidity	95% Maximum (Non-Condensing)								

TOSHIBA INDUSTRIAL PRODUCTS:

- · Adjustable Speed Drives
- Motors
- Motor Controls
- Instrumentation & PLCs
- Uninterruptible Power Systems

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BOARD OF DIRECTORS STAFF REPORT

DATE: May 16, 2019

TO: Board of Directors

FROM: Clarence Mansell Jr., General Manager

SUBJECT: CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION

AND CONVEYANCE AGREEMENT WITH CALATLANTIC GROUP, INC

FOR TRACT 20213

BACKGROUND:

Calatlantic Group, Inc. ("Developer") is the owner of land located at the southwest corner of Casa Grande Avenue and Sierra Avenue in the City of Fontana, known as Tract No. 20213, Summit at Rosena ("Development"), as shown in **Exhibit A**. The Development is part of a master-planned community and contains 133 residential lots requiring water services. In developing this land, the Developer is required to construct new water main within the tract to allow for new domestic, fire and irrigation connections.

DISCUSSION:

In order to construct the water facilities needed to supply water to the Development, West Valley Water District ("District") and the Developer wish to enter into a Developer-Installed Water System Infrastructure Installation and Conveyance Agreement ("Agreement"). This Agreement outlines the responsibilities of the Developer in constructing facilities, including insurance, indemnification and bonding requirements as well as conveyance and acceptance of the water system by the District. Attached as **Exhibit B** is a copy of the Water System Infrastructure Installation and Conveyance Agreement for this development.

FISCAL IMPACT:

No fiscal impact to the District.

STAFF RECOMMENDATION:

It is recommended that the Board of Directors approve the Water System Infrastructure Installation and Conveyance Agreement with Calatlantic Group, Inc.

Clarence C. Manselly.

Clarence Mansell Jr, General Manager

DG:ce

ATTACHMENT(S):

- 1. Exhibit A Aerial Map
- 2. Exhibit B Water System Infrastructure Installation and Conveyance Agreement

EXHIBIT A



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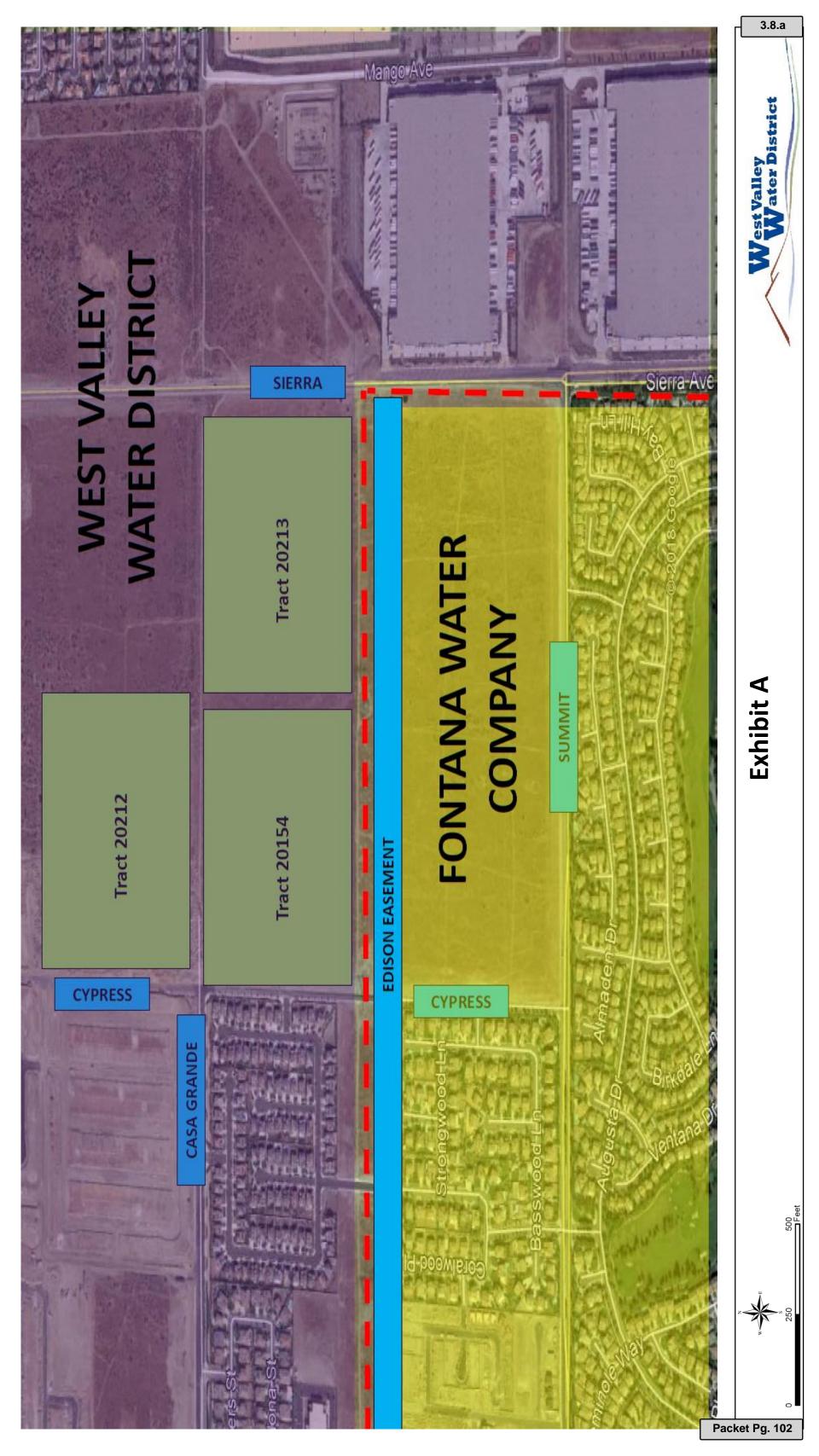


EXHIBIT B

WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement ("Agreement") is entered into and effective as of _______ by and between CALATLANTIC GROUP, INC ("Developer"), and WEST VALLEY WATER DISTRICT ("District") who agree as follows:

The Developer is the owner of certain land described as **TRACT 20213** and as more fully (or further) shown on <u>Exhibit "A"</u>. In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District's public water system.

In order to provide facilities for a water supply to said land, it is the intention of the parties to this Agreement that the Developer shall furnish and install those water mains, fire hydrants, service laterals, water meters and valves, valve boxes, and all other appurtenant fittings and facilities required for a complete water system to serve the land shown on <u>Exhibit "A"</u>.

In order to implement the foregoing and in consideration of the terms and conditions herein contained, the parties further agree as follows:

1. DESIGN

- 1.1. Developer shall design and construct, at the Developer's own expense, the water facilities and appurtenances required to serve the development in accordance with final District approved plans known as **WATERLINE IMPROVEMENT PLANS FOR TRACT 20213**, as approved and attached herein as <u>Exhibit "B"</u> and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.
- 1.2. The water system design shall be by a Professional Engineer registered in the State of California, and in accordance with the District's most recent Rules and Regulations (the "Rules and Regulations"), the District's Standards for Domestic Water Facilities and Standard Drawings herein included by reference, all applicable District ordinances and policies and all City, County of San Bernardino, State of California, and Federal laws, ordinances, rules, regulations, codes and other legal requirements of all government bodies having jurisdiction over said construction and property (all of the foregoing requirements in this paragraph being collectively referred to herein at times as "Legal Requirements").
- 1.3. The District, at Developer's expense, shall review Developer's plans for the purpose of ensuring the adequacy of the design and conformance with the District's standards and specifications. The District reserves the right to add, delete, modify, change or amend any or all the plans and specifications.
- 1.4. In the event that the property to be developed includes multiple residential, condominiums, commercial or industrial uses, all site plans, grading plans, and any available plumbing plot plans shall be furnished to the District by Developer.

1.5. The District makes no warranties as to the correctness, accuracy or completeness of the plans and specifications. The accuracy, adequacy, suitability, and correctness of the water system design shall be the sole responsibility of the Developer.

2. CONSTRUCTION

- 2.1. Developer shall perform, or caused to be performed, all construction of the water system infrastructure installation pursuant to the approved water system plans, and all Legal Requirements.
- 2.2 The performance of this Agreement shall commence within ninety (90) calendar days from the date of this Agreement and shall be completed within one (1) year from the estimated construction start date.
- 2.3. Time is of the essence in this Agreement; provided that, in the event good cause is shown therefore, the general manager of the District ("General Manager") may extend the time for completion of the water system installation. Any such extension may be granted without the notice to Developer's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure faithful performance of this Agreement. The General Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.
- 2.4. The Developer and its contractor and subcontractors shall attend a preconstruction meeting with the District at the District's headquarters no less than five (5) working days prior to commencement of construction.
- 2.5. No work on water facilities shall commence prior to the completion of all required curbs and gutters.

3. LICENSES AND PERMITS

- 3.1. Developer, and all of Developer's contractors and subcontractors warrants it possesses, or shall obtain, and maintain during the term of this Agreement any and all licenses, permits, qualifications, insurance and approval of whatever nature that are legally required of Developer, its contractors, and all subcontractors to practice its profession, skill or business.
- 3.2. The work to be performed under this Agreement, except meter installations, shall be performed by Developer, or a contractor or subcontractor who is pre-approved by the District and is licensed under the laws of the State of California in the specialty Class of "C-34" Pipeline or Class "A" General Engineering. A copy of the contract between Developer and the selected pre-approved contractor and all subcontractors shall be submitted to the District for review and approval.
- 3.3. Excavation/resurfacing permits shall be secured by Developer at Developer's expense. Permits/easements to install, maintain and operate water system facilities in private property shall be secured by Developer at Developer's own expense prior to construction.

3.4. Developer shall, at Developer's own expense, be responsible for obtaining and adhering to a National Pollution Discharge Elimination System (NPDES) permit from the Regional Water Quality Board as required for construction or pipeline flushing and disinfection.

4. INSURANCE REQUIREMENTS

- 4.1. The following insurance requirements have been adopted by the District and shall be applicable to this Agreement. These requirements supersede the insurance requirements set forth in any other reference of the District, and to the extent of any conflict, the specified requirements herein shall prevail.
- 4.2. Developer shall ensure that Developer's contractors conform to the following insurance requirements and that all required documents are submitted to the District at the time of Agreement submittal: Developer shall ensure that its contractors and all subcontractors shall purchase and maintain insurance in amounts equal to the requirements set forth in (a) through (d) below, and shall not commence work under this Agreement until all insurance required under this heading is obtained in a form acceptable to the District, nor shall Developer allow any contractor or subcontractor to commence construction pursuant to a contract or subcontract until all insurance required of the contractor and any subcontractors has been obtained.
- a. <u>General Liability</u>: Developer shall ensure that its contractor and all subcontractors shall maintain during the life of this Agreement, a standard form of either Comprehensive General Liability insurance or Commercial General Liability insurance ("General Liability Insurance") providing the following minimum limits of liability: Combined single limit of \$1.0 million per occurrence for bodily injury, including death, personal injury, and property damage with \$2.0 million minimum aggregate, separate for this project as evidenced by endorsement. The insurance shall include coverage for each of the following hazards: Premises-Operations; Owners and Contractors Protective; Broad Form Property Damage contractual for Specific Contract; Severability of Interest or Cross-Liability; XCU Hazards; and Personal Injury With the "Employee" Exclusive Deleted.
- b. <u>Automotive/Vehicle Liability Insurance</u>: Developer shall ensure that its contractor and all subcontractors shall maintain a policy of automotive/vehicle liability insurance on a commercial auto liability form covering owned, non-owned and hired automobiles providing the following minimum limits of liability: Combined single limit of liability of \$1.0 million per accident for Bodily Injury, Death and Property Damage ("Automotive/Vehicle Liability Insurance").
- c. <u>Workers' Compensation Insurance</u>: Developer shall ensure that its contractor and all subcontractors shall provide such workers' compensation insurance with statutory minimum amounts of coverage, as required by the California *Labor Code* and other applicable law, and including employer's liability insurance with a minimum limit of \$1,000,000.00 ("Workers' Compensation Insurance"). Such Workers' Compensation Insurance shall be endorsed to provide for a waiver of subrogation against the District.
- d. <u>Excess Liability</u>: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when

combined with the primary insurance, to equal the minimum requirements for General Liability Insurance and Automotive/Vehicle Liability Insurance.

