



WEST VALLEY WATER DISTRICT
855 W. BASE LINE ROAD, RIALTO, CA 92376
PH: (909) 875-1804
WWW.WVWD.ORG

REGULAR BOARD MEETING
AGENDA

Thursday, August 6, 2026, 6:00 PM

BOARD OF DIRECTORS

Kelvin Moore, President
Angela Garcia, Vice President
Estevan Bennett, Director
Daniel Jenkins, Director
Gregory Young, Director

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

Members of the public may attend the meeting in person at 855 W. Base Line Road, Rialto, CA 92376, or you may join the meeting using Zoom by clicking this link: <https://us02web.zoom.us/j/8402937790>. Public comment may be submitted via Zoom, by telephone by calling the following number and access code: Dial: (888) 475-4499, Access Code: 840-293-7790, or via email to administration@wvwd.org.

If you require additional assistance, please contact administration@wvwd.org.

CALL TO ORDER

ROLL CALL OF BOARD MEMBERS

APPROVAL OF ANY BOARD MEMBERS REQUESTS FOR REMOTE PARTICIPATION

PLEDGE OF ALLEGIANCE

OPENING PRAYER

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 Board Secretary, if you are attending in person. For anyone joining on Zoom, please wait for the Board President's instruction to indicate that you would like to speak. 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. Also, please remember that no disruptions from the crowd will be tolerated. If someone disrupts the meeting, they will be removed.

PRESENTATIONS

1. High School Summer Internship Presentation
2. Hydro Van Presentation

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9
One potential case

CONSENT CALENDAR

1. Approval of Minutes for the June 20, 2026 Special Board of Directors Meeting/Workshop; July 2, 2026 Regular Board of Directors Meeting; July 16, 2026 Regular Board of Directors Meeting; and July 22, 2026 Special Board of Directors Meeting/Workshop PG. 5
2. Adopt Resolution No. 2026-12, A Resolution of the Board of Directors of the West Valley Water District Adding Delinquent Non-Paid Charges to Annual Taxes Levied Upon the Property for Which the Charges are Delinquent and Unpaid PG. 17
3. Adopt Resolution No. 2026-13, A Resolution of the Board of Directors of the West Valley Water District Adopting the Annual Investment Policy Amending Resolutions No. 2025-10 PG. 33

4. Purchase Order Report - June 2026 PG. 53
5. Treasurer's Report - May 2026 PG. 59
6. Monthly Cash Disbursements Report - June 2026 PG. 77
7. Revenue and Expenditures Report - June 2026 PG. 99
8. Water System Infrastructure Installation and Conveyance Agreement with North Fontana Investment Company, LLC for Tract 20646 The Resort at the Arboretum (Cypress Avenue) PG. 105
9. Water System Infrastructure Installation and Conveyance Agreement with North Fontana Investment Company, LLC for Tract 20646 The Resort at the Arboretum (Duncan Canyon Road) PG. 133
10. Water System Infrastructure Installation and Conveyance Agreement with North Fontana Investment Company, LLC for Tract 20646 The Resort at the Arboretum (Grapeland Street) PG. 159
11. Water System Infrastructure Installation and Conveyance Agreement with North Fontana Investment Company, LLC for Tract 20646 The Resort at the Arboretum (Terra Vista Drive) PG. 185

BUSINESS MATTERS

Consideration Of:

1. Adopt Resolution No. 2026-14, A Resolution of the Board of Directors of the West Valley Water District Adopting the Revised Board Policies and Procedures Manual PG. 209
2. Implementation of Compensation Adjustments for the Operations Reorganization PG. 313

REPORTS - LIMITED TO 5 MINUTES MAXIMUM

1. Board Committee Reports
2. Board Members
3. General Manager
4. Assistant General Manager
5. Chief Financial Officer
6. Legal Counsel
7. Board Secretary

UPCOMING MEETINGS

August 10, 2026 - Regular Finance Committee Meeting at 5:00 p.m.

August 12, 2026 - Regular Human Resources Committee Meeting at 6:00 p.m.

August 13, 2026 - Regular Policy Review & Oversight Committee Meeting at 5:00 p.m.

August 20, 2026 - Regular Board of Directors Meeting at 6:00 p.m.

UPCOMING COMMUNITY EVENTS

August 8, 2026 - 9th Anniversary Fontana Walks at 7:00 p.m.
August 13, 2026 - Fontana Chamber Monthly Membership Luncheon at 11:00 a.m.
August 14, 2026 - Bloomington Phase 3B Groundbreaking w/ Congresswoman Norma Torres at 9:00 a.m.
August 17, 2026 - ASBCSD General Membership Dinner at 5:30 a.m.
August 20, 2026 - Supervisor Armendarez Open House at 5:00 p.m.
August 24, 2026 - Oliver P. Roemer Water Filtration Facility Ribbon Cutting at 10:30 a.m.
August 26, 2026 - Concert at the Park Bloomington at 6:00 p.m.
September 19, 2026 - Pet-a-Palooza Pollution Prevention Fair at 10:00 a.m.
September 26, 2026 - Rialto Viva La Fiesta at 5:30 p.m.

UPCOMING EDUCATIONAL & TRAINING OPPORTUNITIES

August 14, 2026 - BIA Southern California Water Conference
August 19 - 21, 2026 - Urban Water Institute 2026 Annual Conference
August 24 - 27, 2026 - CSDA 2026 Annual Conference

ADJOURN

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.wvwd.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 the Board Secretary, Brandon Yoshida, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Brandon Yoshida may be contacted by telephone at (909) 875-1804 ext. 703, or in writing at the West Valley Water District, P.O. Box 920, Rialto, CA 92377-0920.

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 July 30, 2026, by 6:00 pm.

Brandon Yoshida

Brandon Yoshida, Board Secretary

Date Posted: July 30, 2026

SPECIAL BOARD OF DIRECTORS MEETING/WORKSHOP
of the
WEST VALLEY WATER DISTRICT
June 20, 2026

OPENING CEREMONIES

Call to Order – 12:00 p.m.

Roll Call of Board Members

Attendee Name	Present	Absent	Arrived
Directors			
Kelvin Moore	☒	☐	
Angela Garcia	☒	☐	
Estevan Bennett	☒	☐	
Daniel Jenkins	☒	☐	
Gregory Young	☒	☐	
General Counsel			
Henry Castillo	☐	☒	
Staff			
John Thiel	☒	☐	
Linda Jadeski	☐	☐	
Jose Velasquez	☐	☐	
Joanne Chan	☐	☒	
Rocky Welborn	☐	☒	
Haydee Sainz	☒	☒	
Brandon Yoshida	☐	☒	
Socorro Pantaleon	☐	☒	
Albert Clinger	☐	☒	
Paola Lara	☐	☒	

PUBLIC PARTICIPATION

President Moore inquired if anyone from the public would like to speak. No requests were received to speak, therefore, President Moore closed the public comment period.

DISCUSSION

1. Board Secretary Interviews

The Board of Directors interviewed candidates for the position of Board Secretary.

No formal action was taken on this item.

ADJOURN

President Moore adjourned the meeting at 6:00 p.m.

ATTEST:

Brandon Yoshida, Board Secretary

Minutes were approved on August 6, 2026, by the Board of Directors of the West Valley Water District.

REGULAR BOARD MEETING
of the
WEST VALLEY WATER DISTRICT
July 2, 2026

OPENING CEREMONIES

Call to Order – 6:00 p.m.
Roll Call of Board Members

Attendee Name	Present	Absent	Arrived
Directors			
Kelvin Moore	☒	☐	
Angela Garcia	☒	☐	
Estevan Bennett	☐	☒	
Daniel Jenkins	☒	☐	
Gregory Young	☒	☐	
General Counsel			
Jeff Ferre	☒	☐	
Staff			
John Thiel	☒	☐	
Linda Jadeski	☒	☐	
Jose Velasquez	☐	☒	
Joanne Chan	☐	☒	
Rocky Welborn	☐	☒	
Haydee Sainz	☒	☐	
Kara Johnson	☐	☒	
Socorro Pantaleon	☐	☒	
Albert Clinger	☒	☐	

Approval of Any Board Member Requests for Remote Participation – None.
Pledge of Allegiance – The Pledge of Allegiance was led by Director Young.
Opening Prayer – The Invocation was offered by President Moore.

CLOSED SESSION

1. PUBLIC EMPLOYMENT
Government Code Section 54957
Title: Board Secretary
2. CONFERENCE WITH LABOR NEGOTIATORS
Government Code 54957.6
Agency designated representatives: John Thiel, General Manager and Haydee Sainz, Human Resources & Risk Manager.
Unrepresented employee: Board Secretary.

The Board of Directors recessed the Regular Board of Directors Meeting and convened in Closed Session at 6:01 p.m.

The Board of Directors concluded Closed Session at 6:10 p.m. and reconvened the Regular Board of Directors Meeting at 6:10 p.m. with all Board Members present, except Director Bennett.

President Moore asked General Counsel if there was any reportable action from Closed Session. General Counsel Ferre stated that there was no reportable action.

ADOPT AGENDA

Motion to adopt the agenda.

RESULT:	ADOPTED [4-0-1]
MOVER:	Daniel Jenkins
SECONDER:	Gregory Young
AYES:	Daniel Jenkins, Gregory Young, Angela Garcia, Kelvin Moore
ABSENT:	Estevan Bennett

PUBLIC PARTICIPATION

President Moore inquired if anyone from the public would like to speak. No requests were received to speak, therefore President Moore closed the public comment period.

PRESENTATIONS

There were no presentations.

CONSENT CALENDAR

There were no Consent Calendar items.

BUSINESS MATTERS

1. Approval of Employment Agreement – Board Secretary

Human Resources and Risk Manager Sainz gave the staff report. There were no inquiries from the Board of Directors.

Motion to approve the employment agreement between West Valley Water District and Brandon Yoshida for the Board Secretary position.

RESULT:	ADOPTED [4-0-1]
MOVER:	Daniel Jenkins
SECONDER:	Gregory Young
AYES:	Daniel Jenkins, Gregory Young, Angela Garcia, Kelvin Moore
ABSENT:	Estevan Bennett

REPORTS - LIMITED TO 5 MINUTES MAXIMUM

President Moore stated that, in the interest of time, there will be only Board Committee Reports and no other reports.

1. Board Committee Reports

Director Young reported on updates from the Engineering Operations & Planning Committee.

2. Board Members

Director Jenkins stated he had nothing to report; however, he extended birthday wishes to his wife. Director Young extended safe celebrations to everyone during the July 4th holiday weekend.

3. General Manager

No reports

4. Legal Counsel

No reports.

5. Public Outreach Government Affairs

No reports.

6. Board Secretary

No reports.

ADJOURN

President Moore adjourned the meeting at 6:15 p.m.

ATTEST:

Brandon Yoshida, Board Secretary

Minutes were approved on August 6, 2026, by the Board of Directors of the West Valley Water District.

REGULAR BOARD OF DIRECTORS MEETING
of the
WEST VALLEY WATER DISTRICT
July 16, 2026

OPENING CEREMONIES

Call to Order – 6:00 p.m.

Roll Call of Board Members

Attendee Name	Present	Absent	Arrived
Directors			
Kelvin Moore	☒	☐	
Angela Garcia	☒	☐	
Estevan Bennett	☒	☐	
Daniel Jenkins	☒	☐	
Gregory Young	☒	☐	
General Counsel			
Henry Castillo	☒	☐	
Staff			
John Thiel	☒	☐	
Linda Jadeski	☒	☐	
Jose Velasquez	☒	☐	
Joanne Chan	☐	☒	
Rocky Welborn	☐	☒	
Haydee Sainz	☒	☐	
Brandon Yoshida	☒	☐	
Socorro Pantaleon	☒	☐	
Albert Clinger	☒	☐	

Approval of Any Board Member Requests for Remote Participation – None.

Pledge of Allegiance – The Pledge of Allegiance was led by Director Young.

Opening Prayer – The Invocation was offered by Pastor Townsend.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION Paragraph (1) of subdivision (d) of Government Code Section 54956.9 Case Name: Consuelo Navarrette v. West Valley Water District et al. Case Number: CIVSB2618090

The Board of Directors recessed the Regular Board of Directors Meeting and convened in Closed Session at 6:39 p.m.

The Board of Directors concluded Closed Session at 7:05 p.m. and reconvened the Regular Board of Directors Meeting at 7:05 p.m. with all Board Members present.

President Moore asked General Counsel if there was any reportable action from Closed Session. General Counsel Castillo stated that there was no reportable action.

ADOPT AGENDA

President Moore stated a request was received to move the Presentations portion of the Regular Board of Directors Meeting before the Closed Session portion due to time constraints.

Motion to adopt the agenda as amended.

RESULT:	ADOPTED [5-0]
MOVER:	Gregory Young
SECONDER:	Daniel Jenkins
AYES:	Estevan Bennett, Daniel Jenkins, Gregory Young, Angela Garcia, Kelvin Moore

PUBLIC PARTICIPATION

President Moore inquired if anyone from the public would like to speak. No requests were received to speak, therefore, President Moore closed the public comment period.

PRESENTATIONS

1. SBVMWD - Check Presentation for the DMI 2.0 Program to Fund the Water Use Efficiency Master Plan

Item moved to before Closed Session due to time constraints.

The San Bernardino Valley Municipal Water District presented the West Valley Water District with a check in support of the DMI 2.0 Program, which will fund the development of the Water Use Efficiency Master Plan. Vice President Gil Botello, Board Member Jose Velasquez, and General Manager Heather Dyer delivered remarks expressing appreciation for West Valley Water District's ongoing partnership and dedication to water use efficiency. In response, President Moore thanked the San Bernardino Valley Municipal Water District for its continued collaboration and emphasized the importance of working together to advance future projects that benefit the community.

2. 2026 Work Plan Goals – Mid-Year Update

Item moved to before Closed Session due to time constraints.

General Manager John Thiel presented a mid-year overview of the work plan goals, highlighting alignment with the Vision, Mission, Strategic Goals, and Core Values of West Valley Water District. Mr. Thiel reported that District staff have made progress on 138 of the 198 work plan goals, which are categorized as having excellent progress, nearing completion, or fully completed, and projected an overall completion rate of approximately 90% by the end of the year. Vice President Garcia expressed interest in having staff provide brief updates on completed work plan goals, including summaries of accomplishments and any challenges encountered, to better highlight staff's efforts and the strategies used to overcome those challenges.

CONSENT CALENDAR

1. Minutes of the June 18, 2026, Regular Board Meeting
2. Partial Retention Release with PCL Construction Inc. for the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion Project

Motion to adopt Consent Calendar.

RESULT:	ADOPTED [5-0]
MOVER:	Gregory Young
SECONDER:	Daniel Jenkins
AYES:	Estevan Bennett, Daniel Jenkins, Gregory Young, Angela Garcia, Kelvin Moore

BUSINESS MATTERS

1. Professional Services Agreement with Michael Baker International, Inc, for New Groundwater Production Well 36A

Project Manager Natalie Avila provided a brief overview of the staff report and the Professional Services Agreement between Michael Baker International, Inc and the West Valley Water District.

Motion to approve the Professional Services Agreement with Michael Baker International, Inc. in the amount of \$579,162.00 for the design services for W26017 – New Groundwater Well 36A Project and to authorize the General Manager to execute all necessary documents.

RESULT:	ADOPTED [5-0]
MOVER:	Gregory Young
SECONDER:	Daniel Jenkins
AYES:	Estevan Bennett, Daniel Jenkins, Gregory Young, Angela Garcia, Kelvin Moore

2. Reorganization of Operations Department - Operations Superintendent

Human Resources & Risk Manager Haydee Sainz provided a brief overview of the staff report and the Reorganization of Operations Department and Operations Superintendent position.

Motion to approve the change in title from Chief Water Systems Operator – Treatment to Operations Superintendent; and, approve the updated job description; and, approve the recommended compensation adjustments for both positions; and, authorize the General Manager to execute all necessary documents.

RESULT:	ADOPTED [5-0]
MOVER:	Gregory Young
SECONDER:	Daniel Jenkins
AYES:	Estevan Bennett, Daniel Jenkins, Gregory Young, Angela Garcia, Kelvin Moore

REPORTS - LIMITED TO 5 MINUTES MAXIMUM

1. Board Committee Reports

Director Young reported on updates from the Policy Review & Oversight Committee.
Director Jenkins reported on updates from the Finance Committee.

2. Board Members

Director Young expressed his gratitude for San Bernardino Valley Municipal Water District's dedicated partnership with the West Valley Water District.

Director Bennett shared his Man of the Year Award, awarded by Senator Eloise Reyes.

Vice President Garcia reported on the West Valley Water District 2026 Summer Internship Program and expressed gratitude for the staff members assisting in the program.

Director Jenkins reported on his volunteer service with the "Water Keepers" to clear trash and debris from the Lytle Creek area.

President Moore reported on the WVWD 2026 Summer Internship Program and the groundbreaking ceremony for the Cedar House Expansion Project.

3. General Manager

General Manager Thiel provided updates on recruitment, staffing, recap of the 2026 Summer Internship Program, new headquarters progress and updates, work plan goals, and committee reports.

4. Legal Counsel

None.

5. Public Outreach Government Affairs

Manager of Public Outreach and Government Affairs Pantaleon provided an update on upcoming conferences, legislation, events, and shared the Treatment Process Video.

6. Board Secretary

Board Secretary Yoshida provided an update on upcoming meetings and events. Mr. Yoshida also expressed his gratitude to the Board of Directors for selecting him as the new Board Secretary for the West Valley Water District.

ADJOURN

President Moore adjourned the meeting at 7:36 p.m.

ATTEST:

Brandon Yoshida, Board Secretary

Minutes were approved on August 6, 2026, by the Board of Directors of the West Valley Water District.

SPECIAL BOARD OF DIRECTORS MEETING/WORKSHOP
of the
WEST VALLEY WATER DISTRICT
July 22, 2026

OPENING CEREMONIES

Call to Order – 5:02 p.m.

Roll Call of Board Members

Attendee Name	Present	Absent	Arrived
Directors			
Kelvin Moore	☒	☐	
Angela Garcia	☒	☐	Arrived at 5:11 pm
Estevan Bennett	☒	☐	
Daniel Jenkins	☒	☐	
Gregory Young	☒	☐	
General Counsel			
Jeff Ferre	☒	☐	
Staff			
John Thiel	☒	☐	
Linda Jadeski	☒	☐	
Jose Velasquez	☒	☐	
Joanne Chan	☐	☒	
Rocky Welborn	☐	☒	
Haydee Sainz	☐	☒	
Brandon Yoshida	☒	☐	
Socorro Pantaleon	☐	☒	
Albert Clinger	☒	☐	
Paola Lara	☒	☐	

Approval of Any Board Member Requests for Remote Participation – None.

ADOPT AGENDA

Motion to adopt the agenda as amended.

RESULT:	ADOPTED [4-0-1]
MOVER:	Gregory Young
SECONDER:	Daniel Jenkins
AYES:	Estevan Bennett, Daniel Jenkins, Gregory Young, Kelvin Moore
ABSENT:	Angela Garcia

PUBLIC PARTICIPATION

President Moore inquired if anyone from the public would like to speak. No requests were received to speak, therefore, President Moore closed the public comment period.

BUSINESS MATTERS

1. Board Policies and Procedures Manual - Proposed Updates

Executive Assistant Paola Lara provided the presentation of the staff report, the Board Policies and Procedures Manual, and a recap of the State Controller's Report Findings. Ms. Lara also provided a detailed overview of each section of the proposed manual and stated that the final draft will be presented at the next Regular Board of Directors meeting for final approval and incorporation.

The Board of Directors reached consensus on the following proposed revisions, including various non-substantive grammatical and typographical corrections throughout the document:

Section 4.2.E: require the General Manager to notify any requesting Board Member when he/she will be out of the office for one or more consecutive workdays and that the General Manager shall notify all Board Members when they are out of office for two or more normal consecutive work days.

Section 9.2: incorporate the draft policy clarifying that special meetings of the Board of Directors may be called in accordance with Government Code Section 54956 of the State of California.

Section 12.2: remove the reference to "Executive Committee" and replace it with "Ad-Hoc Committee," along with other minor edits.

Section 17.1: allow Board Members to attend meetings or conferences not listed on the approved schedule, subject to prior approval by the full Board of Directors, and to incorporate related budget guidelines for Director education and conferences.

Section 18.3: To update provisions related to lodging, meals, and other expenses, including a not-to-exceed amount of \$140 per day for meals when traveling.

Director Young requested that the final draft of the Board Policies and Procedures Manual be provided in redline format to reflect changes from the previous version. Ms. Lara concurred with this request.

The Board of Directors expressed appreciation to Ms. Lara for her work in reviewing and updating the manual. No formal action was taken on this item.

ADJOURN

President Moore adjourned the meeting at 5:58 p.m.

ATTEST:

Brandon Yoshida, Board Secretary

Minutes were approved on August 6, 2026, by the Board of Directors of the West Valley Water District.



STAFF REPORT

DATE: August 6, 2026

TO: Board of Directors

FROM: Jose Velasquez, Chief Financial Officer

SUBJECT: Adopt Resolution No. 2026-12, A Resolution of the Board of Directors of the West Valley Water District Adding Delinquent Non-Paid Charges to Annual Taxes Levied Upon the Property for Which the Charges are Delinquent and Unpaid

STRATEGIC GOAL:

Strategic Goal 6 – Demonstrate Effective Financial Stewardship; Objective 6C - Prioritize Long-Term Financial Stability

MEETING HISTORY:

07.13.26 - Finance Committee Meeting

BACKGROUND:

California Water Code Section 31701.5 authorizes the West Valley Water District (“District”) to place liens on real property for delinquent water charges, and to submit unpaid delinquent charge amounts and unpaid lien amounts over to the San Bernardino County property tax bill. This authority provides the District with a means to recover unpaid charges and fees for utility services rendered. Recording the lien does not collect the funds; instead, it creates an entry in the title report and property records, alerting prospective buyers or refinancing companies that a lien exists on the property. Recording the lien provides leverage but results in payments to the District only if the property is sold or refinanced. Usually, buyers and refinancing companies prefer that the seller pay all liens before the close of escrow.

DISCUSSION:

The District makes numerous efforts to collect charges and fees for water services, including sending multiple notices and making phone calls to the customer to collect the outstanding balance. Every July, the District determines which liens have not been paid within the 60 days and prepares the appropriate materials to send to San Bernardino County for recovery of delinquent service charges on the property owner's tax bill (**Exhibit A**). In doing so, the District greatly enhances its ability to recover unpaid charges in the upcoming fiscal year. Delinquent charges subject to this lien and property tax include, but are not limited to, water consumption and related charges, late fees, interest, and penalties. A copy of Resolution No. 2026-12 is attached (**Exhibit B**) and the signed Direct Charge Agreement (**Exhibit C**).

FISCAL IMPACT:

The total amount to be levied on San Bernardino County properties is \$27,604.88. Recording a lien on a property is intended to recover revenues already recorded on the District's financials.

REQUESTED ACTION:

Adopt Resolution No. 2026-12, A Resolution of the Board of Directors of the West Valley Water District Adding Delinquent Non-Paid Charges to Annual Taxes Levied Upon the Property for Which the Charges are Delinquent and Unpaid

Attachments

[Exhibit A - DQ WATER CHARGES LIENS TAX ROLL 2026-27.pdf](#)

[Exhibit B - Resolution 2026-12 Delinquent Water Bills.pdf](#)

[Exhibit C - West Valley Water District Direct Charge Agreement FY 2026- 2031.pdf](#)

EXHIBIT A

WEST VALLEY WATER DISTRICT
2026-2027 SPECIAL ASSESSMENTS
AGENCY # WW028-GA001

	PARCEL #	AMOUNT
1	0257-133-19-0000	\$124.26
2	0257-221-34-0000	\$126.37
3	0259-091-14-0000	\$274.44
4	0259-161-19-0000	\$118.12
5	0259-034-26-P000	\$1,108.23
6	0259-134-06-0000	\$139.59
7	0259-142-30-P002	\$611.74
8	0259-145-21-0000	\$170.62
9	0259-053-30-0000	\$150.45
10	0259-054-44-0000	\$268.91
11	0259-041-29-0000	\$981.67
12	0256-183-05-0000	\$105.01
13	0256-184-02-0000	\$179.98
14	0256-173-20-0000	\$347.79
15	0253-191-31-0000	\$101.56
16	0257-013-13-0000	\$443.13
17	0257-031-28-0000	\$426.04
18	0256-251-15-0000	\$193.20
19	0256-203-21-0000	\$159.74
20	0256-051-40-0000	\$149.53
21	0256-232-05-0000	\$106.81
22	0256-111-22-0000	\$394.94
23	0256-251-54-0000	\$1,916.74
24	0256-301-49-0000	\$202.85
25	0255-221-28-0000	\$293.29
26	0128-641-08-0000	\$107.18
27	0128-641-08-0000	\$157.84
28	0128-261-75-0000	\$192.24
29	0128-661-07-0000	\$2,058.35
30	0128-741-18-0000	\$177.85
31	0128-741-58-0000	\$183.32
32	0250-282-12-0000	\$161.54
33	0250-361-47-0000	\$123.29
34	0250-361-44-0000	\$189.15
35	0250-038-19-0000	\$304.32
36	0254-281-58-0000	\$114.74
37	0254-281-20-0000	\$470.35
38	0253-241-03-0000	\$258.05
39	0253-114-07-0000	\$102.85
40	0253-115-14-0000	\$129.34
41	0253-163-25-0000	\$147.03
42	0253-081-31-0000	\$100.81
43	0254-211-01-0000	\$382.38
44	0128-351-20-0000	\$108.93
45	0128-491-44-0000	\$125.03
46	0250-231-21-0000	\$346.95
47	0253-163-17-0000	\$128.69
48	0253-132-29-0000	\$124.03
49	0264-274-38-0000	\$2,109.40
50	0133-012-09-0000	\$187.80

51	0133-002536-0000	\$521.87
52	0133-331-26-0000	\$132.58
53	0264-294-12-0000	\$191.54
54	0264-466-01-0000	\$166.94
55	0264-464-08-0000	\$218.58
56	0264-464-08-0000	\$109.86
57	0264-162-46-0000	\$117.02
58	0127-123-38-0000	\$133.11
59	0127-113-71-0000	\$160.57
60	0127-062-09-0000	\$119.75
61	0127-152-35-0000	\$161.73
62	0127-212-19-0000	\$138.68
63	0127-151-20-0000	\$150.44
64	0127-151-20-0000	\$228.54
65	0264-611-14-0000	\$105.44
66	0264-383-05-0000	\$220.20
67	1133-581-49-0000	\$400.98
68	1133-561-60-0000	\$126.68
69	1133-481-71-0000	\$151.37
70	1133-551-09-0000	\$223.01
71	1133-531-36-0000	\$104.71
72	1133-471-01-0000	\$133.31
73	1133-471-06-0000	\$164.12
74	1133-571-39-0000	\$210.00
75	0264-674-02-0000	\$251.89
76	0264-781-01-0000	\$763.83
77	0264-715-31-0000	\$152.97
78	1133-591-18-0000	\$175.29
79	1133-521-07-P0001	\$325.09
80	1133-171-43-0000	\$164.19
81	1133-201-18-000	\$263.46
82	1133-101-14-0000	\$105.16
83	1133-331-68-0000	\$343.59
84	0239-651-38-0000	\$161.11
85	0239-402-17-0000	\$182.76
86	0239-254-13-0000	\$221.63
87	1133-191-28-0000	\$205.14
88	1133-191-28-0000	\$388.45
89	1133-191-28-0000	\$162.99
90	0239-731-17-0000	\$195.71
91	0239-091-03-0000	\$373.07
92	1107-321-04-0000	\$297.76
93	1107-351-45-0000	\$112.31
94	1107-451-05-0000	\$361.69
95	1118-331-24-0000	\$103.57
96	1118-241-28-0000	\$207.94
97	0239-145-29-0000	\$107.78
GRAND TOTAL		\$27,604.88

Exhibit B

RESOLUTION NO. 2026-12

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST VALLEY WATER DISTRICT ADDING DELINQUENT NON-PAID CHARGES TO ANNUAL TAXES LEVIED UPON THE PROPERTY FOR WHICH THE CHARGES ARE DELINQUENT AND UNPAID

WHEREAS, the Board of Directors of the West Valley Water District (“District”) has prepared a report and statement of those delinquent non-paid charges for water and other services within the District which were delinquent and unpaid for sixty days or more on July 1, 2026;

WHEREAS, the Board has decided that said delinquent and unpaid charges are to be included in the property tax levied on said property pursuant to California Water Code Sections 31701(e) and 31701.5 et seq.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS (“DISTRICT”) OF THE WEST VALLEY WATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. It that the report of the West Valley Water District's delinquent and unpaid charges for water and other services within the District which remain unpaid and delinquent for sixty (60) days or more on July 1, 2026, is hereby adopted and approved by said Board.

SECTION 2. That the unpaid and delinquent charges listed in said report for each parcel of property are fixed at the amount listed in said report.

SECTION 3. That the General Manager, or his/her designee shall file with the County Auditor of the County of San Bernardino and the Board of Supervisors of the County of San Bernardino, in the time and manner specified by the County Auditor and Board of Supervisors, a copy of such written report with a statement endorsed hereon over the signature of the Secretary, that such a report has been finally adopted and approved by the Board of Directors and that the County Auditor shall enter the amount of such charges against the respective lots of parcels of land as they appear on the current assessment roll.

SECTION 4. That the County Tax Collector shall include the amount of charges on bills for taxes levied against their respective lots and parcels of land and, therefore, the amount of such unpaid and delinquent charges shall be collected at the same time and in the same manner by the same person as, together with and not separately from, the general taxes, if any, for the District or the County of San Bernardino and shall be delinquent at the same time, and thereafter be subject to the same delinquency penalties.

SECTION 5. Nothing in this Resolution shall be construed as delegating authority to award contracts, approve project budgets, approve contract amendments beyond existing delegated authority limits, or exercise any authority otherwise reserved to the Board of Directors.

SECTION 6. The General Manager shall periodically report to the Board of Directors regarding Notices of Completion recorded pursuant to this Resolution.

BE IT FURTHER RESOLVED that said Resolution shall be effective July 1, 2026.

PASSED, APPROVED AND ADOPTED this 6 day of August, 2026.

KELVIN MOORE
President
Board of Directors
West Valley Water District

ATTEST:

Brandon Yoshida
Board Secretary

CERTIFICATION

I, Brandon Yoshida, Board Secretary of the West Valley Water District, do hereby certify that the foregoing Resolution No. 2026-12 was duly adopted by the Board of Directors of the West Valley Water District at a regular meeting held on July ____, 2026, by the following vote:

AYES:	BOARD MEMBERS:
NOES:	BOARD MEMBERS:
ABSENT:	BOARD MEMBERS:
ABSTAIN:	BOARD MEMBERS:

Dated:

Brandon Yoshida
Board Secretary

EXHIBIT C



AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
AGREEMENT FOR PLACEMENT AND COLLECTION OF
SPECIAL TAXES, FEES, AND ASSESSMENTS
FISCAL YEAR 2026-27 TO FISCAL YEAR 2030-31

THIS AGREEMENT is made and entered into this 28th day of July, 2026, by and between SAN BERNARDINO COUNTY, hereinafter referred to as "County" and the West Valley Water District, hereinafter referred to as "District".

WITNESSETH:

WHEREAS, Government Code Sections 29304 and 51800, together with applicable provisions of the Revenue and Taxation Code and other applicable law, authorize the County to place, bill, collect, correct, and apportion special taxes, fees, and assessments for any city, school district, special district, zone or improvement district on the secured or unsecured tax roll, and to recover its full costs of placement, administration, and collection; and

WHEREAS, the District and County have determined that it is in the public interest for the County, upon request of the District, to place, bill, collect, correct, and apportion the District's special taxes, fees, and assessments on the secured or unsecured tax roll, as authorized by law.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. County agrees, upon request of the District and as provided herein, to place, bill, collect, correct, and apportion the District's special taxes, fees, and assessments on the secured or unsecured tax roll, as authorized by law, including those levied by any zone or improvement district of the District.

2. When the County is to place and collect District's special taxes, fees, and assessments, the District shall submit all required assessment data electronically through the County's Direct Charge Portal no later than August 10 of each fiscal year, or such earlier deadline as may be established by the Auditor-Controller/Treasurer/Tax Collector to meet roll preparation timelines. Submissions shall include the Assessor's Parcel Numbers, levy amounts, certification of accuracy and legal authority, and any additional data elements or supporting documentation reasonably required by the Auditor-Controller/Treasurer/Tax Collector for placement, billing, collection, correction, reporting, compliance verification, or audit purposes. The County may reject incomplete, inaccurate, or untimely submissions.

3. The County may charge the District fees necessary to recover its costs of placement, administration, billing, collection, reporting, correction processing, and related services in connection with the District's special taxes, fees, and assessments, as established by the County's Board-adopted fee schedule. Such fees may include per-parcel charges and other administrative fees as applicable. The County may deduct applicable fees from amounts collected and distributed on behalf of the District at the first apportionment of the fiscal year, or at such other time as administratively determined by the Auditor-Controller/Treasurer/Tax Collector.

4. District warrants that the taxes, fees, or assessments imposed by District and collected pursuant to this Agreement comply with all applicable constitutional and statutory requirements including but not limited to, Articles XIIC and XIID of the California Constitution (Proposition 218), and that the District has taken all actions required by law to validly impose and collect such charges. The District acknowledges that the County does not review or determine the legality of such charges.

5. District hereby releases and forever discharges the County and its officers, agents, and employees from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, or judgments arising out of or related to the District's establishment, imposition, administration, or legality of any special tax, fee or assessment submitted under this Agreement, including the District's implementation of collection thereof, any challenge to the legality or priority of such charges, or any errors in data submitted by the District.

6. The County Auditor-Controller/Treasurer/Tax Collector has not determined the legality or validity of any special taxes, fees, or assessments placed, billed, corrected, collected, or otherwise administered pursuant to this Agreement, and the District assumes full responsibility for determining the legality and validity of such charges. The District agrees to indemnify, defend, and hold harmless the County and its authorized officers, employees, agents, and volunteers ("indemnified parties") from and against any and all claims, actions, losses, damages, liabilities, judgments, and expenses, including attorneys' fees, arising out of or related to this Agreement or the establishment, imposition, placement, billing, collection, correction, administration, legality, or priority of such charges pursuant to this Agreement, except where such indemnification is prohibited by law. The District's duty to defend is immediate upon tender by the County and is independent of the District's duty to indemnify.

If any judgment is entered against the County or any indemnified party, or if any settlement is paid as a result of actions taken to implement this Agreement, the District agrees that County may offset such amounts from any monies collected by the County on behalf of

the District, including property taxes, special taxes, fees, or assessments. The County may, but is not required to, notify the District prior to implementing such offset.

The District's obligations under this section shall survive termination or expiration of this Agreement.

7. In order to promote and maintain efficient property tax administration, the District agrees as follows:

(a) The District shall respond to taxpayer inquiries regarding its special taxes, fees, or assessments in a timely and informed manner and shall not refer such inquiries to County officers, agents, or employees, including requests related to the removal or correction of charges.

(b) The District shall publish and maintain current, accurate, and responsive contact information, including a working telephone number and/or email address, for public inquiries regarding such charges, and shall ensure that personnel responsible for responding to such inquiries are knowledgeable about the charges.

(c) The District shall comply with all administrative procedures established by the County, including timely submission of required certifications, supporting documentation, and assessment data in the format prescribed by the County, and shall submit all requests for removal or correction of charges in writing.

8. The District may utilize third-party consultants or agents in connection with the preparation or administration of its special taxes, fees, or assessments; however, the District shall remain solely responsible for compliance with this Agreement. Prior to permitting any consultant or agent to submit information or communicate with the County regarding such charges, the District shall provide written authorization on the District's official letterhead identifying the consultant and the scope of its authority. The County shall have no contractual relationship with any such consultant, and the use of a consultant shall not relieve the District of its obligations under this Agreement.

9. The District shall not assign or transfer this Agreement or any interest herein, without prior written consent of the County. Any attempted assignment or transfer without such consent shall be void and may result in termination of this Agreement at the County's discretion.

10. This Agreement supersedes and replaces all prior agreements between the County and the District pertaining to the placement or collection of special taxes, fees, or assessments. This Agreement shall become effective on July 1, 2026 ("**Effective Date**") and shall remain in effect through June 30, 2031 ("**End Date**"), as designated by the District and acknowledged by the County; provided, however, that the End Date shall not exceed five (5)

years from the Effective Date, unless terminated earlier as provided herein. The District's failure to submit charges in any fiscal year shall not terminate this Agreement; however, no special taxes, fees, or assessments shall be placed unless timely submitted in accordance with this Agreement.

11. Either party may terminate this Agreement upon 30 days' written notice to the other party. Termination shall not affect the validity or collection of any special taxes, fees, or assessments previously placed on the tax roll. Any corrections, removals, or refunds resulting from termination shall be processed in accordance with applicable law, and all associated costs shall be the responsibility of the District. Termination shall not affect the District's obligation to indemnify the County or to pay any outstanding fees or costs incurred prior to termination. The County Auditor-Controller/Treasurer/Tax Collector, or designee, is authorized to exercise County's right and authority under this Agreement including the right to terminate.

12. The County's waiver of any breach of a term, covenant, or other provision of this Agreement, shall not be deemed a waiver of any other breach, or any subsequent breach of the same term, covenant or provision.

13. Each person signing this Agreement represents and warrants that they are duly authorized to execute this Agreement on behalf of the party for whom they sign. The District shall provide documentation evidencing the signatory's authority upon request by the County.

14. This Agreement shall be governed by and subject to all applicable federal, state, and local laws, regulations, and County policies in effect during its term. The District agrees to comply with any changes to such laws, regulations, policies, or administrative procedures that apply to the placement, billing, collection, correction, or administration of charges under this Agreement.

15. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

District: West Valley Water District

By: Jose Velasquez

Printed Name: Jose Velasquez

Position: Chief Financial Officer

Date: 07/28/2026

ENSEN MASON CPA, CFA
AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
SAN BERNARDINO COUNTY

By Authorized Deputy:

Printed Name: Franciliza Zyss

Title: Chief Deputy, Property Tax

Date: _____

Reviewer: Janine Loya

Supervisor Reviewer: Liliana Soto

Manager Reviewer: Emerita Meily

Date: _____

Date: _____

Date: _____



STAFF REPORT

DATE: August 6, 2026

TO: Board of Directors

FROM: Jose Velasquez, Chief Financial Officer

SUBJECT: Adopt Resolution No. 2026-13, A Resolution of the Board of Directors of the West Valley Water District Adopting the Annual Investment Policy Amending Resolutions No. 2025-10

STRATEGIC GOAL:

Strategic Goal 6 – Demonstrate Effective Financial Stewardship; Objective 6C - Prioritize Long-Term Financial Stability; Objective 6D - Maintain a Data Driven Approach and Financial-Based Decision-Making.

MEETING HISTORY:

07.13.26 - Finance Committee Meeting

BACKGROUND:

Board Policy requires an annual review of West Valley Water District's investment policy. This stems from Government Code Section 53646, which requires government agencies to develop an investment policy and implement periodic changes that may occur as reporting requirements evolve. If changes to the existing policy are recommended, a new resolution is issued with the Board approved recommendations.

DISCUSSION:

Chandler Asset Management performed their annual review of our policy. They provided the following suggested changes based on updates to either the California Government Code (CGC) or industry best practices related to the investment of public funds. The red-line Investment Policy is shown as **Exhibit A**.

FISCAL IMPACT:

There is no fiscal impact for reviewing and updating the Investment Policy.

REQUESTED ACTION:

Adopt Resolution No. 2026-13, A Resolution of the Board of Directors of the West Valley Water District Adopting the Annual Investment Policy Amending Resolutions No. 2025-10.

Attachments

[Resolution No. 2026-13, A Resolution of the Board of Directors of the West Valley Water District Adopting the Annual Investment Policy Amending Resolutions No. 2025-10](#)

RESOLUTION NO. 2026-X
RESOLUTION OF THE BOARD OF DIRECTORS OF
THE WEST VALLEY WATER DISTRICT
ADOPTING THE ANNUAL INVESTMENT POLICY
AMENDING RESOLUTIONS NO. 2025-10

WHEREAS, pursuant to State law, the Chief Financial Officer/or Treasurer of the West Valley Water District (“District”) shall annually prepare and submit a statement of investment policy and such policy and any changes thereto, shall be considered by the legislative body at a public meeting;

NOW, THEREFORE, the Board of Directors (“Board”) of the District does hereby resolve and determine as follows:

Section 1. Policy It is the policy of the District to invest public funds in a manner which will provide the highest investment return with the maximum security, while meeting the daily cash flow demands of the District and conforming to all state and local statutes governing the investment of public funds.

Section 2. Scope This investment policy applies to all financial assets of the District. These funds are accounted for in the District’s audited Annual Comprehensive Financial Report (ACFR) and include:

2.1 Funds:

- 2.1.1 General Fund
- 2.1.2 Any new fund created by the District, unless specifically exempted

2.2 Funds Excluded From This Policy

- 2.2.1 Public Employees Retirement Fund
- 2.2.2 Deferred Compensation
- 2.2.3 West Valley Water District Water Revenue Refunding Bonds, Series 2016A
- 2.2.4 Any Restricted Funds

Section 3. Prudence Pursuant to California Government Code, Section 53600.3, all persons authorized to make investment decisions on behalf of the District are trustees and therefore fiduciaries subject to the *Prudent Investor Standard*:

“...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act

with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the Agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the Agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.”

Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

Section 4. Investment Objectives The primary objectives, in priority order, of the District’s investment activities shall be:

4.1 Safety. Safety of principal is the foremost objective of the investment program. Investments of the District shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the District will diversify its investments by investing funds among independent financial institutions offering a variety of securities offering independent returns. Investments shall be made with the aim of avoiding capital losses due to issuer default, broker-dealer default or market value erosion.

4.2 Liquidity. The District’s investment portfolio will remain sufficiently liquid to enable the District to meet all operating requirements which are reasonably anticipated.

4.3 Return on Investment. The District’s investment portfolio shall be designed with the objective of attaining a benchmark rate of return throughout budgetary and economic cycles, commensurate with the District’s investment risk constraints and the cash flow characteristics of the portfolio.

Section 5. Delegation of Authority. Authority to manage the District’s investment program is derived from California Government Code, Section 53607. Management responsibility for the investment program is hereby delegated to the General Manager and Chief Financial Officer/or Treasurer, who shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials, and their procedures in their absence.

The Board of Directors, the General Manager, the Assistant General Manager, and the Chief Financial Officer/or Treasurer shall be signatories on all accounts, to access accounts for these and other authorized investments consistent with this investment policy.

The Chief Financial Officer/or Treasurer may retain the services of an outside investment advisor or manager as approved by the Board to assist with the District's investment program. Qualified outside managers will be either SEC Registered Investment Advisors or Bank Money Managers. The investment advisor shall make all investment decisions and transactions in strict accordance with State and Federal law, this Policy and such other written instructions as are provided. The performance and service levels of investment advisors and managers shall be reviewed annually.

The District's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The District recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the District.

5.1 Investment Procedures. The Chief Financial Officer/or Treasurer shall establish written investment policy procedures for the operation of the investment program consistent with this policy. The procedures should include reference to: safekeeping, wire transfer agreements, banking service contracts and collateral/depository agreements, and cash flow forecasting. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Chief Financial Officer/or Treasurer.

Section 6. Internal Controls. The Chief Financial Officer/or Treasurer shall establish a system of internal controls designed to prevent losses due to fraud, employee error, misrepresentation by third parties, unanticipated market changes, and/or imprudent actions by employees of the District. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes the (1) cost of control should not exceed the benefits likely to be derived and (2) the value of costs and benefits requires estimates and judgements by management. Compliance with this policy and internal controls shall be reviewed annually by the District's independent, external auditors as part of its normal audit procedures.

Any investment activity outside of the District's Financial Advisor's recommendation shall require approval by both the Chief Financial Officer and the General Manager.

Written operational and investment procedures consistent with this Policy shall be established and include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under this Policy and the established procedures.

Section 7. Ethics and Conflicts of Interest Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the Board any material financial interests in financial institutions that conduct business within their jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the District. Employees and officers shall refrain from undertaking any personal investment transactions with the same individual with whom business is conducted on behalf of the District.

Section 8. Authorized Broker-Dealer the Chief Financial Officer/or Treasurer will maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers, selected by credit worthiness, who are authorized to provide investment services in the State of California. These may include “primary” dealers, or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule). No public deposit shall be made except in a qualified public depository as established by California laws. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Chief Financial Officer/or Treasurer with the following:

- 8.1 Must be in business for at least three (3) years
- 8.2 Proof of Financial Industry Regulatory Authority (FINRA) certification (not applicable to Certificate of Deposit counterparties)
- 8.3 Proof of national Association of Security Dealers certification.
- 8.4 Proof of California registration
- 8.5 Certification of having read and understood and agreeing to comply with the District’s investment policy and depository contracts.
- 8.6 Evidence of adequate insurance coverage.

An annual review of the financial condition and registrations of qualified bidders will be conducted by the Chief Financial Officer/or Treasurer. A current audited financial statement is required to be on file for each financial institution and broker/dealer in which the District invests. Broker/dealers utilized by an external investment adviser will be at the sole discretion of the adviser.

Section 9. Authorized Investments From the Board of Director’s perspective, special care must be taken to ensure that the list of instruments includes only those allowed by law and those that the District Chief Financial Officer/or Treasurer is trained and competent to handle. Concentration and credit limits apply at the time the security is purchased.

The District is empowered by statute to invest in the following types of securities:

- 9.1 United States Treasury Issues.** United States Treasury notes, bonds, bills or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest (CGC §53601(b)) There's no limitation as to the percentage of the portfolio that may be invested in this category;
- 9.2 State of California Local Agency Investment Fund (LAIF).** The District may invest in the Local Agency Investment Fund established by the State Treasurer for the benefit of local agencies (CGC §16429.1). There is no limitation on the percentage of the District portfolio that may be invested in this category;
- 9.3 The Investment Trust of California (CalTRUST).** The Investment Trust of California (CalTRUST) is a local government investment pool organized as a joint powers authority pursuant to California Government Code Section 6509.7 Shares of beneficial interest issued by the Investment Trust of California (CalTRUST), which invests in securities and obligations eligible for direct investment by local agencies pursuant to California Government Code Section 53601. There are four different funds that are available. They are:
1. Government Money Market Fund
 2. CalTRUST Liquidity Fund
 3. CalTRUST Short term fund
 4. CalTRUST Medium term fund
- Investment of District funds in CalTRUST shall be subject to investigation and due diligence prior to investing. No limit will be placed on the percentage total in this category
- 9.4 Negotiable Certificates of Deposit.** Negotiable Certificates of Deposit (NCDs) issued by a nationally or state chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. Purchases are limited to institutions that have a long-term debt rating of at least the "A" category or its equivalent, by a Nationally Recognized Statistical Rating Organization (NRSRO); and/or have a short-term debt rating of at least "A-1", or its equivalent, by NRSRO. NCDs for which the full amount of the principal and the interest that may be accrued during the maximum term of each certificate is insured by federal deposit insurance are exempt from rating requirements. A maximum of 30 percent of surplus funds can be invested in Certificates of Deposit (CGC §53601(h)). The maximum maturity is five years.

9.5 Federal Agency Obligations. Federal agency or United States government-sponsored enterprise obligations, participations, mortgage backed securities or other instruments, including those issued by or fully guaranteed as to principal and interest by Federal agencies or United States government-sponsored enterprises (CGC §53601 (f)). There is no limitation as to percentage of the portfolio that may be invested in this category, however, purchases of callable Federal Agency obligations are limited to a maximum of 30 percent of portfolio.

9.6 Municipal Securities. Registered state warrants or treasury notes or bonds of this state or any of the other 49 states, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of this state or any of the other 49 United States;

Bonds, notes, warrants, or other evidences of indebtedness of any local agency within this state, including the District's bonds.

Securities must have a long-term debt rating of at least the "A" category, or its equivalent, by a NRSRO; and/or have a short term debt rating of at least "A-1", or its equivalent, by a NRSRO. A maximum of 20 percent of the portfolio may be invested in this category.

9.7 Bankers' Acceptances. Banker's acceptances otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank; Purchases are limited to bankers' acceptances issued by domestic or foreign banks, which are eligible for purchase by the Federal Reserve System. Purchases of bankers' acceptance may not exceed 180 days maturity. Eligible bankers' acceptances are restricted to issuing financial institutions with a short-term debt rating of at least "A-1", or its equivalent, by a NRSRO. A maximum of 25 percent of the portfolio may be invested in this category.

9.8 Commercial Paper. Commercial paper of "Prime" quality or the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or (2):

(1) (i) is organized and operating in the United States as a general corporation, (ii) has total assets in excess of five hundred million dollars (\$500,000,000), and (iii) has debt other than commercial paper, if any, that is rated in at least the “A” category, or its equivalent, by a NRSRO.

(2) The entity meets the following criteria: (i) is organized within the United States as a special purpose corporation, trust, or limited liability company, (ii) has programwide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond, (iii) has commercial paper that is rated “A-1” or the equivalent or higher by a NRSRO.

Eligible commercial paper shall have a maximum maturity of 397 days or less. A maximum of 25 percent of the portfolio may be invested in this category. Under a provision sunsetting on January 1, 2031, no more than 40% of the portfolio may be invested in Commercial Paper if the District’s investment assets under management are greater than \$100,000,000.

9.9

Repurchase Agreements. Investments in repurchase agreements or reverse repurchase agreements or securities lending agreements are to be used as short-term investments not to exceed 90 days. Repurchase agreements shall be made with counterparties that are primary dealers of the Federal Reserve Bank of New York or a nationally or state-chartered bank that has or has had a significant banking relationship with District. Furthermore, the counter-party shall have the following qualifications: (i) a long-term debt rating of at least the “A” category, or its equivalent, by a NRSRO; (ii) a short-term credit rating of at least “A-1” or its equivalent, by a NRSRO; (iii) minimum assets and capital size of \$25 billion in assets and \$350 million in capital; (iv) five years of acceptable audited financial results; and (v) a strong reputation among market participants.

The District shall have a properly executed master repurchase agreement with each counter-party for which it enters into an agreement for repurchase agreements. Collateral of at least 102 percent of market value of principal and accrued interest is required. For any repurchase agreement with a term of more than one day, the value of the underlying securities must be reviewed on an on-going basis according to market conditions. Market value must be calculated each time there is a substitution of collateral. Collateral is limited to obligations

of the United States government and its agencies. Collateral must be delivered to the District's custodian bank or handled under a properly executed master repurchase agreement. The District, or its trustee, shall have a perfected first security interest in all collateral. A maximum of 10 percent of the portfolio may be invested in this category.

9.10 Medium-Term notes. Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States (CGC §53601 (k)). Purchases are limited to securities that have a long-term debt rating of at least the "A" category, or its equivalent, by a NRSRO. A maximum of 30 percent of the portfolio may be invested in this category.

