



WEST VALLEY WATER DISTRICT
855 W. BASE LINE ROAD, RIALTO, CA 92376
PH: (909) 875-1804 FAX: (909) 875-1849

REVISED AGENDA PACKET
CORRECTED STAFF REPORT AND ATTACHEMENTS FOR ITEM #17
REGULAR BOARD MEETING
AGENDA

THURSDAY, JULY 6, 2023
CLOSED SESSION - 6:00 P.M. • OPEN SESSION – 6:30 P.M.

BOARD OF DIRECTORS

Gregory Young, President
Daniel Jenkins, Vice President
Angela Garcia, Director
Kelvin Moore, Director
Channing Hawkins, 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.

OPENING CEREMONIES

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

CLOSED SESSION

- CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (D) of Section 54956.9(B): Number of Cases: Two (2).
- CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency designated representatives: John Thiel, General Manager, Haydee Sainz, Human Resources Manager, Oliver Yee, Special Counsel
Employee Groups: International Union of Operating Engineers, Local 12

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. Smart Irrigation Month Marketing Campaign.

CONSENT CALENDAR

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

Consideration of:

1. May 18, 2023 - Regular Board Meeting Minutes..

2. May 20, 2023 - Special Board Meeting Minutes.
3. June 1, 2023 - Regular Board Meeting Minutes.
4. Approve the Funds Transfer Report - May 2023.
5. Treasurer's Report - May 2023.
6. Approve Monthly Revenue & Expenditures Report - May 2023.
7. Cash Disbursements Reports - May 2023.
8. Purchase Order Report - May 2023.
9. Approval of Blanket Purchase Orders for Fiscal Year 2023-2024.
10. Adopt Resolution Amending Schedule of Charges for the Hourly Labor and Vehicle/Equipment Hourly rates for Water Service Regulations.
11. May - June Social Media Report.
12. Amendment No. 4 to Purchase and Sale Agreement for Well Site Property with Fontana 37, LLC.
13. Agreement Between West Valley Water District and Riverside Highland Water Company for the Mutual Purchase and Transfer of Water During a Bona Fide Water Emergency.
14. Legal Invoice Payment to Albright Yee and Schmidt for May 2023, Invoice #28154 for \$6,302.50.
15. Approve Legal Invoice Payment to Liebert Cassidy Whitmore for May 2023, Invoice #244262 for \$2,447.00, Invoice #244263 for \$1,765.00, Invoice #244264 for \$28.50, Invoice #244265 for \$1,190.00, Invoice #244266 for \$823.00, and Invoice #244267 for \$1,122.00.
16. Approve Legal Invoice Payment to Alvarez-Glasman & Colvin for January Invoice #20631 for \$6,120.00; February 2023 Invoice #20682 for \$2,680.00; for February 2023 Invoice #20683 for \$6,411.03; for February 2023 Invoice #20691 for \$7,336.22; for March 2023 Invoice #20692 for \$2,252.00.

BUSINESS MATTERS

Consideration of:

17. Resolution and Agreement for Purchase and Sale of APN 0256-13-110 with IDIL West Valley Logistics Center, LP..
18. Revisions to Article 17 of the District Water Service Rules and Regulations.
19. State Bond Update.
20. Resolution Approving The Lifting of Temporary Freeze on Hiring District Personnel.

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

1. **Board Members**
2. **General Manager**
3. **Legal Counsel**

UPCOMING MEETINGS

- July 10, 2023 - Human Resources Committee Meeting at 6:00 p.m.
- July 11, 2023 - Safety & Technology Committee Meeting at 6:00 p.m.
- July 11, 2023 - Executive Committee Meeting at 6:00 p.m.
- July 18, 2023 - Engineering, Operations, and Planning Committee Meeting at 6:00 p.m.
- July 20, 2023 - Board of Directors Regular Board Meeting at 6:00 p.m.
- June 24, 2023 - External Affairs Committee Meeting at 6:00 p.m.
- June 25, 2023 - Policy Review & Oversight Committee Meeting at 6:00 p.m.
- June 25, 2023 - Executive Committee Meeting at 5:30 p.m.
- July 26, 2023 - Finance Committee Meeting at 6:00 p.m.
- August 6, 2023 - Board of Directors Regular Board Meeting at 6:00 p.m.

UPCOMING COMMUNITY EVENTS

- July 8 - City of Colton's 136th Birthday Celebration (Colton High School)

- July 28 - Watershed moments - Insights in to the Colorado River Water Management (The Crossings at Carlsbad)
- August 1 - National Night Out (Fontana) - Miller Park Amphitheater
- August 1 - National Night Out (Rialto)
- August 10 - Fontana Chamber of Commerce Monthly Luncheon - Speaker from Chino Basin
- August 11 - Southern California Water Conference - BIA (Ontario Double Tree)
- September 16 - Pet-A-Palooza (City Hall)

UPCOMING EDUCATIONAL & TRAINING OPPORTUNITIES

- August 11 - BIA Water Conference, Ontario, CA
- August 18 - August 31, 2023 - CSDA Annual Conference, Monterey
- October 22 - October 25, 2023 - CSDA Special District Leadership Academy, Santa Rosa
- November 28 - November 30, 2023 - ACWA Fall Conference, Indian Wells

ADJOURN

DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Agenda at the District Offices on June 29, 2023.

Elvia Dominguez

Elvia Dominguez, Board Secretary

Please Note:

Material related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the District's office located at 855 W. Baseline, Rialto, during normal business hours. Also, such documents are available on the District's website at www.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, Elvia Dominguez, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Ms. Dominguez 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.



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: July 6, 2023
TO: Board of Directors
FROM: John Thiel, General Manager
SUBJECT: SMART IRRIGATION MONTH MARKETING CAMPAIGN

BACKGROUND:

Smart Irrigation Month is a public awareness campaign to promote efficient water use. Focused on July, traditionally the month of peak demand for outdoor water use, the campaign highlights simple practices and innovative technologies to save money and water by utilizing smart irrigation techniques and devices.

DISCUSSION:

To celebrate Smart Irrigation Month, the public affairs department will be educating customers and the community about the value of implementing smart irrigation techniques and installing high-efficiency devices to curb their water use and save money (Exhibit A). The department will also encourage customers to take part in West Valley Water District's rebate program. Tools to ensure a successful campaign will include but are not limited to press releases, social media posts, giveaways and proactive outreach. The campaign will run throughout the month of July.

FISCAL IMPACT:

None.

STAFF RECOMMENDATION:

Receive and File.
Respectfully Submitted,

John Thiel

John Thiel, General Manager

JT/sp

ATTACHMENT(S):

1. SIM Marketing Campaign (Exhibit A)

MEETING HISTORY:

06/26/23 External Affairs Committee REFERRED TO BOARD

Safe. High Quality. Reliable.

Smart Irrigation Month (SIM) Marketing Campaign



Safe. High Quality. Reliable.

July is Smart Irrigation Month:

Smart Irrigation Month is an industry campaign to increase public awareness of the value of water-use efficiency during summer's peak demand.

Smart Irrigation Month brings together irrigation companies, industry professionals and water providers to educate customers about water-use efficiency promote irrigation products and practices that can minimize peak water use and reduce demands on infrastructure provide real solutions to today's water challenges.



2023 Smart Irrigation Month Theme: *What's the Value of Smart Irrigation*

Key Messages:

1

Water Conservation
Starts with you

2

Smart irrigation
practices are essential

3

Take advantage of
irrigation rebates with
WVWD



Key Message # 1

Water Conservation Starts with You

- By taking responsibility for the water you use, you hold the power to save both water and money.
- Water is a finite source and we must all do our part to ensure that our future generations have adequate water supply.
- Water conservation is a way of life for all of us living in California. Whether we're experiencing dry or wet conditions, we should always be mindful of our water use.



Key Message # 2

Smart Irrigation Practices are Essential

- Irrigated green spaces provide biodiversity and habitat for pollinators, create opportunities for carbon sequestration, and provide cooling for urban areas.
- Smart irrigation creates green spaces where people can play and stay active, providing health benefits for communities.
- Using smart irrigation options like weather- and soil moisture-based controllers that automatically adjust the watering schedule based on conditions at your location helps keep your landscape healthy, while using less water.



Key Message # 3

Take Advantage of Irrigation Rebates with WVWD

- Save money on smart irrigation upgrades by taking advantage of rebates from WVWD.
- Visit www.wvwd.org/conservation or call our customer service team to learn more about smart irrigation rebates.
- Want to learn more about saving water? Visit www.wvwd.org/conservation or call our team of conservation experts at 909-875-1804.



Overall Strategy

**Inform, educate and engage customers
and the community on how they can
participate in SIM.**



Tools & Tactics

Tool

Social Media: Utilize various social med platforms to post engaging and informative information about SIM throughout the month

Tactics

- Facebook
- Instagram
- Twitter
- LinkedIn and Nextdoor (if appropriate)



Tools & Tactics

Tool

Press Release: Engage local media by providing tips to save money and water during SIM

Tactics

- Press release
- Staff to send out PR



Tools & Tactics

Tool

- **Giveaways:** Conduct a raffle throughout the month on social media, grand prize to include Rachio 8-zone controller
 - Other prizes to possibly include: high efficiency irrigation nozzles and hose nozzles**

Tactics

- Social media
- Word of mouth announcements
- Collaborate with CS to inform customers

**Staff is currently working with IEUA to receive free hose nozzles to provide to customers.



Tools & Tactics

Tool

Outreach: Continue messaging regarding giveaways and information on ways to save through in-person contact with our customers.

Tactics

- In-house videos
- Newsletter story
- Community Events
- City or Chamber events



MINUTES
REGULAR BOARD MEETING
of the
WEST VALLEY WATER DISTRICT
May 18, 2023

CLOSED SESSION

The Board entered into Closed Session at 6:05 p.m. to discuss the following items listed on the agenda:

- CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (D) of Section 54956.9(B): Number of Cases: Five (5).
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - pursuant to Paragraph one (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: Patricia Romero vs. West Valley Water District, Case No. CIVDS2024402.
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Paragraph One (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: Nadia Loukeh. vs West Valley Water District, Case No. CIVSB2116242
- PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957 Titles: Acting General Manager.

The Board adjourned the closed session at 7:16 p.m. to conduct the business portion of the meeting.

OPENING CEREMONIES

Call to Order - President Gregory Young called the Regular Board Meeting of the West Valley Water District to order at 6:05 p.m. with all Board members present and Vice President Dan Jenkins attending remotely.

Pledge of Allegiance - The Pledge of Allegiance was led by Director Kelvin Moore.

Opening Prayer - Opening Prayer was given by Pastor Young of Loveland Church

Roll Call of Board Members -

Attendee Name	Present	Absent	Late	Arrived
Channing Hawkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Angela Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Kelvin Moore	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Daniel Jenkins	<input checked="" type="checkbox"/> Remote	<input type="checkbox"/>	<input type="checkbox"/>	7:27 PM
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

WVWD

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Van Jew	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
William Fox	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Haydee Sainz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jose Velasquez	<input type="checkbox"/>	<input checked="" type="checkbox"/> Excused	<input type="checkbox"/>
Socorro Pantaleon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jon Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Albert Clinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Elvia Dominguez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADOPT AGENDA

MOTION TO ADOPT AGENDA

Director Kelvin Moore motioned to adopt the agenda and Director Angela Garcia seconded the motion. The following vote was taken:

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kelvin Moore, Director
SECONDER:	Angela Garcia, Director
AYES:	Channing Hawkins, Angela Garcia, Kelvin Moore, Daniel Jenkins, Gregory Young

PUBLIC PARTICIPATION

President Gregory Young inquired if anyone from the public would like to speak. Board Secretary, Elvia Dominguez, stated that no requests were received to speak via email or in-person, or on Zoom. Therefore, President Young closed the public comment period.

PRESENTATIONS

1. Workers Compensation.

President Young reported on his attendance at an Association of California Water Agencies (ACWA) Conference and gave a presentation overview of information shared regarding Workers Compensation and workplace claims; gave an update on efforts to regain entrance into JPIA Risk Management insurance, and suggested a tour for the Board President of JPIA might be beneficial.

Director Channing Hawkins requested an update on the procurement for Risk Management Insurance Services. Human Resource and Risk Management Manager Haydee Sainz responded and gave an update on the effort and stated that a formal report would be given at the upcoming Human Resources Committee meeting.

2. Updates from ACWA/JPIA conference updates.

WVWD

Minutes: 5/18/23

President Young reported on three bills that were discussed during his attendance at the Joint Powers Insurance Authority (JPIA) Board meeting and inquired why the bills were not reported to the full board for discussion, felt the lobbyist legislative reports were not in depth, and stated that as four members of the Board attended the ACWA Legislative Conference in Sacramento, the bills could've been discussed with legislators they met with.

Director Channing Hawkins commented his preference for addressing these types of concerns outside of a Board meeting and suggested Acting Government and Legislative Affairs Manager Socorro Pantaleon respond to the concerns or prepare an advisory memo from the External Affairs Committee to the Board. Ms. Pantaleon then gave a status on the upcoming bills in question, elaborated on previous reports that were provided to the External Affairs Committee, commented on the department being short staffed, and stated Senator Polanco would attend the upcoming External Affairs Committee to provide an update that could be forwarded to the Board.

After further discussion, the Board took no further action.

CONSENT CALENDAR

MOTION TO APPROVE CONSENT CALENDAR ITEMS #1 - #3.

Director Kelvin Moore motioned to adopt consent calendar items #1 - #3 and Director Channing Hawkins seconded the motion. The following vote was taken:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kelvin Moore, Director
SECONDER:	Channing Hawkins, Director
AYES:	Channing Hawkins, Angela Garcia, Kelvin Moore, Daniel Jenkins, Gregory Young

1. Spectrum Fiber Internet Service Upgrade from 200 Mbps to 1 Gbps
2. Approval of the Purchase and Professional Installation of a New FortiGate 101F Next Generation Firewall with Endpoint Protection, Detection, and Automated Response
3. Approval of Legal Invoice Payment to Carpenter Rothans Dumont for March 2023 Invoice 3568 for \$544.00

BUSINESS MATTERS

4. NITRATE INITIATIVE UPDATE

President Gregory Young reported on the item.

Board discussion included the need for the Nitrate study and whether nitrates are an issue in the service area; possibility of hiring a consultant to conduct a nitrate assessment; and a recommendation by Director Channing Hawkins to continue the discussion to a future meeting.

WVWD

Minutes: 5/18/23

Director Angela Garcia concurred with continuing the item and requested the item include additional options for remedies to the nitrate concern. The item was tabled to the next scheduled meeting without objection.

RESULT: ITEM CONTINUED TO BOARD

Next: 6/1/2023

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

1. Board Members

Director Channing Hawkins wished everyone a Happy Memorial Day and congratulated all graduating students.

President Gregory Young announced General Counsel interviews scheduled for Saturday, May 20, 2023 starting at 8:00 a.m. And reminded Board Members of the Inland Valley Solar Challenge event and polled board members for attendance.

2. General Manager

Acting General Manager Van Jew reported that the draft Budget for Fiscal Year 2023-2024 would be presented at the upcoming Finance Committee, and announced an upcoming tour by the Eastern Municipal Water District.

Chief Financial Officer William Fox gave further details on the upcoming General Counsel Interviews.

3. Legal Counsel

Interim Counsel Vincent Ewing then reported the following: The Acting General Manager and Interim General Counsel met with the Board to discuss the listed Closed Session items, direction was given, and no action was taken.

ADJOURN

President Gregory Young adjourned the meeting at 7:38 PM

ATTEST:

Elvia Dominguez, Board Secretary

WVWD

Minutes: 5/18/23

MINUTES
SPECIAL BOARD MEETING
of the
WEST VALLEY WATER DISTRICT
May 20, 2023

OPENING CEREMONIES

Call to Order - President Gregory Young called the Special Board Meeting of the West Valley Water District to order at 8:00 a.m. with all Board members present.

Roll Call of Board Members

Attendee Name	Present	Absent	Late
Channing Hawkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Angela Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kelvin Moore	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Daniel Jenkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Elvia Dominguez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
William Fox	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PUBLIC PARTICIPATION

President Gregory Young inquired if anyone from the public would like to speak. Board Secretary, Elvia Dominguez, stated that no requests were received to speak via email, in-person or via Zoom to give public comment, therefore President Young closed the public comment period.

CLOSED SESSION - PUBLIC EMPLOYMENT GOV'T CODE SECT. 54957 (B) (1)

1. Public Employment - General Counsel Government Code Section 54957(B)(1).

The Board entered into Closed session at 8:00 a.m. to conduct General Counsel interviews. Following the interviews, the Board of Directors took no reportable action.

ADJOURN

President Young adjourned the meeting at 1:00 p.m.

ATTEST:

Elvia Dominguez, Board Secretary

MINUTES
REGULAR BOARD MEETING
of the
WEST VALLEY WATER DISTRICT
June 1, 2023

CLOSED SESSION

The Board entered into Closed Session at 5:30 p.m. to discuss the following items listed on the agenda:

- CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (D) of Section 54956.9(B): Number of Cases: Two (2).
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - pursuant to Paragraph one (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: Patricia Romero vs. West Valley Water District, Case No. CIVDS2024402.
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Paragraph One (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: Nadia Loukeh. vs West Valley Water District, Case No. CIVSB2116242
- PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957 Titles: Acting General Manager.
- PUBLIC EMPLOYMENT PURSUANT TO GOVERNMENT CODE SECTION 54957(B)(1). Titles: General Counsel, Interim General Counsel.

The Board adjourned the closed session at 7:35 p.m. and conduct the business portion of the meeting which commenced at 7:39 p.m.

OPENING CEREMONIES

Call to Order - President Gregory Young called the Regular Board Meeting of the West Valley Water District to order at 5:30 p.m. with all Board members present.
Roll Call of Board Members

Attendee Name	Present	Absent	Arrived
Channing Hawkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Angela Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Kelvin Moore	<input type="checkbox"/> Remote	<input type="checkbox"/>	
Daniel Jenkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Van Jew	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
William Fox	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

WVWD

Minutes: 6/1/23

Haydee Sainz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Jon Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Albert Clinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Elvia Dominguez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Jose Velasquez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Socorro Pantaleon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Pledge of Allegiance - The Pledge of Allegiance was led by Vice President Dan Jenkins.
 Opening Prayer - The Opening prayer was led by Minister Ryan Payne of Tri-Cities Church.

ADOPT AGENDA

1. MOTION TO ADOPT THE AGENDA

Director Channing Hawkins motioned to adopt the agenda as amended and Vice President Dan Jenkins seconded the motion. The following vote was taken:

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Channing Hawkins, Director
SECONDER:	Daniel Jenkins, Vice President
AYES:	Channing Hawkins, Angela Garcia, Kelvin Moore, Daniel Jenkins, Gregory Young

PUBLIC PARTICIPATION

President Gregory Young inquired if anyone from the public would like to speak. Member of the public Jeffrey Ferre gave public comment. No additional requests were received to speak via email or in-person, or on Zoom, therefore President Young closed the public comment period.

PRESENTATIONS

1. May Legislative Update from Tres Es

Tres Es Consultant Richard Polanco gave the report and PowerPoint presentation.

Board discussion included previous legislative discussions held during the Strategic Planning meeting; electric vehicle requirements and status on research to convert to electric fleet vehicles; current efforts by Assembly Member Eduardo Garcia on water resources and prioritizing water workforce and infrastructure; and the need to engage with Assembly Member Garcia on upcoming legislation as it is being drafted.

Director Hawkins requested further discussion in the External Affairs Committee on open meeting rules and other legislation. Director Angela Garcia concurred.

Board Secretary Elvia Dominguez then clarified that the next steps would be for the External Affairs Committee to discuss these items and return to the Board with an update.

CONSENT CALENDAR

WVWD

Minutes: 6/1/23

MOTION TO APPROVED CONSENT CALENDAR ITEMS #1 - #15

President Gregory Young requested further information on items #10-#13 for public awareness. Chief Financial Officer William Fox gave an overview on the items and kudos to Purchasing Supervisor Al Robles for his efforts.

Director Channing Hawkins motioned to adopt consent calendar items #1 - #15 and Director Angela Garcia seconded the motion. The following vote was taken:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Channing Hawkins, Director
SECONDER:	Angela Garcia, Director
AYES:	Channing Hawkins, Angela Garcia, Kelvin Moore, Daniel Jenkins, Gregory Young

1. May 4, 2023 - Regular Board Meeting Minutes
2. Approve Change Order No. 1 for \$75,620.50 for the Construction of the Santa Ana Avenue Transmission Main Project Phase II for C.P. Construction Co., Inc.
3. Purchase a Total Organic Carbon Analyzer
4. 2022 Water Quality Report Update
5. Funds Transfer Report - April 2023
6. Treasurer's Report - April 2023
7. Monthly Revenue & Expenditures Report - April 2023
8. Cash Disbursements Reports - April 2023
9. Purchase Order Report - April 2023
10. Three-Year Agreement for Uniforms, Mats and Cleaning Cloths with UniFirst
11. Three-Year Agreement for Gasoline and Diesel
12. Three-Year Agreement for Landscape Maintenance
13. Three-Year Agreement for Janitorial Services
14. Approve Legal Invoice Payment to Liebert Cassidy Whitmore for April 2023, Invoice #240723 for \$897.00, Invoice #240542 for \$726.00, and Invoice #240767 for \$3,575.70.
15. Approve Legal Invoice Payment to Atkinson Andelson Loya Ruud and Romo, Invoice #68127 for \$2,133.13.

BUSINESS MATTERS

16. ACWA Elections and Voting Delegate Selection

WVWD

Minutes: 6/1/23

Board Secretary Elvia Dominguez gave the report and PowerPoint presentation.

Board discussion included deadline for Board to select a delegate; clarification that if no selection is made by the deadline, the General Manager becomes the delegate.

Vice President Daniel Jenkins motioned to appoint President Gregory Young as voting delegate with a second by Director Hawkins.

RESULT:	APPROVED [5 TO 0]
MOVER:	Daniel Jenkins, Vice President
SECONDER:	Channing Hawkins, Director
AYES:	Channing Hawkins, Angela Garcia, Kelvin Moore Daniel Jenkins, Gregory Young

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

1. Board Members

President Gregory Young reported on his attendance at the Inland Solar Challenge and congratulated External Affairs for their efforts on a successful event; reminded the Board of efforts to set a date for the Fiscal Year Budget meeting; and reminded the Board on work being done to schedule the next round of discussion on the Strategic Plan.

Director Angela Garcia gave an update on the Water Education Water Awareness Committee (WEWAC) school scholarships and congratulated the recipient schools.

Director Channing Hawkins reported on his attendance at the Water Education for Latino Leaders (WELL) session and Fellowship graduation; reported on a Delta tour he attended; commented on a potential water forum related to the indigenous community.

Director Kelvin Moore also reported on his attendance at the Inland Solar Challenge and congratulated External Affairs for their efforts on the event.

2. General Manager

Chief Financial Officer William Fox reported on the procurement for General Counsel and reported that the Board gave staff direction to enter into a discussion with the selected firm.

3. Legal Counsel

Interim Counsel Vincent Ewing then reported the following: Interim General Counsel, Outside Counsel and staff met to discuss closed session items were considered, direction was given, and no action was taken.

ADJOURN

President Gregory Young adjourned the meeting at 8:53 p.m.

ATTEST:

Elvia Dominguez, Board Secretary

WVWD

Minutes: 6/1/23



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: July 6, 2023
TO: Board of Directors
FROM: John Thiel, General Manager
SUBJECT: APPROVE THE FUNDS TRANSFER REPORT - MAY 2023

BACKGROUND:

At the August 20, 2020, Board of Directors meeting, the WVWD Board of Directors approved and authorized the Chief Financial Officer to transfer funds in/out of the District's Chase account to/from the District's investment accounts to take advantage of potential interest earnings. At this meeting, the WVWD Board also requested that the CFO provide a detailed report to the Board of all transfers on a monthly basis and include this report in the monthly financial reports presented to the Board. May's Funds Transfer Report is attached as **Exhibit A**.

FISCAL IMPACT:

Potential interest earnings on funds invested/transferred.

STAFF RECOMMENDATION:

Approve the May 2023 Funds Transfer Report.
 Respectfully Submitted,

John Thiel

John Thiel, General Manager

JT;jv

ATTACHMENT(S):

1. Exhibit A - 2023 May Funds Transfer Report

MEETING HISTORY:

EXHIBIT A

Fund Transfer Detail May 2023

Date	Beginning Balances	Amount
5/17/2023	Chase Gen Checking	558,797.70
5/17/2023	LAIF	13,697,493.01

Date	Transfers	Amount
5/17/2023	LAIF → Chase Gen Checking	2,000,000.00

Date	**Ending Balances (After Transfers)	Amount
5/17/2023	Chase Gen Checking	2,558,797.70
5/17/2023	LAIF	11,697,493.01

***Ending balances may include other credits/deposits besides transfer amounts.*



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: July 6, 2023
TO: Board of Directors
FROM: John Thiel, General Manager
SUBJECT: TREASURER'S REPORT - MAY 2023

DISCUSSION:

West Valley Water District (“District”) contracts with the Clifton Larson Allen LLP to prepare West Valley Water District’s (WVWD) Investment report on a monthly basis. The District’s investment policy is in uniformity with the State of California’s Local Agency Investment Guidelines (Government Code Section 53601(b)). The Treasurer Report for the Month of May 2023 (**Exhibit A**) is presented to the Finance Committee for discussion.

FISCAL IMPACT:

Monthly Cost of \$2,625 was included in the FY 2022-23 annual budget.

STAFF RECOMMENDATION:

Approve the May 2023 Treasurer’s Report.
 Respectfully Submitted,

John Thiel

John Thiel, General Manager

JT:jv

ATTACHMENT(S):

1. Exhibit A - 2023 May Treasurer Report

MEETING HISTORY:

06/28/23 Finance Committee REFERRED TO BOARD

EXHIBIT A

**West Valley Water District
Cash, Investment & Reserve Balances - May 31, 2023**

Institution/Investment Type	April 2023 Balance	May 2023 Balance	OPERATING CASH	Minimum Balance	Target Balance	Maximum Balance
Funds Under Control of the District:			Balance Available for Daily Operations	\$ 40,782,048.67	\$ 31,699,544.38	\$ 16,694,540.09
District Cash Drawers	\$ 4,300.00	\$ 4,300.00	Total Operating Cash	\$ 40,782,048.67	\$ 31,699,544.38	\$ 16,694,540.09
	\$ 4,300.00	\$ 4,300.00	UNRESTRICTED RESERVES			
Checking and Savings:			CAPITAL RESERVES			
Chase - General Government Checking	\$ 2,038,398.73	\$ 2,515,820.66	Capital Project Account - 100% FY 22-23	\$ 7,334,500.00	\$ 7,334,500.00	\$ 10,000,000.00
Chase - Special Rebate Checking	\$ -	\$ -	Capital Project Account-80% FY 23-24	\$ 4,868,000.00	\$ 4,868,000.00	\$ 8,000,000.00
Chase - UTC Routine Checking	\$ 5,000.56	\$ 5,000.56	Administrative & General Account	\$ 1,582,998.10	\$ 1,582,998.10	\$ 1,582,998.10
Chase - UTC Non-Routine Checking	\$ 48,636.50	\$ 48,636.50		\$ 13,785,498.10	\$ 13,785,498.10	\$ 19,582,998.10
	\$ 2,092,035.79	\$ 2,569,457.72	LIQUIDITY FUNDS			
State of California, Local Agency Investment Fund*	\$ 13,697,493.01	\$ 11,697,493.01	Rate Stabilization Account	\$ 985,094.40	\$ 2,955,283.20	\$ 4,925,472.00
US Bank - Chandler Asset Mgmt	\$ 31,220,349.53	\$ 31,142,480.34	Operating Reserve Account	\$ 5,276,660.33	\$ 10,553,320.67	\$ 15,829,981.00
US Bank - Chandler Liquidity Fund	\$ 60,249,825.17	\$ 60,515,455.39	Emergency Account	\$ 1,335,655.16	\$ 2,671,310.31	\$ 4,006,965.47
CalTrust Pooled Investment Fund - Short Term	\$ 17,105,277.49	\$ 17,151,129.21	Water Banking Account	\$ 125,000.00	\$ 625,000.00	\$ 1,250,000.00
CalTrust Pooled Investment Fund - Medium Term	\$ -	\$ -		\$ 7,722,409.89	\$ 16,804,914.18	\$ 26,012,418.47
U. S. Treasury Bills			OTHER OPERATING RESERVES			
Government Agencies (Federal Home Loan Bank)	\$ -	\$ -	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	\$ 124,369,280.99	\$ 123,080,315.67	Total Unrestricted Reserves	\$ 26,507,907.99	\$ 35,590,412.28	\$ 50,595,416.57
Funds Under Control of Fiscal Agents:			Total OP Cash & UR Reserves	\$ 67,289,956.66	\$ 67,289,956.66	\$ 67,289,956.66
US BANK			RESTRICTED RESERVES			
2016A Bond - Principal & Payment Funds	\$ 52.13	\$ 154.21	2016A Bond	\$ 154.21	\$ 154.21	\$ 154.21
2016A Bond - Interest Fund	\$ -	\$ -	Customer Deposit Accounts	\$ 5,176,480.27	\$ 5,176,480.27	\$ 5,176,480.27
Total	\$ 52.13	\$ 154.21	Capacity Charge Acct Balance	\$ 47,613,878.74	\$ 47,613,878.74	\$ 47,613,878.74
Grand Total	\$ 124,369,333.12	\$ 123,080,469.88	CIP account in LAIF for capital purposes	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00
			Total Restricted Reserves	\$ 55,790,513.22	\$ 55,790,513.22	\$ 55,790,513.22
			Total Cash & Investments	\$ 123,080,469.88	\$ 123,080,469.88	\$ 123,080,469.88

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.

William Fox

 Chief Financial Officer

*Quarterly interest posted the month following the quarter end.

West Valley Water District Investment Memo – May 2023

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 (\$123,080,469.88) and April (\$124,369,333.12), CLA found the \$1,288,863.24 decreased fund balance between May and April.

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, 2023, CLA was able to confirm the District's cash and money-market securities were in accordance with the investment policy. CLA also conducted a review of the District's cash and money-market 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 \$25 billion with over thirty 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(I) and 53601.6(b)) for local government entities are also capped at 20%. The District's money market balance percentage as of May 31, 2023 is 0.33%. 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

West Valley Water District Investment Memo – May 2023

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, 2023, 54.91% of the District's total portfolio is invested in United States Treasury Issues. 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 CLA's analysis, the purchase dates for all medium-term notes fall within the five-year framework established in the investment policy.

Per Section 9.4 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, 2023. 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 6.64% of the District's total investment balance as of May 31, 2023. Therefore, the District is following both the investment policy and the State of California's standards.

West Valley Water District Investment Memo – May 2023

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 NRSRO’s as of May 31, 2023.

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 11.87% of the District’s total investment balance as of May 31, 2023. 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, 2023, the District’s Local Agency Investment Fund balance represents 9.50% 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 June 7, 2023, LAIF investments had a net-yield of 2.993%. Regarding portfolio composition, LAIF fund investments were split into the following categories (percentages may not total 100% due to rounding):

- Treasuries- 66.66%
- Agencies- 20.56%
- Certificates of Deposit/Bank Notes- 5.59%
- Commercial Paper- 3.94%
- Time Deposits- 2.84%
- Loans- 0.18%

West Valley Water District Investment Memo – May 2023

- Corporate Bonds- 0.23%

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. 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.

The Investment Trust of California (Cal TRUST)

The District maintains investments in the CalTRUST Short-Term Fund. For the month ending May 31, 2023 the Net Asset Value per share was \$10.00 (\$17,151,129.21 book value) for CalTRUST Short-Term Fund investments. Per the CalTRUST Month End Portfolio Statistics dated May 31, 2023, the credit rating for the Short-Term Fund is AAF, identifying the credit quality of the fund’s portfolio performance as very strong.

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, 2023, the District’s CalTRUST investment balance represents 13.93% 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, 2023, 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 \$1.5 million dollars which represents funding for one payroll, and one accounts payable check run. In CLA’s comparison between the District’s general checking account balances for May 2023 (\$2,515,820.66) and April 2023 (\$2,038,398.73), CLA observed an increase of \$477,422.93 was due to a few factors. The District transferred \$2 million from the LAIF account. The District then processed \$1.7 million in payments for the Zone 2 & 3 Transmission Main and the Roemer Expansion projects. Any remaining difference is due to normal monthly activity.

West Valley Water District Investment Memo – May 2023

During our review of the May 2023 Chase General Governmental Checking account bank statement, it was noted that there were 15 fraudulent activities the amount of \$20,692.37. 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.

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, the UTC Routine Checking account was \$5,000.56 and the UTC Non-Routine Checking account balance was \$48,636.50. The balances in both accounts went remained unchanged between May 2023 and April 2023. 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, Gaurda, 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 2023, 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, 2023 the District had 2.09% 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.

West Valley Water District Investment Memo – May 2023

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, 2023, the District had 0.0% 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, 2023, the District's investments in five securities categorized as supranationals was 0.71% 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.

West Valley Water District Reserve Memo – May 2023

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, 2023 ending balance of \$154.21 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 on 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 2023 Treasurer's Report reconciles with the District's general ledger. The May 31, 2023 balance of \$5,176,480.27 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 \$47,613,878.74 presented on the May 2023 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, currently there are no designations or allocations for District funding towards any Capital Improvement Projects.

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 80% of the amount estimated to be needed the following fiscal year." The District currently maintains a balance of \$12,202,500.00 (\$7,334,500.00 for fiscal year 2022-23 and \$4,868,000.00 for fiscal year 2023-24) in its

West Valley Water District Reserve Memo – May 2023

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, 2023 by comparing the board-approved Fiscal Year 2022-23 Mid-Year Capital Improvement Budget adjustments which indicates a total CIP (Operating Revenue + Capital Project Fund) for fiscal year 2022-23 of \$7,334,500.00. The reserve policy only requires the district to maintain 80% of the amount estimated to be needed the following fiscal year (2023-24) which amounts to \$4,868,000.00, therefore, the District meets the requirement indicated in its reserve policy.

Administrative & General Account – The administrative and general account is utilized to fund certain general, administration and overhead projects. While no specific target level has been earmarked for either project, the District hopes to maintain a minimum balance in the administrative and general account equal to 5% of its annual operating expenses. Per the FY 2022-23 board-approved budget, CLA can confirm the District has an operating expenses budget of \$31,659,962.37. As of May 31, 2023, the administrative and general account contains \$1,582,998.10 which satisfies the 5% minimum requirement of the District’s 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 5% of water sales. Per the FY 2022-23 board-approved budget, the District anticipates water revenues of \$19,701,887.62 for the current fiscal year. The District’s current balance of \$985,094.40 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 60 days of the District’s budgeted total operating expenses in this account. Per the FY 2022-23 board-approved budget, CLA can confirm the District has an operating expenses budget of \$31,659,962.37. As of May 31, 2023, the operating reserve account maintains a balance of \$5,276,660.33, which satisfies the requirements of the District’s reserve policy.

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, 2023 general ledger detail reporting provided by the District’s accounting staff, CLA was able to confirm that the District’s net assets total \$133,565,515.77. As of May 31, 2023, the emergency account represents a balance of \$1,335,655.16 or 1% of total net assets, allowing the District to meet its requirements for the reserve policy.

Water Banking Account – The District’s reserve policy states “The District will strive to maintain a minimum level equal to the cost of 1,000 acre-feet of water and a maximum amount equal to the cost of 10,000 acre-feet of water.” Per an invoice from the San Bernardino Valley Municipal Water District, CLA can confirm that the District currently pays \$125 per acre-feet of water. By maintaining a balance of \$125,000 in its Water Banking Account, the District is in adherence with its reserve policy.

West Valley Water District Reserve Memo – May 2023

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 and this amount is considered adequate based on conversations with the District’s CFO.