- 4.3. The insurances provided for in Section 4.2 and its subsections above are subject to all of the following conditions:
- a. The insurance shall be issued and underwritten by insurance companies acceptable to the District, and shall be licensed by the State of California to do business on the lines of insurance specified. The insurers must also have an "A-" Policyholder's rating" and a "financial rating" of at least Class VII in accordance with the most current A.M. Best's Rating Guide.
- b. Developer's contractor and subcontractors may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.
- c. Any costs associated with a self-insured program, deductibles, or premium rating programs that determine premium based on loss experience shall be for the account of Developer, Developer's contractor and subcontractors, and the District shall not be required to participate in any such loss. If any such programs exist, Developer, Developer's contractor and subcontractors, agree to protect and defend the District in the same manner as if such cost provisions were not applicable.
- d. Developer shall ensure that its contractor and all subcontractors shall have presented at the time of execution of the Agreement, the original policies of insurance and a certificate of insurance naming the District as the certificate holder and that such coverage is in force and complies with the terms and conditions outlined herein.
- e. If an insurance policy contains a general policy aggregate of less than the minimum limits specified, then the policy coverage shall be written with limits applicable solely to this Agreement, as specified, and shall not be reduced by or impaired by any other claims arising against Developer. These policy limits shall be set forth by separate endorsement to the policy.
- 4.4. Each such policy of General Liability Insurance and Automotive/Vehicle Liability Insurance shall contain endorsements providing the following:
- a. The District, their board members, officers, agents, employees, consultants, and engineers, are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of the Developer at or upon any of the premises of the District in connection with the Agreement with the District, or acts or omissions of the additional insureds in connection with, but limited to its general supervision or inspection of said operations and save for any claims arising from the sole negligence or sole willful misconduct the District.
- b. No policy shall be canceled, limited, materially altered, or non-renewed by the insurer until thirty (30) days after receipt by the District of a written notice of such cancellation or reduction in coverage.
- c. This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under this policy.

5. BONDING REQUIREMENTS

- 5.1. Developer shall generate an engineer's cost estimate based on the water system plans provided to the District. The estimated costs, attached herein as <a href="Exhibit"C", will be submitted to the District for review and approval, and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District. The sole intent and purpose of the engineer's estimate is to establish a cost valuation for bonding purposes only.
- 5.2. Performance Bond: The Developer's engineers estimate for the WATERLINE IMPROVEMENT PLANS FOR TRACT 20213, is NINE HUNDRED SEVENTY-FIVE THOUSAND no/100 dollars (\$975,000). Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with either an irrevocable letter of credit from a recognized financial institution acceptable to the District or a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The irrevocable letter of credit or performance bond shall be in the amount of NINE HUNDRED SEVENTY-FIVE THOUSAND no/100 dollars (\$975,000), equal to 100 percent of the approved Developer's estimate.
- 5.3. <u>Warranty Bond:</u> The Developer's pre-approved contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved plans (<u>Exhibit "B"</u>). Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be either an irrevocable letter of credit from a recognized financial institution acceptable to the District or a warranty bond beginning on the date of acceptance of the water facilities by the District.

6. MATERIALS

6.1. The water system facilities to be installed pursuant to this Agreement shall become an extension of the distribution system of the District. All materials used must conform to District specifications for such materials pursuant to all applicable Legal Requirements.

7. NOTICES

- 7.1. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.
 - 7.2. Notices required shall be given to the **District** addressed as follows:

WEST VALLEY WATER DISTRICT

Attn: General Manager Post Office Box 920 Rialto, CA 92377

RE: Waterline Improvement Plans for Tract No. 20213

7.3. Notices required shall be given to **Developer** addressed as follows:

CALATLANTIC GROUP, INC ATTENTION: GEOFF SMITH 980 MENTECITO DRIVE, SUITE 206

CORONA, CA 92879

RE: Waterline Improvement Plans for Tract No. 20213

7.4. Notices required shall be given to **Surety** addressed as follows:

SURETY NAME:

ATTN TO: **ADDRESS**

RE: Waterline Improvement Plans for Tract No. 20213

- 7.5. Provided that any party or Surety may change such address by notice in writing to the other party, and thereafter, notices shall be addressed and transmitted to the new address.
- The Developer or its contractor shall provide the District forty-eight (48) hours advance notice of request for inspection or testing.
 - 7.7. The District is closed on the holidays listed in Exhibit "D".

TO CONSTRUCT WATER SYSTEM 8. NOTICE TO PROCEED **FACILITIES**

8.1. Upon acceptance of the insurance and aforementioned bonds and/or irrevocable letters of credit in the amounts provided herein and approval by the District and upon payment of all applicable charges, the Agreement shall be signed by Developer and the District. The District shall return an original copy of the signed Agreement with a letter to Developer giving notice to proceed to construct the water system facilities.

9. **INSPECTION**

- 9.1. It is understood that the sole purpose and intent of the District's inspection and testing is to validate that the materials, workmanship, and construction of the water facilities are in compliance with the District-approved final plans, the District's Rules and Regulations, the Standards for Domestic Water Facilities, the Standard Drawings, and all other applicable District requirements. Developer acknowledges and represents that it assumes full and sole responsibility for the safety and management of the project.
- 9.2. Developer shall at all times maintain proper facilities and provide safe access for inspection by the District to all parts of the work and to the shops wherein the work is in preparation. Additionally, in connection with the performance of this Agreement, the District shall have the authority to enter the work site at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger of hazard to any and all employees. Developer agrees that the District, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger

or hazard to any and all employees at the work site. Furthermore, Developer acknowledges the provisions of California *Labor Code* Section 6400 et seq., which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event the District identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the work site, the District is hereby authorized to order an immediate abatement of that condition.

- 9.3. All work and materials shall be subject to inspection, testing, and acceptance by the District at Developer's expense. In the event Developer arranges to have materials fabricated for the project, Developer may be required to arrange for the District to inspect that material during fabrication at Developer's expense.
- 9.4. All material fabrications shall be preapproved by the District and must conform to District standards and specifications.
- 9.5. The District's inspectors shall have full, unlimited access to perform continuous inspection and have the authority to stop work at any time, by written notice, without any liability whatsoever to the District, if, in the inspectors' judgment, the work called for by this Agreement, or the District approved plans, or the specifications is not being installed or performed in a satisfactory and workmanlike manner according to District's standards and specifications and/or in the event the materials do not comply with the District's standards and specifications.
- 9.6. Final acceptance of all material to be purchased or fabricated by Developer under this Agreement shall be made only with the prior approval of the District. Approval by the District, however, shall not operate to relieve the material supplier or Developer of any guarantees, warranties, or the duty of compliance with any of the requirements of the approved plans and specifications or of this Agreement. All construction pursuant to this Agreement shall be inspected pursuant for conformity with District requirements. Developer shall pay actual costs for inspections.

10. TESTING AND DISINFECTION

10.1. All water system facilities and components constructed pursuant to this Agreement shall adhere to all requirements for testing, disinfection, and flushing pursuant to District standards and Legal Requirements.

11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES

11.1. Developer accepts the responsibility for and the costs occasioned by any reconstruction, relocation, damages to, or changes of water services or facilities caused or contributed to directly or indirectly by any subsequent changes in the location of any of said facilities or water meters or water services.

12. AS-CONSTRUCTED DOCUMENTATION

12.1. In order for the District to accept the facilities, Developer shall provide all required documentation as specified in the Standards for Domestic Water Facilities, including As-Built drawings.

13. INDEMNIFICATION

- 13.1. Developer hereby agrees to and shall protect, defend, indemnify and hold the District and its board members, officers, agents, employees, and engineers free and harmless from any and all liability losses, damages, claims, liens, demands and cause of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, attorney's/legal fees, and all other expenses incurred by the District arising in favor of any party, including claims, liens, debts, demands for lost wages or compensation, personal injuries, including employees or the District, death or damages to property (including property of the District) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Developer save and except claims or litigation arising through the sole negligence or sole willful misconduct of the District or the District's agents and employees. Developer shall investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of Developer even if the claim or claims alleged are groundless, false or fraudulent. Developer agrees to, and shall defend the District and its members, directors, officers, agents, employees, and engineers from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations, provided as follows:
- a. That the District does not and shall not waive any rights against Developer which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by the District, or the deposit with District by Developer, or any of the insurance policies described in this Agreement.
- b. That the aforesaid hold harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any or the aforesaid operations referred to in this subsection, regardless of whether or not District has prepared, supplied water system installation, or regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

This provision is not intended to create any cause of action in favor of any third party against Developer or the District or to enlarge in any way Developer's liability but is intended solely to provide for indemnification of the District from liability for damage or injuries to third persons or property arising from Developer's performance hereunder.

13.2. Neither Developer nor any of Developer's agents, contractors or subcontractors are, or shall be, considered to be agents of the District in connection with the performance of Developer's obligations under this Agreement.

14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK

14.1. If, within a period of two years after final acceptance of the work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement, fails to fulfill any of the requirement of this Agreement or the specifications referred to herein, Developer shall, without delay and without any cost to District, repair or replace or reconstruct

any defective or otherwise unsatisfactory part or parts of the work structure. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the situation as determined by the District in the exercise of its sole discretion require repair, replacement or reconstruction before Developer can be notified, District may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to the District the actual cost of such repairs.

15. COSTS AND FEES

- 15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits shall be paid in full prior to the execution of this Agreement and before construction can take place.
- 15.2. Any additional costs and fees shall be paid in full prior to conveyance and acceptance of the water system.

16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM

- 16.1. Upon completion of the water system in accordance with the approved water plans and submission of the required documentation, the Developer shall convey the water system to the District.
- 16.2. The Developer shall be responsible for insuring the pre-approved contractor furnish an irrevocable letter of credit to the District or a warranty bond (One Hundred (100%) of Developer's estimate) for a period of two years as stated in Sections 5.3 of this Agreement, asbuilt drawings with contractor redlines and AutoCAD files, materials list with quantities, labor, equipment, and materials, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with San Bernardino County Recorder, fire flow tests of all hydrants, all required easements for water facilities and unconditional financial release from subcontractors and material providers, Upon compliance with all the terms and conditions of this Agreement, the District shall prepare the conveyance agreement accepting the water facilities and forward same to the address provided herein. Title to the ownership of said facilities and appurtenances shall thereby be conveyed to the District. The District shall thereafter operate and maintain said facilities so as to furnish water service to the development (Exhibit "A") in accordance with the District's ordinances, policies and Rules and Regulations.

17. PERMANENT WATER SERVICE

17.1. In no event shall permanent water services be provided to Developer's installed system until all applicable charges and fees have been paid by Developer and all facilities have been conveyed, free of all encumbrances, to the District, including any easements which may be required. Such conveyance shall occur in a timely manner in accordance with the terms of this Agreement.

18. BREACH OR DEFAULT OF AGREEMENT

- 18.1. If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to obtain completion of said work within such time, or if Developer should be adjudged as bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer, or any of Developer's contractors, subcontractors, agents or employees, should violate any of the provisions of this Agreement, the District's General Manager or the General Manager's designee may serve written notice upon Developer and Developer's surety of breach of this Agreement, or of any portion therefore, and default of Developer.
- 18.2. In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvement herein specified; provided, however, that if the surety, within five (5) days after the serving upon of such notice of breach, does not give the District written notice of its intention to take over the performance of the contract, and does not commence performance thereof within five (5) days after notice to the District of such election, District may take over the work and prosecute the same to completion, by contract or by any other method District may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to the District for any excess cost or damages occasioned District thereby; and, in such event, District, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefore.

19. SUCCESSORS BOUND

19.1. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective legal representatives, successors, heirs, and assigns.

20. ENFORCEMENT OF PROVISIONS

20.1. The District's failure to enforce any provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

[CONTINUED ON NEXT PAGE]

IN WITNESS	WHEREOF,	the	parties	hereto	execute	this.	Agreement.

WEST	VALL	EΥ	WATER	DISTRICT

By:		Date:
	Clarence C. Mansell, Jr., General Manager	_
DEVE	LOPER:	
CALA	TLANTIC GROUP, INC	
By:	CALATLANTIC GROUP, INC	
	a Delaware Corporation	
By:		Date:
	Geoff Smith	
	Authorized Agent	

Exhibit A



Packet Pg. 116

Exhibit B

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W-15

STD.

WWWD

PER

FURNISH AND INSTALL 2" WATER SERVICE PER WVWD AND 2" BACKFOW DEVICE PER WVWD STD. W-20 FURNISH AND INSTALL 8" FIRE SERVICE W/6" DCDA PER

AND INSTALL 8" X 6" REDUCER

W-5

STD.

7 -

METER AND BACKFLOW

<u>"</u>

1" WATER SERVICE W/

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SHALL

CONTRACTORS

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ONLY.

ESTIMATES

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12"

AND INSTALL

FURNISH

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PER.