9.11 Mutual Funds and Money Market Mutual Funds. that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that:

a. Mutual Funds that invest in the securities and obligations as authorized under California Government Code, Section 53601(a) to (k) and (m) to (q) inclusive and that meet either of the following criteria: 1) Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs; or 2) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by California Government Code Section 53601 and with assets under management in excess of \$500 million.

A maximum of 10% of the total portfolio may be invested in the shares of any one mutual fund.

b. Money Market Mutual Funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria: 1) attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs or 2) retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than

five years of experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000).

A maximum of 20 percent of the portfolio may be invested in the shares of any one Money Market Mutual Fund.

If the District has funds invested in a money market fund, a copy of the fund's information statement shall be maintained on file. In addition, the Chief Financial Officer/or Treasurer should review the fund's summary holdings on a quarterly basis.

c. No more than 20% of the total portfolio may be invested in these securities.

9.12 Bank Deposits. FDIC insured or fully collateralized bank deposits, including, but not limited to, demand deposit accounts, savings accounts, market rate accounts and time deposits issued by a state or national bank, savings and loan associations, or state or federal credit unions located in California (CGC §53630 et. Seq.) A written depository contract is required with all institutions that hold District deposits requiring that deposits be collateralized in accordance with CGC. The Chief Finance Officer/or Treasurer, at his/her discretion, may waive the collateralization requirements for any portion that is covered by federal deposit insurance. Securities placed in a collateral pool must provide coverage for at least 100 percent of all deposits that are placed in that institution. Acceptable pooled coverage is governed by CGC §53651. Real estate mortgages are not considered acceptable collateral by the District, even though they are permitted in CGC §53651 (m). All financial institutions holding District deposits are required to provide the District with regular statements of pooled collateral. The report will state they are meeting the 100 percent collateral rule, a listing of all collateral with location and market value, plus an accountability of the total amount of deposits secured by the pool. In accordance with CGC §53638, no deposit shall exceed the shareholder's equity of any depository bank, nor shall a deposit exceed the total net worth of any institution. No deposits shall be made at a state or federal credit union if a member of the Board or the General Manager or Chief Financial Officer/or Treasurer of the District services on the Board of Directors or a committee of the credit union. The maturity of time deposits (TCDs) may not exceed 4 years.

There is no limit on the percentage of the portfolio that may be invested in bank deposits. However, a maximum of 20% of the portfolio may be invested in TCDs.

- 9.13 Local Government Investment Pools (LGIP).** Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7. To be eligible for purchase, the pool shall meet all of the following conditions: (i) must meet the requirements of California Government Code Section 53601(p), (ii) the pool must seek to maintain a stable Net Asset Value (NAV), and (iii) the pool must be rated in at least the “AA” category, or its equivalent, by a NRSRO. A maximum of 50 percent of the portfolio may be invested in this category. Whenever the District has any funds invested in a LGIP, the Chief Financial Officer/or Treasurer shall maintain on file a copy of the pool’s current information statement. In addition, the Chief Financial Officer/or Treasurer should review the pool’s summary portfolio holdings on a quarterly basis.
- 9.14 Supranationals.** US dollar-denominated senior unsecured unsubordinated obligations or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank. The securities must be rated in the “AA” category or higher by a NRSRO. No more than 30% of the portfolio may be invested in these securities and no more than 10% per issuer. The maximum maturity is five years.
- 9.15 Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities, and Collateralized Mortgage Obligations from issuers not defined in sections 9.1 and 9.5 of the Authorized Investments of this policy,** provided that the securities are rated in a rating category of “AA” or its equivalent or higher by a NRSRO. No more than 20% of the total portfolio may be invested in these securities. No more than 5% of the portfolio may be invested in a single Asset-Backed or Commercial Mortgage Security Issuer. The maximum legal final maturity may not exceed five years.

Section 10. Pooled Investment /Mutual Fund Information Requirements

Insofar as this policy allows available funds to be deposited into pooled investment accounts, a thorough investigation of the pool is required prior to investing, and on a continual basis. There shall be a questionnaire developed which will answer the following general questions:

- A description of eligible investment securities, and a written statement of investment policy and objectives;
- A description of interest calculations and how it is distributed, and how gains and losses are treated;
- A description of how the securities are safeguarded (including the settlement processes), and how often are the securities are priced and the program audited;
- A description of who may invest in the program, how often, what size deposit and withdrawal are allowed;
- A schedule for receiving statements and portfolio listings;
- Are reserves, retained earnings, etc., utilized by the pool?
- A fee schedule, and when and how it is assessed;
- Is the pool eligible for bond proceeds and/or will it accept such proceeds?

Section 11. Collateralization will be required on Certificates of Deposit, unless they are FDIC insured. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 110% of market value of principal and accrued interest.

Collateral will always be held by an independent third party with whom the District has a current written custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the District and retained. The right of collateral substitution is granted.

Section 12. Prohibited Investments Under provisions of CGC §53601.6 and §53651.5, the District shall not invest any funds covered by this policy in equity securities, inverse floaters, range notes, interest-only strips that are derived from a pool of mortgages, or any investment that could result in zero interest earned if held to maturity. Under a provision sunsetting on January 1, 2031, securities backed by the US Government that could result in a zero- or negative-interest accrual if held to maturity are permitted. The purchase of a security with a forward settlement date exceeding 45 days from the time of purchase is prohibited.

The purchase of any investment permitted by the Government Code, but not listed as an authorized investment in this Policy is prohibited without prior approval of the Board.

Section 13. Safekeeping of Securities All security transactions entered into by the District shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third-party custodian designated by the Chief Financial Officer/or Treasurer and evidenced by safekeeping receipts. A monthly report will be received by the District from the custodian listing all securities held in safekeeping with current market data and other information.

The only exceptions to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; (ii) time certificates of

deposit; (iii) mutual funds and money market mutual funds, since these securities are not deliverable.

Section 14. Risk Management, Diversification and Maximum Maturities

The District will diversify its investments by security type and institution. Assets shall be diversified to eliminate the risk of loss resulting from over-concentration of assets in a specific maturity, a specific issuer or a specific class of securities. Diversification shall be determined and revised periodically. Adequate diversification shall be applied to the individual issuers of debt, both within each class of investments and collectively. With the exception of U. S. Treasury securities, Federal Agency securities, LGIPs, LAIF, CalTRUST securities, and authorized pools, no more than 50% of the District's total investment portfolio will be invested in a single security type or with a single financial institution. No more than 5% of the total portfolio may be invested in securities issued by any single issuer with the exception of US Treasuries, US Agencies, Supranationals, LAIF, CalTRUST, money market funds, mutual funds, LGIPs, or unless otherwise specified in this investment policy.

- 14.1** To the extent possible, the District will attempt to match its investments with anticipated cash flow requirements. The District will maintain a minimum of six months of budgeted operating expenditures in short-term investments to provide sufficient liquidity for expected disbursements. The District will not directly invest in securities maturing more than five years from the settlement date, with the exception of US Treasuries, Agencies and Municipal Securities.
- 14.2** The Chief Financial Officer/or Treasurer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.
- 14.3** If a security owned by the District is downgraded to a level below the requirements of this policy, making the security ineligible for additional purchases, the following steps will be taken:
 - Any actions taken related to the downgrade by the investment manager will be communicated to the Chief Financial Officer/or Treasurer in a timely manner.

If a decision is made to retain the security, the credit situation will be monitored and reported to the Finance Committee of the Board of Directors.

Section 15. Review of Investment Portfolio The Chief Financial Officer/or Treasurer shall periodically, but no less than quarterly, review the portfolio to identify investments that do not comply with this investment policy and establish protocols for

reporting major and critical incidences of noncompliance to the Finance Committee of the Board of Directors.

Section 16. Performance Standards The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs.

Section 16.1. The District's investment strategy is active. The District may sell a security prior to its maturity and record a capital gain or loss in order to manage the quality, liquidity, or yield of the portfolio in response to market conditions or the District's risk preferences. Given this strategy, the basis used by the Chief Financial Officer/or Treasurer to determine whether market yields are being achieved shall be to identify a comparable benchmark to District's portfolio investment duration.

Section 17. Investment Reporting The Chief Financial Officer/or Treasurer shall provide to the Finance Committee of the Board of Directors monthly investment reports that provide a clear picture of the status of the current investment portfolio. The Management Report should include comments on the fixed income markets and economic conditions, discussions regarding restrictions on percentage of investment by categories, possible changes in the portfolio structure going forward, and thoughts on investment strategies.

Schedules in the monthly report should include the following:

- A listing of individual securities held at the end of the reporting period by authorized investment category
- Average life and final maturity of all investments lists
- Coupon, discount, or earnings rate
- Par value, amortized book value and market value
- Percentage of the portfolio represented by each investment category
- Transactions for the period

Section 18. Policy Adoption and Review The District's investment policy shall be adopted by resolution of the District's Board. The policy shall be reviewed annually by the Board and any modifications made thereto must be approved by the Board.

Section 19. Glossary. See attached Glossary.

Section 20. Resolution. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was duly adopted at a Regular Meeting of the Board of Directors of West Valley Water District by motion made, seconded, and duly carried on

ROLL CALL:

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

WEST VALLEY WATER DISTRICT

Greg Young
President of the Board

ATTEST:

, Board Secretary

GLOSSARY

AGENCIES. Federal agency securities and/or Government-sponsored enterprises.

ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR). An official annual report of a local government. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory materials, and detailed Statistical Section.

ASKED. The price at which securities are offered.

ASSET-BACKED SECURITIES (ABS). Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

BANKERS' ACCEPTANCES. A money market instrument created to facilitate international trade transactions. It is highly liquid and the risk of the trade transactions is transferred to the bank which "accepts" the obligation to pay the investor.

BENCHMARK. A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

CERTIFICATE OF DEPOSIT (CD). A time deposit with a specific maturity evidenced by a certificate.

COLLATERAL. Securities, evidence of deposit, or other property that a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COLLATERALIZED MORTGAGE OBLIGATION (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

COMMERCIAL PAPER. The short-term unsecured debt of corporations.

COUPON. (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DELIVERY VERSUS PAYMENT. There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DISCOUNT. The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES. Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value (U. S. Treasury Bills).

DIVERSIFICATION. Dividing investment funds among a variety of securities offering independent returns.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC). A federal agency that insures bank deposits, currently up to \$250,000 per deposit.

FEDERAL HOME LOAN BANKS (FHLB). Government sponsored wholesale banks (currently 12 regional banks) that lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

FIDUCIARY. A person or organization that acts on behalf of another person(s) or organization that puts their clients' interest ahead of their own as they are bound both legally and ethically to act in the best interest of their clients.

JOINT POWERS AUTHORITY (JPA). An entity created by two or more public agencies that share a common goal in order to jointly exercise powers common to all members through a joint powers agreement or contract.

LIQUIDITY. A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LOCAL GOVERNMENT INVESTMENT FUND (LAIF). A voluntary investment fund open to government entities and certain non-profit organizations in California that is managed by the State Treasurer's Office.

LOCAL GOVERNMENT INVESTMENT POOL. Investment pools that range from LAIF to county pools, to Joint Powers Authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

MARKET VALUE. The price at which a security is trading and could presumably be purchased or sold.

MATURITY. The date upon which the principal of stated value of an investment becomes due and payable. An investment's term or remaining maturity is measured from the settlement date to final maturity.

MONEY MARKET. The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

MONEY MARKET MUTUAL FUND. A mutual fund that invests exclusively in short-term securities that comply with SEC Rule 2a-7. Money market mutual funds attempt to keep their net asset values at \$1 per share.

MORTGAGE PASS-THROUGH SECURITIES. A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

MUNICIPAL SECURITIES. Securities issued by state and local agencies to finance capital and operating expenses.

MUTUAL FUNDS. Entities that pool the funds of investors and invest those funds in a set of securities which are specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO). A credit rating agency that the Securities and Exchange Commission in the United States uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Moody's, S&P, and Fitch.

NEGOTIABLE CERTIFICATE OF DEPOSIT (NCD). A short-term debt instrument that pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. Negotiable CDs are traded in a secondary market.

PORTFOLIO. Collection of securities held by an investor.

PRUDENT INVESTOR (PRUDENT PERSON) RULE. A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence, and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

RATE OF RETURN. The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond the current incomes return.

REPURCHASE AGREEMENT. Short-term purchases of securities with simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a reverse repurchase agreement.

SAFEKEEPING. A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

STRUCTURED NOTES. Notes issued by Government Sponsored Enterprises (FHLB) and corporations that have imbedded options (call features, etc.,) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

SUPRANATIONAL. A multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

TREASURY BILLS. A non-interest bearing discount security issued by the U. S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BONDS. Long-term coupon-bearing U. S. Treasury securities issued as direct obligations of the U. S. Government and having initial maturities of more than 10 years.

TREASURY NOTES. Medium-term coupon-bearing U. S. Treasury securities issued as direct obligations of the U. S. Government and having initial maturities from two to 10 years.

YIELD. The rate of annual income return on an investment, expressed as a percentage. (a) Income Yield is obtained by dividing the current dollar income by the current market price for the security, (b) Net Yield or Yield to maturity is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.



STAFF REPORT

DATE: August 6, 2026
TO: Board of Directors
FROM: Jose Velasquez, Chief Financial Officer
SUBJECT: Purchase Order Report - June 2026

STRATEGIC GOAL:

Strategic Goal 6 – Demonstrate Effective Financial Stewardship; Objective 6D - Maintain a Data Driven Approach and Financial-Based Decision-Making

MEETING HISTORY:

07.13.26 - Finance Committee Meeting

BACKGROUND:

The West Valley Water District ("District") generated forty-six (46) Purchase Orders ("PO") in the month of June 2026 to various vendors that provide supplies and services to the District. The total amount issued to PO's for the month of June 2026 was \$1,214,453.31. A table listing all Purchase Orders for June 2026 is shown in **Exhibit A**. In examining the monthly activity of purchase orders \$25,000 or greater, it reveals four (4) PO's amounting to \$936,151.13, or 77% of the total contractual obligations entered into during the month.

DISCUSSION:

The General Manager approved zero (0) Change Orders ('CO') during the month of June 2026.

FISCAL IMPACT:

There is no fiscal impact for producing the June 2026 Purchase Order Report.

STAFF RECOMMENDATION:

Approve the June 2026 Purchase Order Report.

Attachments

[Exhibit A - Purchase Order Summary Report - June 2026.pdf](#)

Exhibit A



West Valley Water District, CA

Purchase Order Summary Report

Purchase Order Detail

Issued Date Range 06/01/2026 - 06/30/2026

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
26-0543	Misc. Repairs on District Vehicles 02884 - GLEM STEVENSON TZI	Completed West Valley Water District	6/2/2026 6/16/2026	0.00	2,410.00
26-0544	Clean Truck Check 03049 - FLEETCREW, INC	Partially Received West Valley Water District	6/2/2026 6/16/2026	0.00	1,923.00
26-0545	Painting of flooring with epoxy coating 02581 - CRAMER PAINTING INC	Outstanding West Valley Water District	6/3/2026 6/17/2026	0.00	8,600.00
26-0546	H7 Pipeline Camera System 02244 - PRES-TECH PRES TECH EQUIPMENT COMPANY	Outstanding West Valley Water District	6/3/2026 6/17/2026	0.00	9,993.63
26-0547	Replacement 90 Degree Suction Tube 01654 - HAAKER EQUIPMENT COMPANY	Outstanding West Valley Water District	6/3/2026 6/17/2026	0.00	2,107.15
26-0549	Commercial Class A Drivers Training 03047 - WADE R. MITCHELL	Completed West Valley Water District	6/3/2026 6/17/2026	0.00	5,000.00
26-0550	Emergency repairs per DDW 02366 - BLUE LOCKER COMMERCIAL DIVING SERVICES,	Outstanding West Valley Water District	6/3/2026 6/17/2026	0.00	7,500.00
26-0551	Emergency replacement of PRV 00206 - MERLIN JOHNSON CONST INC.	Outstanding West Valley Water District	6/3/2026 6/17/2026	0.00	8,000.00
26-0552	O&M Annual Operating Fee for Well 8A, PS 4-1 & PS 02736 - MOTIVE ENERGY STORAGE SYSTEMS INC	Completed West Valley Water District	6/3/2026 6/17/2026	0.00	15,000.00
26-0553	Record Management - District Annual Destruction 03051 - STERICYCLE, INC	Outstanding West Valley Water District	6/3/2026 6/17/2026	0.00	4,091.71
26-0554	Repairs for Blue White Chemical Feed Pumps 01288 - BLUE - WHITE INDUSTRIES LTD	Outstanding West Valley Water District	6/3/2026 6/17/2026	0.00	6,096.02
26-0555	RP Backflows 02933 - BACKFLOW PREVENTION DEVICE INSPECTIONS	Completed West Valley Water District	6/4/2026 6/18/2026	0.00	16,769.18
26-0556	Computer supplies June 26 02325 - AMAZON.COM SALES INC	Partially Received West Valley Water District	6/4/2026 6/18/2026	0.00	1,979.10
26-0557	Replacment Computers June 26 00326 - CDW GOVERNMENT INC	Completed West Valley Water District	6/4/2026 6/18/2026	0.00	13,564.38
26-0558	Succulents Class at WVWD 06.13.2026 02577 - GREEN MEDIA CREATIONS INC	Outstanding West Valley Water District	6/4/2026 6/18/2026	0.00	3,500.00
26-0559	4" Hydrant Meters 02444 - ROBERT GALLEGOS INC	Completed West Valley Water District	6/4/2026 6/18/2026	0.00	5,269.54
26-0560	Purchase of 24" backwash meter 00492 - MCCALLS METERS INC	Outstanding West Valley Water District	6/8/2026 6/22/2026	0.00	17,066.36
26-0561	Roemer GAC TOC Repair 02626 - VEOLIA WTS ANALYTICAL INSTRUMENTS INC	Outstanding West Valley Water District	6/9/2026 6/23/2026	0.00	5,061.60

Purchase Order Summary Report
Issued Date Range 06/01/2026 - 06/30/2026

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
26-0562	3A-1 BS #4 Pull & Inspect 01124 - GENERAL PUMP COMPANY INC	Outstanding West Valley Water District	6/9/2026 6/23/2026	0.00	6,755.00
26-0563	Yo Fire Copper Order 00748 - YO FIRE	Received West Valley Water District	6/10/2026 6/10/2026	0.00	18,900.00
26-0564	YO FIRE INVENTORY ORDER 00748 - YO FIRE	Outstanding West Valley Water District	6/10/2026 6/10/2026	0.00	12,655.00
26-0565	ag16 guard x4 as16 column x4 for F.B.R DIONEX 01221 - THERMO ELECTRON NORTH AMERICA LLC	Completed West Valley Water District	6/10/2026 6/24/2026	0.00	10,250.71
26-0566	Water Quality Postcard - Printing 01311 - MINUTEMAN PRESS OF RANCHO CUCAMONGA	Completed West Valley Water District	6/10/2026 6/24/2026	0.00	5,613.95
26-0567	YO FIRE ORDER 6.11.26 00748 - YO FIRE	Outstanding West Valley Water District	6/11/2026 6/11/2026	0.00	4,438.00
26-0568	Water Quality Report Postage 01311 - MINUTEMAN PRESS OF RANCHO CUCAMONGA	Completed West Valley Water District	6/12/2026 6/26/2026	0.00	5,769.41
26-0569	Blending Plan Well 2 00097 - TESCO CONTROLS INC	Outstanding West Valley Water District	6/12/2026 6/26/2026	0.00	15,300.00
26-0570	Auditing Services 01228 - THE PUN GROUP LLP	Partially Received West Valley Water District	6/15/2026 6/29/2026	0.00	5,000.00
26-0571	12" Hymaxx Coupling 01657 - CORE & MAIN LP	Outstanding West Valley Water District	6/18/2026 6/18/2026	0.00	1,311.20
26-0572	12" Hymaxx order 01089 - S&J SUPPLY CO INC	Outstanding West Valley Water District	6/18/2026 6/18/2026	0.00	1,850.00
26-0573	BMI Fire Hydrant 3" meters 00195 - BADGER METER INC	Outstanding West Valley Water District	6/17/2026 7/1/2026	0.00	13,633.18
26-0574	Standing Desk Converter 02325 - AMAZON.COM SALES INC	Outstanding West Valley Water District	6/16/2026 6/30/2026	0.00	1,871.62
26-0575	PSA for OCMi Inc for the New WVWD Headquarters 03052 - OCMi INC	Outstanding West Valley Water District	6/18/2026 7/2/2026	0.00	521,021.00
26-0576	FBR Dionex consumables 01221 - THERMO ELECTRON NORTH AMERICA LLC	Outstanding West Valley Water District	6/22/2026 7/6/2026	0.00	7,891.89
26-0577	Bloomington 9th at Locust Tie-in Project 03053 - BOUDREAU PIPELINE CORPORATION	Outstanding West Valley Water District	6/22/2026 7/6/2026	0.00	40,380.00
26-0578	Repaired elect issues at 6-1BS #1 01124 - GENERAL PUMP COMPANY INC	Outstanding West Valley Water District	6/24/2026 7/8/2026	0.00	2,512.85
26-0579	Replacment laptop Computers June 2026 00326 - CDW GOVERNMENT INC	Outstanding West Valley Water District	6/24/2026 7/8/2026	0.00	8,056.14
26-0580	3" Hydrant Meters 02444 - ROBERT GALLEGOS INC	Outstanding West Valley Water District	6/24/2026 7/8/2026	0.00	3,793.60
26-0581	May External Newsletter 01052 - INFOSEND INC	Completed West Valley Water District	6/25/2026 7/9/2026	0.00	2,841.81

Purchase Order Summary Report**Issued Date Range 06/01/2026 - 06/30/2026**

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
26-0582	Efficiency Testing Pump Wells 02856 - NICHOLAS HENSCHER	Outstanding West Valley Water District	6/25/2026 7/9/2026	0.00	1,200.00
26-0583	Replacing Wood Flooring on T106 03058 - JB TRAILER SERVICES, INC	Outstanding West Valley Water District	6/25/2026 7/9/2026	0.00	2,171.15
26-0584	Aluminum Chlorohydrate for Roemer 00810 - STERLING WATER TECHNOLOGIES LLC	Completed West Valley Water District	6/26/2026 7/10/2026	0.00	31,796.61
26-0586	Grainger Water Dispenser 00066 - GRAINGER INC	Completed West Valley Water District	6/30/2026 7/14/2026	0.00	2,601.00
26-0587	Major Service PM for Air Compressor's 02530 - MAQPOWER COMPRESSORS CORP	Outstanding West Valley Water District	6/30/2026 7/14/2026	0.00	3,563.91
26-0588	BLANKET PO REPLACES 26-0502 02857 - FRANK CONSOLIDATED ENTERPRISES, LLC	Completed West Valley Water District	6/30/2026 7/14/2026	0.00	1,896.91
27-0003	LP619 8H Maint Order 00748 - YO FIRE	Outstanding West Valley Water District	6/30/2026 7/14/2026	0.00	4,493.18
27-0006	Emergency Project - Well 1A 01124 - GENERAL PUMP COMPANY INC	Outstanding West Valley Water District	6/30/2026 7/14/2026	0.00	342,953.52

Purchase Order Count: (46)**Total Trade Discount: 0.00****Total: 1,214,453.31**



STAFF REPORT

DATE: August 6, 2026
TO: Board of Directors
FROM: Jose Velasquez, Chief Financial Officer
SUBJECT: Treasurer's Report - May 2026

STRATEGIC GOAL:

Strategic Goal 6 – Demonstrate Effective Financial Stewardship, Objective 6D - Maintain a Data Driven Approach and Financial-Based Decision-Making.

MEETING HISTORY:

07.13.26 - Finance Committee Meeting

BACKGROUND:

On a monthly basis, the Finance Committee meets with the General Manager and Finance Staff to review the Treasurer's Report that covers the prior month. This encompasses balances, reserve levels, reserve classifications, interest earned, investment maturities, re-investments made during the month, and compliance with the State of California Local Agency Investment Guidelines.

DISCUSSION:

West Valley Water District ("District") contracts with the Clifton Larson Allen LLP to prepare the monthly Treasurer's Report. This is an independent report that opines on the investment balances, classifications, and activity. This report also examines the District's investment policy to ensure it complies with the State of California's Local Agency Investment Guidelines (Government Code Section 53601(b)). The Treasurer's Report for the month of May 2026, hereto attached as **Exhibit A**, is presented to the Board of Directors for review and discussion.

FISCAL IMPACT:

The monthly cost of \$3,100 for completion of the report was included in the FY 2025-26 annual budget.

REQUESTED ACTION:

Approve the May 2026 Treasurer's Report.

Attachments

[Exhibit A - Treasurer Report May 2026.pdf](#)

EXHIBIT A

West Valley Water District Cash, Investment & Reserve Balances - May 31, 2026

20

Institution/Investment Type	April 2026 Balance	May 2026 Balance
Funds Under Control of the District:		
District Cash Drawers	\$ 4,300.00	\$ 4,300.00
	\$ 4,300.00	\$ 4,300.00
Checking and Savings:		
Chase - General Government Checking	\$ 1,760,778.02	\$ 2,094,076.89
Chase - Special Rebate Checking	\$ -	\$ -
Chase - UTC Routine Checking	\$ 5,000.56	\$ 5,000.56
Chase - UTC Non-Routine Checking	\$ 48,636.50	\$ 48,636.50
	\$ 1,814,415.08	\$ 2,147,713.95
State of California, Local Agency Investment Fund*	\$ 23,692,005.85	\$ 23,692,005.85
US Bank - Chandler Asset Mgmt	\$ 63,391,636.98	\$ 63,422,375.78
US Bank - Chandler Liquidity Fund	\$ 38,235,996.34	\$ 38,354,739.40
CalTrust Pooled Investment Fund - Short Term	\$ -	\$ -
CalTrust Pooled Investment Fund - Medium Term	\$ -	\$ -
U. S. Treasury Bills	\$ -	\$ -
Government Agencies (Federal Home Loan Bank)	\$ -	\$ -
Total	\$ 127,138,354.25	\$ 127,621,134.98
Funds Under Control of Fiscal Agents:		
US BANK		
2016A Bond - Principal & Payment Funds	\$ 1,415.70	\$ 1,419.50
2016A Bond - Interest Fund	\$ 184.27	\$ 184.77
Total	\$ 1,599.97	\$ 1,604.27
Grand Total	\$ 127,139,954.22	\$ 127,622,739.25

OPERATING CASH	Minimum Balance	Target Balance	Maximum Balance
Balance Available for Daily Operations	\$ 23,003,869.14	\$ 25,222,515.36	\$ 12,464,417.21
Total Operating Cash	\$ 23,003,869.14	\$ 25,222,515.36	\$ 12,464,417.21
UNRESTRICTED RESERVES			
CAPITAL RESERVES			
Capital Project Account - 100% FY 25-26	\$ 27,656,397.00	\$ 27,656,397.00	\$ 32,000,000.00
Capital Project Account-25% FY 26-27	\$ 1,818,250.00	\$ 1,818,250.00	\$ 8,000,000.00
Emergency Account	\$ (2,218,646.22)	\$ (4,437,292.44)	\$ (6,655,938.66)
	\$ 27,256,000.78	\$ 25,037,354.56	\$ 33,344,061.34
LIQUIDITY FUNDS			
Rate Stabilization Account	\$ 4,451,391.37	\$ 4,451,391.37	\$ 5,935,188.49
Operating Reserve Account	\$ 8,902,782.74	\$ 8,902,782.74	\$ 11,870,376.99
	\$ 13,354,174.11	\$ 13,354,174.11	\$ 17,805,565.48
OTHER OPERATING RESERVES			
Self-Insurance Reserve	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00
	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00
Total Unrestricted Reserves	\$ 45,610,174.89	\$ 43,391,528.67	\$ 56,149,626.82
Total OP Cash & UR Reserves	\$ 68,614,044.03	\$ 68,614,044.03	\$ 68,614,044.03
RESTRICTED RESERVES			
2016A Bond	\$ 1,604.27	\$ 1,604.27	\$ 1,604.27
Customer Deposit Accounts	\$ 5,051,549.21	\$ 5,051,549.21	\$ 5,051,549.21
Capacity Charge Acct Balance	\$ 52,120,830.64	\$ 52,120,830.64	\$ 52,120,830.64
California DWSRF Loan Payment	\$ 1,834,711.10	\$ 1,834,711.10	\$ 1,834,711.10
CIP account in LAIF for capital purposes	\$ -	\$ -	\$ -
Total Restricted Reserves	\$ 59,008,695.22	\$ 59,008,695.22	\$ 59,008,695.22
Total Cash & Investments	\$ 127,622,739.25	\$ 127,622,739.25	\$ 127,622,739.25

I hereby certify that the investment activity for this reporting period conforms with the investment policy adopted by the West Valley Water District Board of Directors and the California Government Code Section 53601
I also certify that there are adequate funds available to meet the District's Budget.

Chief Financial Officer

*Quarterly interest posted the month following the quarter end.

Note:

All significant assumptions, methodologies and analyzed amounts were discussed with and agreed to by the District's accounting staff. From this conversation, we believe the District's accounting staff has the requisite knowledge and understanding of the processes/analyses prepared by CLA as not to impair our independence.

Total Fund Balance

When comparing the District's total fund balances month-over-month between May 2026 (\$127,622,739.25) and April 2026 (\$127,139,954.22), CLA found the fund balance increased by \$482,785.03 between May 2026 and April 2026.

U.S. Bank Chandler Custodial Account

Cash/Money Market - Per Section 9.11 of the District's investment policy, "The company shall have met either one of the following criteria: 1) attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs "Nationally Recognized Statistical Rating Organization" or 2) retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years of experience managing money market mutual funds with assets under management in excess of five hundred million dollars." Based on Chandler Asset Management's reconciliation summary for the period ending May 31, 2026, CLA was able to confirm the District's cash and money-market securities were in accordance with the investment policy. CLA compared various financial documents for the District's cash and securities and found that all the District's holdings were in alignment with the requirements set forth in the investment policy.

In addition to ensuring that the District's money market funds attained the highest ranking provided by more than one NRSRO, the District also met the requirements outlined in Section 9.11 of the investment policy through its established relationship with Chandler Asset Management. With total assets under management of over \$42 billion with over thirty-five years of experience in managing money market mutual funds, Chandler Asset Management exceeds the requirements of the District's policy.

Per the investment policy, the maximum percentage of District investments in money market funds is capped at 20%. Similarly, the allowable mutual fund and money market account instruments per California government code (Sections 53601(l) and 53601.6(b)) for local government entities are also capped at 20%. The District's money market balance percentage as of May 31, 2026 is 0.69%. Therefore, the District is following both the investment policy and California governmental code.

United States Treasury Issues – Per Section 9.1 of the investment policy, "there's no limitation as to the percentage of the portfolio that may be invested in this category."

The District's investment policy is in uniformity with the State of California's Local Agency Investment Guidelines (Government Code Section 53601(b)). These guidelines establish that maximum investment maturities for United States Treasury Obligations are limited to five years. However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five-year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity

limit. These guidelines do not establish a maximum specified percentage of the District's investment portfolio for United States Treasury Obligations.

As of May 31, 2026, 55.65% of the District's total portfolio is invested in United States Treasury Issues. There are seven investments that exceed the five-year maturity term. With no maximum percentage established for United States Treasury Issues, the District is in conformity with the investment policy and the State of California's Local Agency Investment Guidelines.

Negotiable Certificates of Deposit – Section 9.4 of the District's investment policy states "purchases are limited to securities that have a long-term debt rating of at least the "A" category, or its equivalent, by a NRSRO." All instruments categorized as negotiable certificates of deposit in the District's portfolio follow Section 9.4 of the investment policy, as each security has a satisfactory long-term debt rating, and the investment matures within the five-year time frame as dictated in the policy. Based on the Chandler report, the purchase dates for all medium-term notes fall within the five-year framework established in the investment policy.

Per Section 9.4 of the investment policy, the maximum percentage of investments in negotiable certificates of deposit is 30% of the portfolio.

The District's investment policy is also in accordance with the State of California's Local Agency Investment Guidelines (Government Code Section 53601(i)) regarding negotiable certificates of deposit. These guidelines establish a maximum specified percentage of the District's investment portfolio for certificates of deposit at 30%. The State of California's guidelines also establish that maximum investment maturities for medium-term notes are limited to five years.

Negotiable certificates of deposit constitute 0.0% of the District's total investment balance as of May 31, 2026. Therefore, the District is following both the investment policy and the State of California's standards.

Medium-Term Notes – Section 9.10 of the District's investment policy states "purchases are limited to securities that have a long-term debt rating of at least the "A" category, or its equivalent, by a NRSRO." The investment policy also states that medium-term notes should have a "maximum remaining maturity of five years or less." All instruments categorized as medium-term notes in the District's portfolio follow Section 9.10 of the investment policy, as each security has a satisfactory long-term debt rating, and the investment matures within the five-year time frame as dictated in the policy. Based on CLA's analysis, the purchase dates for all medium-term notes fall within the five-year framework established in the investment policy.

Per Section 9.10 of the investment policy, the maximum percentage of investments in medium short-term notes is 30% of the portfolio.

The District's investment policy is also in accordance with the State of California's Local Agency Investment Guidelines (Government Code Section 53601(k)) regarding medium-term notes. These guidelines establish a maximum specified percentage of the District's investment portfolio for medium-term notes at 30%. The State of California's guidelines also establish that maximum investment maturities for medium-term notes are limited to five years.

Medium-term notes constitute 10.58% of the District's total investment balance as of May 31, 2026. Therefore, the District is following both the investment policy and the State of California's standards.

Federal Agency Obligations – Per Section 9.5 of the District's investment policy, "there is no limitation as to the percentage of the portfolio that may be invested in this category, however, purchases of callable Federal Agency obligations are limited to a maximum of 30 percent of the portfolio." Although the policy does not explicitly list the bond rating requirements for federal agency obligations, all the District's current federal agency holdings are rated AAA by multiple NRSROs as of May 31, 2026.

While the State of California's Local Agency Investment Guidelines have not established a maximum specified percentage for investments in federal agency obligations, these guidelines establish that maximum investment maturities for Federal Agency Obligations are limited to five years (Government Code Section 53601(f)). However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five-year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit.

Federal agency obligations represent 11.40% of the District's total investment balance as of May 31, 2026. Therefore, the District is in accordance with both its investment policy as well as the guidelines set forth by the State of California.

Municipal Bonds – Per Section 9.6 of the District's investment policy, "purchases are limited to securities that have a long-term debt rating of at least the "A" category, or its equivalent, by a NRSRO; and/or have a short term debt rating of at least "A-1", or its equivalent, by a NRSRO." The maximum percentage of District investments in municipal bonds is capped at 20%.

While the State of California's Local Agency Investment Guidelines have not established a maximum specified percentage for investments in municipal bonds, these guidelines establish that maximum investment maturities for Federal Agency Obligations are limited to five years (Government Code Section 53601(d)). However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five-year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit.

Municipal bonds represent 0.75% of the District's total investment balance as of May 31, 2026. Therefore, the District is in accordance with both its investment policy as well as the guidelines set forth by the State of California.

Local Agency Investment Fund (LAIF)

The State of California, Local Agency Investment Fund (LAIF) processes a same-day transaction if notified by 10:00 am. This ability satisfies the investment requirement of 24-hour liquidity as stipulated in the investment policy for the District.

Per Section 9.2 of the District's investment policy, the maximum percentage of investments in the State of California, Local Agency Investment Fund is unlimited.

The District's investment policy is also in accordance with the State of California's Local Agency Investment Guidelines (Government Code Section 16429.1) concerning the Local Agency Investment Fund. These

guidelines establish no maximum specified percentage of the District's investment portfolio while also dictating no maximum maturity date for LAIF investments.

Per the Standard and Poor's rating system, California's Current Credit Rating is AA-, identifying the credit quality of the fund's portfolio performance as strong.

As of the period ending May 31, 2026, the District's Local Agency Investment Fund balance represents 18.56% of the District's entire portfolio. Therefore, the District is following the investment policy as well as the standards of the Local Agency Investment Guidelines.

Based on the LAIF performance report dated May 20, 2026, LAIF investments had a net-yield of 3.810%. Regarding portfolio composition, LAIF fund investments were split into the following categories (percentages may not total 100% due to rounding):

- Treasuries- 58.59%
- Agencies- 20.92%
- Certificates of Deposit/Bank Notes- 10.15%
- Commercial Paper- 6.52%
- Time Deposits- 3.08%
- Loans- 0.13%
- Corporate Bonds- 0.61%

On May 20, 2019, the District received a \$3 million dollar settlement as part of a larger association of local water districts and municipalities, from the San Gabriel Valley Water Company, Fontana Union Water Company, and the San Gabriel California Corporation. Per the settlement agreement, "West Valley and the non-settling plaintiffs separately asserted six claims alleging breach of contract and other claims arising from the 1961 Decree." The 1961 Decree governs groundwater pumping from a portion of the Rialto-Colton Basin. The claims also concern the defendants (Fontana Parties) pumping from a portion of the Rialto-Colton Basin that is outside the Rialto Basin as defined by the 1961 Decree. The San Bernardino Basin Area and most but not all the Rialto-Colton Basin are located within the service area of the Valley District and this violation served as the basis of the settlement.

The settlement check was received and deposited into the District's General Government Checking bank account and the District's board approved the transfer of the \$3 million in settlement funds to the District's LAIF account on April 4, 2019. While these funds have been earmarked for Capital Improvement Projects, the District has yet to allocate these funds to any specific project and the District will house all settlement funding in the LAIF account until board approval is received for the allocation of these funds.

On March 19, 2026 the Board approved the allocation of \$3 million for the purchase of land for West Valley Water District's new headquarters. The approved funds were transferred on April 30, 2026, to support the completion of the land purchase.

The Investment Trust of California (Cal TRUST)

Section 9.3 of the District's investment policy states "no limit will be placed on the percentage total in this category." The State of California also fails to establish a maximum percentage total for investment trusts per Government Code Section 16340. As of the period ending May 31, 2026, the District's CalTRUST

investment balance represents 0% of the District's entire portfolio. Therefore, the District is following the investment policy and the standards set forth by the State of California as it relates to CalTRUST securities.

Bank Deposits

Based on the District's investment policy, "Securities placed in a collateral pool must provide coverage for at least 100 percent of all deposits that are placed in that institution." As of May 31, 2026, the District maintained balances within the FDIC limit of \$250,000 for each of its bank accounts, except for the Chase General Governmental Checking account. The Chase General Governmental Checking account maintains funds for operational purposes and normally carries a balance of at least \$800,000 which represents funding for one payroll, and one accounts payable check run. For May 2026, the balance of the Chase Checking account is greater than \$800,000, due to expected CIP checks that did not clear the bank in May and is expected to clear in June 2026. In addition, a transfer to LAIF of \$2,800,000.00 is expected in June 2026. In CLA's comparison between the District's general Checking account balances for May 2026 (\$2,094,076.89) and April 2026 (\$1,760,778.02), CLA observed an increase in the May 2026 balance of \$333,298.87 versus April 2026 and the variance is a result of regular activities.

During our review of the May 2026 Chase General Governmental Checking account statement, it was noted that there were 5 fraudulent activities totaling \$3,600.00. West Valley Water District ("WVWD") has a procedure where the bank issues a check/ACH exception report for WVWD to review and reject fraudulent checks/ACHs as needed. Currently, WVWD has implemented check number and amount positive pay.

CLA also noted an unusual transaction during our review. For the month of May, there was a deposit received from County of San Bernardino for property tax revenue in the amount of \$871,776.62.

While the District reconciles its deposit accounts monthly, CLA found that the District has historically reported the month-ending bank statement balance on the Treasurer's Report. Because the monthly bank statement does not take any outstanding checks or other withdrawals into account, the District may be overstating the General Government Checking balances on the Treasurer's Report, which ultimately impacts its liquidity.

In May 2026 the UTC Routine Checking account was \$5,000.56 and the UTC Non-Routine Checking account balance was \$48,636.50. The relatively low balances in both accounts (in comparison with the historical balances) is due to the CFO's emphasis on transferring more of its unrestricted cash balances to the District's investments accounts to take advantage of the increased rate of return.

In analyzing the accounting for the District's cash drawers (\$3,600) and petty cash (\$700), per the District's accounting staff, the District's cash drawers are normally reconciled daily. Each drawer is counted by the customer service representative responsible for the drawer and a secondary count is performed by the customer service lead or supervisor prior to the funds being relinquished to the District's armored security provider, Garda, for deposit daily. Cash deposits are reconciled daily by the District's accounting department. Petty cash is normally reconciled by the accounting department monthly. The District's accounting department provided CLA with a formalized reconciliation for the petty cash account and the

cash drawers for May 2026, therefore CLA was able to agree the cash drawers and petty cash balance to the District Cash Drawers summary schedule.

Section 9.12 of the investment policy asserts that “there is no limit on the percentage of the portfolio that may be invested in bank deposits.” Similarly, the State of California’s Government Code for Allowable Investment Instruments fails to dictate any portfolio standards for general bank deposit accounts. Although no maximum has been established for amounts invested in bank deposits by the investment policy or the State of California, CLA can verify that as of May 31, 2026, the District had 1.69% of its portfolio invested in bank deposit accounts.

Commercial Paper

Commercial paper is an unsecured, short-term debt instrument issued by a corporation, typically for the financing of accounts payable and inventories and meeting short-term liabilities. Commercial paper is usually issued at a discount from face value and typically reflects prevailing market interest rates. Per section 9.8 of the investment policy, the entity that issues the commercial paper should meet all the following conditions “(i) is organized and operating in the United States as a general corporation, (ii) has total assets in excess of five hundred million dollars (\$500,000,000), and (iii) has debt other than commercial paper, if any, that is rated at least the “A” category by a NRSRO. For a commercial paper investment to be eligible for the District, the commercial paper shall not have a maximum maturity of 270 days or less and no more than 25% of the District’s portfolio may be invested in this category.

The District’s investment policy is also in accordance with the State of California’s Local Agency Investment Guidelines (Government Code Section 53601 (h)) regarding Commercial Paper. These guidelines establish a maximum specified percentage of the District’s investment portfolio for commercial paper at 25%. The State of California’s guidelines also establish that maximum investment maturities for commercial paper should be 270 days or less.

As of May 31, 2026, the District had 0.00% invested in commercial paper investment. Therefore, the District is following both the investment policy and the State of California’s standards.

Supranational

Supranationals are explicitly defined in Section 9.14 of the investment policy as “US dollar-denominated senior unsecured unsubordinated obligations or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank”. Securities listed as supranationals must be rated in the AA category or higher by a NRSRO and no more than 30% of the District’s portfolio may be invested in these securities with a maximum maturity of five years.

The District’s investment policy is also in accordance with the State of California’s Local Agency Investment Guidelines (Government Code Section 53601(q)) regarding supranationals. These guidelines establish a maximum specified percentage of the District’s investment portfolio for supranationals at 30%. The State of California’s guidelines also establish that maximum investment maturities for supranationals should be five years or less.

As of May 31, 2026, the District’s investments in five securities categorized as supranationals was .68% of the total portfolio and securities maintained a maturity date of less than five years from the original

purchase date. CLA can confirm that the District's supranational investments meet the standards of both the investment policy and the State of California.

Note:

All significant assumptions, methodologies and analyzed amounts were discussed with and agreed to by the District's accounting staff. From this conversation, we believe the District's accounting staff has the requisite knowledge and understanding of the processes/analyses prepared by CLA as not to impair our independence.

Restricted Funds

Bond Proceeds Fund(s) – Balances in the bond proceeds fund accounts represent monies derived from the proceeds of a bond issue. Per the requirements of the District's reserve policy, the target level for the debt service reserve requirement is established at the time of the bond issue. Based on documentation provided to CLA, "no reserve fund has been established in connection with the issuance of the 2016A bonds." Therefore, the May 31, 2026, ending balance of \$1,604.27 satisfies the minimum balance requirements per the District's reserve policy.

Customer Deposit Accounts – Due to fluctuations in the number of utility customer deposits required and the number of development projects in process, no minimum or maximum levels have been established for customer deposit accounts. The customer deposit account balances presented in the treasurer's report are based on the ending balance on the general ledger for the month. The customer deposit accounts are reconciled monthly. CLA was able to confirm that the customer deposit accounts balance presented on the May 2026 Treasurer's Report reconciles with the District's general ledger. The May 31, 2026, balance of \$5,051,549.21 in customer deposit accounts satisfies the balance requirements of the District's reserve policy.

Capacity Charge Account – The District's reserve policy does not explicitly address or specify any minimum or maximum funding levels for capacity charge accounts. However, based on the reconciliation schedule provided by the District, CLA can confirm that the balance of \$52,120,830.64 presented on the May 2026 Treasurer's Report for the Capacity Charge Account reconciles with the documentation provided to CLA with no variance.

CIP Account in LAIF for Capital Purposes – On March 20, 2019, the District received a \$3 million dollar settlement as part of a larger association of local water districts and municipalities, from the San Gabriel Valley Water Company, Fontana Union Water Company and the San Gabriel California Corporation. The check was received and deposited into the District's General Government Checking bank account and the District's board approved the transfer of the \$3 million dollars in settlement funds to the District's LAIF account on April 4, 2019. While these settlement funds have been restricted for Capital Improvement Projects, there were no designations or allocations for District funding towards any Capital Improvement Projects at that time. Later, the fund was transferred to the Chandler accounts as the CFO believes the Chandler accounts earn a higher interest rate.

On March 19, 2026, the Board approved the allocation of \$3 million for the purchase of land for West Valley Water District's new headquarters. The approved funds were transferred on April 30, 2026, to support the completion of the land purchase.

Capital Reserve Funds

Capital Project Account – The capital project account is used for the funding of new capital assets or the rehabilitation, enhancement, or replacement of capital assets when they reach the end of their useful lives. Per the requirements of the District’s reserve policy, “the minimum target level WVWD will strive for is 100% of its then-current year fiscal year from the Capital Improvement Budgets plus 25% of the amount estimated to be needed the following fiscal year, less minimum levels established for the Emergency Account.” The District currently maintains a balance of \$29,474,647.00 (\$27,656,397.00 for fiscal year 2025-26 and \$1,818,250.00 for fiscal year 2026-27) in its capital project account, meeting the minimum target level required for both fiscal years. CLA was able to confirm that the District is in adherence with the minimum target level requirement as of May 31, 2026, by comparing the board-approved Fiscal Year 2025-26 Capital Improvement Budget which indicates a total CIP for fiscal year 2025-26 of \$27,656,397.00. The reserve policy only requires the district to maintain 25% of the amount estimated to be needed the following fiscal year 2026-27, which amounts to \$1,818,250.00; therefore, the District meets the requirement indicated in its reserve policy.

California DWSRF Loan Payment Reserve – As per the California DWSRF Loan agreement for Oliver P. Roemer project # 3610004-002 C, the District is required to maintain the fund restriction for the annual debt service payment of \$1,834,711.10.

Emergency Account – The emergency account may be utilized to purchase water at any time or to begin repair of the water system after a catastrophic event. Therefore, a minimum target level equal to 1% of net capital assets of the District’s water system has been established to enable the district to manage emergency situations. Per May 31, 2026, general ledger detail reporting provided by the District’s accounting staff, CLA was able to confirm that the District’s net assets total \$221,864,621.82. As of May 31, 2026, the emergency account represents a balance of \$2,218,646.22 or 1% of total net assets, allowing the District to meet its requirements for the reserve policy.

Liquidity Funds

Rate Stabilization Fund – This fund is established to provide flexibility to the Board when settling rates to allow for absorbing fluctuations in water demand and smoothing out rate increases over time, temporarily defraying any unforeseen decreases in the sale of water. To remain in conjunction with the reserve policy, the District should aim to maintain a minimum level equal to 45 days of the District’s annual budgeted total operating expenses. Per the FY 2025-26 board-approved budget, the District anticipates operating expense of \$36,105,730.00 for the current fiscal year. The District’s current balance of \$4,451,391.37 in its rate stabilization account achieves the minimum target level for this account as indicated in the reserve policy.

Operating Reserve Account – This fund may be routinely utilized by staff to cover temporary cash flow deficiencies caused by timing differences between revenue and expenses or decreases in revenues and unanticipated increases in expenses. Given the significance of this account, the District strives to maintain a minimum amount equal to 90 days of the District’s budgeted total operating expenses in this account. Per the FY 2025-26 board-approved budget, CLA can confirm the District has an operating expenses budget of \$36,105,730.00. As of May 31, 2026, the operating reserve account maintains a balance of \$8,902,782.74, which satisfies the requirements of the District’s reserve policy.

Self-Insurance Reserve – As indicated in the minutes from the April 5, 2018 board meeting, the District’s board of directors approved \$5,000,000 in funds for employee liability claims. According to the District’s

finance manager, reserve policy 2025-26 does not require an actuarial study report for determining self-insurance amount.

Balance Available for Daily Operations – This balance represents the District’s total cash balance less any fund requirements. For the month ending May 31, 2026, the District had a total of \$127,622,739.25 in various institutional accounts. The required reserve balances by type total \$104,618,870.11 and are categorized as follows:

- Restricted Funds- \$59,008,695.22
- Capital Reserve Funds- \$27,256,000.78
- Liquidity Funds- \$13,354,174.11
- Other Reserves- \$5,000,000.00

Based on the District’s Treasurer’s Report, which indicates a total cash, investment, and reserve balance of \$127,622,739.25 and fund requirements of \$104,618,870.11. The fund balance available for daily operations reconciles to the May 2026 Treasurer’s report.

CLA reviewed the Treasurer’s report for clerical accuracy and recalculated the total Unrestricted Reserves balance and agreed the totals to the May 2026 Treasurer’s Report. In its assessment of the District’s accounts, the balances on the Treasurer’s Report appear to agree with the supporting documentation provided by the West Valley Water District.