Balance Available for Daily Operations – This balance represents the District’s total cash balance less any fund requirements. For the month ending May 31, 2023, the District had a total of \$123,080,469.88 in various institutional accounts. The required reserve balances by type total \$82,298,421.21 and are categorized as follows:

- Restricted Funds- \$55,790,513.22
- Capital Reserve Funds- \$13,785,498.10
- Liquidity Funds- \$7,722,409.89
- Other Reserves- \$5,000,000.00

Based on the District’s Treasurer’s Report, which indicates a total cash balance of \$123,080,469.88 and fund requirements of \$82,298,421.21, the fund balance available for daily operations reconciles to the May 2023 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 2023 Treasurer’s Report. The Treasurer’s Report indicates that West Valley Water District’s total cash, investment, and reserve balances as of May 31, 2023 total \$123,080,469.88. 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, 2023

U.S. Bank - Chandler Asset Management		
Money Market	407,305.58	A
Commercial Paper	-	A
Federal Agency Obligations	14,613,176.45	A
U.S. Government	67,584,232.00	A
Corporate Bonds	8,176,284.20	A
Supranational	876,937.50	A
Negotiable CD	-	A
Total U.S. Bank - Chandler Asset Management Funds	91,657,935.73	

Checking and Savings		
Bank of Hope	-	B
Chase-1653 (Operating Account)	2,515,820.66	B
Chase-1368	5,000.56	B
Chase-1392	48,636.50	B
Chase-5993 (Rebate Account)	-	B
2016A Bond - Principal & Payment Funds	154.21	B
2016A Bond - Interest Fund	-	B
District Cash Drawers	4,300.00	C
Total Checking and Savings	2,573,911.93	

CalTRUST Short Term Fund	17,151,129.21	A
CalTRUST Medium Term Fund	-	A
LAIF	11,697,493.01	A
Total May 31, 2023 District Funds	123,080,469.88	

The balances indicated above are as of May 31, 2023

- 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 05/31/23, West Valley Water District is in compliance with its investment policy

Security Type	Maximum per Investment Policy	Balance
Commercial Paper	25%	-
Federal Agency Obligations	30%	14,613,176.45
U.S. Government	No Limit	67,584,232.00
LAIF	No Limit	11,697,493.01
CalTRUST	No Limit	17,151,129.21
Negotiable CD	30%	-
Medium Term Notes (Corporate Bonds)	30%	8,176,284.20
Money Market	20%	407,305.58
Bank Deposits	No Limit	2,573,911.93
Supranational	30%	876,937.50
		123,080,469.88
Funds Excluded from Policy	2016A	-
Total May 31, 2023 District Funds		123,080,469.88

Asset Class	May 2023 (% of Total Investments)	Maximum Portfolio (%)
Commercial Paper	0.00%	25%
Federal Agency Obligations	11.87%	30%
U.S. Government	54.91%	No Limit
LAIF	9.50%	No Limit
CalTRUST	13.93%	No Limit
Negotiable CD	0.00%	30%
Medium Term Notes (Corporate Bonds)	6.64%	30%
Money Market	0.33%	20%
Bank Deposits	2.09%	No Limit
Supranational	0.71%	30%

West Valley Water District
Bond Analysis
May 31, 2023

Liquidity Fund						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 05/31/23	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
Federal Farm Credit Bks - 313312HD5	4,768,336.80	P-1	Yes	4/5/2023	6/21/2023	0.2
U S Treasury Bill - 912796ZQ5	14,955,300.00	P-1	Yes	3/21/2023	6/22/2023	0.2
U S Treasury Bill - 912797FX0	14,916,900.00	P-1	Yes	3/21/2023	7/11/2023	0.3
U S Treasury Bill - 912797GU5	15,481,147.50	P-1	Yes	5/26/2023	9/26/2023	0.3
U S Treasury Bill - 912797FB8	10,041,822.50	P-1	Yes	4/21/2023	10/19/2023	0.5
First American Govt Obligation Fund Class Y - 31846V203	351,948.59	Aaa	Yes	various		
Total Liquidity Fund	60,515,455.39					

Money Market Fund						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 05/31/23	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
First American Govt Obligation Fund Class Y - 31846V203	55,356.99	Aaa	Yes	various		
Total Money Market	55,356.99					

Federal Agency Obligations						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 05/31/23	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
F H L M C - 3137EAENS	249,610.00	Aaa	Yes	8/7/2018	6/19/2023	4.8
F H L M C - 3137EAES4	179,328.60	NR	Yes	6/24/2020	6/26/2023	3.0
FFCB Note 3133EKZK5	248,140.00	Aaa	Yes	8/19/2019	8/14/2023	3.9
Federal Home Loan Bks - 313383YJ4	248,447.50	Aaa	Yes	11/29/2018	9/8/2023	4.7
F N M A - 3135G0U43	233,402.00	Aaa	Yes	9/12/2018	9/12/2023	4.9
FHLMC MTN- 3137EAEZ8	489,470.00	Aaa	Yes	10/7/2020	11/6/2023	3.0
F N M A - 3135G06H1	423,942.30	Aaa	Yes	11/23/2020	11/27/2023	3.0
FHLMC MTN- 3137EAF2	340,816.00	Aaa	Yes	12/2/2020	12/4/2023	3.0
Federal Home Loan Bks - 3130A0F70	237,758.40	Aaa	Yes	12/13/2018	12/8/2023	4.9
Federal Home Loan Bks - 3130AB3H7	185,835.20	Aaa	Yes	4/8/2019	3/8/2024	4.8
Federal Home Loan Bks - 3130A0XE5	246,135.00	Aaa	Yes	3/19/2019	3/8/2024	4.9
FFCB Note 3133EKNX0	243,227.50	Aaa	Yes	6/25/2019	6/3/2024	4.9
Federal Home Loan Bks - 3130A1XJ2	244,330.00	Aaa	Yes	6/12/2019	6/14/2024	4.9
F N M A - 3135G0V75	241,922.50	Aaa	Yes	7/8/2019	7/2/2024	4.9
FFCB- 3133EKP75	239,665.00	Aaa	Yes	10/15/2019	9/17/2024	4.9
F N M A - 3135G0W66	239,512.50	Aaa	Yes	10/17/2019	10/15/2024	4.9
Federal Farm Credit Bks - 3133ENS43	495,825.00	Aaa	Yes	10/20/2022	10/17/2024	2.0
Federal Farm Credit Bks - 3133ENZ94	497,805.00	Aaa	Yes	11/16/2022	11/18/2027	4.9
Federal Home Loan Bks - 3130ATUR6	598,332.00	Aaa	Yes	2/1/2023	12/13/2024	1.8
F N M A - 3135G0X24	90,539.75	Aaa	Yes	1/8/2020	1/7/2025	4.9
Federal Farm Credit Bks - 3133ENZ37	500,775.00	Aaa	Yes	11/3/2022	1/10/2025	2.2
Federal Home Loan Mortgage Company - 3137EAEPO	270,647.40	Aaa	Yes	2/13/2020	2/12/2025	4.9
F N M A Deb - 3135G03U5	158,110.20	Aaa	Yes	4/22/2020	4/22/2025	4.9
F N M A - 3135G04Z3	263,169.00	Aaa	Yes	6/17/2020	6/17/2025	4.9
F H L M C - 3137EAEU9	320,932.50	Aaa	Yes	7/21/2020	7/21/2025	4.9
F N M A - 3135G05X7	466,420.50	Aaa	Yes	10/6/2020	8/25/2025	4.8
Federal Home Loan Bks - 3130AJXA2	274,380.00	Aaa	Yes	10/7/2020	9/12/2025	4.9
FHLMC MTN - 3137EAEEX3	200,780.80	Aaa	Yes	9/23/2020	9/23/2025	4.9
F N M A - 3135G06G3	456,000.00	Aaa	Yes	11/1/2020	11/7/2025	4.9
Federal Home Loan Bks - 3130AKFA9	453,605.00	Aaa	Yes	12/16/2020	12/12/2025	4.9
Federal Home Loan Bks - 3130ATUS4	505,975.00	Aaa	Yes	1/31/2023	12/10/2027	4.8
Total Federal Agency Obligations	9,844,839.65					

Negotiable Certificate of Deposit						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 05/31/23	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
Total Negotiable Certificates of Deposit						

Commercial Paper						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 05/31/23	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
Total Commercial Paper						

Supranational						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 05/31/23	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)
International Finance Corp - 45950KCR9	238,552.50	Aaa	Yes	7/12/2021	10/16/2024	3.2
International Bank M T N - 459058JL8	182,990.00	Aaa	Yes	10/22/2020	10/28/2025	4.9
Inter American Devel Bk - 4581X0DV7	455,395.00	Aaa	Yes	4/13/2021	4/20/2026	5.0
Total Supranational	876,937.50					

U.S. Corporate						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 05/31/23	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)
Walmart Inc - 931142EK5	149,797.50	Aa2	Yes	6/26/2018	6/26/2023	4.9
Bank of NY Mellon Corp - 06406FAD5	297,621.00	A1	Yes	3/15/2021	8/16/2023	2.4
John Deere Capital Corp - 24422EVN6	325,191.20	A2	Yes	3/1/2021	1/17/2024	2.8
National Rural Util Coop - 637432NL5	196,258.00	A1	Yes	4/6/2022	2/7/2024	1.8
Charles Schwab Corp. - 808513BN4	100,846.20	A2	Yes	3/16/2021	3/18/2024	3.0
Amazon Com Inc. - 023135BW5	286,449.00	A1	Yes	5/10/2021	5/12/2024	3.0
Jpmorgan Chase Co - 46625HJX9	294,873.00	A1	Yes	12/5/2019	5/13/2024	4.4
Caterpillar Fini Service - 14913R2L0	296,146.10	A2	Yes	5/10/2021	5/17/2024	3.0
Salesforce Com Inc - 79466LAG9	47,561.50	A2	Yes	6/29/2021	7/15/2024	3.0
US Bancorp - 91159HHX1	144,213.00	A3	Yes	2/5/2021	7/30/2024	3.4
Paccar Financial Corp - 69371RR40	113,638.80	A1	Yes	8/3/2021	8/9/2024	3.0
Paccar Financial Corp - 69371RR73	226,476.55	A1	Yes	3/31/2022	4/7/2025	3.0
Pepsico Inc - 713448CT3	289,881.00	A1	Yes	10/31/2022	4/30/2025	2.5
Pfizer Inc Sr Glbl Nto - 717081EX7	116,085.00	A1	Yes	6/3/2020	5/28/2025	4.9
Microsoft Corp - 594918BJ2	388,952.00	Aaa	Yes	1/20/2023	11/3/2025	2.7
State Str Corp - 857477BR3	75,184.00	A1	Yes	2/27/2022	2/6/2026	3.9
Apple Inc. - 037833EB2	159,138.00	Aaa	Yes	2/5/2021	2/8/2026	4.9
Unitedhealth Group Inc. - 91324PEC2	54,631.20	A3	Yes	6/16/2021	5/15/2026	4.8
Walmart Inc - 931142ER0	54,064.80	Aa2	Yes	9/8/2021	9/17/2026	5.0
Honeywell International - 438516BL9	283,044.00	A2	Yes	12/13/2022	11/1/2026	3.8
Duke Energy Carolinas - 26442CAS3	283,335.00	Aa3	Yes	10/28/2022	12/1/2026	4.0
Target Corp - 87612EBM7	128,996.00	A2	Yes	1/19/2022	1/15/2027	4.9
Procter Gamble Co The - 742718FV6	277,791.00	Aa3	Yes	2/1/2022	2/1/2027	4.9
Charles Schwab Corp - 808513BY0	85,012.65	A2	Yes	3/1/2022	3/3/2027	4.9
Berkshire Hathaway Fin - 084664CZ2	264,821.20	Aa2	Yes	3/7/2022	3/15/2027	5.0
Blackrock Inc - 09247XAN1	240,310.00	Aa3	Yes	4/27/2022	3/15/2027	4.8
Northern Tr Corp Sr Nt - 665859AW4	291,654.00	A2	Yes	5/5/2022	5/10/2027	4.9
Unitedhealth Group Inc - 91324PEG3	297,890.45	A3	Yes	5/17/2022	5/15/2027	4.9
Walmart Inc - 931142EX7	248,572.50	Aa2	Yes	9/12/2022	9/9/2027	4.9
Apple Inc - 037833DK3	238,620.00	Aaa	Yes	2/1/2023	11/13/2027	4.7
Toyota Mtr Cr Corp - 89236TKQ7	355,465.05	A1	Yes	1/9/2023	1/12/2028	4.9
Mastercard Incorporated - 57636QAW4	409,936.00	Aa3	Yes	3/9/2023	3/9/2028	4.9
Merck Co Inc - 58933YBH7	397,836.00	A1	Yes	5/17/2023	5/17/2028	5.0
Toronto Dominion Bank - 89114QCA4	291,210.00	A1	Yes	4/23/2021	6/12/2024	3.1
Bank of Montreal - 06367WB85	234,197.50	A2	Yes	8/6/2021	5/1/2025	3.7
Royal Bank of Canada - 78015K7H1	230,585.00	A1	Yes	5/20/2021	6/10/2025	4.0
Total U.S. Corporate	8,176,284.20					

U.S. Government						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 05/31/23	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)
U.S. Treasury Note - 912828V80	244,970.00	Aaa	Yes	4/29/2019	1/31/2024	4.7
U.S. Treasury Note - 912828X70	242,705.00	Aaa	Yes	9/5/2019	4/30/2024	4.6
U.S. Treasury Note - 9128282U3	168,465.50	Aaa	Yes	12/30/2019	8/31/2024	4.6
U.S. Treasury Note - 912828YM6	477,500.00	Aaa	Yes	12/9/2020	10/31/2024	3.8
U.S. Treasury Note - 912828YV6	238,330.00	Aaa	Yes	12/11/2019	11/30/2024	4.9
U.S. Treasury Note - 912828Z52	474,065.00	Aaa	Yes	5/9/2021	1/31/2025	3.7
U.S. Treasury Note- 912828ZF0	465,060.00	Aaa	Yes	2/24/2021	3/31/2025	4.0
U.S. Treasury Note - 912828ZL7	462,815.00	Aaa	Yes	1/13/2021	4/30/2025	4.2
U.S. Treasury Note - 912828ZT0	460,470.00	Aaa	Yes	12/16/2020	5/31/2025	4.4
U.S. Treasury Note - 91282CAB7	458,320.00	Aaa	Yes	12/16/2020	7/31/2025	4.6
U.S. Treasury Note - 91282CAJ0	457,090.00	Aaa	Yes	12/1/2020	8/31/2025	4.7
U.S. Treasury Note - 91282CAT8	454,940.00	Aaa	Yes	12/1/2020	10/31/2025	4.8
U.S. Treasury Note - 91282CBC4	454,725.00	Aaa	Yes	1/8/2021	12/31/2025	4.9
U.S. Treasury Note - 91282CBH3	453,205.00	Aaa	Yes	2/16/2021	1/31/2026	4.9
U.S. Treasury Note - 91282CBQ3	453,555.00	Aaa	Yes	3/4/2021	2/28/2026	4.9
U.S. Treasury Note - 91282CCF6	226,952.50	Aaa	Yes	6/28/2021	5/31/2026	4.9
U.S. Treasury Note- 91282CCP4	450,060.00	Aaa	Yes	9/17/2021	7/31/2026	4.8
U.S. Treasury Note - 91282CCW9	450,800.00	Aaa	Yes	11/29/2021	8/31/2026	4.7
U.S. Treasury Note- 91282CCZ2	452,130.00	Aaa	Yes	12/15/2021	9/30/2026	4.7
U S Treasury Note - 91282CDK4	455,955.00	Aaa	Yes	10/20/2022	11/30/2026	4.1
U S Treasury Note - 91282CEF4	474,905.00	Aaa	Yes	11/2/2022	3/31/2027	4.4
U.S. Treasury Note - 91282CEN7	478,885.00	Aaa	Yes	6/6/2022	4/30/2027	4.8
U S Treasury Note - 91282CET4	428,764.50	Aaa	Yes	7/8/2022	5/31/2027	4.8
U S Treasury Note - 91282CEW7	487,870.00	Aaa	Yes	10/20/2022	6/30/2027	4.6
U S Treasury Note - 91282CFH9	237,821.50	Aaa	Yes	10/6/2022	8/31/2027	4.8
U S Treasury Note - 91282CFM8	504,905.00	Aaa	Yes	10/24/2022	9/30/2027	4.9
U S Treasury Note - 91282CFU0	505,155.00	Aaa	Yes	11/18/2022	10/31/2027	4.9
U S Treasury Note - 9128283F5	467,755.00	Aaa	Yes	11/28/2022	11/15/2027	4.9
U S Treasury Note - 91282CGC9	600,888.00	Aaa	Yes	1/26/2023	12/31/2027	4.9
Total U.S. Government	12,189,062.00					

US Bank - Chandler Asset Mgmt
 May 2023 Bond Total per Treasurer's Report 31,142,480.34
 Total Per May 2023 Chandler Statement 31,142,480.34
 Variance -

US Bank - Chandler Liquidity Fund
 May 2023 Bond Total per Treasurer's Report 60,515,455.39
 Total Per May 2023 Chandler Statement 60,515,455.39
 Variance -



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: July 6, 2023
TO: Board of Directors
FROM: John Thiel, General Manager
SUBJECT: APPROVE MONTHLY REVENUE & EXPENDITURES REPORT - MAY 2023

BACKGROUND:

The Board of Directors requested the Monthly Financial Status 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 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. 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. 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 May 31. The encumbrance column represents funds encumbered with a purchase order that's not spent but committed. The percent column represents the percentage of the current budget that has been received (Revenue) or utilized (Expenditure).

FISCAL IMPACT:

There is no fiscal impact for producing the May 2023 Monthly Revenue & Expenditure Report.

STAFF RECOMMENDATION:

Approve the May 2023 Monthly Revenue & Expenditure Report.
 Respectfully Submitted,

John Thiel

John Thiel, General Manager

JT:jv

ATTACHMENT(S):

1. Exhibit A - 2023 May Monthly Revenue & Expenditure Report

MEETING HISTORY:

06/28/23 Finance Committee REFERRED TO BOARD

EXHIBIT A



West Valley Water District, CA

Budget Report

Group Summary

For Fiscal: 2022-2023 Period Ending: 05/31/2023

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Revenue							
4000 - Water consumption sales	19,701,888.00	19,701,888.00	1,597,636.44	15,846,794.99	0.00	-3,855,093.01	80.43 %
4010 - Water service charges	8,168,023.00	8,168,023.00	854,412.24	7,750,495.60	0.00	-417,527.40	94.89 %
4020 - Other operating revenue	3,967,920.00	3,967,920.00	562,980.32	3,166,848.10	0.00	-801,071.90	79.81 %
4030 - Property Taxes	3,069,566.00	3,069,566.00	697,772.02	3,744,520.25	0.00	674,954.25	121.99 %
4040 - Interest & Investment Earnings	350,000.00	350,000.00	234,236.52	3,101,908.53	0.00	2,751,908.53	886.26 %
4050 - Rental Revenue	36,303.00	36,303.00	3,276.20	35,181.25	0.00	-1,121.75	96.91 %
4060 - Grants and Reimbursements	127,892.00	127,892.00	2,380.00	267,953.19	0.00	140,061.19	209.52 %
4070 - Gain on Sale of Capital Assets	0.00	0.00	0.00	735,493.68	0.00	735,493.68	0.00 %
4080 - Other Non-Operating Revenue	15,783.00	15,783.00	1,000.00	10,420,618.71	0.00	10,404,835.71	156,024.32 %
Revenue Total:	35,437,375.00	35,437,375.00	3,953,693.74	45,069,814.30	0.00	9,632,439.30	127.18 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Expense							
5110 - Source Of Supply	2,530,789.00	2,475,485.00	216,474.78	1,621,962.86	27,675.00	825,847.14	66.64 %
5210 - Production	4,403,550.00	4,990,550.00	326,968.12	3,671,142.63	89,273.09	1,230,134.28	75.35 %
5310 - Water Quality	772,375.00	702,375.00	53,674.23	492,463.72	18,970.00	190,941.28	72.81 %
5320 - Water Treatment - Perchlorate	550,000.00	305,000.00	16,444.98	198,475.26	16,741.76	89,782.98	70.56 %
5350 - Water Treatment - FBR/FXB	2,204,600.00	2,091,600.00	164,702.28	1,691,527.58	155,355.10	244,717.32	88.30 %
5390 - Water Treatment - Roemer/Arsenic	1,944,210.00	1,993,210.00	152,057.16	1,532,726.87	195,486.43	264,996.70	86.71 %
5410 - Maintenance - T & D	2,545,250.00	2,695,250.00	304,241.34	2,215,910.90	136,855.71	342,483.39	87.29 %
5510 - Customer Service	1,323,600.00	1,371,600.00	86,107.13	1,048,346.29	0.00	323,253.71	76.43 %
5520 - Meter Reading	1,154,500.00	1,154,500.00	96,273.00	857,567.39	19,770.06	277,162.55	75.99 %
5530 - Billing	537,700.00	551,200.00	45,707.75	464,789.24	13,725.32	72,685.44	86.81 %
5610 - Administration	2,512,301.00	2,375,291.00	87,980.04	1,339,322.89	92,029.26	943,938.85	60.26 %
5615 - General Operations	3,378,372.00	3,375,372.00	124,554.07	2,573,227.26	84,429.80	717,714.94	78.74 %
5620 - Accounting	974,443.00	960,943.00	74,363.05	776,183.02	3,500.00	181,259.98	81.14 %
5630 - Engineering	1,793,120.00	1,785,120.00	116,653.59	1,438,939.71	13,887.99	332,292.30	81.39 %
5640 - Business Systems	1,369,630.00	1,396,630.00	76,357.52	1,040,744.23	82,832.05	273,053.72	80.45 %
5645 - GIS	285,830.00	259,050.00	12,658.55	186,448.99	25,260.00	47,341.01	81.73 %
5650 - Board Of Directors	304,900.00	304,900.00	20,414.42	228,781.89	8,174.99	67,943.12	77.72 %
5660 - Human Resources/Risk Management	964,580.00	937,950.00	47,812.29	577,807.47	119,330.00	240,812.53	74.33 %
5680 - Purchasing	667,300.00	667,300.00	49,534.86	490,476.70	0.00	176,823.30	73.50 %
5710 - Public Affairs	1,362,912.00	1,236,636.00	136,795.39	739,053.63	134,177.83	363,404.54	70.61 %
5720 - Grants & Rebates	80,000.00	30,000.00	8,964.00	32,369.46	0.00	-2,369.46	107.90 %
6200 - Interest Expense	888,300.00	888,300.00	0.00	640,577.04	0.00	247,722.96	72.11 %
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	0.00	0.00	712,500.00	0.00	-712,500.00	0.00 %
Expense Total:	32,554,877.00	32,554,877.00	2,218,738.55	24,571,345.03	1,237,474.39	6,746,057.58	79.28 %
Report Surplus (Deficit):	2,882,498.00	2,882,498.00	1,734,955.19	20,498,469.27	-1,237,474.39	16,378,496.88	668.20 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)
100 - Water Operations Fund	2,882,498.00	2,882,498.00	1,734,955.19	20,498,469.27	-1,237,474.39	16,378,496.88
Report Surplus (Deficit):	2,882,498.00	2,882,498.00	1,734,955.19	20,498,469.27	-1,237,474.39	16,378,496.88



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: July 6, 2023
TO: Board of Directors
FROM: John Thiel, General Manager
SUBJECT: CASH DISBURSEMENTS REPORTS - MAY 2023

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 on a monthly basis.

DISCUSSION:

Each month, the Accounting Department provides a complete listing of all 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 May 2023 Cash Disbursement Reports.

STAFF RECOMMENDATION:

Approve the May 2023 Cash Disbursement Reports.
Respectfully Submitted,

John Thiel

John Thiel, General Manager

JT:jv

ATTACHMENT(S):

1. Exhibit A - 2023 May Cash Disbursements Board Report
2. Exhibit B - 2023 May Cash Disbursements Payroll Board Report

MEETING HISTORY:

06/28/23 Finance Committee REFERRED TO BOARD

EXHIBIT A

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
May 2023

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
6954	ABF PRINTS INC	PRODUCTION SUPPLIES	\$ 70.04	
6955	AIR & HOSE SOURCE INC	PRODUCTION SUPPLIES	\$ 170.39	
6956	ALBERT A WEBB ASSOCIATES	18" Trans Main Crossing I15_Citrus to Lytle Creek		\$ 2,248.00
6957	BOOT BARN INC	SAFETY BOOTS-J BARFIELD	\$ 200.00	
6957	BOOT BARN INC	SAFETY BOOTS-GILBERT OLIVAREZ	\$ 225.00	
6957	BOOT BARN INC	SAFETY BOOTS-JAROLD HILL	\$ 225.00	
6957	BOOT BARN INC	SAFETY BOOTS-ROBERT TEETER	\$ 225.00	
6957	BOOT BARN INC	SAFETY BOOTS-CLIFF RAY	\$ 180.24	
6958	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 36.75	
6958	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 1,047.75	
6958	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 56.75	
6958	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 56.75	
6958	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 69.25	
6958	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 706.75	
6958	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 720.00	
6958	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 13.50	
6958	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 6.75	
6958	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 6.75	
6958	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 20.25	
6958	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 249.50	
6958	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 108.00	
6958	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 249.50	
6958	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 113.25	
6958	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 15.00	
6958	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 88.50	
6958	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 15.00	
6958	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 15.00	
6959	CP CONSTRUCTION CO INC	Construction Services		\$ 535,250.00
6959	CP CONSTRUCTION CO INC	RETENTION-W17035	\$ (26,762.50)	
6960	DAVID N M TURCH	Federal Lobbyist Services-2/9/23-3/8/23	\$ 12,500.00	
6961	FASTENAL COMPANY	OFFICE SUPPLIES	\$ 446.40	
6961	FASTENAL COMPANY	SHOP SUPPLIES	\$ 326.41	
6962	HASA INC.	CHEMICALS-WELL#30	\$ 349.09	
6962	HASA INC.	CHEMICALS-WELL#15	\$ 325.02	
6962	HASA INC.	CHEMICALS-WELL#54	\$ 211.86	
6962	HASA INC.	CHEMICALS-WELL#24	\$ 185.37	
6962	HASA INC.	CHEMICALS-WELL#24	\$ 168.52	
6962	HASA INC.	CHEMICALS-WELL#8	\$ 252.79	
6962	HASA INC.	CHEMICALS-WELL#30	\$ 240.75	
6962	HASA INC.	CHEMICALS-WELL#15	\$ 120.37	
6962	HASA INC.	CHEMICALS-WELLS#30	\$ 217.07	
6962	HASA INC.	CHEMICALS-WELLS#30	\$ 95.90	
6962	HASA INC.	CHEMICALS-WELL#15	\$ 192.60	
6962	HASA INC.	CHEMICALS-WELL#8	\$ 167.87	
6962	HASA INC.	CHEMICALS-WELL#5	\$ 361.12	
6962	HASA INC.	CHEMICALS-WELL#24	\$ 192.60	
6962	HASA INC.	CHEMICALS-WELL#54	\$ 288.90	
6962	HASA INC.	CHEMICALS-PERCHLORATE WELL#42	\$ 481.50	
6963	LEASE PLAN USA INC	Mechanic Repairs for Fleet	\$ 7,857.98	
6964	MCMaster-CARR SUPPLY COMPANY	FBR SUPPLIES	\$ 622.17	
6964	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 380.43	
6964	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 93.03	
6964	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 246.41	
6964	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 147.61	
6964	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 330.29	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
May 2023

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
6964	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 183.98	
6964	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 210.41	
6964	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 350.50	
6964	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 888.17	
6964	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 198.23	
6964	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 70.19	
6965	RECYCLED AGGREGATE MATERIALS CO INC	SHOP SUPPLIES	\$ 75.83	
6965	RECYCLED AGGREGATE MATERIALS CO INC	SHOP SUPPLIES	\$ 260.00	
6965	RECYCLED AGGREGATE MATERIALS CO INC	SHOP SUPPLIES	\$ 39.00	
6965	RECYCLED AGGREGATE MATERIALS CO INC	SHOP SUPPLIES	\$ 356.43	
6965	RECYCLED AGGREGATE MATERIALS CO INC	Disposal of Excavated materials	\$ 2,100.00	
6966	SB VALLEY MUNICIPAL	BASELINE FEEDER ELECTRIC-3/1/23-3/29/23	\$ 38,274.78	
6967	STERLING WATER TECHNOLOGIES LLC	E38 Polymer for FBR	\$ 5,014.97	
6968	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.49	
6968	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.93	
6968	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.70	
6968	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 8.46	
6968	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.75	
6968	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.61	
6968	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.86	
6968	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.83	
6968	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 6.86	
6968	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 5.95	
6968	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 5.93	
6968	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 9.75	
6968	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 6.71	
6968	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 6.82	
6968	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 7.04	
6968	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 9.75	
6968	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 151.32	
6968	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 151.32	
6968	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 151.32	
6968	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.05	
6968	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.55	
6968	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.94	
6968	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.04	
6968	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 9.75	
6968	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.94	
6968	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.30	
6968	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.04	
6968	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.95	
6968	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.47	
6968	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.04	
6968	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 12.56	
6968	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.59	
6968	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.84	
6968	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 9.75	
6968	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.98	
6968	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.02	
6968	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.49	
6968	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.56	
6968	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.59	
6968	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.96	
6968	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 7.32	
6968	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 9.75	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
May 2023

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
6968	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.94	
6968	UNIFIRST CORPORATION	JANITORIAL SERVICES-HQ	\$ 246.46	
6968	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 6.05	
6968	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 9.75	
6968	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 5.87	
6968	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 6.61	
6968	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 8.38	
6968	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 6.72	
6968	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 9.75	
6970	BRENNTAG PACIFIC INC	Acetic Acid for FBR	\$ 34,590.91	
6971	CHANDLER ASSET MANAGEMENT	SERVICES -APRIL 2023	\$ 5,880.56	
6972	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 13.50	
6972	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 44.25	
6972	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 44.25	
6972	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 48.50	
6972	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 54.25	
6972	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 69.25	
6972	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 39.25	
6972	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 20.25	
6972	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 182.25	
6972	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 6.75	
6972	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 128.25	
6972	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 22.50	
6972	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 56.25	
6972	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 211.50	
6972	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 250.00	
6972	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 36.00	
6972	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 36.00	
6972	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 249.50	
6972	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 80.00	
6972	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 113.25	
6972	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 15.00	
6972	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 15.00	
6973	HARTLEY, MARY JO	CAPIO ANNUAL CONF-MONTEREY	\$ 995.31	
6974	HASA INC.	CHEMICALS-BLF	\$ 1,805.62	
6974	HASA INC.	CHEMICALS-BLF	\$ 1,444.49	
6975	INFOSEND INC	February Newsletter	\$ 1,948.59	
6975	INFOSEND INC	March Newsletter	\$ 1,462.72	
6976	LIEBERT CASSIDY WHITMORE	LEGAL FEES	\$ 1,491.50	
6976	LIEBERT CASSIDY WHITMORE	LEGAL FEES	\$ 4,170.50	
6976	LIEBERT CASSIDY WHITMORE	LEGAL FEES	\$ 42.50	
6977	LIZETT SANTORO	EARTH DAY SUPPLIES	\$ 40.41	
6978	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 324.10	
6979	PCL CONSTRUCTION INC	Design and Construction of Roemer Upgrade		\$ 645,000.00
6979	PCL CONSTRUCTION INC	RETENTION	\$ (32,250.00)	
6980	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.61	
6980	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.75	
6980	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.86	
6980	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.70	
6980	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.93	
6980	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.83	
6980	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.49	
6980	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 8.46	
6980	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY SUPPLIES	\$ 5.93	
6980	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY SUPPLIES	\$ 5.95	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
May 2023

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
6980	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY SUPPLIES	\$ 9.75	
6980	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY SUPPLIES	\$ 6.86	
6980	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 6.82	
6980	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 6.71	
6980	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 9.75	
6980	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 7.04	
6980	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 157.42	
6980	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 157.42	
6980	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.94	
6980	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 9.75	
6980	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.04	
6980	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.55	
6980	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.05	
6980	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.30	
6980	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.04	
6980	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.04	
6980	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.94	
6980	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.98	
6980	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.47	
6980	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 12.56	
6980	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 9.75	
6980	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.49	
6980	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.59	
6980	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.84	
6980	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.95	
6980	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.02	
6980	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.94	
6980	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.96	
6980	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.56	
6980	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 9.75	
6980	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 7.32	
6980	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.59	
6980	UNIFIRST CORPORATION	JANITORIAL SERVICES	\$ 246.46	
6980	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 6.05	
6980	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 5.87	
6980	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 9.75	
6980	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 6.61	
6980	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 6.72	
6980	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 8.38	
6980	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 9.75	
6982	BOOT BARN INC	SAFETY BOOTS REIMB-MATTHEW SMITH	\$ 120.16	
6982	BOOT BARN INC	SAFETY BOOTS-MOSES RAMIREZ	\$ 147.89	
6983	CALIFORNIA LANDSCAPE & DESIGN INC.	Landscape Maintenance Services-APRIL 2023	\$ 5,833.00	
6983	CALIFORNIA LANDSCAPE & DESIGN INC.	Landscape Maintenance Services-APRIL 2023	\$ 1,667.00	
6984	CDW GOVERNMENT INC	Computer Network upgrade Parts	\$ 117.36	
6984	CDW GOVERNMENT INC	Laptop Computer replacments 2023	\$ 551.72	
6985	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 31.50	
6985	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 1,335.75	
6985	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 13.50	
6985	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 6.75	
6985	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 6.75	
6985	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 13.50	
6985	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 56.25	
6985	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 22.50	
6985	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 147.75	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
May 2023

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
6985	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 167.50	
6985	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 295.25	
6985	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 249.50	
6985	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELL #6	\$ 165.75	
6985	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 167.50	
6985	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 35.00	
6985	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 497.75	
6985	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 197.50	
6985	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 65.00	
6985	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 113.25	
6985	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 80.00	
6986	CP CONSTRUCTION CO INC	Construction Services		\$ 644,050.00
6986	CP CONSTRUCTION CO INC	RETENTION	\$ (32,202.50)	
6987	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 34.50	
6987	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 827.50	
6987	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 448.50	
6987	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 172.50	
6987	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 135.00	
6987	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 69.00	
6987	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 69.00	
6987	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 209.00	
6987	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 204.50	
6987	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 34.50	
6987	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 172.50	
6987	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 135.00	
6987	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 204.50	
6987	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 209.00	
6987	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 69.00	
6987	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 827.50	
6987	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 34.50	
6987	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 69.00	
6987	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 34.50	
6987	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 448.50	
6988	DIAMOND ENVIRONMENTAL SERVICES LLC	PORTABLE RESTROOM RENTAL-10272 CEDAR	\$ 129.95	
6988	DIAMOND ENVIRONMENTAL SERVICES LLC	PORTABLE RESTROOM RENTAL-18451 VINEYARD	\$ 129.95	
6989	ERS INDUSTRIAL SERVICES INC.	Filter #1 & #6 Media Replacement & Recoating Proj		\$ 219,688.84
6989	ERS INDUSTRIAL SERVICES INC.	Filter #1 & #6 Media Replacement & Recoating Proj		\$ 37,323.45
6989	ERS INDUSTRIAL SERVICES INC.	Filter #1 & #6 Media Replacement & Recoating Proj		\$ 183,792.33
6989	ERS INDUSTRIAL SERVICES INC.	CREDIT		\$ (1,574.00)
6989	ERS INDUSTRIAL SERVICES INC.	RETENTION	\$ (12,850.61)	
6990	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 231.59	
6990	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 340.92	
6990	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 390.43	
6990	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 381.39	
6990	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 228.53	
6990	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 310.84	
6990	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 292.44	
6990	FASTENAL COMPANY	SHOP SUPPLIES	\$ 203.41	
6991	GENERAL PUMP COMPANY INC	Replace mechanical seal on Influent pump 2	\$ 9,042.78	
6992	HASA INC.	CHEMICALS-PERCHLORATE	\$ 288.90	
6993	HAZZARD BACKFLOW INC	ANNUAL BACKFLOW TEST	\$ 275.00	
6993	HAZZARD BACKFLOW INC	ANNUAL BACKFLOW TEST	\$ 990.00	
6993	HAZZARD BACKFLOW INC	HYDRANT TEST	\$ 110.00	
6993	HAZZARD BACKFLOW INC	BACKFLOW REPAIR	\$ 585.00	
6993	HAZZARD BACKFLOW INC	ANNUAL BACKFLOW TEST	\$ 220.00	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
May 2023