ASSEMBLY

ВОХ

VALVE

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8"X8"X6"

INSTALL

12"X12"X6" TEE

AND INSTALL

FURNISH

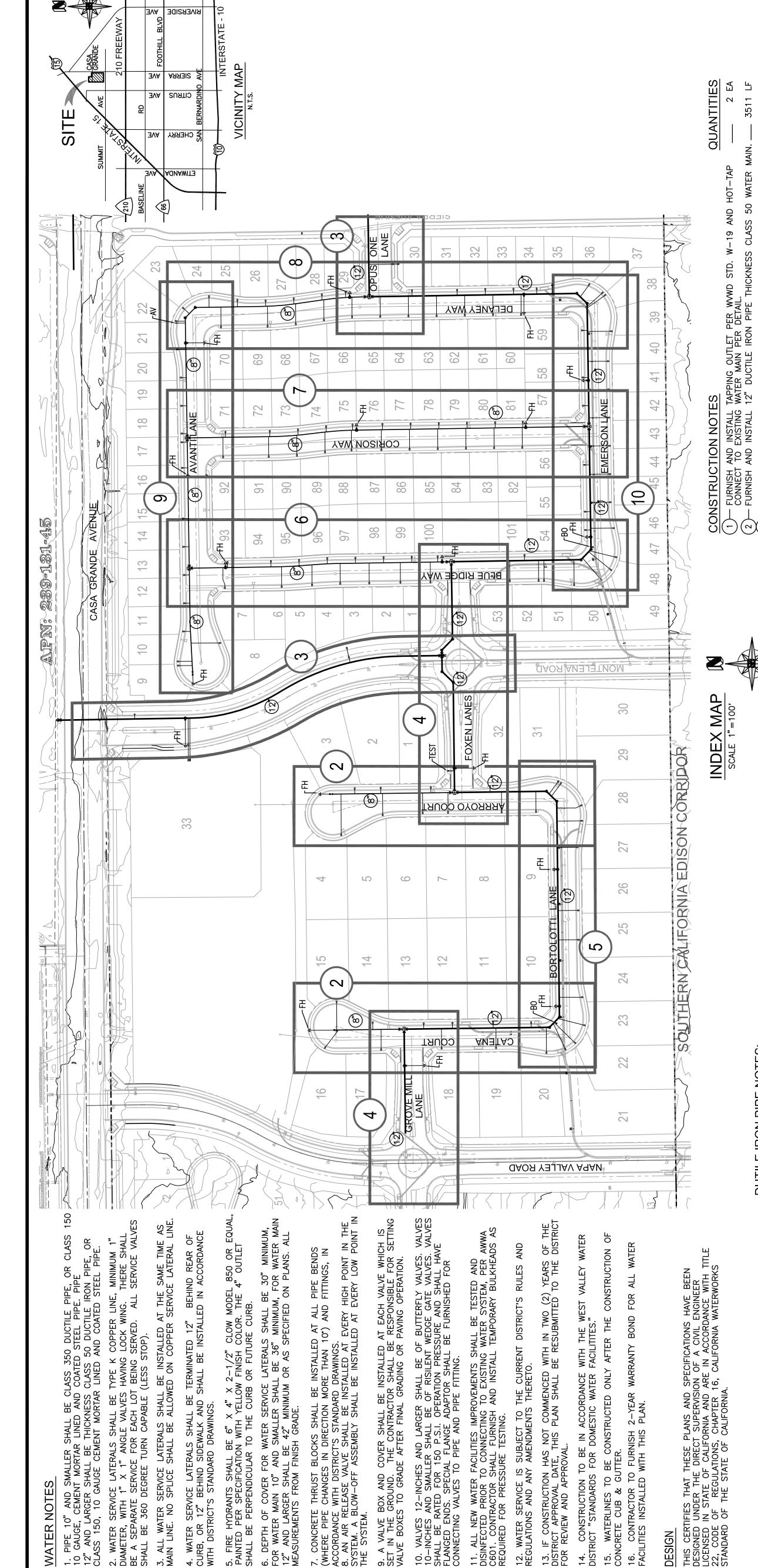
FURNISH AND INSTALL 12" CROSS

AND INSTALL 12"X8" REDUCER

FURNISH

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6. THE CONTRACTOR SHALL UNCOVER AND VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITY LINES PRIOR TO EXCAVATING. THE CONTRACTOR SHALL MAKE APPROPRIATE ARRANGEMENTS FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT AT 1-800-227-2600 PRIOR TO BEGINNING WORK.

7. THE CONTRACTOR SHALL DISPOSE OF ALL SURPLUS EXCAVATION OUTSIDE OF THE PROJECT AREA.

8. PIPE TRENCH SHALL BE EXCAVATED TRUE TO LINE AND GRADE IN ACCORDANCE WITH THE PLAN AND SPECIFICATIONS. ALL BACKFILL SHALL BE PLACED IN A MANNER SATISFACTORY TO THE ENGINEER AND IN ACCORDANCE WITH THE STANDARDS. MATERIAL FOR BACKFILL TO TWELVE (12) INCHES ABOVE THE PIPE SHALL BE GRANULAR MATERIAL WITH A MINIMUM SAND EQUIVALENT OF 30.

5. ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.

4. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY: THAT THIS REQUIREMENT SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER, THE ENGINEER, AND HIS REPRESENTATIVE HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

WATER NOTES

FOR A PRE—CONSTRUCTION CONFERENCE AND THE ENGINEER AT LEAST ONE WEEK

2. THE CONTRACTOR SHALL ARRANGE WITH WEST VALLEY WATER DISTRICT PRIOR TO BEGINNING CONSTRUCTION

 \underline{Z}

3. THE CONTRACTOR'S ATTENTION IS EXPRESSLY DIRECTED TO ALL THE REQUIREMENTS AND PROVISIONS OF THE STATE OF CALIFORNIA SAFETY REGULATIONS. CONFORMANCE THERETO SHALL BE STRICTLY ENFORCED DURING THE ENTIRE LIFE OF THE CONTRACT. A CAL-OSHA EXCAVATION PERMIT SHALL BE REQUIRED FOR TRENCHES IN EXCESS OF 5.0 FEET IDEPTH.

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH WEST VALLEY VALLEY WATER DISTRICT'S STANDARDS FOR DOMESTIC WATER FACILITIES AS OF THE DATE OF PLAN APPROVAL.

CONSTRUCTION NOTES

GENERAL

SHALL BE RESTRAINED PER DISTRICT STD W-BENDS & FITTINGS SHALL BE MECHANICALLY ADDITIONAL RESTRAINS & THRUST BLOCKS SI **DUTILE IRON PIPE NOTES:**

DESIGN ENGINEER

SIGNATURE OF

14. ALL WORK SHALL BE INSPECTED BY THE WEST VALLEY WATER DISTRICT OR ITS DULY AUTHORIZED AGENT. THE CONTRACTOR SHALL NOT PROCEED WITH ANY SUBSEQUENT PHASE OF WORK UNTIL THE PREVIOUS PHASE HAS BEEN INSPECTED AND APPROVED. INSPECTION SHALL BE MADE OF THE FOLLOWING PHASES OF WORK:

TRENCHING, INSTALLATION OF PIPE, VALVES, FITTINGS, VAULTS, BACKFILL AND COMPACTION.

LEAKAGE TESTING.

DESIGN

OF

10. COMPACTION TESTS SHALL BE REQUIRED FOR ALL TRENCH BACKFILL PER WEST VALLEY WATER DISTRICT STANDARDS AND SPECIFICATIONS AND/OR THE REQUIREMENTS OF ANY AGENCY HAVING JURISDICTION.

11. THE CONTRACTOR SHALL REPLACE IN KIND, TO THE SATISFACTION THE ENGINEER AND ANY AGENCY HAVING JURISDICTION THEREOF, ANY ROAD BASE, PAVING, CURB AND GUTTER OR OTHER IMPROVEMENTS CUREMOVED OR DAMAGED IN CONJUNCTION WITH THIS PROJECT.

9. NO PIPELINE SHALL BE INSTALLED ON FILL MATERIAL WITHOUT FIRST MEETING IN-PLACE DENSITY TESTS. COMPACTION IN INTERMEDIATE ZONE SHALL BE COMPACTED TO 90% RELATIVE COMPACTION.

13. THE CONTRACTOR, AT THE END OF EACH DAYS WORK, SHALL ENSURE THAT ALL OPENINGS INTO THE PIPELINE ARE SECURELY PLUGGED AND STOPPED SO THAT NO ANIMAL, FOWL OR RODENT CAN ENTER THE PIPELINE.

12. PIPE DELIVERED TO THE SITE SHALL BE PROTECTED BY THE CONTRACTOR FROM DUST OR OTHER CONTAMINATION PRIOR TO PLACING TRENCH AND SHALL BE INSTALLED IN ACCORDANCE WITH DISTRICT STANDARDS TO THE SATISFACTION OF THE DISTRICT'S INSPECTOR.

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FURNISH AND INSTALL 12" BUTTERFLY VALVE AND VALVE BOX ASSEMBLY PER WVWD STD. W-11_

FURNISH AND INSTALL 12" TEE __ FURNISH AND INSTALL 12" BLIND FLG.

FURNISH AND INSTALL 8" GATE VALVE AND VALVE BOX ASSEMBLY PER WVWD STD.

FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY PER WVWD STD. W-2, CLOW 850 W/ BREAK OFF CHECK VALVE.
FURNISH AND INSTALL 6" BLOW OFF ASSEMBLY PER WVWD STD. W-7

6

AND INSTALL 2" WATER SERVICE WITH 1 1/2" METER PER WVWD. W-5. INSTALL 2" BACKFLOW PREVENER (R.P.) PER WVWD STD. AND INSTALL THRUST BLOCK PER WVWD STD. W-3A, W-3B

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SPECIAL CARE SHALL BE TAKEN WITHIN CASA GRANDE AROUND MWD AND SGVMWD PIPELINE BOTH DURING GRADING AND CONSTRUCTION. CONTRACTOR RESPONSIBLE TO ADHEAR TO ALL REQUIREMENTS, INCLUDING SUBMITTAL OF SHORING DETAILS 30 DAYS PRIOR TO CONSTRUCTION TO ENGINEER AND AFFECTED UTILITY/AGENCY

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1" AIRVAC ASSEMBLY PER WVWD STD. W-6

INSTALL

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INSTALL

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FURNISH AND INSTALL WATER QUALITY SAMPLE STATION PER WVWD STD. W-21 AS AMENDED WITH AMERICAN-MC MODEL EZ-01F, 44" IN HEIGHT AND POWER COATED HUNTER GREEN.
1" WATER SERVICE W/ 1" METER & BACKFLOW

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BENCHMARK: 1. ALL DIP 2. ALL DIP 3. USE OF

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AND

SYSTEM REVIEWED

FIRE PROTECTION

15. THE CONTRACTOR SHALL GIVE AT LEAST 2 WORKING DAYS NOTICE WHEN INSPECTIONS OR ENGINEERING JUDGMENTS BECOME NECESSARY SET FORTH IN THE STANDARD SPECIFICATIONS

VAULTS AND VALVE BOXES RAISED TO GRADE, LINES FLUSHED AND FINAL INSPECTION.

PRIVATE ENGINEER'S NOTICE TO CONTRACTOR:

FIRE

SIGNATURE OF FIRE AGENCY

WATER

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES AND/OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITY LINES SHOWN AND ANY OTHER LINES NOT ON RECORD OR NOT SHOWN ON THESE PLANS.

CALTRANS BENCHMARK #8-17 BRASS DISK LOCATED IN S.C.E. TOWER 343' N/O 1-210, 0.2 MILES WEST OF BASIS OF BEARINGS:
THE EAST LINE OF THE SE 1
BEING THE CENTERLINE OF SI
19431, PMB 242/97-98
BEING: NO0'33'32"W ELEVATION= 1428.609 THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN REVIEWED BY AND ACCEPTED BY THE WEST VALLEY WATER DISTRICT AND THAT THE DISTRICT IS WILLING AND ABLE TO SUPPLY WATER TO SERVE THIS LOCATION.

NOTE:
CONTACT DANIEL FLORES (909) 392—5137 AT
METROPOLITAIN DISTRICT AT LEAST TWO WORKING DAYS
(MONDAY THROUGH THURSDAY) PRIOR TO STARTING ANY
WORK IN THE VICINITY OF THEIR FACILITIES AND
RIGHT—OF—WAY.

980 MONTECITO DRIVE, SUITE CORONA, CA 92879 PHONE NO. (951) 817-3545

UNAUTHORIZED CHANGES AND USES:

DEVELOPER LENNAR

SIGNATURE

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, HE WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.

SECTION 19, ALSO AVENUE PER PM NO.

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AND FOR CROSSINGS SHOWN ON PLAN, COVER CAN'T BE ACHIEVED. AND 1.5' FOR M.W.D. R MINIMUM CLEARANCE OF IS REQUIRED.
VERIFY EXISTING PIPE CENGINEER IF MINIMUM CENTRAL PROBLEM FOR THE PROBLEM FO

S.G.V.M.W.D. NOTIFY

WATERLINE IMPROVEMENT PLANS RESSURE ZONE 6 / DRAWING # D190 WES. ALLARD ENGINEERING Civil

PRESSURE (909) 356-1795 eering - Land Surveying - Land 16866 Seville Avenue Fontana, California 92335 (909) 356-1815

1

6 / DRAWING # D19009

20213

TRACT NO.