West Valley Water District
Investment Policy Analysis
May 31, 2026

U.S. Bank - Chandler Asset Management		
Money Market	876,872.10	A
Commercial Paper	-	A
Federal Agency Obligations	14,543,861.03	A
U.S. Government	71,026,256.40	A
Corporate Bonds	13,502,119.50	A
Municipal Bonds	958,683.75	A
Supranational	869,322.40	A
Negotiable CD	-	A
Total U.S. Bank - Chandler Asset Management Funds	101,777,115.18	

Checking and Savings		
Bank of Hope	-	B
Chase-1653 (Operating Account)	2,094,076.89	B
Chase-1368	5,000.56	B
Chase-1392	48,636.50	B
Chase-5993 (Rebate Account)	-	B
2016A Bond - Principal & Payment Funds	1,419.50	B
2016A Bond - Interest Fund	184.77	B
District Cash Drawers	4,300.00	C
Total Checking and Savings	2,153,618.22	

CalTRUST Short Term Fund	-	A
CalTRUST Medium Term Fund	-	A
LAIF	23,692,005.85	A

Total May 31, 2026 District Funds 127,622,739.25

The balances indicated above are as of May 31, 2026

Balances verified with monthly investment statements provided by client A
Balances verified with monthly bank statements provided by client B
Balances verified with monthly reconciliations provided by client C

The purpose of this report is to calculate the asset class percentage in comparison with the maximum portfolio percentage allowed by the district's investment policy

Based on our review of the asset classes as of 05/31/26, West Valley Water District is in

Security Type	Maximum per Investment Policy	Balance
Commercial Paper	25%	-
Federal Agency Obligations	30%	14,543,861.03
U.S. Government	No Limit	71,026,256.40
Municipal Bonds	20%	958,683.75
LAIF	No Limit	23,692,005.85
CalTRUST	No Limit	-
Negotiable CD	30%	-
Medium Term Notes (Corporate Bonds)	30%	13,502,119.50
Money Market	20%	876,872.10
Bank Deposits	No Limit	2,153,618.22
Supranational	30%	869,322.40
		127,622,739.25

Funds Excluded from Policy 2016A -
Total May 31, 2026 District Funds 127,622,739.25

Asset Class	May-26	Maximum Portfolio %
Commercial Paper	0.00%	25%
Federal Agency Obligations	11.40%	30%
U.S. Government	55.65%	No Limit
Municipal Bonds	0.75%	20%
LAIF	18.56%	No Limit
CalTRUST	0.00%	No Limit
Negotiable CD	0.00%	30%
Medium Term Notes (Corporate Bonds)	10.58%	30%
Money Market	0.69%	20%
Bank Deposits	1.69%	No Limit
Supranational	0.68%	30%

Liquidity Fund						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 09/30/2025	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
U S Treasury Bill - 912797UJF2	9,899,200.00	P-1	Yes	3/12/2026	9/10/2026	0.5
U S Treasury Bill - 912797SX6	27,991,600.00	P-1	Yes	6/6/2025	12/4/2025	0.5
First American Govt Obligation Fund Class Y - 31846VZ03	463,939.40	P-1	Yes	various		
Total Liquidity Fund	38,354,739.40					

Money Market Fund						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 09/30/2025	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
First American Govt Obligation Fund Class Y - 31846VZ03	412,932.70	Aaa	Yes	various		
Total Money Market	412,932.70					

Federal Agency Obligations						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 09/30/2025	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
F H L M C - 3137FLV0	486,085.00	Aaa	Yes	9/19/2024	4/25/2029	4.5
Federal Farm Credit Bks - 3133ERSP7	736,050.00	Aaa	Yes	11/16/2022	11/18/2027	4.9
F H L M C Multiclass Mtg Partn - 3137H9D71	481,570.00	Aaa	Yes	10/30/2024	9/25/2029	4.8
F H L M C Multiclass Mtg Partn - 3137FP1G1	473,885.00	Aa1	Yes	6/2/2025	9/25/2029	4.3
F H L M C Multiclass Mtg Partn - 3137FQ3Z4	471,855.00	Aaa	Yes	3/17/2025	10/25/2029	4.5
F H L M C Multiclass Mtg Partn - 3137FRUT6	462,035.00	Aa1	Yes	6/6/2025	1/25/2030	4.6
F H L M C Multiclass Mtg Partn - 3137FUZC1	893,270.00	Aa1	Yes	6/26/2025	5/28/2030	4.9
Federal Home Loan Bks - 3130AWGS3	1,000,280.00	Aa1	Yes	7/11/2025	6/14/2030	4.9
F H L M C Multiclass Mtg Partn - 3137FX3Q9	443,825.00	Aa1	Yes	9/19/2025	8/25/2030	4.9
F H L M C Multiclass Mtg Partn - 3137F1FV8	902,950.00	Aaa	Yes	12/16/2025	4/25/2030	4.3
Federal Home Loan Bks - 3130ATUS4	501,935.00	Aaa	Yes	1/31/2023	12/10/2027	4.8
F H L M C Multiclass Mtg Partn - 3137FG6X8	495,635.00	Aaa	Yes	1/23/2024	5/25/2028	4.3
F H L M C Multiclass Mtg Partn - 3130AWMN7	503,220.00	Aaa	Yes	7/26/2023	6/9/2028	4.8
Federal Home Loans Bks - 3130AWN63	499,845.00	Aaa	Yes	8/16/2023	6/30/2028	4.8
Federal Home Loans Bks - 3130AWTR1	755,332.50	Aaa	Yes	9/7/2023	9/8/2028	4.9
Federal Farm Credit Bks - 3133EPC45	505,710.00	Aaa	Yes	11/27/2023	11/13/2028	4.9
Federal Home Loans Bks - 3130AXOK7	508,250.00	Aaa	Yes	12/7/2023	12/8/2028	4.9
Federal Farm Credit Bks - 3133EPN50	753,765.00	Aaa	Yes	1/3/2024	12/15/2028	4.9
F H L M C Multiclass Mtg Partn - 3137FKUP9	286,113.53	Aaa	Yes	1/3/2024	12/25/2028	4.9
Federal Farm Credit Bks - 3133EPW84	746,467.50	Aaa	Yes	2/5/2024	1/18/2029	4.9
F H L M C Multiclass Mtg Partn - 3137FKZZ2	491,985.00	Aaa	Yes	1/18/2024	1/25/2029	5.0
Federal Home Loan Bks - 3130AVBD3	758,722.50	Aaa	Yes	4/25/2024	3/9/2029	4.8
F H L M C Multiclass Mtg Partn - 3137F8ZV8	444,250.00	Aa1	Yes	4/1/2026	12/25/2030	4.7
F H L M C Multiclass Mtg Partn - 3137F9C76	444,200.00	Aa1	Yes	4/6/2026	12/25/2030	4.7
F H L M C Multiclass Mtg Partn - 3137F1XV6	496,625.00	Aa1	Yes	5/4/2026	9/25/2028	2.4
Total Federal Agency Obligations	14,543,861.03					

Negotiable Certificate of Deposit						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 09/30/2025	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
Total Negotiable Certificates of Deposit	0.00					

Commercial Paper						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 09/30/2025	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
Total Commercial Paper						
	0.00					
Municipal Bonds						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 09/30/2025	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
California ST Taxable Vr Pwr Go - 1306307D4	308,676.00	Aa2	Yes	10/4/2023	10/1/2028	4.9
California ST Taxable Vr Pwr Go Bd - 13063EGT7	398,535.25	Aa2	Yes	10/30/2024	8/1/2029	4.7
Massachusetts ST Taxable - 57582TEA6	251,472.50	Aa1	Yes	6/10/2025	6/1/2030	4.9
Total Municipal Bonds	958,683.75					
Supranational						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 09/30/2025	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)
International Bank - 459058UN1	327,633.90	Aaa	Yes	10/8/2024	10/16/2029	5.0
International Bank M T N - 459058KT9	296,736.00	Aaa	Yes	7/18/2023	7/12/2028	4.9
Inter American Devel Bk - 4581X0DC9	244,952.50	Aaa	Yes	12/8/2023	9/18/2028	4.7
Toronto Dominion Bank - 89115A2Y7		A2	Yes	4/10/2024	4/5/2029	4.9
Total Supranational	869,322.40					
U.S. Corporate						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 09/30/2025	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)
Caterpillar Finl Service - 14913UAN9	456,520.50	A2	Yes	3/18/2024	2/27/2029	4.9
Cisco Sys Inc - 17275R8R2	406,092.00	A1	Yes	3/13/2024	2/26/2029	4.9
Ell Lilly Co - 532457CQ9	199,710.00	Aa3	Yes	8/27/2024	8/14/2029	4.9
Abbvie Inc - 00287Y8X6	480,145.00	A3	Yes	6/25/2025	11/21/2029	4.3
Colgate Palmolive Co - 194162ATO	215,434.30	Aa3	Yes	4/28/2025	5/1/2030	4.9
Paccar Financial Corp - 69371RT171	448,582.25	A1	Yes	5/5/2025	5/8/2030	4.9
Jpmorgan Chase Co - 46647PDH0	499,310.00	A1	Yes	6/25/2025	6/14/2030	4.9
Public Storage Oper Co - 74464AAC5	497,395.00	A2	Yes	7/1/2025	7/1/2030	4.9
Bank New York Mellon Corp - 06406R8N6	501,665.00	A3	Yes	2/20/2025	2/1/2029	3.9
Unitedhealth Group Inc. - 91324PEC2		A2	Yes	6/16/2021	5/15/2026	4.8
Walmart Inc - 93114ZER0	59,482.20	Aa2	Yes	9/8/2021	9/17/2026	5.0
Honeywell International - 438516BL9	298,098.00	A2	Yes	12/13/2022	11/1/2026	3.8
Duke Energy Carolinas - 26442CAS3	298,365.00	Aa3	Yes	10/28/2022	12/1/2026	4.0
Target Corp - 87612EBM7	138,262.60	A2	Yes	1/19/2022	1/15/2027	4.9
Procter Gamble Co The - 742718FV6	296,262.00	Aa3	Yes	2/1/2022	2/1/2027	4.9
Charles Schwab Corp - 808513BY0	93,840.05	A2	Yes	3/1/2022	3/3/2027	4.9
Berkshire Hathaway Fin - 084664CZ2	276,136.00	Aa2	Yes	3/7/2022	3/15/2027	5.0
Blackrock Inc - 09247XAN1	248,497.50	Aa3	Yes	4/27/2022	3/15/2027	4.8
Northern Tr Corp Sr Nt - 665859AW4	299,787.00	A2	Yes	5/5/2022	5/10/2027	4.9
Unitedhealth Group Inc - 91324PEG3	304,155.15	A2	Yes	5/17/2022	5/15/2027	4.9
Walmart Inc - 93114ZEX7	249,900.00	Aa2	Yes	9/12/2022	9/9/2027	4.9
Apple Inc - 037833DK3	246,627.50	Aaa	Yes	2/1/2023	11/13/2027	4.7
Toyota Mtr Cr Corp - 89236TKD7	357,751.25	A1	Yes	1/9/2023	1/12/2028	4.9
Mastercard Incorporated - 57636QAW4	404,944.00	Aa3	Yes	3/9/2023	3/9/2028	4.9
Public Service Electric - 74456QB9	346,871.00	A1	Yes	6/22/2023	5/1/2028	4.8
Florida Pwr Lt Co - 341081GN1	351,298.50	Aa2	Yes	6/22/2023	5/15/2028	4.8
Merck Co Inc - 58933YBH7	399,316.00	Aa3	Yes	5/17/2023	5/17/2028	4.9
Prologis L P - 74340XCG4	252,615.00	A2	Yes	6/27/2023	6/15/2028	4.9
National Rural Util Coop - 63743HFN7	252,432.50	A2	Yes	2/5/2024	2/7/2029	4.9
Air Products and Chemicals Inc - 009158BH8	402,040.00	A2	Yes	5/17/2024	2/8/2029	4.7
Ell Lilly Co - 532457KK2	267,207.45	Aa3	Yes	2/17/2024	2/9/2029	4.9
John Deere Capital Corporation - 24422EXT1	426,337.80	A1	Yes	6/11/2024	6/11/2029	4.9
Home Depot Inc - 437076DC3	405,100.00	A2	Yes	6/25/2024	6/25/2029	4.9
Pepsico Inc Sr Nt - 713448FX1	327,096.25	A1	Yes	7/15/2024	7/17/2029	4.9

Bank Of America Corp - 06051GHM4	497,030.00	A1	Yes	6/25/2025	7/23/2029	4.0
Morgan Stanley Sr. Nt - 61748UAK8	168,050.10	A1	Yes	10/17/2025	10/18/2029	3.9
Chubb INA Holdings LLC - 171239AG1	438,455.00	A2	Yes	10/27/2025	9/15/2030	4.8
Pfizer Inc Sr. Nt - 717081FD0	366,603.40	A2	Yes	11/18/2025	11/15/2030	4.9
Amazon Com Inc - 02135CT1	532,375.20	A1	Yes	11/17/2025	11/20/2030	4.9
Alphabet Inc - 02079KBR2	493,280.00	Aa2	Yes	2/12/2026	2/15/2031	4.9
Toyota Mtr C Corp - 89236TQB4	299,049.00	A1	Yes	5/15/2026	5/14/2031	4.9
Total U.S. Corporate	13,502,119.50					

U.S. Government						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 09/30/2025	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)
U.S. Treasury Note - 91282CLC3	698,607.00	Aa1	Yes	7/30/2024	7/31/2029	4.9
U.S. Treasury Note - 91282CLR0	750,907.50	Aa1	Yes	12/18/2024	10/31/2029	4.8
U.S. Treasury Note - 91282CMA6	600,750.00	Aa1	Yes	12/9/2024	11/30/2029	4.9
U.S. Treasury Note - 91282CMD0	1,009,410.00	Aa1	Yes	1/10/2025	12/31/2029	4.9
U.S. Treasury Note - 91282CGQ8	747,480.00	Aa1	Yes	3/18/2025	2/28/2030	4.9
U.S. Treasury Note - 91282CGZ8	978,130.00	Aa1	Yes	7/15/2025	4/30/2030	4.7
U.S. Treasury Note - 91282CNR8	1,974,760.00	Aa1	Yes	8/12/2025	7/31/2032	6.9
U.S. Treasury Note - 91282CHT1	1,947,740.00	Aa1	Yes	8/12/2025	8/15/2033	7.9
U.S. Treasury Note - 91282CPA3	980,470.00	Aa1	Yes	12/1/2020	8/31/2025	4.7
U.S. Treasury Note - 91282CP14	1,934,380.00	Aa1	Yes	12/8/2020	11/15/2035	9.8
U.S. Treasury Note - 91282CF6	250,000.00	Aa1	Yes	6/28/2021	5/31/2026	4.9
U.S. Treasury Note - 91282CCP4	497,455.00	Aa1	Yes	9/17/2021	7/31/2026	4.8
U.S. Treasury Note - 91282CW9	496,320.00	Aa1	Yes	11/29/2021	8/31/2026	4.7
U.S. Treasury Note - 91282CCZ2	495,330.00	Aa1	Yes	12/15/2021	9/30/2026	4.7
U.S. Treasury Note - 91282CFE4	494,610.00	Aa1	Yes	11/2/2022	3/31/2027	4.4
U.S. Treasury Note - 91282CEN7	495,015.00	Aa1	Yes	6/6/2022	4/30/2027	4.8
U.S. Treasury Note - 91282CET4	444,384.00	Aa1	Yes	7/8/2022	5/31/2027	4.8
U.S. Treasury Note - 91282CEW7	496,525.00	Aa1	Yes	10/20/2022	6/30/2027	4.6
U.S. Treasury Note - 91282CFH9	242,579.40	Aa1	Yes	10/6/2022	8/31/2027	4.8
U.S. Treasury Note - 91282CFM8	501,115.00	Aa1	Yes	10/24/2022	9/30/2027	4.9
U.S. Treasury Note - 91282CFU0	501,055.00	Aa1	Yes	11/18/2022	10/31/2027	4.9
U.S. Treasury Note - 91282CF5	487,890.00	Aa1	Yes	11/28/2022	11/15/2027	4.9
U.S. Treasury Note - 91282CGC9	598,920.00	Aa1	Yes	1/26/2023	12/31/2027	4.9
U.S. Treasury Note - 91282CHX2	604,386.00	Aa1	Yes	9/27/2023	8/31/2028	4.9
U.S. Treasury Note - 91282CDF5	469,610.00	Aa1	Yes	1/30/2024	10/31/2028	4.7
U.S. Treasury Note - 91282CF10	745,282.50	Aa1	Yes	10/22/2024	9/30/2029	4.9
U.S. Treasury Note - 912825M8	489,415.00	Aa1	Yes	1/19/2024	11/15/2028	4.8
U.S. Treasury Note - 91282CGH8	992,030.00	Aa1	Yes	10/27/2025	1/31/2028	2.2
U.S. Treasury Note - 9128283W8	979,490.00	Aa1	Yes	10/27/2025	2/15/2028	2.3
U.S. Treasury Note - 91282CPD7	979,920.00	Aa1	Yes	10/30/2025	10/31/2030	4.9
U.S. Treasury Note - 91282CNX5	980,780.00	Aa1	Yes	11/10/2025	8/31/2030	4.7
U.S. Treasury Note - 91282CHF1	986,910.00	Aa1	Yes	12/9/2025	5/31/2030	4.4
U.S. Treasury Note - 91282CLF6	1,933,900.00	Aa1	Yes	11/5/2025	8/15/2034	8.7
U.S. Treasury Note - 91282COD6	973,050.00	Aa1	Yes	3/5/2026	2/28/2031	4.9
U.S. Treasury Note - 91282CPM7	1,942,900.00	Aa1	Yes	3/13/2026	11/30/2032	6.6
U.S. Treasury Note - 91282CNC1	988,830.00	Aa1	Yes	3/27/2026	5/15/2035	9.0
U.S. Treasury Note - 91282CPZ8	1,950,940.00	Aa1	Yes	3/19/2026	2/15/2036	9.8
U.S. Treasury Note - 91282COK0	494,180.00	Aa1	Yes	5/12/2026	4/30/2031	4.9
Total U.S. Government	33,135,456.40					

US Bank - Chandler Asset Mgmt
May 2026 Bond Total per Treasurer's Report 63,422,375.78
Total Per May 2026 Chandler Statement 63,422,375.78
Variance -

US Bank - Chandler Liquidity Fund
May 2026 Bond Total per Treasurer's Report 38,354,739.40
Total Per May 2026 Chandler Statement 38,354,739.40
Variance -



STAFF REPORT

DATE: August 6, 2026
TO: Board of Directors
FROM: Jose Velasquez, Chief Financial Officer
SUBJECT: Monthly Cash Disbursements Report - June 2026

STRATEGIC GOAL:

Strategic Goal 6 – Demonstrate Effective Financial Stewardship; Objective 6D - Maintain a Data Driven Approach and Financial-Based Decision-Making

MEETING HISTORY:

07.13.26 - Finance Committee Meeting

BACKGROUND:

The Board of Directors requested the Monthly Cash Disbursements Report to be presented to the Finance Committee for review and discussion before presenting these reports to the Board of Directors. The reports are being produced from the District's Financial System (System of Records) and will be presented to the Finance Committee.

DISCUSSION:

Each month, the Accounting Department provides a complete listing of all the previous month's disbursements to promote fiscal responsibility and accountability over the expenditure of public funds. This process includes providing the Finance Committee, Board of Directors, and ratepayers the opportunity to review expenses for supplies, materials, services (**Exhibit A**), and payroll disbursements (**Exhibit B**). Payroll is processed bi-weekly and accounts payable are 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.

FISCAL IMPACT:

There is no fiscal impact for producing the June 2026 Cash Disbursement Reports.

REQUESTED ACTION:

Approve the June 2026 Cash Disbursement Reports.

Attachments

[Exhibit A - 2026 June Cash Disbursements Board Report.pdf](#)

[Exhibit B - 2026 June Cash Disbursements Payroll.pdf](#)

EXHIBIT A

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
JUNE 2026

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
9861	AIR & HOSE SOURCE INC	WATER QUALITY SUPPLIES	\$ 332.95	
9861	AIR & HOSE SOURCE INC	MAINTENANCE SUPPLIES	\$ 195.06	
9862	AUTOMATED GATE SERVICES INC	HQ GATE MAINTENANCE	\$ 250.00	
9863	BEST BEST & KRIEGER LLP	LEGAL FEES-APRIL 2026	\$ 6,216.13	
9863	BEST BEST & KRIEGER LLP	LEGAL FEES-APRIL 2026	\$ 4,920.00	
9863	BEST BEST & KRIEGER LLP	LEGAL FEES-APRIL 2026	\$ 287.00	
9863	BEST BEST & KRIEGER LLP	LEGAL FEES-APRIL 2026	\$ 313.68	
9863	BEST BEST & KRIEGER LLP	LEGAL FEES-APRIL 2026	\$ 1,968.00	
9863	BEST BEST & KRIEGER LLP	LEGAL FEES-APRIL 2026	\$ 287.00	
9863	BEST BEST & KRIEGER LLP	LEGAL FEES-APRIL 2026	\$ 25,003.40	
9863	BEST BEST & KRIEGER LLP	LEGAL FEES-APRIL 2026	\$ 1,968.00	
9863	BEST BEST & KRIEGER LLP	LEGAL FEES-APRIL 2026	\$ 12,466.30	
9863	BEST BEST & KRIEGER LLP	LEGAL FEES-APRIL 2026	\$ 1,148.16	
9864	BOOT BARN INC	SAFETY BOOTS-ARTURO JAUREGUI	\$ 250.00	
9865	BRENNTAG PACIFIC INC	FBR Acetic Acid BPO	\$ 12,950.86	
9866	CLA VAL CO	Cla Val for BLF		\$ 6,494.68
9866	CLA VAL CO	12" Cla Val Zone 6 Res.		\$ 32,722.10
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 44.00	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 44.00	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 15.00	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 15.00	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 15.00	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 825.50	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 55.50	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 50.00	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 19.50	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 19.50	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 202.50	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 142.50	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 67.50	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 27.00	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 7.50	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 67.50	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 27.00	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 142.50	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 243.00	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 243.00	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELL #11	\$ 182.50	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 341.00	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 267.50	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 1,380.00	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 40.00	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 204.00	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 204.00	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 40.00	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 40.00	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 123.50	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 90.00	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 70.00	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 90.00	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 123.50	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 70.00	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 90.00	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
JUNE 2026

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 123.50	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
9867	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 70.00	
9869	COMPUTERIZED EMBROIDERY COMPANY INC	SHIRTS JOHN/JOSE	\$ 912.72	
9869	COMPUTERIZED EMBROIDERY COMPANY INC	SHIRTS MARY JO	\$ 108.14	
9870	ERS INDUSTRIAL SERVICES INC.	Emergency DAF Chain Repair	\$ 20,250.00	
9871	FASTENAL COMPANY	SHOP SUPPLIES	\$ 293.72	
9871	FASTENAL COMPANY	SHOP SUPPLIES	\$ 138.92	
9872	HASA INC.	CHEMICALS-BLF	\$ 1,538.87	
9872	HASA INC.	CHEMICALS-WELLS	\$ 165.85	
9872	HASA INC.	CHEMICALS-WELLS	\$ 274.60	
9872	HASA INC.	CHEMICALS-WELLS	\$ 424.14	
9872	HASA INC.	CHEMICALS-WELLS	\$ 285.48	
9872	HASA INC.	CHEMICALS-PERCHLORATE	\$ 356.17	
9873	JEFF CRIDER	WVWD History Book - 75th Anniversary	\$ 850.00	
9874	KVAC ENVIRONMENTAL SERVICES INC	Pretreatment sludge removal, disposal and clean	\$ 34,969.46	
9875	MCDONALD ELECTRIC INC	PRODUCTION SUPPLIES	\$ 359.16	
9876	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	\$ 363.71	
9876	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	\$ 221.16	
9876	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	\$ 183.95	
9876	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 338.36	
9876	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 889.41	
9876	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 953.86	
9876	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 396.37	
9876	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 467.48	
9876	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 115.49	
9876	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 383.08	
9876	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 471.01	
9876	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 238.00	
9877	PRUITT, BARBARA J	MEDICARE PART B REIMB JAN-MAR 2025	\$ 555.00	
9877	PRUITT, BARBARA J	MEDICARE PART B REIMB JAN-MAR 2026	\$ 608.70	
9878	RECYCLED AGGREGATE MATERIALS CO INC	MAINTENANCE SUPPLIES	\$ 47.41	
9878	RECYCLED AGGREGATE MATERIALS CO INC	DISPOSAL FEES	\$ 132.00	
9879	SAFETY COMPLIANCE COMPANY	FIELD SAFETY MEETING 4/28/26	\$ 225.00	
9880	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 47.69	
9880	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.04	
9880	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.25	
9880	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.83	
9880	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.01	
9880	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.35	
9880	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 6.16	
9880	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 7.81	
9880	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 3.92	
9880	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 1.58	
9880	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 33.23	
9880	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.67	
9880	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.99	
9880	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 33.31	
9880	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 5.32	
9880	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 6.01	
9880	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 90.65	
9880	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 38.17	
9880	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.03	
9880	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.44	
9880	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 8.15	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
9880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.01	
9880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.03	
9880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 8.07	
9880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.59	
9880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.41	
9880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 9.91	
9880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.68	
9880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.17	
9880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.04	
9880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 10.33	
9880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 76.63	
9880	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.83	
9880	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 53.99	
9880	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 11.89	
9880	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 7.88	
9880	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 7.05	
9880	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.53	
9880	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.16	
9880	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.03	
9880	UNIFIRST CORPORATION	JANITORIAL SERVICES-HQ	\$ 105.18	
9880	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 4.61	
9880	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 7.21	
9880	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 26.36	
9880	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 6.01	
9880	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 7.04	
9880	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 34.14	
9882	ALBERT A WEBB ASSOCIATES	18 inch Diameter Transmission Main Crossing Frwy		\$ 1,818.18
9882	ALBERT A WEBB ASSOCIATES	18 inch Diameter Transmission Main Crossing Frwy		\$ 2,641.96
9883	AUTOMATED GATE SERVICES INC	ROEMER SUPPLIES	\$ 217.00	
9884	BENNETT, ESTEVAN	MILEAGE REIMB-MAY 2026	\$ 88.60	
9885	CHANDLER ASSET MANAGEMENT	SERVICES 05/01/26-05/31/26	\$ 6,800.14	
9886	DIAMOND ENVIRONMENTAL SERVICES LP	PORTABLE RESTROOM RENTAL-10272 S CEDAR	\$ 126.33	
9886	DIAMOND ENVIRONMENTAL SERVICES LP	PORTABLE RESTROOM RENTAL-18451 VINEYARD AVE	\$ 126.33	
9886	DIAMOND ENVIRONMENTAL SERVICES LP	PORTABLE RESTROOM RENTAL-10272 S CEDAR PL	\$ 126.33	
9886	DIAMOND ENVIRONMENTAL SERVICES LP	PORTABLE RESTROOM RENTAL-18451 VINEYARD AVE	\$ 126.33	
9887	ELITE ROAD SERVICE & TIRE INC	UNIT#104 MAINTENANCE	\$ 493.27	
9888	FASTENAL COMPANY	SHOP SUPPLIES	\$ 558.24	
9888	FASTENAL COMPANY	SHOP SUPPLIES	\$ 452.55	
9889	HASA INC.	CHEMICALS-BLF	\$ 1,383.89	
9889	HASA INC.	CHEMICALS-BLF	\$ 1,177.26	
9889	HASA INC.	CHEMICALS-ROEMER	\$ 6,103.90	
9890	JENKINS, DANIEL	MILEAGE REIMB-MAY 2026	\$ 115.71	
9891	MCMASTER-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 506.84	
9891	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	\$ 430.51	
9891	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 648.92	
9891	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 70.38	
9891	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 816.74	
9891	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 480.10	
9892	PINNACLE PETROLEUM INC	Gasoline and Diesel for Fleet	\$ 5,854.90	
9893	SB VALLEY MUNICIPAL	BASELINE FEEDER-FEB 2026	\$ 2,200.00	
9893	SB VALLEY MUNICIPAL	BASELINE FEEDER-FEB 2026	\$ 25,444.06	
9893	SB VALLEY MUNICIPAL	BASELINE FEEDER-FEB 2026	\$ 38,329.40	
9893	SB VALLEY MUNICIPAL	BASELINE FEEDER-FEB 2026	\$ 3,662.11	
9894	STANTEC CONSULTING SERVICES INC	PSA with Stantec for Master Planning Services	\$ 25,200.00	
9895	STERLING WATER TECHNOLOGIES LLC	Aluminum Chlorohydrate for FBR	\$ 32,889.42	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
9896	TRI CITIES ANSWERING SERVICE & CALL CTR	ANSWERING SERVICE 4/10/26-5/09/26	\$ 920.15	
9897	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.31	
9897	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.76	
9897	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 81.66	
9897	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 81.66	
9897	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 82.88	
9897	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 82.88	
9897	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 81.66	
9897	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 81.66	
9897	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 81.66	
9897	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 93.84	
9897	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 88.90	
9897	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 90.65	
9897	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 90.65	
9897	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 100.67	
9897	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 5.75	
9897	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.09	
9897	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 12.25	
9897	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.93	
9897	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 12.25	
9897	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 9.84	
9897	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 9.44	
9897	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.03	
9897	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.81	
9897	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.38	
9897	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.75	
9897	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.73	
9897	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.41	
9897	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.37	
9897	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.96	
9897	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.69	
9897	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.03	
9897	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.83	
9897	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.30	
9897	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.62	
9897	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.04	
9897	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.17	
9897	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 10.33	
9897	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.68	
9897	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 79.79	
9897	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.01	
9897	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 9.91	
9897	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 8.07	
9897	UNIFIRST CORPORATION	JANITORIAL SERVICES-HQ	\$ 95.86	
9897	UNIFIRST CORPORATION	JANITORIAL SERVICES-HQ	\$ 95.86	
9897	UNIFIRST CORPORATION	JANITORIAL SERVICES-HQ	\$ 95.86	
9897	UNIFIRST CORPORATION	JANITORIAL SERVICES-HQ	\$ 110.95	
9897	UNIFIRST CORPORATION	JANITORIAL SERVICES-HQ	\$ 105.18	
9897	UNIFIRST CORPORATION	JANITORIAL SERVICES-HQ	\$ 97.30	
9897	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 6.90	
9897	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 12.94	
9897	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 6.71	
9897	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 5.73	
9899	YOUNG, GREGORY A	MILEAGE REIMB-MAY 2026	\$ 110.93	
9900	ACWA /JPIA	COBRA - Gutierrez, R	\$ (5,922.15)	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
9900	ACWA /JPIA	DELTACARE DENTAL PPO	\$ 669.55	
9900	ACWA /JPIA	HEALTH INSURANCE	\$ 9,817.99	
9900	ACWA /JPIA	DELTACARE DENTAL PPO	\$ 8,775.06	
9900	ACWA /JPIA	DELTA DENTAL DHMO	\$ 585.97	
9900	ACWA /JPIA	EMPLOYEE ASSISTANCE PROGRAM	\$ 195.92	
9900	ACWA /JPIA	HEALTH INSURANCE	\$ 150,199.78	
9900	ACWA /JPIA	EE Adjusts	\$ 989.83	
9900	ACWA /JPIA	Retirees	\$ 20,837.96	
9900	ACWA /JPIA	Retirees	\$ 1,906.29	
9901	ALBERT A WEBB ASSOCIATES	Bloomington Area Phase 3B - Update Bid Package	\$	173.50
9902	BECERRA, JESSE	SAFETY GLASSES	\$ 250.00	
9903	CDW GOVERNMENT INC	Replacment Computers June 26	\$ 13,332.38	
9903	CDW GOVERNMENT INC	Replacment Computers June 26	\$ 1,337.35	
9903	CDW GOVERNMENT INC	CONTRACTS/LICENSES	\$ 4,900.00	
9904	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 39.00	
9904	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 44.00	
9904	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 44.00	
9904	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 15.00	
9904	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 825.50	
9904	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 676.50	
9904	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 27.00	
9904	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 67.50	
9904	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 50.00	
9904	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 55.50	
9904	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 19.50	
9904	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 19.50	
9904	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 7.50	
9904	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 19.50	
9904	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 19.50	
9904	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 19.50	
9904	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 142.50	
9904	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 202.50	
9904	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 7.50	
9904	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 250.50	
9904	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 19.50	
9904	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELL#6	\$ 182.50	
9904	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 401.00	
9904	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 170.00	
9904	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 172.50	
9904	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELL#11	\$ 182.50	
9904	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 40.00	
9904	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
9904	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 70.00	
9905	ENGINEERING RESOURCES INC	Task Order 3 ERSC for Modifications Zone 8-3 Res.	\$	13,991.35
9905	ENGINEERING RESOURCES INC	Lord Ranch Facilities Project	\$	8,140.75
9906	GARCIA, ANGELA	MILEAGE REIMB-MAY 2026	\$ 82.80	
9907	GENERAL PUMP COMPANY INC	Repair 5-1 Booster #4	\$	56,294.03
9908	HASA INC.	CHEMICALS-BLF	\$ 1,277.86	
9909	INFOSEND INC	Postage & Printing Customer Service Bills/Notices	\$ 4,416.47	
9909	INFOSEND INC	Postage & Printing Customer Service Bills/Notices	\$ 15,402.60	
9910	MCMMASTER-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 442.35	
9910	MCMMASTER-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 60.40	
9910	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 192.97	
9910	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 731.77	
9910	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 552.26	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
9911	MOORE, KELVIN	MILEAGE REIMB-MAY 2026	\$ 140.22	
9912	TRI CITIES ANSWERING SERVICE & CALL CTR	ANSWERING SERVICE 05/10/26-06/09/26	\$ 827.55	
9913	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.35	
9913	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.83	
9913	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 43.46	
9913	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.01	
9913	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.04	
9913	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.25	
9913	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 1.58	
9913	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 3.92	
9913	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 6.16	
9913	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 7.81	
9913	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 33.23	
9913	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.99	
9913	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.67	
9913	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 33.31	
9913	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 6.01	
9913	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 5.32	
9913	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 38.17	
9913	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.03	
9913	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.44	
9913	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 8.15	
9913	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.68	
9913	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.01	
9913	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.17	
9913	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.30	
9913	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.03	
9913	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.83	
9913	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 8.07	
9913	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 9.91	
9913	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 10.33	
9913	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 77.89	
9913	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.41	
9913	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.04	
9913	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.30	
9913	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.83	
9913	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 8.07	
9913	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.03	
9913	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.01	
9913	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.68	
9913	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.17	
9913	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.04	
9913	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.41	
9913	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 9.91	
9913	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 76.63	
9913	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 10.33	
9913	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.16	
9913	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.03	
9913	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 7.88	
9913	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 53.99	
9913	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 11.89	
9913	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 7.05	
9913	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.53	
9913	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 4.61	
9913	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 7.21	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
9913	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 26.36	
9913	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 7.04	
9913	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 29.57	
9913	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 6.01	
9915	ALBERT A WEBB ASSOCIATES	Bloomington Phase 3C		\$ 3,327.20
9916	ALVARADO, MARIANO	ASSP SAFETY CONFERENCE	\$ 755.91	
9917	AVILA, NATALIE	CA LABOR COMPLIANCE SEMINAR	\$ 28.25	
9918	BECERRA, JESSE	CROSS CONNECTION CERTIFICATE	\$ 260.00	
9919	BRENNTAG PACIFIC INC	FBR Acetic Acid BPO	\$ 13,953.38	
9920	CALIAGUA, INC	RET WITHHELD REIMB#9		\$ 186,200.00
9921	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 15.00	
9921	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 27.00	
9921	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 67.50	
9921	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 27.00	
9921	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 202.50	
9921	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 142.50	
9921	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 243.00	
9921	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 243.00	
9921	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 204.00	
9921	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 40.00	
9921	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 123.50	
9921	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 90.00	
9921	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 119.50	
9921	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 119.50	
9921	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 560.50	
9921	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 123.50	
9921	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 90.00	
9921	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
9921	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 70.00	
9921	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 35.00	
9921	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 35.00	
9922	DAVID N M TURCH	Federal Lobbyist Services	\$ 12,500.00	
9923	ELITE ROAD SERVICE & TIRE INC	UNIT#139 MAINTENANCE	\$ 207.50	
9924	HARRINGTON INDUSTRIAL PLASTICS	PVDF tubing	\$ 1,966.20	
9925	HILLTOP GEOTECHNICAL, INC.	Compaction Services and Testing	\$ 4,800.00	
9925	HILLTOP GEOTECHNICAL, INC.	Compaction Services and Testing	\$ 4,800.00	
9925	HILLTOP GEOTECHNICAL, INC.	Compaction Services and Testing	\$ 1,920.00	
9926	MCDONALD ELECTRIC INC	PRODUCTION SUPPLIES	\$ 517.00	
9927	MCMASTER-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 113.09	
9927	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	\$ 809.23	
9928	Q AIR-CALIFORNIA	FBR kaeser blower pm	\$ 1,977.64	
9929	SALDIVAR, JOE	D3 CERTIFICATION	\$ 90.00	
9930	THE PUN GROUP LLP	Auditing Services	\$ 4,787.60	
9931	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.25	
9931	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.35	
9931	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.01	
9931	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.83	
9931	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.04	
9931	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 47.69	
9931	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 33.23	
9931	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 1.58	
9931	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 3.92	
9931	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 6.16	
9931	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 7.81	
9931	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.67	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
9931	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.99	
9931	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 6.01	
9931	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 5.32	
9931	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 33.31	
9931	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 90.65	
9931	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.03	
9931	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.44	
9931	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 38.17	
9931	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 8.15	
9931	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.37	
9931	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 76.89	
9931	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.04	
9931	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 9.91	
9931	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 8.07	
9931	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.03	
9931	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 10.33	
9931	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.68	
9931	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.30	
9931	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.17	
9931	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.41	
9931	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.83	
9931	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.03	
9931	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.16	
9931	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 7.88	
9931	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 11.89	
9931	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 53.99	
9931	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 7.05	
9931	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.53	
9931	UNIFIRST CORPORATION	JANITORIAL SERVICES-HQ	\$ 105.18	
9931	UNIFIRST CORPORATION	UNIFIRST-ENGINEERING	\$ 4.61	
9931	UNIFIRST CORPORATION	UNIFIRST-ENGINEERING	\$ 7.21	
9931	UNIFIRST CORPORATION	UNIFIRST-ENGINEERING	\$ 26.36	
9931	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 4.61	
9931	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 7.21	
9931	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 26.36	
9931	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 34.14	
9931	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 6.01	
9931	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 7.04	
9933	HASA INC.	CHEMICALS-WELLS	\$ 320.82	
9933	HASA INC.	CHEMICALS-WELLS	\$ 367.04	
9933	HASA INC.	CHEMICALS-BLF	\$ 146.82	
9933	HASA INC.	CHEMICALS-WELLS	\$ 282.76	
9933	HASA INC.	CHEMICALS-WELLS	\$ 625.34	
9933	HASA INC.	CHEMICALS-BLF	\$ 488.16	
9933	HASA INC.	CHEMICALS-BLF	\$ 1,143.15	
9933	HASA INC.	CHEMICALS-WELLS	\$ 271.89	
9933	HASA INC.	CHEMICALS-WELLS	\$ 541.14	
9933	HASA INC.	CHEMICALS-WELLS	\$ 296.35	
9933	HASA INC.	CHEMICALS-WELLS	\$ 516.58	
9933	HASA INC.	CHEMICALS-WELLS	\$ 108.75	
9933	HASA INC.	CHEMICALS-WELLS	\$ 190.32	
9933	HASA INC.	CHEMICALS-WELLS	\$ 424.14	
9933	HASA INC.	CHEMICALS-WELLS	\$ 679.71	
9933	HASA INC.	CHEMICALS-WELLS	\$ 679.71	
9933	HASA INC.	CHEMICALS-WELLS	\$ 543.77	

WEST VALLEY WATER DISTRICT

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9933	HASA INC.	CHEMICALS-WELLS	\$ 679.71	
9933	HASA INC.	CHEMICALS-WELLS	\$ 500.27	
9933	HASA INC.	CHEMICALS-WELLS	\$ 241.98	
9933	HASA INC.	CHEMICALS-WELLS	\$ 138.66	
9933	HASA INC.	CHEMICALS-WELLS	\$ 600.87	
9933	HASA INC.	CHEMICALS-WELLS	\$ 429.58	
9933	HASA INC.	CHEMICALS-WELLS	\$ 182.16	
9933	HASA INC.	CHEMICALS-WELLS	\$ 285.48	
9933	HASA INC.	CHEMICALS-WELLS	\$ 530.18	
9933	HASA INC.	CHEMICALS-WELLS	\$ 165.85	
9933	HASA INC.	CHEMICALS-WELLS	\$ 409.14	
9933	HASA INC.	CHEMICALS-WELLS	\$ 271.89	
9933	HASA INC.	CHEMICALS-WELLS	\$ 407.83	
9933	HASA INC.	CHEMICALS-BLF	\$ 940.72	
9933	HASA INC.	CHEMICALS-WELLS	\$ 435.02	
9933	HASA INC.	CHEMICALS-WELLS	\$ 422.62	
9933	HASA INC.	CHEMICALS-PERCHLORATE	\$ 220.23	
91280	AGUIAR PROFESSIONAL TRAINING LLC	Customer Service Training	\$ 8,400.00	
91281	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 107.94	
91281	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 27.36	
91281	AMAZON.COM SALES INC	ENGINEERING SUPPLIES	\$ 31.78	
91281	AMAZON.COM SALES INC	Computers May 2026	\$ 1,307.41	
91281	AMAZON.COM SALES INC	Computers May 2026	\$ 3,760.46	
91281	AMAZON.COM SALES INC	Computer supplies April 2026	\$ 3,053.06	
91282	AT&T LONG DISTANCE	ROEMER LONG DISTANCE	\$ 27.36	
91283	BACKFLOW PREVENTION DEVICE INSPECTIONS INC	WATER QUALITY SUPPLIES	\$ 634.19	
91284	BURRTEC WASTE INDUSTRIES INC	HQ DISPOSAL FEES MAY 2026	\$ 840.60	
91285	CHARTER COMMUNICATIONS	ROEMER INTERNET 05/24/26-06/23/26	\$ 1,381.00	
91285	CHARTER COMMUNICATIONS	CABLE/TELEPHONE 05/24/26-06/23/26	\$ 353.20	
91285	CHARTER COMMUNICATIONS	CABLE/TELEPHONE 05/24/26-06/23/26	\$ 150.00	
91285	CHARTER COMMUNICATIONS	INTERNET 05/24/26-06/23/26	\$ 1,549.00	
91286	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ (484.32)	
91286	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ (0.03)	
91286	COLONIAL SUPPLEMENTAL INSURANCE	EE Adjusts	\$ (50.14)	
91286	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 2,036.30	
91286	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,161.27	
91286	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,929.56	
91286	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,097.54	
91287	COMMERCIAL TRANSPORTATION SERVICES	METERS TRAINING	\$ 139.00	
91288	FRANCHISE TAX BOARD	GARNISHMENT	\$ 1,078.55	
91289	FRANK CONSOLIDATED ENTERPRISES, LLC	VEHICLES MAINTENANCE	\$ 4,017.81	
91289	FRANK CONSOLIDATED ENTERPRISES, LLC	VEHICLES MAINTENANCE	\$ 1,435.18	
91289	FRANK CONSOLIDATED ENTERPRISES, LLC	VEHICLES MAINTENANCE	\$ 3,210.38	
91290	GLEM STEVENSON TZI	Misc. Repairs on District Vehicles	\$ 2,410.00	
91291	HARMSCO INC	Purchase cartridge filters	\$ 22,902.00	
91292	I.U.O.E., LOCAL UNION NO. 12	I.U.O.E LOCAL 12 UNION DUES	\$ 462.00	
91292	I.U.O.E., LOCAL UNION NO. 12	I.U.O.E LOCAL 12 UNION DUES	\$ 462.00	
91293	INDUSTRIAL METAL SUPPLY CO	MAINTENANCE SUPPLIES	\$ 458.86	
91294	JOHNSON'S HARDWARE	PRODUCTION SUPPLIES	\$ 9.69	
91294	JOHNSON'S HARDWARE	WATER QUALITY SUPPLIES	\$ 468.45	
91294	JOHNSON'S HARDWARE	WATER QUALITY SUPPLIES	\$ 115.20	
91295	LEGAL SHIELD	LEGALSHIELD	\$ 192.41	
91295	LEGAL SHIELD	LEGALSHIELD	\$ 192.34	
91296	MASTERS TELECOM LLC	ROEMER LINES	\$ 131.10	
91297	NICHOLAS HENSCHEL	Well and Pump Efficiency Test	\$ 1,200.00	

WEST VALLEY WATER DISTRICT

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
91298	ORANGE COAST PETROLEUM EQUIPMENT INC	ANNUAL AQMD TESTING	\$ 925.00	
91299	RIALTO WATER SERVICES	HQ WATER SVC 04/21/26-05/20/26	\$ 189.05	
91300	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	\$ 20.00	
91300	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	\$ 20.00	
91300	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	\$ 20.00	
91300	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	\$ 20.00	
91301	SO CALIFORNIA EDISON	BLF ELECTRICITY 4/23/26-5/21/26	\$ 269.02	
91302	SOUTH COAST AQMD	EMISSIONS FEES	\$ 1,167.46	
91302	SOUTH COAST AQMD	EMISSIONS FEES	\$ 583.73	
91302	SOUTH COAST AQMD	EMISSIONS FEES	\$ 176.41	
91302	SOUTH COAST AQMD	EMISSIONS FEES	\$ 176.41	
91302	SOUTH COAST AQMD	EMISSIONS FEES	\$ 172.49	
91303	TESCO CONTROLS INC	PRODUCTION SUPPLIES	\$ 562.50	
91304	THE STANDARD - EE AFTER TAX-DIVISION 0001	EE Adjusts	\$ (58.54)	
91304	THE STANDARD - EE AFTER TAX-DIVISION 0001	EE Adjusts	\$ (9.97)	
91304	THE STANDARD - EE AFTER TAX-DIVISION 0001	EMPLOYEE AFTER-TAX	\$ 891.89	
91304	THE STANDARD - EE AFTER TAX-DIVISION 0001	EMPLOYEE AFTER-TAX	\$ 881.92	
91305	THE STANDARD - VISION	RETIREES VISION JUNE 2026	\$ 550.48	
91306	USA BLUEBOOK	ROEMER CHEMICALS	\$ 970.23	
91306	USA BLUEBOOK	ROEMER CHEMICALS	\$ 944.03	
91306	USA BLUEBOOK	ROEMER SUPPLIES	\$ 142.40	
91307	VERIZON CONNECT FLEET USA LLC	SERVICES JUNE 2026	\$ 975.97	
91308	VERIZON WIRELESS PHONES	CELL PHONES/IPADS	\$ 5,523.67	
91308	VERIZON WIRELESS PHONES	CELL PHONES/IPADS	\$ 1,916.72	
91308	VERIZON WIRELESS PHONES	CELL PHONES/IPADS	\$ 884.97	
91309	W.M. LYLES CO	SCADA Master Plan Project	\$	103,659.00
91310	Hernandez, Blanca	CUSTOMER REFUND	\$ 42.22	
91311	Ramirez, America Solaris & Cezar	CUSTOMER REFUND	\$ 65.21	
91312	BAILEY, BONNI	CUSTOMER REFUND	\$ 87.24	
91313	J & E Property Management LLC	CUSTOMER REFUND	\$ 76.13	
91314	Y., KLAIB, ANTOINE	CUSTOMER REFUND	\$ 50.42	
91315	ALLIED PACIFIC PROPERTY MANAGEMENT	CUSTOMER REFUND	\$ 37.61	
91316	Alnajjar, Ali	CUSTOMER REFUND	\$ 29.96	
91317	PASS, ROBERT	CUSTOMER REFUND	\$ 41.60	
91318	Rabadi, Daniel	CUSTOMER REFUND	\$ 21.86	
91319	LANDSEA FONTANA LLC	CUSTOMER REFUND	\$ 37.52	
91320	LANDSEA FONTANA LLC	CUSTOMER REFUND	\$ 58.63	
91321	LANDSEA FONTANA LLC	CUSTOMER REFUND	\$ 68.66	
91322	LANDSEA FONTANA LLC	CUSTOMER REFUND	\$ 51.84	
91323	NEW HOME CO.	CUSTOMER REFUND	\$ 86.46	
91324	NEW HOME CO.	CUSTOMER REFUND	\$ 85.35	
91325	SALCIDO, JACLYN/ JUAN	CUSTOMER REFUND	\$ 44.52	
91326	JAY, GREEN, CURTIS FREDELL	CUSTOMER REFUND	\$ 77.36	
91327	TK CONSTRUCTION	CUSTOMER REFUND	\$ 3,300.00	
91328	PACIFIC HYDROTECH CROP.	CUSTOMER REFUND	\$ 3,298.66	
91329	PACIFIC CONSTRUCTION GROUP	CUSTOMER REFUND	\$ 3,348.07	
91330	FRONTIER COMMUNITIES	CUSTOMER REFUND	\$ 2,401.20	
91331	MARTINEZ, DEANNA	CUSTOMER REFUND	\$ 15.53	
91332	Nunez, Rosalia	CUSTOMER REFUND	\$ 45.98	
91333	Rojas, Sara	CUSTOMER REFUND	\$ 54.71	
91334	LANDSEA FONTANA LLC	CUSTOMER REFUND	\$ 68.62	
91335	BOKATH, BRANDON	CUSTOMER REFUND	\$ 9.11	
91336	24 HR FIRE & WATER RESTORATION	Waste Remediation mini mobile	\$ 2,500.00	
91337	AMAZON.COM SALES INC	VEHICLE MAINTENANCE SUPPLIES	\$ 60.31	
91338	AT&T INTERNET	INTERNET SVC 04/26/26-05/25/26	\$ 154.44	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
91339	AUTOZONE STORES LLC	VEHICLES MAINTENANCE	\$ 43.89	
91339	AUTOZONE STORES LLC	VEHICLES MAINTENANCE	\$ 43.89	
91339	AUTOZONE STORES LLC	VEHICLES MAINTENANCE	\$ 18.80	
91339	AUTOZONE STORES LLC	VEHICLES MAINTENANCE	\$ 25.07	
91340	B L WALLACE DISTRIBUTOR INC	Fibrelyte Meter Lids	\$ 4,517.96	
91341	CALIAGUA, INC	Lord Ranch Facilities Project	\$	311,560.00
91341	CALIAGUA, INC	RETENTION	\$	(15,578.00)
91341	CALIAGUA, INC	WITHHOLDING RETENTION	\$	(186,200.00)
91342	CEMEX INC	MAINTENANCE SUPPLIES	\$ 272.46	
91343	COASTAL BUILDING SERVICES INC	Janitorial Services for District	\$ 974.00	
91343	COASTAL BUILDING SERVICES INC	Janitorial Services for District	\$ 2,904.00	
91344	COLTON PUBLIC UTILITIES	WELL 18A ELECTRIC	\$ 1,515.72	
91345	CONTROL TEMP INC	DISTRICT MAINTENANCE	\$ 995.00	
91345	CONTROL TEMP INC	DISTRICT MAINTENANCE	\$ 443.93	
91346	COUNTY OF SAN BERNARDINO	TREXC-2026-00298 PERMIT FEE	\$ 338.00	
91347	FEDEX	MAILING FEES-AIC	\$ 18.48	
91348	GARDA CL WEST INC	ARMORED TRANSPORTATION SERVICES	\$ 715.33	
91349	GHD INC	Professional Engineering Services Roemer Expansion	\$	29,861.92
91350	GRAINGER INC	PRODUCTION SUPPLIES	\$ 321.88	
91350	GRAINGER INC	FBR SUPPLIES	\$ 824.12	
91350	GRAINGER INC	ROEMER SUPPLIES	\$ 370.09	
91350	GRAINGER INC	ROEMER SUPPLIES	\$ 461.50	
91351	INDUSTRIAL METAL SUPPLY CO	MAINTENANCE SUPPLIES	\$ 66.33	
91352	INLAND EMPIRE UTILITIES AGENCY	SERVICES 04/01/26-04/30/26	\$ 5,883.93	
91353	JOHNSON CONTROLS FIRE PROTECTION LP	FBR fire panel repair	\$ 1,417.91	
91354	JOHNSON'S HARDWARE	ROEMER SUPPLIES	\$ 16.72	
91355	LOWES	WATER QUALITY SUPPLIES	\$ 172.99	
91355	LOWES	WATER QUALITY SUPPLIES	\$ 198.34	
91355	LOWES	ROEMER SUPPLIES	\$ 317.71	
91355	LOWES	MAINTENANCE SUPPLIES	\$ 417.08	
91356	MADELINE BLUA	To Provide Water Audit and Water Standard Optimiz	\$ 880.00	
91357	MENJIVAR, BRYANT	D1 CERTIFICATION - BRYANT MENJIVAR	\$ 70.00	
91358	MIKE ROQUET CONSTRUCTION, INC.	Street Paving, Patching, and Repairs	\$ 19,676.00	
91359	NED'S OIL SALES INC	PRODUCTION SUPPLIES	\$ 26.89	
91360	QUADIENT FINANCE USA INC	POSTAGE FOR METER	\$ 1,000.00	
91361	RIALTO WATER SERVICES	FBR SVC 04/18/26-05/20/26	\$ 800.84	
91362	RYAN HERCO PRODUCTS CORP	Purchase of Iwaki pumps	\$ 2,211.60	
91363	S&J SUPPLY CO INC	Hymax Cap 6'	\$ 480.13	
91363	S&J SUPPLY CO INC	S&J parts order 04.14.26	\$ 10.45	
91363	S&J SUPPLY CO INC	S&J parts order 04.14.26	\$ 20.10	
91363	S&J SUPPLY CO INC	S&J parts order 04.14.26	\$ 210.11	
91363	S&J SUPPLY CO INC	S&J parts order 04.14.26	\$ 668.43	
91363	S&J SUPPLY CO INC	S&J parts order 04.14.26	\$ 1,003.69	
91363	S&J SUPPLY CO INC	S&J parts order 04.14.26	\$ 1,969.13	
91363	S&J SUPPLY CO INC	S&J LP619 BREAKOFF	\$ 85.13	
91363	S&J SUPPLY CO INC	S&J LP619 BREAKOFF	\$ 964.36	
91363	S&J SUPPLY CO INC	S&J LP619 BREAKOFF	\$ 8,525.18	
91363	S&J SUPPLY CO INC	S&J Supply	\$ 143.78	
91363	S&J SUPPLY CO INC	S&J Supply	\$ 129.30	
91363	S&J SUPPLY CO INC	S&J Supply	\$ 52.80	
91363	S&J SUPPLY CO INC	S&J Supply	\$ 47.45	
91363	S&J SUPPLY CO INC	S&J Supply	\$ 17.24	
91363	S&J SUPPLY CO INC	S&J Supply	\$ 2.36	
91363	S&J SUPPLY CO INC	S&J Supply	\$ 15.25	
91363	S&J SUPPLY CO INC	S&J Supply	\$ 2.86	