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
6993	HAZZARD BACKFLOW INC	HYDRANT TEST	\$ 100.00	
6993	HAZZARD BACKFLOW INC	HYDRANT TEST	\$ 100.00	
6994	INFOSEND INC	Postage/Printing for Customer Bills-APRIL 2023	\$ 4,142.83	
6994	INFOSEND INC	Postage/Printing for Customer Bills-APRIL 2023	\$ 13,366.50	
6995	MCMMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	\$ 872.42	
6995	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 300.32	
6995	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 738.67	
6995	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 849.10	
6995	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 58.56	
6995	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 432.58	
6996	PANTALEON, SOCORRO	CAPIO CONFERENCE MONTEREY	\$ 945.10	
6996	PANTALEON, SOCORRO	EARTH DAY BOOTH SNACKS/DRINKS	\$ 295.59	
6996	PANTALEON, SOCORRO	EARTH DAY BOOTH SNACKS/DRINKS	\$ 91.91	
6997	RECYCLED AGGREGATE MATERIALS CO INC	SHOP SUPPLIES	\$ 182.22	
6998	SAFETY COMPLIANCE COMPANY	FIELD SAFETY MTG 4/11/23	\$ 225.00	
6998	SAFETY COMPLIANCE COMPANY	OFFICE SAFETY MTG 4/11/23	\$ 200.00	
6998	SAFETY COMPLIANCE COMPANY	FORK LIFT CERTIFICATIONS (5)	\$ 325.00	
6998	SAFETY COMPLIANCE COMPANY	FIELD SAFETY MTG 4/25/23	\$ 225.00	
6999	TOM DODSON & ASSOCIATES	24in Transmis Main on Pepper Ave & I-10Fwy Railway		\$ 390.00
7000	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.70	
7000	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.86	
7000	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 8.46	
7000	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.93	
7000	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.75	
7000	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.61	
7000	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.83	
7000	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.49	
7000	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 5.93	
7000	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 5.95	
7000	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 9.75	
7000	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 6.86	
7000	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 6.82	
7000	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 7.04	
7000	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 9.75	
7000	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 6.71	
7000	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 157.42	
7000	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 9.75	
7000	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.05	
7000	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.94	
7000	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.55	
7000	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.04	
7000	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.30	
7000	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 9.75	
7000	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 12.56	
7000	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.84	
7000	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.04	
7000	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.04	
7000	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.59	
7000	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.94	
7000	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.47	
7000	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.95	
7000	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.02	
7000	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.49	
7000	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.98	
7000	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.94	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
7000	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 9.75	
7000	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 7.32	
7000	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.59	
7000	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.56	
7000	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.96	
7000	UNIFIRST CORPORATION	JANITORIAL SERVICES-HQ	\$ 246.46	
7000	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 9.75	
7000	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 5.87	
7000	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 6.05	
7000	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 9.75	
7000	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 8.38	
7000	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 6.61	
7000	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 6.72	
7002	ACWA /JPIA	Retiree - Health Benefits for April 2023	\$ 16,613.17	
7002	ACWA /JPIA	Retiree - Health Benefits for April 2023	\$ 1,977.88	
7002	ACWA /JPIA	Retiree - Health Benefits for April 2023	\$ 614.22	
7003	CABLE AND CONNECTIVITY SOLUTIONS LLC	PRODUCTION SUPPLIES	\$ 227.00	
7004	CALIFORNIA LANDSCAPE & DESIGN INC.	Landscape Maintenance Services-MARCH 2023	\$ 5,833.00	
7004	CALIFORNIA LANDSCAPE & DESIGN INC.	Landscape Maintenance Services-MARCH 2023	\$ 1,667.00	
7005	CAROLLO ENGINEERS INC	WIFIA and SRF Loan Application - Roemer Expansion		\$ 933.50
7005	CAROLLO ENGINEERS INC	WIFIA and SRF Loan Application - Roemer Expansion		\$ 657.50
7006	CED CREDIT OFFICE	Electrical enclosure	\$ 1,160.83	
7007	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 13.50	
7007	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 706.75	
7007	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 575.25	
7007	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 33.25	
7007	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 33.25	
7007	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 6.75	
7007	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 40.50	
7007	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 6.75	
7007	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 128.25	
7007	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 22.50	
7007	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 37.50	
7007	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 182.25	
7007	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 6.75	
7007	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 15.75	
7007	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 15.75	
7007	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 33.75	
7007	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 6.75	
7007	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 15.75	
7007	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 211.50	
7007	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELL#11	\$ 165.75	
7007	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 169.25	
7007	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 35.00	
7007	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 15.00	
7007	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 15.00	
7007	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 15.00	
7007	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 15.00	
7008	CRB SECURITY SOLUTIONS	Upgrade alarm panels to 5G (Phase 2)	\$ 10,878.73	
7008	CRB SECURITY SOLUTIONS	Printable Proximity Cards	\$ 1,154.56	
7009	DAVID N M TURCH	Federal Lobbyist Services- 3/9/23-4/8/23	\$ 12,500.00	
7010	FAST SIGNS	DISTRICT MAINTENANCE	\$ 174.00	
7011	GENERAL PUMP COMPANY INC	Installation of hydr generator 1	\$ 6,137.00	
7012	HASA INC.	CHEMICALS-ROEMER	\$ 5,076.96	
7012	HASA INC.	CHEMICALS-ROEMER	\$ 4,968.94	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
7013	LEASE PLAN USA INC	Mechanic Repairs for Fleet-APRIL 2023	\$ 8,061.22	
7014	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	\$ 39.49	
7014	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 170.02	
7014	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 282.50	
7014	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 137.50	
7015	SB VALLEY MUNICIPAL	BLF ELECTRIC BILL-DEC 2022	\$ 73,587.88	
7015	SB VALLEY MUNICIPAL	BLF ELECTRIC BILL-JANUARY 2023	\$ 71,553.90	
7016	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.49	
7016	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.61	
7016	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.75	
7016	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 8.46	
7016	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.83	
7016	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.70	
7016	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.93	
7016	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.86	
7016	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 5.95	
7016	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 6.86	
7016	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 9.75	
7016	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 5.93	
7016	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 62.07	
7016	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 9.75	
7016	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 7.04	
7016	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 6.82	
7016	UNIFIRST CORPORATION	JANITORIAL-ROEMER	\$ 157.42	
7016	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 9.75	
7016	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 6.05	
7016	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 6.55	
7016	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 6.94	
7016	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 7.04	
7016	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.04	
7016	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.02	
7016	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.04	
7016	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.94	
7016	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.47	
7016	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.84	
7016	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 61.31	
7016	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.49	
7016	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.59	
7016	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 12.56	
7016	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.98	
7016	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.30	
7016	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 9.75	
7016	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 7.32	
7016	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.96	
7016	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.94	
7016	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 9.75	
7016	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.59	
7016	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.56	
7016	UNIFIRST CORPORATION	JANITORIAL-HQ	\$ 246.46	
7016	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 6.05	
7016	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 5.87	
7016	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 9.75	
7016	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 6.61	
7016	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 9.75	
7016	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 41.32	

WEST VALLEY WATER DISTRICT

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
7016	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 8.38	
7018	YULO, ALBERTO G	TYLER CONFERENCE MEALS/TRANSPORTATION	\$ 745.22	
84096	FITNESS 19	FITNESS CLASSES 5/2/23 & 5/3/23-WELLNESS PROG	\$ 200.00	
84097	LLC, 2754 VISTA, R	CUSTOMER REFUND	\$ 107.15	
84098	JILES, JOSEPH	CUSTOMER REFUND	\$ 151.87	
84099	PAEZ, MARIA & ALEX	CUSTOMER REFUND	\$ 6.77	
84100	LENNAR HOMES	CUSTOMER REFUND	\$ 5.64	
84101	HRESC, ANA	CUSTOMER REFUND	\$ 54.21	
84102	LENNAR HOMES	CUSTOMER REFUND	\$ 23.62	
84103	LENNAR HOMES	CUSTOMER REFUND	\$ 14.15	
84104	LENNAR HOMES	CUSTOMER REFUND	\$ 15.10	
84105	TK CONSTRUCTION	CUSTOMER REFUND	\$ 1,513.59	
84106	360CIVIC	Website Redesign 2021 Project		\$ 4,830.00
84107	ALL PRO ENTERPRISES INC.	Janitorial Services for District	\$ 280.00	
84107	ALL PRO ENTERPRISES INC.	Janitorial Services for District	\$ 3,591.92	
84107	ALL PRO ENTERPRISES INC.	Bathroom Paper Goods Blanket FY 22-23	\$ 1,276.49	
84108	AMAZON.COM SALES INC	PRODUCTION SUPPLIES	\$ 187.44	
84108	AMAZON.COM SALES INC	WATER QUALITY SUPPLIES	\$ 79.74	
84108	AMAZON.COM SALES INC	SHOP SUPPLIES	\$ (54.42)	
84108	AMAZON.COM SALES INC	SHOP SUPPLIES	\$ 42.23	
84108	AMAZON.COM SALES INC	COMMUNICATIONS EQUIPMENT	\$ 234.36	
84109	AQUA-METRIC SALES CO	Meter Order 03/27/23	\$ 1,154.57	
84109	AQUA-METRIC SALES CO	Meter Order 03/27/23	\$ 1,686.59	
84109	AQUA-METRIC SALES CO	Meter Order 03/27/23	\$ 7,715.89	
84109	AQUA-METRIC SALES CO	Meter Order 10/19/22	\$ 8,353.64	
84109	AQUA-METRIC SALES CO	MXU Order 07/19/22	\$ 7,398.23	
84109	AQUA-METRIC SALES CO	3/4" and 1" Ally Meter		\$ 10,451.75
84109	AQUA-METRIC SALES CO	3/4/ Short SR11 Sensus Meter		\$ 17,318.44
84109	AQUA-METRIC SALES CO	5/8 x 3/4 SR11 Meter	\$ 6,130.44	
84109	AQUA-METRIC SALES CO	5/8 X 3/4 Sensus SR11 Meters	\$ 4,904.36	
84110	AQUATIC INFORMATICS INC	CONTRACTS/LICENSES	\$ 790.00	
84111	ASBCSD	2023 DUES	\$ 375.00	
84112	AT&T LONG DISTANCE	ROEMER LONG DISTANCE-APRIL 2023	\$ 24.25	
84113	BABCOCK LABORATORIES, INC.	UCMR 5 Laboratory Services	\$ 770.00	
84114	BLAINE TECH SERVICES INC	Sampling Services - Monitoring Wells	\$ 2,300.00	
84115	CHARTER COMMUNICATIONS	TELEPHONE/INTERNET-04/24/23-05/23/23	\$ 926.12	
84115	CHARTER COMMUNICATIONS	TELEPHONE/INTERNET-04/24/23-05/23/23	\$ 1,149.00	
84116	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 143.92	
84117	CITY OF RIALTO	ENCROACHMENT PERMIT	\$ 958.70	
84117	CITY OF RIALTO	ENCROACHMENT PERMIT	\$ 958.70	
84117	CITY OF RIALTO	ENCROACHMENT PERMIT	\$ 958.70	
84118	DAN'S LAWNMOVER CENTER	MAINTENANCE SUPPLIES	\$ 299.97	
84119	FERGUSON ENTERPRISES INC # 677	Replacement Cutter Heads for Copper Service	\$ 5,781.64	
84121	GRAINGER INC	PRODUCTION SUPPLIES	\$ 303.42	
84121	GRAINGER INC	ROEMER SUPPLIES	\$ 665.25	
84122	HAAKER EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	\$ 998.00	
84122	HAAKER EQUIPMENT COMPANY	EQUIPMENT REP/MAINT	\$ 443.98	
84124	INLAND WATER WORKS SUPPLY CO	MAINTENANCE SUPPLIES	\$ 297.13	
84125	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 47.55	
84125	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 51.19	
84125	JOHNSON'S HARDWARE INC	MAINTENANCE SUPPLIES	\$ 220.03	
84125	JOHNSON'S HARDWARE INC	MAINTENANCE SUPPLIES	\$ 83.96	
84127	MCCALLS METERS INC	Production Meter Testing	\$ 980.00	
84128	MIKE ROQUET CONSTRUCTION, INC.	Loma Vista Water Main Break Street Restoration	\$ 69,304.20	
84129	NED'S OIL SALES INC	ROEMER SUPPLIES	\$ 10.20	

WEST VALLEY WATER DISTRICT

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
84130	O'REILLY AUTO PARTS	VEHICLES MAINTENANCE	\$ 148.86	
84131	PG MECHANICAL	BACKHOE MAINTENANCE	\$ 325.00	
84132	RIALTO WATER SERVICES	FBR SEWER SERVICE-3/13/23-4/18/23	\$ 1,871.77	
84133	SO CALIFORNIA EDISON	ROEMER ELECTRICITY-03/30/23-04/27/23	\$ 42,093.24	
84134	STETSON ENGINEERS INC	Stetson -Rialto Basin Groundwater Mngmt Plan	\$ 1,067.50	
84134	STETSON ENGINEERS INC	Stetson -Rialto Basin Groundwater Mngmt Plan	\$ 1,067.50	
84134	STETSON ENGINEERS INC	Stetson -Rialto Basin Groundwater Mngmt Plan	\$ 1,067.50	
84134	STETSON ENGINEERS INC	Stetson -Rialto Basin Groundwater Mngmt Plan	\$ 1,067.50	
84135	UNIVAR USA INC	Phosphoric Acid for FBR	\$ 5,446.34	
84136	USA BLUEBOOK	WATER QUALITY SUPPLIES	\$ 222.57	
84136	USA BLUEBOOK	WATER QUALITY SUPPLIES	\$ 117.26	
84137	VERIZON WIRELESS PHONES	CELL PHONES/IPADS-3/23/23-4/22/23	\$ 4,994.62	
84137	VERIZON WIRELESS PHONES	CELL PHONES/IPADS-3/23/23-4/22/23	\$ 1,458.93	
84138	WEST COAST TELCOM PRODUCTS	Metrotech Pipeline locator for service truck 202	\$ 3,621.94	
84139	WHITE CAP CONSTRUCTION SUPPLY	MAINTENANCE SUPPLIES	\$ 329.72	
84140	YO FIRE	Ford Stock Order 08/09/22	\$ 452.55	
84140	YO FIRE	Ball Valves 03/29/23	\$ 5,551.28	
84140	YO FIRE	Ball Valves 033023	\$ 1,448.16	
84140	YO FIRE	Ball Valves 033023	\$ 10,619.84	
84140	YO FIRE	MAINTENANCE SUPPLIES	\$ 510.74	
84140	YO FIRE	Air Vac Can Replacement after Traffic Collision	\$ 1,152.93	
84140	YO FIRE	MAINTENANCE SUPPLIES	\$ 687.45	
84141	ALL PRO ENTERPRISES INC.	Janitorial Services for District	\$ 280.00	
84141	ALL PRO ENTERPRISES INC.	Janitorial Services for District	\$ 3,591.92	
84142	AMAZON.COM SALES INC	STAMPS FOR BILLING DEPT	\$ 36.56	
84142	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 36.54	
84142	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 230.63	
84142	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 293.87	
84142	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 235.64	
84142	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 200.56	
84142	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 233.44	
84142	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 42.44	
84143	AQUA-METRIC SALES CO	Meter Order 03/27/23	\$ 5,149.57	
84143	AQUA-METRIC SALES CO	Large Meters 11/22/22	\$ 8,165.08	
84144	AT&T INTERNET	INTERNET SERVICE-4/25/23-05/25/23	\$ 243.45	
84145	BURRTEC WASTE INDUSTRIES INC	ROEMER DISPOSAL FEES-APRIL 2023	\$ 235.82	
84145	BURRTEC WASTE INDUSTRIES INC	HQ DISPOSAL FEES-APRIL 2023	\$ 803.78	
84146	CALIFORNIA SOCIETY OF MUNI FINANCE OF IE CHAPTER MEETING-GUSTAVO/WILLIAM		\$ 55.00	
84146	CALIFORNIA SOCIETY OF MUNI FINANCE OF IE CHAPTER MEETING-GUSTAVO/WILLIAM		\$ 45.00	
84146	CALIFORNIA SOCIETY OF MUNI FINANCE OF IE CHAPTER MEETING-GINA		\$ 45.00	
84147	CHAMBERLAYNEPR	Communcations Consultant Services-FEB 2023	\$ 7,500.00	
84147	CHAMBERLAYNEPR	Communcations Consultant Services-MAR 2023	\$ 7,500.00	
84147	CHAMBERLAYNEPR	Communcations Consultant Services-APR 2023	\$ 7,500.00	
84148	CHARTER COMMUNICATIONS	CABLE/INTERNET	\$ 278.40	
84148	CHARTER COMMUNICATIONS	CABLE/INTERNET	\$ 121.92	
84149	COLTON PUBLIC UTILITIES	WELL 18A ELECTRIC-3/22/23-4/24/23	\$ 702.85	
84150	FERGUSON ENTERPRISES INC # 677	FC Clamps 04/05/23	\$ 660.38	
84150	FERGUSON ENTERPRISES INC # 677	FC Clamps 04/05/23	\$ 362.10	
84150	FERGUSON ENTERPRISES INC # 677	FC Clamps 04/05/23	\$ 504.72	
84150	FERGUSON ENTERPRISES INC # 677	FC Clamps 04/05/23	\$ 355.48	
84150	FERGUSON ENTERPRISES INC # 677	FC Clamps 04/05/23	\$ 174.73	
84150	FERGUSON ENTERPRISES INC # 677	FC Clamps 04/05/23	\$ 340.61	
84150	FERGUSON ENTERPRISES INC # 677	FC Clamps 04/05/23	\$ 304.21	
84150	FERGUSON ENTERPRISES INC # 677	FC Clamps 04/05/23	\$ 324.09	
84151	FONTANA HERALD NEWS	ADVERTISEMENTS-EARTHDAY	\$ 465.00	

WEST VALLEY WATER DISTRICT

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
84152	GHD INC	Professional Engineering Services Roemer Expansion	\$ 61,747.26	
84153	GRAINGER INC	Galv Parts 05/08/23	\$ 57.26	
84153	GRAINGER INC	Galv Parts 05/08/23	\$ 218.19	
84153	GRAINGER INC	Galv Parts 05/08/23	\$ 259.76	
84153	GRAINGER INC	Galv Parts 05/08/23	\$ 17.89	
84153	GRAINGER INC	Galv Parts 05/08/23	\$ 46.07	
84154	HUNT ORTMANN PALFFY NIEVES DARLING	LEGAL FEES	\$ 328.50	
84154	HUNT ORTMANN PALFFY NIEVES DARLING	LEGAL FEES	\$ 1,277.50	
84155	INLAND EMPIRE UTILITIES AGENCY	IEUA WATER FEES	\$ 236.13	
84156	MCCALLS METERS INC	Large Meter Test 3" to 8"	\$ 37.71	
84156	MCCALLS METERS INC	Large Meter Test 3" to 8"	\$ 12,250.00	
84156	MCCALLS METERS INC	Large Meter Test 3" to 8"	\$ 150.85	
84156	MCCALLS METERS INC	Large Meter Test 3" to 8"	\$ 96.98	
84156	MCCALLS METERS INC	Large Meter Test 3" to 8"	\$ 53.88	
84157	MINUTEMAN PRESS OF RANCHO CUCAMON	On Call Graphic Design	\$ 4,794.88	
84157	MINUTEMAN PRESS OF RANCHO CUCAMON	On Call Graphic Design Retainer	\$ 2,972.82	
84157	MINUTEMAN PRESS OF RANCHO CUCAMON	MONTHLY REPORT FEBRUARY 2022	\$ 271.02	
84157	MINUTEMAN PRESS OF RANCHO CUCAMON	ROEMER BROCHURES, BANNERS, MAPS	\$ 740.41	
84157	MINUTEMAN PRESS OF RANCHO CUCAMON	COLORING SHEETS	\$ 901.11	
84157	MINUTEMAN PRESS OF RANCHO CUCAMON	ANNUAL FINANCIAL REPORT	\$ 284.12	
84157	MINUTEMAN PRESS OF RANCHO CUCAMON	GROUND BREAKING CEREMONY POSTCARDS	\$ 316.39	
84157	MINUTEMAN PRESS OF RANCHO CUCAMON	GROUND BREAKING CEREMONY POSTCARDS	\$ 138.37	
84157	MINUTEMAN PRESS OF RANCHO CUCAMON	FLYERS COMBO RUN	\$ 526.73	
84157	MINUTEMAN PRESS OF RANCHO CUCAMON	RIBBON CUTTING WVWD CS	\$ 383.59	
84157	MINUTEMAN PRESS OF RANCHO CUCAMON	120 New Era Shirts - Earth Day	\$ 2,780.47	
84157	MINUTEMAN PRESS OF RANCHO CUCAMON	NEW ERA SHIRTS-EARTHDAY	\$ 869.35	
84157	MINUTEMAN PRESS OF RANCHO CUCAMON	Earth Day Postcard	\$ 3,711.31	
84157	MINUTEMAN PRESS OF RANCHO CUCAMON	Earth Day Mailer - Postage	\$ 4,442.67	
84158	RIALTO WATER SERVICES	HQ WATER SERVICE-3/14/23-4/19/23	\$ 125.65	
84159	THE GAS COMPANY	ROEMER GAS BILL	\$ 25.72	
84160	VERIZON CONNECT NWF INC	CONTRACTS/LICENSES-APR 2023	\$ 679.98	
84161	YO FIRE	Weld Pipe Order 04/06/23	\$ 387.90	
84161	YO FIRE	Weld Pipe Order 04/06/23	\$ 620.63	
84161	YO FIRE	Weld Pipe Order 04/06/23	\$ 318.94	
84161	YO FIRE	Weld Pipe Order 04/06/23	\$ 422.38	
84161	YO FIRE	Weld Pipe Order 04/06/23	\$ 426.69	
84161	YO FIRE	Weld Pipe Order 04/06/23	\$ 226.28	
84161	YO FIRE	Weld Pipe Order 04/06/23	\$ 184.25	
84161	YO FIRE	Weld Pipe Order 04/06/23	\$ 129.30	
84161	YO FIRE	Weld Pipe Order 04/06/23	\$ 534.44	
84161	YO FIRE	Weld Pipe Order 04/06/23	\$ 551.68	
84161	YO FIRE	Weld Pipe Order 04/06/23	\$ 247.83	
84161	YO FIRE	Weld Pipe Order 04/06/23	\$ 398.68	
84161	YO FIRE	Weld Pipe Order 04/06/23	\$ 474.10	
84162	ARAUJO, YOSI	CUSTOMER REFUND	\$ 54.51	
84163	LLC, BRECKENRIDGE PROPERTY FUND 2016,	CUSTOMER REFUND	\$ 33.48	
84164	LENNAR HOMES	CUSTOMER REFUND	\$ 23.50	
84165	GUO, LING & QIANG	CUSTOMER REFUND	\$ 42.24	
84166	LENNAR HOMES	CUSTOMER REFUND	\$ 5.11	
84167	LENNAR HOMES	CUSTOMER REFUND	\$ 2.98	
84168	SUMNER, JASON/SHELBY	CUSTOMER REFUND	\$ 116.51	
84169	AIRGAS USA LLC	PRODUCTION SUPPLIES	\$ 55.68	
84170	ALLIANCE 2020 INC	HR SERVICES	\$ 343.43	
84171	AMAZON.COM SALES INC	FBR SUPPLIES	\$ 19.29	
84171	AMAZON.COM SALES INC	BILLING SUPPLIES-EARTHDAY	\$ 91.73	

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
84171	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 38.38	
84171	AMAZON.COM SALES INC	Computer Supplies April 2023	\$ 171.17	
84171	AMAZON.COM SALES INC	Computer Supplies April 2023	\$ 48.43	
84171	AMAZON.COM SALES INC	Computer Supplies April 2023	\$ 27.24	
84171	AMAZON.COM SALES INC	Computer Supplies April 2023	\$ 17.44	
84171	AMAZON.COM SALES INC	Computer Supplies April 2023	\$ 75.69	
84171	AMAZON.COM SALES INC	Computer Supplies April 2023	\$ 924.87	
84171	AMAZON.COM SALES INC	Computer Supplies April 2023	\$ 360.29	
84171	AMAZON.COM SALES INC	Computer Supplies April 2023	\$ 204.73	
84171	AMAZON.COM SALES INC	Computer Supplies April 2023	\$ 86.15	
84171	AMAZON.COM SALES INC	Computer Supplies April 2023	\$ 27.95	
84171	AMAZON.COM SALES INC	PROMOTIONS & DISCOUNTS	\$ (169.59)	
84171	AMAZON.COM SALES INC	EARTH DAY SUPPLIES	\$ 120.52	
84171	AMAZON.COM SALES INC	EARTH DAY EASEL STANDS	\$ 165.42	
84171	AMAZON.COM SALES INC	EARTH DAY PHOTO BOOTH SUPPLIES	\$ 49.53	
84171	AMAZON.COM SALES INC	EARTH DAY SUPPLIES	\$ 443.80	
84171	AMAZON.COM SALES INC	EARTH DAY SUPPLIES	\$ 10.47	
84171	AMAZON.COM SALES INC	EARTH DAY BAGS	\$ 995.40	
84172	ANGELINA AGUILAR & ELIZABETH A SALMEI	TURF REBATE	\$ 5,700.00	
84173	AQUA-METRIC SALES CO	5/8 x 3/4 SRII Meter	\$ 6,130.44	
84174	AT&T	TELEMETRY LINE-5/7/23-6/6/23	\$ 63.82	
84175	BABCOCK LABORATORIES, INC.	LAB FEES WELL#6	\$ 500.00	
84176	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 183.67	
84177	CITY ELECTRIC SUPPLY	ROEMER SUPPLIES	\$ 207.72	
84177	CITY ELECTRIC SUPPLY	ROEMER SUPPLIES	\$ 180.00	
84178	CITY OF SAN BERNARDINO	BLF WATER SVC-04/11/23-05/09/23	\$ 46.13	
84179	COLTON CHAMBER OF COMMERCE	2023-2024 MEMBERSHIP	\$ 300.00	
84180	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	\$ 383.91	
84181	EARTHCAM INC	Time-lapse camera for Roemer Expansion Project		\$ 11,731.21
84182	FERGUSON, LETA	MEDICARE PART B-JAN-FEB 2023	\$ 247.35	
84183	GRAINER INC	Weld Coupling 05/06/23	\$ 98.06	
84183	GRAINER INC	PRODUCTION SUPPLIES	\$ 502.85	
84183	GRAINER INC	FBR SUPPLIES	\$ 933.93	
84183	GRAINER INC	ROEMER SUPPLIES	\$ 609.82	
84184	GRANITE CONSTRUCTION COMPANY	EZ Street Asphalt mix-special blend	\$ 1,508.50	
84185	GREEN MEDIA CREATIONS INC	Earth Day Workshops	\$ 2,872.05	
84186	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 160.54	
84186	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 105.56	
84186	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 56.01	
84186	JOHNSON'S HARDWARE INC	ROEMER SUPPLIES	\$ 45.24	
84186	JOHNSON'S HARDWARE INC	SHOP SUPPLIES	\$ 27.99	
84187	LOWES	MAINTENANCE SUPPLIES	\$ 184.16	
84188	MAQPOWER COMPRESSORS CORP	Air compressor minor service for FBR	\$ 620.75	
84189	MINUTEMAN PRESS OF RANCHO CUCAMON	2023 Yearly Consevation Calendars	\$ 8,172.79	
84189	MINUTEMAN PRESS OF RANCHO CUCAMON	Postcards - Upcoming events mailer	\$ 3,700.35	
84189	MINUTEMAN PRESS OF RANCHO CUCAMON	Community Outreach Mailer	\$ 3,700.35	
84189	MINUTEMAN PRESS OF RANCHO CUCAMON	Oliver P Roemer Grounbreaking signage	\$ 2,910.17	
84189	MINUTEMAN PRESS OF RANCHO CUCAMON	Popular Annual Financial Report - Earth Day	\$ 1,250.49	
84189	MINUTEMAN PRESS OF RANCHO CUCAMON	Graphic Design, Printing & Postage	\$ 4,343.14	
84190	NED'S OIL SALES INC	FBR SUPPLIES	\$ 21.46	
84191	O'REILLY AUTO PARTS	VEHICLE REP/MAINT	\$ 100.14	
84191	O'REILLY AUTO PARTS	VEHICLE REP/MAINT	\$ 36.62	
84191	O'REILLY AUTO PARTS	VEHICLE REP/MAINT	\$ (36.62)	
84191	O'REILLY AUTO PARTS	VEHICLE REP/MAINT	\$ 36.59	
84191	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	\$ 234.69	

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84192	PALENCIA CONSULTING ENGINEERS	2023 Watershed Lytle Creek Sanitary Survey	\$ 4,025.00	
84193	RALPH PAULS INSPECTIONS LLC	Coating Inspector for filter rehab project		\$ 9,275.00
84193	RALPH PAULS INSPECTIONS LLC	Coating Inspector for filter rehab project		\$ 9,275.00
84194	RENAISSANCE COMMERCE CENTER, LLC	DEPOSITS REFUND- CONT/METER/INSP	\$ 5,450.00	
84194	RENAISSANCE COMMERCE CENTER, LLC	DEPOSITS REFUND- CONT/METER/INSP	\$ 1,320.00	
84194	RENAISSANCE COMMERCE CENTER, LLC	DEPOSITS REFUND- CONT/METER/INSP	\$ 26,176.18	
84194	RENAISSANCE COMMERCE CENTER, LLC	DEPOSITS REFUND- CONT/METER/INSP	\$ 896.48	
84194	RENAISSANCE COMMERCE CENTER, LLC	DEPOSITS REFUND- CONT/METER/INSP	\$ 1,049.71	
84195	RIALTO WATER SERVICES	WELL#16 WATER SVC-03/30/23-04/26/23	\$ 30.42	
84196	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE 2018-0459177	\$ 20.00	
84197	SHAW HR CONSULTING, INC.	HR SERVICES	\$ 125.00	
84198	SO CALIFORNIA EDISON	VARIOUS SITES-03/30/23-04/27/23	\$ 9,728.12	
84198	SO CALIFORNIA EDISON	VARIOUS SITES-03/30/23-04/27/23	\$ 84,075.36	
84198	SO CALIFORNIA EDISON	VARIOUS SITES-03/30/23-04/27/23	\$ 48,896.06	
84198	SO CALIFORNIA EDISON	19920 CCLUB/WELL#17-04/11/23-05/09/23	\$ 6,277.16	
84198	SO CALIFORNIA EDISON	S END SHOP-04/07/23-05/07/23	\$ 98.68	
84198	SO CALIFORNIA EDISON	VARIOUS SITES-03/30/23-04/27/23	\$ 14,434.83	
84198	SO CALIFORNIA EDISON	19920 CCLUB/WELL#17-04/11/23-05/09/23	\$ 441.75	
84198	SO CALIFORNIA EDISON	WELL#6-04/11/23-05/09/23	\$ 22,963.64	
84198	SO CALIFORNIA EDISON	WELL#11X-04/12/23-05/10/23	\$ 32.17	
84198	SO CALIFORNIA EDISON	VARIOUS SITES-03/30/23-04/27/23	\$ 2,159.91	
84198	SO CALIFORNIA EDISON	VARIOUS SITES-03/30/23-04/27/23	\$ 19,007.42	
84198	SO CALIFORNIA EDISON	VARIOUS SITES-03/30/23-04/27/23	\$ 259.82	
84198	SO CALIFORNIA EDISON	VARIOUS SITES-03/30/23-04/27/23	\$ 3,489.30	
84199	SOUTH COAST AQMD	AQMD FEES JULY2022-JUNE2023	\$ 153.23	
84199	SOUTH COAST AQMD	AQMD FEES JULY 2022-JUNE 2023	\$ 153.23	
84200	SOUTHWEST VALVE & EQUIPMENT	24" BF Valve and actuator for influent UV train 1	\$ 7,916.09	
84201	STEPHEN COMPANY	LOBBYIST FEES-APRIL 2023	\$ 243.50	
84202	THE GAS COMPANY	HQ GAS SVC-04/10/23-05/09/23	\$ 41.87	
84203	TROJAN TECHNOLOGIES INC.	Repair with service to UV unit #2 Wiper System	\$ 2,946.50	
84204	UNDERGROUND SERVICE ALERT	USA TICKET FEES	\$ 169.42	
84204	UNDERGROUND SERVICE ALERT	USA TICKET FEES	\$ 575.25	
84205	USA BLUEBOOK	ROEMER SUPPLIES	\$ 682.85	
84206	VORTEX INDUSTRIES INC	ROEMER SUPPLIES	\$ 706.48	
84207	CONTRERAS, NANCY	CUSTOMER REFUND	\$ 54.91	
84208	MARTINEZ, NORA	CUSTOMER REFUND	\$ 77.41	
84209	HALL, ALAN / CAITLIN	CUSTOMER REFUND	\$ 49.31	
84210	WEKA INC	CUSTOMER REFUND	\$ 1,593.00	
84211	JOHNSON, ROBERT P.	CUSTOMER REFUND	\$ 1,609.12	
84212	McAFEE, SCOTT	CUSTOMER REFUND	\$ 215.55	
84213	RAMIREZ, SUSANA	CUSTOMER REFUND	\$ 45.85	
84214	ALL PRO ENTERPRISES INC.	Janitorial Services for District-MAY 2023	\$ 3,871.92	
84215	AMAZON.COM SALES INC	PRODUCTION SUPPLIES	\$ 141.43	
84215	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 211.62	
84215	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 273.97	
84215	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 114.23	
84215	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 23.68	
84215	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 496.62	
84215	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 316.38	
84215	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 361.12	
84215	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 96.92	
84215	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 234.70	
84215	AMAZON.COM SALES INC	ENGINEERING SUPPLIES	\$ 29.04	
84215	AMAZON.COM SALES INC	TRAINING SUPPLIES-MELISSA BLOUNT	\$ 28.00	
84215	AMAZON.COM SALES INC	BUSINESS PRIME MEMBERSHIP	\$ 537.67	