WATER

VALLE

SHOWN AS APPROVED . Š

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

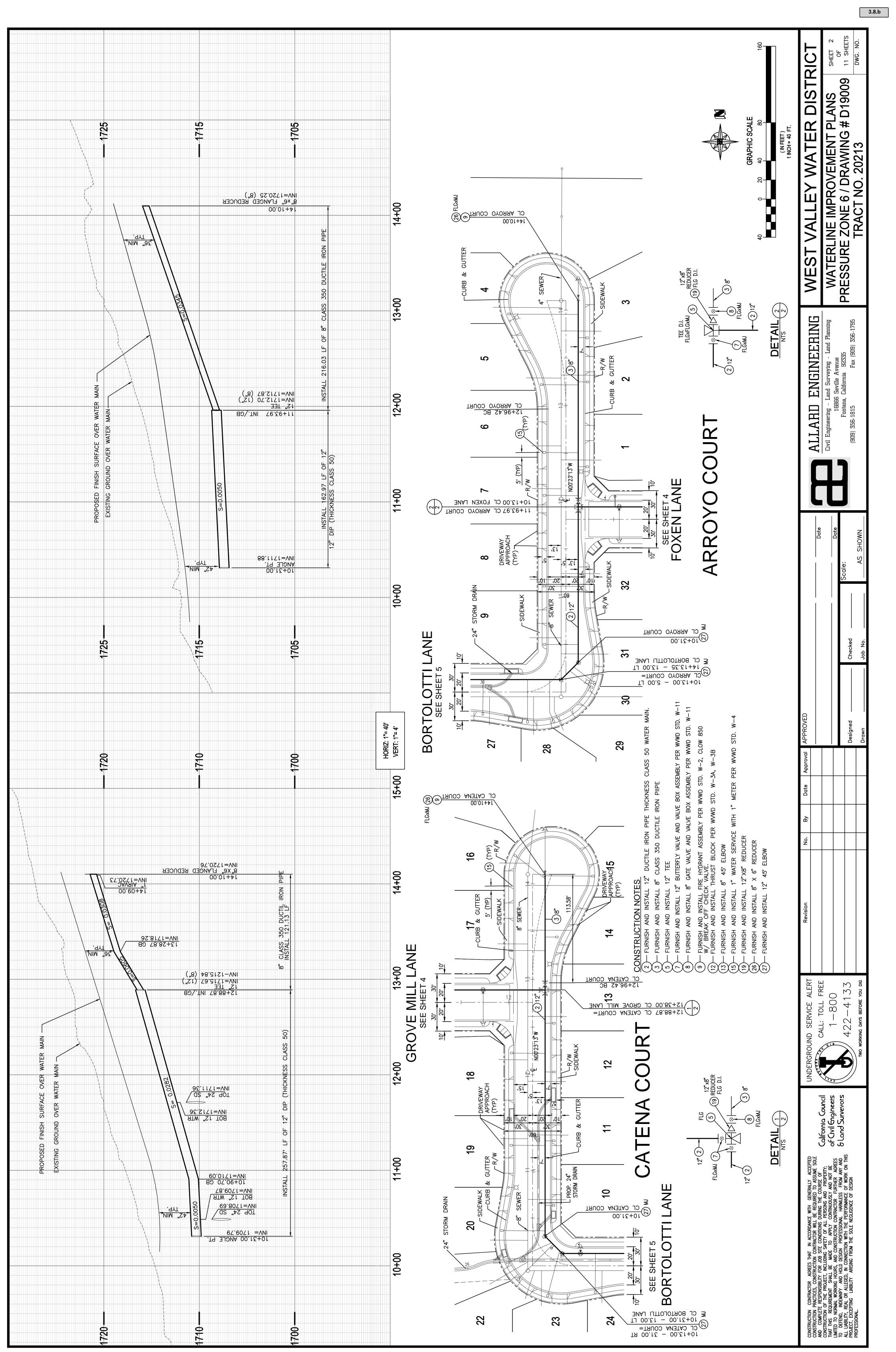
April 25, 2019 ballard

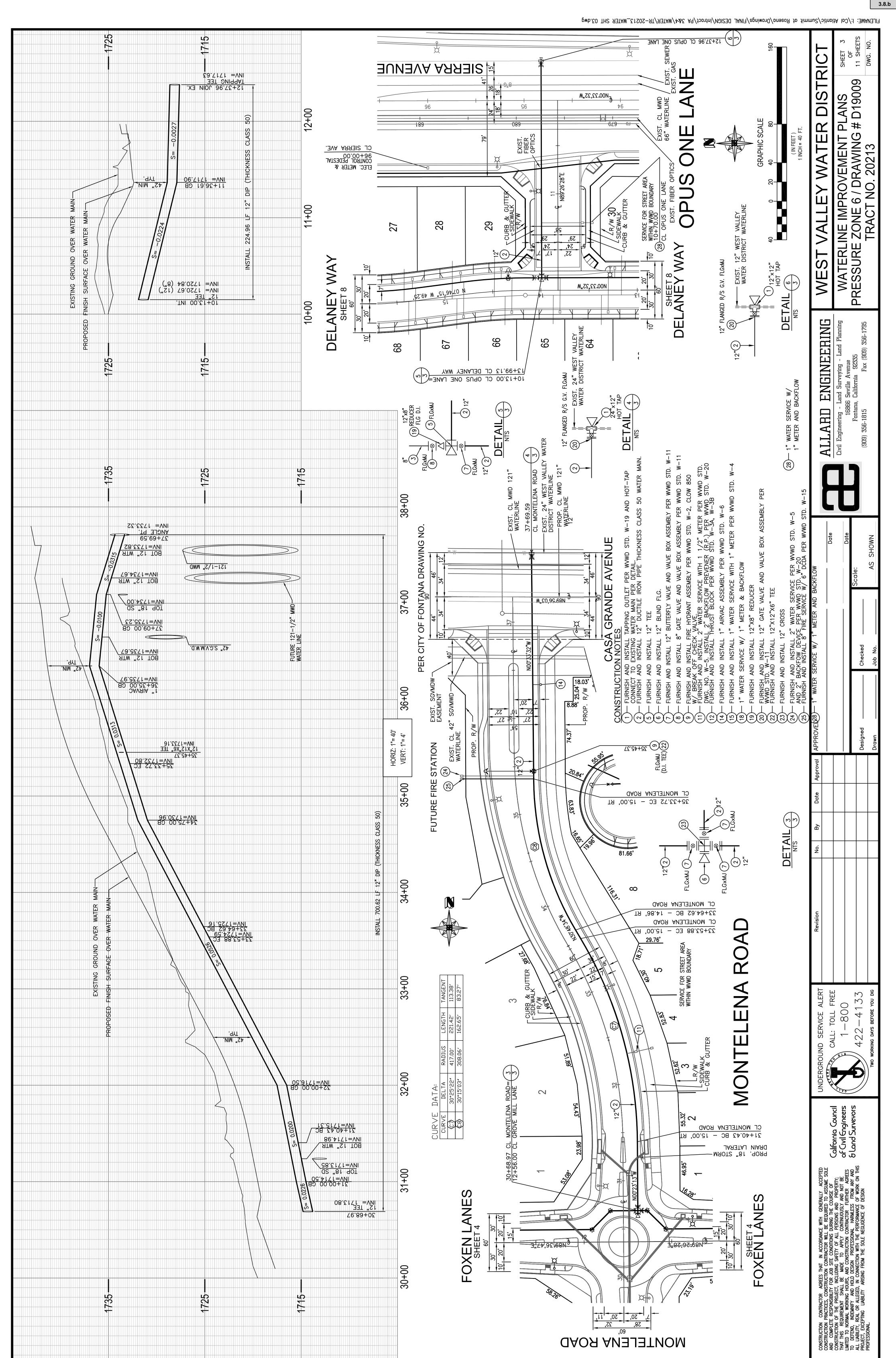
CALL: TOLL FREE -4133 -800 422- $\overline{}$