WEST VALLEY WATER DISTRICT

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91363	S&J SUPPLY CO INC	S&J Supply	\$ 2.86	
91364	SO CALIFORNIA EDISON	ROEMER ELECTRICITY-05/01/26-06/01/26	\$ 35,674.97	
91365	STATE WATER RESOURCES CONTROL BOARD	D2 CERTIFICATION-GILBERT OLIVAREZ	\$ 80.00	
91366	UNDERGROUND SERVICE ALERT	MAINTENANCE SUPPLIES	\$ 211.37	
91366	UNDERGROUND SERVICE ALERT	NEW TICKETS	\$ 745.30	
91367	USA BLUEBOOK	ROEMER SUPPLIES	\$ 553.81	
91367	USA BLUEBOOK	ROEMER SUPPLIES	\$ 361.91	
91368	WATER SYSTEMS CONSULTING INC	PSA for Water Use Efficiency Master Plan	\$ 3,893.75	
91369	YO FIRE	MAINTENANCE SUPPLIES	\$ 398.68	
91369	YO FIRE	MAINTENANCE SUPPLIES	\$ 344.80	
91370	AIRSTREAM, INC.	Cargo Van hydration conversion services	\$	48,176.89
91370	AIRSTREAM, INC.	10% RETENTION	\$	(4,817.69)
91371	AMAZON.COM SALES INC	MAINTENANCE SUPPLIES	\$ 452.50	
91372	AQUA-METRIC SALES CO	Aqua Metric Meter Order 5.19.26	\$ 7,509.74	
91372	AQUA-METRIC SALES CO	Aqua Metric Meter Order 5.19.26	\$ 17,936.07	
91372	AQUA-METRIC SALES CO	Aqua Metric Meter Order 5.19.26	\$ 3,236.40	
91373	AT&T	TELEMETRY LINE	\$ 64.80	
91374	BACKFLOW PREVENTION DEVICE INSPECTIONS INC	RP Backflows	\$ 16,769.18	
91375	BAVCO	WATER QUALITY SUPPLIES	\$ 122.80	
91376	CALIAGUA, INC	Lord Ranch Facilities Project	\$	838,350.00
91376	CALIAGUA, INC	RETENTION	\$	(41,917.50)
91377	CINTAS CORPORATION NO 2	SAFETY SUPPLIES	\$ 28.07	
91377	CINTAS CORPORATION NO 2	SAFETY SUPPLIES	\$ 562.46	
91377	CINTAS CORPORATION NO 2	SAFETY SUPPLIES	\$ 281.23	
91378	CLEANMART USA	Janitorial Supplies	\$ 117.99	
91379	COLUMBIA BANK	ESCROW#20250813-6270 CALIAGUA INC	\$	57,174.50
91380	CONTROL TEMP INC	ROEMER AC MAINTENANCE	\$ 111.93	
91380	CONTROL TEMP INC	HQ AC MAINTENANCE	\$ 361.19	
91381	FEDEX	SHIPPING FEES	\$ 20.67	
91382	FRANCHISE TAX BOARD	GARNISHMENT	\$ 1,078.55	
91383	GRANITE CONSTRUCTION COMPANY	EZ Street Asphalt mix-special blend	\$ 1,629.18	
91384	HAAKER EQUIPMENT COMPANY	CREDIT FOR INV#INV24654	\$ (4,018.28)	
91384	HAAKER EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	\$ 3,990.28	
91384	HAAKER EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	\$ 465.58	
91385	HONEYCOTT INC	METERS SUPPLIES	\$ 195.00	
91386	INDUSTRIAL METAL SUPPLY CO	MAINTENANCE SUPPLIES	\$ 66.33	
91387	JOHNSON'S HARDWARE	WATER QUALITY SUPPLIES	\$ 168.63	
91387	JOHNSON'S HARDWARE	WATER QUALITY SUPPLIES	\$ 71.06	
91387	JOHNSON'S HARDWARE	MAINTENANCE SUPPLIES	\$ 68.01	
91387	JOHNSON'S HARDWARE	MAINTENANCE SUPPLIES	\$ 90.49	
91387	JOHNSON'S HARDWARE	MAINTENANCE SUPPLIES	\$ 6.31	
91387	JOHNSON'S HARDWARE	MAINTENANCE SUPPLIES	\$ 20.54	
91388	MARIPOSA LANDSCAPES INC	Landscape Services for District	\$ 7,500.98	
91389	MICHAEL BAKER INTERNATIONAL, INC	Construction Managem Lord Ranch Facilities Project	\$	54,480.88
91390	MINUTEMAN PRESS OF RANCHO CUCAMONGA	Water Quality Report Postage	\$ 5,769.41	
91391	MOTIVE ENERGY STORAGE SYSTEMS INC	Annual O&M agreement for 3A-1	\$ 5,000.00	
91391	MOTIVE ENERGY STORAGE SYSTEMS INC	O&M Annual Operating Fee for Well 8A, PS 4-1 & PS	\$ 5,000.00	
91391	MOTIVE ENERGY STORAGE SYSTEMS INC	O&M Annual Operating Fee for Well 8A, PS 4-1 & PS	\$ 5,000.00	
91391	MOTIVE ENERGY STORAGE SYSTEMS INC	O&M Annual Operating Fee for Well 8A, PS 4-1 & PS	\$ 5,000.00	
91392	RIALTO WATER SERVICES	WELL#16 04/27/26-05/27/26	\$ 37.30	
91393	SO CALIFORNIA EDISON	S END SHOP 05/11/26-06/09/26	\$ 154.88	
91394	THE GAS COMPANY	HQ GAS 05/08/26-06/10/26	\$ 26.29	
91395	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	ER Adjusts	\$ (21.98)	
91395	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	AD&D	\$ 4.18	
91395	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	DEPENDENT LIFE	\$ 1.23	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT JUNE 2026

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
91395	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	LIFE INSURANCE	\$ 30.86	
91395	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	LONG TERM DISABILITY	\$ 30.83	
91395	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	AD&D	\$ 29.30	
91395	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	DEPENDENT LIFE	\$ 6.15	
91395	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	LIFE INSURANCE	\$ 216.23	
91395	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	LONG TERM DISABILITY	\$ 24.11	
91395	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	AD&D	\$ 329.54	
91395	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	DEPENDENT LIFE	\$ 99.63	
91395	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	LIFE INSURANCE	\$ 2,429.99	
91395	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	LIFE INSURANCE	\$ 27.13	
91395	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	LONG TERM DISABILITY	\$ 2,562.54	
91395	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability	\$ 305.13	
91395	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability	\$ 174.36	
91395	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability	\$ 217.95	
91395	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability	\$ 87.18	
91395	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability	\$ 523.08	
91395	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability	\$ 305.13	
91395	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability	\$ 261.54	
91395	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability	\$ 130.77	
91395	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability	\$ 174.36	
91395	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability	\$ 174.36	
91395	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability	\$ 435.90	
91395	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability	\$ 174.36	
91395	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability	\$ 87.18	
91395	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability	\$ 130.77	
91395	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability	\$ 217.95	
91395	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability	\$ 130.77	
91396	THE STANDARD - VISION	VISION VSP	\$ (29.52)	
91396	THE STANDARD - VISION	EE Adjusts	\$ (9.80)	
91396	THE STANDARD - VISION	VISION MES	\$ 15.34	
91396	THE STANDARD - VISION	VISION VSP	\$ 78.64	
91396	THE STANDARD - VISION	VISION MES	\$ 199.42	
91396	THE STANDARD - VISION	VISION VSP	\$ 1,336.88	
91397	TROUT ELECTRIC	EV Charging Station	\$	15,046.40
91398	UNITED RENTALS NORTHWEST INC	VEHICLE SUPPLIES	\$ 358.64	
91399	USA BLUEBOOK	ROEMER SUPPLIES	\$ 969.82	
91400	WHITE CAP CONSTRUCTION SUPPLY	MAINTENANCE SUPPLIES	\$ 939.60	
91401	WOUNDED HEALERS LIFESTYLE & WELLNESS COACHING	JUNETEENTH JAM SPONSORSHIP	\$ 2,000.00	
91402	NEW HOME CO.	CUSTOMER REFUND	\$ 33.07	
91403	NEW HOME CO.	CUSTOMER REFUND	\$ 87.43	
91404	ZEPEDA, GUILLERMO	CUSTOMER REFUND	\$ 37.94	
91405	VERLANDER, JAMES	CUSTOMER REFUND	\$ 39.01	
91406	Mayani, Dinesh	CUSTOMER REFUND	\$ 174.96	
91407	Centeno, Eduardo	CUSTOMER REFUND	\$ 5.18	
91408	Davis, Myrtie Bell Trust	CUSTOMER REFUND	\$ 160.82	
91409	NEW HOME CO.	CUSTOMER REFUND	\$ 20.68	
91410	AMES CONSTRUCTION	CUSTOMER REFUND	\$ 3,295.33	
91415	Davis, Myrtie Bell Trust	CUSTOMER REFUND	\$ 160.82	
91416	CAREY, JAMES/ DEBRA	CUSTOMER REFUND	\$ 65.04	
91417	BRAVO, CORINA/PEDRO RODRIGUEZ	CUSTOMER REFUND	\$ 21.07	
91418	Eualio Valencia	CUSTOMER REFUND	\$ 54.87	
91419	Inc, Mesa Properties	CUSTOMER REFUND	\$ 153.03	
91420	Reddy, Hari & Usha	CUSTOMER REFUND	\$ 66.09	
91421	LANDSEA FONTANA LLC	CUSTOMER REFUND	\$ 34.66	
91422	LANDSEA FONTANA LLC	CUSTOMER REFUND	\$ 35.56	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
JUNE 2026

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
91423	NEW HOME CO.	CUSTOMER REFUND	\$ 1.45	
91424	NEW HOME CO.	CUSTOMER REFUND	\$ 62.93	
91425	Martinez, Victor S Arevalo	CUSTOMER REFUND	\$ 17.64	
91426	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 29.85	
91426	AMAZON.COM SALES INC	Computer supplies June 26	\$ 1,621.86	
91427	AQUANUITY, INC	ANNUAL SUPPORT FEES	\$ 5,000.00	
91428	AUTOZONE STORES LLC	SHOP SUPPLIES	\$ 36.19	
91428	AUTOZONE STORES LLC	UNIT#215 MAINTENANCE	\$ 35.53	
91429	CALIFORNIA SOCIETY OF MUNI FINANCE OFFICER	IE CH MEETING 6/4-GUSTAVO GUTIERREZ	\$ 55.00	
91429	CALIFORNIA SOCIETY OF MUNI FINANCE OFFICER	IE CH MEETING 6/4-GINA BERTOLINE	\$ 55.00	
91430	CITY OF RIALTO	UTILITY USER TAX-MAY 2026	\$ 11,155.74	
91430	CITY OF RIALTO	UTILITY USER TAX-MAY 2026	\$ (179.81)	
91431	CITY OF RIALTO-ALARM PROGRAM	ALARMS	\$ 271.10	
91432	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	PERMIT-632 S ARROWHEAD	\$ 958.70	
91433	COLUMBIA BANK	ESCROW#20250813-6270 CALIAGUA		\$ 41,917.50
91434	FLEETCREW, INC	Clean Truck Check	\$ 1,887.00	
91436	GRAINGER INC	WELLNESS PROGRAM SUPPLIES	\$ 787.28	
91437	HAAKER EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	\$ 996.98	
91438	HOME DEPOT	PRODUCTION SUPPLIES	\$ 48.91	
91438	HOME DEPOT	WATER QLTY SUPPLIES	\$ 878.12	
91438	HOME DEPOT	WATER QLTY SUPPLIES	\$ 911.45	
91438	HOME DEPOT	WATER QLTY SUPPLIES	\$ 236.70	
91438	HOME DEPOT	MAINTENANCE SUPPLIES	\$ 699.30	
91438	HOME DEPOT	MAINTENANCE SUPPLIES	\$ 541.44	
91438	HOME DEPOT	MAINTENANCE SUPPLIES	\$ 243.58	
91438	HOME DEPOT	DISTRICT MAINTENANCE	\$ 22.77	
91439	ISSA J HAMIDA	CUSTOMER SERVICES-MARCH 2026	\$ 228.00	
91439	ISSA J HAMIDA	CUSTOMER SERVICES-APRIL 2026	\$ 191.00	
91439	ISSA J HAMIDA	CUSTOMER SERVICES-MAY 2026	\$ 175.00	
91440	JAIME J GUZMAN	CUSTOMER SERVICES-MARCH 2026	\$ 78.00	
91440	JAIME J GUZMAN	CUSTOMER SERVICES-APRIL 2026	\$ 78.00	
91440	JAIME J GUZMAN	CUSTOMER SERVICES-MAY 2026	\$ 59.00	
91441	JOHNSON'S HARDWARE	FBR SUPPLIES	\$ 76.29	
91441	JOHNSON'S HARDWARE	UNIT#199 MAINTENANCE	\$ 19.30	
91442	LENNAR HOMES	TRACT#17165-D14004	\$ 80.00	
91443	MENA-ROSALES, ERIC	GOV FLEET EXPO CONFERENCE	\$ 107.01	
91444	NORTH FONTANA INVESTMENT LLC	SERVICE DEPOSIT	\$ 350.00	
91445	O'REILLY AUTO PARTS	UNIT#105 MAINTENANCE	\$ 351.34	
91446	RIALTO WATER SERVICES	ROEMER 04/30/26-05/31/26	\$ 156.85	
91447	RICHMOND AMERICAN HOMES	TRACT#20139 SVC DEP	\$ 40.00	
91448	ROBERT GALLEGOS INC	4" Hydrant Meters	\$ 5,269.54	
91449	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	\$ 20.00	
91449	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	\$ 20.00	
91449	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	\$ 20.00	
91450	SG CREATIVE LLC	MASCOT DESIGNS	\$ 600.00	
91451	SO CALIFORNIA EDISON	WELL#22 05/14/26-06/14/26	\$ 11.16	
91451	SO CALIFORNIA EDISON	VARIOUS LOCATIONS 05/01/26-06/01/26	\$ 88,246.92	
91451	SO CALIFORNIA EDISON	VARIOUS LOCATIONS 05/01/26-06/01/26	\$ 97,510.07	
91451	SO CALIFORNIA EDISON	VARIOUS LOCATIONS 05/01/26-06/01/26	\$ 16,005.32	
91451	SO CALIFORNIA EDISON	19920 COUNTRY CLUB/WELL#17	\$ 21,696.11	
91451	SO CALIFORNIA EDISON	VARIOUS LOCATIONS 05/01/26-06/01/26	\$ 14,372.82	
91451	SO CALIFORNIA EDISON	19920 COUNTRY CLUB/WELL#17	\$ 648.23	
91451	SO CALIFORNIA EDISON	WELL#7 05/13/26-06/11/26	\$ 31,803.29	
91451	SO CALIFORNIA EDISON	WELL#11X 05/14/26-06/14/26	\$ 26.71	
91451	SO CALIFORNIA EDISON	VARIOUS LOCATIONS 05/01/26-06/01/26	\$ 21,661.08	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
JUNE 2026

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
91451	SO CALIFORNIA EDISON	VARIOUS LOCATIONS 05/01/26-06/01/26	\$ 2,831.00	
91451	SO CALIFORNIA EDISON	VARIOUS LOCATIONS 05/01/26-06/01/26	\$ 4,255.32	
91451	SO CALIFORNIA EDISON	VARIOUS LOCATIONS 05/01/26-06/01/26	\$ 191.02	
91451	SO CALIFORNIA EDISON	VARIOUS LOCATIONS 05/01/26-06/01/26	\$ 4,162.84	
91452	THE GAS COMPANY	ROEMER 05/04/26-06/04/26	\$ 17.27	
91453	THOMAS HARDER & CO., INC	Services to Groundwater Modeling	\$ 589.37	
91453	THOMAS HARDER & CO., INC	Services to Groundwater Modeling	\$ 589.37	
91453	THOMAS HARDER & CO., INC	Services to Groundwater Modeling	\$ 589.38	
91453	THOMAS HARDER & CO., INC	Services to Groundwater Modeling	\$ 589.38	
91454	TYLER TECHNOLOGIES INC	LIEN PROCESS CONFIGURATION	\$ 320.00	
SUBTOTALS			\$ 1,253,920.35	\$ 1,563,517.65
GRAND TOTAL			\$ 2,817,438.00	

Exhibit B

WEST VALLEY WATER DISTRICT
PAYROLL GROSS WAGES
FISCAL YEAR 2025 - 2026

Report Month	Description	From	To	Gross Wages Paid
July 2025	Pay Period - Separation	06/21/25	07/04/25	1,515.84
July 2025	Pay Period #1	06/01/25	06/30/25	9,751.05
July 2025	Pay Period #14	06/20/25	07/04/25	466,932.13
July 2025	Pay Period #15	07/04/25	07/18/25	429,103.28
Total for July 2025				<u>905,786.46</u>
August 2025	Monthly Pay Period #8	07/01/25	07/31/25	10,401.12
August 2025	Pay Period #16	07/18/25	08/01/25	416,881.36
August 2025	Pay Period #17	08/01/25	08/15/25	415,691.02
Total for August 2025				<u>842,973.50</u>
September 2025	Pay Period #18	08/15/25	08/29/25	408,812.97
September 2025	Monthly Pay Period #9	08/01/25	08/31/25	10,834.50
September 2025	Pay Period #18 (Correction)	08/15/25	08/29/25	226.40
September 2025	Pay Period #19	08/29/25	09/12/25	407,443.07
Total for September 2025				<u>827,316.94</u>
October 2025	Monthly Pay Period #10	09/01/25	09/30/25	10,834.50
October 2025	Pay Period #20	09/13/25	09/27/25	414,859.18
October 2025	Pay Period #21	09/27/25	10/10/25	413,167.87
October 2025	Pay Period #22	10/10/25	10/24/25	435,853.16
Total for October 2025				<u>1,274,714.71</u>
November 2025	Manual Check (Settlement)	11/05/25	11/05/25	50,000.00
November 2025	Monthly Pay Period #11	11/01/25	11/30/25	11,029.44
November 2025	Pay Period #23	10/24/25	11/07/25	417,002.28
November 2025	Supplemental Pay (Longevity & SLCO)	11/20/25	11/20/25	83,518.08
November 2025	Supplemental Pay (Longevity & SLCO)-1EE	11/24/25	11/24/25	2,405.60
November 2025	Pay Period #24	11/07/25	11/21/25	430,207.59
Total for November 2025				<u>994,162.99</u>
December 2025	Monthly Pay Period #12	11/01/25	11/30/25	10,920.96
December 2025	Pay Period #25	11/21/25	12/05/25	416,449.05
December 2025	Pay Period #26	12/05/25	12/19/25	428,917.33
Total for December 2025				<u>856,287.34</u>
January 2026	Monthly Pay Period #1	12/01/25	12/31/25	11,376.00
January 2026	Pay Period #1	12/20/25	01/02/26	421,416.41
January 2026	Separation	01/07/26	01/07/26	1,163.67
January 2026	Pay Period #2	01/03/26	01/16/26	389,663.44
Total for January 2026				<u>823,619.52</u>

WEST VALLEY WATER DISTRICT
PAYROLL GROSS WAGES
FISCAL YEAR 2025 - 2026

Report Month	Description	From	To	Gross Wages Paid
February 2026	Monthly Pay Period #2	07/24/70	08/23/70	11,376.00
February 2026	Pay Period #3	01/17/26	01/30/26	404,269.01
February 2026	Pay Period #4	01/31/26	02/13/26	404,573.04
Total for February 2026				<u>830,619.17</u>
March 2026	Monthly Pay Period #3	02/01/26	02/28/26	11,376.00
March 2026	Pay Period #5	02/13/26	02/27/26	396,539.16
March 2026	Pay Period #6	02/27/26	03/13/26	399,833.07
Total for March 2026				<u>807,748.23</u>
April 2026	Monthly Pay Period #4	03/01/26	03/31/26	11,376.00
April 2026	Pay Period #7	03/13/26	03/27/26	395,756.12
April 2026	Pay Period #8	03/27/26	04/10/26	398,203.16
April 2026	Pay Period #9	04/10/26	04/24/26	402,536.93
Total for April 2026				<u>1,620,077.49</u>
May 2026	Monthly Pay Period #5	04/01/26	04/30/26	11,376.00
May 2026	Pay Period #10	04/24/26	05/08/26	398,148.38
May 2026	Pay Period #11	05/08/26	05/22/26	414,921.29
Total for May 2026				<u>824,445.67</u>
June 2026	Pay Period #12	05/22/26	06/05/26	401,212.88
June 2026	Monthly Pay Period #6	05/01/26	05/31/26	11,376.00
June 2026	Pay Period #13	06/05/26	06/19/26	492,580.75
Total for June 2026				<u>1,348,550.69</u>

**WEST VALLEY WATER DISTRICT
EFT AND PAYROLL ITEMS
FISCAL YEAR 2025 - 2026**

Date	Item	Check No. or EFT	Amount
06/05/26	Monthly Pay Period #6	N/A	0.00
06/11/26	Pay Period #12	N/A	0.00
06/25/26	Pay Period #13	N/A	0.00
Total Checks			0.00
06/05/26	Monthly Pay Period #6 Direct Deposits	EFT	9,708.24
06/05/26	Federal Tax Withheld Social Security & Medicare	EFT	2,414.86
06/05/26	State Tax Withheld and State Disability Insurance	EFT	187.23
06/11/26	Pay Period #12 Direct Deposits	EFT	267,196.34
06/11/26	Federal Tax Withheld Social Security & Medicare	EFT	103,255.45
06/11/26	State Tax Withheld and State Disability Insurance	EFT	17,656.21
06/11/26	MissionSquare	EFT	20,558.01
06/11/26	MissionSquare - ROTH	EFT	940.00
06/11/26	MissionSquare - 401a	EFT	4,450.00
06/11/26	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	39,898.47
06/11/26	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	27,776.28
06/11/26	California State Disbursement	EFT	984.46
06/11/26	Sterling FSA	EFT	1,849.58
06/25/26	Pay Period #13 Direct Deposits	EFT	319,355.83
06/25/26	Federal Tax Withheld Social Security & Medicare	EFT	140,357.75
06/25/26	State Tax Withheld and State Disability Insurance	EFT	25,637.81
06/25/26	MissionSquare	EFT	21,346.46
06/25/26	MissionSquare - ROTH	EFT	1,257.00
06/25/26	MissionSquare - 401a	EFT	4,675.00
06/25/26	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	39,656.60
06/25/26	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	28,122.43
06/25/26	California State Disbursement	EFT	984.46
06/25/26	Sterling FSA	EFT	1,849.58
Total EFT			1,080,118.05
Grand Total Payroll Cash			1,080,118.05



STAFF REPORT

DATE: August 6, 2026
TO: Board of Directors
FROM: Jose Velasquez, Chief Financial Officer
SUBJECT: Revenue and Expenditures Report - June 2026

STRATEGIC GOAL:

Strategic Goal 6 – Demonstrate Effective Financial Stewardship; Objective 6D - Maintain a Data Driven Approach and Financial-Based Decision-Making

MEETING HISTORY:

07.13.26 - Finance Committee Meeting

BACKGROUND:

The Board of Directors requested the Monthly Financial Status Reports to be presented to the Finance Committee for review and discussion before presenting them to the Board of Directors. The reports are being produced by the District's Financial System (System of Records) and will be presented on a monthly basis.

DISCUSSION:

The Monthly Financial Status Report (**Exhibit A**) summarizes the District's revenue categories as well as expenditures for all Departments. The original total budget includes the adopted budget. The current total budget includes the adopted budget plus any budget amendments or adjustments made during the year. Period activity column represents activity for the reporting periods. The fiscal activity column represents the year-to-date activity or transactions that have been recorded in the general ledger from the beginning of the fiscal year, July 1 through June 30th. The encumbrance column represents funds encumbered with a purchase order that have not been spent but committed. The percentage column represents the percentage of the current budget that has been received (Revenue) or utilized (Expenditure).

In summary, for the twelve months of the fiscal year through June 2026, the District has total earned revenues of \$49,062,799 and incurred total expenses of \$33,097,191. This results in an operating surplus of \$15,965,607. The surplus is being used to support the Capital Improvement Program. Contributing to the positive results are water sales and other non-operating income.

FISCAL IMPACT:

There is no fiscal impact for producing the June 2026 Monthly Revenue & Expenditure Report.

REQUESTED ACTION:

Approve the June 2026 Monthly Revenue and Expenditures Report.

Attachments

[Exhibit A - 2026 June Monthly Rev & Exp Report.pdf](#)

EXHIBIT A



West Valley Water District, CA

Budget Report
Group Summary

For Fiscal: 2025-2026 Period Ending: 06/30/2026

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Department...	Original		Current		Period		Fiscal		Variance		Percent
	Total Budget	Activity	Total Budget	Activity	Activity	Encumbrances	Activity	Encumbrances	Favorable (Unfavorable)	Used	
Revenue											
4000 - Water consumption sales	18,665,400.00	19,376,520.00	1,887,220.16	20,012,369.84	0.00	635,849.84	103.28 %				
4010 - Water service charges	8,890,060.00	9,254,559.00	899,045.92	9,525,046.93	0.00	270,487.93	102.92 %				
4020 - Other operating revenue	5,166,245.00	5,166,245.00	934,842.91	5,544,248.71	0.00	378,003.71	107.32 %				
4030 - Property Taxes	4,400,030.00	4,400,030.00	3,623.56	4,876,768.75	0.00	476,738.75	110.83 %				
4040 - Interest & Investment Earnings	4,200,000.00	4,200,000.00	29,408.52	3,688,035.78	0.00	-511,964.22	87.81 %				
4050 - Rental Revenue	41,000.00	41,000.00	3,535.89	41,928.77	0.00	928.77	102.27 %				
4060 - Grants and Reimbursements	1,520,000.00	1,520,000.00	0.00	1,569,453.63	0.00	49,453.63	103.25 %				
4080 - Other Non-Operating Revenue	3,590,037.00	3,590,037.00	0.00	3,804,946.20	0.00	214,909.20	105.99 %				
Revenue Total:	46,472,772.00	47,548,391.00	3,757,676.96	49,062,798.61	0.00	1,514,407.61	103.18 %				

Budget Report

For Fiscal: 2025-2026 Period Ending: 06/30/2026

Department...	Original		Current		Period Activity	Fiscal		Variance		Percent Used
	Total Budget		Total Budget			Activity	Encumbrances	Favorable (Unfavorable)		
Expense										
5110 - Source Of Supply	2,360,380.00		1,980,380.00		62,054.78	1,306,664.09	0.00	673,715.91	65.98 %	
5210 - Production	5,585,050.00		5,895,050.00		403,706.04	5,476,279.19	117,232.59	301,538.22	94.88 %	
5310 - Water Quality	841,900.00		861,900.00		77,718.01	777,265.87	17,426.78	67,207.35	92.20 %	
5320 - Water Treatment - Perchlorate	605,000.00		485,600.00		39,984.45	271,577.02	4,400.71	209,622.27	56.83 %	
5350 - Water Treatment - FBR/FXB	2,067,721.00		2,092,721.00		234,267.30	2,108,138.51	112,396.37	-127,813.88	106.11 %	
5390 - Water Treatment - Roemer/Arsenic	2,726,685.00		2,851,685.00		208,420.96	2,205,313.85	69,091.00	577,280.15	79.76 %	
5410 - Maintenance - T & D	3,043,000.00		3,043,000.00		230,658.37	2,782,162.95	15,150.84	245,686.21	91.93 %	
5510 - Customer Service	1,238,300.00		1,268,300.00		78,754.01	974,698.12	0.00	293,601.88	76.85 %	
5520 - Meter Reading	1,026,200.00		1,026,200.00		91,970.15	1,088,598.83	13,364.50	-75,763.33	107.38 %	
5530 - Billing	677,100.00		739,100.00		54,106.34	683,775.95	25,690.31	29,633.74	95.99 %	
5610 - Administration	2,664,425.00		2,664,425.00		242,591.07	2,317,923.94	47,463.21	299,037.85	88.78 %	
5615 - General Operations	3,234,919.00		3,234,919.00		136,114.97	3,303,983.10	49,408.48	-118,472.58	103.66 %	
5620 - Accounting	1,174,150.00		1,174,150.00		88,499.61	1,112,928.43	28,328.14	32,893.43	97.20 %	
5630 - Engineering	2,786,875.00		2,846,875.00		187,480.80	2,375,952.50	198,164.60	272,757.90	90.42 %	
5640 - Business Systems	1,890,830.00		1,758,230.00		139,724.08	1,485,275.46	34,632.77	238,321.77	86.45 %	
5645 - GIS	291,200.00		291,200.00		25,306.04	280,391.99	0.00	10,808.01	96.29 %	
5650 - Board Of Directors	347,000.00		347,000.00		23,824.30	373,308.07	9,599.99	-35,908.06	110.35 %	
5660 - Human Resources/Risk Management	940,300.00		940,300.00		70,702.62	841,558.96	18,750.00	79,991.04	91.49 %	
5680 - Purchasing	792,900.00		792,900.00		49,150.74	616,134.48	0.00	176,765.52	77.71 %	
5710 - Public Affairs	1,616,795.00		1,616,795.00		105,968.80	1,255,427.84	47,000.63	314,366.53	80.56 %	
5720 - Grants & Rebates	195,000.00		195,000.00		7,517.21	134,777.01	5,702.93	54,520.06	72.04 %	
6200 - Interest Expense	1,228,042.51		1,228,042.51		0.00	875,055.05	0.00	352,987.46	71.26 %	
6300 - Debt Administration Service	6,615.00		6,615.00		0.00	0.00	0.00	6,615.00	0.00 %	
6800 - Other Non-Operating Expense	0.00		450,000.00		0.00	450,000.00	0.00	0.00	100.00 %	
Expense Total:	37,340,387.51		37,790,387.51		2,558,520.65	33,097,191.21	813,803.85	3,879,392.45	89.73 %	
Report Surplus (Deficit):	9,132,384.49		9,758,003.49		1,199,156.31	15,965,607.40	-813,803.85	5,393,800.06	155.28 %	

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	104
100 - Water Operations Fund	9,132,384.49	9,758,003.49	1,199,156.31	15,965,607.40	-813,803.85	5,393,800.06	
Report Surplus (Deficit):	9,132,384.49	9,758,003.49	1,199,156.31	15,965,607.40	-813,803.85	5,393,800.06	



STAFF REPORT

DATE: August 6, 2026

TO: Board of Directors

FROM: Rocky Welborn, Director of Engineering

SUBJECT: Water System Infrastructure Installation and Conveyance Agreement with North Fontana Investment Company, LLC for Tract 20646 The Resort at the Arboretum (Cypress Avenue)

STRATEGIC GOAL:

Strategic Goal 1 - Manage and Deliver a Safe, Reliable, and Sustainable Water Supply; Objective 1A - Increase System Capacity for Anticipated Growth.

MEETING HISTORY:

Engineering, Operations and Planning Committee Meeting - 07.23.2026

BACKGROUND:

North Fontana Investment Company, LLC ("Developer") is the owner of land located south of Grapeland Street, north of Duncan Canyon Road, and west of Sierra Avenue, in the City of Fontana, known as Tract 20646, The Resort at the Arboretum ("Development"). The project proposes the development of 136 acres of vacant land into a master planned community with 14 numbered lots designated for residential, commercial, open space and a public school. The Development will require the relocation and installation of multiple District facilities to provide domestic, irrigation and fire water service to the project. This phase of the development specifically deals with the construction of 2,805 LF of 12" Ductile Iron Pipe within the Cypress Avenue right-of-way.

DISCUSSION:

West Valley Water District ("District") and the Developer wish to enter into a Developer-Installed Water System Infrastructure Installation and Conveyance Agreement ("Agreement") to construct the water facilities needed to supply water to the Development. 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. Included as **Exhibit A** is a copy of the Water System Infrastructure Installation and Conveyance Agreement for this development, which also includes the location of the Development.

FISCAL IMPACT:

No fiscal impact to the District.

REQUESTED ACTION:

Staff Recommends the Board of Directors:

1. Approve the Water System Infrastructure Installation and Conveyance Agreement with North Fontana Investment Company, LLC for Tract 20646, The Resort at the Arboretum (Cypress Avenue).
2. Authorize the General Manager to execute all necessary documents.

Attachments

[Exhibit A - WICA.pdf](#)

Exhibit A

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 **North Fontana Investment Company, LLC** ("Developer"), and WEST VALLEY WATER DISTRICT ("District") who agree as follows:

The Developer is the owner of certain land described as **Tract 20646 The Resort at the Arboretum** and as more fully (or further) shown on Exhibit "A". 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 Exhibit "A".

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 sole expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **Tract 20646 The Resort at the Arboretum – Cypress Avenue**, as approved and attached herein as Exhibit "B" 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 Rules and Regulations, latest edition (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, 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, improvement 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, legal requirements, and other applicable requirements.

2.2 The performance of this Agreement shall commence within ninety (90) calendar days from the executed 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 pre-construction meeting with the District no less than two (2) 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 by the District, 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 attached herein as Exhibit "C".

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 sole expense prior to construction.

3.4. Developer shall, at Developer's sole 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.

3.5 Developer shall, at Developer's sole expense, be responsible for obtaining and adhering to the California Environmental Quality Act.

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. General Liability: 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. Automotive/Vehicle Liability Insurance: 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. Workers' Compensation Insurance: 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. Excess Liability: 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 obtain a cost proposal for the approved water improvement plans from a pre-approved Contractor attached herein as Exhibit "C". The cost proposal 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.

5.2. Performance Bond: The cost proposal for the water system improvements for **Tract 20646 The Resort at the Arboretum – Cypress Avenue**, is (DEVELOPER TO PROVIDE AT LATER DATE) no/100 dollars (DEVELOPER TO PROVIDE AT LATER DATE). 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 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 performance bond attached herein at Exhibit "D", shall be in the amount of (DEVELOPER TO PROVIDE AT LATER DATE) equal to 100 percent of the cost proposal.

5.3. Warranty Bond: The pre-approved Contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved water improvement plans attached herein as Exhibit "B". 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 a warranty bond beginning on the date of acceptance of the water facilities by the District and shall be in the amount of (DEVELOPER TO PROVIDE AT LATER DATE) equal to 100 percent of the Contractor's cost proposal.

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: Tract 20646 The Resort at the Arboretum – Cypress Avenue

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

DEVELOPER NAME: North Fontana Investment Company, LLC

ATTN TO:

ADDRESS: 1156 N. Mountain Ave

Upland, CA 91786

RE: Tract 20646 The Resort at the Arboretum – Cypress Avenue

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

SURETY NAME:

ATTN TO:

ADDRESS

RE: Tract 20646 The Resort at the Arboretum – Cypress Avenue

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.

7.6. The Developer or its contractor shall provide the District forty-eight (48) hours advance notice of request for inspection or testing.

8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

8.1. Upon acceptance of the insurance and aforementioned bonds 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 or verbal notice followed by written notice within three (3) working days, 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. The Developer shall be responsible for insuring the pre-approved contractor performs work with District inspection. If work is done without District inspection, the Contractor shall be responsible for exposing any portion of work as directed by the District at their sole expense. The District will not provide permanent water services until all required inspections are completed and any requirements set forth by the District have been satisfied.

9.7. 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 before construction can take place as outlined in the billing letter (provided separately).

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 a warranty bond (One Hundred (100%) of Contractor's cost proposal) for a period of two (2) years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with County Recorder's office, 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 Bill of Sale 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.

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

WEST VALLEY WATER DISTRICT

By: _____ Date: _____
John Thiel, General Manager

DEVELOPER:

North Fontana Investment Company, LLC
a limited liability company

By: _____ Date: _____
Authorized Agent

Exhibit A

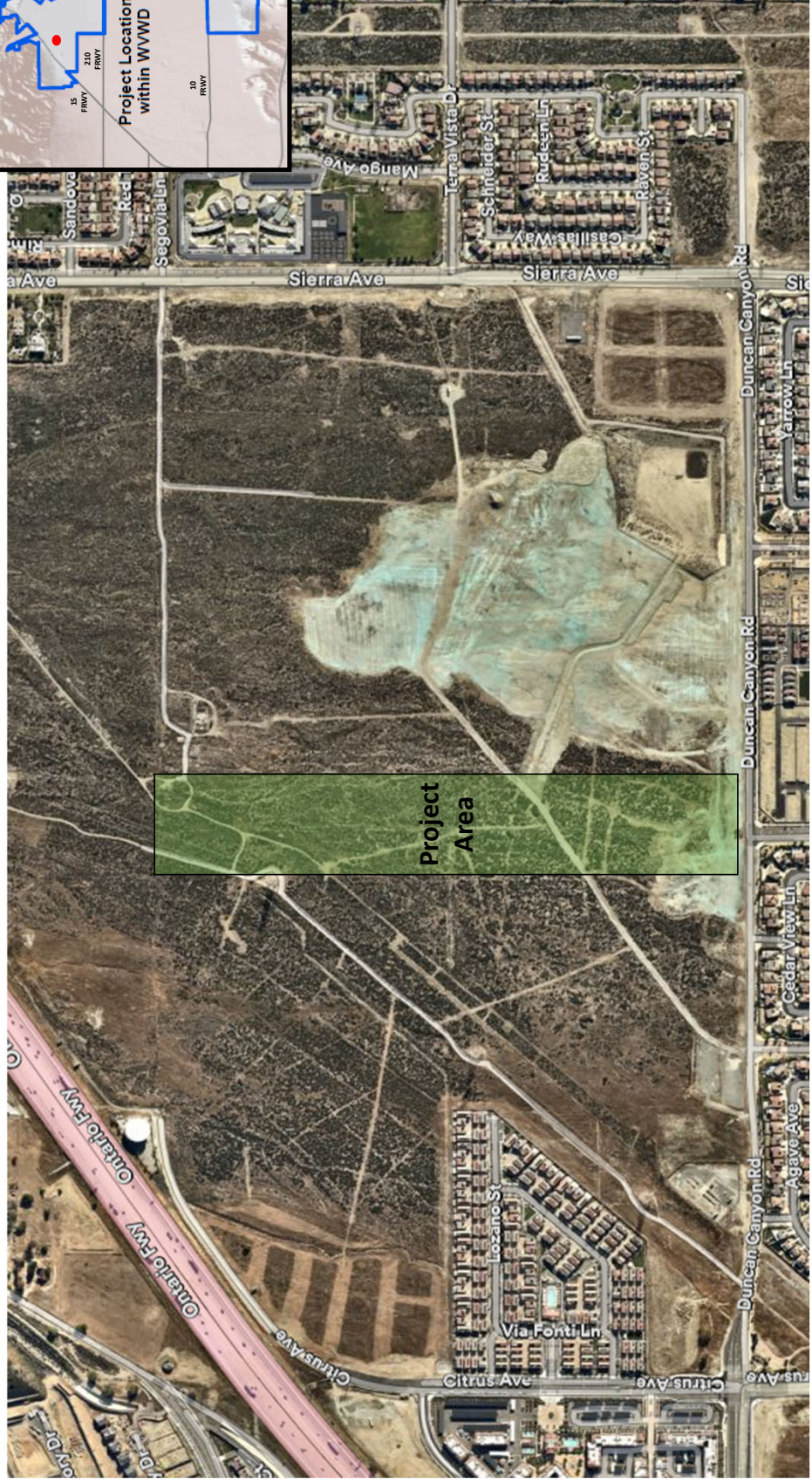
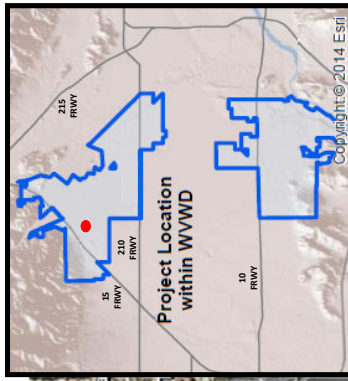


Exhibit A

TRACT 20646

The Resort at the Arboretum – Cypress Avenue



Exhibit B

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND

- ## UNAUTHORIZED CHANGES AND USES

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR OR LIABLE

IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO (2) YEARS OF THE DISTRICT APPROVAL DATE, THIS SHALL BE DEEMED TO BE THE DISTRICT HAS REFUSED TO CONSIDER THE PROJECT.

- PRIVATE ENGINEER'S NOTICE**

[illegible]

OS/UNIX	APA/7H	MSB/MO
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CYPRESS AVENUE IN THE CITY OF FONTANA



5N4	AT&T	SO.
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(800) 422-4133

AND FLANGE AND CONNECT TO EXISTING BUTTERFLY

5		
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WATER IMPROVEMENT PLANS

WILL SHEET



NORTH FONTANA

0121 251 0000 (0909) 989-0971

RTM ENGINEERING

1990: 0.10 (1.00)

THIS CERTIFIES THAT THESE PLANS

MILLING AND ABLE TO SUPPLY WATER TO SERVE THIS LOCATION.

THIS CERTIFICATE
UNDER THE

CHAPTER 16, CALIFORNIA WATERWORKS STANDARD OF THE STATE OF CALIFORNIA,
CALIFORNIA AND ADE IN ACCORDANCE WITH TITLE 22, CODE OF REGULATIONS,
SECTION 150000

FIVE P

CITY OF FONTANA

- 3-6 PLAN AND PROFILE

DUNCAN CANYON ROAD

TERRA VISTA DRIVE

CYPRESS AVENUE

TERRA VISTA DRIVE - 180' RW

CYPRESS AVENUE - 180' TO 116' RW

WEST VALLEY WATER DISTRICT

WATER IMPROVEMENT PLANS

FOR CYPRESS AVENUE

INDEX MAP

SCALE: 1"=100'

0 100 200 300 400

CONSTRUCTION CONTRACTOR: AMES, INC. & ASSOCIATES, INC. GENERAL CONTRACTOR: CONSTRUCTION

DATE: 05/05/2010

PROJECT: D28006

ATLAS SHEET: E36 & E37

WEST VALLEY WATER DISTRICT

WATER IMPROVEMENT PLANS

FOR CYPRESS AVENUE

INDEX MAP

2 SHEET OF 6 SHEETS

DRAWN BY: J. B. BROWN

CHECKED BY: J. B. BROWN

APPROVED BY: J. B. BROWN

DATE: 05/05/2010

PROJECT: D28006

ATLAS SHEET: E36 & E37

WEST VALLEY WATER DISTRICT

WATER IMPROVEMENT PLANS

FOR CYPRESS AVENUE

INDEX MAP

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WEST VALLEY WATER DISTRICT

WATER IMPROVEMENT PLANS

FOR CYPRESS AVENUE

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PROJECT: D28006

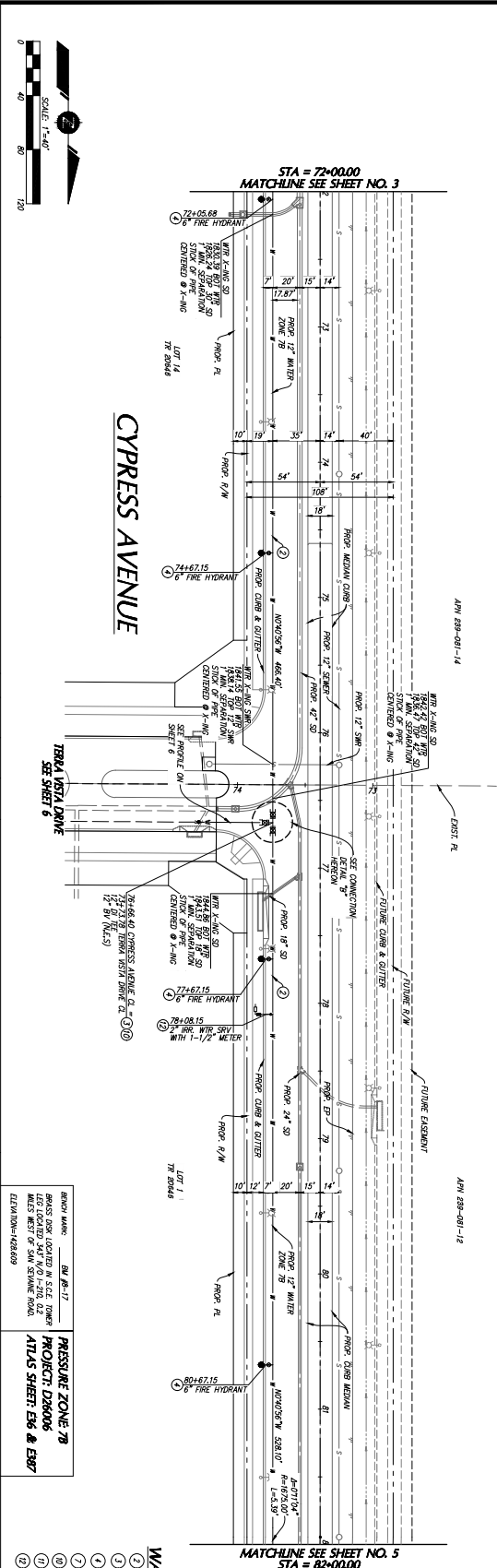
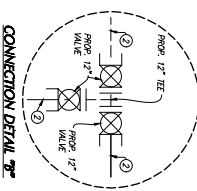
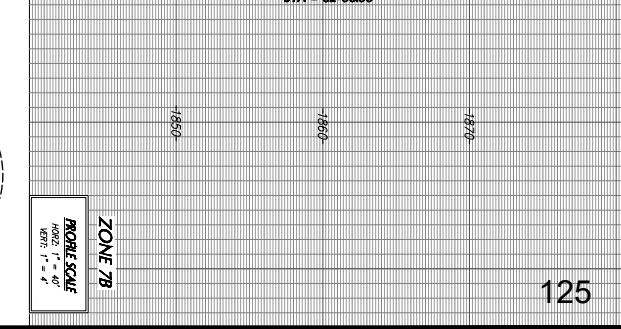
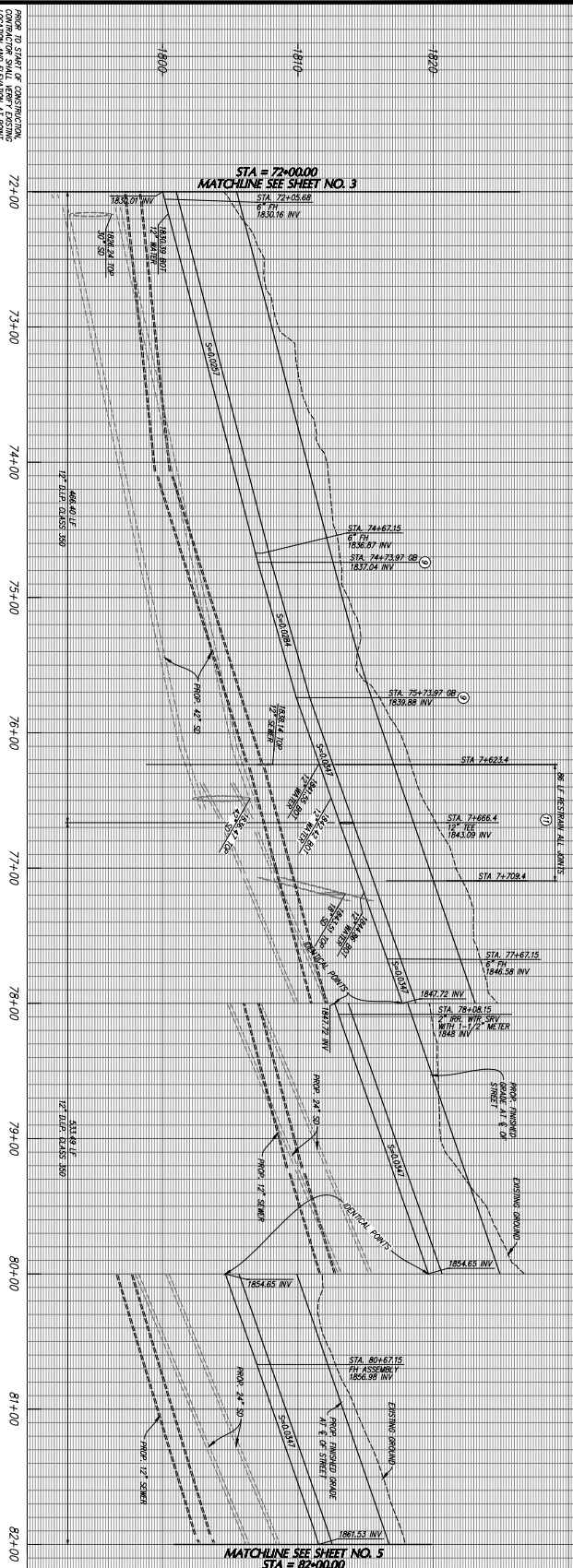
ATLAS SHEET: E36 & E37

WEST VALLEY WATER DISTRICT

WATER IMPROVEMENT PLANS

FOR CYPRESS AVENUE

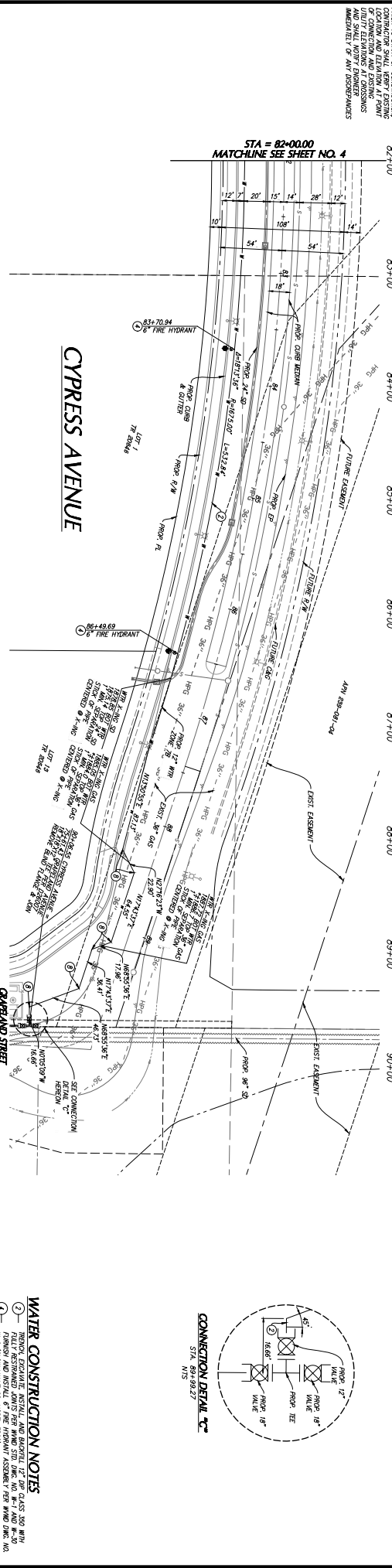
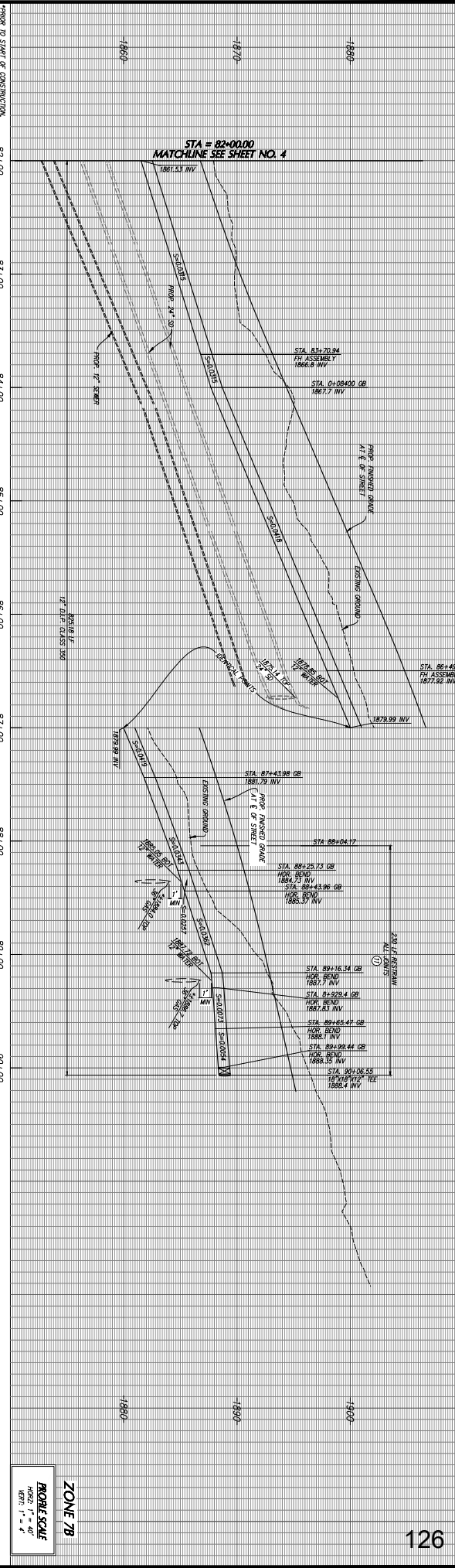
INDEX MAP



WATER CONSTRUCTION NOTES

1. REMOVE EXISTING INSTANT AND MARCHET 12" DIA. CLASS 300 WITH FULLY REINFORCED JOINTS PER WATER STD. DNR. NO. 1-1-1 AND W-50
2. REPAIR AND INSTALL 12" BUTTERFLY VALVE PER WATER STD. NO. W-11
3. REPAIR AND INSTALL 6" FINE INSPIRED ASSEMBLY PER WATER STD. NO. W-2 (CLON VALVE CO. MODEL 3800)
4. NO. 12" WATER AND 12" DIA. HD. FLUSH-OFF PER WATER STD. DNR. NO. W-1 AND W-50
5. REPAIR AND INSTALL 12" 2" TEER WATER STD. DNR. NO. W-1 AND W-50
6. REPAIR AND INSTALL 12" 2" TEER WATER STD. DNR. NO. W-1 AND W-50
7. REPAIR JOINTS PER WATER STD. NO. W-50
8. REPAIR AND INSTALL 12" 2" TEER WATER STD. DNR. NO. W-1 AND W-50
9. REPAIR JOINTS PER WATER STD. NO. W-50
10. REPAIR AND INSTALL 12" 2" TEER WATER STD. DNR. NO. W-1 AND W-50
11. REPAIR JOINTS PER WATER STD. NO. W-50
12. REPAIR AND INSTALL 12" 2" TEER WATER STD. DNR. NO. W-1 AND W-50

[illegible]



CONSTRUCTION NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL EXCESS MATERIAL AND DEBRIS.
7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL EXCESS MATERIAL AND DEBRIS.