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84215	AMAZON.COM SALES INC	EARTH DAY SUPPLIES	\$ 204.71	
84216	AT&T INTERNET	INTERNET SVC-05/07/23-06/06/23	\$ 117.70	
84217	AUTOMATED GATE SERVICES INC	ROEMER SUPPLIES	\$ 217.50	
84218	BRAX COMPANY INC	Sludge Discharge Pump	\$ 11,078.86	
84218	BRAX COMPANY INC	Sludge Discharge Pump	\$ 148.96	
84219	CAPPO INC	TRAINING-MELISSA BLOUNT	\$ 495.00	
84220	CARPENTER ROTHANS & DUMONT LLP	LEGAL FEES	\$ 544.00	
84221	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 183.67	
84222	CITY OF RIALTO	UTILITY USER TAX-APRIL 2023	\$ 36,404.31	
84222	CITY OF RIALTO	UTILITY USER TAX-APRIL 2023	\$ (179.81)	
84222	CITY OF RIALTO	ENCROACHMENT PERMIT	\$ 969.50	
84222	CITY OF RIALTO	ENCROACHMENT PERMIT	\$ 969.50	
84222	CITY OF RIALTO	ENCROACHMENT PERMIT	\$ 969.50	
84223	CITY OF SAN BERNARDINO	LYTLE CREEK STREAMFLOW	\$ 17,340.27	
84224	FAST SERVICE	CUSTOMER SERVICES-APRIL 2023	\$ 245.00	
84225	FEDEX	MAILING FEES	\$	\$ 64.09
84225	FEDEX	MAILING FEES	\$ 5.13	
84226	FISH WINDOW CLEANING	JANITORIAL SERVICES-WINDOWS	\$ 275.00	
84227	FONTANA 37 LLC	DEPOSITS REFUND-CONTINGENCY/METER/VALVE	\$ 57,000.00	
84227	FONTANA 37 LLC	DEPOSITS REFUND-CONTINGENCY/METER/VALVE	\$ 6,840.00	
84227	FONTANA 37 LLC	DEPOSITS REFUND-CONTINGENCY/METER/VALVE	\$ 70,859.00	
84229	GRAINGER INC	ROEMER SUPPLIES	\$ 20.41	
84229	GRAINGER INC	ROEMER SUPPLIES	\$ 91.71	
84229	GRAINGER INC	ROEMER SUPPLIES	\$ 59.46	
84230	HOME DEPOT	FBR SUPPLIES	\$ 643.78	
84230	HOME DEPOT	RETURNS CREDIT-9012004	\$ (160.29)	
84230	HOME DEPOT	ROEMER SUPPLIES	\$ 785.07	
84230	HOME DEPOT	MAINTENANCE SUPPLIES	\$ 133.51	
84230	HOME DEPOT	BLDG C REP/MAINT	\$ 382.01	
84230	HOME DEPOT	DISTRICT REP/MAINT	\$ 138.01	
84230	HOME DEPOT	DISTRICT REP/MAINT	\$ 85.75	
84230	HOME DEPOT	RETURNS CREDIT-2585842	\$ (663.74)	
84232	INLAND DESERT SECURITY	ANSWERING SVC	\$ 664.20	
84233	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 24.75	
84233	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 96.96	
84235	LENNAR HOMES	DEPOSIT REFUNDS-CONTINGENCY/METER/VALVE	\$ 69,300.00	
84235	LENNAR HOMES	DEPOSIT REFUNDS-CONTINGENCY/METER/VALVE	\$ 6,480.00	
84235	LENNAR HOMES	DEPOSIT REFUNDS-CONTINGENCY/METER/VALVE	\$ 73,794.30	
84236	MCCROMETER INC	Booster Station 7-1 #2 Replacement Meter	\$ 3,775.77	
84236	MCCROMETER INC	Booster Station 3A #4 Replacement Meter	\$ 4,683.79	
84237	NED'S OIL SALES INC	DISTRICT MAINTENANCE	\$ 23.08	
84237	NED'S OIL SALES INC	DISTRICT MAINTENANCE	\$ 5.59	
84237	NED'S OIL SALES INC	DISTRICT MAINTENANCE	\$ 7.09	
84237	NED'S OIL SALES INC	DISTRICT MAINTENANCE	\$ 4.29	
84238	PACK N MAIL	CUSTOMER SERVICES-APRIL 2023	\$ 174.00	
84239	PG MECHANICAL	Emergency Backhoe Repair CASE	\$ 3,095.00	
84240	QUADIENT FINANCE USA INC	POSTAGE	\$ 564.47	
84241	RIALTO WATER SERVICES	ROEMER SEWER SVC	\$ 67.17	
84242	ROYAL INDUSTRIAL SOLUTIONS	PRODUCTION SUPPLIES	\$ 24.48	
84242	ROYAL INDUSTRIAL SOLUTIONS	SHOP SUPPLIES	\$ 824.99	
84243	SC COMMERCIAL LLC	Gasoline for Fleet	\$ 14,366.61	
84244	SO CALIFORNIA EDISON	ELECTRICITY-BLF	\$ 123.68	
84245	SOUTHWEST VALVE & EQUIPMENT	ROEMER SUPPLIES	\$ 470.02	
84247	TYLER TECHNOLOGIES INC	Meter Data Sync with Scheduler - AMI	\$	\$ 97.50
84247	TYLER TECHNOLOGIES INC	Meter Data Sync with Scheduler - AMI	\$	\$ 72.50

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
84248	ULINE	SHOP SUPPLIES	\$ 182.82	
84248	ULINE	SHOP SUPPLIES	\$ 64.64	
84248	ULINE	SHOP SUPPLIES	\$ (64.64)	
84249	USA BLUEBOOK	FBR CHEMICALS	\$ 991.16	
84250	WESTECH ENGINEERING INC	Agitator Rotary Arm for Roemer Filter Clarifiers	\$ 4,825.81	
84251	PENA, JOSE C / MARIA	CUSTOMER REFUND	\$ 1,163.44	
84252	INC, ELITE FUELS TRANSPORTATION	CUSTOMER REFUND	\$ 48.08	
84253	CHANDI ENTERPRISES LLC	CUSTOMER REFUND	\$ 102.86	
84254	LP, 2018-4 IH BORROWER,	CUSTOMER REFUND	\$ 65.39	
84255	Park, BSCEP, LLC/ Eunice	CUSTOMER REFUND	\$ 133.34	
84256	LENNAR HOMES	CUSTOMER REFUND	\$ 11.34	
84257	LENNAR HOMES	CUSTOMER REFUND	\$ 11.34	
84258	BELSON, CYNTHIA	CUSTOMER REFUND	\$ 110.76	
84259	Eriksen, Hai Hsin	CUSTOMER REFUND	\$ 65.24	
84260	Martinez, Maria	CUSTOMER REFUND	\$ 98.31	
84261	DARYL, HALL,	CUSTOMER REFUND	\$ 157.86	
84262	CONSTRU ONE INC	CUSTOMER REFUND	\$ 1,589.17	
84263	HARDY & HARPER INC	CUSTOMER REFUND	\$ 1,663.55	
84264	HERMAN WEISSKER INC	CUSTOMER REFUND	\$ 1,507.72	
84265	PHILLIPS 66	CUSTOMER REFUND	\$ 2,629.17	
84266	COLORADO WEST CONSTRUCTION	CUSTOMER REFUND	\$ 1,589.17	
84267	SEQUEL CONTRACTORS INC.	CUSTOMER REFUND	\$ 1,605.10	
84268	Peggy and Greg Matticks	CUSTOMER REFUND	\$ 35.72	
DFT0002967	US BANK-CAL CARD (AL)	SHOP SUPPLIES	\$ 198.17	
DFT0002967	US BANK-CAL CARD (AL)	TYLER TRAINING-GINA BERTOLINE	\$ 1,349.00	
DFT0002967	US BANK-CAL CARD (AL)	TYLER CONNECT-AIR FARE/CAR RENTAL-ALBERTO	\$ 758.31	
DFT0002967	US BANK-CAL CARD (AL)	TYLER CONF-AIR FARE-HEIDI HARPER	\$ 446.40	
DFT0002967	US BANK-CAL CARD (AL)	TYLER CONF-AIR FARE-GINA BERTOLINE	\$ 446.40	
DFT0002967	US BANK-CAL CARD (AL)	ANNUAL GROUNDWATER REPORTING	\$ 950.00	
DFT0002967	US BANK-CAL CARD (AL)	CAPIO TRAINING-MARY JO HARTLEY	\$ 650.00	
DFT0002967	US BANK-CAL CARD (AL)	CAPIO-AIRFARE MARY JO HARTLEY	\$ 262.96	
DFT0002967	US BANK-CAL CARD (AL)	CAPIO TRAINING-SOCORRO PANTALEON	\$ 650.00	
DFT0002967	US BANK-CAL CARD (AL)	OSHA TRAINING-JAIME VALENCIA	\$ 225.00	
DFT0002967	US BANK-CAL CARD (AL)	OSHA TRAINING-BRIAN GRUBERT	\$ 225.00	
DFT0002967	US BANK-CAL CARD (AL)	CSMFO TRAINING-GUSTAVO GUTIERREZ	\$ 200.00	
DFT0002967	US BANK-CAL CARD (AL)	OSHA TRAINING-ANTHONY LOPEZ	\$ 225.00	
DFT0002967	US BANK-CAL CARD (AL)	OSHA TRAINING-JUAN SALCEDO	\$ 225.00	
DFT0002967	US BANK-CAL CARD (AL)	OSHA TRAINING-SERGIO GRANDA	\$ 225.00	
DFT0002967	US BANK-CAL CARD (AL)	OSHA TRAINING-AARON HILLMAN	\$ 225.00	
DFT0002967	US BANK-CAL CARD (AL)	OSHA TRAINING-CEDRIC JOHNSON	\$ 225.00	
DFT0002967	US BANK-CAL CARD (AL)	OSHA TRAINING-BEN JARRELL	\$ 225.00	
DFT0002967	US BANK-CAL CARD (AL)	OSHA TRAINING-JOE SCHAACK	\$ 225.00	
DFT0002967	US BANK-CAL CARD (AL)	OSHA TRAINING-JONATHAN BARFIELD	\$ 225.00	
DFT0002967	US BANK-CAL CARD (AL)	PRODUCTION REP/MAINT	\$ 1,331.40	
DFT0002967	US BANK-CAL CARD (AL)	VEHICLES MAINTENANCE-CAR WASH	\$ 470.00	
DFT0002967	US BANK-CAL CARD (AL)	DISTRICT MAINTENANCE	\$ 474.56	
DFT0002967	US BANK-CAL CARD (AL)	AWWA CONFERENCE-GILBERT OLIVAREZ	\$ 737.93	
DFT0002967	US BANK-CAL CARD (AL)	OFFICE SUPPLIES-COSTCO	\$ 269.82	
DFT0002967	US BANK-CAL CARD (AL)	AWWA CREDIT-GILBERT OLIVAREZ	\$ (40.00)	
DFT0002967	US BANK-CAL CARD (AL)	EARTH DAY SUPPLIES	\$ 724.55	
DFT0002968	US BANK-CAL CARD (ELVIA)	BOARD MEETING MEALS	\$ 602.27	
DFT0002968	US BANK-CAL CARD (ELVIA)	LATINOS FOR WATER REG-KELVIN MOORE	\$ 175.00	
DFT0002968	US BANK-CAL CARD (ELVIA)	MAILING FEES-POSTAGE	\$ 65.77	
DFT0002968	US BANK-CAL CARD (ELVIA)	ACWA AIRFARE-ANGELA GARCIA	\$ 478.96	
DFT0002968	US BANK-CAL CARD (ELVIA)	ACWA AIRFARE-CHANNING HAWKINS	\$ 44.99	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
May 2023

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
DFT0002968	US BANK-CAL CARD (ELVIA)	ACWA AIRFARE-GREG YOUNG	\$ 352.97	
DFT0002968	US BANK-CAL CARD (ELVIA)	ACWA LODGING-DANIEL JENKINS	\$ 395.06	
DFT0002968	US BANK-CAL CARD (ELVIA)	CSDA REGISTRATION-ANGELA GARCIA	\$ 300.00	
DFT0002968	US BANK-CAL CARD (ELVIA)	LATINOS FOR WATER REG-CHANNING HAWKINS	\$ 175.00	
DFT0002968	US BANK-CAL CARD (ELVIA)	LATINOS FOR WATER REG-DAN JENKINS	\$ 175.00	
DFT0002969	US BANK-CAL CARD (HAYDEE)	RECRUITMENT MEALS	\$ 54.68	
DFT0002969	US BANK-CAL CARD (HAYDEE)	LCW CONFERENCE-HAYDEE SAINZ	\$ 620.00	
DFT0002969	US BANK-CAL CARD (HAYDEE)	DUES/SUBSCRIPTIONS-ACCESS PERKS	\$ 125.00	
DFT0002969	US BANK-CAL CARD (HAYDEE)	TRAINING REG LCW/IEPMA-HAYDEE SAINZ	\$ 105.00	
DFT0002969	US BANK-CAL CARD (HAYDEE)	TRAVEL LODGING-HAYDEE SAINZ	\$ 445.98	
DFT0002969	US BANK-CAL CARD (HAYDEE)	ADMIN MEALS	\$ 137.32	
DFT0002969	US BANK-CAL CARD (HAYDEE)	AMAZON CHARGE-TO BE CREDITED	\$ 6.99	
DFT0002970	US BANK-CAL CARD (JON)	CONTRACTS/LICENSES-GO DADDY WORD PRESS ANNUAL HO	\$ 203.76	
DFT0002970	US BANK-CAL CARD (JON)	CONTRACTS/LICENSES-ZOOM	\$ 531.78	
DFT0002970	US BANK-CAL CARD (JON)	CONTRACTS/LICENSES-GO DADDY MONTHLY SUPPORT PLAN	\$ 79.99	
DFT0002970	US BANK-CAL CARD (JON)	CONTRACTS/LICENSES AMAZON WEBB	\$ 1,269.14	
DFT0002970	US BANK-CAL CARD (JON)	CONTRACTS/LICENSES GO DADDY 2YR SSL VPN	\$ 199.98	
DFT0002970	US BANK-CAL CARD (JON)	CONTRACTS/LICENSES CISCO DUO	\$ 300.00	
DFT0002971	US BANK-CAL CARD (SOCORRO)	OUTREACH PROGRAMS-NTL EX CLUB OF FONTANA/BLOM RE	\$ 750.00	
DFT0002971	US BANK-CAL CARD (SOCORRO)	TABLE CLOTHES DRY CLEANING	\$ 60.86	
DFT0002971	US BANK-CAL CARD (SOCORRO)	SOLAR CHALLENGE DEPOSIT	\$ 290.01	
DFT0002971	US BANK-CAL CARD (SOCORRO)	MEMBERSHIPS-MYPRSA/SO CAL NEWS/CONSTANT/ADOBE	\$ 549.99	
DFT0002971	US BANK-CAL CARD (SOCORRO)	SUPPLIES-ROEMER GROUNDBREAKING	\$ 1,136.84	
DFT0002971	US BANK-CAL CARD (SOCORRO)	ADVERTISEMENTS-EARTH DAY	\$ 77.00	
DFT0002971	US BANK-CAL CARD (SOCORRO)	MEETING MEALS-MARY JO HARTLEY	\$ 52.96	
DFT0002971	US BANK-CAL CARD (SOCORRO)	ACWA MEALS/LODGING-SOCORRO PANTALEON	\$ 1,117.54	
DFT0002971	US BANK-CAL CARD (SOCORRO)	ACWA MEALS-ANGELA GARCIA	\$ 224.12	
DFT0002971	US BANK-CAL CARD (SOCORRO)	ACWA MEALS-DAN JENKINS	\$ 221.21	
DFT0002971	US BANK-CAL CARD (SOCORRO)	ACWA MEALS-CHANNING HAWKINS	\$ 56.58	
DFT0002972	US BANK-CAL CARD (VAN)	ACWA LEGISLATIVE SYMPOSIUM AIRFARE-VAN JEW	\$ 369.96	
DFT0002973	US BANK-CAL CARD (YOLANDA)	WELLNESS PROGRAM	\$ 140.00	
DFT0002973	US BANK-CAL CARD (YOLANDA)	RECRUITMENT MEALS	\$ 22.18	
DFT0002973	US BANK-CAL CARD (YOLANDA)	OFFICE SUPPLIES	\$ 31.48	
DFT0002973	US BANK-CAL CARD (YOLANDA)	RETIREMENT EXPENSES-BILL KRUEGER	\$ 2,866.53	
			SUBTOTALS	\$ 1,443,069.68
			GRAND TOTAL	\$ 2,330,875.11
				\$ 3,773,944.79

Exhibit B

**WEST VALLEY WATER DISTRICT
PAYROLL GROSS WAGES
FISCAL YEAR 2022 - 2023**

Report Month	Description	From	To	Gross Wages Paid
July 2022	Monthly Pay Period #7	06/01/22	06/30/22	7,113.22
July 2022	Pay Period #14	06/24/22	07/08/22	322,603.34
July 2022	Pay Period #15	07/08/22	07/22/22	295,540.63
Total for July 2022				625,257.19
August 2022	Monthly Pay Period #8	07/01/22	07/31/22	7,113.22
August 2022	Pay Period #16	07/22/22	08/05/22	302,888.25
August 2022	Pay Period #17	08/05/22	08/19/22	291,827.03
Total for August 2022				601,828.50
September 2022	Monthly Pay Period #9	08/01/22	08/30/22	7,487.60
September 2022	Pay Period #18	08/19/22	09/02/22	295,994.15
September 2022	Pay Period #19	09/02/22	09/16/22	281,560.23
Total for September 2022				585,041.98
October 2022	Monthly Pay Period #10	09/01/22	09/30/22	8,236.36
October 2022	Pay Period #20	09/16/22	09/30/22	290,932.18
October 2022	Pay Period #21	09/30/22	10/14/22	283,102.95
Total for October 2022				582,271.49
November 2022	Monthly Pay Period #11	10/01/22	10/31/22	9,621.58
November 2022	Pay Period #22	10/14/22	10/28/22	274,535.56
November 2022	Manual Checks			
November 2022	Pay Period #23	10/28/22	11/11/22	359,504.87
Total for November 2022				643,662.01
December 2022	Monthly Pay Period #12	11/01/22	11/30/22	9,630.95
December 2022	Pay Period #24	11/11/22	11/25/22	297,401.31
December 2022	Pay Period #25	11/25/22	12/09/22	316,141.81
December 2022	Pay Period #26	12/09/22	12/23/22	292,536.16
Total for December 2022				915,710.23

**WEST VALLEY WATER DISTRICT
PAYROLL GROSS WAGES
FISCAL YEAR 2022 - 2023**

Report Month	Description	From	To	Gross Wages Paid
January 2023	Pay Period #1	12/23/22	01/06/23	324,181.41
January 2023	Monthly Pay Period #1	12/01/22	12/31/22	7,075.80
January 2023	Manual Check (Settlement)			75,000.00
January 2023	Pay Period #2	01/06/23	01/20/23	313,404.24
Total for January 2023				719,661.45
February 2023	Monthly Pay Period #2	01/01/23	01/31/23	7,665.45
February 2023	Pay Period #3	01/20/23	02/03/23	323,462.81
February 2023	Pay Period #4	02/03/23	02/17/23	303,763.96
Total for February 2023				634,892.22
March 2023	Monthly Pay Period #3	02/01/23	02/28/23	9,827.50
March 2023	Pay Period #5	02/17/23	03/03/23	314,055.41
March 2023	Pay Period #6	03/03/23	03/17/23	343,837.94
Total for March 2023				667,720.85
April 2023	Monthly Pay Period #4	03/01/23	03/31/23	9,630.95
April 2023	Pay Period #7	03/17/23	03/31/23	301,225.32
April 2023	Pay Period #8	03/31/23	04/14/23	296,744.45
Total for April 2023				607,600.72
May 2023	Monthly Pay Period #5	04/01/23	04/30/23	8,844.75
May 2023	Pay Period #9	04/14/23	04/28/23	308,719.67
May 2023	Pay Period #10	04/28/23	05/12/23	300,645.31
Total for May 2023				618,209.73

**WEST VALLEY WATER DISTRICT
EFT AND PAYROLL ITEMS
MAY 2023**

Date	Item	Check No. or EFT	Amount
05/04/23	Monthly Pay Period #5	none	
05/04/23	Pay Period#09	8903	181.82
05/18/23	Pay Period #10	8904 - 8905	1,346.14
Total Checks			1,527.96
05/04/23	Monthly Pay Period #5 Direct Deposits	EFT	7,318.81
05/04/23	Federal Tax, Social Security & Medicare	EFT	1,664.65
05/04/23	State Tax Withheld and State Disability Insurance	EFT	95.35
05/04/23	Pay Period #09 Direct Deposits		205,023.45
05/04/23	Federal Tax Withheld Social Security & Medicare	EFT	79,087.08
05/04/23	State Tax Withheld and State Disability Insurance	EFT	15,617.59
05/04/23	Lincoln Deferred Compensation Withheld	EFT	14,711.76
05/04/23	Lincoln - Employer Match Benefit	EFT	3,625.00
05/04/23	Nationwide Deferred Compensation Withheld	EFT	4,052.30
05/04/23	Nationwide - Employer Match Benefit	EFT	700.00
05/04/23	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	27,530.35
05/04/23	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	18,362.49
05/04/23	California State Disbursement	EFT	984.46
05/18/23	Pay Period #10 Direct Deposits	EFT	196,289.49
05/18/23	Federal Tax Withheld Social Security & Medicare	EFT	77,311.54
05/18/23	State Tax Withheld and State Disability Insurance	EFT	15,041.13
05/18/23	Lincoln Deferred Compensation Withheld	EFT	15,089.64
05/18/23	Lincoln - Employer Match Benefit	EFT	3,625.00
05/18/23	Nationwide Deferred Compensation Withheld	EFT	4,052.30
05/18/23	Nationwide - Employer Match Benefit	EFT	700.00
05/18/23	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	27,496.42
05/18/23	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	18,547.89
05/18/23	California Employment Development Department	EFT	984.46
05/05/23	Sterling Administration (Pay Day 4/20/23)	EFT	671.54
05/17/23	Sterling Administration (Pay Day 5/17/23)	EFT	657.65
05/19/23	Sterling Administration (Pay Day 5/18/23)	EFT	657.65
Total EFT			739,898.00
Grand Total Payroll Cash			741,425.96



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: July 6, 2023
TO: Board of Directors
FROM: John Thiel, General Manager
SUBJECT: PURCHASE ORDER REPORT - MAY 2023

BACKGROUND:

The West Valley Water District (“District”) generated forty-two (42) Purchase Orders (“PO”) in the month of May 2023 to various vendors that provide supplies and services to the District. The total amount issued to PO’s for the month of May 2023 was **\$260,446.62**. A table listing all PO’s for May 2023 is shown in **Exhibit A**.

There was one (1) Change Order (“CO”) approved at the General Manager’s approval level during the month of May 2023 and is shown in **Exhibit B**.

FISCAL IMPACT:

There is no fiscal impact for producing the May 2023 Purchase Order Report.

STAFF RECOMMENDATION:

Approve the May 2023 Purchase Order Report.
 Respectfully Submitted,

John Thiel

John Thiel, General Manager

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ATTACHMENT(S):

1. Exhibit A - May 2023 Purchase Order Report
2. Exhibit B - May 2023 Change Order Report

MEETING HISTORY:

06/28/23 Finance Committee REFERRED TO BOARD

Exhibit A



West Valley Water District, CA

Purchase Order Summary Report

Purchase Order Detail

Issued Date Range 05/01/2023 - 05/31/2023

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
23-0381	Disposal of Excavated materials 01597 - RECYCLED AGGREGATE MATERIALS CO INC	Completed West Valley Water District	5/1/2023 5/15/2023	0.00	2,100.00
23-0382	Air Vac Can Replacement after Traffic Collision 00748 - YO FIRE	Completed West Valley Water District	5/1/2023 5/15/2023	0.00	1,152.93
23-0383	Roemer exterior door painting 02464 - HARRIS & RUTH PAINTING CONTRACTING	Outstanding West Valley Water District	5/2/2023 5/16/2023	0.00	1,600.00
23-0384	Time-lapse camera for Roemer Expansion Project 02609 - EARTHCAM INC	Completed West Valley Water District	5/2/2023 5/16/2023	0.00	11,731.21
23-0385	Ball Valves 05/03/23 00748 - YO FIRE	Outstanding West Valley Water District	5/3/2023 5/3/2023	0.00	22,860.00
23-0386	Laptop Computer replacments 2023 00326 - CDW GOVERNMENT INC	Partially Received West Valley Water District	5/4/2023 5/18/2023	0.00	5,989.08
23-0388	Hazard Assessments 02551 - HAZZARD BACKFLOW INC	Partially Received West Valley Water District	5/4/2023 5/18/2023	0.00	8,500.00
23-0389	Wrought Iron Fencing for 3 ESBS Sites 01745 - WESTBROOK FENCE INC	Outstanding West Valley Water District	5/4/2023 5/18/2023	0.00	66,434.75
23-0390	Galv Parts 05/08/23 00066 - GRAINGER INC	Completed West Valley Water District	5/8/2023 5/8/2023	0.00	556.08
23-0393	Weld Coupling 05/06/23 00066 - GRAINGER INC	Completed West Valley Water District	5/9/2023 5/9/2023	0.00	91.00
23-0394	Earth Day Workshops 02577 - GREEN MEDIA CREATIONS INC	Completed West Valley Water District	5/9/2023 5/23/2023	0.00	2,872.05
23-0395	On Call Graphic Design Retainer 01311 - MINUTEMAN PRESS OF RANCHO CUCAMONGA	Completed West Valley Water District	5/9/2023 5/23/2023	0.00	2,972.82
23-0396	On Call Graphic Design 01311 - MINUTEMAN PRESS OF RANCHO CUCAMONGA	Completed West Valley Water District	5/9/2023 5/23/2023	0.00	4,794.88
23-0397	120 New Era Shirts - Earth Day 01311 - MINUTEMAN PRESS OF RANCHO CUCAMONGA	Completed West Valley Water District	5/9/2023 5/23/2023	0.00	2,780.47
23-0398	Earth Day Mailer - Postage 01311 - MINUTEMAN PRESS OF RANCHO CUCAMONGA	Completed West Valley Water District	5/9/2023 5/23/2023	0.00	4,442.67
23-0399	Earth Day Postcard 01311 - MINUTEMAN PRESS OF RANCHO CUCAMONGA	Completed West Valley Water District	5/9/2023 5/23/2023	0.00	3,711.31
23-0400	Earth Day signs 01311 - MINUTEMAN PRESS OF RANCHO CUCAMONGA	Outstanding West Valley Water District	5/9/2023 5/23/2023	0.00	3,176.71
23-0401	CRB Security Repair 01470 - CRB SECURITY SOLUTIONS	Outstanding West Valley Water District	5/10/2023 5/24/2023	0.00	1,340.01

Purchase Order Summary Report

Issued Date Range 05/01/2023 - 05/31/2023

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
23-0402	Replacement A/C unit for Roemer lab 02611 - THERMA-PRO MECHANICAL SERVICE INC	Outstanding West Valley Water District	5/10/2023 5/24/2023	0.00	16,411.87
23-0403	Installation of hydr generator 1 01124 - GENERAL PUMP COMPANY INC	Completed West Valley Water District	5/3/2023 5/17/2023	0.00	6,137.00
23-0404	Paint Romer irrigation service 02581 - CRAMER PAINTING INC	Outstanding West Valley Water District	5/10/2023 5/24/2023	0.00	2,500.00
23-0405	Earth Day Postcard 01311 - MINUTEMAN PRESS OF RANCHO CUCAMONGA	Outstanding West Valley Water District	5/9/2023 5/23/2023	0.00	3,711.31
23-0406	Popular Annual Financial Report - Earth Day 01311 - MINUTEMAN PRESS OF RANCHO CUCAMONGA	Completed West Valley Water District	5/9/2023 5/23/2023	0.00	1,250.49
23-0407	Water Saver Stickers 01311 - MINUTEMAN PRESS OF RANCHO CUCAMONGA	Outstanding West Valley Water District	5/9/2023 5/23/2023	0.00	1,251.58
23-0408	Postcards - Upcoming events mailer 01311 - MINUTEMAN PRESS OF RANCHO CUCAMONGA	Completed West Valley Water District	5/9/2023 5/23/2023	0.00	3,700.35
23-0409	Community Outreach Mailer 01311 - MINUTEMAN PRESS OF RANCHO CUCAMONGA	Completed West Valley Water District	5/9/2023 5/23/2023	0.00	3,700.35
23-0410	Oliver P Roemer Grounbreaking signage 01311 - MINUTEMAN PRESS OF RANCHO CUCAMONGA	Completed West Valley Water District	5/9/2023 5/23/2023	0.00	2,910.17
23-0411	Electrical enclosure 00016 - CED CREDIT OFFICE	Completed West Valley Water District	5/16/2023 5/30/2023	0.00	1,160.83
23-0412	may 2023 Network upgrade parts 02325 - AMAZON.COM SALES INC	Outstanding West Valley Water District	5/16/2023 5/30/2023	0.00	1,171.68
23-0413	Well 11 level transmitter 00066 - GRAINGER INC	Outstanding West Valley Water District	5/18/2023 6/1/2023	0.00	1,785.42
23-0414	East Complex spare motor repair 01124 - GENERAL PUMP COMPANY INC	Outstanding West Valley Water District	5/18/2023 6/1/2023	0.00	6,448.70
23-0415	Urgent 1 1/2" Parts for Repair 00748 - YO FIRE	Outstanding West Valley Water District	5/18/2023 6/1/2023	0.00	1,776.15
23-0416	Emergency Backhoe Repair CASE 01700 - PG MECHANICAL	Completed West Valley Water District	5/18/2023 6/1/2023	0.00	3,095.00
23-0417	Proposal to Prepare an Economic Analysis 02614 - KOSMONT & ASSOCIATES INC	Outstanding West Valley Water District	5/19/2023 6/2/2023	0.00	25,000.00
23-0418	FBR Acetic Acid 01269 - UNIVAR USA INC	Outstanding West Valley Water District	5/18/2023 6/1/2023	0.00	11,757.25
23-0419	Bearing Assembly 01249 - WESTECH ENGINEERING INC	Outstanding West Valley Water District	5/24/2023 6/7/2023	0.00	2,647.86
23-0420	Tires for Backhoe 02252 - INLAND ROAD SERVICE & TIRE	Completed West Valley Water District	5/18/2023 6/1/2023	0.00	1,094.32
23-0421	Brass Parts 05/30/23 00066 - GRAINGER INC	Completed West Valley Water District	5/30/2023 5/30/2023	0.00	897.84

Purchase Order Summary Report

Issued Date Range 05/01/2023 - 05/31/2023

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
23-0422	Dionex Parts 01221 - THERMO ELECTRON NORTH AMERICA LLC	Outstanding West Valley Water District	5/25/2023 6/8/2023	0.00	7,895.34
23-0423	350 ft of 6" flush hose 00328 - AIR & HOSE SOURCE INC	Outstanding West Valley Water District	5/30/2023 6/13/2023	0.00	2,388.95
23-0424	Computer and Printer Supplies may 2023 02325 - AMAZON.COM SALES INC	Outstanding West Valley Water District	5/31/2023 6/14/2023	0.00	848.19
23-0425	Disinfection wash-down for 2-1 Reservoir 01000 - SIMPSON SANDBLASTING & SPECIAL	Outstanding West Valley Water District	5/31/2023 6/14/2023	0.00	3,800.00
Purchase Order Count: (42)			Total Trade Discount: 0.00	Total: 260,446.62	

Exhibit B



West Valley Water District, CA

Purchase Order Change Report

Change Details

PO Issue Dates: -
PO Change Dates: 05/01/2023 - 05/31/2023

Purchase Order	Purchase Order Description	Vendor	Ship To Code	Attention To	Issue Date	Amount	Shipping	Tax	Discount	Total Amount
23-0016	Blanket PO for Chlorine for Roemer	01641 - HASA INC.	OPR		7/7/2022	106,592.00	0.00	0.00	0.00	106,592.00
Packet	Change Description	Change Reason	Change Date	Changed By	Void PO					
POPKT06218	Increasing PO by \$20K for Year End	Increasing PO by \$20K for Year End Coverage	5/24/2023	Melissa Blount						

Purchase Order Changes

What Changed	Changed From	Changed To
Amount:	90,000.00	106,592.00

Changed Item

Item	Commodity Code	Department	Sales Tax Code	Needed By	Units	Price	Amount	Shipping	Tax	Discount	Total Amount
Chlorine for Roemer	Service	5390			0.00	0.00	106,592.00	0.00	0.00	0.00	106,592.00
What Changed	Changed From	Changed To									
Amount:	90,000.00	106,592.00									

Old Distributions

Account	Project Account Key	Separate Sales Tax	Percent	Amount	New Distributions Account	Project Account Key	Separate Sales Tax	Percent	Amount
100-5390-530-5401	P17060		100.00%	90,000.00	100-5390-530-5401	P17060		100.00%	106,592.00

Account Summary

Account	Changed From	Changed To	Voided	Difference
100-5390-530-5401	90,000.00	106,592.00	0.00	16,592.00
Report Totals:	90,000.00	106,592.00	0.00	16,592.00

Fund Summary

Fund	Changed From	Changed To	Voided	Difference
100	90,000.00	106,592.00	0.00	16,592.00
Report Totals:	90,000.00	106,592.00	0.00	16,592.00



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: July 6, 2023
TO: Board of Directors
FROM: John Thiel, General Manager
SUBJECT: APPROVAL OF BLANKET PURCHASE ORDERS FOR FISCAL YEAR
 2023-2024

BACKGROUND:

At the beginning of every Fiscal Year, the District issues various Blanket Purchase Orders (BPOs) to vendors for recurring services used throughout the year. Some of these BPOs are over \$75,000 for the Fiscal Year, which requires Board Approval. To be transparent, fiscally responsible, and efficient, staff has created a list, shown in **Exhibit A**, of goods and services that require a BPO. The Finance Department is committed to a better process in administering contracts and ensuring those that are expired are formally solicited through an RFP or RFB process during the Fiscal Year 2023-2024. This report is planned to be released annually at the beginning of each Fiscal Year.

FISCAL IMPACT:

The Blanket Purchase Order amounts that will be issued are included in the Fiscal Year 2023-2024 budget.

STAFF RECOMMENDATION:

Approve Fiscal Year 2023-24 Blanket Purchase Orders for the vendors, type of service, and amounts as shown in **Exhibit A**.

Respectfully Submitted,

John Thiel

John Thiel, General Manager

JT;ar

ATTACHMENT(S):

1. Exhibit A - Blanket Purchase Orders 2023-2024

MEETING HISTORY:

06/28/23 Finance Committee REFERRED TO BOARD

Exhibit A

Vendor	Type of Service	Amount
Coastal Building Services	Janitorial Services for the District	\$ 50,000.00
Mariposa Landscapes	Landscape Services for the District	\$ 100,000.00
Hilltop Geotechnical	Compaction Services and Testing	\$ 50,000.00
Mike Roquet Construction	Street Paving	\$ 350,000.00
Pinnacle Petroleum	Gasoline and Diesel for Fleet	\$ 150,000.00
Network LeasePlan	Mechanic Repairs for Fleet	\$ 100,000.00
Yo Fire	Inventory Parts (Valves,Corp Stops, Copper, Gaskets, Repair Clamps, Hydrants, etc)	\$ 250,000.00
Core & Main	Inventory Parts (Valves,Corp Stops, Copper, Gaskets, Repair Clamps, Hydrants, etc)	\$ 150,000.00
Ferguson Enterprises	Inventory Parts (Valves,Corp Stops, Copper, Gaskets, Repair Clamps, Hydrants, etc)	\$ 100,000.00
Western Water Works	Inventory Parts (Valves,Corp Stops, Copper, Gaskets, Repair Clamps, Hydrants, etc)	\$ 50,000.00
Aqua-Metrics	Water Meters and Radio Devices	\$ 350,000.00
iFlow Energy Solutions	Large Water Meters	\$ 100,000.00
OldCastle Infrastructure	Meter Boxes and Lids	\$ 100,000.00
David Turch and Associates	Federal Lobbyist	\$ 150,000.00
Tres Es, Inc	State Lobbyist	\$ 90,000.00
Clifton Larson Allen	Treasurer Services	\$ 33,600.00
The PUN Group	Financial Audit Consultant	\$ 52,000.00
InfoSend	Printing and Postage for Customer Bills and Notices	\$ 202,000.00
CRB Security	Security Alarms Monitoring and Repairs	\$ 32,000.00
HASA, Univar Solutions, Brenntag Pacific, Sterling Water Technologies, Northstar Chemical, Waterline Technologies, JCI Jones Chemicals, Thatcher Group, Kemira Water Solutions, Chem- Tech International	Chlorine for East Complex	\$ 40,000.00
	Chlorine for Wells without Treatment	\$ 80,000.00
	Chlorine for Wells with Treatment	\$ 25,000.00
	Phosphoric Acid for FBR Plant	\$ 44,000.00
	Acetic Acid for FBR Plant	\$ 212,670.00
	Chlorine for FBR Plant	\$ 40,000.00
	Aluminum Chlorohydrate for FBR Plant	\$ 35,000.00
	Praestol Flocculant for FBR Plant	\$ 32,000.00
Chlorine for Roemer Plant	\$ 90,000.00	
Aluminum Chlorohydrate for Roemer Plant	\$ 114,000.00	



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: July 6, 2023
TO: Board of Directors
FROM: John Thiel, General Manager
SUBJECT: **ADOPT RESOLUTION AMENDING SCHEDULE OF CHARGES FOR THE HOURLY LABOR AND VEHICLE/EQUIPMENT HOURLY RATES FOR WATER SERVICE REGULATIONS**

BACKGROUND:

Each fiscal year, the West Valley Water District (“District”) reviews the labor and equipment average hourly rate and makes adjustments for inflation. The hourly rates are used if and when the District has to charge for damages to District property and for general cost recovery purposes.

DISCUSSION:

The District must amend the Hourly Labor Rate and the Vehicle and Equipment Hourly Rate, attached as Exhibit A and Exhibit B, respectively, as stated in the District Water Service Regulations Schedules of Rates and Charges, Article 20, Sections 2023 and 2024:

2023. **HOURLY LABOR RATE.** Hourly labor rates are adjusted on an annual basis by averaging Employee’s salaries and benefits. **(Exhibit A).**
- 2024 **VEHICLE/EQUIPMENT HOURLY RATE.** The hourly rate is established utilizing the State of California Surcharge and Equipment Rental Rate on an annual basis, prior to the Beginning of the fiscal year. **(Exhibit B)**

FISCAL IMPACT:

There is no fiscal impact to this action.