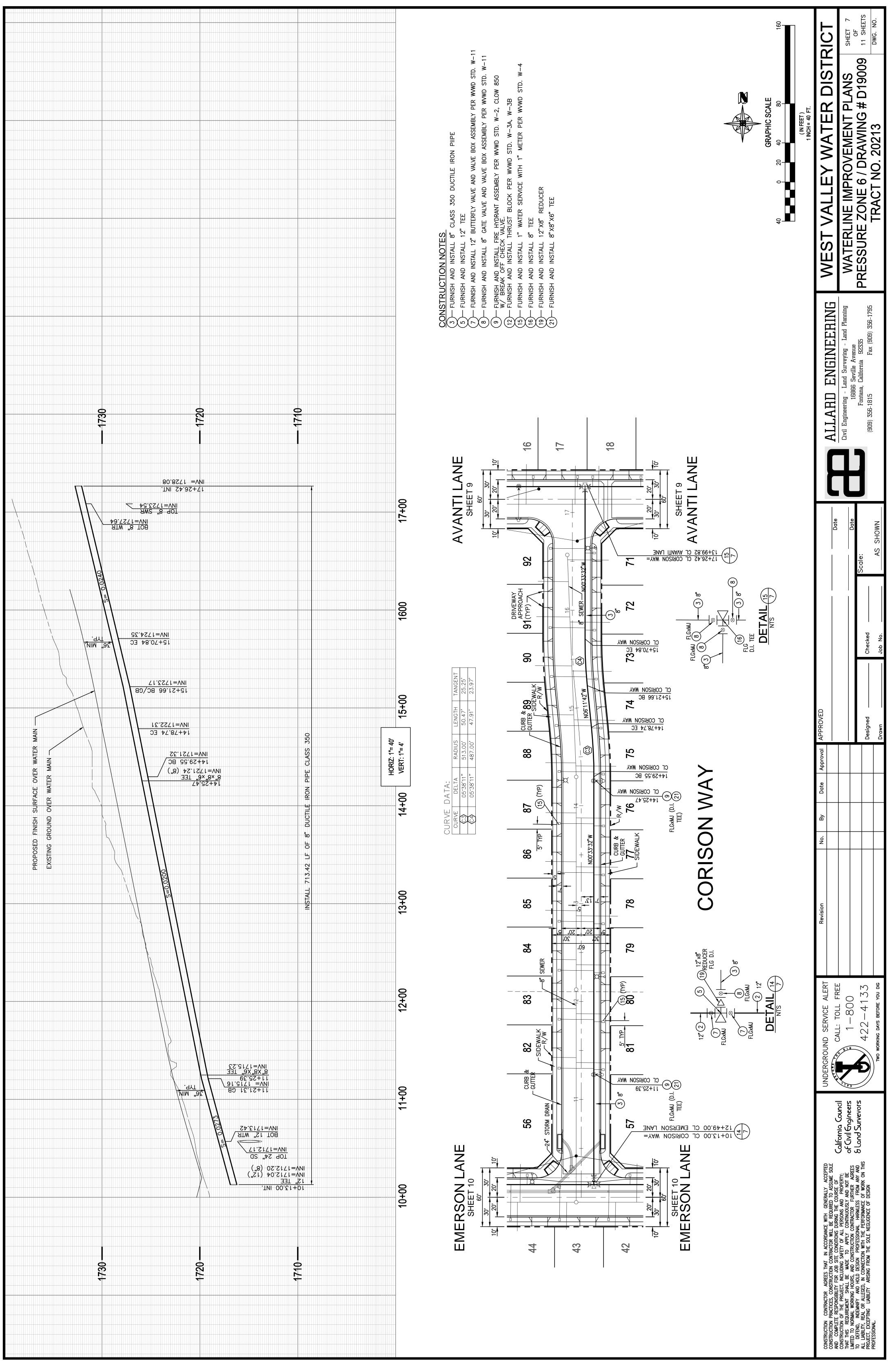
UNDERGROUND SERVICE ALERT

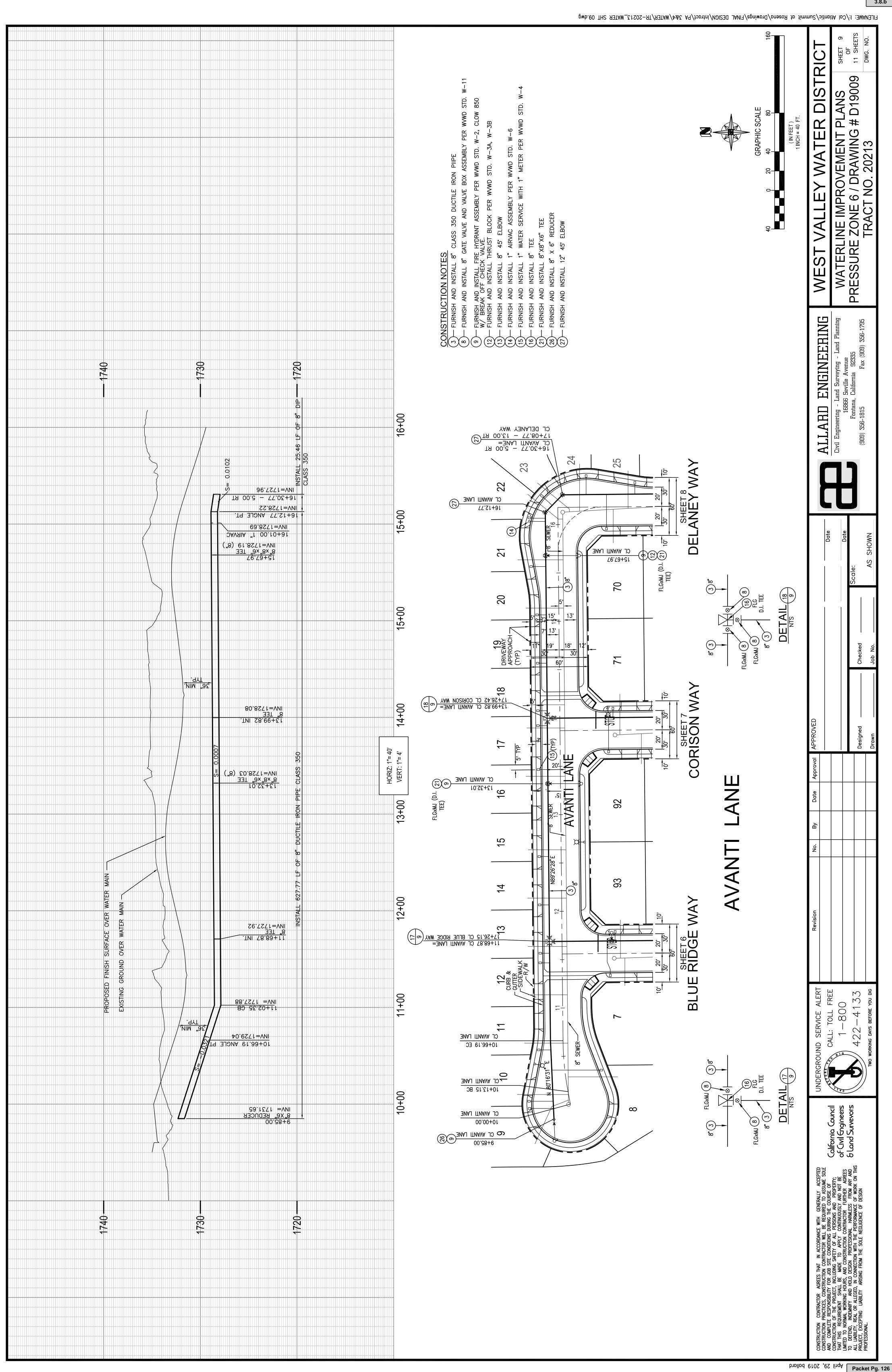
CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND PROJECT, EXCEPTING LABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

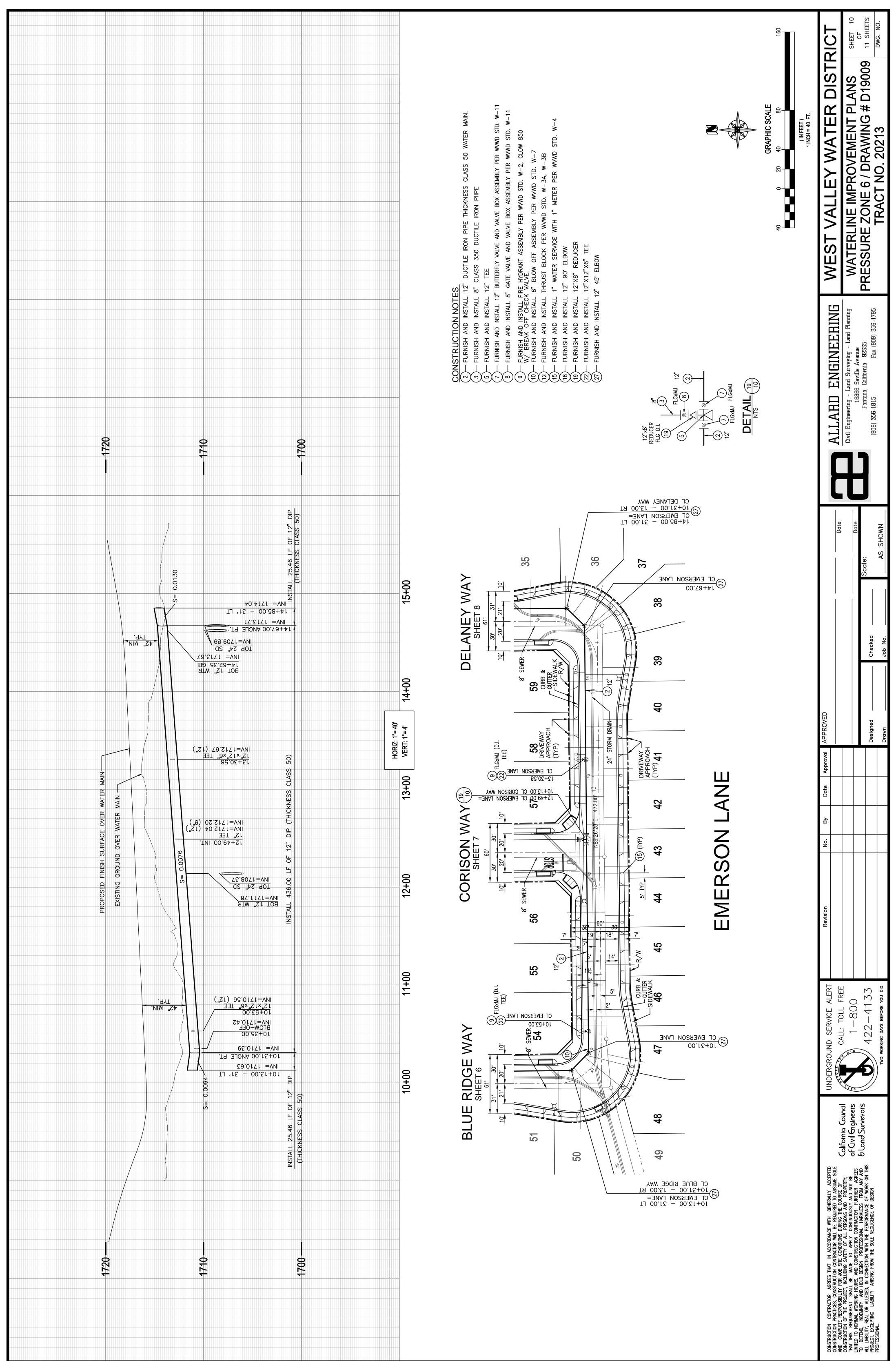
California Gouncil of Civil Engineers 8 Land Surveyors











SHEET 11 OF 11 SHEETS

WATERLINE IMPROVEMENT PLANS PRESSURE ZONE 6 / DRAWING # D19009 TRACT NO. 20213

ALLARD ENGINEERING
Civil Engineering - Land Surveying - Land Planning

Date

ril Engineering - Land Surveying - Land Planning 16866 Seville Avenue Fontana, California 92335 (909) 356-1815 Fax (909) 356-1795

DWG.

CROSSING UTILITIES

The District will locate their facilities based on the information they have. It is th responsibility of the Contractor performing work to pothole and verify the information provided. The District is not liable for locates. The locates are provided as a service and should be used as a reference by the contractor as to where to begin potholing for the existing pipeline.

Potholing of the District's facilities is required prior to construction within the right-of-way or easement. In the event that the District facilities share a public right-of-way or easement potholing is required for all work within 20 feet of the located District pipeline.

All utilities crossing the District facilities shall do so at right angles. The centerline of the crossing utility shall be perpendicular to the centerline of the District pipeline.

When the crossing utility must go UNDER the District facility, the utility must protect the District's facilities. Such installation shall provide a minimum of 18" of vertical clearance between the outside of the District pipeline and the outside of the crossing utility. Reduced separation maybe considered on a case by case basis. The District will NOT approve a design calling for less than 4 inches of separation (outside to outside). The District retains the right to prohibit the installation of adjacent facilities in any and all cases regardless the information provided by the utility.

When the crossing utility crosses OVER the District facility, the utility must maintain 12 inches of vertical separation between the outside of the District pipeline and the outside of the crossing utility. The construction shall be in such a manner that it does not result in a point load on the District pipeline or a void above the pipeline.

All crossing utilities must be potholed at the point of crossing. The potholing shall be done prior to any other construction to verify the actual elevation of the District facilities. In the event that the location of the District facilities differs from the design, the plans shall be revised to reflect field conditions prior to construction. Review and approval of the revised plans by the District is required.

All potholing within 2 feet of the existing pipe must be done by hand.

Parallel utilities where District facilities are located in public easements or right: of-way shall maintain 10 feet of horizontal separation. The separation is measure from the outside of the pipeline to the outside of the other utility. This separation requirement is especially important at manholes. utted within District right-of-way PARALLEL UTILITIES

Additional parallel separation maybe required where the adjacent utility is to be constructed below the District's facility. The additional separation shall be such that the proposed utility can be installed with no impact to the District facilities. Generally the District would not allow construction that impacts the trench line of their pipeline. The District shall determine adequate separation based on the situation proposed.

SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT

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OF DISTRICT PIPELINF

STANDARD PLAN NO.

POTHOLING

WATER DISTRICT

VALLEY MUNICIPAL

SAN GABRIEL

3. 20 feet either side of the pipeline centerline shall be kept clear of landscaping with penetrates more than 1 feet below the surface. This clear zone may not be encroached on by the drip edge of all mature landscaping adjacent to the 40 feet clear area.

4. The landscaping/hardscape plan shall be submitted to the District for approval prior to construction. The plan shall be modified to the satisfaction of the District. The plan shall show the mature drip edge of all vegetation with a mature her of more than 5 feet.

No structures shall be located within the District right-of-way or eas

STRUCTURES

The District retains all rights associated with their right-of-way or easement. Any use granted to others shall be contingent upon maintaining the District's full and continuous use may be granted on a temporary basis and if granted, requires a written plan for District access and use during activities. The written plan must be reviewed and approve by the District. The District may require modifications to the plan which increases time and/or cost of construction for the requesting party. As an alternative to modifying the plan as requested by the District, the requesting party may elect to construct their facilities without impact to or use of the District right-of-way or easement.

anent changes to the existing grade within the District righes prior written approval by the District.

CUTS AND FILLS

Any approved cuts shall not compromise the pipe by reducing the structural capacity of the pipe and soil system to less than H-20 loading. Additional cut maybe allowed on a case by case basis. In such cases the pipe shall be reinforced, or relocat as to provide H-20 loading capacity.

Any work within, access cross, or use of in any way of the District right-of-way or easement requires prior written approval.

The intent of this section is to protect the existing pipeline and related structure and preserve the current operating process without detriment to the District or its finances. Use of the District's right-of-way or easement by others is considered in the spirit of cooperation but without adverse impacts to the District.

WORK WITHIN RIGHT-OF-WAY OR EASEMENT

GENERAL

SECTION XI

Drainage through and across the District right-of-way or easement shall not be changed from historical patterns. The use of District right-of-way or easement for retention or detention ponds is strictly prohibited. LANDSCAPING DRAINAGE

1. ALL LANDSCAPE AND HARDSCAPE ALLOWED BY THE DISTRIT IS TO BE CONSTRUCTED AND MAINTAINED BY THE ADJACENT PROPERTY OWNER. In the event that the District must maintain the pipeline or any related facilities, restoration of the landscaping and or hardscape is the responsibility of the adjacent property owner.

No trees that reach a m within the right-of-way or easement.

Potholing of the District's facilities is required prior to ight-of-way or easement.

LIVE LOADING

No construction equipment shall be allowed within the right-of-way or easemen such equipment has been demonstrated to produce loads less than H-20 loading. In the event that heavier equipment is needed the user shall furnish adequate protection of the pipe. Such protection shall prevent the pipe from being loaded more than it's design capacity with a factor of safety of 2. This shall be demonstrated with appropriate calculations.

All capacity verifications mentioned above shall be demonstrated by calculation red and stamped by a qualified licensed engineer and submitted to the District for

Structures outside of the District right-of-way or easements shall be const without impacts within the right-of-way or easement. This includes temporary excavation, soil stabilization, and temporary or permanent soil nails or rock bolts.

Landscaping within the District right-of-way or easement is allowed for the benefit of the adjacent property owners. The following are requirements for landscaping within District right-of-way or easement;

Any approved fills shall not load the pipe in excess of the pipe design capacity with a factor of safety of 2 plus consideration of H-20 live loading (design capacity x 2 H20). In addition, fill shall not be added beyond what can be excavated using an OSHA approved trench configuration without shoring (that is open trench with laid back side slopes). Adequate storage for spoils is also required within the right-of-way or easement Additional fill may be allowed on a case by case basis. In such cases the pipe may need

All capacity verifications mentioned above shall be der prepared and stamped by a qualified licensed engineer and subreview.