WEST VALLEY WATER DISTRICT

FOR CYPRESS AVENUE

PLAN AND PROFILE

5 SHEET

6 SHEETS

DWG. NO.

PROJECT: WEST VALLEY WATER DISTRICT

DATE: 01/15/2018

DESIGNED BY: J. L. LEE

CHECKED BY: J. L. LEE

SCALE: 1" = 40'

PROJECT: WEST VALLEY WATER DISTRICT

DATE: 01/15/2018

DESIGNED BY: J. L. LEE

CHECKED BY: J. L. LEE

SCALE: 1" = 40'

PROJECT: WEST VALLEY WATER DISTRICT

DATE: 01/15/2018

DESIGNED BY: J. L. LEE

CHECKED BY: J. L. LEE

SCALE: 1" = 40'

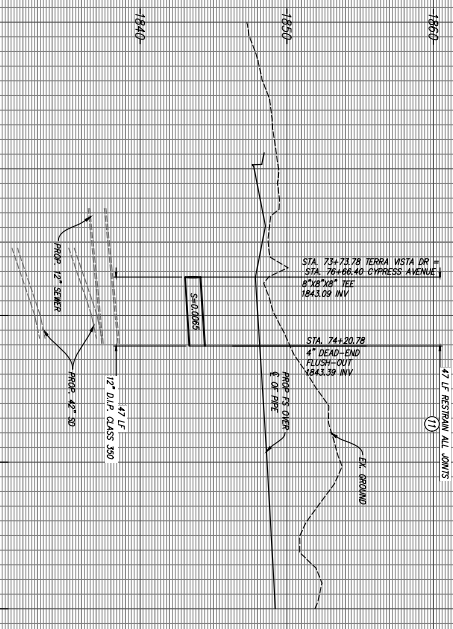
PROJECT: WEST VALLEY WATER DISTRICT

DATE: 01/15/2018

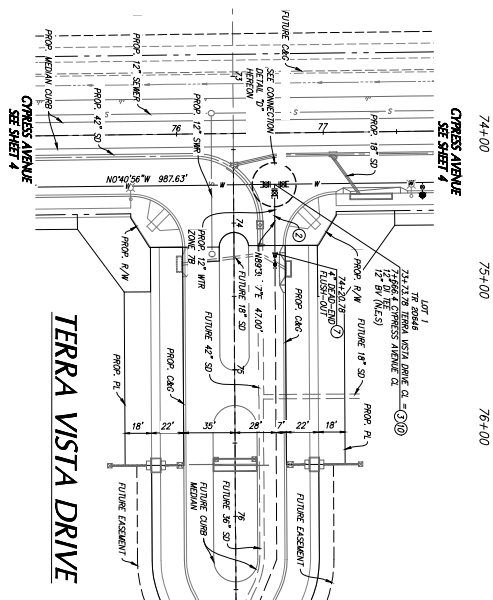
DESIGNED BY: J. L. LEE

CHECKED BY: J. L. LEE

SCALE: 1" = 40'

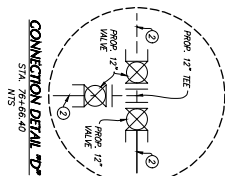


CONTRACTOR SHALL VERIFY EXISTING LOCATION AND ELEVATION AT POINT OF CONNECTION AND SHALL NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES PRIOR TO START OF CONSTRUCTION.



SEE SHEET 4

TERRA VISTA DRIVE



CONNECTION DETAIL "D"
STA. 76+66.40
NTS

WATER CONSTRUCTION NOTES

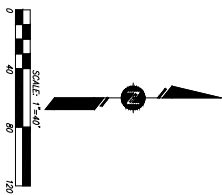
- 2) BRONCH. EXCHANGE, INSTALL, AND BACKFILL 12" DIP CLASS 350 W-10 FULLY RESTRAINED JOINTS PER WIND STD. DNG. NO. W-1 AND W-30
- 3) FURNISH AND INSTALL 12" BUTTERFLY VALVE PER WIND DNG. NO. W-1
- 7) FURNISH AND INSTALL 4' DEAD END FLUSH-OUT PER WIND STD. DNG. NO. W-88
- 10) FURNISH AND INSTALL 12" DI. Tee PER WIND DNG. NO. W-11 AND W-30
- 11) RESTRAIN JOINTS PER WIND DNG. NO. W-30

WEST VALLEY WATER DISTRICT

WATER IMPROVEMENT PLANS FOR CITIES AHEAD

PLAN AND PROFILE

DATE



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, MAINTAIN SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS RESPONSIBILITY SHALL BE WAIVED TO ANY CONTRACTORS AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONSTRUCTION CONTRACTOR AND FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL, CONTRACTORS FROM AND FOR ALL DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY DESIGN PROFESSIONAL AS A RESULT OF WORK ON THIS PROJECT, INCLUDING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

**NO
SMOKING
OR
OPEN
FLAMES**

PERSON	NO.	BY	DATE	APPROVAL

APPROVED		Date	
_____		_____	
_____		_____	
DESIGNED	_____ APL	CHECKED	_____ APL/TS
DRAWN	_____ APL/TH	JOB NO.	_____
		SCALE	
		AS SHOWN	

			
357 N. Sheridan St. Suite 117 Corona, CA 92618 Phone: 951.279.1800 Fax: 951.279.4300		357 N. Sheridan St. Suite 117 Corona, CA 92618 Phone: 951.279.1800 Fax: 951.279.4300	
PRESSURE ZONE: 79	AIDIS SHEET: E36 & E37	IMP NUMBER: D26006	

ELEVATION=1428.605

BENCH MARK: BU #8-17
BRASS DISK LOCATED IN S.C.E. TON
LEG LOCATED 345' N/O 1-210, 0.2
MILES WEST OF SAN SEVANE ROAD.

PRESSURE ZONE: 7B
PROJECT: D26006
ATLAS SHEET: E36 & E387



357 N. Sheridan St.
Suite 117
Corona, CA 92678
Phone: 951.279.1800
Fax: 951.279.4380



WEST VALLEY WATER L
WATER IMPROVEMENT PLANS
FOR COMBES AVENUE

6

Exhibit C

to be provided at later date

Exhibit D

BOND NO. _____

FAITHFUL PERFORMANCE BOND

To WEST VALLEY WATER DISTRICT for Water System Installation in Accordance with **Water Improvement Plans for Tract 20646 The Resort at the Arboretum – Cypress Avenue (DATE OF APPROVED PLANS)**. This premium charged on this bond is \$_____ being at the rate of \$_____ per thousand of the contract price.

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the WEST VALLEY WATER DISTRICT has awarded to:

**North Fontana Investment Company, LLC
1156 N. Mountain Ave
Upland, CA 91786**

as the "Principal", an agreement for the work described as follows:

**Water Improvement Plans for Tract 20646 The Resort at the Arboretum –
Cypress Avenue (DATE OF APPROVED PLANS).**

WHEREAS, the said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of labor and materials of said contract:

NOW, THEREFORE, WE the undersigned Developer, as Principal, and
_____ (Name of Surety)

_____ (Address of Surety) duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the WEST VALLEY WATER DISTRICT in the sum (TEXT PERFORMANCE BOND AMOUNT) no/100 dollars (NUMERIC PERFORMANCE BOND AMOUNT), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things

stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the WEST VALLEY WATER DISTRICT, its officers, agents, and as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect. In case suit is brought on this bond, Surety further agrees to pay all court costs and reasonable attorney's fees as shall be fixed by the court.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2026.

ALL SIGNATURES MUST BE NOTARIZED

PRINCIPAL

North Fontana Investment Company, LLC

A Limited Liability Company

By: _____
Name, Title

Authorized Agent

(NOTARIZATION AND SEAL)

SURETY

(NOTARIZATION AND SEAL)



STAFF REPORT

DATE: August 6, 2026
TO: Board of Directors
FROM: Rocky Welborn, Director of Engineering
SUBJECT: Water System Infrastructure Installation and Conveyance Agreement with North Fontana Investment Company, LLC for Tract 20646 The Resort at the Arboretum (Duncan Canyon Road)

STRATEGIC GOAL:

Strategic Goal 1 - Manage and Deliver a Safe, Reliable, and Sustainable Water Supply; Objective 1A - Increase System Capacity for Anticipated Growth

MEETING HISTORY:

Engineering, Operations and Planning Committee Meeting - 07.23.2026

BACKGROUND:

North Fontana Investment Company, LLC ("Developer") is the owner of land located south of Grapeland Street, north of Duncan Canyon Road, and west of Sierra Avenue, in the City of Fontana, known as Tract 20646 The Resort at the Arboretum ("Development"). The project proposes the development of 136 acres of vacant land into a master planned community with 14 numbered lots designated for residential, commercial, open space and a public school. The Development will require the relocation and installation of multiple District facilities to provide domestic, irrigation and fire water service to the project. This phase of the development specifically deals with the construction of 90 LF of 12" Ductile Iron Pipe within the Duncan Canyon Road right-of-way.

DISCUSSION:

West Valley Water District ("District") and the Developer wish to enter into a Developer-Installed Water System Infrastructure Installation and Conveyance Agreement ("Agreement") to construct the water facilities needed to supply water to the Development. 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. Included as **Exhibit A** is a copy of the Water System Infrastructure Installation and Conveyance Agreement for this development which also includes the location of the Development

FISCAL IMPACT:

No fiscal impact to the District.

REQUESTED ACTION:

Staff Recommends the Board of Directors:

1. Approve the Water System Infrastructure Installation and Conveyance Agreement with North Fontana Investment Company, LLC for Tract 20646 The Resort at the Arboretum (Duncan Canyon Road).
2. Authorize the General Manager to execute all necessary documents.

Attachments

[Exhibit A - WICA.pdf](#)

Exhibit A

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 **North Fontana Investment Company, LLC** (“Developer”), and WEST VALLEY WATER DISTRICT (“District”) who agree as follows:

The Developer is the owner of certain land described as **Tract 20646 The Resort at the Arboretum** and as more fully (or further) shown on Exhibit "A". 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 Exhibit "A".

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 sole expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **Tract 20646 The Resort at the Arboretum –Duncan Canyon Road**, as approved and attached herein as Exhibit "B" 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 Rules and Regulations, latest edition (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, 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, improvement 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, legal requirements, and other applicable requirements.

2.2 The performance of this Agreement shall commence within ninety (90) calendar days from the executed 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 pre-construction meeting with the District no less than two (2) 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 by the District, 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 attached herein as Exhibit “C”.

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 sole expense prior to construction.

3.4. Developer shall, at Developer's sole 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.

3.5 Developer shall, at Developer's sole expense, be responsible for obtaining and adhering to the California Environmental Quality Act.

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. General Liability: 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. Automotive/Vehicle Liability Insurance: 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. Workers' Compensation Insurance: 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. Excess Liability: 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 obtain a cost proposal for the approved water improvement plans from a pre-approved Contractor attached herein as Exhibit "C". The cost proposal 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.

5.2. Performance Bond: The cost proposal for the water system improvements for **Tract 20646 The Resort at the Arboretum – Duncan Canyon Road**, is (DEVELOPER TO PROVIDE AT LATER DATE) no/100 dollars (DEVELOPER TO PROVIDE AT LATER DATE). 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 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 performance bond attached herein at Exhibit "D", shall be in the amount of (DEVELOPER TO PROVIDE AT LATER DATE) equal to 100 percent of the cost proposal.

5.3. Warranty Bond: The pre-approved Contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved water improvement plans attached herein as Exhibit "B". 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 a warranty bond beginning on the date of acceptance of the water facilities by the District and shall be in the amount of (DEVELOPER TO PROVIDE AT LATER DATE) equal to 100 percent of the Contractor's cost proposal.

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: Tract 20646 The Resort at the Arboretum – Duncan Canyon Road

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

DEVELOPER NAME: North Fontana Investment Company, LLC

ATTN TO:

ADDRESS: 1156 N. Mountain Ave

Upland, CA 91786

RE: Tract 20646 The Resort at the Arboretum – Duncan Canyon Road

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

SURETY NAME:

ATTN TO:

ADDRESS

RE: Tract 20646 The Resort at the Arboretum – Duncan Canyon Road

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.

7.6. The Developer or its contractor shall provide the District forty-eight (48) hours advance notice of request for inspection or testing.

8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

8.1. Upon acceptance of the insurance and aforementioned bonds 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 or verbal notice followed by written notice within three (3) working days, 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. The Developer shall be responsible for insuring the pre-approved contractor performs work with District inspection. If work is done without District inspection, the Contractor shall be responsible for exposing any portion of work as directed by the District at their sole expense. The District will not provide permanent water services until all required inspections are completed and any requirements set forth by the District have been satisfied.

9.7. 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 before construction can take place as outlined in the billing letter (provided separately).

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 a warranty bond (One Hundred (100%) of Contractor's cost proposal) for a period of two (2) years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with County Recorder's office, 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 Bill of Sale 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.

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

WEST VALLEY WATER DISTRICT

By: _____ Date: _____
John Thiel, General Manager

DEVELOPER:

North Fontana Investment Company, LLC
a limited liability company

By: _____ Date: _____
Authorized Agent

Exhibit A

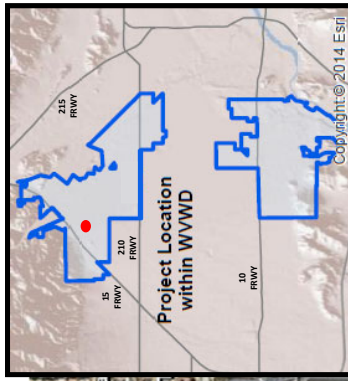


Exhibit A

TRACT 20646

The Resort at the Arboretum – Duncan Canyon Road



Exhibit B

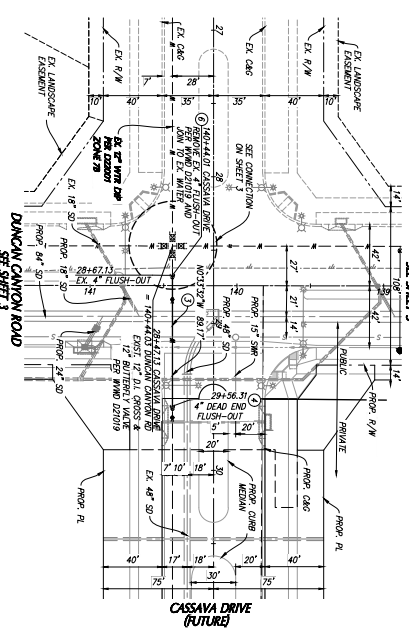
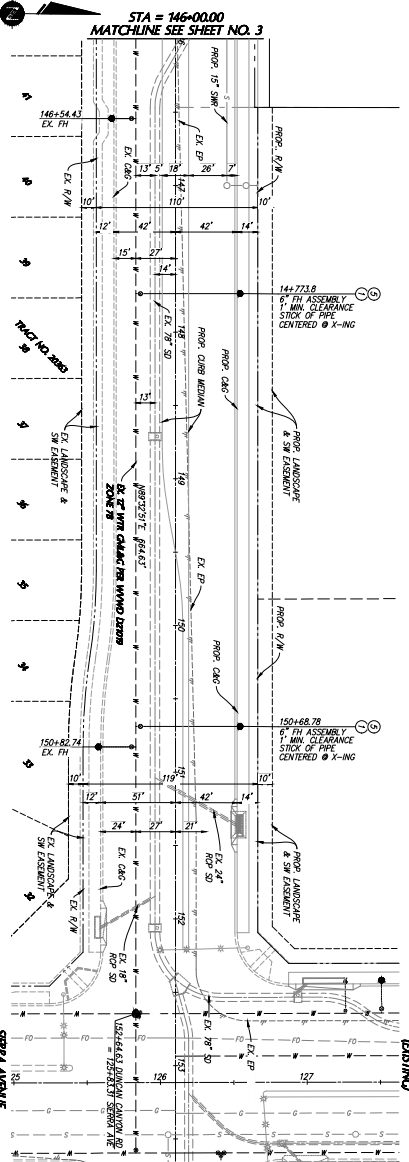
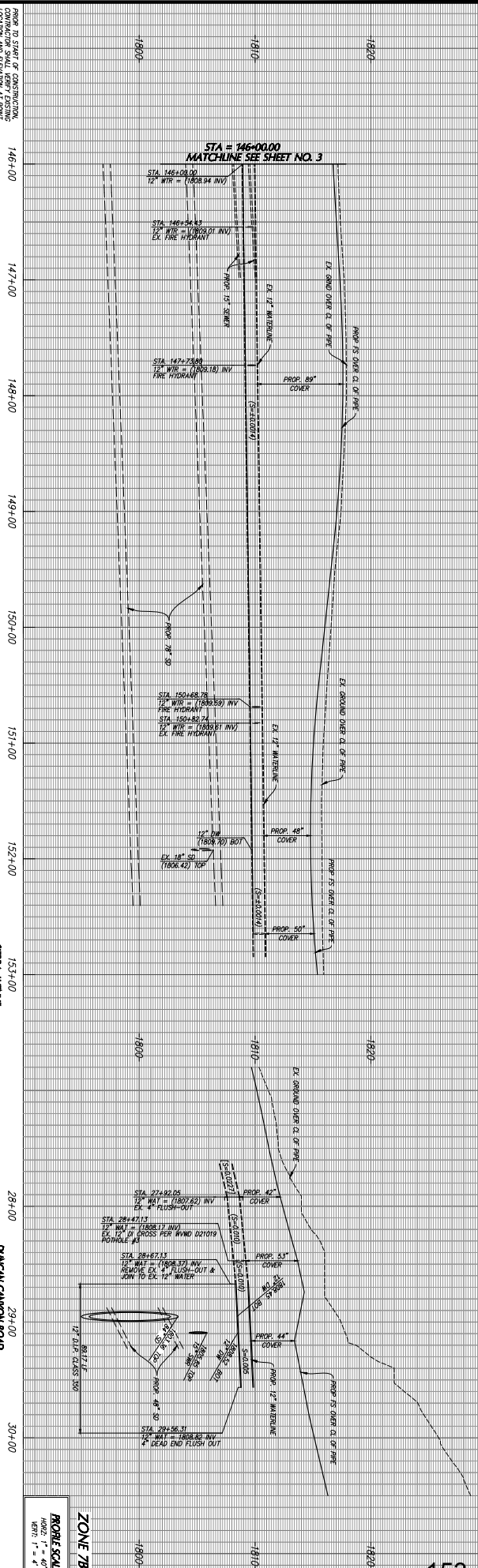
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Exhibit C

to be provided at later date

Exhibit D

BOND NO. _____

FAITHFUL PERFORMANCE BOND

To WEST VALLEY WATER DISTRICT for Water System Installation in Accordance with **Water Improvement Plans for Tract 20646 The Resort at the Arboretum – Duncan Canyon Road (DATE OF APPROVED PLANS)**. This premium charged on this bond is \$_____ being at the rate of \$_____ per thousand of the contract price.

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the WEST VALLEY WATER DISTRICT has awarded to:

**North Fontana Investment Company, LLC
1156 N. Mountain Ave
Upland, CA 91786**

as the "Principal", an agreement for the work described as follows:

**Water Improvement Plans for Tract 20646 The Resort at the Arboretum –
Duncan Canyon Road (DATE OF APPROVED PLANS).**

WHEREAS, the said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of labor and materials of said contract:

NOW, THEREFORE, WE the undersigned Developer, as Principal, and
_____ (Name of Surety)

_____ (Address of Surety) duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the WEST VALLEY WATER DISTRICT in the sum (TEXT PERFORMANCE BOND AMOUNT) no/100 dollars (NUMERIC PERFORMANCE BOND AMOUNT), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things

stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the WEST VALLEY WATER DISTRICT, its officers, agents, and as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect. In case suit is brought on this bond, Surety further agrees to pay all court costs and reasonable attorney's fees as shall be fixed by the court.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2026.

ALL SIGNATURES MUST BE NOTARIZED

PRINCIPAL

North Fontana Investment Company, LLC

A Limited Liability Company

By: _____
Name, Title

Authorized Agent

(NOTARIZATION AND SEAL)

SURETY

(NOTARIZATION AND SEAL)



STAFF REPORT

DATE: August 6, 2026

TO: Board of Directors

FROM: Rocky Welborn, Director of Engineering

SUBJECT: Water System Infrastructure Installation and Conveyance Agreement with North Fontana Investment Company, LLC for Tract 20646 The Resort at the Arboretum (Grapeland Street)

STRATEGIC GOAL:

Strategic Goal 1 - Manage and Deliver a Safe, Reliable, and Sustainable Water Supply; Objective 1A - Increase System Capacity for Anticipated Growth.

MEETING HISTORY:

Engineering, Operations and Planning Committee Meeting - 07.23.2026

BACKGROUND:

North Fontana Investment Company, LLC ("Developer") is the owner of land located south of Grapeland Street, north of Duncan Canyon Road, and west of Sierra Avenue, in the City of Fontana, known as Tract 20646 The Resort at the Arboretum ("Development"). The project proposes the development of 136 acres of vacant land into a master planned community with 14 numbered lots designated for residential, commercial, open space on and a public school. The Development will require the relocation and installation of multiple District facilities to provide domestic, irrigation and fire water service to the project. This phase of the development specifically deals with the construction of 2,400 LF of 18" Ductile Iron Pipe within the Grapeland Street right-of-way.

DISCUSSION:

West Valley Water District ("District") and the Developer wish to enter into a Developer-Installed Water System Infrastructure Installation and Conveyance Agreement ("Agreement") to construct the water facilities needed to supply water to the Development. 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. Included as **Exhibit A** is a copy of the Water System Infrastructure Installation and Conveyance Agreement for this development which also includes the location of the Development.

FISCAL IMPACT:

No fiscal impact to the District.

REQUESTED ACTION:

Staff Recommends the Board of Directors:

1. Approve the Water System Infrastructure Installation and Conveyance Agreement with North Fontana Investment Company, LLC for Tract 20646 The Resort at the Arboretum (Grapeland Street).
2. Authorize the General Manager to execute all necessary documents.

Attachments

[Exhibit A - WICA.pdf](#)

Exhibit A

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 **North Fontana Investment Company, LLC** ("Developer"), and WEST VALLEY WATER DISTRICT ("District") who agree as follows:

The Developer is the owner of certain land described as **Tract 20646 The Resort at the Arboretum** and as more fully (or further) shown on Exhibit "A". 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 Exhibit "A".

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 sole expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **Tract 20646 The Resort at the Arboretum – Grapeland Street**, as approved and attached herein as Exhibit "B" 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 Rules and Regulations, latest edition (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, 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, improvement 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, legal requirements, and other applicable requirements.

2.2 The performance of this Agreement shall commence within ninety (90) calendar days from the executed 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 pre-construction meeting with the District no less than two (2) 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 by the District, 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 attached herein as Exhibit “C”.

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 sole expense prior to construction.

3.4. Developer shall, at Developer's sole 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.

3.5 Developer shall, at Developer's sole expense, be responsible for obtaining and adhering to the California Environmental Quality Act.

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. General Liability: 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. Automotive/Vehicle Liability Insurance: 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. Workers' Compensation Insurance: 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. Excess Liability: 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 obtain a cost proposal for the approved water improvement plans from a pre-approved Contractor attached herein as Exhibit "C". The cost proposal 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.

5.2. Performance Bond: The cost proposal for the water system improvements for **Tract 20646 The Resort at the Arboretum – Grapeland Street**, is (DEVELOPER TO PROVIDE AT LATER DATE) no/100 dollars (DEVELOPER TO PROVIDE AT LATER DATE). 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 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 performance bond attached herein at Exhibit "D", shall be in the amount of (DEVELOPER TO PROVIDE AT LATER DATE) equal to 100 percent of the cost proposal.

5.3. Warranty Bond: The pre-approved Contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved water improvement plans attached herein as Exhibit "B". 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 a warranty bond beginning on the date of acceptance of the water facilities by the District and shall be in the amount of (DEVELOPER TO PROVIDE AT LATER DATE) equal to 100 percent of the Contractor's cost proposal.

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: Tract 20646 The Resort at the Arboretum – Grapeland Street

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

DEVELOPER NAME: North Fontana Investment Company, LLC

ATTN TO:

ADDRESS: 1156 N. Mountain Ave

Upland, CA 91786

RE: Tract 20646 The Resort at the Arboretum – Grapeland Street

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

SURETY NAME:

ATTN TO:

ADDRESS

RE: Tract 20646 The Resort at the Arboretum – Grapeland Street

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.

7.6. The Developer or its contractor shall provide the District forty-eight (48) hours advance notice of request for inspection or testing.

8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

8.1. Upon acceptance of the insurance and aforementioned bonds 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 or verbal notice followed by written notice within three (3) working days, 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. The Developer shall be responsible for insuring the pre-approved contractor performs work with District inspection. If work is done without District inspection, the Contractor shall be responsible for exposing any portion of work as directed by the District at their sole expense. The District will not provide permanent water services until all required inspections are completed and any requirements set forth by the District have been satisfied.

9.7. 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 before construction can take place as outlined in the billing letter (provided separately).

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 a warranty bond (One Hundred (100%) of Contractor's cost proposal) for a period of two (2) years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with County Recorder's office, 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 Bill of Sale 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.

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

WEST VALLEY WATER DISTRICT

By: _____ Date: _____
John Thiel, General Manager

DEVELOPER:

North Fontana Investment Company, LLC
a limited liability company

By: _____ Date: _____
Authorized Agent

Exhibit A

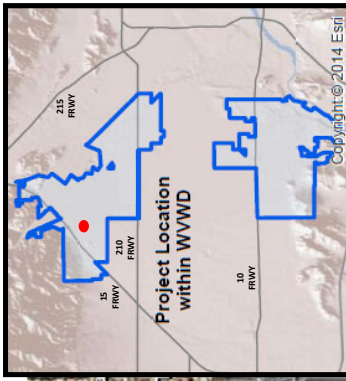


Exhibit A

TRACT 20646

The Resort at the Arboretum – Grapeland Street



Exhibit B

[illegible]

IF CONSTRUCTION HAS NOT COMPLETED WITHIN TWO (2) YEARS OF THE DATE OF THE PERMIT, THE PERMITTEE SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION AND APPROVAL.

WATER LINES TO BE INSTALLED ONLY AFTER THE COMPLETION OF CONCRETE CURB AND GUTTER.

CONTRACTOR TO FURNISH 2-YEAR WARRANTY BOND FOR ALL WATER UTILITIES INSTALLED WITH THIS PLAN.

ALL DUCTILE IRON PIPE SHALL BE DESIGNED PER DISTRICT STANDARD W-30.

ALL DUCTILE IRON JOINTS, ENDS, AND FITTINGS SHALL BE MECHANICALLY TESTED AS INDICATED ON THE PLANS.

TESTED LINE SURVEYS ARE ONLY SCHEDULED BETWEEN THEMSELVES THROUGH THE DISTRICT OFFICE.

**NORTH HAVANA WEST/INTL
COMPANY, LLC**
1156 N. MCQUINN AVENUE
O'FALLON, CA 91786
(909) 989-0971

RTM ENGINEERING CONSULTANTS
357 N. SHERIDAN STREET, SUITE 117
CORONA, CA 92878
PHONE: (951) 279-1800

QUALITY INFORMATION LIST

071-6 FORTNA	SO. CLAY, EGGSBY COMPANY
8553 SERRA VALLEY	200 N. 45TH AVENUE
7615 S. KENYON	800 N. 45TH AVENUE
4313 S. KENYON	200 N. 45TH AVENUE
(909) 335-4632	(909) 335-5300 - TRANSDORF
	(714) 637-2113 - PERKINS
SO. CLAY, EGGSBY COMPANY	200 N. 45TH AVENUE - TRANSDORF
7615 S. KENYON	800 N. 45TH AVENUE
4313 S. KENYON	200 N. 45TH AVENUE
(909) 335-7897	(909) 335-4632 - TRANSDORF
EMERGENCIES: (909) 427-2100	
CHARTER	
1500 AUTO CENTER DRIVE	
(909) 375-3439	
EMERGENCY SERVICE ALERT	
774) 967-9664	
2211 BROADWAY STREET, STE. 203	
774) 967-9664	
2211 BROADWAY STREET, STE. 203	
774) 967-9664	

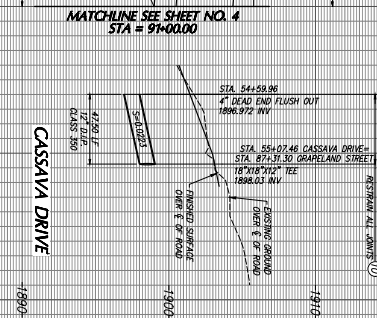
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THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN REVIEWED AND ACCEPTED BY THE WEST VALLEY WATER DISTRICT AND THAT THE DISTRICT IS WILLING AND ABLE TO SUPPLY WATER TO SERVE THIS LOCATION.

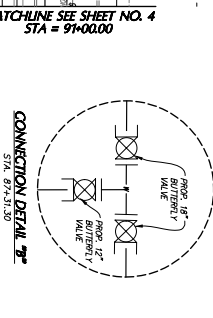
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1	TITLE SHEET
2	PLAN AND PROFILE - STA. 75+38.25 TO STA. 80+00.00
3	PLAN AND PROFILE - STA. 80+00.00 TO STA. 91+00.00
4	PLAN AND PROFILE - STA. 91+00.00 TO 99+53.15

WEST VALLEY WATER DISTRICT WATER IMPROVEMENT PLANS FOR GRAPELAND STREET TITLE SHEET	1 SH
	4 S
	DWG NO.



PROFILE SCALE
HORIZ: 1" = 40'
VERT: 1" = 4'



CONNECTION DETAIL "B"
STA. 87+31.30

- | | |
|----|--|
| 1 | REASON FOR JOINING: INSTANT AND PROBABLY THE FIRST CLASS |
| 2 | REASON FOR LEAVING: INSTANT AND PROBABLY THE FIRST CLASS |
| 3 | REASON FOR JOINING: INSTANT AND PROBABLY THE FIRST CLASS |
| 4 | REASON FOR LEAVING: INSTANT AND PROBABLY THE FIRST CLASS |
| 5 | REASON FOR JOINING: INSTANT AND PROBABLY THE FIRST CLASS |
| 6 | REASON FOR LEAVING: INSTANT AND PROBABLY THE FIRST CLASS |
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| 17 | REASON FOR JOINING: INSTANT AND PROBABLY THE FIRST CLASS |
| 18 | REASON FOR LEAVING: INSTANT AND PROBABLY THE FIRST CLASS |
| 19 | REASON FOR JOINING: INSTANT AND PROBABLY THE FIRST CLASS |
| 20 | REASON FOR LEAVING: INSTANT AND PROBABLY THE FIRST CLASS |



WEST VALLEY WATER DISTRICT	3
WATER IMPROVEMENT PLANS	3
FOR GRAPELAND STREET	4
PLAN AND PROFILE - STA 80+00.00 TO STA 91+00.00	DWG

Exhibit C

to be provided at later date

Exhibit D

BOND NO. _____

FAITHFUL PERFORMANCE BOND

To WEST VALLEY WATER DISTRICT for Water System Installation in Accordance with **Water Improvement Plans for Tract 20646 The Resort at the Arboretum – Grapeland Street (DATE OF APPROVED PLANS)**. This premium charged on this bond is \$_____ being at the rate of \$_____ per thousand of the contract price.

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the WEST VALLEY WATER DISTRICT has awarded to:

**North Fontana Investment Company, LLC
1156 N. Mountain Ave
Upland, CA 91786**

as the "Principal", an agreement for the work described as follows:

Water Improvement Plans for Tract 20646 The Resort at the Arboretum – Grapeland Street (DATE OF APPROVED PLANS).

WHEREAS, the said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of labor and materials of said contract:

NOW, THEREFORE, WE the undersigned Developer, as Principal, and _____ (Name of Surety)

_____ (Address of Surety) duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the WEST VALLEY WATER DISTRICT in the sum (TEXT PERFORMANCE BOND AMOUNT) no/100 dollars (NUMERIC PERFORMANCE BOND AMOUNT), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things

stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the WEST VALLEY WATER DISTRICT, its officers, agents, and as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect. In case suit is brought on this bond, Surety further agrees to pay all court costs and reasonable attorney's fees as shall be fixed by the court.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2026.

ALL SIGNATURES MUST BE NOTARIZED

PRINCIPAL

North Fontana Investment Company, LLC

A Limited Liability Company

By: _____
Name, Title

Authorized Agent

(NOTARIZATION AND SEAL)

SURETY

(NOTARIZATION AND SEAL)



STAFF REPORT

DATE: August 6, 2026

TO: Board of Directors

FROM: Rocky Welborn, Director of Engineering

SUBJECT: Water System Infrastructure Installation and Conveyance Agreement with North Fontana Investment Company, LLC for Tract 20646 The Resort at the Arboretum (Terra Vista Drive)

STRATEGIC GOAL:

Strategic Goal 1 - Manage and Deliver a Safe, Reliable, and Sustainable Water Supply; Objective 1A - Increase System Capacity for Anticipated Growth.

MEETING HISTORY:

Engineering, Operations and Planning Committee Meeting - 07.23.2026

BACKGROUND:

North Fontana Investment Company, LLC ("Developer") is the owner of land located south of Grapeland Street, north of Duncan Canyon Road, and west of Sierra Avenue, in the City of Fontana, known as Tract 20646 The Resort at the Arboretum ("Development"). The project proposes the development of 136 acres of vacant land into a master planned community with 14 numbered lots designated for residential, commercial, open space and a public school. The Development will require the relocation and installation of multiple District facilities to provide domestic, irrigation and fire water service to the project. This phase of the development specifically deals with the construction of 570 LF of 12" Ductile Iron Pipe within the Terra Vista Drive right-of-way.

DISCUSSION:

West Valley Water District ("District") and the Developer wish to enter into a Developer-Installed Water System Infrastructure Installation and Conveyance Agreement ("Agreement") to construct the water facilities needed to supply water to the Development. 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. Included as **Exhibit A** is a copy of the Water System Infrastructure Installation and Conveyance Agreement for this development which also includes the location of the Development.

FISCAL IMPACT:

No fiscal impact to the District.

REQUESTED ACTION:

Staff Recommends the Board of Directors:

1. Approve the Water System Infrastructure Installation and Conveyance Agreement with North Fontana Investment Company, LLC for Tract 20646 The Resort at the Arboretum (Terra Vista Drive).
2. Authorize the General Manager to execute all necessary documents.

Attachments

[Exhibit A - WICA.pdf](#)

Exhibit A

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 **North Fontana Investment Company, LLC** ("Developer"), and WEST VALLEY WATER DISTRICT ("District") who agree as follows:

The Developer is the owner of certain land described as **Tract 20646 The Resort at the Arboretum** and as more fully (or further) shown on Exhibit "A". 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 Exhibit "A".

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 sole expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **Tract 20646 The Resort at the Arboretum – Terra Vista Drive**, as approved and attached herein as Exhibit "B" 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 Rules and Regulations, latest edition (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, 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, improvement 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, legal requirements, and other applicable requirements.

2.2 The performance of this Agreement shall commence within ninety (90) calendar days from the executed 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 pre-construction meeting with the District no less than two (2) 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 by the District, 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 attached herein as Exhibit “C”.

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 sole expense prior to construction.

3.4. Developer shall, at Developer's sole 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.

3.5 Developer shall, at Developer's sole expense, be responsible for obtaining and adhering to the California Environmental Quality Act.

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. General Liability: 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. Automotive/Vehicle Liability Insurance: 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. Workers' Compensation Insurance: 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. Excess Liability: 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 obtain a cost proposal for the approved water improvement plans from a pre-approved Contractor attached herein as Exhibit "C". The cost proposal 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.

5.2. Performance Bond: The cost proposal for the water system improvements for **Tract 20646 The Resort at the Arboretum – Terra Vista Drive**, is (DEVELOPER TO PROVIDE AT LATER DATE) no/100 dollars (DEVELOPER TO PROVIDE AT LATER DATE). 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 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 performance bond attached herein at Exhibit "D", shall be in the amount of (DEVELOPER TO PROVIDE AT LATER DATE) equal to 100 percent of the cost proposal.

5.3. Warranty Bond: The pre-approved Contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved water improvement plans attached herein as Exhibit "B". 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 a warranty bond beginning on the date of acceptance of the water facilities by the District and shall be in the amount of (DEVELOPER TO PROVIDE AT LATER DATE) equal to 100 percent of the Contractor's cost proposal.

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: Tract 20646 The Resort at the Arboretum – Terra Vista Drive

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

DEVELOPER NAME: North Fontana Investment Company, LLC

ATTN TO:

ADDRESS: 1156 N. Mountain Ave

Upland, CA 91786

RE: Tract 20646 The Resort at the Arboretum – Terra Vista Drive

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

SURETY NAME:

ATTN TO:

ADDRESS

RE: Tract 20646 The Resort at the Arboretum – Terra Vista Drive

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.

7.6. The Developer or its contractor shall provide the District forty-eight (48) hours advance notice of request for inspection or testing.

8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

8.1. Upon acceptance of the insurance and aforementioned bonds 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 or verbal notice followed by written notice within three (3) working days, 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. The Developer shall be responsible for insuring the pre-approved contractor performs work with District inspection. If work is done without District inspection, the Contractor shall be responsible for exposing any portion of work as directed by the District at their sole expense. The District will not provide permanent water services until all required inspections are completed and any requirements set forth by the District have been satisfied.

9.7. 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 before construction can take place as outlined in the billing letter (provided separately).

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 a warranty bond (One Hundred (100%) of Contractor's cost proposal) for a period of two (2) years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with County Recorder's office, 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 Bill of Sale 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.

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

WEST VALLEY WATER DISTRICT

By: _____ Date: _____
John Thiel, General Manager

DEVELOPER:

North Fontana Investment Company, LLC
a limited liability company

By: _____ Date: _____
Authorized Agent

Exhibit A



Exhibit A
TRACT 20646
The Resort at the Arboretum – Terra Vista Drive

Exhibit B

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND

- ## UNAUTHORIZED CHANGES AND USES

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR OR LIABLE FOR ANY CONSTRUCTION OR OTHER COSTS INCURRED BY THE OWNER OR ANY OTHER PARTY.

[illegible]

UTILITY NOTIFICATION (US)

(800) 422-4133

DEVELOPER

OFFICE, CA 91100
(909) 989-0971

WATER LINE CONSTRUCTION NOTES (CONT.)

ALL DOG/ILE IRON PIPE SH

WATER LINE SHUTDOWNS ARE ON A SCHEDULED THURSDAY BASED ON DISTRICT AVAILABILITY

ALREADY CONSTRUCTED.

TO CONTRACTOR:

OF WORK ON THIS PRO-
NUTRIENCE OF THE DESIGN

FOR

LEWIS MICHIGAN UNIVERSITY



WATER CONSTRUCTION NOTES

10	FURNISH AND INSTALL 2 INCH WATER LATERAL AND 1-1/2 INCH ELIER WITH 2 BACKFLOW PREVENTER PER WARD DWG. NO. W-5 & W-20	EA	1
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LEGEND

 FIRE SERVICE

ABBREVIATIONS

Abstract

WATER CERTIFICATION

WILLING AND ABLE TO SUPPLY WATER TO SERVE THIS LOCATION.

STUDY / ONE

SIGNATURE	DATE

DESIGN

CHAPTER 16. CALIFORNIA WATERWORKS STANDARD OF THE STATE OF CALIFORNIA.

SIGNATURE OF DESIGN ENGINEER

SIGNATURE OF DESIGN ENGINEER _____ RCE NO. & EXPIRATION DATE _____ DATE _____

FIRE

FIRE PROTECTION SYSTEM REVIEWED AND APPROVED BY:

SCHEMATIC OF THE STUDY

SCOUTING OF GRS ADVISY	THIS	DATE
------------------------	------	------

SHEET INDEX

2	PLAN AND PROFILE
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PRESSURE ZONE / PROJECT: D26005 / AILAS SHEET: E/

כ"א

TITLE SHEET



NOT TO SCALE

NOT TO SCALE

Exhibit C

to be provided at later date

Exhibit D

BOND NO. _____

FAITHFUL PERFORMANCE BOND

To WEST VALLEY WATER DISTRICT for Water System Installation in Accordance with **Water Improvement Plans for Tract 20646 The Resort at the Arboretum – Terra Vista Drive (DATE OF APPROVED PLANS)**. This premium charged on this bond is \$_____ being at the rate of \$_____ per thousand of the contract price.

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the WEST VALLEY WATER DISTRICT has awarded to:

**North Fontana Investment Company, LLC
1156 N. Mountain Ave
Upland, CA 91786**

as the "Principal", an agreement for the work described as follows:

**Water Improvement Plans for Tract 20646 The Resort at the Arboretum –
Terra Vista Drive (DATE OF APPROVED PLANS).**

WHEREAS, the said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of labor and materials of said contract:

NOW, THEREFORE, WE the undersigned Developer, as Principal, and
_____ (Name of Surety)

_____ (Address of Surety) duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the WEST VALLEY WATER DISTRICT in the sum (TEXT PERFORMANCE BOND AMOUNT) no/100 dollars (NUMERIC PERFORMANCE BOND AMOUNT), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things

stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the WEST VALLEY WATER DISTRICT, its officers, agents, and as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect. In case suit is brought on this bond, Surety further agrees to pay all court costs and reasonable attorney's fees as shall be fixed by the court.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2026.

ALL SIGNATURES MUST BE NOTARIZED

PRINCIPAL

North Fontana Investment Company, LLC

A Limited Liability Company

By: _____

Name, Title

Authorized Agent

(NOTARIZATION AND SEAL)

SURETY

(NOTARIZATION AND SEAL)



STAFF REPORT

DATE: August 6, 2026

TO: Board of Directors

FROM: Paola Lara, Executive Assistant II

SUBJECT: Adopt Resolution No. 2026-14, A Resolution of the Board of Directors of the West Valley Water District Adopting the Revised Board Policies and Procedures Manual

STRATEGIC GOAL:

Strategic Goal 5 – Apply Sound Planning, Innovation, and Best Practices; Objective 5E - Define, Develop, and Implement Best Practices.

MEETING HISTORY:

10/27/25 Special Board Meeting Workshop
12/11/25 Policy Review and Oversight Committee
01/14/26 Special Policy Review and Oversight Committee
01/21/26 Continued Special Policy Review and Oversight Committee
02/03/26 Continued Special Policy Review and Oversight Committee
02/12/26 Continued Special Policy Review and Oversight Committee
03/18/26 Policy Review and Oversight Committee
04/14/26 Policy Review and Oversight Committee
05/13/26 Special Policy Review and Oversight Committee
06/11/26 Special Policy Review and Oversight Committee
07/09/26 Special Policy Review and Oversight Committee
07/22/26 Special Board Meeting Workshop

BACKGROUND:

The Board of Directors Policies and Procedures Manual (manual) is the guiding document that outlines the policies and procedures to be followed by the Board of Directors as they conduct District business. It provides Board Members certain rights and privileges, identifies processes, exhibits transparency, and guides Board members in the performance of their duties.

The manual was last updated on September 5, 2024. Since then, there have been required legal updates, and both Board members and staff have identified areas that could be expanded, clarified, or modified to improve the manual.

DISCUSSION:

Over the last nine months the Policy Review and Oversight Committee has worked with staff, and legal counsel when needed, on developing alternatives for several topics that were found to benefit from updating to follow current and best practice. Following two Board Workshops, the Board has reached consensus on the proposed updates. Some of the proposed updates include:

- Redefining Executive Committee to Officers Meeting of the Board
- Creation of a Policy for calling for a Special Meeting
- Updating language to Director Education and Conferences
- Updating and clarifying language for Compensation for Meetings
- Updating the Schedules of Outside Meetings
- Updating the Travel Policy including: Transportation, Meals, and Lodging

These updates will support our Strategic Plan Values by continuing to build Public Trust and Integrity directly by implementing best practice, providing clarity on many processes, and increasing transparency to the public.

FISCAL IMPACT:

None.

REQUESTED ACTION:

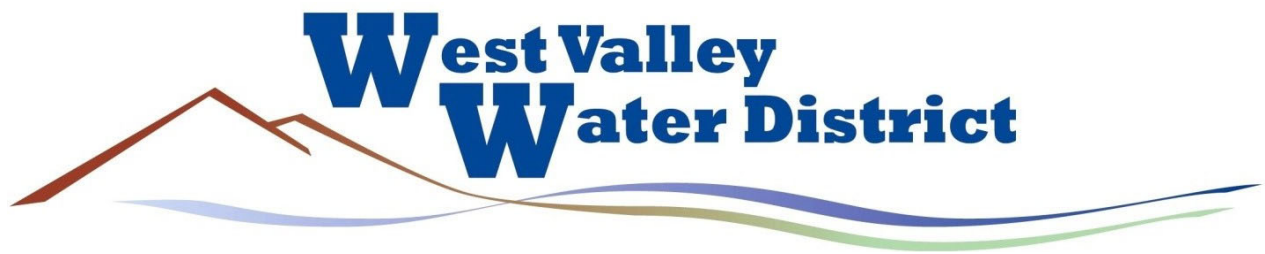
Adopt Resolution No. 2026-14, A Resolution of the Board of Directors of the West Valley Water District Adopting the Revised Board Policies and Procedures Manual.