STAFF RECOMMENDATION:

Approve a Resolution **(Exhibit C)** amending Article 20, Schedule of Charges per Water Service Regulations
 Respectfully Submitted,

John Thiel

John Thiel, General Manager

JT:jv

ATTACHMENT(S):

1. Exhibit A - Hourly Labor Rate
2. Exhibit B - Hourly Vehicle Equipment Rates
3. Exhibit C - Resolution 2023-XX FY 2023-24 Amending Schedule of Charges

MEETING HISTORY:

06/28/23 Finance Committee REFERRED TO BOARD

EXHIBIT A

Water Service Regulations - Article 2023. Hourly Labor Rate.
Exhibit "A"
Fiscal Year 2022-2023

Description	Totals		Averages	
	Annual	Hourly	Annual	Hourly
Salary & Wages	4,525,573.57	2,175.76	92,358.64	44.40
FICA Tax	277,919.17	133.61	5,671.82	2.73
Medicare Tax	67,285.05	32.35	1,373.16	0.66
Longevity Pay	8,175.00	3.93	166.84	0.08
Bilingual & Class A Stipend Pay	11,050.00	5.31	225.51	0.11
Deferred Comp Match	95,550.00	45.94	1,950.00	0.94
Health Insurance	1,037,165.35	498.64	21,166.64	10.18
Dental Insurance	69,681.02	33.50	1,422.06	0.68
Vision Insurance	12,776.40	6.14	260.74	0.13
Life/LTD Insurance	39,059.37	18.78	797.13	0.38
Employee Assistance Program	1,469.41	0.71	29.99	0.01
PERS EPMC	161,203.57	77.50	3,289.87	1.58
PERS Employer Contributions	405,157.14	194.79	8,268.51	3.98
PERS UAL Prepayment	342,912.58	164.86	6,998.22	3.36
Workers' Compensation Insurance	157,307.93	75.63	3,210.37	1.54
Sub-total Benefits	<u>2,686,711.99</u>	<u>1,291.69</u>	<u>54,830.86</u>	<u>26.36</u>
Total Salary & Benefits	<u><u>7,212,285.56</u></u>	<u><u>3,467.45</u></u>	<u><u>147,189.50</u></u>	<u><u>70.76</u></u>

Exhibit B

Water Service Regulations - Article 2024. Vehicle/Equipment Hourly Rate.
Exhibit "B"
Fiscal Year 2022 - 2023

(All Rates from the **State of California, Labor Surcharge & Equipment Rental Rates**, Effective April 1, 2022 through March 31, 2023)

Cal Trans Pg #	Class	Make	Code	CalTrans Equipment Description	WVWD Equipment Description	Hourly Rate	*O.T. Factor	O.T. Rate
1	AIRCP	PORT	004-016	Air Compressor 40 - 160 C.F.M.	Air Compressor 150 C.F.S.	19.16	0.87	16.67
1	AIRTO	ATOL	60	Air tools 60 lbs & over	Jack Hammer (60lb. & Over)	1.61	0.42	0.68
1	AIRTO	ATOL	40-60	Air tools 40 - 60 lbs	Jack Hammer (40lb. To 60lb.)	1.14	0.41	0.47
4	BRMSW	SWSP	6-9	Sweepers - Self Propelled	Street Sweeper Ride Along	102.80	0.86	88.41
4	COMHG	COMP	0-250	Hand guided compactor 0 - 250 lbs	Gas powered Tamper	4.07	0.81	3.30
4	COMHG	COMP	250	Hand guided compactor 250 & Higher	Vibratory Plate Compactor	9.89	0.81	8.01
5	CONMX	SORP	0-3.5	Concrete Mixer 0 - 3.5 cu.ft.	Concrete Mixer	2.20	0.89	1.96
6	ELGEN	GEN	003-008	Generator 3 - 7.5 kW	Generator (4kw)	4.17	0.88	3.67
6	ELGEN	GEN	200-300	Generator 200 - 300 kW	200 kw Generator (Port.)	90.99	0.88	80.07
6	ELGEN	GEN	300-400	Generator 300 - 400 kW	300 kw Generator (Port.)	124.14	0.88	109.24
6	ELGEN	LITE	2 Light	Two (2) Light Stands	Two (2) Light Stands	4.27	0.88	3.76
6	ELTOL	TOOL	045-060	Electric Powered Hand Tools over 450 to 600	Electric Powered Hand Tools	0.32	0.42	0.13
17	LDRRT	CASE	1677	480LL	480LL Skip Loader	40.88	0.89	36.38
17	LDRRT	CASE	1742	580 Super K w/ backhoe	580K Case Backhoe (new)	41.39	0.89	36.84
17	LDRRT	CAT	1861M4	420D 4WD w/ backhoe	420 E 4WD w/Backhoe	49.65	0.89	44.19
21	NONOP	MISC	0220	Plate, 25mm thick, per 9.3 sm (Plate, 1" thick, per 100 sf)	Road Plates (1") per day	1.45	1.00	1.45
23	PUMWA	APMP	030-050	Water hose pump 30K - 50K gallons/hr	Portable Water Pump	23.93	0.68	16.27
23	PUMWA	OUHS	0-2.5	50 lengths of hose, 0 - 2.5 inches in diameter	Fire hose 2 1/2" x 50'	0.05	0.68	0.03
29	SAWCO	ABOP	10-20	Concrete & Masonry Saw 10 - 20 hp	Concrete Saw	7.67	0.84	6.44
32	TRAFSA	FLAS	RM	Flashing Arrow Sign (roof mounted)	Flashing Arrow Sign (roof mounted)	0.94	0.70	0.66
32	TRAFSA	FLAS	TM	Flashing Arrow Sign (trailer mounted)	Flashing Arrow Sign (trailer mounted)	3.48	0.70	2.44
32	TRAFB	1BAR	A1	Barricades with flasher	Barricades with flasher	0.52	1.00	0.52
32	TRAFB	3DEL	100	Portable Delineator	Delineator	26.68	1.00	26.68
32	TRAFB	6FSS	EACH	Flag/Sign Stand	Sign Stands	3.01	1.00	3.01
33	TRAIL	LB-A	100	Trailer two (2) Axles - four (4) tires per axle.	Trailer two (2) Axles LB-A	15.67	0.65	10.19
33	TRAIL	TB-2	18-20	Tilt Bed 2 axle trailer 18 - 20 Tons	*Tilt Bed two (2) Axle Trailers	6.17	0.65	4.01
34	TRUCK	T&TT	06-12	Cars, Trucks 7,000 - 12,000 lbs	1 Ton Service Truck	28.65	0.88	25.21
34	TRUCK	T&TT	06-12	Cars, Trucks 7,000 - 12,000 lbs	2000 Gallon Water Truck	28.65	0.88	25.21
34	TRUCK	T&TT	00-06	Cars, Trucks 1,500 lbs and lighter	Field Service Truck	25.30	0.88	22.26
35	TRUON	TRUN	2AXL	Trucks, Dump, On-Highway 2 axles	Two (2) Axles Dump Trucks	51.07	0.83	42.39
35	WELD	AWM	0-250	Arc Welder 0-250 amps	Arc Welder 0-250	6.19	0.83	5.14
35	WELD	GWO	ALL	Gas Welding Outfit (all)	Gas Welder (torches)	0.29	0.83	0.24

* The Hourly Rate includes both fixed and variable costs. Variable costs change relative to the level of activity, (for example electric costs). Fixed costs do not change relative to the level of activity, (for example monthly rent). The O.T. Factor reflects only the variable cost portion of the hourly rate. In order to avoid duplication of charges for the fixed cost portion, the O.T. Factor is multiplied by the Hourly Rate to calculate the O.T. Rate.

Exhibit C

**RESOLUTION NO. 2023-XX
A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE WEST VALLEY WATER DISTRICT AMENDING ARTICLE 20, SCHEDULE OF
CHARGES OF RESOLUTION NO. 2022-14**

WHEREAS, West Valley Water District (District) Water Service Regulations, Article 8, Section 804, “Damages to Water System Facilities, “requires that anyone creating damage to any portion of the District’s facilities shall be liable for the repair and or replacement of the damaged facilities, plus any and all administration charges and overhead, and

WHEREAS, the District has agreements, unrelated to damage liability, that include the District’s labor, material, administrative and/or overhead costs; and

WHEREAS, the District uses an average hourly rate of salary and benefits for cost recover purposes; and

WHEREAS, the District uses the hourly cost of vehicles and equipment per the State of California, Labor Surcharge and Equipment Rental Rates for cost recovery purposes; and

WHEREAS, the Board of Directors recently approved the budget which included salaries and benefits; and

WHEREAS, the Board of Directors of the West Valley Water District deem it proper and necessary to amend Article 20, Schedule of Charges, of the Water Service Regulations in order to update and use the most current hourly rates for cost recovery purposes.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the West Valley Water District does hereby amend Article 20, Schedule of Charges of the Water Service Regulations as indicated in Exhibit A and B attached.

BE IT RESOLVED that said Resolution shall be effective July 1, 2023.

ADOPTED, SIGNED AND APPROVED THIS ____ DAY OF _____, 2023 BY THE FOLLOWING VOTE:

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

Gregory Young
President of the Board of Directors
West Valley Water District

ATTEST:

Elvia Dominguez
Board Secretary



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: July 6, 2023
TO: Board of Directors
FROM: John Thiel, General Manager
SUBJECT: MAY - JUNE SOCIAL MEDIA REPORT

BACKGROUND:

The social media report provides updates on West Valley Water District's (WVWD) social media profile activity on Facebook, Instagram, LinkedIn and Twitter. Key Performance Indicators (KPIs) including the reach, impressions and engagement of posts are condensed into one report to untangle audience insight, allowing staff to understand what works for successful customer engagement.

DISCUSSION:

This month's social media report encompasses the time period between May 17 – June 19 (Exhibit A). While we did see a decrease in our key performance indicators (KPIs), including the reach and impressions our posts have made over the past month, we continue to see an increase in followers in three out of four platforms. We attribute the decrease in KPIs in our attention being moved by other priorities, including the design of the 2022 Water Quality Report and customer communication in collaboration with other departments. To ensure we don't see these same trends next month, we will work to create social content in advance and utilize platforms scheduling tools.

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Receive and File
Respectfully Submitted,

John Thiel

John Thiel, General Manager

JT/sp

ATTACHMENT(S):

1. May 23 - June 23 Social Media Report (Exhibit A)

MEETING HISTORY:

06/26/23 External Affairs Committee REFERRED TO BOARD



Now Available!

6.11.a



VIEW THE REPORT AT:

www.wvwd.org/2022waterqualityreport



SOCIAL MEDIA REPORT

May '23 - June '23



Facebook

Main KPI's



No. of Followers

1,088

+19



Reach

371



Engagement

19



No. of Posts

13 posts

Top Post



Post Impressions

Post Engagement

85 Impressions

28 interactions

Instagram

Main KPI's



No. of Followers
1,132
+49



Reach
685



Engagement
67



No. of Posts
18 posts

Top Post



Post Impressions

285 impressions

Post Engagement

39 interactions

LinkedIn

Main KPI's



No. of Followers

283

+30



Reach/Impressions

918



Engagement

46



No. of Posts

1 posts

Top Post



Post Impressions

236 impressions

Post Engagement

39 interactions

Twitter

Main KPI's



No. of Followers
396



Reach/Impressions
625



Engagement
44



No. of Posts
32 posts

Top Post



Post impressions

63 impressions

Post Engagement

6 interactions

Insights

After a robust several months of District events, community activities and campaigns, the public affairs department has been diligently working on the sidelines to focus on our summer campaigns, including Smart Irrigation Month and the annual calendar contest as well as collaborating with other departments on customer communication such as the Water Quality Report, backflow prevention and the Oliver P. Roemer upgrade and expansion project. Due to this, social media posts and therefore our KPIs have decreased as we put attention on other priorities.

As we forge ahead into another busy season, we are committed to finding time to create and post engaging content. Steps we will take to see this through include creating content several weeks in advance and utilizing platform scheduling tools so that we can continue to inform, educate, and provide resources to our customers and communities through our social media platforms.

We are excited to see our numbers increase again and take pride that while our reach has decreased this month, we continue to see our follower count rise.



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: July 6, 2023
TO: Board of Directors
FROM: Van Jew, Acting General Manager
SUBJECT: AMENDMENT NO. 4 TO PURCHASE AND SALE AGREEMENT FOR WELL SITE PROPERTY WITH FONTANA 37, LLC

BACKGROUND:

On August 05, 2021, at its regularly scheduled meeting, the Board of Directors of the West Valley Water District (“Board”) approved a Purchase and Sale Agreement (“Agreement”) between Fontana 37, LLC (“Developer”) and the West Valley Water District (“District”) for a Developer owned property within Tract No. 20018 which would be sold to the District for use as a Zone 6 Well Site. The Agreement was formally executed on August 10, 2022, and has since been amended three (3) times to accommodate several changes of escrow dates and instructions. Attached as Exhibit A is the Agreement with its corresponding amendments for reference.

DISCUSSION:

After final recordation of Tract Map No. 20018 and review of the newly created Parcel Map, the City of Fontana (“City”) and Developer noted that Lot H was a remainder parcel which neither the City nor the Developer wished to own or maintain. Recognizing its potential for future applications, and its adjacent proximity to the Well Site, the District and Developer agreed to include this property in the Purchase and Sale Agreement at no additional cost to the District. Attached as Exhibit B is the Fourth Amendment to the Purchase and Sale Agreement which updates the escrow date and includes Lot H in the purchase transaction.

FISCAL IMPACT:

The cost to purchase the initial Zone 6 Well Site was \$122,000 plus the cost for Title Policy, escrow costs and documentary transfer taxes. This item was included in the fiscal year 2022/2023 Capital Improvement Budget and was revenue sourced from development fees collected. The addition of Lot H has no fiscal impact on the District.

STAFF RECOMMENDATION:

1. Approve Amendment No. 4 to the Purchase and Sale Agreement with Fontana 37, LLC
2. Authorize the General Manager to execute all necessary documents.

Respectfully Submitted,

Van Jew

Van Jew, Acting General Manager

DG:ls

ATTACHMENT(S):

1. Exhibit A - Original Agreement with Previous Amendments
2. Exhibit B - Fourth Amendment to Purchase Agreement

MEETING HISTORY:

06/20/23 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

TO: Brenna Ryan
Commercial Escrow Officer
Fidelity National Title, National Commercial Services
4400 MacArthur Blvd., Suite 200
Newport Beach, CA 92660

Escrow No.: _____
Date Opened: _____

This Purchase and Sale Agreement and Joint Escrow Instructions (this “**Agreement**”), dated as of August 10, 2022 (the “**Effective Date**”), is entered into by and between **FONTANA 37, LLC**, a Delaware limited liability company (“**Seller**”), and **WEST VALLEY WATER DISTRICT**, a public agency of the State of California (“**Buyer**”), and constitutes an agreement between Seller and Buyer (each, a “**Party**” and collectively, the “**Parties**”) for the purchase and sale of real property and joint escrow instructions directed to Fidelity National Title, National Commercial Services (as “**Escrow Holder**”) to establish the Escrow (the “**Escrow**”) to accommodate the transaction contemplated hereby.

RECITALS:

A. Buyer is a county water district organized and existing under the California County Water District Law, codified at *Section 30000, et seq.* of the *California Water Code*, engaged in developing, storing, and distributing water in the County of San Bernardino, California.

B. Seller owns approximately is 24,394 SF square feet of real property located in the City of Fontana (the “**City**”), County of San Bernardino (the “**County**”), State of California, as more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Property**”).

D. Buyer wishes to purchase the Property from Seller for the exclusive purpose of constructing and operating a water well thereon, and Seller wishes to sell the Property to Buyer for such purpose, under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. Purchase and Sale. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions hereinafter set forth.

2. Purchase Price. The “**Purchase Price**” for the Property shall be One Hundred Twenty-two Thousand and No/100 Dollars (\$122,000.00). Such Purchase Price shall be paid to Seller net of all costs and expenses related to this transaction, including, without limitation, the cost of the Title Policy (defined in Section 8 below, Escrow costs, and documentary transfer taxes, if any.

3. Payment of Purchase Price; Reimbursement of Certain Engineering Expenses.

a. Not later than 5:00 p.m. (Pacific Time) on the date seven (7) business days following the Effective Date, Buyer and Seller shall open the Escrow with Escrow Holder by depositing with Escrow Holder a fully executed copy of this Agreement, and Buyer shall deposit into the Escrow by confirmed wire transfer of immediately available federal funds, the amount of Three Thousand and No/100 Dollars (\$3,000.00) (the “**Deposit**”). If Escrow Holder does not receive the Deposit of wired funds by 5:00 p.m. (PST) on the seventh (7th) business day following the Effective Date, then either Party may, prior

to the Escrow Holder's receipt of the Deposit, unilaterally terminate this Agreement by delivering written notice to Escrow Holder and the other Party, in which event the provisions of Section 11 below shall apply.

b. The Deposit shall be credited in favor of Buyer against the Purchase Price for the Property upon the Close of Escrow, but shall be (a) retained by Seller if Seller is entitled to receive the Deposit in accordance with this Agreement, or (b) returned to Buyer if Buyer is entitled to a return of the Deposit in accordance with this Agreement.

c. The balance of the Purchase Price to be paid at the Closing Date, together with all title and escrow costs to be paid and the pro-rations to be made pursuant to Section 13 of this Agreement, shall be deposited by Buyer into the Escrow by confirmed wire transfer of immediately available federal funds no later than the last business day before the Close of Escrow (as defined in Section 4 below).

d. The Parties shall execute any supplemental escrow instructions reasonably required by Escrow Holder that are not inconsistent with the terms of this Agreement and do not affect the Parties' obligations hereunder. In the event of any discrepancy between this Agreement and such supplemental instructions, the provisions of this Agreement shall prevail.

4. **Close of Escrow.** For purposes of this Agreement, the "*Close of Escrow*" or "*Closing*" shall be the date that the grant deed ("*Grant Deed*") conveying the Property to Buyer, the form of which is attached hereto as Exhibit "B" is recorded in the Official Records of the County (the "*Official Records*"). Escrow shall close (the "*Closing Date*") on or before the date that is thirty (30) days after the Effective Date.

5. **Title.** For the benefit of Buyer, Buyer's obligation to consummate the transaction contemplated in this Agreement shall be expressly subject to and contingent upon title to the Property being subject only to those certain title exceptions set forth in the Amended Preliminary Report dated as of August 18, 2021 and issued by Fidelity National Title Insurance Company ("*Title Company*") (Order No. 989-30066394-A-BAM) covering the Property ("*Preliminary Report*"), a copy of which is attached hereto as Exhibit "C", excepting the deed of trust in favor of D.R. Horton Los Angeles Holding Company, Inc. ("*Deed of Trust*") referred to in Exception No. 5, which shall be deleted prior to the Close of Escrow.

6. **"AS-IS" SALE.** Buyer acknowledges that Buyer (or Buyer's representatives or consultants) have thoroughly inspected and examined the Property (or will thoroughly inspect and examine the Property) to the extent deemed necessary by Buyer in order to enable Buyer to evaluate the condition of the Property and all other aspects of the Property (including, but not limited to, the environmental condition of the Property) as necessary for Buyer's intended use, and Buyer acknowledges that Buyer is relying solely upon its own (or its representatives or consultants) inspection, examination and evaluation of the Property, as a material part of the consideration of this Agreement and the purchase of the Property. Buyer hereby agrees to accept the Property as of the Close of Escrow in its "**AS-IS, WHERE-IS**" condition and with all faults, and without representations and warranties of any kind, express or implied, or arising by operation of law, except as expressly set forth herein.

7. **Seller's Representations and Warranties.** Seller hereby represents, warrants, and covenants to Buyer, which representations and warranties shall be true and correct as of the Effective Date and as of the date of the Close of Escrow, and, subject to Section 31 hereof, shall survive the Close of Escrow for a period of six (6) months from the Close of Escrow, as follows:

a. Seller has the legal power, right and authority to enter into this Agreement and the instruments to be executed by Seller pursuant to this Agreement and to consummate the transactions

contemplated hereby. No consent of any third party is required in order for Seller to perform its obligations hereunder.

b. All requisite action has been taken by Seller in connection with Seller's execution of this Agreement and the instruments to be executed by Seller pursuant to this Agreement and the consummation of the transactions contemplated hereby.

c. The individual executing this Agreement and the instruments to be executed by such individual pursuant to this Agreement on behalf of Seller has the legal power, right and actual authority to bind Seller to the terms and conditions of this Agreement and such instruments.

d. To Seller's actual knowledge, Seller is not included on the List of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control ("*OFAC*"), and does not reside in, and is not organized or chartered under the laws of, (i) a jurisdiction that has been designated by the U.S. Secretary of the Treasury under Section 311 or 312 of the Patriot Act (defined below) as warranting special measures due to money laundering concerns, or (ii) any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur. As used herein, the term "*Patriot Act*" means the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, which comprises Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as reauthorized by the USA Patriot Improvement and Reauthorization Act of 2005.

8. Buyer's Representations, Warranties and Covenants. Buyer hereby represents, warrants and covenants to Seller, which representations and warranties shall be true and correct as of the Effective Date and as of the date of the Close of Escrow and shall survive the Close of Escrow for a period of six (6) months from the Close of Escrow, as follows:

a. Buyer has the legal power, right and authority to enter into this Agreement and the instruments to be executed by Buyer pursuant to this Agreement and to consummate the transactions contemplated hereby.

b. All requisite action has been taken by Buyer in connection with Buyer's execution of this Agreement and the instruments to be executed by Buyer pursuant to this Agreement, and the consummation of the transactions contemplated hereby.

c. The individuals executing this Agreement and the instruments to be executed by Buyer pursuant to this Agreement on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms and conditions of this Agreement and such instruments.

d. Buyer acknowledges that any and all responsibilities with respect to entitlements affecting or concerning the Property shall be that of Buyer, and Seller shall have no responsibilities with respect thereto.

e. To Buyer's actual knowledge, Buyer is not included on the List of Specially Designated Nationals and Blocked Persons maintained by OFAC, and does not reside in, and is not organized or chartered under the laws of, (i) a jurisdiction that has been designated by the U.S. Secretary of the Treasury under Section 311 or 312 of the Patriot Act as warranting special measures due to money laundering concerns, or (ii) any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or

organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur.

f. Buyer has conducted such inspections and investigations of the quantity, quality and condition of the Property and the suitability of the Property for Buyer's intended uses and other feasibility and due diligence matters as Buyer has deemed appropriate and Buyer hereby accepts the Property in its present "**AS-IS, WHERE-IS**" condition and with all faults, and without representations and warranties of any kind, express or implied, or arising by operation of law.

g. Buyer intends to utilize the Property exclusively for the operation of a water well thereon.

9. **Title Insurance.** It shall be a condition to the Close of Escrow for Buyer's benefit that the Title Company shall have unconditionally committed to issue to Buyer an ALTA standard coverage owner's policy of title insurance (the "**Title Policy**") in the amount of the Purchase Price, showing fee simple title to the Property to be vested in Buyer free and clear of all liens and encumbrances other than those set forth in the Preliminary Report, excepting the Deed of Trust. Buyer shall pay the premium for the issuance of the Title Policy. Buyer, at Buyer's sole option so long as the Close of Escrow is not thereby delayed, may elect to obtain an ALTA extended coverage Title Policy, provided Buyer has, as of the Effective Date, prepared an ALTA survey satisfactory to the Title Company. The costs of such ALTA extended coverage Title Policy shall be borne exclusively by Buyer.

10. Conditions to Close of Escrow.

a. Buyer's obligation to purchase the Property and close Escrow is subject to and conditioned upon the satisfaction of, or Buyer's written waiver of, the following conditions on or before the Close of Escrow:

i. the Title Company shall be committed to issue the Title Policy for the Property to Buyer in accordance with the requirements of Section 8 above;

ii. the representations and warranties of Seller shall be true and correct on the Closing Date, and Seller shall not be (or deemed to be) in material breach of any representation or warranty given by Seller under Section 6 above;

iii. Seller shall not otherwise be in default in the performance of any of its material obligations under this Agreement; and

iv. Seller shall have timely executed and delivered to Escrow Holder the instruments and documents described in Section 10(a) below;

b. Seller's obligation to sell the Property and close the Escrow is subject to and conditioned upon the satisfaction of Seller's written waiver of, the following conditions on or before the Close of Escrow:

i. The representations and warranties of Buyer shall be true and correct on the Closing Date, and Buyer shall not be in material breach of any representation or warranty given by Buyer under Section 7 above;

ii. Buyer shall have timely executed and delivered to Escrow Holder all items described in Section 10(b) below;

iii. Buyer shall have deposited into the Escrow all funds required to pay the Purchase Price, the all title and escrow costs and Buyer's share of pro-rations; and

iv. Buyer shall not be in breach of any other material obligation of Buyer under this Agreement.

11. Deliveries to Escrow Holder.

a. Seller shall deliver or cause to be delivered to Escrow Holder by 5:00 p.m. on the last business day before the date of the Close of Escrow the following instruments and documents:

i. the Grant Deed, in recordable form, duly executed by Seller and acknowledged;

ii. a Certification of Non-Foreign Status (the "*Certification*"), substantially in the form attached hereto as Exhibit "D", and a California Form 593-C or -W;

iii. any other executed or other documents reasonably required by the Title Company to consummate this transaction, including without limitation a commercially reasonable owner's affidavit with respect to the existence and such corporate, partnership and/or limited liability company certificates and resolutions as Buyer or the Title Company may reasonably request to confirm Seller's authority to consummate the transactions contemplated hereby; and

iv. any other instruments and documents which Seller is obligated to execute and deliver into the Escrow under this Agreement.

b. Buyer shall deliver or cause to be delivered to Escrow Holder by 5:00 p.m. on the last business day before the Close of Escrow the following:

i. all sums that Buyer is required to deliver to Escrow Holder pursuant to Section 3(c) to close the Escrow; and

ii. any other instruments and documents which Buyer is obligated to execute and deliver into the Escrow under this Agreement.

12. Termination. Whenever (i) a Party has the right to terminate this Agreement pursuant to an express provision of this Agreement, and notifies the other Party, in writing, of its election to terminate the Agreement, or (ii) this Agreement automatically terminates pursuant to an express provision of this Agreement, then:

a. This Agreement, the Escrow and the rights and obligations of Buyer and Seller under this Agreement shall terminate, and neither Party shall have any further obligation to the other, except as otherwise expressly provided in this Agreement;

b. If Seller is not in breach of this Agreement, Buyer shall be responsible to pay any cancellation charges payable to Escrow Holder and the Title Company; otherwise, if Seller is the breaching Party, it shall be responsible for such cancellation charges;

c. Escrow Holder shall promptly return to Seller and Buyer all documents deposited by them into the Escrow, respectively;

d. If Buyer is entitled to the return of the Deposit (*i.e.*, Buyer terminates this transaction due to a material breach by Seller of this Agreement, or the failure of a condition precedent to Buyer's obligation to purchase the Property as specified in Section 9(a) above), then Escrow Holder shall return the Deposit to Buyer (less any escrow cancellation charges, if applicable); and

e. If Buyer is not entitled to the return of the Deposit, Escrow Holder shall immediately release the Deposit to Seller and Seller shall be entitled to retain the Deposit as liquidated damages.

13. Costs and Expenses. Because the Purchase Price payable to Seller herein is intended by the Parties to be the net of all costs and expenses, Buyer shall pay all costs of this transaction including, without limitation, the premium for the Title Policy, the escrow fees of Escrow Holder, including Escrow Holder's customary charges to buyers and sellers for document drafting, recording and miscellaneous charges, and documentary transfer taxes payable with the recordation of the Grant Deed. Buyer and Seller shall each pay their own legal and professional fees and fees of other consultants incurred in connection with this transaction. The provisions of this Section 12 shall survive the Close of Escrow or a termination of this Agreement.

14. Pro-rations and Credits. Real property taxes and assessments with respect to the Property based upon the latest available tax information shall be pro-rated such that Seller shall be responsible for all such taxes and assessments levied against the Property to and including the day prior to the Close of Escrow and Buyer shall be responsible for all such taxes and assessments levied against the Property from and after the date of the Close of Escrow.

15. Disbursements and Other Actions by Escrow Holder. Upon the Close of Escrow, Escrow Holder shall promptly undertake all of the following in the manner indicated:

a. Escrow Holder shall cause the Grant Deed to be recorded in the Official Records, together with any other documents that the Parties hereto may mutually direct.

b. Escrow Holder shall hold and/or disburse all funds deposited with Escrow Holder by Buyer as follows:

i. Disburse the Purchase Price, net of any costs or expenses, to Seller;

ii. Charge (and disburse) all items chargeable to the account of Buyer pursuant hereto; and

iii. Refund to Buyer any excess funds deposited by Buyer.

c. Escrow Holder shall direct the Title Company to issue the Title Policy to Buyer.

d. Escrow Holder shall deliver to Buyer and Seller originals of the executed counterparts of the documents and instruments deposited by the Parties pursuant to Section 10 hereof, and copies of all recorded documents.

e. Escrow Holder shall deliver to Seller duplicate originals or copies (as the case may be) of all documents delivered to Buyer.

f. Escrow Holder shall provide Buyer and Seller with a closing statement covering the sale of the Property to Buyer.

16. Default; Waiver of Lis Pendens.

a. IF THE TRANSACTION CONTEMPLATED HEREIN DOES NOT CLOSE BY REASON OF SELLER'S DEFAULT UNDER THIS AGREEMENT THEN, AS BUYER'S EXCLUSIVE REMEDY, THE DEPOSIT SHALL BE RETURNED TO BUYER AND NEITHER PARTY HERETO SHALL HAVE ANY FURTHER OBLIGATION OR LIABILITY TO THE OTHER EXCEPT WITH RESPECT TO THOSE PROVISIONS OF THIS AGREEMENT WHICH EXPRESSLY SURVIVE A TERMINATION OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, IF THE TRANSACTION CONTEMPLATED HEREUNDER SHALL FAIL TO CLOSE SOLELY BY REASON OF SELLER'S MATERIAL DEFAULT IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT (AS DISTINGUISHED FROM THE FAILURE OF A CONDITION TO CLOSING), AND SUCH DEFAULT IS NOT CURED WITHIN FIVE (5) DAYS AFTER RECEIPT BY SELLER OF WRITTEN NOTICE THEREOF FROM BUYER, THEN BUYER SHALL HAVE AS ITS EXCLUSIVE REMEDY THE RIGHT TO EITHER (i) TERMINATE THIS AGREEMENT (IN WHICH EVENT THE DEPOSIT SHALL BE RETURNED TO BUYER AND THE TERMINATION PROVISIONS OF SECTION 11 ABOVE SHALL APPLY), BUYER HEREBY WAIVING ANY OTHER RIGHT OR CLAIM TO DAMAGES FOR SELLER'S BREACH, OR (ii) SPECIFICALLY ENFORCE THIS AGREEMENT (BUT NO OTHER ACTION, FOR DAMAGES OR OTHERWISE, SHALL BE PERMITTED); PROVIDED THAT ANY ACTION BY BUYER FOR SPECIFIC PERFORMANCE MUST BE COMMENCED, IF AT ALL, WITHIN FIFTEEN (15) DAYS OF SELLER'S DEFAULT, WITH THE FAILURE OF SUCH COMMENCEMENT CONSTITUTING A WAIVER BY BUYER OF SUCH RIGHT AND REMEDY. IF BUYER SHALL NOT HAVE COMMENCED AN ACTION FOR SPECIFIC PERFORMANCE WITHIN THE AFOREMENTIONED TIME PERIOD OR SO NOTIFIED SELLER OF ITS ELECTION TO TERMINATE THIS AGREEMENT, BUYER'S SOLE REMEDY SHALL BE TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH CLAUSE (i) ABOVE.

AT NO TIME SHALL BUYER HAVE A RIGHT (AND BUYER HEREBY WAIVES ANY SUCH RIGHT IF IT EXISTS) TO RECORD ANY INSTRUMENT OR DOCUMENT AGAINST THE PROPERTY, INCLUDING, WITHOUT LIMITATION, A LIS PENDENS. IN THE EVENT BUYER SHALL FILE A NOTICE OF LIS PENDENS OR OTHER INSTRUMENT OR DOCUMENT AGAINST THE PROPERTY IN VIOLATION OF THIS AGREEMENT, BUYER HEREBY AUTHORIZES SELLER TO BRING AN ACTION TO EXPUNGE SUCH LIS PENDENS OR DOCUMENT, AND AGREES THAT BUYER SHALL BE RESPONSIBLE FOR ANY AND ALL COSTS OR FEES RELATED TO THE LIS PENDENS OR ACTION TO EXPUNGE, INCLUDING ENFORCEMENT COSTS SUCH AS REASONABLE ATTORNEYS' FEES.


BUYER'S INITIALS

c. BUYER'S DEFAULT. FOLLOWING BUYER'S ELECTION TO PROCEED AT THE END OF THE DUE DILIGENCE PERIOD, IN THE EVENT THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT DOES NOT CLOSE DUE TO THE DEFAULT OF BUYER, THEN SELLER'S RETENTION OF THE DEPOSIT SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT, AT LAW OR IN EQUITY, FOR SUCH DEFAULT, SUBJECT TO THE PROVISIONS OF THIS AGREEMENT THAT EXPRESSLY SURVIVE A TERMINATION OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO LIMIT SELLER'S RIGHTS OR DAMAGES UNDER ANY INDEMNITIES GIVEN BY BUYER TO SELLER UNDER THIS AGREEMENT. SELLER AND

BUYER HAVE DISCUSSED THE POSSIBLE CONSEQUENCES TO SELLER IN THE EVENT THAT THE ESCROW FAILS TO CLOSE AS A RESULT OF BUYER'S DEFAULT. SELLER AND BUYER HAVE DETERMINED AND HEREBY AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES TO SELLER OCCURRING IN THE EVENT OF BUYER'S DEFAULT UNDER THIS AGREEMENT. THE PARTIES, HAVING MADE DILIGENT BUT UNSUCCESSFUL ATTEMPTS TO ASCERTAIN THE ACTUAL COMPENSATORY DAMAGES SELLER WOULD SUFFER IN THE EVENT OF BUYER'S NONPERFORMANCE OF ANY OBLIGATION HEREUNDER, HEREBY AGREE THAT A REASONABLE ESTIMATE OF SUCH DAMAGES IS AN AMOUNT EQUAL TO THE DEPOSIT, AND IN THE EVENT THIS TRANSACTION FAILS TO CLOSE DUE TO BUYER'S DEFAULT UNDER THIS AGREEMENT, SELLER SHALL BE ENTITLED TO RECEIVE AND RETAIN THE ENTIRE DEPOSIT AS FULLY AGREED LIQUIDATED DAMAGES. SELLER WAIVES ANY AND ALL RIGHT TO SEEK OTHER RIGHTS OR REMEDIES AGAINST BUYER, INCLUDING, WITHOUT LIMITATION, SPECIFIC PERFORMANCE. THE PAYMENT AND RETENTION OF THE DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. UPON ANY SUCH BREACH OR DEFAULT BY BUYER HEREUNDER, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS TO EACH OTHER HEREUNDER, EXCEPT FOR THE RIGHT OF SELLER TO RETAIN SUCH LIQUIDATED DAMAGES, AND EXCEPT AS EXPRESSLY PROVIDED ABOVE. THE PARTIES AGREE THAT, UNDER THE CIRCUMSTANCES OF THIS TRANSACTION AND THE MARKETPLACE AT THE TIME HEREOF, THIS LIQUIDATED DAMAGES PROVISION IS REASONABLE AND IN ACCORDANCE WITH CALIFORNIA CIVIL CODE SECTION 1671.



SELLER'S INITIALS



BUYER'S INITIALS

d. Cure. Neither Seller nor Buyer shall be deemed to be in default hereunder unless the non-defaulting Party shall provide a written notice of any alleged default and the defaulting Party shall fail to cure such default within five (5) days of the delivery of such notice; provided, however, nothing set forth herein shall be deemed to grant any additional time or cure period to Buyer with respect to its obligations under either Sections 3(a), 3(c) or 10(b) hereof.

17. Condemnation Prior to Close of Escrow. If Seller becomes aware of any condemnation proceeding affecting the Property commenced prior to the Close of Escrow, Seller shall promptly notify Buyer of such condemnation proceeding. If any such proceeding relates to or may result in the loss of any portion of the Property, at Buyer's election, either (i) this Agreement shall continue in effect, without delay or abatement of the Purchase Price, and Buyer shall be entitled to any compensation, awards or other payments or relief resulting from such condemnation proceeding to the extent applicable to the Property, or (ii) Buyer may terminate this Agreement within ten (10) days after Buyer's receipt of notice of such condemnation, in which event Buyer shall be entitled to the return of the Deposit, minus the Independent Consideration, and the termination provisions of Section 11 above shall apply. Buyer's failure to provide such notification shall be deemed Buyer's election to terminate pursuant to clause (ii) above. The provisions of this Section 16 shall survive the Close of Escrow.