POTHOLING

than 15 feet will be allo

UNDERGROUND SERVICE ALERT CALL: TOLL FREE 4133 1 - 800422-California Council of Civil Engineers 8 Land Surveyors

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

WORKING DAYS BEFORE YOU DIG

AS SHOWN Checked APPROVED Designed Approval Date Ð, Š.

SGVMWD DETAILS **WEST VALLEY WATER DISTRIC**

Packet Pg. 128

Exhibit C

Approved

J.G. 4/24/19

Gabbion Ranch Tract 20213 - LENNAR HOMES WEST VALLEY WATER DISTRICT Improvement Bond Calculation

23-Apr-19

Prepared in the office of ALLARD ENGINEERING 16866 Seville Avenue Fontana, CA. 92335 Phone: 909-356-1815

ITEM	Quantity	Unit	Price	TOTAL
MOBILIZATION	1	LS	\$10,000	\$10,000
HOT -TAP CONNECT TO EXISTING 24" WATER MAIN AND 12" MAIN	2	EA	\$5,000	
FURNISH & INSTALL 12" DUCILE IRON PIPE,	3511	LF	\$90	
FURNISH & INSTALL 8" DUCILE IRON PIPE	2484	LF	\$50	
FURNISH & INSTALL 12" BUTTER FLY VALVE	11	EA	\$2,000	
FURNISH & INSTALL 8" GATE VALVE	10	EA	\$2,000	
FURNISH & INSTALL FIRE HYDRANT ASSEMLY	18	EA	\$5,000	\$90,000
FURNISH & INSTALL 6" BLOW OFF ASSEMBLY	2	EA	\$1,500	\$3,000
FURNISH & INSTALL THRUST BLOCK	21	EA	\$500	\$10,500
FURNISH & INSTALL 1" AIRVAC	2	EA	\$1,500	\$3,000
FURNISH & INSTALL 1" WATER SERVICE	133	EA	\$1,400	\$186,200
FURNISH & INSTALL 2" WATER SERVICE W/Backflow WITH 1 1/2" METER	1	EA	\$4,000	\$4,000
FURNISH & INSTALL 2" WATER SERVICE W/Backflow	1	EA	\$300	\$300
1" IRRIGATION SERVICE WITH 1" METER AND BACKFLOW	1	EA	\$2,000	\$2,000
FURNISH & INSTALL WATER QUALITY SAMPLE STATION	1	EA	\$500	\$500
FURNISH & INSTALL 8" FIRE SERVICE W/6" DDC	1	EA	\$4,000	\$4,000
			.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	4 .,000
				\$805,690
Contingency (20%)	20%			\$161,138
TOTAL			+ 12 -	\$966,828
BOND AMOUNT				\$975,000

Exhibit D

President, Board of Directors

Dr. Clifford O. Young, Sr.

Vice President, Board of Directors

Dr. Michael Taylor

Kyle Crowther

Director

Director

Greg Young

Donald Olinger

ADMINISTRA'

3.8.b

Naisha Davis

Chief Financial Officer

Clarence C. Mansell, Jr. Interim General Manager Ricardo Pacheco Assistant General Manager Deborah L. Martinez Human Resources and Risk Manager



ESTABLISHED AS A PUBLIC AGENCY IN 1952

WEST VALLEY WATER DISTRICT'S MISSION IS TO PROVIDE A RELIABLE, SAFE-DRINKING WATER SUPPLY TO MEET OUR CUSTOMERS' PRESENT AND FUTURE NEEDS AT A REASONABLE COST AND TO PROMOTE WATER-USE EFFICIENCY AND CONSERVATION.

Director Crystal L. Escalera **Board Secretary** Patricia Romero Assistant to the Board Secretary

2018 HOLIDAY LIST

CHRISTMAS EVE MONDAY, DECEMBER 24 TUESDAY, DECEMBER 25 **CHRISTMAS** MONDAY, DECEMBER 31 **NEW YEAR'S EVE**

2019 HOLIDAY LIST

TUESDAY, JANUARY 1 **NEW YEAR'S DAY** MONDAY, JANUARY 21 MARTIN LUTHER KING, JR. MONDAY, FEBRUARY 18 PRESIDENT'S DAY MONDAY, MAY 27 **MEMORIAL DAY** THURSDAY, JULY 4 INDEPENDENCE DAY MONDAY, SEPTEMBER 2 LABOR DAY **VETERANS DAY (OBSERVED)** MONDAY, NOVEMBER 11 THANKSGIVING THURSDAY, NOVEMBER 28 FRIDAY, NOVEMBER 29 DAY AFTER THANKSGIVING TUESDAY, DECEMBER 24 CHRISTMAS EVE WEDNESDAY, DECEMBER 25 **CHRISTMAS** TUESDAY, DECEMBER 31 **NEW YEAR'S EVE**

2020 HOLIDAY LIST

WEDNESDAY, JANUARY 1 **NEW YEAR'S DAY** MONDAY, JANUARY 20 MARTIN LUTHER KING, JR.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into this 16th day of May, 2019 ("Effective Date") by and between WEST VALLEY WATER DISTRICT, a public agency of the State of California ("District"), acting by and through its Board of Directors, and Logan R. Olds ("Mr. Olds"). The District and Mr. Olds may be collectively referred to as the "Parties" and individually as a "Party."

RECITALS

- A. District is a county water district organized and operating pursuant to law found in *Water Code Sections 30000, et seq.*
- B. District desires to engage the services of Mr. Olds as an Assistant General Manager of the District ("Assistant General Manager") and Mr. Olds desires to perform the services of the Assistant General Manager.
- C. Mr. Olds represents and warrants that he has the skill and ability to serve as Assistant General Manager and wishes to accept such employment.
- D. The Parties now desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Mr. Olds shall render certain services to District as Assistant General Manager.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

- 1. This Agreement has no specific term because Mr. Olds is an "AT WILL" employee which means that Mr. Olds works at the will of the District and can be terminated at any time for any reason or no reason at all per the terms set forth in this Agreement.
- 2. (a) The District hereby employs Mr. Olds beginning May 20, 2019, subject to a six (6) month probationary period from the date of hire, and Mr. Olds hereby accepts employment by the District, to serve as its Assistant General Manager. It is expressly understood that Mr. Olds, in his capacity as Assistant General Manager, is a contracted "AT WILL" employee serving at the pleasure of the Board of Directors of the District ("Board"), subject to the provisions set forth herein. Mr. Olds agrees to observe and comply with the rules and regulations of the District as adopted by the Board respecting performance of his duties and to carry out and perform orders, directives and policies of the District as they may be, from time to time, stated to him either orally or in writing by a majority of the Board.
- (b) Mr. Olds shall be an Assistant General Manager, (AGM) of the District and shall report to the General Manager and perform such duties and services as shall be necessary and advisable to manage and conduct the business of the District, subject at all times to all applicable law(s) and Board decisions, as well as the consent, approval and direction of the Board.

- (c) Mr. Olds will devote his full time and attention to the performance of his duties and to District business affairs. Mr. Olds shall report to the General Manager and District's offices for work under one of the District's approved work schedules and at such other times as may be necessary to discharge his duties, except when away on District business, or as otherwise excused such as vacations and holidays. Notwithstanding the foregoing, Mr. Olds agrees that he will report to work when necessary to District's operations, regardless of regularly scheduled hours to the extent such attendance is reasonably possible.
- (d) Mr. Olds may devote a reasonable amount of time to professional water district and community related activities, so long as the time devoted to these other activities does not interfere with the performance of his duties to the District. Participation at those professional and other organizational activities will be subject to review and approval by the General Manager.
- (e) This Agreement shall in no way be interpreted as prohibiting Mr. Olds from making passive personal investments and/or attending to such other personal business affairs, provided that such personal investments and/or private business affairs in no way interferes and/or conflicts with his duties and responsibilities as Assistant General Manager and/or the needs and best interests of the District.
- 3. (a) District shall compensate Mr. Olds for the services performed pursuant to this Agreement in the annual sum of Two Hundred Ten Thousand Dollars (\$210,000.00), payable in installments at the same time as other employees of the District are paid. District shall have the right to deduct or withhold from compensation due Mr. Olds hereunder any and all sums required for federal income and social security taxes, if any, and all state or local taxes now applicable or that may be enacted and become applicable in the future. Mr. Olds will receive all benefits contained in Exhibit "1" titled "West Valley Water District Summary of Benefits. After successfully completing the six months' probationary period, Mr. Olds shall receive a 5% increase in base annual salary.
- (b) On or about the 20th of May of each year, commencing May, 2020, the General Manager and Board shall evaluate the performance of Mr. Olds and other relevant factors and shall consider making adjustments in the annual salary of Mr. Olds, as the General Manager and Board may deem appropriate, in their sole and absolute discretion, in accordance with such evaluation. The General Manager shall meet and confer with Mr. Olds in regard to such evaluation and the conclusions to be reached therefrom. Mr. Olds will be eligible for COLA increases as an employee of the District and for merit increases of 2.5% or greater as determined from time to time. However, it is understood that the District makes no commitment to increase or decrease Mr. Olds' salary at any particular time on any regular basis.
- (c) As an exempt managerial employee, under no circumstances will Mr. Olds be entitled to any overtime pay, regardless of the number of hours he may work in any work week.
- (d) District will provide Mr. Olds with a District cellular telephone, laptop computer, iPad and such other technical equipment ("Technical Equipment") as may be necessary for the performance of his duties, at District cost and expense. The District has provided Mr. Olds with Technical Equipment as part of his employment as the Assistant General Manager. It is understood that the District is not providing Mr. Olds with new Technical Equipment on the

execution of this Agreement. However, in the course of Mr. Olds' employment, District shall refresh and replace said Technical Equipment periodically in accordance with District policy. In addition, District shall budget and pay Mr. Olds' professional dues and subscriptions necessary for continued full participation in approved national, regional, state and local associations and organizations necessary and desirable for continued professional growth and advancement for the good of the District.

- (e) Mr. Olds will be entitled to a District vehicle or vehicle allowance of \$600 per month as determined by the General Manager. All reasonable, documented expenses concerning such District vehicle will be the responsibility of the District, including, but not limited to, the fueling and maintenance thereof. The District, at the District's sole cost and expense, shall provide bodily injury and property damage insurance for such vehicle at the amounts carried for District vehicles.
- (f) Mr. Olds will be entitled to receive the same paid holidays as provided the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES". As of the commencement of employment, Mr. Olds will receive fully vested and usable paid time off as follows: (i) one hundred and twenty (120) hours vacation time; (ii) one hundred and twenty (120) hours administrative leave; and, (iii) ninety-six (96) hours sick leave.
- (g) The District has established a 457 and 401(a) Plan pursuant to the Internal Revenue Code and the regulations promulgated thereunder. Mr. Olds may participate in such 457 and or 401(a) Plans with his own funds, as he may determine from time to time. The District will contribute \$1 for every \$1 that Mr. Olds contributes up to a total of \$10,000 per fiscal year. Mr. Olds may not participate in any other District program or benefit regarding this section.
- (h) Mr. Olds and his dependents (including his spouse) will be entitled to the same life insurance, accidental death and dismemberment insurance and long term disability benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".
- (i) Mr. Olds and his dependents (including his spouse) shall be entitled to the same medical insurance benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".
- (j) Mr. Olds and his dependents (including his spouse) will be entitled to the same vision care and dental insurance benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".
- (k) Mr. Olds will be entitled to the same PERS retirement programs and education assistance programs as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".
- (k.) Mr. Olds will be entitled to the same leaves of absence (e.g., vacation, sick) as provided to the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

- (1) In addition to one hundred twenty hours (120) vacation time, Mr. Olds shall be allowed one hundred twenty hours (120) of paid administrative leave per year. This leave is non-cumulative.
- (m) Mr. Olds will be entitled to the same social security benefits and any other like or kind benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".
- (n) Consistent with Section 705(b) of the District's "PERSONNEL POLICIES AND PRACTICES" a retired employee and dependent spouse (See Article 2, Section 217), or spouse of a deceased employee or retiree, may continue his/her medical, dental and vision insurance at District's expense on the basis of the following: employee is a minimum of fifty-five (55) years of age with a minimum of twenty (20) years of continuous service. If the spouse of a deceased employee or retiree remarries and becomes eligible for health benefits under his/her new spouse's health plan, all District benefits shall be terminated.
- (o) Tuition and Fees Reimbursement. West Valley Water District will reimburse the Assistant General Manager for educational tuition and fees solely for the Assistant General Manager's education. One hundred percent of fees will be eligible for reimbursement each fiscal year, not to exceed \$5,000.00. The Assistant General Manager shall successfully complete the course(s) with a "C" or equivalent passing grade. Failure to successfully complete the course(s) will result in no reimbursement. Items subject to reimbursement shall include fees actually paid by the employee such as registration fees, tuition (educational fees), books, parking and laboratory fees. Proof of payment will be required in order to reimburse the Assistant General Manager for these items.
- 4. (a) Mr. Olds serves at the will and pleasure of the Board. District may terminate this Agreement, in whole or in part, upon a vote of at least three (3) of the five (5) members of the Board (i) with cause or (ii) without cause. Notwithstanding the foregoing, this Agreement shall terminate on the death, retirement or permanent disability of Mr. Olds.
- (b) In the event the District terminates Mr. Olds employment without cause, and if Mr. Olds executes a full release of all claims against the District including, but not limited to a Civil Code section 1542 release, then and only then Mr. Olds shall be entitled to a severance pay equal to only three (3) months of his yearly salary at the rate in effect at the time of termination. No benefits are included in any severance calculation. The severance pay benefit shall increase to six months after the six months' probationary period is successfully completed.
- (c) In exchange for the severance pay set forth in subsection (b) above, Mr. Olds hereby expressly waives any right he may have under any applicable law, District policy or otherwise to challenge or appeal his termination.
- (d) In the event Mr. Olds' employment is terminated by the District for cause, he will not be entitled to severance pay. The term "cause" shall mean any of the following as determined by the Board: (i) willful damage to District property; (ii) a material breach by Mr. Olds of the terms of his employment; (iii) willful violation of conflict of interest; (iv) acts of dishonesty,