Attachments

[Board Policies and Procedures Manual Redlines.pdf](#)

[Resolution No. 2026-14 Adopting the Revised Board Policies & Procedures Manual](#)

[Exhibit A - Board Policies and Procedures Manual Final For Packet.pdf](#)



BOARD OF DIRECTORS POLICIES AND PROCEDURES MANUAL

Approved ~~09/05/2024~~08/06/2026

BOARD OF DIRECTORS POLICIES AND PROCEDURES MANUAL

VERSION HISTORY

Version #	Revision Date	Approved By	Approval Date	Revisions Approved
1.0		Greg Young Kyle Crowther Clifford Young Michael Taylor Channing Hawkins	10/20/2020	Original adoption
2.0	10/06/2022	Channing Hawkins Greg Young Angela Garcia Dan Jenkins Kelvin Moore	10/06/2022	Revisions to Section 7.4 and 12.4 as approved by the Board at its 10/06/2022 meeting, plus spelling corrections and document format updates.
3.0	08/28/2024	Greg Young Dan Jenkins Kelvin Moore D4 seat - vacant Angela Garcia - abstained		Incorporation of compensation and decorum from previous Ordinance 86 and Resolution No. 2018-35, and added Strategic Plan, Mission, and Vision, incorporated government code, labor code, water code, and public employment retirement law.

<u>4.0</u>				<u>Incorporating a</u> <u>policy for calling</u> <u>a Special</u> <u>Meeting,</u> <u>redefining</u> <u>Executive</u> <u>Committee to</u> <u>Officers Meeting</u> <u>with General</u> <u>Manager, updated</u> <u>Conferences and</u> <u>Training, Updated</u> <u>Schedules,</u> <u>Updated Travel</u> <u>Policy:</u> <u>Transportaion,</u> <u>Lodging, Meals.</u>
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1. INTRODUCTION

1.1 Purpose Of Board Of Directors Policies And Procedures Manual

The purpose of the West Valley Water District (District) Board of Directors Policies and Procedures Manual is to describe the policies and procedures approved by the Board of Directors to be used in the conduct of Board business. The intent of these procedures is to:

- Provide for the fair and efficient consideration of board decisions;
- Provide for the protection of board members rights and privileges;
- To ensure that the public is informed of the matters coming before the Board;
- To ensure that the public has an opportunity to witness and comment upon the deliberations of the Board; and
- To encourage proper public involvement in the Board's decision making.

Each Director, upon assuming office, shall be given a copy of this Board Procedures Manual, and shall be asked to comply with the policies and procedures in this Board of Directors Policies and Procedures Manual.

2. STRATEGIC PLAN

The West Valley Water District Board has a Strategic Plan that was built in collaboration with the districts executive team. This plan will provide focus and direction for all the districts efforts moving forward.

2.1 Mission Statement

The West Valley Water District provides our community with high-quality and reliable water service in a cost-effective and sustainable manner.

2.2 Vision Statement

The West Valley Water District will be a model for innovation and sustainability, with a commitment to our growing communities and our employees.

2.3 Values

Innovation: West Valley Water District fosters innovation, creativity, and ingenuity as we constantly seek to strengthen our services, programs, and practices.

Regional Partner: West Valley Water District is a proactive leader and partner in regional collaboration projects and programs that improve our community and the water supply.

Preferred Workplace: West Valley Water District is a proactive leader and partner in regional collaboration projects and programs that improve our community and the water supply.

Public Trust & Integrity: West Valley Water District fosters a culture of openness, transparency, and accountability to our community and stakeholders. Sustainability West Valley Water District is committed to innovative solutions that support the long-term success of our organization.

3. AUTHORITY

The Board of Directors is the governing body of the District. The District operates under authority of Division 12 of the California Water Code for County Water District. The district is governed by an elected Board of Directors who has authority to manage and conduct the business and affairs of the district, including the authority to fix terms and conditions of employment (including compensation) of District employees.

Apart from his/her normal function as a member of the Board, a director has no individual authority. As single individuals, Directors may not commit the district to any policy, act, or expenditure.

The Board shall also appoint the General Manager, ~~Chief Financial Officer~~, Board Secretary, and General Counsel.

4. BOARD/GENERAL MANAGER FORM OF GOVERNANCE

4.1 Board/General Manager Form of Governance

The District operates in a Board/General Manager form of governance. In a Board/General Manager form of special district leadership, the Board and the General Manager collaborate closely to ensure effective governance and management. The President, Board ~~M~~members, and General Manager work as a team with a common purpose.

Board Members are elected by the rate payers within their respective District and sets policy direction. They represent rate payers and make value judgments on behalf of the community they serve.

The General Manager provides professional expertise to manage the organization. The General Manager implements the Board's policy direction through day-to-day management. This includes overseeing District departments, hiring department heads, and ensuring quality service delivery.

4.2 The Board's Relationship with the General Manager

The following are guidelines intended to help define the relationship between the Board and the General Manager:

- a. Board ~~M~~members are encouraged to contact the General Manger about any subject related to the operations of the District. Similarly, the General Manger may discuss any District related issue with any member of the Board of Directors.

- b. Concerns regarding overall District operations or specific department issues or department heads are addressed with the General Manager.
- c. Critical information will be provided to all members of the Board by the General Manager, which may be verbal, written, or electronic in nature.
- d. The General Manager handles interdepartmental issues.
- e. The General Manager shall advise notify any requesting Board Member when he/she is out of the office for one or more normal consecutive work days. All Board Members will be notified when out of the office for two or more normal consecutive work days. the Board of Directors when he/she is out of the office for an extended period of time.

4.3 Request for Staff and Legal Resources

Individual Board ~~M~~member requests for research by staff or legal counsel must be directed to the General Manager, or the District's legal counsel regarding legal matters. If, in the judgment of the General Manager, a significant amount of time will be required to complete the requested task/project, the item may be agendaized to solicit Board authorization to expend the additional time necessary on the proposed item. Staff responses to Board member requests will be provided to the General Manager and distributed to all Board ~~m~~embers. Board ~~M~~members may request direct legal advice from legal counsel for brief legal inquiries.

4.4 Handling of Legal Matters

The Board appoints the District's legal counsel to provide a wide range of professional legal services, assistance, and legal advice to the Board of Directors, General Manager and all District departments and offices.

- a. The following guidelines shall be employed by Board members when dealing with legal and/or other confidential matters:
 - (i) All written materials and verbal information provided to Board members on matters that are confidential and/or privileged under State law shall be kept in complete confidence to ensure that the District's position is not compromised. Closed session information should not be commented on in open session. No disclosure or mention of any information in these materials may be made to anyone other than Board members, the General Manager or the District's legal counsel.
 - (ii) Confidential materials provided in preparation for and during Closed Sessions shall not be retained, and electronic copies must be deleted or documents returned to staff at the conclusion of the Closed Session.
 - (iii) Confidential materials provided to Board members outside of Closed Sessions must be destroyed, deleted, or returned to staff within thirty

(30) days of their receipt.

- (iv) Board members may not request confidential written information from staff that has not been provided to all Board members.

5. BROWN ACT COMPLIANCE: OPEN MEETING REQUIREMENTS

5.1 Ralph M Brown Act

The Legislature adopted the Brown Act, commonly referred to as California's "Open Meetings Laws" in 1964. The Brown Act is contained in Government Code § 54950.5 et seq. The Brown Act is broadly construed, and compliance is constitutionally mandated.

The Ralph M. Brown Act provides for three different types of meetings; Regular, Special and Emergency. Accordingly, the District shall satisfy the appropriate notice requirement for each type of meeting and indicate the type of meeting on the notice.

5.2 Compliance with the Brown Act

All meetings of the Board of Directors shall comply with the Brown Act.

- a. A member of the Board includes newly elected and appointed officials prior to assuming office.
- b. All Board meetings shall be open and freely accessible to the public, including those with disabilities.
- c. Meetings through the use of intermediaries, serial communications, or emails are prohibited.
- d. The Board shall only take action during a properly noticed meeting.

5.3 Committees

Standing Committees created by formal action of the Board shall comply with the Brown Act. Ad-Hoc committees do not need to conform to Brown Act noticing protocols.

6. PUBLIC INTERACTION

6.1 Customer Concerns and Complaints

- a. All customer concerns and inquiries should be referred to the General Manager.
- b. The Board will be informed of significant, politically sensitive, and/or urgent telephone or electronic communication inquiries. Staff will research the request as soon as possible and provide the General Manager with the appropriate follow-up and response. The General Manager will review the communication and dissemination to the Board.

- c. Copies of any written or electronic responses to customer concerns provided to a member of the Board shall be provided to the other members of the Board of Directors.
- d. Information that may expose the District to liability will be shared with the Board at a noticed, closed session meeting of the Board of Directors.

6.2 Representing an Official District Position

In order to ensure that they are properly representing their positions as elected officials of the West Valley Water District, Board members should adhere to the following guidelines:

- a. Board members may use their title only when conducting official District business, for information purposes, or as an indication of background and expertise.
- b. Once the Board of Directors has taken a position on an issue, all official District correspondence regarding that issue will reflect the Board's adopted position.
- c. In most instances, the Board will authorize the General Manager to send letters stating the District's official position to appropriate legislators.
- d. Meetings of outside agencies and organizations that are included on the District's list of Representative Assignments are to be attended by the designated Board member and/or alternate. If the designated Board member and/or alternate cannot attend an assigned meeting, a duly appointed substitute may attend on their behalf.
- e. Personal opinions and comments that may be contrary to adopted policy may be expressed only if the Board member clarifies that these statements do not reflect the official position of the Board or the District.
- f. Board members should exercise caution when utilizing the news media, social media or other forms of communications to specifically express views which are in opposition to adopted Board policy.

6.3 Public Input on the Agenda

- a. Agenda items noticed on the agenda for public hearing will follow procedures as outlined by the District's legal counsel.
- b. The Presiding Officer may elect to defer action on an item brought forward by the public until such time as staff can prepare an appropriate response.
- c. The Presiding Officer is responsible for maintaining an orderly progression of the business before the Board, and to the extent possible regulates the

amount and type of input from the public and from members of the Board and staff.

- d. Generally, Board members will not respond to public comments except for the Presiding Officer referring matters to the General Manager for follow-up. Board members may, through the Presiding Officer, ask clarifying questions to ensure that staff provides an appropriate response. Occasionally, a prompt response may be offered by the Presiding Officer or the General Manager when an obvious answer or resolution is available. The Board will not enter into a debate or make decisions in response to public comments that are not on the agenda for consideration.

7. CONFLICT OF INTEREST

7.1 Conflict of Interest

In order to assure their independence and impartiality on behalf of the public good, state law prohibits Board members from using their official positions to influence government decisions in which they have a financial interest or where they have an organizational responsibility or a personal relationship that would present a conflict of interest under applicable State law. In accordance with applicable State laws, the following provisions shall apply to all Board member actions:

- a. A Board member will not have a financial interest in a contract with the District or be a purchaser at a sale by the District or a vendor at a purchase made by the District, unless the Board member's participation was authorized under Government Code sections 1091 or 1091.5, or other provisions of law.

A Board member will not participate in the discussion, deliberation or vote on a matter before the Board of Directors, or in any way attempt to use his or her official position to influence a decision of the Board, if he or she has a prohibited interest with respect to the matter, as defined in the Political Reform Act, Government Code sections 81000, and following, relating to conflicts of interest. Generally, a Board member has a financial interest in a matter if it is reasonably foreseeable that the Board decision would have a material financial effect (as defined by the Fair Political Practices Commission's ("FPPC") regulations) that is distinguishable from the effect on the public generally. Any potential conflict of interest question should be immediately addressed with the District's legal Counsel.

If a Board member believes that he or she may be disqualified from participation in the discussion, deliberations or vote on a particular matter due to a conflict of interest, the following procedure will be followed:

- (i) If the Board member becomes aware of the potential conflict of interest before the Board meeting at which the matter will be discussed or acted on, the Board member will notify the District's

General Manager and the District's legal counsel of the potential conflict of interest, so that a determination can be made whether it is a disqualifying conflict of interest.

- (ii) If it is not possible for the Board member to discuss the potential conflict with the General Manager and the District's legal counsel before the meeting, or if the Board member does not become aware of the potential conflict until during the meeting, the Board member will immediately disclose the potential conflict during the Board meeting, so that there can be a determination whether it is a disqualifying conflict of interest.
- (iii) Upon a determination that there is a disqualifying conflict of interest, the Board member: (1) will not participate in the discussion, deliberation or vote on the matter for which a conflict of interest exists, which will be so noted in the Board minutes; and (2) leave the room until after the discussion, vote and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters (i.e., the consent calendar), in which case the Board member will identify the nature of the conflict and not vote on the specified item on the consent calendar. If the item is agendaized for discussion and possible action, the Board member may speak on his or her personal interests in the matter during the time that the public speaks on the issue but must leave the room during Board discussion and action on that item.

- b. A Board member will not recommend the employment of a relative by the District. A Board member will not recommend the employment of a relative to any person known by the Board member to be bidding for or negotiating a contract with the District.

7.2 Disclosure of Economic Interest

- a. Directors who have a financial interest in a decision within the meaning of California Government Code § 87100 et seq. shall publicly identify in detail the economic interest that creates the conflict, recuse themselves from discussing and voting on the matter and leave the room until after the discussion, vote, and any other disposition of the matter is concluded.
- b. Identification shall occur following the announcement of the agenda item to be discussed or voted upon, but prior to commencement of either the discussion or vote.
- c. If the agenda item is to take place during a closed session, identification of the economic interest shall be made during the public meeting prior to the closed session but is limited to a declaration that the Director has a conflict

of interest. The economic interest that is the basis for the conflict need not be disclosed.

- d. Directors are not required to leave the room for an agenda item on the consent calendar provided that the Director recuses him/herself and publicly discloses the economic interest as described above.
- e. Notwithstanding this section, when the conflict is a personal interest as defined by applicable Fair Political Practices Commission regulations, a director may speak as a member of the general public during the time that the general public speaks on the issue, provided the Director has complied with the provision of this section regarding identification of the conflict, recuses his/herself from voting on the matter and, leaves the Board conference table to speak from the same area as the members of the general public. Directors disqualified pursuant to this section shall not be counted toward achieving a quorum while the item is being discussed.

7.3 Soliciting Political Contributions

Board members are prohibited from soliciting political funds or contributions at District facilities or from District employees. A Board member will not accept, solicit or direct a political contribution from:

- a. Vendors or consultants who have a material financial interest in a contract or other matter while that contract or other matter is pending before the District.

A Director will not use the District's seal, trademark, stationery or other indicia of the District's identity, or facsimile thereof, in any solicitation for political contributions contrary to State or Federal law. (California Government Code Sections 3204 and 3205).

8. BOARD MEETING ACTIONS AND DECISIONS

8.1 A Quorum

Action can only be taken by the three-vote majority of the five-member Board of Directors representing a quorum for the conduct of business. Until a quorum is present, there can be no meeting of the Board of Directors. The presence of a minimum of three Board members is required to constitute a quorum of the five-member Board of Directors. No ordinance, resolution or motion shall be passed by the Board of Directors without a majority vote of the Board. County Water District Boards cannot pass anything without at least 3 votes in favor. So, if the quorum is three people, then all have to agree to pass anything. "No ordinance, resolution, or motion shall be passes or become without the affirmative votes of at least a majority of the members of the board" Cal. Water Code §30525. A member abstaining in a vote is considered as absent for that vote. A member abstaining due to a conflict of interest does not count towards a quorum.

- Example. If three of five Directors are present at a meeting, a quorum exists and business can be conducted unless the abstention is due to a conflict of interest. However, if one Director abstains on a particular action and the other two cast “aye” votes, no action is taken because a “majority of the Board” did not vote in favor of the action.
- Example. If an action is proposed requiring a two-thirds vote and two Directors abstain, the proposed action cannot be approved because four of the five Directors would have to vote in favor of the action.
- Example. If a vacancy exists on the Board and a vote is taken to appoint an individual to fill said vacancy, three Directors must vote in favor of the appointment for it to be approved. If two of the four Directors present abstain, the appointment is not approved.

8.2 Board Direction

The Board may give directions that are not formal action. Such directions do not require formal procedural process. Such directions include the Board’s directives and instructions to the General Manager.

- a. The President shall determine, by consensus, a Board directive and shall state it for clarification. Should any two Directors challenge the statement of the President, a voice vote may be requested.
- b. A formal motion may be made to place a disputed directive on a future agenda for Board consideration, or to take some other action (such as refer the matter to the General Manager for review and recommendation, etc.).
- c. Informal action by the Board is still Board action and shall only occur regarding matters that appear on the agenda for the Board meeting during which said informal action is taken.
- d. Nothing in this policy prevents the Board from providing direction to the General Manager in response to public comments or under Board member or General Manager comments, as allowed under the Brown Act. No vote or action shall be taken.

9. TYPE OF BOARD MEETINGS

9.1 Regular Board Meetings. The time and date of monthly regular meetings of the Board of Directors of West Valley Water District (“Board of Directors”) ~~shall be held at 6:00 p.m. on the first and third Thursday of each month.~~ shall be set by ordinance. Business shall be conducted in accordance with Division 12 of the Water Code of the State of California and Section 54954 of the Government Code of the State of California and all other codes pertaining thereto, as well as any proceedings adopted by the Board of Directors not inconsistent therewith.

9.2 Special Board Meetings. Special meetings of the Board of Directors may be called by the presiding officer or a majority of the legislative body in accordance with

Government Code Section 54956, ~~of the State of California.~~

Special Board Meetings can be called for instances including but not limited to:

- a. Board Workshops
- b. Urgent business matters requiring Board action prior to the next Regular Board Meeting
- c. To discuss business matters per the request of a Board Member or a majority of the Board.

To call a Special Board Meeting pursuant to Section 9.2(a) and 9.2(b), if it is called by the Board President in conjunction with staff recommendation, the Board Secretary shall follow the procedure as outlined in Government Code Section 54956.

9.3 Policy for when a Board Member Requests to call for a Special Meeting pursuant to Section 9.2(c).

When a Board Member desires to call for a Special Board Meeting they shall give notice to the Board Secretary or designee in writing, and include the business matter to be transacted or discussed. The Board Secretary shall communicate to the General Manager and Board President regarding the Board Member request to call for a Special Board Meeting.

The Board Secretary or designee shall respond in writing to the Board Member who requested the Special Board Meeting that their request was received and inquire whether the matter needs to be discussed prior to the next Regular Board Meeting. The Board Member shall provide their response in writing.

- a. If the requesting Board Member responds that the matter can wait until the next Regular Board Meeting, the Board Secretary or designee shall contact the Board Member to inquire if they would like the item placed on the next Regular Board Meeting agenda on their behalf. The Board Secretary or designee shall proceed accordingly and notify the General Manager and Board President.
- b. If the requesting Board Member responds that the matter cannot wait until the next Regular Board Meeting, the Board Secretary or designee shall submit in writing an inquiry to all remaining Board Members, separately, to determine if there is a majority of the legislative body in agreement that the matter should be discussed prior to the next Regular Board Meeting.

The Board Members shall provide their response in writing.

- (i) If there is a majority of the legislative body in agreement with the need to discuss the matter prior to the next Regular Board Meeting, the Board Secretary or designee, in conjunction with the General Manager and Board President, shall proceed to schedule a Special Board Meeting, taking into consideration Board Member schedules and making every effort to be as

inclusive as possible for Board Member participation in the meeting, as well as required staff and legal counsel as needed.

(ii) If there is not a majority of the legislative body in agreement with the need to discuss the matter prior to the next Regular Board Meeting, the Board Secretary or designee shall notify the requestor, and inquire if they would like the item placed on the next Regular Board Meeting agenda on their behalf. The Board Secretary or designee shall proceed accordingly and notify the General Manager and Board President.

c. At any time during this process, the Board President can decide to call for a Special Meeting per Government Code Section 54956.

d. Nothing in this policy will be construed to discourage Board Members from requesting to call for a Special Board Meeting or adding items to Regular Board Meeting agendas as otherwise provided for under the applicable policies and procedures of the District.

9.29.4 Emergency Meetings. Emergency meetings of the Board of Directors may be called in accordance with Government Code Section 54956.5 of the State of California.

9.39.5 Standing Committee Meetings. To assist the Board of Directors in its deliberations for establishing policies of West Valley Water District (“District”), it is deemed beneficial to have standing committees of the Board of Directors made up of not more than two (2) members of the Board of Directors, and an alternate, Said committees who shall develop recommendations to be considered by the Board of Directors for establishing policy by working independently or with staff. The committee shall appoint a chairperson shall be appointed by the President of the Board with the consent of the full Board of Directors. at their first committee meeting following new committee appointments. If the committee cannot reach a decision on the appointment of a chairperson, the President of the Board will make the appointment.

9.49.6 Organizational Meeting. The Board of Directors shall hold a bi-annual organizational meeting at the first regular meeting in December, or the next available meeting, after certification of the election results, or as desired at any time by the majority of the Board.. At this meeting, the Board will elect a President and Vice President from among its members to serve -for a term of two-years during the coming calendar year. Additionally, Standing Committee and Subcommittee assignments will be reviewed for possible changes.

9.59.7 Ad-Hoc Committee Meetings. Ad hoc Committees are temporary committees composed solely of less than a quorum of Board members to advise the Board on matters of importance that are too in-depth for the full board. They are formed for a specific purpose, for a limited time, and disband once their task is complete. Their meetings are not subject to the Brown Act’s normal requirements. No published

agenda or public meeting.

9.69.8 Outside Meetings. Members of the Board of Directors (singularly, “Director” and collectively, “Directors”) may attend outside meetings to educate and inform such Directors regarding issues affecting the District and the water industry and to make others aware of the activities concerning the District. Periodically the Board President and/or the Board of Directors may ask a Director to represent the District at an outside meeting or perform another duty for the District. The term “Outside Meeting(s)” shall mean any meeting, activity, conference, seminar, workshop, facility tour and other like or similar events, including webinars and conference calls, except for the meetings listed above. Except as provided in Section 18.2.b., a Director may attend any Outside Meeting. However, the District shall compensate a Director for only those Outside Meetings approved in Section 18.2.b.

9.10. BOARD MEETING AGENDA

10.1 Regular Meetings

The General Manager, in cooperation with the Board President, shall prepare an agenda for each regular and special meeting of the Board of Directors in accordance with the Brown Act. Any Director may contact the General Manager, Board President, or Board Secretary to request an item to be placed on the agenda. Board member items should be timely and be submitted prior to 5:00 PM on Tuesday, the week before the next board meeting.

10.2 Agenda Posting

Agendas for regular meetings shall be posted 72 hours in advance of the meeting and agendas for special meetings shall be posted 24 hours in advance of the meeting. The posting must occur in a place that is freely accessible to the public and on the District’s website. The agenda shall also be accessible in an open location by that date.

Posting of the agenda for all regular meetings of the Board of Directors, as defined within the meaning of the Ralph M. Brown Act, shall be in compliance with California Government Code § 54954.2. Posting of the agenda for all special meetings of the Board of Directors and/or other “legislative bodies”, as defined within the meaning of the Ralph M. Brown Act, shall be in compliance with California Government Code § 54956. Posting of the agendas for all “emergency meetings” of the Board of Directors, as defined within the meaning of the Ralph M. Brown Act shall be in compliance with California Government Code § 54956.5(b).

10.3 Agenda Packet

When distributing agenda packet and other materials to members of the Board of Directors, those materials should be provided to all members at the same time.

A copy of the agenda for each regular meeting of the Board of Directors shall be provided to each Board member no later than the Friday of the week prior to of each regular meeting, together with copies of all applicable supporting documentation; minutes to be approved; staff reports; and other available documents pertinent to the meeting. Directors shall review

agenda materials before each meeting. Individual Directors may confer directly with the General Manager to request additional information on the agenda items before or at the meeting.

11. BOARD MEETING CONDUCT

11.1 Attendance At Meetings

Members of the Board of Directors are expected to attend, all regular and special meetings of the Board unless there is good cause for absence. Good governance requires Board Members to be present and engaged, however circumstance sometimes arise that may prevent a Board Member from being present for a meeting.

Good cause for absence, including late arrivals or early departures, includes temporary illness, family illnesses, being outside the County or State, or other unavoidable circumstances of which the General Manager or Board Secretary is notified prior to the meeting. Good cause also includes Board authorized meeting absences such as attendance at a conference directly related to the functions and interests of the District or at the meeting of another public agency in order to participate in an official capacity.

A Board Member who will be absent for good cause shall notify the General Manager or Board Secretary prior to the meeting who shall then notify the President of the impending absence. Board members shall make every effort to relay absences as far in advance as possible. In accordance with state law, “a Director who ceases to discharge the duties of his or her office for the period of three consecutive months”, shall have abandoned their seat and their seat will be considered vacant. Except when prevented by sickness, or when absent from the state with the permission required by law. (Gov. Code § 1770(g).).

11.2 Adoption Of Agenda

All Board meetings shall commence at the time stated on the agenda and shall be guided by same. The placement of an item on the agenda shall not be deemed a requirement that the items proceed in any particular order. The Board President, with concurrence of a majority of the Board, may alter the order in which agenda items shall be considered for discussion and/or action by the Board.

11.3 Rules Of Order

The Board of Director’s for West Valley Water District have adopted Rosenberg’s Rules of Order to govern the conduct the business of the Board. A simplified handout regarding Rosenberg’s Rules of Order are provided to each Board member on the dais.

11.4 Closed Sessions

The Board of Directors’ meeting shall be open to the public, except when the Board is convened in Closed Session, as authorized under provisions of the Ralph M. Brown Act (California Government Code § 54950 et seq.).

The Board may conduct a closed session during a noticed meeting for certain matters, as

identified on the agenda, where it is necessary to conduct business in private. Major reasons for permissible closed sessions, as authorized by the Brown Act, include real property transactions, labor negotiations, and pending/anticipated litigation. Except as required by law, all proceedings in Closed Sessions shall remain confidential.

11.5 Adjourned Meetings

A majority vote of the quorum of the Board of Directors may adjourn any Board meeting at any place in the agenda to a time and place specified in the order of adjournment, except that if no quorum is present or no Directors are present at any regular or adjourned regular meeting, the Board ~~P~~resident or General Manager may declare the meeting adjourned to a stated time and place. Notice of the adjourned meeting shall be posted on or near the door of the meeting within 24 hours after the adjournment and the adjourned meeting shall be noticed in the same manner as a special meeting.

11.6 Decorum

The President shall take whatever actions are necessary and appropriate to preserve order and decorum during Board meetings, including public hearings. The President may eject any person or persons making personal, impertinent or slanderous remarks, refusing to abide by a request from the Presiding Officer, or otherwise disrupting the meeting or hearing.

The Presiding Officer of the Board or Committee, with assistance of any designated security personnel, shall be responsible for maintaining order of meetings. The Rules shall be enforced as follows:

The Presiding Officer has the authority to issue a warning to a person or member of the Board violating the Rules. If the person or member of the Board continues to violate the Rules and disrupt the meeting, the Presiding Officer may take whatever lawful action he or she deems necessary to maintain the order of the meeting.

- a. Directors shall at all times conduct themselves with courtesy to each other, to staff, and to members of the audience present at Board meetings.
- b. Directors shall defer to the presiding officer for conduct of meetings of the Board but shall be free to question and discuss items on the agenda. All comments should be brief and confined to the matter being discussed by the Board.
- c. Directors may request for inclusion into the meeting minutes brief comments pertinent to an agenda item (including, if desired, a position on abstention or dissenting vote).
- d. A member of the public addressing the Board or Committee shall only do so from the podium or designated table and all comments shall be addressed to the Board or Committee as a whole or to the Presiding Officer, and not to any single Board or Committee member, staff or member of the audience.

No member of the public, or the Board, or a Committee shall engage in any conduct which disrupts the orderly conduct of any Board or Committee meeting. No member of the Board may yell at, threaten, interrupt or make personal attacks upon members of the public, other Board members or District employees. Furthermore, no member of the Board may yell at, be rude, interrupt, threaten or make personal attacks against or at another member of the Board while the meeting is in session.

- e. No person in the audience at a Board or Committee meeting or a member of the Board from the dais shall engage in conduct that disrupts the orderly conduct of any Board or Committee meeting, including but not limited to, the utterance of loud, threatening, or abusive language, whistling, clapping, stamping of feet, repeated waving of arms, or other disruptive acts.
- f. All persons attending Board or Committee meetings and all members of the Board shall obey reasonable orders or requests from the Presiding Officer within the authority of the Presiding Officer.

- g. No person shall interrupt Board or Committee members or the Secretary during a Board or Committee meeting. No member of the Board shall interrupt or talk over another member of the Board while that Board member is exercising the right to address the subject matter within the subject matter jurisdiction of the District.

11.7 Enforcement of Decorum

- a. The President may declare a short recess during any meeting.
- b. Warning. The presiding officer shall request that a person or member of the Board who is breaching the rules of decorum be orderly and cease the breach of decorum. If, after receiving a warning from the presiding officer, a person or member of the Board persists in disturbing the meeting, the presiding officer may adjourn the meeting or make a formal record of the breach for further proceedings including, but not limited to, censure.
- c. Removal. Public. Any security personnel or law enforcement officer shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the Board meeting. Upon instruction of the presiding officer, it shall be the duty of the security personnel or law enforcement officer to remove from the Board meeting any member of the public who is disturbing the proceedings of the Board.

10.12. BOARD CENSURESHIP POLICY

In order to deter violations of law and violations of adopted District policies, the Board may take formal action against its members for such misconduct in the form of censure.

10.12.1 Censure Defined

Censure is a formal Resolution of the Board reprimanding one of its own members for specified conduct, generally a violation of law or of District policy. Censure carries no fine to the elected official. However, censure may include suspension of committee assignments and other restrictions. A censure is a punitive action that serves as a punishment for wrongdoing.

10.212.2 Procedure

A request for censure of a member of the Board may be submitted to the Board Secretary ~~to the Board~~ by any member of the Board. The request shall contain the specific charges on which the proposed censure is based. The request for censure shall be considered by an Ad-Hoc Committee appointed ~~the Executive Committee of the Board established~~ by the President of the Board. The Ad-Hoc Executive Committee shall not include the member making the request or the member who is the subject of the request. If the President is either the subject of the request or the member making the request, the Vice President will appoint the Ad-Hoc Committee. If both the President and the Vice President are conflicted, then the most tenured, non-conflicted Board Member, will appoint the Ad-Hoc Committee.

The District Secretary shall deliver a copy of the request for censure and the charges to each member of the Board at least 72 hours prior to the first meeting of the Ad-Hoc Committee at which the request will be first considered. The Ad-Hoc Executive Committee shall permit testimony from both the member making the request and the member subject to the request and shall determine whether: (a) further investigation of the charges is required in order to determine if a censure hearing is warranted; or (b) the matter is to be set for censure hearing; or (c) no further action should be taken with respect to the request. The Ad-Hoc Executive Committee shall present its recommendations to the Board for its consideration and action as provided below.

If the Ad-Hoc Executive Committee determines no further action should be taken with respect to the request, the Ad-Hoc Executive Committee shall report that to the Board at its earliest opportunity. If the Ad-Hoc Executive Committee determines that further investigation is required, the Ad-Hoc Executive Committee or its designee shall conduct an investigation, arrive at its recommendation, and report its conclusions, findings and a summary of its proceedings to the Board at its earliest opportunity. If the Ad-Hoc Executive Committee does not report its recommendations and findings to the Board within 30 days of the initial hearing of the Ad-Hoc Executive Committee and receipt of the request for censure, the matter shall automatically be sent to the Board for its consideration.

Upon receipt of the report of the Ad-Hoc Executive Committee, or the expiration of the time for the Ad-Hoc Executive Committee to report, the Board shall place the matter on its agenda to determine whether or not a censure hearing is warranted. If the Board decides to set the matter for a censure hearing, it shall schedule it no sooner than two weeks after its determination to hear the matter. It may not schedule the matter during any previously scheduled excused absence of the subject Board Member. Written notice of the hearing shall be delivered in person to the member of the Board subject to the censure hearing or to a reliable address where the member receives regular First-Class Mail at least ten (10) days in advance of the scheduled hearing.

At the censure hearing, the member of the Board who is the subject of the request for censure shall be given the opportunity to make an opening and closing statement, to call witnesses on his or her behalf and to question his or her accusers. The questioning or cross-questioning of any witness may be reasonably limited by the person presiding the hearing.

Testimony shall be taken only from witnesses having direct knowledge of facts or circumstances relevant to the specific charges under consideration. However, the rules of evidence and judicial procedure in courts of law shall not be applicable to this hearing, and the procedures shall be generally informal.

A Board decision to censure requires the adoption of a Resolution making findings, based on evidence that the member has engaged in conduct that constitutes a violation of law or a violation of an adopted Board policy, ordinance or regulation. The Resolution must be affirmed by at least three affirmative votes of the Board. The accused Board member shall not participate in the District Board's deliberations after the public hearing is closed or in any vote by the District Board on the proposed censure.

11.13. MINUTES OF BOARD AND COMMITTEE MEETINGS

The Secretary of the Board of Directors shall keep minutes of all regular, special, and committee meetings of the Board.

- a. Copies of a meeting's minutes shall be distributed to Directors as part of the information packet for the next regular meeting of the Board or committee meeting, at which time the Board will consider approving the minutes as presented or with modifications. Once approved by the Board, the official minutes shall be scanned and made available for public review.
- b. Unless directed otherwise, an electronic recording of regular and special meetings of the Board of Directors will be made. Members of the public may inspect recordings of Board meetings through the District's website or by submitting a request to the Board Secretary.
- c. Motions, resolutions or ordinances shall be recorded in the minutes as having passed or failed. The motion makers, and individual votes will be recorded. A unanimous vote shall be recorded as a vote in favor by each member.
- d. All resolutions and ordinances adopted by the Board shall be numbered consecutively, starting new at the beginning of each calendar year.
- e. In addition to other information that the Board may deem to be of importance, meeting minutes shall be drafted and formatted as outlined in Board's adopted rules of order.

12.14. COMMITTEES OF THE BOARD RULES AND CONDUCT

12.14.1 Purpose And Scope

Assignment to a Standing Committees shall be made a majority vote of the Board.

A committee of the Board of Directors may qualify as a "legislative body" as that term or its successor terms are defined within the meaning of the Ralph M. Brown Act (California Government Code § 54950 et seq.). All meetings of subsidiary bodies and/or committees of the Board of Directors, which are defined as a "legislative body", as that term or its successor terms are defined in the Ralph M. Brown Act, shall be open to the public, except when convened in Closed Session, as authorized under provisions of the Ralph M. Brown Act.

Unless authority to perform a duty is expressly delegated by the Board of Directors to a committee, committee motions and recommendations shall be advisory to the Board of Directors and shall not commit the district to any policy, act or expenditure. Nor may any committee direct staff to perform specific duties unless duly authorized by the Board of Directors.

12.214.2 Standing Committees

Safety & Technology Committee: The Safety & Technology Committee is responsible for reviewing and approving the District's technology planning and strategy, reviewing significant technology investments and expenditures, and monitoring and evaluating existing and future trends in technology that may affect the District's strategic plans. The committee promotes collaboration and communication amongst

Human Resources Committee: The Human Resources Committee ensures that the organization follows local, state, and federal laws and best practices while implementing value-based systems and policies. It monitors practices to treat all employees equally and fairly, creating an attractive work environment for both current and prospective employees. Allows for a forum of detailed discussion, examination, and review of the District's needs and practices in the selection, evaluation, compensation, development and retention of staff.

Policy Review and Oversight Committee: The Policy Review and Oversight Committee is responsible for overseeing the development and maintenance of District-wide policies and procedures. Its purpose is to review all district policies regularly, ensure that the organization operates legally and ethically by creating and updating policies that guide the organization's actions, provide ethical oversight, ensure legal compliance and consistency, and seek best practices.

Finance Committee: The Finance Committee is responsible for providing financial oversight to the District by developing an annual and/or multi-year Operating and Capital Improvement budgets, setting long-term financial goals, monitoring adherence to the budget and achievement of financial goals, rate setting, investment and reserves management, assuring internal controls are operating as intended, overseeing financial dealings, purchasing, warehousing, and fund expenditures.

Engineering, Operations, and Planning Committee: Engineering, Operations, and Planning Committee makes business decisions and provides oversight for the construction, operation, maintenance and rehabilitation of the necessary works for the production, storage, transmission, and distribution of water. The Committee also oversees the long and short-term planning of resilient and sustainable water supplies.

External Affairs: External Affairs Committee is responsible for the oversight and implementation of strategies to set and advance the District's legislative platform, community engagement, public and media relations, and legislative affairs.

12.314.3 Ad-Hoc Committee

The purpose of an Ad-Hoc Advisory Committee and the time allowed to accomplish that purpose shall be outlined at the time of appointment. Appointments to Ad-Hoc Committees are made at the discretions of the President or the Board. A temporary advisory committee shall be considered dissolved when its purpose has been accomplished or when the timeframe for its existence has expired, whichever occurs first. Any recommendations from committees shall be submitted to the Board via a written or oral report.

- a. An ad-hoc committee shall be comprised solely of members of the Board and shall consist of less than a majority of Board Members.
- b. An ad-hoc committee may make recommendations to the Board. The Board may not delegate any decision-making power to a temporary advisory committee.
- c. An ad-hoc committee shall meet on an as needed basis and shall not have a meeting schedule fixed by charter, ordinance, resolution, or formal action of the Board.

13.15. SELECTION OF THE PRESIDENT AND VICE-PRESIDENT

The members of the Board shall elect its President and Vice President from among the members of the Board for a term of two years. A Bi-Annual Organizational Meeting shall be held ~~to elect the President and Vice President, per section 9.6.~~

The Board may have an election of Officers at any time they so choose.

14.16. DUTIES OF THE BOARD PRESIDENT AND VICE PRESIDENT

14.16.1 Presiding Officer

The President of the Board of Directors shall serve as the presiding officer at all Board meetings. In the absence, disability or resignation of the President, the Vice President of the Board of Directors shall serve as the presiding officer over all meetings of the Board. When the President disqualifies himself/herself from participating in an agenda item, the Vice-President shall perform the duties of the presiding officer. If the President and Vice President of the Board are both absent or disabled, the remaining members present shall select one of themselves to act as temporary presiding officer of the meeting.

The presiding officer shall have the same rights as the other members of the Board in voting, introducing motions, resolutions and ordinances, and any discussion of questions that follow said actions. The presiding officer may move, second, debate, and vote from the chair.

14.216.2 Duties Regarding Meetings

The President shall preside over and conduct all meetings of the Board of Directors, shall carry out the resolution and orders of the Board of Directors, and shall exercise such other powers and perform such other duties as the Board of Directors shall prescribe including, acting as presiding officer at Board Meetings in Board's adopted rules of order. Restrict discussion to the question when a motion is before the Board.

14.316.3 Responsibilities

Responsibilities of the President, and Vice President in the absence of the President, include, but are not limited to, the following:

- a. Sign all instruments, act, and carry out stated requirements and the will of the Board;
- b. Call such meetings of the Board as he/she may deem necessary, giving notice as prescribed by law;
- c. Coordinate the preparation of meeting agendas with the General Manager;
- d. Confer with the General Manager and Vice President on crucial matters which may occur between Board of Directors meetings;
- e. Be responsible for the orderly conduct of all Board meetings;
- f. Be the lead spokesperson for the Board or appoint a designee; and
- g. Perform other duties as authorized by the Board.

~~14.4 — Executive Committee~~

~~The President and Vice President constitute the Executive Committee and shall advise and give limited direction to the General Manager on issues that arise between board meetings. A majority vote of the Board of Directors shall countermand any direction given by the Executive Committee.~~

- ~~a. — The Executive Committee shall meet with the General Manager bi-monthly to discuss progress towards Board directed activities. Further consultation with the General Manager shall be on as needed basis.~~
- ~~b. — Any urgent advice or direction given by the President alone must be discussed with the Vice President at the first practical opportunity.~~
- ~~c. — The President does not have authority to make decisions or give direction without consultation of the Vice President unless the issue in question is time sensitive and the Vice President is not available for consultation. Likewise, the in the absence of the President, the Vice President may act if the President is not available and immediate direction to the General Manager is required.~~
- ~~d. — All financial decisions or direction made or given by the Executive Committee, even if exercised under the General Manager's authority must be reported to the full board at the next scheduled board meeting.~~
- ~~e. — All personnel decisions or direction made or given by the Executive Committee, even if exercised under the General Manager's authority must be reported to the full board at the next scheduled board meeting.~~
- ~~f. — The General Manager shall also share the responsibility to report direction given by the President, Vice President, and or the Executive Committee as~~

| ~~a whole to the full Board of Directors at each regular meeting.~~

- ~~g. Decisions or advise that the General Manager believes can wait until the next meeting of the full Board, must be added as an agenda item for the next meeting for discussion and direction from the full Board.~~

16.4 Officers Meeting with General Manager

- ~~a. The officers (President and Vice President) shall meet with the General Manager at least twice a month and as otherwise needed to receive operational updates and review upcoming agendas.~~
- ~~b. The officers shall provide feedback to the General Manager during these meetings, as requested.~~
- ~~c. The officers have no authority to issue binding directions to the General Manager.~~
- ~~d. The time, place, and method of these meetings shall be determined at the officers' discretion~~

15.17. DIRECTOR EDUCATION AND CONFERENCES

15.17.1 Overview

Members of the Board of Directors are encouraged to attend educational conferences, seminars, trainings, and professional meetings which benefit the District. ~~when the purpose of any such activity is to improve District operation.~~ There is no limit as to the number of Directors attending a particular activity when it is apparent that attendance is beneficial to the District, as long as a majority of the Board members do not discuss issues related to the District's business, which is a violation of the ~~Ralph~~ Brown Act. ~~Directors shall not attend conference or training event when it is apparent that there is no significant benefit to the District.~~ Any educational conferences, seminars, trainings, and professional meetings outside of those listed on Schedule "A" will require Board approval.

There are no individual budgets limits for Board Meetings and Events listed on Schedules "A", "B", and "C". For events outside of Schedule "A", "B", and "C", each Board Member shall have a \$5,000 budget limit. Finance will track expenditures and advise the Board on ongoing budget status.

16.18. BOARD MEMBERS RIGHTS AND PRIVILEGES

16.18.1 Rights And Privileges

The Board of Directors are comprised of five directors elected by separate divisions and each constitute one-fifth of the board. No one directors' voice is greater than another and to ensure that every director is treated equally, the following rights and privileges shall not be infringed upon.

- a. Every director has a right to pull any item from the consent calendar to be considered as a business item without need of a second nor a vote of the board as a whole.
- b. Every director has a right to be heard and involved in the discussion of an item. Discussion and debate are an important function of public transparency; therefore, the President shall make every effort to allow every board member to participate in the discussion of an item in order to foster a productive debate on the issue under consideration.
- c. Every director has a right to hear the staff report on a business item before motions or discussion shall be considered.
- d. Every director has a right to ask technical questions on a business item before motions or discussion shall be considered.
- e. Every director has a right to make a substitute motion, which must be recognized by the President, and if properly seconded must be taken up immediately.
- f. Every director has a right to be made aware of any or all public records requests being made of the District if they wish.
- g. For District press releases the following process will be followed: The Government & Legislative Affairs Manager (Manager) will prepare press release with approval of the General Manager. Draft will be sent to the President or Vice President in the absence of the President, ~~Executive Committee~~ for review and approval within twenty-four (24) hours prior to issuance. If a Board member is quoted or mentioned, a draft will be sent for their review & approval of quote or mention prior to posting & release. Once approvals are received, Manager posts on website and sends press release to media contacts. Press release notification will be sent to all Directors the same day. All press releases are to be included in monthly Directors report.
- h. Every director has a right to review director fees and reimbursements and the District shall provide monthly reports of all director's fees and reimbursements to each director.
- i. Every director has a right to be made aware of any direction or decisions given by the President, Vice President or collectively as the Officers of the Board~~Executive Committee~~ that occurs between meetings of the full board.
- j. Every director has a right to be aware of requests for information from any local, state, or federal law enforcement or judicial agency made of the District.
- k. Every director has a right to be made aware of investigative reports and request for information from local, state, or federal regulatory or oversight agencies.

- l. Every director has a right to be made aware of all professional services contracts exercised under the General Manager's authority.
- m. Every director has a right to request additional information from staff on an agenda item. The information shall be made available to the other boards members as well.
- n. Every director has a right to be made aware of serious complaints received from District ratepayers regarding water quality and customer service.
- n.o. Every director has a right to be made aware of major water leaks or line breaks that occur in their respective division.

16.218.2 Compensation

Each Director shall be compensated for attending District related meetings and functions as follows:

- a. **Compensation For Meetings.** Each Director is compensated ~~as of October 15, 2023, Two Hundred and Six Dollars and Thirty Eight Cents (\$206.38)~~ for attending an adjourned, regular, board meeting of the Board of Directors, a special board meeting of the Board of Directors, or emergency meeting of the Board of Directors, a standing or ad-hoc committee meeting, or an organizational meeting, an emergency meeting of the Board of Directors or an adjourned, regular, emergency, or special meetings of the Board of Directors. Compensation shall be in accordance with Ordinance No. 86. increased 5% every year on October 15th.

Section 20202 of Division 10 of the California Water Code states:

“In any ordinance adopted pursuant to this chapter to increase the amount of compensation which may be received by members of the governing board of a water district above the amount of one hundred dollars (\$100.00) per day, the increase may not exceed an amount equal to 5 percent, for each calendar year following the operative date of the last adjustment, of the compensation which is received when the ordinance is adopted.

No ordinance adopted pursuant to this chapter shall authorize compensation for more than a total of ten (10) days in any calendar month.” ~~There shall be no compensation for attending meetings or performing other duties for the district on the same day as Board of Directors meetings. As per Section 20202 of Division 10 of the California Water Code, meeting compensation is set per day. Therefore, regardless of the number of meetings attended on a given day, total daily compensation is limited to the amount specified in Ordinance No. 86.~~

The compensation to the governing board of the West Valley Water District shall automatically increase by 5 percent each calendar year on October 15th.

The Board of Directors assigns the Board President or his designee to monitor, review, deny or recommend approval to the Board of Directors, all compensation requests by Directors according to the following criteria:

Each Director may be compensated for attending meetings, as defined in Schedule “A”, Schedule “B”, and Schedule “C” and other meetings approved by the Board of Directors.

Each Director may be compensated for attending meetings with the General Manager or designee to discuss matters related to the functions and operations of the District. Directors are encouraged to use discretion when requesting compensation for such meetings.

In addition to daily compensation,~~(a)~~, each Director may incur or be reimbursed for travel expenses up to but not in excess of actual expenses per fiscal year.

Director fee reports are to be submitted on the first business day of each month for the prior month’s activity. Approvals are to be obtained prior to payroll processing. Any approvals not obtained prior to the submission to the Finance Department are to be ratified by remaining approvers. Any adjustments resulting in a reduction of qualifying meetings would result in a reduction of pay as an adjustment in the following month’s payroll submission.

- b. **Outside Meetings and Events.** Directors shall be compensated for Outside Meetings as follows:
- (i) Attached hereto as Schedule “A” is a list of pre-approved Outside Meetings and Events hosted by the organization listed that any Director may attend including all meetings, events, functions, seminars, trainings, and conferences.
 - ~~(ii) Attached hereto as Schedule “B” is a list of Standing Committee Meetings of the Board of Directors~~
 - ~~(iii)~~(ii) Attached hereto as Schedule “BC” is a list of Regional Board Assignments of the Board of Directors
 - ~~(iv)~~(iii) Attached hereto as Schedule “CD” is a list of Community Events in which any Director may attend, with prior approval of the President.
 - ~~(v)~~(iv) Directors shall not represent the Board of Directors at any functions of organizations not listed on Schedule “A”, “B”, “C”, ~~or “D”~~ without the prior approval of the President. Directors should made a good faith effort to receive prior approval.
 - ~~(vi)~~(v) In the event a Director attends an Outside Meeting pursuant to subsections (i), (ii), or (iii), above, the Director shall be compensated as per the current compensation rate. In addition the Director may

be compensated for a reasonable travel time to and from authorized Outside Meetings, a Director may be compensated for up to one (1) day of travel, the day before all Meetings are to occur and up to one (1) day after the Meeting is concluded, provided that the Meeting is greater than sixty (60) miles from the District's headquarters.

~~(vii)~~(vi) If a Director wishes to attend an Outside Meeting or Conference not listed on Schedule "A", "B", or "C", ~~"D"~~, the Director must receive prior approval from the full Board. The Director shall provide details of the meeting including the dates, agenda, estimated costs, and how attendance will benefit the District ~~to the General Manager who will~~ and place the request on the next regular meeting agenda as a business item for consideration.

~~(viii)~~(vii) A Director shall be able to attend meetings with staff, consultants, elected officials from other Districts, or local community events or function and claim it as an "Outside Meeting" as long as they work with Board Secretary on providing an agenda and topic of discussion or flyer for transparency documentation. A meeting claimed under this section follows the same approval and reporting out requirements as in Section 18.2.b.(vi).

- c. Board of Directors will be reimbursed for any expenses incurred during the course of conducting District business with other elected officials, District employees and consultants.

SCHEDULE “A” OUTSIDE MEETINGS

ORGANIZATION

DESIGNATED REPRESENTATIVE

American Water Works Association	Any Board Member
Association of California Water Agencies	Any Board Member
Association of San Bernardino County Special Districts	Any Board Member
Building Industry Association	Any Board Member
<u>California Municipal Utilities Agency</u>	<u>Any Board Member</u>
California Special Districts Association	Any Board Member
<u>Groundwater Resources Association</u>	<u>Any Board Member</u>
<u>Inland Empire Utilities Agency/Metropolitan Water District</u>	<u>Any Board Member</u>
<u>San Bernardino Valley Municipal Water District</u>	<u>Any Board Member</u>
Southern California Water Coalition	Any Board Member
<u>Urban Water Institute</u>	<u>Any Board Member</u>
Water Education Foundation	Any Board Member
<u>Water Education for Latino Leaders</u>	<u>Any Board Member</u>

~~SCHEDULE “B” STANDING COMMITTEES~~

~~Executive Committee~~ ————— ~~Human Resources Committee~~

~~Engineering/Planning Committee~~ ————— ~~Safety and Technology Committee~~

~~External Affairs Committee~~ ————— ~~Policy Review & Oversight Committee~~ ~~Finance Committee~~

SCHEDULE “BC” BOARD ASSIGNMENTS

ACWA/JPIA

Bloomington Municipal Advisory Committee (MAC)
San Bernardino Valley Municipal Water District
Rialto Basin Groundwater Council
IEWorks

SCHEDULE “CD” COMMUNITY EVENTS

~~City of Rialto Events~~ ~~Fontana Chamber of Commerce Events~~
~~City of Fontana Events~~ ~~City of Colton Events~~
~~Rialto Chamber of Commerce Events~~ ~~County of San Bernardino Events~~
~~Community Events within the District's Sphere of Influence~~

City of Colton Events
City of Fontana Events
City of Rialto Events
County of San Bernardino Events
Fontana Chamber of Commerce Events
Rialto Chamber of Commerce Events
Community Events within the District's Sphere of Influence

16.318.3 Lodging, Meals, And Other Expenses. The District shall reimburse each Director for itemized expenses while conducting District business, including, but not limited to, payment of registration fees for conferences, workshops, seminars, lodging, meals, and other related expenses while attending or traveling to/from District related functions.