18. Real Estate Commission; Licensee Status. Seller's affiliate, Lewis Management Corp. ("LMC"), is licensed by the California Bureau of Real Estate ("CA BRE") under CA BRE Broker Lic. #01994759. Neither LMC nor Robert Martin (CA BRE Broker Lic. # 00963777) claims any commission

or finder's fee in connection with this transaction. Buyer and Seller both represent to each other that they did not use the services of any other real estate broker or person that may claim a commission or finder's fee with respect to this transaction. Each Party agrees to indemnify, defend, and hold the other harmless from any liability arising out of actions of the indemnifying Party that may be made against the other by any person, firm, or corporation for the payment of a commission or finder's fee in connection with this transaction.

19. Assignment. Buyer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Seller, which consent, except as provided below, may be withheld by Seller in its sole and absolute discretion, and which may be conditioned upon such terms and conditions as Seller may require in its sole and absolute discretion. Notwithstanding and without limiting the foregoing, no consent given by Seller to any transfer or assignment of Buyer's rights or obligations hereunder shall be deemed to release Buyer from any obligations hereunder by reason of such consent or transfer nor does such consent constitute a consent to any other transfer or assignment of Buyer's rights or obligations hereunder. No transfer or assignment in violation of the provisions hereof shall be valid or enforceable.

20. Notices: No notice, request, demand, instruction, or other document to be given hereunder to any Party shall be effective for any purpose unless personally delivered to the person at the appropriate address set forth below (in which event such notice shall be deemed effective only upon such delivery), delivered by air courier next-day delivery (e.g. Federal Express), delivered by mail, sent by registered or certified mail, return receipt requested, or sent via electronic mail (email), as follows:

If to Seller, to: Attn: Mr. Bryan Goodman
and Mr. Tim McGinnis
Fontana 37, LLC
1156 N Mountain Avenue
Upland, CA 91786
P. O. Box 670
Upland, CA 91785-0670
Email: bryan.goodman@lewismc.com
and tim.mcginnis@lewismc.com

With copy to: Attn: Jay Dupre, Esq.
Lewis Management Corp.
1156 N Mountain Avenue
Upland, CA 91786
P. O. Box 670
Upland, CA 91785-0670
Email: jj.dupre@lewismc.com

24. **Attorney's Fees.** In the event of the bringing of any action or suit by either Party against the other by reason of any breach of any of the covenants, representations or warranties of the other Party under this Agreement, in addition to any damages or remedies to which the prevailing Party shall be entitled, the prevailing Party shall also have and recover from the other Party all costs and expenses of the action or suit, including, without limitation, actual attorneys' fees and other professional fees resulting therefrom.

25. **Entire Agreement; Amendment.** This Agreement (including all exhibits and schedules attached hereto) is the final expression of, and contains the entire agreement between, the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, or supplemented, nor may any obligation hereunder be waived, except by written instrument signed by the Party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

26. **Time of the Essence.** Time is of the essence with respect to each and every provision of this Agreement.

27. **Construction of Agreement.** Headings at the beginning of each section and subsection of this Agreement are solely for the convenience of the Parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to sections and subsections are to sections and subsections in this Agreement. All exhibits and schedules referred to in this Agreement are attached and incorporated by this reference.

28. **Third Parties.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement upon any other person other than the Parties and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement, nor shall any provision give any third parties any right of subrogation or action over or against any Party to this Agreement. This Agreement is not intended to and does not create any third-party beneficiary rights whatsoever.

29. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. The Parties hereby acknowledge and agree that facsimile signatures or signatures transmitted electronically in portable document format (.pdf), by DocuSign (or any similar technology), by transmitted image file or such other comparable electronic format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered in hand, regardless of whether each such signature is signed or transmitted by the same or a different method or technology.

30. **Effectiveness.** In no event shall any draft of this Agreement create any obligation or liability, it being understood that this Agreement shall be effective and binding only when a counterpart hereof has been executed and delivered by each Party hereto. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby. The preparation and/or circulation of a draft of this Agreement are not intended by either of the Parties to constitute a binding agreement between them for the purchase or sale of the Property. The final form of this Agreement may or may not contain terms stated in any drafts of this Agreement, and/or may contain different terms and conditions not yet identified or discussed. Neither Party may rely on any drafts of this Agreement as binding

on either Party in any way. The Parties expressly agree that neither Party is bound to engage in negotiations, or, once engaged, to continue such negotiations, each Party reserving the right to terminate negotiations at any time and for any reason. Efforts by either Party to perform due diligence, arrange or obtain financing, or carry out other acts in contemplation of the possible purchase and sale of the Property shall not be deemed evidence of any intent by either Party to be bound by any letter of interest or similar document, or unexecuted and undelivered drafts of this Agreement. The performance by either Party before the mutual execution and delivery of the final, mutually agreed upon form of this Agreement of any of the rights or obligations that may be included in drafts of this Agreement shall not be considered evidence of subsequent intent by either Party to be bound by any letter of interest or drafts of this Agreement. In the event Buyer or Seller alleges that any unexecuted draft of this Agreement constitutes a binding agreement for the purchase or sale of the Property, or grants an interest in or claim to the Property, the alleging Party shall be liable for the legal fees and costs incurred as a result thereof.

31. Survival of Obligations. All of Buyer's and Seller's representations and warranties in this Agreement shall survive the Close of Escrow for a period of six (6) months. All other obligations of Seller or Buyer not expressly stated to survive the Close of Escrow or not stated in the exhibit documents to be delivered upon the Close of Escrow shall be deemed discharged upon the Close of Escrow and the recordation of the Grant Deed.

32. Limitations on Liability.

a. Notwithstanding anything to the contrary contained in this Agreement, Buyer agrees that the maximum amount of liability that Seller shall have under any circumstance for any and all surviving obligations under this Agreement (including, without limitation, any obligation arising out of any representation or warranty made by Seller in this Agreement and any liability under any instrument or document delivered by Seller at or in connection with the Close of Escrow) shall not exceed Fifteen Thousand Dollars (\$15,000.00) in the aggregate, and (y) Buyer shall in no event be entitled to seek punitive damages on account of any such surviving obligation of Seller under this Agreement or other Seller obligation arising out of an instrument or document delivered by Seller at or in connection with the Close of Escrow.

b. Except to the extent Seller is rendered insolvent as a result of distributions to its members, no shareholder, officer, employee or agent of Seller or any Seller's Related Parties shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and Buyer and its successors and assigns and, without limitation, all other persons and entities, shall look solely to Seller's interest in the Property (or, with respect to Claims for the return of the Deposit only, the Property or any other assets of Seller), for the payment of any claim or for any performance, and Buyer, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability. No shareholder, officer, employee or agent (other than a general partner) of Buyer shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter.

This Section 31 shall survive the Close of Escrow or a termination of this Agreement.

33. Governing Law. The Parties expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

34. **Computation of Time Periods; Pacific Time.** If the date upon which the Closing Date or any other date for performance or time period for performance provided for in this Agreement is or ends on a Saturday, Sunday or Federal, State of California legal holiday, then such date shall automatically be extended until the next day which is not a Saturday, Sunday or Federal or State of California legal holiday. The term "business days" when used in this Agreement is defined as days falling other than on a Saturday, Sunday or federal or State of California holiday. "Pacific Time" under this Agreement is defined as either Pacific Standard Time or Pacific Daylight Time, whichever may be applicable on the applicable date.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

SELLER: FONTANA 37, LLC,
a Delaware limited liability company

By: [Signature]
Name: BYRON GOODMAN
Title: AUTHORIZED AGENT

BUYER: WEST VALLEY WATER DISTRICT,
a public agency of the State of California

By: [Signature]
Name: Van Dew
Title: Acting General Manager

ESCROW HOLDER ACCEPTANCE

ESCROW HOLDER APPROVES THE ESCROW PROVISIONS AND SPECIFIC INSTRUCTIONS TO ESCROW HOLDER SET FORTH IN THE FOREGOING AGREEMENT AND AGREES TO ACT IN ACCORDANCE THEREWITH.

FIDELITY NATIONAL TITLE, NATIONAL COMMERCIAL SERVICES

By: _____
Brenna Ryan, Escrow Officer

Date: September __, 2021

LIST OF EXHIBITS

- Exhibit "A" Description of the Property
- Exhibit "B" Grant Deed
- Exhibit "C" Preliminary Report
- Exhibit "D" Federal Certificate of Withholding

EXHIBIT "A"Legal Description of the Property

THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE REMAINDER LOT OF TRACT NO. 20018, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, FILED IN BOOK 357, PAGES 85 THROUGH 90 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM AN UNDIVIDED $\frac{1}{2}$ INTEREST IN OIL, GAS, AND OTHER HYDROCARBONS AND MINERALS NOW OR AT ANY TIME HEREAFTER SITUATED THEREIN AND THEREUNDER, WITHOUT THE RIGHT BY GRANTOR TO ENTER UPON THE SURFACE OF, IN, UNDER, AND ACROSS THE SAME, AND SUBSURFACE TO A DEPTH OF 500 FEET MEASURED IN A VERTICAL DIRECTION FROM THE EARTH SURFACE OF SAID LAND FOR THE EXPLORATION, DEVELOPMENT, EXTRACTION, OR REMOVAL OF ANY OIL, GAS, OR HYDROCARBONS OR MINERALS FOUND THEREIN, AS RESERVED IN THE DEED FROM CUCAMONGA WINERY, A CORPORATION, TO FRANK SINATRA, RECORDED MAY 16, 1956, IN BOOK 3939, PAGE 594 OF OFFICIAL RECORDS.

A PORTION OF APN: 1107-262-15

EXHIBIT "B"

Form of Grant Deed

[See Attached]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
THIS GRANT DEED AND ALL
TAX STATEMENTS TO:

FREE RECORDING

This instrument is for the benefit of the West Valley Water District and is entitled to be recorded without fee (Gov. Code §27383).

(Space Above For Recorder's Use)

GRANT DEED

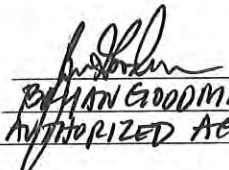
FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, FONTANA 37, LLC, a Delaware limited liability company ("**Grantor**"), hereby grants to the WEST VALLEY WATER DISTRICT, a public agency of the State of California ("**Grantee**"), all that certain real property situated in the City of Fontana, County of San Bernardino, State of California described on Exhibit "1" attached hereto and incorporated herein by reference, together with any and all improvements, easements, privileges and rights appurtenant thereto (collectively, the "**Property**").

This conveyance is made subject to (a) all non-delinquent real property taxes, (b) all non-delinquent special assessments, if any, (c) all matters of record, (d) all matters that would be revealed by an accurate survey of the Property, as of the date hereof and (e) the right of first refusal in favor of Grantor attached hereto as Exhibit "2".

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of _____, ~~2021~~
2022

GRANTOR:

FONTANA 37, LLC,
a Delaware limited liability company

By: 
Name: BYRAN GOODMAN
Title: AUTHORIZED AGENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino

On July 12, 2022 before me, Stacie Marie Lopez, Notary Public
(insert name and title of the officer)

personally appeared Bryan Goodman,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)

EXHIBIT "1"**Legal Description of the Property**

THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE REMAINDER LOT OF TRACT NO. 20018, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, FILED IN BOOK 357, PAGES 85 THROUGH 90 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM AN UNDIVIDED $\frac{1}{2}$ INTEREST IN OIL, GAS, AND OTHER HYDROCARBONS AND MINERALS NOW OR AT ANY TIME HEREAFTER SITUATED THEREIN AND THEREUNDER, WITHOUT THE RIGHT BY GRANTOR TO ENTER UPON THE SURFACE OF, IN, UNDER, AND ACROSS THE SAME, AND SUBSURFACE TO A DEPTH OF 500 FEET MEASURED IN A VERTICAL DIRECTION FROM THE EARTH SURFACE OF SAID LAND FOR THE EXPLORATION, DEVELOPMENT, EXTRACTION, OR REMOVAL OF ANY OIL, GAS, OR HYDROCARBONS OR MINERALS FOUND THEREIN, AS RESERVED IN THE DEED FROM CUCAMONGA WINERY, A CORPORATION, TO FRANK SINATRA, RECORDED MAY 16, 1956, IN BOOK 3939, PAGE 594 OF OFFICIAL RECORDS.

A PORTION OF APN: 1107-262-15

EXHIBIT "2"**Right of First Refusal**

As a covenant that shall run with the Property until the first to occur of (i) the completion of construction and the commencement of the operation of a water well on the Property which provides water to the customers of Grantee or (ii) the date ten (10) years after the date of the recordation of this Grant Deed, Grantor shall have a right of first refusal to purchase any interest in the Property that Grantee proposes to sell ("**Proposed Transfer Interest**") on the terms set forth herein ("**Refusal Right**"). Any proposed sale, transfer, or other conveyance of the Proposed Transfer Interest by Grantee ("**Proposed Transfer**") shall not be made without Grantee first giving Grantor the "Proposed Transfer Notice" (defined below) and complying with the other applicable provisions herein.

1. Proposed Transfer Notice. If Grantee intends to make a Proposed Transfer, Grantee shall give Grantor written notice of the Proposed Transfer ("**Proposed Transfer Notice**") and Grantor and Grantee shall, for a period, not to exceed thirty (30) days ("**Negotiation Period**") endeavor to agree, in the sole and absolute discretion of each, upon the terms and provisions of Grantor's acquisition of the Proposed Transfer Interest. In the event that Grantor and Grantee fail to come to agreement with respect to Grantor's acquisition of the Proposed Transfer Interest within the Negotiation Period, Grantee shall, should it still desire to sell the Proposed Transfer Interest, use its best efforts to solicit in good faith third party arm's-length offers (each an "**Offer**" and collectively, the "**Offers**") for a period of sixty (60) days ("**Offering Period**"), for the cash purchase of the Proposed Transfer Interest. At the expiration of such Offering Period, Grantee shall forward true and correct copies of all Offers received by Grantee to Grantor along with written certification that the purchase price, terms and conditions referred to in the Offers have been arrived at through a good faith arm's-length solicitation. The highest and lowest purchase prices of such Offers shall be disregarded and the purchase prices of the remaining Offers shall be averaged, with the average purchase price being referred to as the "**ROFR Purchase Price**". In the event that notwithstanding its best efforts, only two (2) Offers are received by Grantee, the ROFR Purchase Price shall be the average of the two (2) Offers.

2. Grantor's Notice of Purchase. If, within fifteen (15) business days after receipt of the Offers and Grantee's written certification of good faith arm's-length negotiations ("**Election Period**"), Grantor elects to purchase the Proposed Transfer Interest for the ROFR Purchase Price by giving written notice to Grantee ("**Purchase Notice**"), Grantee and Grantor shall enter into a written agreement for the sale and conveyance of the Proposed Transfer Interest to Grantor which (i) provides for the ROFR Purchase Price as the purchase price of the Proposed Transfer Interest, (ii) includes reasonable representations and warranties as to the physical condition of and title to the Proposed Transfer Interest, (iii) provides for a feasibility and title review period of not less than thirty (30) days and a closing date of not less than sixty (60) days from the effective date of such agreement, (iv) provides for the conveyance of title to the Proposed Transfer Interest to Grantor pursuant to the provisions of the Grant Deed to which this Right of First Refusal is attached (without being subject to this Right of First Refusal), subject only to real property taxes and assessments for the then-current fiscal year and covenants, conditions, restrictions, reservations, easements and rights of record, as agreed to by Grantor and Grantee during the aforementioned title review period, and (v) includes such other terms and provisions as are reasonable and customary for the sale of interests in real property such as the Proposed Transfer Interest. If Grantor does not timely deliver its Purchase Notice, or if Grantor delivers to the Grantee written notification that it is electing not to exercise such Refusal Right, then the Grantee may complete the sale to any person or entity who has submitted an Offer free of Grantor's Refusal Right, but only on the same terms and conditions of such Offer, and only for the Proposed Transfer Interest and not more or less than the Proposed Transfer Interest.

3. Failure of Grantee to Complete Third-Party Sale. If the Grantee: (a) does not complete the sale of the Proposed Transfer Interest to the third-party whose Offer it elects to accept within one hundred eighty (180) days (“**Closing Period**”) after the expiration of the Election Period; or (b) intends to undertake the Proposed Transfer on terms and conditions which are changed or modified from those in Offer it has accepted, then such Proposed Transfer shall be treated as new Proposed Transfer to which the above provisions of this Section and Grantor’s Refusal Right shall once again apply.

4. Termination of Refusal Right. The Refusal Right shall terminate with respect to any particular Proposed Transfer and Proposed Transfer Interest if and only if Grantor does not exercise the Refusal Right within the Election Period and the Grantee thereafter completes the Proposed Transfer on the terms and conditions set forth in the Offer accepted by Grantee within the Closing Period. The Refusal Right shall remain in effect as to any interests in the Property not included in the Proposed Transfer Interest if any. Notwithstanding the foregoing, unless previously exercised, the Refusal Right in any event shall terminate and be of no further force or effect upon the first to occur of (i) the completion of construction and the commencement of the operation of a water well on the Property which provides water to the customers of Grantee or (ii) the date ten (10) years after the date of the recordation of this Grant Deed.

5. Recordation of Termination Documents. In the event of the termination of the Refusal Right, Grantor shall execute and deliver to Grantee for recordation in the Official Records of the County of San Bernardino a quitclaim deed wherein all of Grantee’s rights, title and interests in the Property are quitclaimed to Grantee.

EXHIBIT "C"

Preliminary Report

[Attached]

Fidelity National Title



BUILDER SERVICES

4210 Riverwalk Parkway, Suite 100
Riverside, CA 92505
Phone: (951) 710-5900
Fax: (951) 710-5955

Issuing Policies of Fidelity National Title Insurance Company

Title Officer: Andrew Margo (BS-RIV)
Escrow Officer: Builder Services OAC

Order No.: 989-30066394-A-BAM

TO:

Lewis Management Corp.
1156 N. Mountain Avenue
Upland, CA 91785

ATTN: **Ben Cendejas**
YOUR REFERENCE:

PROPERTY ADDRESS: 5253 Lytle Creek Road, Fontana, CA

AMENDED PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Fidelity National Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a Florida Corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Countersigned by:

Authorized Signature

Fidelity National Title

**BUILDER SERVICES**

4210 Riverwalk Parkway, Suite 100
Riverside, CA 92505
Phone: (951) 710-5900
Fax: (951) 710-5955

AMENDED PRELIMINARY REPORT

EFFECTIVE DATE: August 18, 2021 at 7:30 a.m., Amended: August 27, 2021, Amendment No. A

ORDER NO.: 989-30066394-A-BAM

The form of policy or policies of title insurance contemplated by this report is:

ALTA Standard Owners Policy (6-17-06)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

FONTANA 37, LLC, a Delaware limited liability company

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

See Exhibit A attached hereto and made a part hereof.

PRELIMINARY REPORT
Your Reference:

Fidelity National Title Company
Order No.: 989-30066394-A-BAM

EXHIBIT A LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FONTANA IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE REMAINDER LOT OF TRACT NO. 20018, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, FILED IN BOOK 357, PAGES 85 THROUGH 90 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM AN UNDIVIDED $\frac{1}{2}$ INTEREST IN OIL, GAS, AND OTHER HYDROCARBONS AND MINERALS NOW OR AT ANY TIME HEREAFTER SITUATED THEREIN AND THEREUNDER, WITHOUT THE RIGHT BY GRANTOR TO ENTER UPON THE SURFACE OF, IN, UNDER, AND ACROSS THE SAME, AND SUBSURFACE TO A DEPTH OF 500 FEET MEASURED IN A VERTICAL DIRECTION FROM THE EARTH SURFACE OF SAID LAND FOR THE EXPLORATION, DEVELOPMENT, EXTRACTION, OR REMOVAL OF ANY OIL, GAS, OR HYDROCARBONS OR MINERALS FOUND THEREIN, AS RESERVED IN THE DEED FROM CUCAMONGA WINERY, A CORPORATION, TO FRANK SINATRA, RECORDED MAY 16, 1956, IN BOOK 3939, PAGE 594 OF OFFICIAL RECORDS.

A PORTION OF APN: 1107-262-15

PRELIMINARY REPORT
Your Reference:

Fidelity National Title Company
Order No.: 989-30066394-A-BAM

EXCEPTIONS

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2021-2022.

B. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

1. Water rights, claims or title to water, whether or not disclosed by the public records.

2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: D.G. Scofield
Purpose: Pipeline for the conveyance of water
Recording Date: July 30, 1888
Recording No: Book 80, Page 226, of Deeds

The exact location and extent of said easement is not disclosed of record.

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: L.H. Akars
Purpose: Pipeline
Recording No: Book B, Page 453, of Water Records

The exact location and extent of said easement is not disclosed of record.

4. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: Fontana Redevelopment Agency
Recording Date: December 28, 1982
Recording No: 82-259093, Official Records

5. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$Not Set Out
Dated: July 15, 2020
Trustor/Grantor: Fontana 37, LLC, a Delaware limited liability company
Trustee: Fidelity National Title Company
Beneficiary: D.R. Horton Los Angeles Holding Company, Inc
Recording Date: July 20, 2020
Recording No: 2020-0258176, Official Records

PRELIMINARY REPORT
Your Reference:

Fidelity National Title Company
Order No.: 989-30066394-A-BAM

**EXCEPTIONS
(Continued)**

6. Matters contained in that certain document

Entitled: Development Agreement
Dated: June 23, 2020
Executed by: The City of Fontana, a California municipal corporation and general law city and
Fontana 37, LLC, a Delaware limited liability company
Recording Date: October 27, 2020
Recording No: 2020-0413589, Official Records

Reference is hereby made to said document for full particulars.

7. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

8. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.

END OF EXCEPTIONS

REQUIREMENTS SECTION

1. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: Fontana 37, LLC, a Delaware limited liability company

- a) A copy of its operating agreement, if any, and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
 - b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.
 - c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member.
 - d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity is currently domiciled.
 - e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.
 - f) If Limited Liability Company is a Single Member Entity, a Statement of Information for the Single Member will be required.
 - g) Each member and manager of the LLC without an Operating Agreement must execute in the presence of a notary public the Certificate of California LLC (Without an Operating Agreement) Status and Authority form.
2. Unrecorded matters which may be disclosed by an Owner's Affidavit or Declaration. A form of the Owner's Affidavit/Declaration is attached to this Preliminary Report/Commitment. This Affidavit/Declaration is to be completed by the record owner of the land and submitted for review prior to the closing of this transaction. Your prompt attention to this requirement will help avoid delays in the closing of this transaction. Thank you.

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit/Declaration.

END OF REQUIREMENTS

INFORMATIONAL NOTES SECTION

1. Note: Property taxes, including any personal property taxes and any assessments collected with taxes, are paid. For proration purposes the amounts were:

Tax Identification No.:	1107-262-15-0-000
Fiscal Year:	2020-2021
1st Installment:	\$68,348.28
2nd Installment:	\$68,348.25
Exemption:	\$0.00
Code Area:	010-071

2. None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.
3. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
4. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
5. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
6. Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor:	Lewis Investment Company, LLC, a Delaware limited liability company
Grantee:	Fontana 37, LLC, a Delaware limited liability company
Recording Date:	July 07, 2020
Recording No:	<u>2020-0226202, Official Records</u>

and Re-Recording Date:	July 10, 2020
and Re-Recording No:	<u>2020-0230771, Official Records</u>
Reason:	To correct the name of the Grantor erroneously listed as a Delaware Limited Liability Company

END OF INFORMATIONAL NOTES

Andrew Margo (BS-RIV)/en



Inquire before you wire!

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

Fidelity National Title



BUILDER SERVICES

4210 Riverwalk Parkway, Suite 100
Riverside, CA 92505
Phone: (951) 710-5900
Fax: (951) 710-5955

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Company

CTC – Chicago Title company
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company of California
FNTCCA - Fidelity National Title Company of California
TICOR – Tigor Title Company of California
LTC – Lawyer's Title Company
SLTC – ServiceLink Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
FNTIC - Fidelity National Title Insurance Company
CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company
CTIC – Chicago Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective January 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 934-3354 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE (Revised 05-06-16)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;

- c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

{Except as provided in Schedule B - Part II, { (or T) }his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

{PART I

{The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.}

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:}

2006 ALTA OWNER'S POLICY (06-17-06)**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:
 {The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records. }
7. {Variable exceptions such as taxes, easements, CC&R's, etc. shown here.}

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY – ASSESSMENTS PRIORITY (04-02-15)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**FIRST AMENDMENT TO PURCHASE AND
SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS**

This First Amendment to Purchase and Sale Agreement and Joint Escrow Instructions (this "**Amendment**"), dated as of June 16, 2022 (the "**Amendment Date**"), is entered into by and between FONTANA 37, LLC, a Delaware limited liability company ("**Seller**"), and WEST VALLEY WATER DISTRICT, a public agency of the State of California ("**Buyer**").

RECITALS:

A. Seller and Buyer entered into that certain Purchase and Sale of Real Property and Joint Escrow Instructions dated as of August 5, 2021 (the "**Agreement**"), with respect to the sale by Seller to Buyer of certain real property situated in the City of Fontana, County of San Bernardino, State of California, as more particularly described in the Agreement. Capitalized terms used herein without definition shall have the respective meanings ascribed to such terms in the Agreement.

B. Seller and Buyer now desire to amend the Agreement to (i) extend the Closing Date as set forth below and (ii) to add conditions to the Close of Escrow and covenants of Buyer and Seller, as more particularly set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree to amend the Agreement as follows:

1. Closing Date. The last sentence of Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Escrow shall close (the "**Closing Date**") on or before the date that is the first to occur of (i) February 12, 2023 or the satisfaction of the conditions set forth in the following Sections 2 and 3 of this Amendment below."

2. Additional Buyer Conditions to Close of Escrow. The following conditions are added to Section 10.a of the Agreement:

"v. Buyer shall have obtained an easement for ingress and egress to and from the Property on and over the adjacent real property owned by the Metropolitan Water District of Southern California ("**Access Easement**"); and

"vi Parcel Map No. 20530, which will create a legal parcel for the Property and a legal parcel for the road from Parry Peak Drive to the Property, shall have been approved by the City and recorded in the Official Records ("**Parcel Map**")."

3. Additional Seller Condition to Close of Escrow. The following condition is added to Section 10.b of the Agreement:

"v. The Parcel Map shall have been approved by the City and recorded in the Official Records."

4. Failure of Conditions. In the event that any condition to the Close of Escrow is not satisfied or capable of being satisfied prior to the Closing Date, the Party in whose favor the condition exists may either waive such condition and proceed with the Close of Escrow by delivering written notice thereof to the other Party and to Escrow holder at least three (3) business days prior to the Closing Date or terminate this Agreement, in which event the Deposit shall be returned by Escrow Holder to Buyer, less any escrow cancellation charges, if applicable, and except for those obligations which expressly survive the termination of this Agreement, neither Party shall have any further obligations hereunder. The failure of such Party to deliver written notification of the waiver of a condition as set forth above shall be deemed to constitute its election to terminate this Agreement.

5. Additional Covenants. The following additional covenants are added to the Agreement:

“a. At all times after the Amendment Date, Buyer shall use commercially reasonable efforts to obtain the Access Easement.

b. At all times after the Amendment Date, Seller shall use commercially reasonable efforts to obtain the City’s approval of and the recordation of the Parcel Map.”

6. Miscellaneous.

6.1 Agreement Unmodified. Except as modified by this Amendment, all of the terms, covenants, conditions and provisions of the Agreement shall remain and continue unmodified, in full force and effect. From and after the date hereof, the term “this Agreement” shall be deemed to refer to the Agreement, as amended by this Amendment. If and to the extent that any of the provisions of this Amendment conflict or are otherwise inconsistent with any provisions of the Agreement, the provisions of this Amendment shall prevail.

6.2 Entire Agreement. This Amendment, together with the Agreement, contains the entire agreement between Seller and Buyer with respect to the matters stated herein. This Amendment cannot be changed in any manner except by a written agreement signed by Seller and Buyer.

6.3 Governing Law. This Amendment shall be construed and enforced in accordance with the Laws of the State of California.

6.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. The parties hereby acknowledge and agree that signatures transmitted electronically in portable document format (.pdf), by DocuSign (or any similar technology), by transmitted image file or such other comparable electronic format shall be legal and binding and shall have the same full force and effect as if an original of this Amendment had been delivered in hand, regardless of whether each such signature is signed or transmitted by the same or a different method or technology.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Amendment Date first above written.

SELLER:

FONTANA 37, LLC
a Delaware limited liability company

By: [Signature]
Name: BRYAN GOODMAN
Title: AUTHORIZED AGENT

BUYER:

WEST VALLEY WATER DISTRICT,
a public agency of the State of California

By: [Signature] 6/20/22
Name: Van Jew
Its: Acting General Manager

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This Second Amendment to Purchase and Sale Agreement and Joint Escrow Instructions (this “*Amendment*”), dated as of February 9, 2023 (the “*Amendment Date*”), and is entered into by and between **FONTANA 37, LLC**, a Delaware limited liability company (“*Seller*”), and **WEST VALLEY WATER DISTRICT**, a public agency of the State of California (“*Buyer*”).

RECITALS:

A. Seller and Buyer entered into that certain Purchase and Sale of Real Property and Joint Escrow Instructions dated as of August 10, 2022, as amended by that certain First Amendment to Purchase and Sale Agreement and Joint Escrow Instructions dated August 10, 2022 (“**First Amendment**”) (collectively, the “**Agreement**”), with respect to sale by Seller to Buyer of certain real property situated in the City of Fontana, County of San Bernardino, State of California, as more particularly described in the Agreement. Capitalized terms used herein without definition shall have the respective meanings ascribed to such terms in the Agreement.

B. Seller and Buyer now desire to amend the Agreement to extend the Closing Date from February 12, 2023 to May 12, 2023.

NOW THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree to amend the Agreement as follows:

1. Closing Date. The last sentence of Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

“Escrow shall close (the “*Closing Date*”) on or before the date that is the earlier of (i) May 12, 2023, or (ii) five (5) business days after the satisfaction of the conditions set forth in Sections 10(a)(v) and 10(a)(vi) of the Agreement.”

2. Miscellaneous.

2.1 Agreement Unmodified. Except as modified by this Amendment, all of the terms, covenants, conditions and provisions of the Agreement shall remain and continue unmodified, in full force and effect.

2.2 Entire Agreement. This Amendment, together with the Agreement, contains the entire agreement between Seller and Buyer with respect to the matters stated herein. This Amendment cannot be changed in any manner except by a written agreement signed by Seller and Buyer.

2.3 Governing Law. This Amendment shall be construed and enforced in accordance with the Laws of the State of California.

2.4 Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same

document. The parties hereby acknowledge and agree that signatures transmitted electronically in portable document format (.pdf), by DocuSign (or any similar technology), by transmitted image file or such other comparable electronic format shall be legal and binding and shall have the same full force and effect as if an original of this Amendment had been delivered in hand, regardless of whether each such signature is signed or transmitted by the same or a different method or technology.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

SELLER:

FONTANA 37, LLC
a Delaware limited liability company

By: Lewis Management Corp.
a Delaware corporation

DocuSigned by:
Bryan Goodman
By: _____
Name: Bryan I. Goodman
Title: EVP/Development

BUYER:

WEST VALLEY WATER DISTRICT,
a public agency of the State of California

DocuSigned by:
Van Jew
By: _____
Name: Van Jew
Its: Acting General Manager

WBF:aa Z:\Legal\PROJECT DEV - CALIFORNIA\Fontana - Frome Property G2371\Sale to West Valley Water District G2371.2\Drafts\Second Amendment to PSA (2.09.2023) v2 clean.docx

THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This Third Amendment to Purchase and Sale Agreement and Joint Escrow Instructions (this “*Amendment*”), dated as of May 9, 2023 (the “*Amendment Date*”), and is entered into by and between FONTANA 37, LLC, a Delaware limited liability company (“*Seller*”), and WEST VALLEY WATER DISTRICT, a public agency of the State of California (“*Buyer*”).

RECITALS:

A. Seller and Buyer entered into that certain Purchase and Sale of Real Property and Joint Escrow Instructions dated as of August 10, 2022, as amended by that certain First Amendment to Purchase and Sale Agreement and Joint Escrow Instructions dated August 10, 2022 and that Second Amendment to Purchase and Sale Agreement and Joint Escrow Instructions dated February 9, 2023 (collectively, the “*Agreement*”), with respect to sale by Seller to Buyer of certain real property situated in the City of Fontana, County of San Bernardino, State of California, as more particularly described in the Agreement. Capitalized terms used herein without definition shall have the respective meanings ascribed to such terms in the Agreement.

B. Seller and Buyer now desire to amend the Agreement to extend the Closing Date from May 12, 2023 to July 31, 2023.

NOW THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree to amend the Agreement as follows:

1. Closing Date. The last sentence of Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

“Escrow shall close (the “*Closing Date*”) on or before the date that is the earlier of (i) July 31, 2023, or (ii) five business days after the satisfaction of the condition set forth in Sections 10(a)(v) and 10(a)(vi) of the Agreement.”

2. Miscellaneous.

2.1 Agreement Unmodified. Except as modified by this Amendment, all of the terms, covenants, conditions and provisions of the Agreement shall remain and continue unmodified, in full force and effect.

2.2 Entire Agreement. This Amendment, together with the Agreement, contains the entire agreement between Seller and Buyer with respect to the matters stated herein. This Amendment cannot be changed in any manner except by a written agreement signed by Seller and Buyer.

2.3 Governing Law. This Amendment shall be construed and enforced in accordance with the Laws of the State of California.

2.4 Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. The parties hereby acknowledge and agree that signatures transmitted electronically in portable document format (.pdf), by DocuSign (or any similar technology), by transmitted image file or such other comparable electronic format shall be legal and binding and shall have the same full force and effect as if an original of this Amendment had been delivered in hand, regardless of whether each such signature is signed or transmitted by the same or a different method or technology.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

SELLER:

FONTANA 37, LLC
a Delaware limited liability company

By: Lewis Management Corp.
a Delaware corporation

DocuSigned by:
Bryan T. Goodman
By: _____
EC74E312F45A43D
Name: Bryan T. Goodman
Title: EVP/Development

BUYER:

WEST VALLEY WATER DISTRICT,
a public agency of the State of California

DocuSigned by:
Van Jew
By: _____
1D8C890C74B8456
Name: Van Jew
Its: Acting General Manager

WBF:aa Z:\Legal\PROJECT DEV - CALIFORNIA\Fontana - Frome Property G2371\Sale to West Valley Water District G2371.2\Drafts\Third Amendment to PSA-COE Extension (5.09.2023) v2.docx

EXHIBIT B

**FOURTH AMENDMENT TO PURCHASE AND
SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS**

This Fourth Amendment to Purchase and Sale Agreement and Joint Escrow Instructions (this “*Amendment*”), dated as of _____, 2023 (the “*Amendment Date*”), and is entered into by and between FONTANA 37, LLC, a Delaware limited liability company (“*Seller*”), and WEST VALLEY WATER DISTRICT, a public agency of the State of California (“*Buyer*”).

RECITALS:

A. Seller and Buyer entered into that certain Purchase and Sale of Real Property and Joint Escrow Instructions dated as of August 10, 2022, as amended by that certain First Amendment to Purchase and Sale Agreement and Joint Escrow Instructions dated August 10, 2022, that Second Amendment to Purchase and Sale Agreement and Joint Escrow Instructions dated February 9, 2023, and that Third Amendment to Purchase and Sale Agreement and Joint Escrow Instructions dated May 9, 2023 (collectively, the “*Agreement*”), with respect to sale by Seller to Buyer of certain real property situated in the City of Fontana, County of San Bernardino, State of California, as more particularly described in the Agreement. Capitalized terms used herein without definition shall have the respective meanings ascribed to such terms in the Agreement.