- (v) intentional insubordination, (vi) misappropriation, embezzlement, intentional fraud, (vii) violations contained within the Human Resources Policies Manual, and any similar misconduct by Mr. Olds. Upon termination for cause, Mr. Olds shall be entitled to receive all compensation earned but unpaid, for actual work performed as of the date of termination for cause and for accrued vacation time plus all compensation required under the law.
- 5. (a) Mr. Olds is an "AT WILL" employee of the District and shall serve at the pleasure of the District and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the District to terminate the services of Mr. Olds for any reason, or no reason at all, with or without cause, at any time, subject only to California law and the provisions set forth in this Agreement.
- (b) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Mr. Olds to resign at any time from his position with the District and Mr. Olds shall provide fourteen (14) calendar days' notice prior to resignation.
- (c) In the event the District terminates Mr. Olds' employment pursuant to this Agreement, and if Mr. Olds is not otherwise in breach of the terms of this Agreement, and if Mr. Olds executes a written waiver of any and all claims Mr. Olds may have against the District, including but not limited to a Civil Code Section 1542 waiver, then the District shall pay a severance equal to a lump sum payment equal to three or six months' base salary as indicated in paragraph 4(b). The District shall be relieved of any obligation to pay severance pay if Mr. Olds fails to execute a waiver as described above or if Mr. Olds is terminated for cause as defined in paragraph 4(d) in carrying out the duties obligated under this Agreement or if Mr. Olds is convicted of any illegal act involving moral turpitude or personal gain.
- 6. Mr. Olds may resign at any time with fourteen (14) calendar days' notice to the Board. In the event of resignation, death, illness or incapacity (as discussed in subsection 4(a) above), Mr. Olds shall not be entitled to any severance pay. District shall have the option, in its discretion to terminate Mr. Olds at any time prior to the end of such notice period provided that District pays Mr. Olds all compensation due and owing through the last day actually worked, plus an amount equal to the base salary Mr. Olds would have earned through the remainder of the notice period.
- 7. Mr. Olds will be reimbursed for reasonable and appropriate District related business and/or travel expenses in connection with the performance of his duties under this Agreement and in accordance with the District's general policies on business expenses.
- 8. (a) If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (i) promptly negotiate a substitute for the provision which shall, to the greatest extent legally permissible, effect the intent of the parties in the invalid, illegal or unenforceable provision, and (ii) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with subsection (i) above to give effect to the intent of the Parties without the invalid, illegal or unenforceable provision. To the extent the Parties are unable to negotiate such changes, substitutions or additions as set forth in the preceding sentence, and the intent of the Parties with respect to the essential terms of the Agreement may be carried out without the invalid, illegal or unenforceable provision, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provision did not exist.
- (b) This Agreement may be signed and delivered in any number of counterparts, each of which, when signed and delivered, shall be an original, but all of which shall

together constitute one and the same Agreement.

- (c) This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and any agreement or representation with respect to the same or the obligations of either Party with respect to the same which is not expressly provided in this Agreement or in a written document which is signed by the Party to be charged, shall be null and void.
- (d) This Agreement may not be amended except by a subsequent writing which is signed by the Parties.
- (e) The Recitals set forth herein are incorporated herein and are an operative part of this Agreement.
- (f) This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- (g) If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys' fees.
- (h) No official or employee of the District shall be personally liable to Mr. Olds in the event of any default or breach by District or for any amount which may become due to Mr. Olds or for any breach of the terms of this Agreement.
- (i) No director, officer or employee of the District shall have any financial interest, direct or indirect, in this Agreement nor shall any such director, officer or employee participate in any decision relating to this Agreement which affects his/her financial interest or the financial interest of any corporation, partnership, entity or association in which he/she is directly or indirectly interested, in violation of any state or federal statute or regulation. Mr. Olds warrants that he has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.
- G) Mr. Olds recognizes the relations of trust and confidence that are established by this Agreement, and covenants with the District to furnish his best skill and judgment, and to actively cooperate and assist in: furthering the best interests of the District in all matters pertaining to the services provided herein.
- (k) Each Party represents and warrants to the other Party that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.
- (I) Mr. Olds may not assign this Agreement in whole or in part. Any attempted assignment shall be null and void.
- (m) Mr. Olds acknowledges that (I) he has had the opportunity to consult counsel in regard to this Agreement, (2) he has read and understands this Agreement, (3) he is fully aware of its legal effects, and (4) he has entered into it freely and voluntarily and based on his own judgment and not on any representations of promises other than those contained in this Agreement.

IN **WITNESS** WHEREOF, the Parties have hereunto set their hands on the first day date above written.

"DISTRICT"
WEST VALLEY WATER DISTRICT, A Public Agency of the State of California
By:General Counsel
By: Secretary of the Board
By: General Manager
By:President of the Board
EMPLOYEE:
Logan R. Olds

EXHIBIT "1"

West Valley Water District Summary of Benefits

- 1. Health Insurance Becomes effective the first of the following month afterdate of hire for self and family.
- 2. Dental Insurance Becomes effective the first of the following month after date of hire for self and family. Coverage includes orthodontic benefits after one year of employment.
- 3. Vision Service Plan-Becomes effective the first of the following month after date of hire for self and family.
- 4. Long-Term Disability Plan Becomes effective the first of the following month after sixty (60) days of employment.
- 5. Life Insurance Plan Becomes effective the first of the following month after sixty (60) days of employment. Two (2) times your salary up to \$125,000.
- 6. Employee Assistance Program (EAP) Becomes effective the first of the following month after sixty (60) days of employment.
- 7. \$5,000 Dependent Life benefit.
- 8. Tuition Loan Program Up to \$5,000 annual tuition per fiscal year.
- 9. Sick Leave 96 hours of sick leave per year
- 10. 14 Annual Paid Holidays
- 11. Annual Vacation Allowance: 120 hours for Executive Management
- 12.80 hours of Administrative Leave for Executive Management except for General Manager, Assistant General Manager and Assistant General Manager of Public Affairs Will be provided 120 hours of Administrative Leave.

(District pays the total cost of the above benefits)

- 13. Public Employees' Retirement System (PERS) effective first day of work. Under the Public Employees' Pension Reform Act (PEPRA) of 2013 new members will be provided the 2% at 62 retirement formula with an employee contribution of 6.25% of the annual salary. However, if confirmed as a Classic Employee with PERS, your formula will be 2% at 55 and District will pay both the Employer and Employee portion of this benefit.
- 14. Social Security and Medicare employees contribute their portion of this benefit.

In addition, a 457 retirement plan, supplemental Insurance and credit union services are offered for voluntary participation.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into this 16th day of May, 2019 ("Effective Date") by and between WEST VALLEY WATER DISTRICT, a public agency of the State of California ("District"), acting by and through its Board of Directors, and Jeremiah Brosowske ("Mr. Brosowske"). The District and Mr. Brosowske may be collectively referred to as the "Parties" and individually as a "Party."

RECITALS

- A. District is a county water district organized and operating pursuant to law found in *Water Code Sections 30000*, et seq.
- B. District desires to engage the services of Mr. Brosowske as an Assistant General Manager of the District ("Assistant General Manager") and Mr. Brosowske desires to perform the services of the Assistant General Manager.
- C. Mr. Brosowske represents and warrants that he has the skill and ability to serve as Assistant General Manager and wishes to accept such employment.
- D. The Parties now desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Mr. Brosowske shall render certain services to District as Assistant General Manager.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

- 1. This Agreement has no specific term because Mr. Brosowske is an "AT WILL" employee which means that Mr. Brosowske works at the will of the District and can be terminated at any time for any reason or no reason at all per the terms set forth in this Agreement.
- 2. (a) The District hereby employs Mr. Brosowske beginning May 20, 2019, subject to a six (6) month probationary period from the date of hire, and Mr. Brosowske hereby accepts employment by the District, to serve as its Assistant General Manager. It is expressly understood that Mr. Brosowske, in his capacity as Assistant General Manager, is a contracted "AT WILL" employee serving at the pleasure of the Board of Directors of the District ("Board"), subject to the provisions set forth herein. Mr. Brosowske agrees to observe and comply with the rules and regulations of the District as adopted by the Board respecting performance of his duties and to carry out and perform orders, directives and policies of the District as they may be, from time to time, stated to him either orally or in writing by a majority of the Board.
- (b) Mr. Brosowske shall be an Assistant General Manager, (AGM) of the District and shall report to the General Manager and perform such duties and services as shall be necessary and advisable to manage and conduct the business of the District, subject at all times to all applicable law(s) and Board decisions, as well as the consent, approval and direction of the Board.

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- (c) Mr. Brosowske will devote his full time and attention to the performance of his duties and to District business affairs. Mr. Brosowske shall report to the General Manager and District's offices for work under one of the District's approved work schedules and at such other times as may be necessary to discharge his duties, except when away on District business, or as otherwise excused such as vacations and holidays. Notwithstanding the foregoing, Mr. Brosowske agrees that he will report to work when necessary to District's operations, regardless of regularly scheduled hours to the extent such attendance is reasonably possible.
- (d) Mr. Brosowske may devote a reasonable amount of time to professional water district and community related activities, so long as the time devoted to these other activities does not interfere with the performance of his duties to the District. Participation at those professional and other organizational activities will be subject to review and approval by the General Manager.
- (e) This Agreement shall in no way be interpreted as prohibiting Mr. Brosowske from making passive personal investments and/or attending to such other personal business affairs, provided that such personal investments and/or private business affairs in no way interferes and/or conflicts with his duties and responsibilities as Assistant General Manager and/or the needs and best interests of the District.
- 3. (a) District shall compensate Mr. Brosowske for the services performed pursuant to this Agreement in the annual sum of One Hundred Eighty-Nine Thousand Five Hundred Ninety-Two Dollars (\$189,592.00), payable in installments at the same time as other employees of the District are paid. District shall have the right to deduct or withhold from compensation due Mr. Brosowske hereunder any and all sums required for federal income and social security taxes, if any, and all state or local taxes now applicable or that may be enacted and become applicable in the future. Mr. Brosowske will receive all benefits contained in Exhibit "1" titled "West Valley Water District Summary of Benefits." After successfully completing the six months' probationary period, Mr. Brosowske shall receive a 5% increase in base annual salary.
- (b) On or about the 20th of May of each year, commencing May, 2020, the General Manager and Board shall evaluate the performance of Mr. Brosowske and other relevant factors and shall consider making adjustments in the annual salary of Mr. Brosowske, as the General Manager and Board may deem appropriate, in their sole and absolute discretion, in accordance with such evaluation. The General Manager shall meet and confer with Mr. Brosowske in regard to such evaluation and the conclusions to be reached therefrom. Mr. Brosowske, will be eligible for COLA increases as an employee of the District and for merit increases of 2.5% or greater as determined from time to time. However, it is understood that the District makes no commitment to increase or decrease Mr. Brosowske's salary at any particular time on any regular basis.
- (c) As an exempt managerial employee, under no circumstances will Mr. Brosowske be entitled to any overtime pay, regardless of the number of hours he may work in any work week.
- (d) District will provide Mr. Brosowske with a District cellular telephone, laptop computer, iPad and such other technical equipment ("Technical Equipment") as may be necessary for the performance of his duties, at District cost and expense. The District has provided Mr. Brosowske with Technical Equipment as part of his employment as the Assistant General Manager. It is understood that the District is not providing Mr. Brosowske with new Technical Equipment on the

execution of this Agreement. However, in the course of Mr. Brosowske' employment, District shall refresh and replace said Technical Equipment periodically in accordance with District policy. In addition, District shall budget and pay Mr. Brosowske' professional dues and subscriptions necessary for continued full participation in approved national, regional, state and local associations and organizations necessary and desirable for continued professional growth and advancement for the good of the District.