The following restrictions shall apply to District paid expenses:

a. **Transportation:** District paid air travel shall be by coach class at the most economical and reasonable fare available based on the itinerary of the Director and efficiency of travel. A Director may elect to voluntarily stay longer than necessary to discharge his or her duties as long as there is no additional expense to the District. If additional costs are incurred, the Director will reimburse the District.

b. Rental vehicles may be reimbursed to attend an authorized Outside meeting when it is determined that renting a vehicle is reasonable, necessary, and more economical than other forms of transportation. In the event a Director is required to rent a vehicle to attend an authorized Outside Meeting, the District shall reimburse the Director for the cost of such rental vehicle, provided that the cost shall not exceed the cost of a mid-sized- full-sized vehicle, regularly charged by such rental company for same day rentals. Any contractual agreements between the District and car rental agencies shall be considered first for booking of rental vehicles.

b. **Lodging:** Lodging expenses will be reimbursed or paid for when travel on District business requires an overnight stay. Whenever appropriate, lodging and meals will be prepaid by the District or paid for by District staff. ~~When making prepayment of reservations for travel, meals, lodging or other related expenses, it may be beneficial to the District to include payment for spouses. Each Director shall reimburse the District for any prepayment of costs for his/her spouse except as otherwise set forth in this Policy. Directors shall clearly identify expenses for his/her spouse except as otherwise set forth in this Policy. Directors shall clearly identify expenses for his/her spouse, or may choose to pay for expenses for his/her spouse on a separate ticket or sales slip at the time of purchase.~~ Lodging shall be obtained at the most economical rate available for good quality lodging. If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. If group rates are not available, travelers must request government rates when available. In the event that group rates or government rates are not available, amounts exceeding the group and/or government rates for the destination are to be substantiated in a memorandum accompanying the expense report. Lodging rates that are equal to or less than group or government rates are presumed to be reasonable and hence reimbursable.

When Directors bring guest(s) they are responsible for all of their expenses including but not limited to travel, meals, and lodging.

e.

- c. **Meals:** The District reimbursement rate for Board member meals shall be the reasonable and necessary amount incurred, not to exceed \$140.00 per day. The District does not pay for or reimburse for alcoholic beverages. Board Members are encouraged to take advantage of meals which are included in a conference/seminar registration packet, when available. Receipts are required to obtain reimbursement for the reasonable and necessary costs.
- d. Each Directors shall be responsible for turning in appropriate District related Expenses for the month, including receipts or other documentation, to the Board Secretary's office by the last business day of the month. It is to each Director's benefit, as well as that of the District, that all itemized expenses be turned in to the Board Secretary's office in a timely manner for proper accounting.

16.418.4 Non-Reimbursable Expenses. District funds must only be used for authorized business of the District. Expenses that are deemed unnecessary, unrelated or otherwise excessive, will not be reimbursed or paid. The following list is provided as a guideline of those expenses that will not be reimbursed:

- a. The personal portion of any trip;
- b. Family expenses, including companion expenses when accompanying the Director on District-related business, as well as children-related expenses;
- c. Political or charitable donations or events;

- d. Entertainment expenses, including theater, movies, sporting events, gym/spa fees, golf related expenses, or cultural events;
- e. Alcoholic beverages;
- f. Non-mileage personal automotive expenses including fuel, repairs, traffic citations, insurance, maintenance, taxes, and registration fees;
- g. Personal losses incurred while on District's business;
- h. Personal toiletry/sundry items, laundry or dry cleaning;
- i. Gratuities or tips exceeding twenty percent (20%);
- j. Expenses that are reimbursed by another agency or organization.

~~16.5~~18.5 Mileage. Whenever a Director uses his/her personal vehicle for transportation on District business or to/from District related functions, the District shall reimburse the Director the same rate per mile as approved by the Internal Revenue Service at the time the mileage is incurred. No mileage reimbursement shall be made for attending Board of Directors meetings or Committee meetings held at the District headquarters. ~~For Committee Meetings mileage is computed to and from the Director's main residence or place of employment, whichever is applicable for attendance at any District function.~~

~~16.6~~18.6 Insurance. In California, automobile insurance coverage follows the vehicle. Therefore, when a Director attends functions on behalf of the District in his/her personal vehicle, the Director's insurance is primary.

18.7 Monthly Submittal Of Expense Reports - Payment Requests. ~~For receiving compensation for attendance at or participating at appropriate meetings, a Board member shall submit to the District Board Secretary a payment request in the form of an expense report for the calendar month, at which time the Board will consider approval, including the President. A report of all expenses, including but not limited to, compensation requested pursuant to Article 300, to the Board Secretary no later than the last business day of the following month. Each submittal shall be signed by the Director. Adequate documentation of actual costs shall include an identification of the official duty, a detailed receipt from the vendor listing the items purchased, and proof that the expense was paid by the Director such as the credit card receipt or cancelled check. In cases where no detailed receipt has been provided a signed written explanation is required of what was purchased, including date, time, and location.~~ For receiving compensation for attendance at or participating at appropriate meetings or events, a Board member shall submit a payment request, with the assistance of the Board Secretary or designee, in the form of an expense report for the calendar month.

The expense reports shall document that expenses meet the policy reflected in this document for the expenditures of public resources. Board members shall submit their expense reports to the District's Board Secretary for the calendar month by

the last day of the month. All reports shall be accompanied by adequate documentation of actual costs and shall include an identification of the official duty, itemized receipts for ancillary expenses such as meals, parking, etc. Costs that normally would not have a receipt (i.e tips) should be documented on the expense report. In cases where no detailed receipt has been provided a signed written explanation is required of what was purchased, including date, time, and location. Inability to provide the required documentation in a timely fashion may result in the expense being borne by the board member.

All expense reports will be approved by the Director and then forwarded to the General Manager and Finance for review and processing to ensure that the report is accurate, complete, justified with proper documentation, and coded to the correct general ledger account. The President will review and approve all Board Members compensation and mileage reports, with exception of their report, and the Vice President will review the President's report.

Approval of Director expenses for the preceding month will be included on the next available Board meeting. All documents related to reimbursable District expenditures are public records subject to disclosure under the California Public Records Act.

16.718.8 Misuse Of Public Resources. Government Code section 53232.4 provides that the misuse or falsifying expense reports in violation of expense reporting policies, may include, but are not limited to, the following:

- a. The loss of reimbursement privileges.
- b. Restitution to the local agency.
- c. Civil penalties for misuse of public resources pursuant to Civil Code section 8314.

17.19. BENEFITS

17.19.1 Health Plan. All Directors are eligible to participate in the District's group health plan, along with their spouses and dependent children (as that term is defined in Government Code Section 53205.1 of the California Government Code, "Dependent Children"). If a Director chooses not to participate in the health plan he/she must notify the General Manager in writing of his or her election not to participate.

- a. The District's health plan is administered by the Association of California Water Agencies.
- b. The District shall pay one hundred percent (100%) of the premium for the Director, spouse and Dependent Children.

17.219.2 Benefits After Retirement Or Death. A retired Director and spouse, or the spouse of a deceased Director or retiree may continue his/her medical, dental, life and vision insurance at the District's expense on the basis of the following:

The Director is a minimum of fifty (50) years of age with a minimum of twelve (12) years of total service and was elected prior to January 1, 1995. If the spouse of a deceased Director, or retiree, remarries and becomes eligible for health benefits under his/her spouse's health plan, all District benefits shall be terminated.

17.319.3 Vision Care Plan. Coverage is mandatory for all Directors, their spouse and Dependent Children.

- a. The Vision Service Plan is administered by the Association of California Water Agencies.
- b. The District shall pay one hundred percent (100%) of the premium including Director, spouse and Dependent Children.

17.419.4 Dental Plan. Coverage is mandatory for all Directors, their spouse and Dependent Children.

- a. The Delta Dental Plan is administered by the Association of California Water Agencies.
- b. The District shall pay one hundred percent (100%) of the premium for the Director, spouse, and Dependent Children.

17.519.5 Retirement Plan. Only the Directors elected or appointed prior to July 1, 1994 are eligible to participate in the District's retirement plan.

- a. The retirement plan is administered by the California Public Employees Retirement System.
- b. The District shall pay all costs, which include the District's and the eligible Director's share.

17.619.6 Life And Disability Plans. All Directors are eligible to participate in the District's standard dependent life insurance, standard insurance long term disability plan and employee assistance program (collectively, "Life and Disability Plans"), along with their spouses and dependent children. If a Director chooses not to participate in the District's Life and Disability Plans he/she must notify the General Manager in writing of his or her election not to participate. Unless a Director chooses not to participate in the District's Life and Disability Plans, the District shall pay 100% of the premium for such Life and Disability Plans for the Director, his/her spouse and his/her dependent children.

17.719.7 Deferred Compensation. A Deferred Compensation Plan is available to Directors that elect to participate . The District offers one service provider. ~~two service providers to select from~~. Director contributions are strictly voluntary with no District match.

17.819.8 Flexible Spending Account. A Flexible Spending Account is available to Directors that wish to contribute to a medical reimbursement account and/or dependent care reimbursement account to pay for unreimbursed medical and/or dependent care expenses with pre-tax dollars. This is strictly voluntary with no

District match.

18.20. CODE OF ETHICS

18.120.1 Ethics Training. Pursuant to Government Code Sections 53234, et ~~al~~seq., ~~of the State of California~~ each Director shall attend at least two (2) hours of ethics training every two (2) years at the expense of the District. Such ethics training must be approved or authorized by the California Attorney General's Office and the Fair Political Practices Commission. Written proof of such ethics training must be filed by each Director with the District and the District shall retain records of such ethics training for at least five (5) years after the Director receives such training. Any newly elected Director shall receive their initial training required by subdivision (a) of Section 53235 within six (6) months ~~30 days~~ of taking office.

20.2 Ethics Policy. Each January, following a regular election cycle, the Board of Directors will approve an Ethics Policy presented by the Human Resources Department. The policy will support the issues covered by the ethics training required in Section 206, as well as any other issues specific to the District.

~~18.2~~

~~**18.3 Other Training.** Each January following an election year, Directors are required to attend Sexual Harassment Training approved and/or administered by the Human Resources Department. Any newly elected Director shall receive their initial training required by AB 1661, Chapter 816 within the first six month of taking office.~~

20.3 Fiscal and Financial Training. Pursuant to Government Code Section 53238 et seq., each Director who is in office as of January 1, 2026 shall receive at least two (2) hours of fiscal and financial training before January 1, 2028. Each Director who joins the Board on or after January 1, 2026 shall receive the fiscal and financial training no later than 6 months from the first day of service. Thereafter, each Director shall receive the training at least once every two (2) years. These courses shall be developed in consultation with experts in local government finance. Written proof of such training must be filed by each Director with the District and the District shall retain records of such ethics training for at least five (5) years after the Director receives such training.

20.4 Ralph M. Brown Act In addition, all Directors shall receive training within 30 days of taking office and every two years thereafter on public meeting laws called The Ralph M. Brown Act, more commonly known as the "Brown Act,". This is California's "sunshine" law for local government and is found in California Government Code Section 54950. Written proof of Brown Act training must be filed by each Director with the District and the District shall retain records of training for at least five (5) years after the Director receives such training.

18.420.5 Prevention Of Sexual Harassment

The District is committed to creating and maintaining a work environment free of objectionable and disrespectful conduct and/or communication of a sexual nature and

prohibits sexual harassment by all employees and the Board of Directors.

Conduct which creates an intimidating, hostile or offensive work environment will not be tolerated. Verbal behavior, physical behavior, gestures and other non-verbal behavior which create said environment will not be tolerated.

~~To meet the requirements established by AB 1825, 2053 & 1661, each local official (Board Member) shall receive at least two hours of prevention of sexual harassment training and education within the first six months of taking office and every two years thereafter.~~

18.520.6 Sexual Harassment Prevention Training

~~To meet the requirements established by AB 1825, 2053 and~~ AB 1661, ~~requires~~ elected or appointed officials who are compensated for their service or reimbursed for their expenses are required to receive at least two hours of sexual harassment prevention training and education within the first six months of taking office or commencing employment, and every two years thereafter.

The training must include information and practical guidance regarding the federal and state statutory provisions concerning the prohibition against, and the prevention and correction of, sexual harassment and the remedies available to victims of sexual harassment in employment.

18.620.7 Workplace Violence Prevention Training

SB 553 requires employers to take steps to prevent and respond to workplace violence. SB 553 requires employers to adopt a comprehensive workplace prevention plan, assess and resolve workplace violence hazards, train all employees, and implement investigation and recordkeeping process.

18.720.8 Non-Discrimination

The District shall not unlawfully discriminate against qualified employees or job applicants on the basis of sex, race, color, religion, national origin, ancestry, marital status, sexual orientation, physical or mental disability, age or war veteran status. Equal opportunity shall be provided to all qualified employees and applicants in every aspect of personnel policy and practice. The District shall not discriminate against physically or mentally disabled persons who, with reasonable accommodation, can perform the essential function of the job in question. All employees are expected to carry out their responsibilities in a manner that is free from discriminatory statements or conduct.

18.820.9 Whistle Blower Protection

The General Manager's primary responsibility is to ensure District employees are in compliance with the District's Personnel Manual and do not engage in improper activities, as well as to investigate allegations of improper activities and take appropriate corrective and disciplinary action. The Board has a duty to ensure that the General Manager is operating the District in accordance with the law and policies approved by the Board. Board members will disclose to the General Manager any improper activities within their knowledge and will not interfere with the General Manager's responsibilities in

identifying, investigating and correcting improper activities unless the Board determines that the General manager is not properly carrying out these responsibilities. (California Water Code Sections 30575, 30580 and 30581).

- a. A Board member will not directly or indirectly use or attempt to use the authority or influence of his or her position for the purpose of intimidating, threatening, coercing, commanding or influencing any other person for the purpose of preventing such person from acting in good faith to report or otherwise bring to the attention of the General Manager or the Board any information that, if true, would constitute: a work-related violation by a Board member or District employee of any law or regulation, gross waste of District funds, gross abuse of authority, a specified and substantial danger to public health or safety due to an act or omission of a District official or employee, use of a District office or position or of District resources for personal gain, or a conflict of interest of a District Board member or designated employee.
- b. Board members will not use or threaten to use any official authority or influence to effect any action as a reprisal against a District Board member or District employee who reports or otherwise brings to the attention of the General Manager any information regarding the subjects described in this section. (California Labor Code Section 1102.5 and following; California Government code Sections 53298 and 53298.5).
- c. Any person who believes that he or she has been subjected to any action prohibited by this Section is encouraged to file a confidential complaint with (1) General Manager, or (2) a member of the Board if the complaint involves the conduct of the General Manager. The person receiving the report will refer the matter to the full Board to investigate. Upon the conclusion of the investigation, the scope of which will be governed by the individual circumstances of each complaint, the General Manager (or the

Board in the case of a complaint against the General Manager) will take appropriate action consistent with the District's Personnel Manual and applicable law.

18.920.10 Reasonable Accommodation-Americans With Disabilities Act

Pursuant to the Americans with Disabilities Act, employers have a duty to reasonably accommodate employees and job applicants with known disabilities. This accommodation is not required for individuals who are not otherwise qualified for the job nor is accommodation generally required until the person with the disability requests it. The following optional regulation includes procedures recommended by the Equal Employment Opportunity Commission for use when determining what accommodation to make.

Requests for reasonable accommodation should be directed to Human Resources.

19.21. ENFORCEMENT

Any actual or perceived violation of District policies, including the Code of Conduct, by a Board member should be referred to the President of the Board or the full Board of Directors for investigation, and consideration of any appropriate action warranted. Any action or perceived violation of District policies, by the President shall be referred to the full Board of Directors. A violation of this policy may be addressed by the use of such remedies as are available by law to the District, including but not limited to:

- a. Reassignment of committee positions;
- b. Adoption of a resolution expressing disapproval of the conduct of the Board member who has violated this policy (i.e., censure);
- c. Injunctive relief;
- d. Referral of the violation to the District Attorney.

20.22. STATEMENT OF POLICY SUPREMACY

The Board of Directors Policy and Procedures Manual shall be amended by a vote of board only and not by any other policy adoption. In areas of dispute between The Board of Directors Policy and Procedures Manual and other policies or action, this manual and the policies contained herein shall take precedence over other policies. The District shall make every effort to revise any conflicting policies to align with this document.

RESOLUTION NO. 2026-14

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST VALLEY WATER DISTRICT ADOPTING THE REVISED BOARD POLICIES AND PROCEDURES MANUAL

WHEREAS, the West Valley Water District ("District") Board of Directors ("Board") previously adopted Ordinance No. 86 which sets forth certain policies and procedures related to Board activities and particularly in regard to compensation and reimbursement of Board members. Certain of those compensation-related policies are required to be adopted by way of an ordinance pursuant to Water Code Section 20200 et seq.; and

WHEREAS, on September 5, 2024, the Board took action, by Minute Order, to adopt an updated Board Policies and Procedures Manual ("2024 Manual") which references the compensation-related policies adopted by way of ordinance and also establishes a number of other policies regarding the activities of the Board and Board members; and

WHEREAS, the Board desires to adopt a revised version of the 2024 Manual (hereby referred to as the "2026 Manual") to include, among other things, revisions to the Schedules in order to: (a) amend Schedule "A" Outside Meetings; (b) remove Schedule "B" Standing Committee Meetings since it is no longer needed; (c) rename the current Schedule "C" to be Schedule "B" which will set forth the agencies, organizations and associations to which Board Members are assigned; and (d) rename Schedule "D" to be Schedule "C" which will set forth the Community Events eligible for Board member compensation and reimbursement.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE WEST VALLEY WATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Board hereby approves and adopts the 2026 Manual set forth in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 2. As of the effective date of this Resolution, the 2024 Manual shall be deemed to be superseded and of no further force or effect. Notwithstanding the foregoing, nothing in this Resolution or the 2026 Manual shall be deemed to supersede, change or otherwise impact the compensation-related policies in Ordinance No. 86 which are required by the Water Code to be adopted by ordinance. In the event of any changes to Ordinance No. 86 and/or any new ordinance which addresses policies required by the Water Code to be adopted by ordinance, said provisions shall be deemed to be automatically incorporated into the 2026 Manual. The General Manager, or designee, is hereby authorized to incorporate such changes into the 2026 Manual and said activities shall be deemed ministerial or administrative.

SECTION 3. This Resolution shall be effective as of the date of adoption.

SECTION 4. The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

SECTION 5. The General Manager, or his or her designee, is hereby authorized and directed to implement and administer the 2026 Manual, and to make non-substantive administrative, formatting, and clerical revisions as necessary, provided that any substantive amendments shall be subject to Board approval unless otherwise authorized by law or by Board direction.

SECTION 6. If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held invalid or unenforceable, such decision shall not affect the validity of the remaining portions of this Resolution.

PASSED, APPROVED AND ADOPTED, this 6th day of August, 2026.

BOARD OF DIRECTORS

KELVIN MOORE

President

Board of Directors West Valley Water
District

ATTEST:

BRANDON YOSHIDA

Board Secretary

CERTIFICATION

I, Brandon Yoshida, Board Secretary of the West Valley Water District, do hereby certify that the foregoing Resolution No. 2026-14 was duly adopted by the Board of Directors of the West Valley Water District at a regular meeting held on August 6, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

BRANDON YOSHIDA
Board Secretary

EXHIBIT “A”

BOARD POLICIES AND PROCEDURES MANUAL

Dated August 6, 2026



EXHIBIT A

Established as a public agency in 1952

BOARD OF DIRECTORS POLICIES AND PROCEDURES MANUAL

Approved 08/06/26



BOARD OF DIRECTORS POLICIES AND PROCEDURES MANUAL

BOARD OF DIRECTORS POLICIES AND PROCEDURES MANUAL

VERSION HISTORY

Version #	Revision Date	Approved By	Approval Date	Revisions Approved
1.0		Greg Young Kyle Crowther Clifford Young Michael Taylor Channing Hawkins	10/20/2020	Original adoption
2.0	10/06/2022	Channing Hawkins Greg Young Angela Garcia Dan Jenkins Kelvin Moore	10/06/2022	Revisions to Section 7.4 and 12.4 as approved by the Board at its 10/06/2022 meeting, plus spelling corrections and document format updates.
3.0	08/28/2024	Greg Young Dan Jenkins Kelvin Moore D4 seat - vacant Angela Garcia - abstained		Incorporation of compensation and decorum from previous Ordinance 86 and Resolution No. 2018-35, and added Strategic Plan, Mission, and Vision, incorporated government code, labor code, water code, and public employment retirement law.

4.0				Incorporating a policy for calling a Special Meeting, redefining Executive Committee to Officers Meeting with General Manager, updated Conferences and Training, Updated Schedules, Updated Travel Policy: Transportaion, Lodging, Meals.
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1. INTRODUCTION

1.1 Purpose Of Board Of Directors Policies And Procedures Manual

The purpose of the West Valley Water District (District) Board of Directors Policies and Procedures Manual is to describe the policies and procedures approved by the Board of Directors to be used in the conduct of Board business. The intent of these procedures is to:

- Provide for the fair and efficient consideration of board decisions;
- Provide for the protection of Board Members rights and privileges;
- To ensure that the public is informed of the matters coming before the Board;
- To ensure that the public has an opportunity to witness and comment upon the deliberations of the Board; and
- To encourage proper public involvement in the Board's decision making.

Each Director, upon assuming office, shall be given a copy of this Board Procedures Manual, and shall be asked to comply with the policies and procedures in this Board of Directors Policies and Procedures Manual.

2. STRATEGIC PLAN

The West Valley Water District Board has a Strategic Plan that was built in collaboration with the districts executive team. This plan will provide focus and direction for all the districts efforts moving forward.

2.1 Mission Statement

The West Valley Water District provides our community with high-quality and reliable water service in a cost-effective and sustainable manner.

2.2 Vision Statement

The West Valley Water District will be a model for innovation and sustainability, with a commitment to our growing communities and our employees.

2.3 Values

Innovation: West Valley Water District fosters innovation, creativity, and ingenuity as we constantly seek to strengthen our services, programs, and practices.

Regional Partner: West Valley Water District is a proactive leader and partner in regional collaboration projects and programs that improve our community and the water supply.

Preferred Workplace: West Valley Water District is a proactive leader and partner in regional collaboration projects and programs that improve our community and the water supply.

Public Trust & Integrity: West Valley Water District fosters a culture of openness, transparency, and accountability to our community and stakeholders. Sustainability West Valley Water District is committed to innovative solutions that support the long-term success of our organization.

3. AUTHORITY

The Board of Directors is the governing body of the District. The District operates under authority of Division 12 of the California Water Code for County Water District. The district is governed by an elected Board of Directors who has authority to manage and conduct the business and affairs of the district, including the authority to fix terms and conditions of employment (including compensation) of District employees.

Apart from his/her normal function as a member of the Board, a director has no individual authority. As single individuals, Directors may not commit the district to any policy, act, or expenditure.

The Board shall also appoint the General Manager, Board Secretary, and General Counsel.

4. BOARD/GENERAL MANAGER FORM OF GOVERNANCE

4.1 Board/General Manager Form of Governance

The District operates in a Board/General Manager form of governance. In a Board/General Manager form of special district leadership, the Board and the General Manager collaborate closely to ensure effective governance and management. The President, Board Members, and General Manager work as a team with a common purpose.

Board Members are elected by the rate payers within their respective District and sets policy direction. They represent rate payers and make value judgments on behalf of the community they serve.

The General Manager provides professional expertise to manage the organization. The General Manager implements the Board's policy direction through day-to-day management. This includes overseeing District departments, hiring department heads, and ensuring quality service delivery.

4.2 The Board's Relationship with the General Manager

The following are guidelines intended to help define the relationship between the Board and the General Manager:

- a. Board Members are encouraged to contact the General Manger about any subject related to the operations of the District. Similarly, the General Manger may discuss any District related issue with any member of the Board of Directors.

- b. Concerns regarding overall District operations or specific department issues or department heads are addressed with the General Manager.
- c. Critical information will be provided to all members of the Board by the General Manager, which may be verbal, written, or electronic in nature.
- d. The General Manager handles interdepartmental issues.
- e. The General Manager shall notify any requesting Board Member when he/she is out of the office for one or more normal consecutive work days. All Board Members will be notified when out of the office for two or more normal consecutive work days.

4.3 Request for Staff and Legal Resources

Individual Board Member requests for research by staff or legal counsel must be directed to the General Manager, or the District's legal counsel regarding legal matters. If, in the judgment of the General Manager, a significant amount of time will be required to complete the requested task/project, the item may be agendaized to solicit Board authorization to expend the additional time necessary on the proposed item. Staff responses to Board Member requests will be provided to the General Manager and distributed to all Board Members. Board Members may request direct legal advice from legal counsel for brief legal inquiries.

4.4 Handling of Legal Matters

The Board appoints the District's legal counsel to provide a wide range of professional legal services, assistance, and legal advice to the Board of Directors, General Manager and all District departments and offices.

- a. The following guidelines shall be employed by Board Members when dealing with legal and/or other confidential matters:
 - (i) All written materials and verbal information provided to Board Members on matters that are confidential and/or privileged under State law shall be kept in complete confidence to ensure that the District's position is not compromised. Closed session information should not be commented on in open session. No disclosure or mention of any information in these materials may be made to anyone other than Board Members, the General Manager or the District's legal counsel.
 - (ii) Confidential materials provided in preparation for and during Closed Sessions shall not be retained, and electronic copies must be deleted or documents returned to staff at the conclusion of the Closed Session.
 - (iii) Confidential materials provided to Board Members outside of Closed Sessions must be destroyed, deleted, or returned to staff within thirty (30) days of their receipt.

- (iv) Board Members may not request confidential written information from staff that has not been provided to all Board Members.

5. BROWN ACT COMPLIANCE: OPEN MEETING REQUIREMENTS

5.1 Ralph M Brown Act

The Legislature adopted the Brown Act, commonly referred to as California's "Open Meetings Laws" in 1964. The Brown Act is contained in Government Code § 54950.5 et seq. The Brown Act is broadly construed, and compliance is constitutionally mandated.

The Ralph M. Brown Act provides for three different types of meetings; Regular, Special and Emergency. Accordingly, the District shall satisfy the appropriate notice requirement for each type of meeting and indicate the type of meeting on the notice.

5.2 Compliance with the Brown Act

All meetings of the Board of Directors shall comply with the Brown Act.

- a. A member of the Board includes newly elected and appointed officials prior to assuming office.
- b. All Board meetings shall be open and freely accessible to the public, including those with disabilities.
- c. Meetings through the use of intermediaries, serial communications, or emails are prohibited.
- d. The Board shall only take action during a properly noticed meeting.

5.3 Committees

Standing Committees created by formal action of the Board shall comply with the Brown Act. Ad-Hoc committees do not need to conform to Brown Act noticing protocols.

6. PUBLIC INTERACTION

6.1 Customer Concerns and Complaints

- a. All customer concerns and inquiries should be referred to the General Manager.
- b. The Board will be informed of significant, politically sensitive, and/or urgent telephone or electronic communication inquiries. Staff will research the request as soon as possible and provide the General Manager with the appropriate follow-up and response. The General Manager will review the communication and dissemination to the Board.

- c. Copies of any written or electronic responses to customer concerns provided to a member of the Board shall be provided to the other members of the Board of Directors.
- d. Information that may expose the District to liability will be shared with the Board at a noticed, closed session meeting of the Board of Directors.

6.2 Representing an Official District Position

In order to ensure that they are properly representing their positions as elected officials of the West Valley Water District, Board Members should adhere to the following guidelines:

- a. Board Members may use their title only when conducting official District business, for information purposes, or as an indication of background and expertise.
- b. Once the Board of Directors has taken a position on an issue, all official District correspondence regarding that issue will reflect the Board's adopted position.
- c. In most instances, the Board will authorize the General Manager to send letters stating the District's official position to appropriate legislators.
- d. Meetings of outside agencies and organizations that are included on the District's list of Representative Assignments are to be attended by the designated Board Member and/or alternate. If the designated Board Member and/or alternate cannot attend an assigned meeting, a duly appointed substitute may attend on their behalf.
- e. Personal opinions and comments that may be contrary to adopted policy may be expressed only if the Board Member clarifies that these statements do not reflect the official position of the Board or the District.
- f. Board Members should exercise caution when utilizing the news media, social media or other forms of communications to specifically express views which are in opposition to adopted Board policy.

6.3 Public Input on the Agenda

- a. Agenda items noticed on the agenda for public hearing will follow procedures as outlined by the District's legal counsel.
- b. The Presiding Officer may elect to defer action on an item brought forward by the public until such time as staff can prepare an appropriate response.
- c. The Presiding Officer is responsible for maintaining an orderly progression of the business before the Board, and to the extent possible regulates the

amount and type of input from the public and from Members of the Board and staff.

- d. Generally, Board Members will not respond to public comments except for the Presiding Officer referring matters to the General Manager for follow-up. Board Members may, through the Presiding Officer, ask clarifying questions to ensure that staff provides an appropriate response. Occasionally, a prompt response may be offered by the Presiding Officer or the General Manager when an obvious answer or resolution is available. The Board will not enter into a debate or make decisions in response to public comments that are not on the agenda for consideration.

7. CONFLICT OF INTEREST

7.1 Conflict of Interest

In order to assure their independence and impartiality on behalf of the public good, state law prohibits Board Members from using their official positions to influence government decisions in which they have a financial interest or where they have an organizational responsibility or a personal relationship that would present a conflict of interest under applicable State law. In accordance with applicable State laws, the following provisions shall apply to all Board Member actions:

- a. A Board Member will not have a financial interest in a contract with the District or be a purchaser at a sale by the District or a vendor at a purchase made by the District, unless the Board Member's participation was authorized under Government Code sections 1091 or 1091.5, or other provisions of law.

A Board Member will not participate in the discussion, deliberation or vote on a matter before the Board of Directors, or in any way attempt to use his or her official position to influence a decision of the Board, if he or she has a prohibited interest with respect to the matter, as defined in the Political Reform Act, Government Code sections 81000, and following, relating to conflicts of interest. Generally, a Board Member has a financial interest in a matter if it is reasonably foreseeable that the Board decision would have a material financial effect (as defined by the Fair Political Practices Commission's ("FPPC") regulations) that is distinguishable from the effect on the public generally. Any potential conflict of interest question should be immediately addressed with the District's legal Counsel.

If a Board Member believes that he or she may be disqualified from participation in the discussion, deliberations or vote on a particular matter due to a conflict of interest, the following procedure will be followed:

- (i) If the Board Member becomes aware of the potential conflict of interest before the Board meeting at which the matter will be discussed or acted on, the Board Member will notify the District's

General Manager and the District's legal counsel of the potential conflict of interest, so that a determination can be made whether it is a disqualifying conflict of interest.

- (ii) If it is not possible for the Board Member to discuss the potential conflict with the General Manager and the District's legal counsel before the meeting, or if the Board Member does not become aware of the potential conflict until during the meeting, the Board Member will immediately disclose the potential conflict during the Board meeting, so that there can be a determination whether it is a disqualifying conflict of interest.
- (iii) Upon a determination that there is a disqualifying conflict of interest, the Board Member: (1) will not participate in the discussion, deliberation or vote on the matter for which a conflict of interest exists, which will be so noted in the Board minutes; and (2) leave the room until after the discussion, vote and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters (i.e., the consent calendar), in which case the Board Member will identify the nature of the conflict and not vote on the specified item on the consent calendar. If the item is agendaized for discussion and possible action, the Board Member may speak on his or her personal interests in the matter during the time that the public speaks on the issue but must leave the room during Board discussion and action on that item.

- b. A Board Member will not recommend the employment of a relative by the District. A Board Member will not recommend the employment of a relative to any person known by the Board Member to be bidding for or negotiating a contract with the District.

7.2 Disclosure of Economic Interest

- a. Directors who have a financial interest in a decision within the meaning of California Government Code § 87100 et seq. shall publicly identify in detail the economic interest that creates the conflict, recuse themselves from discussing and voting on the matter and leave the room until after the discussion, vote, and any other disposition of the matter is concluded.
- b. Identification shall occur following the announcement of the agenda item to be discussed or voted upon, but prior to commencement of either the discussion or vote.
- c. If the agenda item is to take place during a closed session, identification of the economic interest shall be made during the public meeting prior to the closed session but is limited to a declaration that the Director has a conflict

of interest. The economic interest that is the basis for the conflict need not be disclosed.

- d. Directors are not required to leave the room for an agenda item on the consent calendar provided that the Director recuses him/herself and publicly discloses the economic interest as described above.
- e. Notwithstanding this section, when the conflict is a personal interest as defined by applicable Fair Political Practices Commission regulations, a director may speak as a member of the general public during the time that the general public speaks on the issue, provided the Director has complied with the provision of this section regarding identification of the conflict, recuses his/herself from voting on the matter and, leaves the Board conference table to speak from the same area as the members of the general public. Directors disqualified pursuant to this section shall not be counted toward achieving a quorum while the item is being discussed.

7.3 Soliciting Political Contributions

Board Members are prohibited from soliciting political funds or contributions at District facilities or from District employees. A Board Member will not accept, solicit or direct a political contribution from:

- a. Vendors or consultants who have a material financial interest in a contract or other matter while that contract or other matter is pending before the District.

A Director will not use the District's seal, trademark, stationery or other indicia of the District's identity, or facsimile thereof, in any solicitation for political contributions contrary to State or Federal law. (California Government Code Sections 3204 and 3205).

8. BOARD MEETING ACTIONS AND DECISIONS

8.1 A Quorum

Action can only be taken by the three-vote majority of the five-member Board of Directors representing a quorum for the conduct of business. Until a quorum is present, there can be no meeting of the Board of Directors. The presence of a minimum of three Board Members is required to constitute a quorum of the five-member Board of Directors. No ordinance, resolution or motion shall be passed by the Board of Directors without a majority vote of the Board. County Water District Boards cannot pass anything without at least 3 votes in favor. So, if the quorum is three people, then all have to agree to pass anything. "No ordinance, resolution, or motion shall be passes or become without the affirmative votes of at least a majority of the members of the board" Cal. Water Code §30525. A member abstaining in a vote is considered as absent for that vote. A member abstaining due to a conflict of interest does not count towards a quorum.

- Example. If three of five Directors are present at a meeting, a quorum exists and business can be conducted unless the abstention is due to a conflict of interest. However, if one Director abstains on a particular action and the other two cast “aye” votes, no action is taken because a “majority of the Board” did not vote in favor of the action.
- Example. If an action is proposed requiring a two-thirds vote and two Directors abstain, the proposed action cannot be approved because four of the five Directors would have to vote in favor of the action.
- Example. If a vacancy exists on the Board and a vote is taken to appoint an individual to fill said vacancy, three Directors must vote in favor of the appointment for it to be approved. If two of the four Directors present abstain, the appointment is not approved.

8.2 Board Direction

The Board may give directions that are not formal action. Such directions do not require formal procedural process. Such directions include the Board’s directives and instructions to the General Manager.

- a. The President shall determine, by consensus, a Board directive and shall state it for clarification. Should any two Directors challenge the statement of the President, a voice vote may be requested.
- b. A formal motion may be made to place a disputed directive on a future agenda for Board consideration, or to take some other action (such as refer the matter to the General Manager for review and recommendation, etc.).
- c. Informal action by the Board is still Board action and shall only occur regarding matters that appear on the agenda for the Board meeting during which said informal action is taken.
- d. Nothing in this policy prevents the Board from providing direction to the General Manager in response to public comments or under Board Member or General Manager comments, as allowed under the Brown Act. No vote or action shall be taken.

9. TYPE OF BOARD MEETINGS

- 9.1 **Regular Board Meetings.** The time and date of monthly regular meetings of the Board of Directors of West Valley Water District (“Board of Directors”) shall be set by ordinance. Business shall be conducted in accordance with Division 12 of the Water Code of the State of California and Section 54954 of the Government Code of the State of California and all other codes pertaining thereto, as well as any proceedings adopted by the Board of Directors not inconsistent therewith.
- 9.2 **Special Board Meetings.** Special meetings of the Board of Directors may be called by the presiding officer or a majority of the legislative body in accordance with Government Code Section 54956.

Special Board Meetings can be called for instances including but not limited to:

- a. Board Workshops
- b. Urgent business matters requiring Board action prior to the next Regular Board Meeting
- c. To discuss business matters per the request of a Board Member or a majority of the Board.

To call a Special Board Meeting pursuant to Section 9.2(a) and 9.2(b), if it is called by the Board President in conjunction with staff recommendation, the Board Secretary shall follow the procedure as outlined in Government Code Section 54956.

9.3 Policy for when a Board Member Requests to call for a Special Meeting pursuant to Section 9.2(c).

When a Board Member desires to call for a Special Board Meeting they shall give notice to the Board Secretary or designee in writing, and include the business matter to be transacted or discussed. The Board Secretary shall communicate to the General Manager and Board President regarding the Board Member request to call for a Special Board Meeting.

The Board Secretary or designee shall respond in writing to the Board Member who requested the Special Board Meeting that their request was received and inquire whether the matter needs to be discussed prior to the next Regular Board Meeting. The Board Member shall provide their response in writing.

- a. If the requesting Board Member responds that the matter can wait until the next Regular Board Meeting, the Board Secretary or designee shall contact the Board Member to inquire if they would like the item placed on the next Regular Board Meeting agenda on their behalf. The Board Secretary or designee shall proceed accordingly and notify the General Manager and Board President.
- b. If the requesting Board Member responds that the matter cannot wait until the next Regular Board Meeting, the Board Secretary or designee shall submit in writing an inquiry to all remaining Board Members, separately, to determine if there is a majority of the legislative body in agreement that the matter should be discussed prior to the next Regular Board Meeting.

The Board Members shall provide their response in writing.

- (i) If there is a majority of the legislative body in agreement with the need to discuss the matter prior to the next Regular Board Meeting, the Board Secretary or designee, in conjunction with the General Manager and Board President, shall proceed to schedule a Special Board Meeting, taking into consideration Board Member schedules and making every effort to be as inclusive as possible for Board Member participation in the

meeting, as well as required staff and legal counsel as needed.

(ii) If there is not a majority of the legislative body in agreement with the need to discuss the matter prior to the next Regular Board Meeting, the Board Secretary or designee shall notify the requestor, and inquire if they would like the item placed on the next Regular Board Meeting agenda on their behalf. The Board Secretary or designee shall proceed accordingly and notify the General Manager and Board President.

- c. At any time during this process, the Board President can decide to call for a Special Meeting per Government Code Section 54956.
- d. Nothing in this policy will be construed to discourage Board Members from requesting to call for a Special Board Meeting or adding items to Regular Board Meeting agendas as otherwise provided for under the applicable policies and procedures of the District.

9.4 Emergency Meetings. Emergency meetings of the Board of Directors may be called in accordance with Government Code Section 54956.5 of the State of California.

9.5 Standing Committee Meetings. To assist the Board of Directors in its deliberations for establishing policies of West Valley Water District (“District”), it is deemed beneficial to have standing committees of the Board of Directors made up of not more than two (2) members of the Board of Directors, and an alternate, Said committees shall develop recommendations to be considered by the Board of Directors for establishing policy by working independently or with staff. The committee shall appoint a chairperson at their first committee meeting following new committee appointments. If the committee cannot reach a decision on the appointment of a chairperson, the President of the Board will make the appointment.

9.6 Organizational Meeting. The Board of Directors shall hold a bi-annual organizational meeting at the first regular meeting in December, or the next available meeting, after certification of the election results, or as desired at any time by the majority of the Board.. At this meeting, the Board will elect a President and Vice President from among its members to serve for a term of two-years. Additionally, Standing Committee and Subcommittee assignments will be reviewed for possible changes.

9.7 Ad-Hoc Committee Meetings. Ad hoc Committees are temporary committees composed solely of less than a quorum of Board Members to advise the Board on matters of importance that are too in-depth for the full board. They are formed for a specific purpose, for a limited time, and disband once their task is complete. Their meetings are not subject to the Brown Act’s normal requirements. No published agenda or public meeting.

9.8 Outside Meetings. Members of the Board of Directors (singularly, “Director” and collectively, “Directors”) may attend outside meetings to educate and inform such Directors regarding issues affecting the District and the water industry and to make

others aware of the activities concerning the District. Periodically the Board President and/or the Board of Directors may ask a Director to represent the District at an outside meeting or perform another duty for the District. The term “Outside Meeting(s)” shall mean any meeting, activity, conference, seminar, workshop, facility tour and other like or similar events, including webinars and conference calls, except for the meetings listed above. Except as provided in Section 18.2.b., a Director may attend any Outside Meeting. However, the District shall compensate a Director for only those Outside Meetings approved in Section 18.2.b.

10. BOARD MEETING AGENDA

10.1 Regular Meetings

The General Manager, in cooperation with the Board President, shall prepare an agenda for each regular and special meeting of the Board of Directors in accordance with the Brown Act. Any Director may contact the General Manager, Board President, or Board Secretary to request an item to be placed on the agenda. Board Member items should be timely and be submitted prior to 5:00 PM on Tuesday, the week before the next board meeting.

10.2 Agenda Posting

Agendas for regular meetings shall be posted 72 hours in advance of the meeting and agendas for special meetings shall be posted 24 hours in advance of the meeting. The posting must occur in a place that is freely accessible to the public and on the District’s website. The agenda shall also be accessible in an open location by that date.

Posting of the agenda for all regular meetings of the Board of Directors, as defined within the meaning of the Ralph M. Brown Act, shall be in compliance with California Government Code § 54954.2. Posting of the agenda for all special meetings of the Board of Directors and/or other “legislative bodies”, as defined within the meaning of the Ralph M. Brown Act, shall be in compliance with California Government Code § 54956. Posting of the agendas for all “emergency meetings” of the Board of Directors, as defined within the meaning of the Ralph M. Brown Act shall be in compliance with California Government Code § 54956.5(b).

10.3 Agenda Packet

When distributing agenda packet and other materials to members of the Board of Directors, those materials should be provided to all members at the same time.

A copy of the agenda for each regular meeting of the Board of Directors shall be provided to each Board Member no later than the Friday of the week prior to of each regular meeting, together with copies of all applicable supporting documentation; minutes to be approved; staff reports; and other available documents pertinent to the meeting. Directors shall review agenda materials before each meeting. Individual Directors may confer directly with the General Manager to request additional information on the agenda items before or at the meeting.

11. BOARD MEETING CONDUCT

11.1 Attendance At Meetings

Members of the Board of Directors are expected to attend, all regular and special meetings of the Board unless there is good cause for absence. Good governance requires Board Members to be present and engaged, however circumstance sometimes arise that may prevent a Board Member from being present for a meeting.

Good cause for absence, including late arrivals or early departures, includes temporary illness, family illnesses, being outside the County or State, or other unavoidable circumstances of which the General Manager or Board Secretary is notified prior to the meeting. Good cause also includes Board authorized meeting absences such as attendance at a conference directly related to the functions and interests of the District or at the meeting of another public agency in order to participate in an official capacity.

A Board Member who will be absent for good cause shall notify the General Manager or Board Secretary prior to the meeting who shall then notify the President of the impending absence. Board Members shall make every effort to relay absences as far in advance as possible. In accordance with state law, “a Director who ceases to discharge the duties of his or her office for the period of three consecutive months”, shall have abandoned their seat and their seat will be considered vacant. Except when prevented by sickness, or when absent from the state with the permission required by law. (Gov. Code § 1770(g).).

11.2 Adoption Of Agenda

All Board meetings shall commence at the time stated on the agenda and shall be guided by same. The placement of an item on the agenda shall not be deemed a requirement that the items proceed in any particular order. The Board President, with concurrence of a majority of the Board, may alter the order in which agenda items shall be considered for discussion and/or action by the Board.

11.3 Rules Of Order

The Board of Director’s for West Valley Water District have adopted Rosenberg’s Rules of Order to govern the conduct the business of the Board. A simplified handout regarding Rosenberg’s Rules of Order are provided to each Board Member on the dais.

11.4 Closed Sessions

The Board of Directors’ meeting shall be open to the public, except when the Board is convened in Closed Session, as authorized under provisions of the Ralph M. Brown Act (California Government Code § 54950 et seq.).

The Board may conduct a closed session during a noticed meeting for certain matters, as identified on the agenda, where it is necessary to conduct business in private. Major reasons for permissible closed sessions, as authorized by the Brown Act, include real property transactions, labor negotiations, and pending/anticipated litigation. Except as required by law, all proceedings in Closed Sessions shall remain confidential.

11.5 Adjourned Meetings

A majority vote of the quorum of the Board of Directors may adjourn any Board meeting at any place in the agenda to a time and place specified in the order of adjournment, except that if no quorum is present or no Directors are present at any regular or adjourned regular meeting, the Board President or General Manager may declare the meeting adjourned to a stated time and place. Notice of the adjourned meeting shall be posted on or near the door of the meeting within 24 hours after the adjournment and the adjourned meeting shall be noticed in the same manner as a special meeting.

11.6 Decorum

The President shall take whatever actions are necessary and appropriate to preserve order and decorum during Board meetings, including public hearings. The President may eject any person or persons making personal, impertinent or slanderous remarks, refusing to abide by a request from the Presiding Officer, or otherwise disrupting the meeting or hearing.

The Presiding Officer of the Board or Committee, with assistance of any designated security personnel, shall be responsible for maintaining order of meetings. The Rules shall be enforced as follows:

The Presiding Officer has the authority to issue a warning to a person or member of the Board violating the Rules. If the person or member of the Board continues to violate the Rules and disrupt the meeting, the Presiding Officer may take whatever lawful action he or she deems necessary to maintain the order of the meeting.

- a. Directors shall at all times conduct themselves with courtesy to each other, to staff, and to members of the audience present at Board meetings.
- b. Directors shall defer to the presiding officer for conduct of meetings of the Board but shall be free to question and discuss items on the agenda. All comments should be brief and confined to the matter being discussed by the Board.
- c. Directors may request for inclusion into the meeting minutes brief comments pertinent to an agenda item (including, if desired, a position on abstention or dissenting vote).
- d. A member of the public addressing the Board or Committee shall only do so from the podium or designated table and all comments shall be addressed to the Board or Committee as a whole or to the Presiding Officer, and not to any single Board or Committee member, staff or member of the audience. No member of the public, or the Board, or a Committee shall engage in any conduct which disrupts the orderly conduct of any Board or Committee meeting. No member of the Board may yell at, threaten, interrupt or make personal attacks upon members of the public, other Board Members or District employees. Furthermore, no member of the Board may yell at, be rude, interrupt, threaten or make personal attacks against or at another member of the Board while the meeting is in session.

- e. No person in the audience at a Board or Committee meeting or a member of the Board from the dais shall engage in conduct that disrupts the orderly conduct of any Board or Committee meeting, including but not limited to, the utterance of loud, threatening, or abusive language, whistling, clapping, stamping of feet, repeated waiving of arms, or other disruptive acts.
- f. All persons attending Board or Committee meetings and all members of the Board shall obey reasonable orders or requests from the Presiding Officer within the authority of the Presiding Officer.
- g. No person shall interrupt Board or Committee members or the Secretary during a Board or Committee meeting. No member of the Board shall interrupt or talk over another member of the Board while that Board Member is exercising the right to address the subject matter within the subject matter jurisdiction of the District.

11.7 Enforcement of Decorum

- a. The President may declare a short recess during any meeting.
- b. Warning. The presiding officer shall request that a person or member of the Board who is breaching the rules of decorum be orderly and cease the breach of decorum. If, after receiving a warning from the presiding officer, a person or member of the Board persists in disturbing the meeting, the presiding officer may adjourn the meeting or make a formal record of the breach for further proceedings including, but not limited to, censure.
- c. Removal. Public. Any security personnel or law enforcement officer shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the Board meeting. Upon instruction of the presiding officer, it shall be the duty of the security personnel or law enforcement officer to remove from the Board meeting any member of the public who is disturbing the proceedings of the Board.

12. BOARD CENSURESHIP POLICY

In order to deter violations of law and violations of adopted District policies, the Board may take formal action against its members for such misconduct in the form of censure.

12.1 Censure Defined

Censure is a formal Resolution of the Board reprimanding one of its own members for specified conduct, generally a violation of law or of District policy. Censure carries no fine to the elected official. However, censure may include suspension of committee assignments and other restrictions. A censure is a punitive action that serves as a punishment for wrongdoing.

12.2 Procedure

A request for censure of a member of the Board may be submitted to the Board Secretary by any member of the Board. The request shall contain the specific charges on which the

proposed censure is based. The request for censure shall be considered by an Ad-Hoc Committee appointed by the President of the Board. The Ad-Hoc Committee shall not include the member making the request or the member who is the subject of the request. If the President is either the subject of the request or the member making the request, the Vice President will appoint the Ad-Hoc Committee. If both the President and the Vice President are conflicted, then the most tenured, non-conflicted Board Member, will appoint the Ad-Hoc Committee.

The District Secretary shall deliver a copy of the request for censure and the charges to each member of the Board at least 72 hours prior to the first meeting of the Ad-Hoc Committee at which the request will be first considered. The Ad-Hoc Committee shall permit testimony from both the member making the request and the member subject to the request and shall determine whether: (a) further investigation of the charges is required in order to determine if a censure hearing is warranted; or (b) the matter is to be set for censure hearing; or (c) no further action should be taken with respect to the request. The Ad-Hoc Committee shall present its recommendations to the Board for its consideration and action as provided below.

If the Ad-Hoc Committee determines no further action should be taken with respect to the request, the Ad-Hoc Committee shall report that to the Board at its earliest opportunity. If the Ad-Hoc Committee determines that further investigation is required the Ad-Hoc or its designee shall conduct an investigation, arrive at its recommendation, and report its conclusions, findings and a summary of its proceedings to the Board at its earliest opportunity. If the Ad-Hoc Committee does not report its recommendations and findings to the Board within 30 days of the initial hearing of the Ad-Hoc Committee and receipt of the request for censure, the matter shall automatically be sent to the Board for its consideration.

Upon receipt of the report of the Ad-Hoc Committee, or the expiration of the time for the Ad-Hoc Committee to report, the Board shall place the matter on its agenda to determine whether or not a censure hearing is warranted. If the Board decides to set the matter for a censure hearing, it shall schedule it no sooner than two weeks after its determination to hear the matter. It may not schedule the matter during any previously scheduled excused absence of the subject Board Member. Written notice of the hearing shall be delivered in person to the member of the Board subject to the censure hearing or to a reliable address where the member receives regular First-Class Mail at least ten (10) days in advance of the scheduled hearing.