B. Seller and Buyer now desire to further amend the Agreement as more particularly set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree to amend the Agreement as follows:

1. Removal of Additional Buyer Conditions to Close of Escrow. Subsections 10.a.v and 10.a.vi of the Agreement (as added by the First Amendment to the Agreement) are hereby deleted in their entirety and of no further force or effect.
2. Property. The term “Property” is hereby amended to include Lot H of Tract No. 20018 (“*Lot H*”) at no additional cost to Buyer, and all references in the Agreement to the term “Property” shall be deemed to include Lot H. As such, Exhibit “A” of the Agreement is hereby deleted in its entirety and replaced with the attached Amended Exhibit “A.” For avoidance of doubt, at time of Closing, the Grant Deed (Exhibit “B” to the Agreement) and any other documents required by the Parties under Section 11 of the Agreement (Deliveries to Escrow Holder) shall be revised to include the Amended Exhibit “A” and the Prorations under Section 14 of the Agreement for the Property shall be calculated to also include APN 1107-521-74-0-000 for Lot H.
3. Title. The Preliminary Report attached hereto as Amended Exhibit “C” has been updated to include Lot H (the “*Amended Preliminary Report*”) and hereby replaces Exhibit “C” in the Agreement. The term “Preliminary Report” in the Agreement means the Amended Preliminary Report. Buyer hereby approves of all title exceptions set forth in the Amended Preliminary Report.
4. Post-Closing Easements. Seller and Buyer agree that Buyer’s procurement of easements from the City and the Metropolitan Water District necessary for Buyer’s intended use of the

Property shall be completed after the Close of Escrow and is the sole responsibility of Buyer and at Buyer's sole cost and expense. Seller has no obligation or liability to Buyer with regards to such easements.

5. Miscellaneous.

a. Agreement Unmodified. Except as modified by this Amendment, all of the terms, covenants, conditions and provisions of the Agreement shall remain and continue unmodified, in full force and effect. If there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.

b. Entire Agreement. This Amendment, together with the Agreement, contains the entire agreement between Seller and Buyer with respect to the matters stated herein. This Amendment cannot be changed in any manner except by a written agreement signed by Seller and Buyer.

c. Governing Law. This Amendment shall be construed and enforced in accordance with the Laws of the State of California.

d. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. The parties hereby acknowledge and agree that signatures transmitted electronically in portable document format (.pdf), by DocuSign (or any similar technology), by transmitted image file or such other comparable electronic format shall be legal and binding and shall have the same full force and effect as if an original of this Amendment had been delivered in hand, regardless of whether each such signature is signed or transmitted by the same or a different method or technology.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

SELLER: **FONTANA 37, LLC**
a Delaware limited liability company

By: Lewis Management Corp.
a Delaware corporation

By: _____
Name: Bryan T. Goodman
Title: EVP/Development

BUYER: **WEST VALLEY WATER DISTRICT,**
a public agency of the State of California

By: _____
Name: Van Jew
Its: Acting General Manager

WBf:aa Z:\Legal\PROJECT DEV - CALIFORNIA\Fontana - Frome Property G2371\Sale to West Valley Water District G2371.2\Drafts\Fourth Amendment to PSA (5.26.2023) v3 FINAL FORM.docx

AMENDED EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FONTANA IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE REMAINDER LOT AND LOT H OF TRACT NO. 20018, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, FILED IN BOOK 357, PAGES 85 THROUGH 90 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM AN UNDIVIDED ½ INTEREST IN OIL, GAS, AND OTHER HYDROCARBONS AND MINERALS NOW OR AT ANY TIME HEREAFTER SITUATED THEREIN AND THEREUNDER, WITHOUT THE RIGHT BY GRANTOR TO ENTER UPON THE SURFACE OF, IN, UNDER, AND ACROSS THE SAME, AND SUBSURFACE TO A DEPTH OF 500 FEET MEASURED IN A VERTICAL DIRECTION FROM THE EARTH SURFACE OF SAID LAND FOR THE EXPLORATION, DEVELOPMENT, EXTRACTION, OR REMOVAL OF ANY OIL, GAS, OR HYDROCARBONS OR MINERALS FOUND THEREIN, AS RESERVED IN THE DEED FROM CUCAMONGA WINERY, A CORPORATION, TO FRANK SINATRA, RECORDED MAY 16, 1956, IN BOOK 3939, PAGE 594 OF OFFICIAL RECORDS.

APN: 1107-521-76-0-000 and 1107-521-74-0-000

AMENDED EXHIBIT "C"
AMENDED PRELIMINARY REPORT

[See Attached]

Fidelity National Title


BUILDER SERVICES

4210 Riverwalk Parkway, Suite 100
 Riverside, CA 92505
 Phone: (951) 710-5900
 Fax: (951) 710-5955

Issuing Policies of Fidelity National Title Insurance Company

Title Officer: Andrew Margo (BS-RIV)
 Escrow Officer: Brenna Ryan

Order No.: 014-**30066394**-C-BAM

TO:

Lewis Management Corp.
 1156 N. Mountain Avenue
 Upland, CA 91785

ATTN: **Ben Cendejas**
 YOUR REFERENCE:

PROPERTY ADDRESS: 5253 Lytle Creek Road, Fontana, CA

AMENDED PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Fidelity National Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a Florida Corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Countersigned by:

Authorized Signature



4210 Riverwalk Parkway, Suite 100
Riverside, CA 92505
Phone: (951) 710-5900
Fax: (951) 710-5955

AMENDED PRELIMINARY REPORT

EFFECTIVE DATE: April 10, 2023 at 7:30 a.m., Amended: May 8, 2023, Amendment No. C

ORDER NO.: 014-30066394-C-BAM

The form of policy or policies of title insurance contemplated by this report is:

ALTA Standard Owners Policy (6-17-06)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS [VESTED IN:](#)

FONTANA 37, LLC, a Delaware limited liability company

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

See Exhibit A attached hereto and made a part hereof.

PRELIMINARY REPORT
Your Reference:

Fidelity National Title Company
Order No.: 014-30066394-C-BAM

EXHIBIT A LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FONTANA IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE REMAINDER LOT AND LOT H OF [TRACT NO. 20018](#), IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, FILED IN [BOOK 357, PAGES 85](#) THROUGH 90 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM AN UNDIVIDED ½ INTEREST IN OIL, GAS, AND OTHER HYDROCARBONS AND MINERALS NOW OR AT ANY TIME HEREAFTER SITUATED THEREIN AND THEREUNDER, WITHOUT THE RIGHT BY GRANTOR TO ENTER UPON THE SURFACE OF, IN, UNDER, AND ACROSS THE SAME, AND SUBSURFACE TO A DEPTH OF 500 FEET MEASURED IN A VERTICAL DIRECTION FROM THE EARTH SURFACE OF SAID LAND FOR THE EXPLORATION, DEVELOPMENT, EXTRACTION, OR REMOVAL OF ANY OIL, GAS, OR HYDROCARBONS OR MINERALS FOUND THEREIN, AS RESERVED IN THE DEED FROM CUCAMONGA WINERY, A CORPORATION, TO FRANK SINATRA, RECORDED MAY 16, 1956, IN [BOOK 3939, PAGE 594](#) OF OFFICIAL RECORDS.

APN: 1107-521-76-0-000 & 1107-521-74-0-000

EXCEPTIONS**AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:**

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2023-2024.
- B. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

1. Water rights, claims or title to water, whether or not disclosed by the public records.
2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: D.G. Scofield
 Purpose: Pipeline for the conveyance of water
 Recording Date: July 30, 1888
 Recording No: [Book 80, Page 226](#), of Deeds

The exact location and extent of said easement is not disclosed of record.

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: L.H. Akars
 Purpose: Pipeline
 Recording No: Book B, Page 453, of Water Records

The exact location and extent of said easement is not disclosed of record.

4. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: Fontana Redevelopment Agency
 Recording Date: December 28, 1982
 Recording No: [82-259093, Official Records](#)

5. Intentionally Deleted

6. Matters contained in that certain document

Entitled: Development Agreement
 Dated: June 23, 2020
 Executed by: The City of Fontana, a California municipal corporation and general law city and Fontana 37, LLC, a Delaware limited liability company
 Recording Date: October 27, 2020
 Recording No: [2020-0413589, Official Records](#)

Reference is hereby made to said document for full particulars.

**EXCEPTIONS
(Continued)**

7. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

8. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

9. Recitals as shown on that certain map/plat

Recording Date: December 10, 202
Recording No: 2020-0500833

Which among other things recites.

We also reserve, unto ourselves, our heirs, successors and assigns Lot "H" for open space purposes.

Reference is hereby made to said document for full particulars.

PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.

END OF EXCEPTIONS

REQUIREMENTS SECTION

1. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: Fontana 37, LLC, a Delaware limited liability company

- a) A copy of its operating agreement, if any, and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
 - b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.
 - c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member.
 - d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity is currently domiciled.
 - e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.
 - f) If Limited Liability Company is a Single Member Entity, a Statement of Information for the Single Member will be required.
 - g) Each member and manager of the LLC without an Operating Agreement must execute in the presence of a notary public the Certificate of California LLC (Without an Operating Agreement) Status and Authority form.
2. Unrecorded matters which may be disclosed by an Owner's Affidavit or Declaration. A form of the Owner's Affidavit/Declaration is attached to this Preliminary Report/Commitment. This Affidavit/Declaration is to be completed by the record owner of the land and submitted for review prior to the closing of this transaction. Your prompt attention to this requirement will help avoid delays in the closing of this transaction. Thank you.

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit/Declaration.

END OF REQUIREMENTS

INFORMATIONAL NOTES SECTION

1. Note: Property taxes, including any personal property taxes and any assessments collected with taxes, are paid. For proration purposes the amounts were:

Tax Identification No.: 1107-521-76-0-000
 Fiscal Year: 2022-2023
 1st Installment: \$278.99
 2nd Installment: \$278.96
 Exemption: \$0.00
 Code Area: 010-071

2. None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.
3. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
4. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
5. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
6. Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor: Lewis Investment Company, LLC, a Delaware limited liability company
 Grantee: Fontana 37, LLC, a Delaware limited liability company
 Recording Date: July 07, 2020
Recording No: [2020-0226202, Official Records](#)

and Re-Recording Date: July 10, 2020
 and Re-Recording No: [2020-0230771, Official Records](#)
 Reason: To correct the name of the Grantor erroneously listed as a Delaware Limited Liability Company

END OF INFORMATIONAL NOTES

Andrew Margo (BS-RIV)/en

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

Fidelity National Title



BUILDER SERVICES

4210 Riverwalk Parkway, Suite 100
Riverside, CA 92505
Phone: (951) 710-5900
Fax: (951) 710-5955

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Company

CTC – Chicago Title company
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company of California
FNTCCA - Fidelity National Title Company of California
TICOR – Ticor Title Company of California
LTC – Lawyer's Title Company
SLTC – ServiceLink Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
FNTIC - Fidelity National Title Insurance Company
CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company
CTIC – Chicago Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective January 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and others’ products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 934-3354 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE (Revised 05-06-16)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;

- c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

{Except as provided in Schedule B - Part II, {t{or T}his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

{PART I

{The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.}

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:}

2006 ALTA OWNER'S POLICY (06-17-06)**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

{The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records. }
7. {Variable exceptions such as taxes, easements, CC&R's, etc. shown here.}

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY – ASSESSMENTS PRIORITY (04-02-15)**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

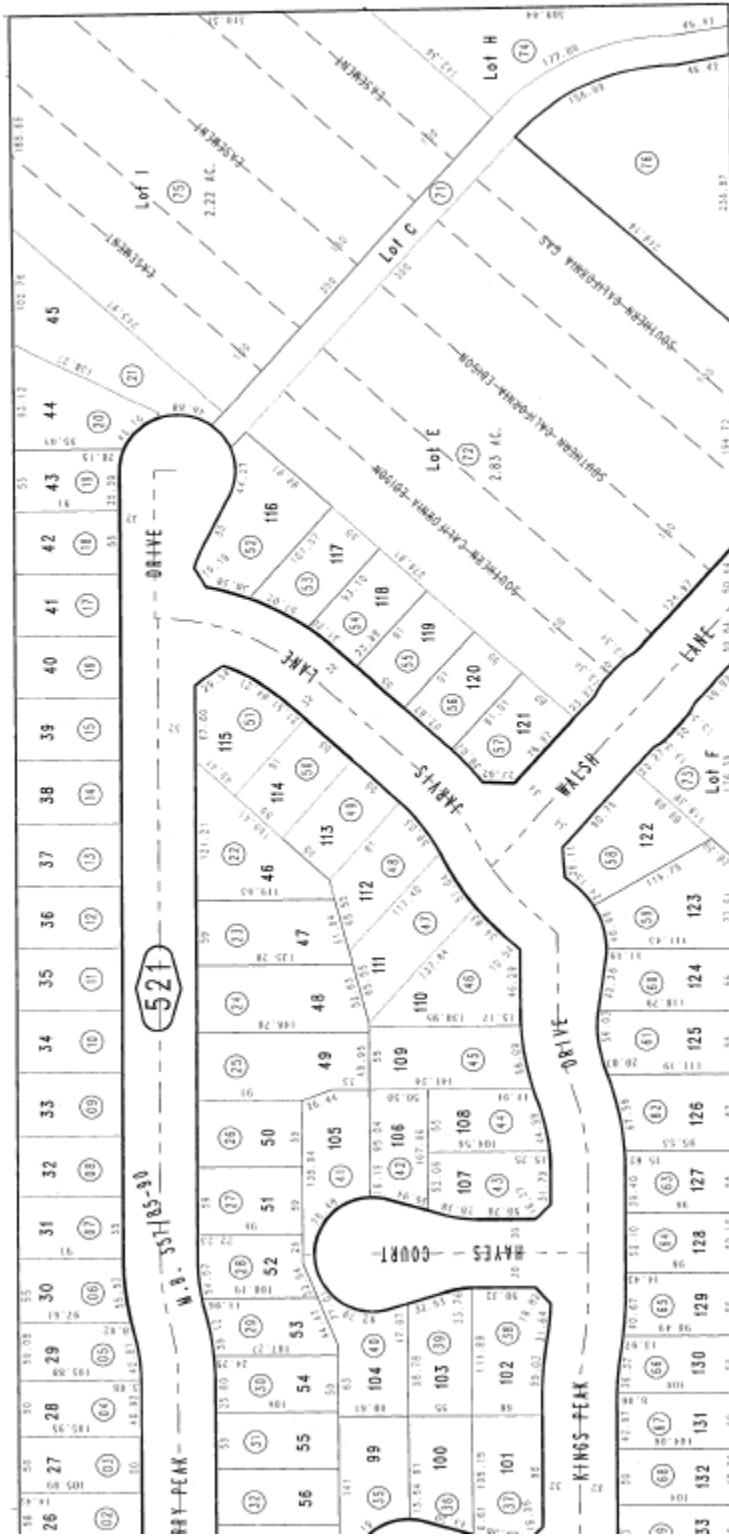
1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Ptn. Tract No. 20018, M.B. 357/85-90
City of Fontana
Tax Rate Area
10071

1107 - 52



26



26

REVISED

Assessor's Map
Book 1107 Page 52
San Bernardino County

Pln. N.E.1/4, Sec. 24
T.1N., R.6W.

OWNER'S DECLARATION

Escrow No.: 30066394-014-BR5-BAM
Property Address: 5253 Lytle Creek Road
Fontana, CA

The undersigned hereby declares as follows:

1. (Fill in the applicable paragraph and strike the other)
 - a. Declarant ("Owner") is the owner or lessee, as the case may be, of certain premises located at 5253 Lytle Creek Road, Fontana, CA, further described as follows: See Preliminary Report/Commitment No. for full legal description (the "Land").
 - b. Declarant is the _____ of _____ ("Owner"), which is the owner or lessee, as the case may be, of certain premises located at 5253 Lytle Creek Road, Fontana, CA, further described as follows: See Preliminary Report/Commitment No. for full legal description (the "Land").
2. (Fill in the applicable paragraph and strike the other)
 - a. During the period of six months immediately preceding the date of this declaration no work has been done, no surveys or architectural or engineering plans have been prepared, and no materials have been furnished in connection with the erection, equipment, repair, protection or removal of any building or other structure on the Land or in connection with the improvement of the Land in any manner whatsoever.
 - b. During the period of six months immediately preceding the date of this declaration certain work has been done and materials furnished in connection with _____ upon the Land in the approximate total sum of \$_____, but no work whatever remains to be done and no materials remain to be furnished to complete the construction in full compliance with the plans and specifications, nor are there any unpaid bills incurred for labor and materials used in making such improvements or repairs upon the Land, or for the services of architects, surveyors or engineers, except as follows: _____. Owner, by the undersigned Declarant, agrees to and does hereby indemnify and hold harmless Fidelity National Title Company against any and all claims arising therefrom.
3. Owner has not previously conveyed the Land; is not a debtor in bankruptcy (and if a partnership, the general partner thereof is not a debtor in bankruptcy); and has not received notice of any pending court action affecting the title to the Land.
4. Except as shown in the above-referenced Preliminary Report/Commitment, there are no unpaid or unsatisfied mortgages, deeds of trust, Uniform Commercial Code financing statements, regular assessments, special assessments, periodic assessments or any assessment from any source, claims of lien, special assessments, or taxes that constitute a lien against the Land or that affect the Land but have not been recorded in the public records. There are no violations of the covenants, conditions and restrictions as shown in the above-referenced Preliminary Report/Commitment.
5. The Land is currently in use as _____; _____ occupy/occupies the Land; and the following are all of the leases or other occupancy rights affecting the Land:

6. There are no other persons or entities that assert an ownership interest in the Land, nor are there unrecorded easements, claims of easement, or boundary disputes that affect the Land.
7. There are no outstanding options to purchase or rights of first refusal affecting the Land.
8. Between the most recent Effective Date of the above-referenced Preliminary Report/Commitment and the date of recording of the Insured Instrument(s), Owner has not taken or allowed, and will not take or allow, any action or inaction to encumber or otherwise affect title to the Land.

This declaration is made with the intention that Fidelity National Title Company (the "Company") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Owner, by the undersigned Declarant, agrees to indemnify the Company against loss or damage (including attorneys fees, expenses, and costs) incurred by the Company as a result of any untrue statement made herein.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on _____ at _____.

Signature: _____



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: July 6, 2023
TO: Board of Directors
FROM: Van Jew, Acting General Manager
SUBJECT: AGREEMENT BETWEEN WEST VALLEY WATER DISTRICT AND RIVERSIDE HIGHLAND WATER COMPANY FOR THE MUTUAL PURCHASE AND TRANSFER OF WATER DURING A BONA FIDE WATER EMERGENCY

DISCUSSION:

West Valley Water District (District) provides water service to customers within its service area. Riverside Highland Water Company (RHWC) is a mutual water company providing water service to its stockholders within its service area. Both Parties hold rights to pump water from the Lytle Creek Basin.

The District and RHWC desire and believe it is in the best interests of their respective customers to have the right to purchase available water supplies from the other Party in case of a bona fide water emergency - creating a “purchasing Party” and “selling Party” during each transaction. To that end, the Parties wish to enter into a Transfer of Water Agreement (Agreement) attached as Exhibit A. Subject to the terms of the Agreement, each party will agree to make available, for purchase to the other Party, emergency water supplies necessary to assist the receiving Party to serve its customers. However, each Party understands and acknowledges that the other Party’s primary responsibility is to serve its own stockholders or customers. Accordingly, each Party shall have the absolute discretion to determine what amount of water, if any, to sell to the other Party in case of a bona fide water emergency. For the purpose of the Agreement, the bona fide water emergency need not be a declared water shortage emergency.

The Parties further agree that the precise quantity and pressure of water delivered from the selling Party to the purchasing Party may also vary due to climatologically, water supply, system availability and other conditions. Water deliveries shall be metered by the selling Party and shall ordinarily be delivered through the Baseline Feeder on Base Line Street, Rialto, California. Upon concurrence of the Parties, water may also be delivered at any other mutually agreeable location.

FISCAL IMPACT:

No Fiscal impact to the District.

STAFF RECOMMENDATION:

That the Board of Directors:

1. Approve an Agreement between West Valley Water District and the Riverside Highland Water Company for the Mutual Purchase and Transfer of Water during a Bonda Fide Water Emergency and;
2. Authorize the General Manger to execute the necessary documents.

Respectfully Submitted,

Van Jew

Van Jew, Acting General Manager

LJ:ls

ATTACHMENT(S):

1. EXHIBIT A - Emergency Water Agreement

MEETING HISTORY:

06/20/23 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A

**AGREEMENT
BY AND BETWEEN THE WEST VALLEY WATER DISTRICT
AND RIVERSIDE HIGHLAND WATER COMPANY
FOR THE MUTUAL PURCHASE AND TRANSFER OF WATER DURING
A BONA FIDE WATER EMERGENCY**

1. Parties and Date

This Agreement regarding the Mutual Transfer of Water during a Bona Fide Water Emergency (“Agreement”) is entered into as of the ____ day of _____, 2023, by and between the West Valley Water District, a public agency formed and operating under the County Water District Law pursuant to California Water Code Section 30000, et seq., located within San Bernardino County, California (“WVWD”) and Riverside Highland Water Company, a California Corporation (“RHWC”). WVWD and RHWC may be referred to individually as “Party” or collectively as the “Parties.”

2. Recitals

- 2.1** WVWD provides water service to customers within its service area. RHWC is a mutual water company providing water service to its stockholders within its service area. Both Parties hold rights to pump water from the Lytle Creek Basin.
- 2.2** RHWC owns property within and adjacent to WVWD’s service.
- 2.3** WVWD and RHWC desire and believe it is in the best interests of their respective customers to have the right to purchase available water supplies from the other Party in case of a bona fide water emergency—creating a “purchasing Party” and “selling Party” during each transaction.
- 2.4** The Parties acknowledge that it is the intent of both Parties that by entering into this Agreement, RHWC’s status as a mutual water company will remain intact, and that RHWC will remain outside of the jurisdiction of the California Public Utilities Commission pursuant to Section 2705 of the Public Utilities Code, and that the Parties do not intend to imply in any way that Riverside-Highland will be engaging in any activities which might jeopardize that status.

NOW, THEREFORE, in consideration of the preceding promises and the mutual covenants hereinafter contained, and for other good and valuable consideration, the Parties agree as follows:

3. Terms

- 3.1 Term.** The term of the Agreement shall commence on the date first written above (“Commencement Date”) and remain in full force and effect until either Party terminates this agreement pursuant to Section 3.8 of this Agreement.

- 3.2 Amount of Water; Meter; Delivery Point.** Subject to the other terms of this Agreement, each of the Parties hereto agrees to make available, for purchase to the other Party, emergency water supplies necessary to assist the receiving Party to serve its customers. For the purposes of this Agreement, the bona fide water emergency need not be a declared water shortage emergency. However, each Party understands and acknowledges that the other Party's primary responsibility is to serve its own stockholders or customers. Accordingly, each Party shall have the absolute discretion to determine what amount of water, if any, to sell to the other Party in case of a bona fide water emergency. The Parties further agree that the precise quantity and pressure of water delivered from the selling Party to the purchasing Party may also vary due to climatologically, water supply, system availability and other conditions. Water deliveries shall be metered by the selling Party. Water shall ordinarily be delivered through the Baseline Feeder on Base Line Street, Rialto, California. Upon concurrence of the Parties, water may also be delivered at any other mutually agreeable location.
- 3.3 Request Procedure; Delegation of Authority to Approve Purchases.** If one Party has an emergency and desires to purchase water from the other, the purchasing Party shall send a request to the selling Party. The request can be made via electronic mail (e-mail) and shall contain the proposed parameters and details of the transaction, including the amount of water requested, proposed delivery points, proposed delivery schedule and associated costs. If the selling Party has or can make water available, concurs that an emergency exists, and desires to sell water to the purchasing Party, the details of the final transaction shall be negotiated and memorialized in writing and executed by the Parties' authorized agent. For the purposes of this Agreement, WVWD's General Manager and/or his/her/its designee and RHWC's General Manager and/or his/her/its designee are hereby delegated express authority to negotiate and approve purchases as outlined herein.
- 3.4 Payments for Water.** During the course of any transaction, at the end of each month, the selling Party shall read the appropriate meter(s) and record the quantity of water that was actually delivered from the selling Party to the purchasing Party during the preceding month. The selling Party shall deliver a copy of such record and/or an invoice to the purchasing Party reflecting the amount of water delivered and the price therefore. The purchasing Party shall pay the selling Party for all water that the selling Party delivered to the purchasing Party on or before the thirtieth (30th) calendar day after the purchasing Party receives the monthly invoice for such water from the selling Party.
- 3.5 Water Quality.** All water supplied pursuant to the Agreement shall comply with any, and all applicable standards and laws. Water sold for potable/public drinking water uses shall conform to all applicable local, state, and federal drinking water laws and standards.

3.6 Interruption of Water Supply. The Parties acknowledge and agree that from time to time during the term of the Agreement it may be necessary for the selling Party to interrupt the flow of water to the purchasing Party. The selling Party retains the sole discretionary rights to interrupt the flow of water at any time and for any reason. Selling Party, however, shall endeavor to notify the purchasing Party at least 24 hours in advance of any substantial reduction or cessation of water supply deliveries to the purchasing Party.

3.7 Acknowledgement Regarding Mutual Water Company Status

3.7.1 The Parties understand and agree that RHWC intends to retain its mutual water company status such that it does not become subject to the jurisdiction of the California Public Utilities Commission (PUC) and that RHWC would not enter into this Agreement were the provisions of Public Utilities Code sections 2701, 2702, 2703, or any other relevant provision of law which could potentially subject RHWC to the jurisdiction of the PUC.

3.7.2 The Parties acknowledge that Public Utilities Code section 2705 provides that mutual water companies are not subject to the jurisdiction of the PUC if they deliver water to their stockholders or to certain public agencies, including cities, at cost. The Parties agree that any delivery of water contemplated by this Agreement by RHWC is meant to conform to section 2705.

3.7.3 The Parties further acknowledge that Public Utilities Code Section 2705(d) states that, “[i]n a bona fide water emergency, but for no longer than the existence of the emergency, [a mutual water company] may deliver water at cost to any person owning or leasing real property located within or adjacent to the service area of the mutual company, provided that the water is delivered pursuant to a written contact signed by the mutual water company and the person to whom the water is delivered.” The Parties acknowledge that Riverside-Highland owns or leases real property within and adjacent to the service area of WVWD. The Parties agree that the delivery of water contemplated by this Agreement is meant to conform to section 2705(d).

3.8 Termination. Either Party may unilaterally terminate this Agreement, for any or no reason on the expiration of thirty (30) days after written notice of termination is provided to the other Party.

3.9 No Assignment. Neither Party may assign its rights under this Agreement without the express, written consent of the other Party.

- 3.10 Indemnification.** WVWD and RHWC shall each defend, indemnify and hold the other Party and its officials, officers, employees, consultants, subcontractors, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out or incident to any negligent acts omissions or willful misconduct of the indemnifying party or its officials, officers, employees, consultants, subcontractors, volunteers and agents arising out of or in connection with the performance of this Agreement, including negligent acts or omissions to provide water which does not meet all federal, state and locals laws related to water quality; except loss or liability caused by a Party's sole willful conduct or active negligence.
- 3.11 Entire Agreement.** This Agreement contains the entire agreement between the Parties respecting the subject matter thereof and supersedes all prior understandings and agreements, whether oral or in writing, between the Parties respecting the subject matter of the Agreement.
- 3.12 Severability.** In any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms covenants, conditions or provisions of this Agreement, or the application thereof to any other person or circumstance, shall remain in full force and affect and shall in no way be affected impaired or invalidated thereby.
- 3.13 Waiver of Covenants, Conditions and Remedies.** The waiver by one (1) Party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement. The waiver by either or both Parties of the time for performing any other act under this Agreement shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time.
- 3.14 Amendment.** This Agreement may be amended at any time by the written agreement of the Parties. All amendments and changes of the Agreement, in all or in part, and from time to time, shall be binding upon the Parties despite any lack of legal consideration, so long as the same shall be in writing, duly approved and executed by the Parties hereto.
- 3.15 Relationship of Parties.** The Parties agree that their relationship is one of mutual assistance and that nothing contained herein shall render either Party, the agent or legal representative of the other for any purpose whatsoever, nor shall this Agreement be deemed to create any form of business organization between the Parties hereto, nor is either Party granted any right or authority to assume or create any obligation

or responsibility on behalf of the other Party, nor shall either Party be in any way liable for any debt of the other.

3.16 No Third-Party Benefit. This Agreement is intended to benefit only the Parties hereto and no other person or entity has or shall acquire any rights hereunder.

3.17 Further Acts. Each Party hereby that it shall, upon request of the other, execute and deliver such further documents (in form and substance reasonably acceptable to the Party to be charged) and do such other acts and things as are reasonably necessary and appropriate to effectuate the terms and conditions of this Agreement.

3.18 Notices. All notices and demands that either Party is required or desires to give to the other shall be given in writing by the United States registered or certified mail, return receipt requested, by personal delivery, by facsimile with confirmation of receipt, by express courier service or by electronic mail to the street address or facsimile number set forth below for the respective Party or any electronic mail address subsequently given, provided that if any Party gives notice of a change of name or address, notices to the Party shall thereafter be given as set forth in that notice. All notices and demands shall be effective upon receipt or upon refusal to accept delivery.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties through their respective authorized representatives, have executed this Agreement as of the date first written above.

(“WVWD”)
West Valley Water District,
a California County Water District
855 W. Baseline Road
Rialto, CA 92376

(“RHWC”)
Riverside Highland Water Company,
a California Corporation
12374 Michigan St.,
Grand Terrace, CA 92313

By: _____
John Thiel,
General Manager

By: _____
Don Hough,
General Manager

Date: _____

Date: _____

ATTEST:

By: _____
Elvia Dominguez
Board Secretary

APPROVED AS TO FORM:
Best, Best and Krieger

By: _____
Jeffrey F. Ferre
General Counsel



ALBRIGHT, YEE & SCHMIT, APC
707 Wilshire Boulevard, Suite 3600
Los Angeles, CA 90017-3516
Phone: (213) 833-1700
Fax: (213) 833-1710
www.ayslaw.com

West Valley Water District

Invoice

Invoice Number	28154
Invoice Date	06/14/2023
Payment Due On	06/14/2023
Amount Due	\$6,302.50

Pay Now



Scan to pay

Vo

LCW LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

6033 W. Century Boulevard
5th Floor
Los Angeles, CA 90045
310-981-2000
Fed. Tax I.D. #95-3658973

Attorney – Client Privilege

West Valley Water District
Haydee Sainz
Human Resources & Risk Management Manager
hsainz@wvwd.org

Invoice 244262
May 31, 2023

Client/Matter No.: WE126-00001
Re: General

Billing Summary

Total Fees
Total Costs
Total Charges

\$2,447.00
\$0.00
\$2,447.00

OK to pay.
6/29/2023
[Signature]

LCW LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

6033 W. Century Boulevard
5th Floor
Los Angeles, CA 90045
310-981-2000
Fed. Tax I.D. #95-3658973

Attorney – Client Privilege

West Valley Water District
Haydee Sainz
Human Resources & Risk Management Manager
hsainz@wvwd.org

Invoice 244263
May 31, 2023

Client/Matter No.: WE126-00007
Re: William “Bill” Krueger Matters

Billing Summary

Total Fees
Total Costs
Total Charges

\$1,765.00
\$0.00
<u>\$1,765.00</u>

Ok to pay
6/29/2023
CS

LCW LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

6033 W. Century Boulevard
5th Floor
Los Angeles, CA 90045
310-981-2000
Fed. Tax I.D. #95-3658973

Attorney – Client Privilege

West Valley Water District
Haydee Sainz
Human Resources & Risk Management Manager
hsainz@wvwd.org


Invoice 244264
May 31, 2023

Client/Matter No.: WE126-00008
Re: Paul Becker 2022 Complaint & Investigation

Billing Summary

Total Fees
Total Costs
Total Charges

	\$28.50
	\$0.00
	<u>\$28.50</u>

ok to pay
6/29/2023


LCW LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

6033 W. Century Boulevard
5th Floor
Los Angeles, CA 90045
310-981-2000
Fed. Tax I.D. #95-3658973

Attorney – Client Privilege

West Valley Water District
Haydee Sainz
Human Resources & Risk Management Manager
hsainz@wvwd.org

Invoice 244265
May 31, 2023

Client/Matter No.: WE126-00010
Re: MOU Negotiations - 2023

Billing Summary

Total Fees
Total Costs
Total Charges

\$1,190.00
\$0.00
<u>\$1,190.00</u>

ok to pay
6/29/2023
[Signature]

LCW LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

6033 W. Century Boulevard
5th Floor
Los Angeles, CA 90045
310-981-2000
Fed. Tax I.D. #95-3658973

Attorney – Client Privilege

West Valley Water District
Haydee Sainz
Human Resources & Risk Management Manager
hsainz@wvwd.org



Invoice 244266
May 31, 2023

Client/Matter No.: WE126-00011
Re: G. Olivarez Investigation Advice

Billing Summary

Total Fees
Total Costs
Total Charges

\$823.00
\$0.00
\$823.00

*ok to pay
6/29/2023*



LCW LIEBERT CASSIDY WHITMORE

A PROFESSIONAL LAW CORPORATION

6033 W. Century Boulevard
5th Floor
Los Angeles, CA 90045
310-981-2000
Fed. Tax I.D. #95-3658973

Attorney – Client Privilege

West Valley Water District
Haydee Sainz
Human Resources & Risk Management Manager
hsainz@wvwd.org

Invoice 244267
May 31, 2023

Client/Matter No.: WE126-00012
Re: A. Osornia Discipline Appeal

Billing Summary

Total Fees
Total Costs
Total Charges

\$1,122.00
\$0.00
\$1,122.00

He to pay
6/29/2023
[Signature]



ALVAREZ-GLASMAN & COLVIN

ATTORNEYS AT LAW

13181 Crossroads Parkway North
Suite 400 - West Tower
City of Industry, CA 91746
Tel: 562.699.5500
Fax: 562.692.2244

6.16.a

www.agclawfirm.com

May 10, 2023

Invoice #2023-01-20631 (REVISED)

CONFIDENTIAL

Van Jew, Acting General Manager
West Valley Water District
P.O. Box 920
Rialto, CA 92377
Email: nalbitre@wwwd.org

Re: *West Valley Water District v. Shamindra "Rickey" Manbahal*

Billing Period: Jan 1, 2023 - Jan 31, 2023

Billing Summary

Total fees	\$6,120.00
Total expenses	<u>\$0.00</u>
Total due for this bill	\$6,120.00

Please make checks payable to Alvarez-Glasman & Colvin
Tax I.D. No. 95-3994507

Northern California Napa Valley/Yountville

Southern California City of Industry



ALVAREZ-GLASMAN & COLVIN

ATTORNEYS AT LAW

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Suite 400 - West Tower
City of Industry, CA 91746
Tel: 562.699.5500
Fax: 562.692.2244

6.16.a

www.agclawfirm.com

May 10, 2023

Invoice #2023-02-20682

CONFIDENTIAL

Van Jew, Acting General Manager
West Valley Water District
P.O. Box 920
Rialto, CA 92377
Email: nalbitre@wwwd.org

Re: *West Valley Water District v. Shamindra "Rickey" Manbahal*

Billing Period: Feb 1, 2023 - Feb 28, 2023

Billing Summary

Total fees	\$2,680.00
Total expenses	\$0.00
Total due for this bill	\$2,680.00

Please make checks payable to Alvarez-Glasman & Colvin
Tax I.D. No. 95-3994507

Northern California Napa Valley/Yountville

Southern California City of Industry



ALVAREZ-GLASMAN & COLVIN

ATTORNEYS AT LAW

13181 Crossroads Parkway North
Suite 400 - West Tower
City of Industry, CA 91746
Tel: 562.699.5500
Fax: 562.692.2244

6.16.a

www.agclawfirm.com

May 10, 2023

CONFIDENTIAL

Invoice #2023-02-20683

Van Jew, Acting General Manager
West Valley Water District
P.O. Box 920
Rialto, CA 92377
Email: nalbitre@wvwd.org

Re: *John Rios v. West Valley Water District*

Billing Period: Feb 1, 2023 - Feb 28, 2023

Billing Summary

Total fees	\$6,140.00
Total expenses	\$271.03
Total due for this bill	\$6,411.03

Please make checks payable to Alvarez-Glasman & Colvin
Tax I.D. No. 95-3994507

Northern California Napa Valley/Yountville

Southern California City of Industry

Packet Pg. 202



ALVAREZ-GLASMAN & COLVIN

ATTORNEYS AT LAW

13181 Crossroads Parkway North
Suite 400 - West Tower
City of Industry, CA 91746
Tel: 562.699.5500
Fax: 562.692.2244

6.16.a

www.agclawfirm.com

June 1, 2023

Invoice #2023-03-20691

CONFIDENTIAL

Van Jew, Acting General Manager
West Valley Water District
P.O. Box 920
Rialto, CA 92377
Email: nalbitre@wwwd.org

Re: *West Valley Water District v. Shamindra "Rickey" Manbahal*

Billing Period: Mar 1, 2023 - Mar 31, 2023

Billing Summary

Total fees	\$7,080.00
Total expenses	\$256.22
Total due for this bill	\$7,336.22

Please make checks payable to Alvarez-Glasman & Colvin
Tax I.D. No. 95-3994507

Northern California Napa Valley/Yountville

Southern California City of Industry

Packet Pg. 203



ALVAREZ-GLASMAN & COLVIN

ATTORNEYS AT LAW

13181 Crossroads Parkway North
Suite 400 - West Tower
City of Industry, CA 91746
Tel: 562.699.5500
Fax: 562.692.2244

6.16.a

www.agclawfirm.com

June 1, 2023

Invoice #2023-03-20692

CONFIDENTIAL

Van Jew, Acting General Manager
West Valley Water District
P.O. Box 920
Rialto, CA 92377
Email: nalbitre@wwwd.org

Re: *John Rios v. West Valley Water District*

Billing Period: Mar 1, 2023 - Mar 31, 2023

Billing Summary

Total fees	\$2,070.00
Total expenses	\$182.00
Total due for this bill	\$2,252.00

Please make checks payable to Alvarez-Glasman & Colvin
Tax I.D. No. 95-3994507

Northern California Napa Valley/Yountville

Southern California City of Industry



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: July 6, 2023
TO: Board of Directors
FROM: Van Jew, Acting General Manager
SUBJECT: RESOLUTION AND AGREEMENT FOR PURCHASE AND SALE OF APN 0256-13-110 WITH IDIL WEST VALLEY LOGISTICS CENTER, LP.