- (e) Mr. Brosowke will be entitled to a District vehicle or vehicle allowance of \$600 per month as determined by the General Manager. All reasonable, documented expenses concerning such District vehicle will be the responsibility of the District, including, but not limited to, the fueling and maintenance thereof. The District, at the District's sole cost and expense, shall provide bodily injury and property damage insurance for such vehicle at the amounts carried for District vehicles
- (f) Mr. Brosowske will be entitled to receive the same paid holidays as provided the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES". As of the commencement of employment, Mr. Brosowske will receive fully vested and usable paid time off as follows: (i) one hundred and twenty (120) hours of administrative leave; and, (iii) ninety-six hours (96) of sick leave.
- (g) The District has established a 457 and 401(a) Plan pursuant to the Internal Revenue Code and the regulations promulgated thereunder. Mr. Brosowske may participate in such 457 and or 401(a) Plans with his own funds, as he may determine from time to time. The District will contribute \$1 for every \$1 that Mr. Brosowske contributes up to a total of \$5,000 per fiscal year. Mr. Brosowske may not participate in any other District program or benefit regarding this section.
- (h) Mr. Brosowske and his dependents (including his spouse) will be entitled to the same life insurance, accidental death and dismemberment insurance and long term disability benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".
- (i) Mr. Brosowske and his dependents (including his spouse) shall be entitled to the same medical insurance benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".
- (j) Mr. Brosowske and his dependents (including his spouse) will be entitled to the same vision care and dental insurance benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".
- (k) Mr. Brosowske will be entitled to the same PERS retirement programs and education assistance programs as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".
- (k.) Mr. Brosowske will be entitled to the same leaves of absence (e.g., vacation, sick) as provided to the District's regular fulltime employees per the terms and conditions of the current

approved District's "PERSONNEL POLICIES AND PRACTICES".

- (1) In addition to one hundred twenty hours (120) vacation time, Mr. Brosowske shall be allowed one hundred twenty hours (120) of paid administrative leave per year. This leave is non-cumulative.
- (m) Mr. Brosowske will be entitled to the same social security benefits and any other like or kind benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".
- (n) Consistent with Section 705(b) of the District's "PERSONNEL POLICIES AND PRACTICES" a retired employee and dependent spouse (See Article 2, Section 217), or spouse of a deceased employee or retiree, may continue his/her medical, dental and vision insurance at District's expense on the basis of the following: employee is a minimum of fifty-five (55) years of age with a minimum of twenty (20) years of continuous service. If the spouse of a deceased employee or retiree remarries and becomes eligible for health benefits under his/her new spouse's health plan, all District benefits shall be terminated.
- (o) Tuition and Fees Reimbursement. West Valley Water District will reimburse the Assistant General Manager for educational tuition and fees solely for the Assistant General Manager's education. One hundred percent of fees will be eligible for reimbursement each fiscal year, not to exceed \$5,000.00. The Assistant General Manager shall successfully complete the course(s) with a "C" or equivalent passing grade. Failure to successfully complete the course(s) will result in no reimbursement. Items subject to reimbursement shall include fees actually paid by the employee such as registration fees, tuition (educational fees), books, parking and laboratory fees. Proof of payment will be required in order to reimburse the Assistant General Manager for these items.
- 4. (a) Mr. Brosowske serves at the will and pleasure of the Board. District may terminate this Agreement, in whole or in part, upon a vote of at least three (3) of the five (5) members of the Board (i) with cause or (ii) without cause. Notwithstanding the foregoing, this Agreement shall terminate on the death, retirement or permanent disability of Mr. Brosowske.
- (b) In the event the District terminates Mr. Brosowske employment without cause, and if Mr. Brosowske executes a full release of all claims against the District including, but not limited to a Civil Code section 1542 release, then and only then Mr. Brosowske shall be entitled to a severance pay equal to only three (3) months of his yearly salary at the rate in effect at the time of termination. No benefits are included in any severance calculation. The severance pay benefit shall increase to six months after the six months' probationary period is successfully completed.
- (c) In exchange for the severance pay set forth in subsection (b) above, Mr. Brosowske hereby expressly waives any right he may have under any applicable law, District policy or otherwise to challenge or appeal his termination.
- (d) In the event Mr. Brosowske' employment is terminated by the District for cause, he will not be entitled to severance pay. The term "cause" shall mean any of the following as determined by the Board: (i) willful damage to District property; (ii) a material breach by Mr. Brosowske of the terms of his employment; (iii) willful violation of conflict of interest; (iv) acts of dishonesty, (v) intentional insubordination, (vi) misappropriation, embezzlement, intentional fraud, (vii) violations contained within the Human Resources Policies Manual, and any similar

misconduct by Mr. Brosowske. Upon termination for cause, Mr. Brosowske shall be entitled to receive all compensation earned but unpaid, for actual work performed as of the date of termination for cause and for accrued vacation time plus all compensation required under the law.

- 5. (a) Mr. Brosowske is an "AT WILL" employee of the District and shall serve at the pleasure of the District and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the District to terminate the services of Mr. Brosowske for any reason, or no reason at all, with or without cause, at any time, subject only to California law and the provisions set forth in this Agreement.
- (b) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Mr. Brosowske to resign at any time from his position with the District and Mr. Brosowske shall provide fourteen (14) calendar days' notice prior to resignation.
- (c) In the event the District terminates Mr. Brosowske' employment pursuant to this Agreement, and if Mr. Brosowske is not otherwise in breach of the terms of this Agreement, and if Mr. Brosowske executes a written waiver of any and all claims Mr. Brosowske may have against the District, including but not limited to a Civil Code Section 1542 waiver, then the District shall pay a severance equal to a lump sum payment equal to three or six months' base salary as indicated in paragraph 4(b). The District shall be relieved of any obligation to pay severance pay if Mr. Brosowske fails to execute a waiver as described above or if Mr. Brosowske is terminated for cause as defined in paragraph 4(d) in carrying out the duties obligated under this Agreement or if Mr. Brosowske is convicted of any illegal act involving moral turpitude or personal gain.
- 6. Mr. Brosowske may resign at any time with fourteen (14) calendar days' notice to the Board. In the event of resignation, death, illness or incapacity (as discussed in subsection 4(a) above), Mr. Brosowske shall not be entitled to any severance pay. District shall have the option, in its discretion to terminate Mr. Brosowske at any time prior to the end of such notice period provided that District pays Mr. Brosowske all compensation due and owing through the last day actually worked, plus an amount equal to the base salary Mr. Brosowske would have earned through the remainder of the notice period.
- 7. Mr. Brosowske will be reimbursed for reasonable and appropriate District related business and/or travel expenses in connection with the performance of his duties under this Agreement and in accordance with the District's general policies on business expenses.
- 8. (a) If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (i) promptly negotiate a substitute for the provision which shall, to the greatest extent legally permissible, effect the intent of the parties in the invalid, illegal or unenforceable provision, and (ii) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with subsection (i) above to give effect to the intent of the Parties without the invalid, illegal or unenforceable provision. To the extent the Parties are unable to negotiate such changes, substitutions or additions as set forth in the preceding sentence, and the intent of the Parties with respect to the essential terms of the Agreement may be carried out without the invalid, illegal or unenforceable provision, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provision did not exist.
- (b) This Agreement may be signed and delivered in any number of counterparts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

- (c) This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and any agreement or representation with respect to the same or the obligations of either Party with respect to the same which is not expressly provided in this Agreement or in a written document which is signed by the Party to be charged, shall be null and void.
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- (e) The Recitals set forth herein are incorporated herein and are an operative part of this Agreement.
- (f) This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- (g) If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys' fees.
- (h) No official or employee of the District shall be personally liable to Mr. Brosowske in the event of any default or breach by District or for any amount which may become due to Mr. Brosowske or for any breach of the terms of this Agreement.
- (i) No director, officer or employee of the District shall have any financial interest, direct or indirect, in this Agreement nor shall any such director, officer or employee participate in any decision relating to this Agreement which affects his/her financial interest or the financial interest of any corporation, partnership, entity or association in which he/she is directly or indirectly interested, in violation of any state or federal statute or regulation. Mr. Brosowske warrants that he has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.
- G) Mr. Brosowske recognizes the relations of trust and confidence that are established by this Agreement, and covenants with the District to furnish his best skill and judgment, and to actively cooperate and assist in: furthering the best interests of the District in all matters pertaining to the services provided herein.
- (k) Each Party represents and warrants to the other Party that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.
- (I) Mr. Brosowske may not assign this Agreement in whole or in part. Any attempted assignment shall be null and void.
- (m) Mr. Brosowske acknowledges that (I) he has had the opportunity to consult counsel in regard to this Agreement, (2) he has read and understands this Agreement, (3) he is fully aware of its legal effects, and (4) he has entered into it freely and voluntarily and based on his own judgment and not on any representations of promises other than those contained in this Agreement.

IN **WITNESS** WHEREOF, the Parties have hereunto set their hands on the first day date above written.

"DISTRICT"
WEST VALLEY WATER DISTRICT, A Public Agency of the State of California
By:General Counsel
By:Secretary of the Board
By:General Manager
By:President of the Board
EMPLOYEE:
Jeremiah Brosowske

EXHIBIT "1"

West Valley Water District Summary of Benefits

- 1. Health Insurance Becomes effective the first of the following month afterdate of hire for self and family.
- 2. Dental Insurance Becomes effective the first of the following month after date of hire for self and family. Coverage includes orthodontic benefits after one year of employment.
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- 8. Tuition Loan Program Up to \$5,000 annual tuition per fiscal year.
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- 11. Annual Vacation Allowance: 120 hours for Executive Management
- 12.80 hours of Administrative Leave for Executive Management except for General Manager, Assistant General Manager and Assistant General Manager of Public Affairs Will be provided 120 hours of Administrative Leave.

(District pays the total cost of the above benefits)

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In addition, a 457 retirement plan, supplemental Insurance and credit union services are offered for voluntary participation.



BOARD OF DIRECTORS STAFF REPORT

DATE: May 16, 2019

TO: Board of Directors

FROM: Clarence Mansell Jr., General Manager

SUBJECT: AMENDMENT TO ARTICLE 306 - AUTHORITY TO EMPLOY,

DISCHARGE, DISCIPLINE, PROMOTE OR ADVANCE

BACKGROUND:

Article 306 - Authority to Employ, Discharge, Discipline, Promote, or Advance of the West Valley Water District's ("District") Human Resources Policies and Practices Manual authorizes the General Manager to make recommendations to the Board of Directors to employ, advance, transfer, discipline and/or discharge all employees subject to policies of the District. In the absence of the General Manager, the Assistant General Manager shall have the authority to act on behalf of the General Manager in these matters with the exception of personnel decisions regarding Executive Staff. Executive Staff shall be subject to the approval of the Board of Directors.

DISCUSSION:

Article 306 – Authority to Employ, Discharge, Discipline, Promote or Advance requires an amendment attached as **Exhibit A**. The Article will allow the General Manager full authority to employ, discharge, discipline, promote or advance all employees subject to policies of the District with the exception of Executive Staff which requires Board of Directors approval. Article 301 prior to 2018 had been in effect since November 2013 until it was revised in 2018. Amending this policy would revert what was initially in effect at the District allowing the General Manager to respond and authorize employee related decisions for efficient operations of the District.

FISCAL IMPACT:

There is no fiscal impact for this item.

STAFF RECOMMENDATION:

To approve amendment to Article 306 – Authority to Employ, Discharge, Discipline, Promote or Advance.

Clarence C. Mansellf.

Clarence Mansell Jr, General Manager

CM:dm

ATTACHMENT(S):

1. Exhibit A - Proposed Article 306

EXHIBIT A

301. AUTHORITY TO EMPLOY, DISCHARGE, DISCIPLINE, PROMOTE OR ADVANCE

The General Manager shall have full power and authority to employ, promote, advance, transfer, discipline and/or discharge all employees subject to policies of the District. In the absence of the General Manager, the Assistant General Manager shall have the authority to act on behalf of the General Manager. Personnel decisions regarding Administrative Staff shall be subject to the approval of the Board of Directors.

Revised 11/21/2013

306. AUTHORITIY TO EMPLOY, DISCHARGE, DISIPLINE, PROMOTE OR ADVANCE

The General Manger shall make recommendations to the Board of Directors to employ, promote, advance, transfer, discipline and/or discharge all employees subject to policies of the District. In the absence of the General Manager, the Assistant General Manager shall have authority to act on behalf of the General Manager. Personnel decisions regarding Executive Staff shall be subject to the approval of the Board of Directors.

Revised April 19, 2018

306. AUTHORITIY TO EMPLOY, DISCHARGE, DISIPLINE, PROMOTE OR ADVANCE

The General Manager shall have full power and authority to employ, promote, advance, transfer, discipline and/or discharge all employees subject to policies of the District. In the absence of the General Manager, the Assistant General Manager shall have the authority to act on behalf of the General Manager. Personnel decisions regarding Executive Staff shall be subject to the approval of the Board of Directors.

Proposed Revision May 16, 2019