At the censure hearing, the member of the Board who is the subject of the request for censure shall be given the opportunity to make an opening and closing statement, to call witnesses on his or her behalf and to question his or her accusers. The questioning or cross-questioning of any witness may be reasonably limited by the person presiding the hearing.

Testimony shall be taken only from witnesses having direct knowledge of facts or circumstances relevant to the specific charges under consideration. However, the rules of evidence and judicial procedure in courts of law shall not be applicable to this hearing, and the procedures shall be generally informal.

A Board decision to censure requires the adoption of a Resolution making findings, based on evidence that the member has engaged in conduct that constitutes a violation of law or a violation of an adopted Board policy, ordinance or regulation. The Resolution must be affirmed by at least three affirmative votes of the Board. The accused Board member shall not participate in the District Board's deliberations after the public hearing is closed or in any vote by the District Board on the proposed censure.

13. MINUTES OF BOARD AND COMMITTEE MEETINGS

The Secretary of the Board of Directors shall keep minutes of all regular, special, and committee meetings of the Board.

- a. Copies of a meeting's minutes shall be distributed to Directors as part of the information packet for the next regular meeting of the Board or committee meeting, at which time the Board will consider approving the minutes as presented or with modifications. Once approved by the Board, the official minutes shall be scanned and made available for public review.
- b. Unless directed otherwise, an electronic recording of regular and special meetings of the Board of Directors will be made. Members of the public may inspect recordings of Board meetings through the District's website or by submitting a request to the Board Secretary.
- c. Motions, resolutions or ordinances shall be recorded in the minutes as having passed or failed. The motion makers, and individual votes will be recorded. A unanimous vote shall be recorded as a vote in favor by each member.
- d. All resolutions and ordinances adopted by the Board shall be numbered consecutively, starting new at the beginning of each calendar year.
- e. In addition to other information that the Board may deem to be of importance, meeting minutes shall be drafted and formatted as outlined in Board's adopted rules of order.

14. COMMITTEES OF THE BOARD RULES AND CONDUCT

14.1 Purpose And Scope

Assignment to a Standing Committees shall be made a majority vote of the Board.

A committee of the Board of Directors may qualify as a "legislative body" as that term or its successor terms are defined within the meaning of the Ralph M. Brown Act (California Government Code § 54950 et seq.). All meetings of subsidiary bodies and/or committees of the Board of Directors, which are defined as a "legislative body", as that term or its successor terms are defined in the Ralph M. Brown Act, shall be open to the public, except when convened in Closed Session, as authorized under provisions of the Ralph M. Brown Act.

Unless authority to perform a duty is expressly delegated by the Board of Directors to a

committee, committee motions and recommendations shall be advisory to the Board of Directors and shall not commit the district to any policy, act or expenditure. Nor may any committee direct staff to perform specific duties unless duly authorized by the Board of Directors.

14.2 Standing Committees

Safety & Technology Committee: The Safety & Technology Committee is responsible for reviewing and approving the District's technology planning and strategy, reviewing significant technology investments and expenditures, and monitoring and evaluating existing and future trends in technology that may affect the District's strategic plans. The committee promotes collaboration and communication amongst

Human Resources Committee: The Human Resources Committee ensures that the organization follows local, state, and federal laws and best practices while implementing value-based systems and policies. It monitors practices to treat all employees equally and fairly, creating an attractive work environment for both current and prospective employees. Allows for a forum of detailed discussion, examination, and review of the District's needs and practices in the selection, evaluation, compensation, development and retention of staff.

Policy Review and Oversight Committee: The Policy Review and Oversight Committee is responsible for overseeing the development and maintenance of District-wide policies and procedures. Its purpose is to review all district policies regularly, ensure that the organization operates legally and ethically by creating and updating policies that guide the organization's actions, provide ethical oversight, ensure legal compliance and consistency, and seek best practices.

Finance Committee: The Finance Committee is responsible for providing financial oversight to the District by developing an annual and/or multi-year Operating and Capital Improvement budgets, setting long-term financial goals, monitoring adherence to the budget and achievement of financial goals, rate setting, investment and reserves management, assuring internal controls are operating as intended, overseeing financial dealings, purchasing, warehousing, and fund expenditures.

Engineering, Operations, and Planning Committee: Engineering, Operations, and Planning Committee makes business decisions and provides oversight for the construction, operation, maintenance and rehabilitation of the necessary works for the production, storage, transmission, and distribution of water. The Committee also oversees the long and short-term planning of resilient and sustainable water supplies.

External Affairs: External Affairs Committee is responsible for the oversight and implementation of strategies to set and advance the District's legislative platform, community engagement, public and media relations, and legislative affairs.

14.3 Ad-Hoc Committee

The purpose of an Ad-Hoc Advisory Committee and the time allowed to accomplish that purpose shall be outlined at the time of appointment. Appointments to Ad-Hoc Committees

are made at the discretions of the President or the Board. A temporary advisory committee shall be considered dissolved when its purpose has been accomplished or when the timeframe for its existence has expired, whichever occurs first. Any recommendations from committees shall be submitted to the Board via a written or oral report.

- a. An ad-hoc committee shall be comprised solely of members of the Board and shall consist of less than a majority of Board Members.
- b. An ad-hoc committee may make recommendations to the Board. The Board may not delegate any decision-making power to a temporary advisory committee.
- c. An ad-hoc committee shall meet on an as needed basis and shall not have a meeting schedule fixed by charter, ordinance, resolution, or formal action of the Board.

15. SELECTION OF THE PRESIDENT AND VICE-PRESIDENT

The members of the Board shall elect its President and Vice President from among the members of the Board for a term of two years. A Bi-Annual Organizational Meeting shall be held per section 9.6.

The Board may have an election of Officers at any time they so choose.

16. DUTIES OF THE BOARD PRESIDENT AND VICE PRESIDENT

16.1 Presiding Officer

The President of the Board of Directors shall serve as the presiding officer at all Board meetings. In the absence, disability or resignation of the President, the Vice President of the Board of Directors shall serve as the presiding officer over all meetings of the Board. When the President disqualifies himself/herself from participating in an agenda item, the Vice-President shall perform the duties of the presiding officer. If the President and Vice President of the Board are both absent or disabled, the remaining members present shall select one of themselves to act as temporary presiding officer of the meeting.

The presiding officer shall have the same rights as the other members of the Board in voting, introducing motions, resolutions and ordinances, and any discussion of questions that follow said actions. The presiding officer may move, second, debate, and vote from the chair.

16.2 Duties Regarding Meetings

The President shall preside over and conduct all meetings of the Board of Directors, shall carry out the resolution and orders of the Board of Directors, and shall exercise such other powers and perform such other duties as the Board of Directors shall prescribe including, acting as presiding officer at Board Meetings in Board's adopted rules of order. Restrict discussion to the question when a motion is before the Board.

16.3 Responsibilities

Responsibilities of the President, and Vice President in the absence of the President, include but are not limited to, the following:

- a. Sign all instruments, act, and carry out stated requirements and the will of the Board;
- b. Call such meetings of the Board as he/she may deem necessary, giving notice as prescribed by law;
- c. Coordinate the preparation of meeting agendas with the General Manager;
- d. Confer with the General Manager and Vice President on crucial matters which may occur between Board of Directors meetings;
- e. Be responsible for the orderly conduct of all Board meetings;
- f. Be the lead spokesperson for the Board or appoint a designee; and
- g. Perform other duties as authorized by the Board.

16.4 Officers Meeting with General Manager

- a. The officers (President and Vice President) shall meet with the General Manager at least twice a month and as otherwise needed to receive operational updates and review upcoming agendas.
- b. The officers shall provide feedback to the General Manager during these meetings, as requested.
- c. The officers have no authority to issue binding directions to the General Manager.
- d. The time, place, and method of these meetings shall be determined at the officers' discretion

17. DIRECTOR EDUCATION AND CONFERENCES

17.1 Overview

Members of the Board of Directors are encouraged to attend educational conferences, seminars, trainings, and professional meetings which benefit the District. There is no limit as to the number of Directors attending a particular activity when it is apparent that attendance is beneficial to the District, as long as a majority of the Board Members do not discuss issues related to the District's business, which is a violation of the Brown Act. Any educational conferences, seminars, trainings, and professional meetings outside of those

listed on Schedule “A” will require Board approval.

There are no individual budgets limits for Board Meetings and Events listed on Schedules “A”, “B”, and “C”. For events outside of Schedule “A”, “B”, and “C”, each Board Member shall have a \$5,000 budget limit. Finance will track expenditures and advise the Board on ongoing budget status.

18. BOARD MEMBERS RIGHTS AND PRIVILEGE

18.1 Rights And Privileges

The Board of Directors are comprised of five directors elected by separate divisions and each constitute one-fifth of the board. No one directors’ voice is greater than another and to ensure that every director is treated equally, the following rights and privileges shall not be infringed upon.

- a. Every director has a right to pull any item from the consent calendar to be considered as a business item without need of a second nor a vote of the board as a whole.
- b. Every director has a right to be heard and involved in the discussion of an item. Discussion and debate are an important function of public transparency; therefore, the President shall make every effort to allow every Board Member to participate in the discussion of an item in order to foster a productive debate on the issue under consideration.
- c. Every director has a right to hear the staff report on a business item before motions or discussion shall be considered.
- d. Every director has a right to ask technical questions on a business item before motions or discussion shall be considered.
- e. Every director has a right to make a substitute motion, which must be recognized by the President, and if properly seconded must be taken up immediately.
- f. Every director has a right to be made aware of any or all public records requests being made of the District if they wish.
- g. For District press releases the following process will be followed: The Government & Legislative Affairs Manager (Manager) will prepare press release with approval of the General Manager. Draft will be sent to the President or Vice President in the absence of the President, for review and approval within twenty-four (24) hours prior to issuance. If a Board Member is quoted or mentioned, a draft will be sent for their review & approval of quote or mention prior to posting & release. Once approvals are received, Manager posts on website and sends press release to media contacts. Press release notification will be sent to all Directors the same day. All press releases are to be included in monthly Directors report.

- h. Every director has a right to review director fees and reimbursements and the District shall provide monthly reports of all director's fees and reimbursements to each director.
- i. Every director has a right to be made aware of any direction or decisions given by the President, Vice President or collectively as the Officers of the Board that occurs between meetings of the full board.
- j. Every director has a right to be aware of requests for information from any local, state, or federal law enforcement or judicial agency made of the District.
- k. Every director has a right to be made aware of investigative reports and request for information from local, state, or federal regulatory or oversight agencies.
- l. Every director has a right to be made aware of all professional services contracts exercised under the General Manager's authority.
- m. Every director has a right to request additional information from staff on an agenda item. The information shall be made available to the other boards members as well.
- n. Every director has a right to be made aware of serious complaints received from District ratepayers regarding water quality and customer service.
- o. Every director has a right to be made aware of major water leaks or line breaks that occur in their respective division.

18.2 Compensation

Each Director shall be compensated for attending District related meetings and functions as follows:

- a. **Compensation For Meetings.** Each Director is compensated for attending an adjourned, regular, , special or emergency meeting of the Board of Directors, a standing or ad-hoc committee meeting, or an organizational meeting. Compensation shall be in accordance with Ordinance No. 86.

Section 20202 of Division 10 of the California Water Code states:

“In any ordinance adopted pursuant to this chapter to increase the amount of compensation which may be received by members of the governing board of a water district above the amount of one hundred dollars (\$100.00) per day, the increase may not exceed an amount equal to 5 percent, for each calendar year following the operative date of the last adjustment, of the compensation which is received when the ordinance is adopted.

No ordinance adopted pursuant to this chapter shall authorize compensation for more than a total of ten (10) days in any calendar month.” As per Section 20202 of Division 10 of the California Water Code, meeting

compensation is set per day. Therefore, regardless of the number of meetings attended on a given day, total daily compensation is limited to the amount specified in Ordinance No. 86. The compensation to the governing board of the West Valley Water District shall automatically increase by 5 percent each calendar year on October 15th.

The Board of Directors assigns the Board President or his designee to monitor, review, deny or recommend approval to the Board of Directors, all compensation requests by Directors according to the following criteria:

Each Director may be compensated for attending meetings, as defined in Schedule “A”, Schedule “B”, and Schedule “C” and other meetings approved by the Board of Directors.

Each Director may be compensated for attending meetings with the General Manager or designee to discuss matters related to the functions and operations of the District. Directors are encouraged to use discretion when requesting compensation for such meetings.

In addition to daily compensation, each Director may incur or be reimbursed for travel expenses up to but not in excess of actual expenses per fiscal year.

Director fee reports are to be submitted on the first business day of each month for the prior month’s activity. Approvals are to be obtained prior to payroll processing. Any approvals not obtained prior to the submission to the Finance Department are to be ratified by remaining approvers. Any adjustments resulting in a reduction of qualifying meetings would result in a reduction of pay as an adjustment in the following month’s payroll submission.

- b. **Outside Meetings and Events.** Directors shall be compensated for Outside Meetings as follows:
- (i) Attached hereto as Schedule “A” is a list of pre-approved Outside Meetings and Events hosted by the organization listed that any Director may attend including all meetings, events, functions, seminars, trainings, and conferences.
 - (ii) Attached hereto as Schedule “B” is a list of Regional Board Assignments of the Board of Directors
 - (iii) Attached hereto as Schedule “C” is a list of Community Events in which any Director may attend.
 - (iv) Directors shall not represent the Board of Directors at any functions of organizations not listed on Schedule “A”, “B”, “C”, without the prior approval of the President. Directors should make a good faith effort to receive prior approval.

- (v) In the event a Director attends an Outside Meeting pursuant to subsections (i), (ii), or (iii), above, the Director shall be compensated as per the current compensation rate. In addition the Director may be compensated for a reasonable travel time to and from authorized Outside Meetings, a Director may be compensated for up to one (1) day of travel, the day before all Meetings are to occur and up to one (1) day after the Meeting is concluded, provided that the Meeting is greater than sixty (60) miles from the District's headquarters.
 - (vi) If a Director wishes to attend an Outside Meeting or Conference not listed on Schedule "A", "B", or "C", the Director must receive prior approval from the full Board. The Director shall provide details of the meeting including the dates, agenda, estimated costs, and how attendance will benefit the District and place the request on the next regular meeting agenda as a business item for consideration.
 - (vii) A Director shall be able to attend meetings with staff, consultants, elected officials from other Districts, or local community events or function and claim it as an "Outside Meeting" as long as they work with Board Secretary on providing an agenda and topic of discussion or flyer for transparency documentation. A meeting claimed under this section follows the same approval and reporting out requirements as in Section 18.2.b.(vi).
- c. Board of Directors will be reimbursed for any expenses incurred during the course of conducting District business with other elected officials, District employees and consultants.

**SCHEDULE “A”
OUTSIDE MEETINGS**

ORGANIZATION

**DESIGNATED
REPRESENTATIVE**

American Water Works Association	Any Board Member
Association of California Water Agencies	Any Board Member
Association of San Bernardino County Special Districts	Any Board Member
Building Industry Association	Any Board Member
California Municipal Utilities Agency	Any Board Member
California Special Districts Association	Any Board Member
Groundwater Resources Association	Any Board Member
Inland Empire Utilities Agency/Metropolitan Water District	Any Board Member
San Bernardino Valley Municipal Water District	Any Board Member
Southern California Water Coalition	Any Board Member
Urban Water Institute	Any Board Member
Water Education Foundation	Any Board Member
Water Education for Latino Leaders	Any Board Member

**SCHEDULE “B”
BOARD ASSIGNMENTS**

ACWA/JPIA
Bloomington Municipal Advisory Committee (MAC)
San Bernardino Valley Municipal Water District
Rialto Basin Groundwater Council
IEWorks

**SCHEDULE “C”
COMMUNITY EVENTS**

City of Colton Events
City of Fontana Events
City of Rialto Events
County of San Bernardino Events
Fontana Chamber of Commerce Events
Rialto Chamber of Commerce Events
Community Events within the District’s Sphere of Influence

- 18.3 Lodging, Meals, And Other Expenses.** The District shall reimburse each Director for itemized expenses while conducting District business, including, but not limited to, payment of registration fees for conferences, workshops, seminars, lodging, meals, and other related expenses while attending or traveling to/from District related functions.

The following restrictions shall apply to District paid expenses:

- a. **Transportation:** District paid air travel shall be by coach class at the most economical and reasonable fare available based on the itinerary of the Director and efficiency of travel. A Director may elect to voluntarily stay longer than necessary to discharge his or her duties as long as there is no additional expense to the District. If additional costs are incurred, the Director will reimburse the District.

Rental vehicles may be reimbursed to attend an authorized Outside meeting when it is determined that renting a vehicle is reasonable, necessary, and more economical than other forms of transportation. In the event a Director is required to rent a vehicle to attend an authorized Outside Meeting, the District shall reimburse the Director for the cost of such rental vehicle, provided that the cost shall not exceed the cost of a full-sized vehicle, regularly charged by such rental company for same day rentals. Any contractual agreements between the District and car rental agencies shall be considered first for booking of rental vehicles.

- b. **Lodging:** Lodging expenses will be reimbursed or paid for when travel on District business requires an overnight stay. Whenever appropriate, lodging and meals will be prepaid by the District or paid for by District staff. Lodging shall be obtained at the most economical rate available for good quality lodging. If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. If group rates are not available, travelers must request government rates when available. In the event that group rates or government rates are not available, amounts exceeding the group and/or government rates for the destination are to be substantiated in a memorandum accompanying the expense report. Lodging rates that are equal to or less than group or government rates are presumed to be reasonable and hence reimbursable.

When Directors bring guest(s) they are responsible for all of their expenses including but not limited to travel, meals, and lodging.

- c. **Meals:** The District reimbursement rate for Board Member meals shall be the reasonable and necessary amount incurred, not to exceed \$140.00 per day. The District does not pay for or reimburse for alcoholic beverages. Board Members are encouraged to take advantage of meals which are included in a conference/seminar registration packet, when available. Receipts are required to obtain reimbursement for the reasonable and

necessary costs.

- d. Each Directors shall be responsible for turning in appropriate District related Expenses for the month, including receipts or other documentation, to the Board Secretary's office by the last business day of the month. It is to each Director's benefit, as well as that of the District, that all itemized expenses be turned in to the Board Secretary's office in a timely manner for proper accounting.

18.4 Non-Reimbursable Expenses. District funds must only be used for authorized business of the District. Expenses that are deemed unnecessary, unrelated or otherwise excessive, will not be reimbursed or paid. The following list is provided as a guideline of those expenses that will not be reimbursed:

- a. The personal portion of any trip;
- b. Family expenses, including companion expenses when accompanying the Director on District-related business, as well as children-related expenses;
- c. Political or charitable donations or events;
- d. Entertainment expenses, including theater, movies, sporting events, gym/spa fees, golf related expenses, or cultural events;
- e. Alcoholic beverages;
- f. Non-mileage personal automotive expenses including fuel, repairs, traffic citations, insurance, maintenance, taxes, and registration fees;
- g. Personal losses incurred while on District's business;
- h. Personal toiletry/sundry items, laundry or dry cleaning;
- i. Gratuities or tips exceeding twenty percent (20%);
- j. Expenses that are reimbursed by another agency or organization.

18.5 Mileage. Whenever a Director uses his/her personal vehicle for transportation on District business or to/from District related functions, the District shall reimburse the Director the same rate per mile as approved by the Internal Revenue Service at the time the mileage is incurred. No mileage reimbursement shall be made for attending Board of Directors meetings or Committee meetings held at the District headquarters.

18.6 Insurance. In California, automobile insurance coverage follows the vehicle. Therefore, when a Director attends functions on behalf of the District in his/her personal vehicle, the Director's insurance is primary.

18.7 Monthly Submittal Of Expense Reports - Payment Requests. For receiving compensation for attendance at or participating at appropriate meetings or events, a Board Member shall submit a payment request, with the assistance of the Board

Secretary or designee, in the form of an expense report for the calendar month.

The expense reports shall document that expenses meet the policy reflected in this document for the expenditures of public resources. Board Members shall submit their expense reports to the District's Board Secretary for the calendar month by the last day of the month. All reports shall be accompanied by adequate documentation of actual costs and shall include an identification of the official duty, itemized receipts for ancillary expenses such as meals, parking, etc. Costs that normally would not have a receipt (i.e tips) should be documented on the expense report. In cases where no detailed receipt has been provided a signed written explanation is required of what was purchased, including date, time, and location. Inability to provide the required documentation in a timely fashion may result in the expense being borne by the Board Member.

All expense reports will be approved by the Director and then forwarded to the General Manager and Finance for review and processing to ensure that the report is accurate, complete, justified with proper documentation, and coded to the correct general ledger account. The President will review and approve all Board Members compensation and mileage reports, with exception of their report, and the Vice President will review the President's report.

Approval of Director expenses for the preceding month will be included on the next available Board meeting. All documents related to reimbursable District expenditures are public records subject to disclosure under the California Public Records Act.

18.8 Misuse Of Public Resources. Government Code section 53232.4 provides that the misuse or falsifying expense reports in violation of expense reporting policies, may include, but are not limited to, the following:

- a. The loss of reimbursement privileges.
- b. Restitution to the local agency.
- c. Civil penalties for misuse of public resources pursuant to Civil Code section 8314.

19. BENEFITS

19.1 Health Plan. All Directors are eligible to participate in the District's group health plan, along with their spouses and dependent children (as that term is defined in Government Code Section 53205.1 of the California Government Code, "Dependent Children"). If a Director chooses not to participate in the health plan he/she must notify the General Manager in writing of his or her election not to participate.

- a. The District's health plan is administered by the Association of California Water Agencies.
- b. The District shall pay one hundred percent (100%) of the premium for the Director, spouse and Dependent Children.

- 19.2 Benefits After Retirement Or Death.** A retired Director and spouse, or the spouse of a deceased Director or retiree may continue his/her medical, dental, life and vision insurance at the District's expense on the basis of the following:

The Director is a minimum of fifty (50) years of age with a minimum of twelve (12) years of total service and was elected prior to January 1, 1995. If the spouse of a deceased Director, or retiree, remarries and becomes eligible for health benefits under his/her spouse's health plan, all District benefits shall be terminated.

- 19.3 Vision Care Plan.** Coverage is mandatory for all Directors, their spouse and Dependent Children.

- a. The Vision Service Plan is administered by the Association of California Water Agencies.
- b. The District shall pay one hundred percent (100%) of the premium including Director, spouse and Dependent Children.

- 19.4 Dental Plan.** Coverage is mandatory for all Directors, their spouse and Dependent Children.

- a. The Delta Dental Plan is administered by the Association of California Water Agencies.
- b. The District shall pay one hundred percent (100%) of the premium for the Director, spouse, and Dependent Children.

- 19.5 Retirement Plan.** Only the Directors elected or appointed prior to July 1, 1994 are eligible to participate in the District's retirement plan.

- a. The retirement plan is administered by the California Public Employees Retirement System.
- b. The District shall pay all costs, which include the District's and the eligible Director's share.

- 19.6 Life And Disability Plans.** All Directors are eligible to participate in the District's standard dependent life insurance, standard insurance long term disability plan and employee assistance program (collectively, "Life and Disability Plans"), along with their spouses and dependent children. If a Director chooses not to participate in the District's Life and Disability Plans he/she must notify the General Manager in writing of his or her election not to participate. Unless a Director chooses not to participate in the District's Life and Disability Plans, the District shall pay 100% of the premium for such Life and Disability Plans for the Director, his/her spouse and his/her dependent children.

- 19.7 Deferred Compensation.** A Deferred Compensation Plan is available to Directors that elect to participate . The District offers one service provider. Director contributions are strictly voluntary with no District match.

- 19.8 Flexible Spending Account.** A Flexible Spending Account is available to

Directors that wish to contribute to a medical reimbursement account and/or dependent care reimbursement account to pay for unreimbursed medical and/or dependent care expenses with pre-tax dollars. This is strictly voluntary with no District match.

20. CODE OF ETHICS

20.1 Ethics Training. Pursuant to Government Code Section 53234, et seq, each Director shall attend at least two (2) hours of ethics training every two (2) years at the expense of the District. Such ethics training must be approved or authorized by the California Attorney General's Office and the Fair Political Practices Commission. Written proof of such ethics training must be filed by each Director with the District and the District shall retain records of such ethics training for at least five (5) years after the Director receives such training. Any newly elected Director shall receive their initial training required by subdivision (a) of Section 53235 within six (6) months of taking office.

20.2 Ethics Policy. Each January, following a regular election cycle, the Board of Directors will approve an Ethics Policy presented by the Human Resources Department. The policy will support the issues covered by the ethics training required in Section 206, as well as any other issues specific to the District.

20.3 Fiscal and Financial Training. Pursuant to Government Code Section 53238 et seq., each Director who is in office as of January 1, 2026 shall receive at least two (2) hours of fiscal and financial training before January 1, 2028. Each Director who joins the Board on or after January 1, 2026 shall receive the fiscal and financial training no later than 6 months from the first day of service. Thereafter, each Director shall receive the training at least once every two (2) years. These courses shall be developed in consultation with experts in local government finance. Written proof of such training must be filed by each Director with the District and the District shall retain records of such ethics training for at least five (5) years after the Director receives such training.

20.4 Ralph M. Brown Act In addition, all Directors shall receive training within 30 days of taking office and every two years thereafter on public meeting laws called The Ralph M. Brown Act, more commonly known as the "Brown Act,". This is California's "sunshine" law for local government and is found in California Government Code Section 54950. Written proof of Brown Act training must be filed by each Director with the District and the District shall retain records of training for at least five (5) years after the Director receives such training.

20.5 Prevention Of Sexual Harassment

The District is committed to creating and maintaining a work environment free of objectionable and disrespectful conduct and/or communication of a sexual nature and prohibits sexual harassment by all employees and the Board of Directors.

Conduct which creates an intimidating, hostile or offensive work environment will not be tolerated. Verbal behavior, physical behavior, gestures and other non-verbal behavior

which create said environment will not be tolerated.

20.6 Sexual Harassment Prevention Training

To meet the requirements established by AB 1825, 2053 and AB 1661, elected or appointed officials who are compensated for their service or reimbursed for their expenses are required to receive at least two hours of sexual harassment prevention training and education within the first six months of taking office or commencing employment, and every two years thereafter.

The training must include information and practical guidance regarding the federal and state statutory provisions concerning the prohibition against, and the prevention and correction of, sexual harassment and the remedies available to victims of sexual harassment in employment.

20.7 Workplace Violence Prevention Training

SB 553 requires employers to take steps to prevent and respond to workplace violence. SB 553 requires employers to adopt a comprehensive workplace prevention plan, assess and resolve workplace violence hazards, train all employees, and implement investigation and recordkeeping process.

20.8 Non-Discrimination

The District shall not unlawfully discriminate against qualified employees or job applicants on the basis of sex, race, color, religion, national origin, ancestry, marital status, sexual orientation, physical or mental disability, age or war veteran status. Equal opportunity shall be provided to all qualified employees and applicants in every aspect of personnel policy and practice. The District shall not discriminate against physically or mentally disabled persons who, with reasonable accommodation, can perform the essential function of the job in question. All employees are expected to carry out their responsibilities in a manner that is free from discriminatory statements or conduct.

20.9 Whistle Blower Protection

The General Manager's primary responsibility is to ensure District employees are in compliance with the District's Personnel Manual and do not engage in improper activities, as well as to investigate allegations of improper activities and take appropriate corrective and disciplinary action. The Board has a duty to ensure that the General Manager is operating the District in accordance with the law and policies approved by the Board. Board Members will disclose to the General Manager any improper activities within their knowledge and will not interfere with the General Manager's responsibilities in identifying, investigating and correcting improper activities unless the Board determines that the General manager is not properly carrying out these responsibilities. (California Water Code Sections 30575, 30580 and 30581).

- a. A Board Member will not directly or indirectly use or attempt to use the authority or influence of his or her position for the purpose of intimidating, threatening, coercing, commanding or influencing any other person for the purpose of preventing such person from acting in good faith to report or

otherwise bring to the attention of the General Manager or the Board any information that, if true, would constitute: a work-related violation by a Board Member or District employee of any law or regulation, gross waste of District funds, gross abuse of authority, a specified and substantial danger to public health or safety due to an act or omission of a District official or employee, use of a District office or position or of District resources for personal gain, or a conflict of interest of a District Board Member or designated employee.

- b. Board Members will not use or threaten to use any official authority or influence to effect any action as a reprisal against a District Board Member or District employee who reports or otherwise brings to the attention of the General Manager any information regarding the subjects described in this section. (California Labor Code Section 1102.5 and following; California Government code Sections 53298 and 53298.5).
- c. Any person who believes that he or she has been subjected to any action prohibited by this Section is encouraged to file a confidential complaint with (1) General Manager, or (2) a member of the Board if the complaint involves the conduct of the General Manager. The person receiving the report will refer the matter to the full Board to investigate. Upon the conclusion of the investigation, the scope of which will be governed by the individual circumstances of each complaint, the General Manager (or the Board in the case of a complaint against the General Manager) will take appropriate action consistent with the District's Personnel Manual and applicable law.

20.10 Reasonable Accommodation-Americans With Disabilities Act

Pursuant to the Americans with Disabilities Act, employers have a duty to reasonably accommodate employees and job applicants with known disabilities. This accommodation is not required for individuals who are not otherwise qualified for the job nor is accommodation generally required until the person with the disability requests it. The following optional regulation includes procedures recommended by the Equal Employment Opportunity Commission for use when determining what accommodation to make.

Requests for reasonable accommodation should be directed to Human Resources.

21. ENFORCEMENT

Any actual or perceived violation of District policies, including the Code of Conduct, by a Board Member should be referred to the President of the Board or the full Board of Directors for investigation, and consideration of any appropriate action warranted. Any action or perceived violation of District policies, by the President shall be referred to the full Board of Directors. A violation of this policy may be addressed by the use of such remedies as are available by law to the District, including but not limited to:

- a. Reassignment of committee positions;

- b. Adoption of a resolution expressing disapproval of the conduct of the Board Member who has violated this policy (i.e., censure);
- c. Injunctive relief;
- d. Referral of the violation to the District Attorney.

22. STATEMENT OF POLICY SUPREMACY

The Board of Directors Policy and Procedures Manual shall be amended by a vote of board only and not by any other policy adoption. In areas of dispute between The Board of Directors Policy and Procedures Manual and other policies or action, this manual and the policies contained herein shall take precedence over other policies. The District shall make every effort to revise any conflicting policies to align with this document.

ORDINANCE NO. 86

**AN ORDINANCE OF THE BOARD OF DIRECTORS
OF THE WEST VALLEY WATER DISTRICT AMENDING ORDINANCE NO. 85
WITH RESPECT TO COMPENSATION AND POLICIES RELATED TO BOARD
ACTIVITIES**

Whereas, Section 20202 of Division 10 of the California Water Code states that compensation to be received by members of the governing board of a water district may be increased each calendar year in an amount equal to 5 percent following the operative date of the last adjustment;

Whereas, the governing board of the West Valley Water District ("District") increased its compensation pursuant to Water Code Section 20200 et seq. on October 1, 2016; and

Whereas, the District held a duly noticed Public Hearing concerning the increase of compensation to One Hundred Sixty-One Dollars and Seventy Cents (\$161.70) on August 2, 2018; and

Whereas, the increase in compensation to the governing board of the District shall increase automatically by 5 percent each calendar year on October 15th of each year.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE WEST VALLEY WATER DISTRICT DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Superseding the Previous Enactments.

Ordinance No. 85 and all other previously enacted ordinances providing for Board of Directors compensation are hereby superseded by this Ordinance.

ARTICLE 100. MEETINGS

101. REGULAR BOARD MEETINGS. The regular meeting of the Board of Directors of West Valley Water District ("Board of Directors") shall be held at 6:00 p.m. on the first and third Thursday of each month. Business shall be conducted in accordance with Division 12 of the Water Code of the State of California and Section 54954 of the Government Code of the State of California and all other codes pertaining thereto, as well as any proceedings adopted by the Board of Directors not inconsistent therewith.

102. SPECIAL BOARD MEETINGS. Special meetings of the Board of Directors may be called in accordance with Government Code Section 54956 of the State of California.

103. EMERGENCY MEETINGS. Emergency meetings of the Board of Directors may be called in accordance with Government Code Section 54956.5 of the State of California.

104. COMMITTEE MEETINGS. To assist the Board of Directors in its deliberations for establishing policies of West Valley Water District ("District"), it is deemed beneficial to have standing committees or ad hoc committees of the Board of Directors made up of not more than two (2) members of the Board of Directors, who shall develop recommendations to be considered by the Board of Directors for establishing policy by working independently or with staff. The

committee chairperson shall be appointed by the President of the Board with the consent of the full Board of Directors.

105. OUTSIDE MEETINGS. Members of the Board of Directors (singularly, "Director" and collectively, "Directors") may attend outside meetings to educate and inform such Directors regarding issues affecting the District and the water industry and to make others aware of the activities concerning the District. Periodically the Board President and/or the Board of Directors may ask a Director to represent the District at an outside meeting or perform another duty for the District. For purposes of this Ordinance, the term "Outside Meeting(s)" shall mean any meeting, activity, conference, seminar, workshop, facility tour and other like or similar events, including webinars and conference calls, except for the meetings listed in Sections 101 through 104. Except as provided in Section 106, a Director may attend any Outside Meeting. However, the District shall compensate a Director for only those Outside Meetings approved in Section 203.

106. PRESIDENT OF THE BOARD. It is in the best interests of the District for the President of the Board of Directors to periodically meet with District staff and represent the District at Outside Meetings with other elected officials of other public agencies, as well as other functions pertaining to the District or the water industry. The President is authorized to attend all Outside Meetings pertaining to the water industry that is in the good faith belief of the President of the Board of Directors to be in the best interests or of benefit to the District.

ARTICLE 200. DIRECTOR COMPENSATION

Each Director shall be compensated for attending District related meetings and functions as follows:

201. BOARD MEETINGS. Each Director shall receive One Hundred Sixty-Nine Dollars and Seventy Nine Cents (\$169.79) for attending a regular board meeting of the Board of Directors, a special board meeting of the Board of Directors, an emergency meeting of the Board of Directors or an adjourned regular, emergency or special meeting of the Board of Directors. Compensation shall be increased 5% every year on October 15th.

202. COMMITTEE MEETINGS. In the event a committee is established pursuant to Section 104, each Director appointed to such committee ("Committee Member") shall receive One Hundred Sixty-Nine Dollars and Seventy Nine Cents (\$169.79) for attending a meeting. For purposes of this Ordinance, "travel time" is computed to and from the Director's main residence or place of employment, whichever is applicable for attendance at any District function.

203. OUTSIDE MEETINGS. Directors shall be compensated for Outside Meetings as follows:

- (a) Attached hereto as Schedule "A" is a list of Outside Meetings any Director may attend. If a Director attends an Outside Meeting listed on Schedule "A" such Director shall be compensated in accordance with subsection (d) below.
- (b) Attached hereto as Schedule "B" is a list of Standing Committee Meetings of

the Board of Directors and the designated Directors for each Committee. Attached hereto as Schedule "C" is a list of Outside Meetings of the Board of Directors and the designated Director for each Meeting. Each Outside Meeting listed on Schedule "C" sets forth a primary representative and alternate representative.

- (c) Except as set forth in Section 204, Directors shall not represent the Board of Directors at any functions of organizations not listed on Schedule "A", "B" without the prior approval of the Board.
- (d) In the event a Director attends an Outside Meeting pursuant to subsections (a), (b), or (c), above, the Director shall receive: One Hundred Sixty-Nine Dollars and Seventy Nine Cents (\$169.79) and in addition to the foregoing, to accommodate a reasonable travel time to and from authorized Outside Meetings, a Director may be compensated for up to one (1) day of travel, the day before all Meetings are to occur and up to one (1) day after the Meeting is concluded, provided that the Meeting is greater than seventy-five (75) miles from the District's headquarters.
- (e) If a Director wishes to attend an Outside Meeting or Conference not listed on Schedule "A", "B", or "C" or covered under Section 204 (f); the Director must receive prior approval from the full Board. The Director shall provide details of the meeting including the dates, agenda, estimated costs, and how attendance will benefit the District to the General Manager who will place the request on the next regular meeting agenda as a business item for consideration.
- (f) A Director shall be able to attend meetings with staff, consultants, elected officials from other Districts, or local community events or function and claim it as an "Outside Meeting" as long as they work with Board Secretary on providing an agenda and topic of discussion or flyer for transparency documentation.

204. Board of Directors will be reimbursed for any expenses incurred during the course of conducting District business with other elected officials, District employees and consultants.

205. COMPENSATION LIMITATIONS. Section 20202 of Division 10 of the California Water Code states:

"In any ordinance adopted pursuant to this chapter to increase the amount of compensation which may be received by members of the governing board of a water district above the amount of one hundred dollars (\$100.00) per day, the increase may not exceed an amount equal to 5 percent, for each calendar year following the operative date of the last adjustment, of the compensation which is received when the ordinance is adopted.

No ordinance adopted pursuant to this chapter shall authorize compensation for more than a total of ten (10) days in any calendar month." There shall be no compensation for attending meetings or performing other duties for the District on the same day as Board of Directors meetings.

The compensation to the governing board of the West Valley Water District shall automatically increase by 5 percent each calendar year on October 15th.

The Board of Directors assigns the Board President or his designee to monitor, review, deny or recommend approval to the Board of Directors, all compensation requests by Directors according to the following criteria:

- (a) Each Director may be compensated for attending meetings, as defined in Sections 201 to Section 204 and Schedule "A", Schedule "B" and Schedule "C" and other meetings approved by the Board of Directors.
- (b) In addition to (a), each Director may incur or be reimbursed for travel expenses as defined in Article 300, Sections 301 and 302, up to but not in excess of actual expenses per fiscal year.

206. ETHICS TRAINING. Pursuant to Government Code Sections 53234, et al, of the State of California each Director shall attend at least two (2) hours of ethics training every two (2) years at the expense of the District. Such ethics training must be approved or authorized by the California Attorney General's Office and the Fair Political Practices Commission. Written proof of such ethics training must be filed by each Director with the District and the District shall retain records of such ethics training for at least five (5) years after the Director receives such training.

207. ETHICS POLICY. Each January, following a regular election cycle, the Board of Directors will approve an Ethics Policy presented by the Human Resources Department. The policy will support the issues covered by the ethics training required in Section 206, as well as any other issues specific to the District.

208. OTHER TRAINING. Each January following an election year, Directors are required to attend Sexual Harassment Training approved and/or administered by the Human Resources Department.

ARTICLE 300. EXPENSES

AUTHORIZATION

- (a) Directors are authorized to incur expenses arising out of and in connection with the meetings set forth in Sections 201, 202, 203 (a) and 203 (b) and Outside Meetings approved pursuant to Section 203 (c), with the approval of the Board of Directors:
- (b) Board of Directors will communicate their interest in attending an event to the Board Secretary to be added to the "Master Calendar of Events," which lists a description of the event, date, location, and Board member(s) who will attend.
- (c) After attending a District event, Board members are required to submit an Expense Report. Each Board Member shall report on meetings attended at the

District's expense.

- (d) Board members will be reimbursed for any expenses incurred during the course of conducting District business with other elected officials, District employees and consultants.
- (e) The District shall reimburse each Director for expenses while conducting District business as outlined below.
- (f) Each Directors shall be responsible for turning in appropriate District related Expenses for the month, including receipts or other documentation, to the Board Secretary's office by the last business day of the month. It is to each Director's benefit, as well as that of the District, that all itemized expenses be turned in to the Board Secretary's office in a timely manner for proper accounting.

301. LODGING, MEALS, AND OTHER EXPENSES. The District shall reimburse each Director for itemized expenses while conducting District business, including, but not limited to, payment of registration fees for conferences, workshops, seminars, lodging, meals, and other related expenses while attending or traveling to/from District related functions.

The following restrictions shall apply to District paid expenses:

- (a) District paid air travel shall be by coach class at the most economical fare available based on the itinerary of the Director. A Director may elect to voluntarily stay longer than necessary to discharge his or her duties as long as there is no additional expense to the District.
- (b) In the event a Director is required to rent a vehicle to attend an authorized Outside Meeting, the District shall reimburse the Director for the cost of such rental vehicle, provided that the cost shall not exceed the cost of a mid-sized vehicle, regularly charged by such rental company for same day rentals. Any contractual agreements between the District and car rental agencies shall be considered first for booking of rental vehicles.
- (c) The following are not reimbursable expenses: political contributions, alcoholic beverages, tips greater than eighteen (18) percent, parking or traffic violation fines, laundry services, child care, and entertainment expenses such as tickets to sporting events or theaters, in-room movies and access to Wi-Fi for personal use, and first class airfare travel.
- (d) Whenever appropriate, lodging and meals will be prepaid by the District or paid for by District staff. When making prepayment of reservations for travel, meals, lodging or other related expenses, it may be beneficial to the District to include payment for spouses. Each Director shall reimburse the District for any prepayment of costs for his/her spouse except as otherwise set forth in this Ordinance. Directors shall clearly identify expenses for his/her spouse except as otherwise set forth in this Ordinance. Directors shall clearly identify expenses for his/her spouse, or may choose to pay for expenses for his/her spouse on a separate ticket or sales slip at the time of purchase.

302. MILEAGE. Whenever a Director uses his/her personal vehicle for transportation on District business or to/from District related functions, the District shall reimburse the Director the same rate per mile as approved by the Internal Revenue Service at the time the mileage is incurred. No mileage reimbursement shall be made for attending Board of Directors meetings held at the District headquarters.

303. INSURANCE. In California, automobile insurance coverage follows the vehicle. Therefore, when a Director attends functions on behalf of the District in his/her personal vehicle, the Director's insurance is primary.

304. MONTHLY SUBMITTAL OF EXPENSE REPORTS - PAYMENT REQUESTS. For receiving compensation for attendance at or participating at appropriate meetings, a Board member shall submit to the District Board Secretary a payment request in the form of an expense report for the calendar month, at which time the Board will consider approval, including the President. A report of all expenses, including but not limited to, compensation requested pursuant to Article 300, to the Board Secretary no later than the last business day of each month. Each submittal shall be signed by the Director. Adequate documentation of actual costs shall include an identification of the official duty, a detailed receipt from the vendor listing the items purchased, and proof that the expense was paid by the Director such as the credit card receipt or cancelled check.

ARTICLE 400. BENEFITS

401. HEALTH PLAN. All Directors are eligible to participate in the District's group health plan, along with their spouses and dependent children (as that term is defined in Government Code Section 53205.1 of the California Government Code, "Dependent Children"). If a Director chooses not to participate in the health plan he/she must notify the General Manager in writing of his or her election not to participate.

- (a) The District's health plan is administered by the Association of California Water Agencies.
- (b) The District shall pay one hundred percent (100%) of the premium for the Director, spouse and Dependent Children.

402. BENEFITS AFTER RETIREMENT OR DEATH. A retired Director and spouse, or the spouse of a deceased Director or retiree may continue his/her medical, dental, life and vision insurance at the District's expense on the basis of the following:

The Director is a minimum of fifty (50) years of age with a minimum of twelve (12) years of total service and was elected prior to January 1, 1995. If the spouse of a deceased Director, or retiree, remarries and becomes eligible for health benefits under his/her spouse's health plan, all District benefits shall be terminated.

403. VISION CARE PLAN. Coverage is mandatory for all Directors, their spouse and Dependent Children.

- (a) The Vision Service Plan is administered by the Association of California

Water Agencies.

- (b) The District shall pay one hundred percent (100%) of the premium including Director, spouse and Dependent Children.

404. DENTAL PLAN. Coverage is mandatory for all Directors, their spouse and Dependent Children.

- (a) The Delta Dental Plan is administered by the Association of California Water Agencies.
- (b) The District shall pay one hundred percent (100%) of the premium for the Director, spouse, and Dependent Children.

405. RETIREMENT PLAN. Only the Directors elected or appointed prior to July 1, 1994 are eligible to participate in the District's retirement plan.

- (a) The retirement plan is administered by the California Public Employees Retirement System.
- (b) The District shall pay all costs, which include the District's and the eligible Director's share.

406. LIFE AND DISABILITY PLANS. All Directors are eligible to participate in the District's standard dependent life insurance, standard insurance long term disability plan and employee assistance program (collectively, "Life and Disability Plans"), along with their spouses and dependent children. If a Director chooses not to participate in the District's Life and Disability Plans he/she must notify the General Manager in writing of his or her election not to participate. Unless a Director chooses not to participate in the District's Life and Disability Plans, the District shall pay 100% of the premium for such Life and Disability Plans for the Director, his/her spouse and his/her dependent children.

407. LONG TERM CARE. Coverage is mandatory for all Directors, their spouse and Dependent Children.

- (a) The Long Term Care Plan, administered by the CalPERS Long Term Care (LTC) program, is recommended.
- (b) The District shall pay one hundred percent (100%) of the premium for the District, spouse, and Dependent Children.

Section 2. Amendment of Schedules

Schedules "A", "B" & "C" may be amended from time to time by a duly adopted resolution of the Board.

Section 3. Publication

District Board Secretary shall certify to adoption of this Ordinance and cause it, or summary of it, to be published once within fourteen (14) days of adoption and once within seven (7) days of adoption by newspaper of general circulation, printed and published within the West Valley Water District service area, and shall post a copy of this Ordinance, including the vote, for and against the same, in the office of the Board Secretary in accordance with California Water Code Section 20200 *et seq.*

Section 4. Effective Date

This Ordinance shall become effective sixty (60) days from its adoption and Board committee assignments on the adopted schedules shall begin, January 4, 2021.

ADOPTED, SIGNED AND APPROVED THIS 5TH DAY OF NOVEMBER, 2020.

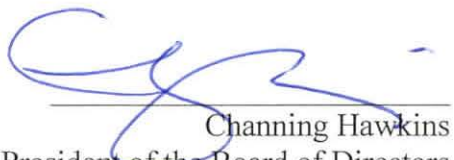
Channing Hawkins, Kyle Crowther, Greg Young,

AYES: DIRECTORS: Michael Taylor, Clifford Young

NOES: DIRECTORS: None

ABSENT: DIRECTORS None

ABSTAIN: DIRECTORS None


Channing Hawkins
President of the Board of Directors
West Valley Water District

ATTEST:



Peggy Asche
Board Secretary

SCHEDULE "A"
OUTSIDE MEETINGS

ORGANIZATION

**DESIGNATED
REPRESENTATIVE**

ACWA Fall Conference	Any Board Member
ACWA Washington, D.C. Conference	Any Board Member
ACWA Spring Conference	Any Board Member
Member ACWA Legislative Symposium and Day at the Capitol	Any Board Member
Member Association of San Bernardino County Special Districts	Any Board Member
Board Member California Special Districts Association	Any Board Member
California Special Districts Association Legislative Days	Any Board Member
Water Education Foundation Tours	Any Board Member

**Expenses for conferences listed above are allocated to the Administration Department Conference Budget.*

SCHEDULE "B"
STANDING COMMITTEES

ORGANIZATIONS

**DESIGNATED
REPRESENTATIVE**

Executive Committee

Dr. Clifford O. Young, Sr.
Gregory Young

Engineering/Planning Committee

Gregory Young
Kyle Crowther

External Affairs Committee

Dr. Clifford O. Young, Sr.
Gregory Young

Finance Committee

Dr. Clifford O. Young, Sr.
Dr. Michael Taylor

Human Resources Committee

Kyle Crowther
Dr. Michael Taylor

Safety and Technology Committee

Dr. Michael Taylor
Kyle Crowther

Policy Review & Oversight Committee

SCHEDULE "C"
OUTSIDE MEETINGS

ACWA/JPIA	Dr. Clifford O. Young, Sr.	Clarence Mansell
Bloomington Municipal Advisory Committee (MAC)	Gregory Young	Kyle Crowther
San Bernardino Valley Municipal Water District	Dr. Clifford O. Young, Sr.	
Western Coalition of Arid States	Dr. Clifford O. Young, Sr.	Gregory Young

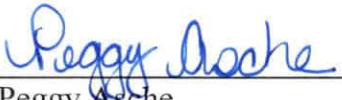
CERTIFICATION

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN BERNARDINO)

I, PEGGY ASCHE, Secretary of the Board of Directors of **THE WEST VALLEY WATER DISTRICT**, DO HEREBY CERTIFY that the foregoing ORDINANCE NO. 86 was duly adopted by the Board of Directors of said District at a Regular meeting thereof, held the 5th day of November, 2020, a full quorum present and acting through, by the following vote to wit:

AYES:	DIRECTORS:	Channing Hawkins, Kyle Crowther, Clifford Young,
NOES:	DIRECTORS:	Michael Taylor, Greg Young
ABSENT:	DIRECTORS:	None
ABSTAIN:	DIRECTORS:	None

DATE: 11/5/20



Peggy Asche
Board Secretary



STAFF REPORT

DATE: August 6, 2026
TO: Board of Directors
FROM: John Thiel, General Manager
SUBJECT: Implementation of Compensation Adjustments for the Operations Reorganization

STRATEGIC GOAL:

Strategic Goal 2 - Be an Exemplary Employer; Objective 2A - Attract and Retain High Performing Employees; Objective 2B - Prioritize Staff Development, Career Opportunities, and Succession Planning; Objective 2G - Promote a Professional Environment of Diversity, Equity, and Inclusion.

MEETING HISTORY:

07/16/26 Board of Directors Meeting.

BACKGROUND:

The Board of Directors approved the Reorganization of the Operations Department at the July 16, 2026, Regular Board of Directors Meeting. This action included reclassifying the Chief Water Systems Operator – Treatment position to Operations Superintendent, as well as related compensation adjustments to the two remaining leadership positions: Operations Superintendent and Chief Water Systems Operator – Distribution. The revised salary ranges for both positions were presented at that time, and the reorganization was determined to have essentially no fiscal impact.

DISCUSSION:

Following implementation of the Board's action, the General Manager and the Human Resources and Risk Management Manager reviewed the District's Personnel Policies and Procedures and determined that the current policies do not specifically address how to place employees within a new salary range under the circumstances of a reorganization.

The General Manager intends to assign both affected employees to the new salary ranges and determine the appropriate step placement based on their experience, certifications, and overall qualifications. Each salary range consists of 15 steps, and both employees are currently at Step 15 within their existing ranges. The effective date for adjustments would be the date of the approved reorganization - July 16, 2026.

FISCAL IMPACT:

The General Manager anticipates placing both employees at or near Step 15 within the new salary ranges, consistent with the basis for reorganization presented at the July 16, 2026, Board of Directors meeting. As such, the fiscal impact remains as presented - essentially no fiscal impact.

This approach is consistent with the District's prior practice following classification and compensation adjustments, in which employees were transitioned to new salary ranges at comparable step placements based on internal equity, external market conditions, and individual qualifications. Upon approval, staff will incorporate this process into a future update of the Personnel Policies and Procedures, subject to standard committee review and Board approvals.

REQUESTED ACTION:

Staff Recommends that the Board of Directors:

1. Authorize the General Manager to implement the new range and appropriate step for both positions effective July 16, 2026; and,
2. Authorize the General Manager to execute all necessary documents.