BACKGROUND:

IDIL West Valley Logistics Center, LP, (“Developer”) is the owner of land located west of Locust Avenue, north of Armstrong Road, east of Alder Avenue and south of Jurupa Avenue in the City of Fontana known as the West Valley Logistics Center (“Development”). The proposed Development includes the construction and operation of six (6) warehouses across sixteen (16) parcels of vacant land and (1) West Valley Water District (“District”) parcel known as APN 0256-131-10 (“District Property”) as shown in the attached **Exhibit A**. In developing this land, the Developer is required to upgrade and construct multiple district facilities and purchase the District Property which bisects the Development.

DISCUSSION:

Currently, the District has an existing 12-inch water main within the District Property which traverses beneath one of the proposed warehouses and spans the distance from reservoir R2-3 to its terminus at the intersection of Locust Avenue and 8th Street. The water line will be relocated into a dedicated easement within the Development and upsized to meet our current and future demands. Once construction is completed, the District Property will no longer be required for our current or long-term supply operations.

On April 20, 2023, at its regularly scheduled meeting, the Board of Directors of the West Valley Water District (“Board”) accepted the fair market appraisal value of \$2,042,000 for the sale of the District Property. Furthermore, the Board approved a temporary easement payment from the Developer of \$100,000 for use of the District Property during construction, and to be applied towards the future purchase of the District Property. The Developer has deposited the required funds and executed all temporary easement documentation with the District, and has now prepared a standard Agreement for Purchase and Sale of the District Property, attached as **Exhibit B**. Attached as **Exhibit C** is the Resolution declaring the parcel of land to be exempt surplus land, approving the sale of the parcel and finding that these actions are exempt from review under CEQA.

FISCAL IMPACT:

If the agreement is approved, the Developer will be required to pay the full appraised value of the District Property of \$2,042,000 (less \$100,000 for the Temporary Construction Easement) and will initiate the escrow process for the purchase and sale.

STAFF RECOMMENDATION:

Staff recommends that the Board of Directors:

1. Authorize entering into an Agreement for Purchase and Sale for APN 0256-13-110 with IDIL West Valley Logistics Center, LP.
2. Adopt a Resolution declaring the parcel of land to be exempt surplus land, approving the sale of the parcel, and finding that these actions are exempt from review under CEQA.
3. Authorize the General Manager to execute all necessary documents.

DG:ls

ATTACHMENT(S):

1. Exhibit A - Aerial Map
2. Exhibit B - Purchase Agreement
3. Exhibit C - Resolution for Surplus Property

MEETING HISTORY:

06/20/23 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A

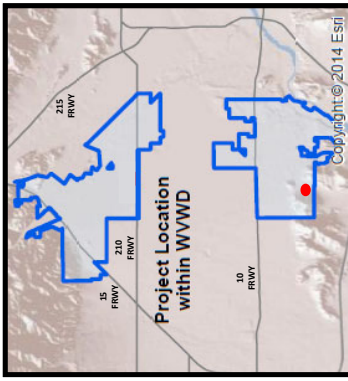


Exhibit A
WEST VALLEY LOGISTICS CENTER



EXHIBIT B

AGREEMENT FOR PURCHASE
AND SALE OF PROPERTY

THIS AGREEMENT is made and entered into as of this ___ day of July, 2023, by and between WEST VALLEY WATER DISTRICT, a county water district, formerly known as West San Bernardino County Water District ("Seller") and IDIL WEST VALLEY LOGISTICS CENTER, LP, a Delaware limited partnership ("Buyer").

W I T N E S S E T H T H A T :

WHEREAS, Buyer wishes to purchase, and Seller wishes to sell, the Property (as hereinafter defined), upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions and Exhibits.

- 1.1 Definitions. For purposes of this Agreement, each of the following terms, when used herein with an initial capital letter, shall have the meaning ascribed to it as follows:

"Agreement" shall mean this Agreement for Purchase and Sale of Property.

"Business Day" shall mean a day other than a Saturday, Sunday or legal or bank holiday either in the State where the Land is located or of the Federal Government.

"Closing" shall mean the closing and consummation of the purchase and sale of the Property pursuant hereto.

"Closing Date" shall mean the date on which the Closing occurs as provided in Section 9.1.

"Contract Date" shall mean the date first above written.

"Deposit" shall have that meaning set forth in in Section 3.1.

"Environmental Laws" shall mean any and all federal, state, or local laws, rules, regulations, ordinances, agency or judicial orders and decrees, and agency agreements now and hereafter enacted or promulgated or otherwise in effect, relating to the protection of the environment, including, without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §§6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Materials

Transportation Act, 49 U.S.C. §6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq., the Clean Air Act, 42 U.S.C. §§7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq., the Safe Drinking Water Act, 42 U.S.C. §§300f et seq., the California Hazardous Waste Control Law (California Health and Safety Code Section 25100, et seq.), the Porter-Cologne Water Quality Control Act (California Water Code Section 13000, et seq.), and the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Health and Safety Code Section 25249.5, et seq.), and all amendments, regulations, orders and decrees promulgated thereunder or pursuant thereto.

“**Environmental Reports**” shall mean all existing environmental site assessments, remediation reports, tank removal reports and other reports (including, but not limited to, any soils and groundwater assessments and reports) for the Property.

“**Escrow Agent**” shall mean Karen Kirspel acting as Escrow Agent pursuant to the terms and conditions of Section 3.

“**Hazardous Substances**” shall mean any and all hazardous, extremely hazardous, or toxic substances or wastes or constituents as those terms are defined by any applicable Environmental Law (including, without limitation, CERCLA and RCRA) and petroleum, petroleum products, asbestos or any asbestos-containing materials, the group of organic compounds known as polychlorinated biphenyls (PCBs), flammables, explosives, radioactive materials, and chemicals known to cause cancer or reproductive toxicity.

“**Inspection Date**” shall mean the Inspection Date set forth in Section 7.3.

“**Land**” shall mean all those tracts or parcels of land described on EXHIBIT A.

“**OFAC**” shall mean the Office of Foreign Assets Control, Department of the Treasury.

“**Permitted Exceptions**” shall mean those matters affecting title to the Land identified on EXHIBIT B.

“**Person**” shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether national, Federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof).

“**Property**” shall mean all of Seller’s right, title and interest in, to and under the following property:

- (i) the Land and all easements appurtenant thereto; and
- (ii) all easements, utility reservations, rights of way, strips and gores of land, mineral rights, water and water rights, wells, well rights and permits, water and

sewer taps, sanitary or storm sewer capacity or reservations, rights under utility agreements with any applicable governmental or quasi-governmental entities or agencies with respect to the providing of utility services to such real property, tenements, hereditaments, privileges, licenses and appurtenances, reversions and remainders in any way belonging, remaining or appertaining thereto and together with all improvements, fixtures, personal property, trees, timber, other crops and plants and minerals located thereunder or thereon.

“**Proration Date**” shall mean the effective date of the prorations provided in Section 4.2, which is 11:59 p.m. on the eve of the Closing Date.

“**Purchase Price**” shall mean the purchase price for the Property described in Section 4.1.

“**Survey**” shall have that meaning set forth in Section 6.

“**Taxes**” shall mean that mean set forth in Section 4.2.

“**Title Insurer**” shall mean a national title insurance company reasonably acceptable to Buyer.

- 1.2 Exhibits; Schedules. All exhibits, schedules and other attachments hereto form an integral part of this Agreement, all of which are incorporated into this Agreement as fully as if the contents thereof were set out in full herein at each point of reference thereto.
2. Purchase and Sale. Subject to the provisions hereof, Seller agrees to sell, assign and convey to Buyer, and Buyer agrees to purchase the Property from Seller.
3. Earnest Money.
 - 3.1 Earnest Money. Within 5 Business Days after the Contract Date, Buyer shall deposit with Escrow Agent the sum of One Hundred Dollars (\$100.00) as the earnest money deposit under this Agreement, which deposit, together with any interest or other income earned thereon (collectively, the “**Deposit**”), shall be released to Seller pursuant to the paragraph below.
 - 3.2 Independent Consideration. One Hundred Dollars (\$100.00) of the Deposit (“**Independent Consideration**”) shall be released to Seller following the opening of Escrow, which amount Seller and Buyer have bargained for and agreed to as independent and sufficient consideration for Seller's execution and delivery of this Agreement. The Independent Consideration is non-refundable to Buyer under any and all circumstances, but applicable to the Purchase Price, and Seller shall retain the Independent Consideration upon any termination of this Agreement notwithstanding any other provision of this Agreement to the contrary.
 - 3.3 Disbursement. Whenever the Deposit is by the terms hereof to be disbursed by Escrow Agent, Seller and Buyer agree promptly to execute and deliver such notice

or notices as shall be necessary or, in the opinion of Escrow Agent, appropriate to authorize Escrow Agent to make such disbursement.

4. Purchase Price and Prorations.

4.1 Purchase Price.

- a. Purchase Price. The purchase price (the “**Purchase Price**”) for the Property shall be Two Million Forty-Two Thousand and No/100 Dollars (\$2,042,000.00).
- b. Payment Mechanics. The Purchase Price, as adjusted by the prorations provided in Section 4.2 and as reduced by the Deposit (which, unless otherwise disbursed hereunder, shall be disbursed by Escrow Agent at the Closing to Seller as a portion of the Purchase Price) shall be paid by Buyer to Seller at the Closing in United States dollars by wire transfer.

4.2 Prorations.

- a. Proration Items. The following items shall be prorated between Seller and Buyer as of the Proration Date, and be reflected on the closing statement:
 - i. Taxes. The state, county, city or other ad valorem property taxes and assessments for the tax period in which the Closing occurs (the “**Taxes**”).
 - ii. Utility and Sewer Charges. Sanitary sewer taxes and utility charges, if any.
- b. Proration Errors. If the parties make any errors or omissions in the closing prorations or if they subsequently determine any dollar amount prorated to be incorrect, each agrees, upon notice from the other after the Closing, to make any adjustment necessary to correct the error, including payment of any amount to the other then determined to be owing.
- c. Payment of Prorations. Buyer and Seller promptly shall pay to the other party any amount due to the other party as a result of any proration required under this Section 4.2.

5. Title.

- 5.1 Fee Simple Conveyance at Closing. Seller shall convey good, marketable and insurable fee simple title to the Land to Buyer free and clear of all liens and encumbrances, subject only to the Permitted Exceptions and any other matters of title to which Buyer shall expressly consents in writing.

- 5.2 Review of Title Commitment. Buyer shall have until the Inspection Date by which to examine title to the Property, to obtain a title insurance commitment (the “**Title Commitment**”), and to give written notice to Seller of any objections.
- a. Failure of Buyer to Object. If Buyer fails to give any notice to Seller by such date, Buyer shall be deemed to have waived such right to object to any title exceptions or defects.
 - b. Buyer Provides Objections. If Buyer timely notifies Seller of Buyer’s objection to any title exceptions or defects, Seller may decide not to take any action to cure such title exceptions or defects or shall use its good faith efforts, for a period of 7 days after such notice, to cure or satisfy, or undertake to cure or satisfy by the Closing, such objection (and, if Seller fails to provide a response to Buyer’s objections within such 7 day period, Seller shall be deemed to have elected not to cure such exceptions or defects).
 - i. Seller Fails to Cure Objection. If Seller elects not to cure such objections or elects to cure such objections (except that Seller must cure monetary liens as required by Section 5.5) and such objections are not so timely and reasonably cured or satisfied or undertaken to be reasonably cured or satisfied by Seller, then Buyer shall, within 7 days thereafter, elect, by written notice to be received by Seller on or before such 7th day, either:
 1. Terminate: to terminate this Agreement, in which case the Deposit, less One Hundred Dollars (\$100) to be paid to Seller, shall be returned to Buyer by Escrow Agent, and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination, or
 2. Waive: to waive its objections hereunder and proceed with the transaction pursuant to the remaining terms and conditions of this Agreement.
 3. Failure to Elect: If Buyer fails to give Seller notice of its election by such time, it shall be deemed to have elected the option contained in Section 5.2(b)(i)(1).
 - ii. Seller Cures Objection. If Seller reasonably cures or satisfies, or undertakes to reasonably cure or satisfy, such objection, then this Agreement shall continue in full force and effect.
 - iii. Waiver. Buyer shall have the right at any time to waive any objections that it may have made and, thereby, to preserve this Agreement in full force and effect.

- 5.3 Further Encumbrances. Seller agrees not to further alter or encumber in any way Seller's title to the Property without Buyer's prior written consent.
- 5.4 Changes In Title. Buyer shall have the right to object to any change in title occurring after the effective date of the Title Commitment and prior to the Closing, and if Seller elects to cure such objection and Seller cannot cure or satisfy any such objection (or any objection which Seller has previously undertaken to cure or satisfy) by the Closing or if Seller does not agree to cure such objection, Buyer may exercise the option set forth in Section 5.2(b)(i)(1) or 5.2(b)(i)(2). The foregoing election shall be in addition to, Buyer's remedies for Seller's default hereunder, and does not negate, modify or amend the representations, warranties and covenants of Seller contained herein.
- 5.5 Monetary Liens. Seller shall remove any monetary liens or monetary encumbrances against the Land at or before the Closing.
- 5.6 Time Periods. The Closing Date shall be automatically extended to allow all time periods in this Section 5 to run fully.
6. Survey.
- 6.1 Survey. Buyer, at its sole cost and expense, may obtain a survey of the Property (the "Survey").
- 6.2 Buyer Objections. Any matters shown on such Survey and objected to by Buyer by the Inspection Date shall be additional title objections, as to which the obligations and rights of Buyer and Seller shall be the same as provided in Section 5.
- 6.3 Legal Description. The deed to be delivered by Seller to Buyer at the Closing shall contain the legal description of the Land contained in EXHIBIT A.
- 6.4 Quitclaim Deed. If Buyer obtains a Survey of the Property, Seller will convey the Land to Buyer pursuant to the new survey legal description of the Land, if different from EXHIBIT A, by quitclaim deed.
7. Buyer's Inspection.
- 7.1 Physical Inspection.
- a. Inspection Right. Buyer and its agents, employees, representatives and independent contractors may enter upon the Property for the purpose of making such surveys, soil tests, borings, percolation tests, inspections, examinations, and studies (collectively, "Inspections") as are reasonably necessary to evaluate and study the Property as contemplated herein. Seller agrees that Buyer shall have until the Closing Date in which to conduct all such Inspections, but that Buyer's right to terminate this Agreement based thereon shall be limited as provided in Section 7.3 and Section 7.4.

- b. Inspection Indemnity. Buyer shall: (i) be responsible for restoring any damage it caused to the Property; and (ii) indemnify, defend and hold Seller harmless from any and all claims, liabilities, costs or expenses (“**Claims**”) arising out of such Inspections of and entries onto the Property, including personal injury and property damage to the extent caused by Buyer, its agents, employees and consultants.
- c. Carveout to Inspection Indemnity. Notwithstanding the foregoing, in no event shall Buyer be liable to or be obligated to indemnify Seller under Section 7.1(b) for: (i) the mere discovery of pre-existing conditions at the Property; or (ii) the negligence or willful misconduct of Seller or any agents, employees, consultants or contractors thereof.

7.2 Document Inspection. Seller represents and warrants that it has delivered to Buyer true, correct and complete copies of each of the documents or materials listed on EXHIBIT C attached hereto to the extent in Seller’s possession or reasonable control.

7.3 Inspection Period.

- a. Inspection Date; Termination Right. Notwithstanding Buyer’s right of inspection contained in Section 7.1, Buyer shall have until 5:00 p.m. local time where the Land is located, on the fourteenth (14th) day after the Contract Date (the “**Inspection Date**”) to terminate this Agreement, by written notice to Seller, in its sole and absolute discretion.
- b. Seller Cooperation. Seller agrees to cooperate reasonably with Buyer’s investigations, inspections or studies.
- c. Failure to Waive Termination Right. If, on or before the Inspection Date, Buyer does not give Seller written notice that Buyer waives its termination right pursuant to this Section 7.3, then this Agreement shall terminate effective as of the Inspection Date, in which event the Deposit, less One Hundred Dollars (\$100) to be paid to Seller, shall be returned to Buyer, and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination.
- d. Waiver of Termination Right. If Buyer gives Seller written notice that Buyer waives its termination right pursuant to this Section 7.3, then this Agreement shall remain in full force and effect in accordance with its terms

7.4 Conditions Precedent. In addition to other conditions set forth in this Agreement, Buyer’s obligation to purchase the Property shall be contingent upon the following conditions precedent:

- a. Adverse Conditions. There shall be no material adverse change in the condition of or affecting the Property not caused by Buyer between the time of Buyer’s inspection of the Property prior to the Inspection Date and the

Closing Date, including, but not limited to: (i) environmental contamination, (ii) access, (iii) the availability, adequacy and cost of or for utilities and (iv) any development moratorium;

- b. Title Insurance. The willingness of Title Insurer to issue, on the Closing Date, upon the sole condition of the payment of an amount no greater than its regularly scheduled premium, its standard ALTA form owner's policy of title insurance, insuring in the amount of the fair market value of the Property that title to the Property is vested of record in Buyer on the Closing Date, subject only to the Permitted Exceptions;
- c. Representations and Warranties. Seller's representations and warranties contained herein shall be true and correct as of the Contract Date and the Closing Date.
- d. Intentionally Omitted.
- e. Intentionally Omitted.

7.5 Failure of Conditions Precedent. If any of the conditions precedent set forth in Section 7.4 is not satisfied, Buyer may elect by notice to Seller, to: (a) terminate this Agreement, in which event the Deposit shall be returned to Buyer, and the parties hereto shall have no further rights or obligations hereunder, except for those which expressly survive such termination; or (b) close without regard to the failure of such condition. The foregoing election shall be in addition to Buyer's remedies for Seller's default hereunder, and does not negate, modify or amend the representations, warranties or post-closing covenants of Seller contained herein, which representations, warranties and post-closing covenants shall survive the Closing as herein provided.

8. Representations and Warranties; Seller's Pre-Closing Covenants.

8.1 Representations and Warranties. Seller represents and warrants to Buyer:

- a. No Litigation. To Seller's knowledge, there are not any actual, pending or threatened disputes, violations, actions or proceedings by any organization, person, individual or governmental agency against Seller with respect to the Property or against the Property (or any portion thereof), and, to the best of Seller's knowledge, there is no current threat of any litigation or other legal action being filed against Seller or the Property which would affect the Property or Seller's ability to perform its obligations hereunder.
- b. Authority.
 - i. Organization. Seller is a county water district validly existing and in good standing under the laws of the State of California, and qualified to do business in the State in which the Property is located.

- ii. Authorization: Seller has obtained all requisite authorizations and consents to enter into this Agreement with Buyer and to consummate the transactions contemplated hereby and the execution, delivery and performance of this Agreement and the other agreements and instruments referred to herein and the consummation of the transactions contemplated hereby by Seller will not violate, nor constitute a default under, or any order or ruling of any governmental authority or court or any document, instrument or agreement by which Seller or the Property may be bound.
- iii. Legally Binding: This Agreement is the valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms.
- iv. Legal Power: The entities and individuals executing this Agreement and the other documents and instruments referenced herein or otherwise executed and delivered in connection herewith on behalf of Seller have the legal power, right and authority to bind Seller under the terms and conditions stated herein.
- c. Title. Seller has now, and shall have, at the Closing, good, insurable and marketable fee simple title to the Property, free and clear of all liens and encumbrances, other than the Permitted Exceptions and none of the Property will be subject to any prior conveyance or assignment to, or any superior possessory rights in, any third party.
- d. Undisclosed Agreements and Liabilities. Other than as expressly set forth in this Agreement or otherwise disclosed in writing to Buyer pursuant to this Agreement, there are no undisclosed liabilities or agreements affecting the Property or Seller, in its capacity as owner of the Property.
- e. Intentionally Omitted.
- f. No Rights to Purchase. No Person, other than Buyer, has any right, agreement, commitment, option, right of first refusal or any other agreement, whether oral or written, with respect to the purchase, assignment or transfer of all or any portion of the Property.
- g. Environmental Matters.
 - i. No Hazardous Substances: Hazardous Substances have not been used, generated, transported, treated, stored, released, discharged or disposed of in, onto, under or from the Property by Seller or, to Seller's knowledge, by any predecessor-in-title or agent of Seller or by any other Person at any time. To Seller's knowledge, the Property is not in violation of any Environmental Laws.

- h. No Condemnation. There is no pending or, to Seller's knowledge, threatened condemnation, expropriation, eminent domain, change in grade of public street or similar proceeding affecting all or any portion of the Property. Seller has received no written or oral notice of the same; and Seller has no knowledge that any such proceeding is contemplated.
- i. Covenants, Conditions, Restrictions or Easements. There is no default or breach by Seller nor, to Seller's knowledge, any other party thereto, under any covenants, conditions, restrictions or easements which may affect the Property or any portion or portions thereof which are to be performed or complied with by the owner of the Property, and no condition or circumstance exists which, with the giving of notice or the passage of time, or both, would constitute a default or breach by Seller nor, to Seller's knowledge, any other party thereto, under any such covenants, conditions, restrictions, rights-of-way or easements.

8.2 Survival. The foregoing representations and warranties in Section 8.1 are true, correct and complete, and in full force and effect and binding on Seller, as of the date hereof, and shall be true and correct and in full force and effect, and deemed to have been reaffirmed and restated by Seller as of the date and time of the Closing, and shall survive the Closing.

8.3 Seller's Pre-Closing Covenants.

- a. No New Encumbrances. From and after the Contract Date, Seller shall not convey any portion of the Property or any rights therein, or enter into any conveyance, security document, easement or other agreement, or amend any existing agreement, granting to any Person (other than Buyer) any rights with respect to the Property or any part thereof or any interest therein, without Buyer's prior written consent.

9. Closing.

9.1 Time and Place. Provided that all of the conditions set forth in this Agreement are theretofore fully satisfied or performed, the Closing shall be conducted by escrow through the Title Insurer on a date selected by Buyer and reasonably acceptable to Seller, which shall be on or before the fifth (5) Business Day after the Inspection Date (the "**Closing Date**"), unless the Closing Date is postponed pursuant to the express terms of this Agreement.

9.2 Closing Deliverables. As a condition precedent to Buyer's delivery to Seller of the Purchase Price, Seller shall deliver the following documents in form and substance acceptable to Buyer (all of which shall be duly executed, which documents Buyer agrees to execute where required):

- a. Deed: A Grant Deed in the form of Exhibit D attached hereto, duly executed and acknowledged in recordable form by Seller, conveying all of Seller's right, title and interest in and to the Property;

- b. General Assignment. A General Assignment substantially in the form of Exhibit E attached hereto, duly executed by Buyer and Seller;
- c. Non-Foreign Certificate: a Certificate and Affidavit of Non-Foreign Status,
- d. Affidavit of Title: an affidavit of title in the form required by the Title Insurer in order to issue its extended coverage owner's policy of title insurance without exception for mechanic's, materialmen's or other statutory liens, for unrecorded easements or for other rights of parties in possession;
- e. Authority: such evidence as Title Insurer shall reasonably require as to the authority of the parties acting on behalf of Seller to enter into this Agreement and to discharge the obligations of Seller pursuant hereto;
- f. Transfer Tax: a properly-completed property transfer tax return or affidavit, if any, in form and substance appropriate to the jurisdiction in which the Property is located;
- g. Reaffirmation of Representations and Warranties: a certificate of Seller, dated as of the Closing Date, reaffirming that all representations and warranties of Seller under this Agreement are true, correct and complete as of the Closing Date and that there has occurred no default or breach, nor any event which, with the giving of notice or the passage of time, or both, would constitute a default or breach by Seller under this Agreement;
- h. Closing Statement: a closing statement; and
- i. Further Documentation: such further instructions, documents and information as Buyer or Title Insurer may reasonably request as necessary to consummate the purchase and sale contemplated by this Agreement.

9.3 Costs. At the Closing:

- a. Transfer Taxes: Buyer shall pay all transfer taxes incident to the conveyance of title to the Property to Buyer;
- b. Recording Costs: Buyer shall pay the cost of recording the Deed;
- c. Title Exam and Premium: Buyer shall pay the costs of examination of title to the Property and owner's title insurance therefor;
- d. Financing Costs: Buyer shall pay any mortgage recording or intangibles tax and all other taxes, costs, fees or expenses relating to Buyer's financing of the Property;
- e. Survey: Buyer shall pay the cost of the Survey;

- f. Escrow/Closing Fees: Any escrow/closing fees charged by the Title Insurer shall be paid by Buyer; and
- g. Other Costs: Seller and Buyer shall pay their own respective costs incurred with respect to the consummation of the purchase and sale of the Property as contemplated herein, including, without limitation, attorneys' fees.

10. Default and Remedies.

10.1 Buyer's Default. If the Closing does not occur as a result of a default by Buyer under the terms of this Agreement, the Deposit shall be paid to Seller, and Seller shall be entitled, as its sole and exclusive remedy hereunder, to retain the Deposit as full liquidated damages for such default of Buyer, whereupon this Agreement shall terminate and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination.

- a. Liquidated Damages. It is hereby agreed that Seller's damages in the event of a default by Buyer hereunder are uncertain, and that the Deposit constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as full liquidated damages.
- b. Waiver. Seller hereby waives and covenants not to bring any action or suit, whether legal or equitable, against Buyer for damages or other redress in the event of Buyer's default hereunder.
- c. Notice and Cure. Buyer shall not be in default under this Agreement unless and until Seller has first given to Buyer written notice of the alleged default, specifying the alleged default in reasonable detail, and 5 Business Days elapse without appropriate curative action by Buyer; provided that no such notice is required for a failure by Buyer to tender performance at Closing.

10.2 Seller's Default. If Seller defaults under this Agreement, then Buyer may elect, as Buyer's sole and exclusive remedy, either to:

- a. Terminate: Terminate this Agreement by notifying Seller thereof, in which case Escrow Agent shall return the Deposit to Buyer, recover from Seller an amount of money equal to the out-of-pocket expenses actually incurred by Buyer in connection with the transaction contemplated by this Agreement, (subject to Section 10.2(c)), including the inspection of the Property pursuant to Section 7, any investigation costs incurred by Buyer in undertaking efforts and activities allowed by Section 7, including surveying, engineering and architectural fees, financing fees and reasonable attorneys' fees incurred related to this Agreement (collectively, the "Acquisition Expenses"), and, after receipt by Buyer of the Deposit and reimbursement from Seller for the Acquisition Expenses, neither party hereto shall have any further rights or obligations hereunder, except those obligations which expressly survive the termination of this Agreement; or

- b. Specific Performance: Enforce specific performance of this Agreement provided that any suit for specific performance must be brought within 90 days of Seller's default.
- c. Damages Due Buyer. If Seller has transferred or otherwise encumbered the Property thereby preventing Buyer from obtaining specific performance, then Buyer shall be entitled to pursue an action for damages against Seller, exclusive of punitive or consequential damages.

INITIALS: SELLER: _____

- d. Acquisition Expenses. If Buyer becomes entitled to reimbursement of Acquisition Expenses, Buyer shall deliver written notice to Seller specifying the amount due and enclose reasonable supporting documentation for each component of the amount claimed due. Payment shall be due from Seller within 30 days after receipt of such notice.
- e. Notice and Cure. For the purposes of this Section, a "Seller Default" shall mean Seller's failure to observe and perform any obligations of Seller in accordance with the provisions of this Agreement, and such failure continues for a period of 5 Business Days after notice by Buyer of such default; provided that no such notice or opportunity to cure is required for a failure by Seller to tender performance at Closing.

11. Condemnation.

- 11.1 Notice of Condemnation. Upon becoming aware of the same, Seller agrees to give Buyer immediate written notice of any actual or threatened taking in condemnation or by eminent domain (or a sale in lieu thereof).
- 11.2 Buyer Right to Terminate. Between the Contract Date and the Closing Date, any actual or threatened taking or condemnation of all or any part of the Property which would, in Buyer's reasonable judgment, adversely affect the Property or render it unsuitable for Buyer's purposes, shall, at Buyer's option, allow Buyer, by written notice to Seller, to terminate this Agreement.
 - a. Buyer Elects to Terminate. If this Agreement is so terminated, Buyer shall receive a refund of the Deposit, whereupon the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination.
 - b. Buyer Does Not Elect to Terminate. If Buyer does not elect to terminate this Agreement following any such notice, this Agreement shall remain in full force and effect and the conveyance of the Property contemplated herein, less any interest taken by eminent domain or condemnation, or sale in lieu thereof, shall be effected.

- 11.3 Awards. At the Closing, Seller shall assign to Buyer any awards or payments for the property lost that have been or may thereafter be made for any such taking or sale in lieu thereof.
12. Assignment.
- 12.1 Assignment by Buyer. Buyer may assign any of Buyer's rights hereunder or any part thereof to any person or entity.
- 12.2 Assignment by Seller. From and after the Contract Date, Seller shall not, without the prior written consent of Buyer, which consent Buyer may withhold in its sole discretion, assign, transfer, convey, hypothecate or otherwise dispose of all or any part of its right, title and interest in the Property.
13. Buyer's Representation and Warranty. Buyer represents and warrants to Seller that: (a) it is duly organized, validly existing and in good standing under the laws of the State of its formation; (b) it has all requisite authorizations to enter into this Agreement with Seller and to consummate the transactions contemplated hereby; (c) the parties executing this Agreement on behalf of Buyer are duly authorized to so do; and (d) neither Buyer nor, to Buyer's actual knowledge, any individual having a beneficial interest in Buyer is a Person described by Section 1 of the Executive Order (No. 13224) Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49079 (September 25, 2001), and does not engage in any dealings or transactions, and is not otherwise associated with any such Persons.
14. Broker and Broker's Commission.
- 14.1 Indemnity. Buyer and Seller each warrant and represent to the other that such party has not and shall not employ a real estate broker or agent in connection with the transaction contemplated hereby. Each party agrees to indemnify and hold the other harmless from any loss or cost suffered or incurred by it as a result of the other's representation herein being untrue.
15. Miscellaneous.
- 15.1 Notices.
- a. Form of Notice. Wherever any notice or other communication is required or permitted hereunder, such notice or other communication shall be in writing and shall be delivered by: (i) hand; (ii) nationally-recognized overnight express delivery service; or (iii) by electronic transfer (facsimile transmission or by e-mail of a letter in "pdf" format) to the addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith:

SELLER: West Valley Water District
 855 W. Base Line
 Rialto, CA 92377
 Attention: John Thiel
 Telephone: 909-875-1804
 E-Mail: jthiel@wvwd.org

With a copy to: West Valley Water District
 Best Best & Krieger
 3390 University Ave, 5th Floor
 Riverside, CA 92501

 Attention: Jeffrey F. Ferre
 Telephone: 951-826-8271
 Facsimile: 951-686-3083
 E-Mail: jeff.ferre@bbklaw.com

BUYER: IDIL West Valley Logistics Center, LP
 c/o IDI Logistics
 1100 Peachtree St., Suite 1000
 Atlanta, Georgia 30309
 Attn: David Laibstain, Executive Vice President &
 General Counsel
 Telephone: (404) 479-1618
 Facsimile: (404) 479-4115
 E-mail: david.laibstain@idilogistics.com

With a copy to: IDIL West Valley Logistics Center, LP
 c/o IDI Logistics
 840 Apollo Street, Suite 343
 El Segundo, California 90245
 Attn: Mr. Charles A. McPhee
 Telephone: (213) 334-4801
 E-Mail: charlie.mcphee@idilogistics.com

With a copy to: Allen Matkins Leck Gamble Mallory & Natsis LLP
 2010 Main Street, 8th Floor
 Irvine, CA 92614
 Attn: Gary S. McKitterick, Esq.
 Telephone: (949) 553-1313
 E-Mail: gmckitterick@allenmatkins.com

- b. Notice Received. Any notice or other communication sent as hereinabove provided shall be deemed received: (i) on the date of delivery, if delivered by hand or overnight express delivery service; (ii) on the date indicated on the return receipt if mailed; or (iii) on the date of transmission, if sent by electronic transfer device or e-mail.
- 15.2 Governing Law. This Agreement shall be construed and interpreted under the laws of the State in which the Land is located.
- 15.3 Construction. This Agreement is the result of negotiation by the parties, each of whom was represented by counsel, and thus, this Agreement shall not be construed against the maker thereof.
- 15.4 No Waiver. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.
- 15.5 Entire Agreement. This Agreement and the documents incorporated herein by reference contain the entire agreement of the parties hereto with respect to the Property, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein or incorporated herein by reference shall be of any force or effect.
- 15.6 Binding Effect. Subject to Section 12, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- 15.7 Amendments. No amendment to this Agreement shall be binding on any of the parties hereto unless such amendment is in writing and is executed by the party against whom enforcement of such amendment is sought.
- 15.8 Date For Performance. If the time period or date by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, does not expire on a Business Day, then such time period shall be automatically extended to the next Business Day.
- 15.9 Recording. Seller and Buyer agree that they shall not record this Agreement.
- 15.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument. Electronic, facsimile or .pdf signatures shall have the same force and effect as original signatures. The parties hereto intend to be bound by the signatures on the electronic, facsimile or .pdf document, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the use of an electronic, facsimile or .pdf signature.

- 15.11 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement shall continue in full force and effect, but without giving effect to such term or provision.
- 15.12 Survival. No representations, warranties, covenants or agreements of Seller or Buyer contained herein shall survive the Closing or the earlier termination of this Agreement, except as expressly provided in this Agreement, except as follows: Section 4.2 (Prorations); Section 8.3 (Seller's Pre-Closing Covenants); Section 8.1 (Seller's Representations and Warranties); Section 10 (Default and Remedies); Section 14 (Broker and Broker's Commission); and Sections 15 (Miscellaneous) shall survive the Closing or earlier termination of this Agreement indefinitely.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and sealed by its authorized signatory, effective as of Contract Date.

SELLER:

WEST VALLEY WATER DISTRICT,
a county water district

By: _____
Name: John Thiel
Title: General Manager

APPROVED AS TO FORM
Best, Best & Krieger

ATTEST

By: _____

Name: Jeffrey F. Ferre
Title: General Counsel

By: _____
Name: Elvia Dominguez
Title: Board Secretary

BUYER:

IDIL WEST VALLEY LOGISTICS CENTER, LP,
a Delaware limited partnership

By: _____
Name: Charles McPhee
Title: SVP and Regional Director

[Signature Page 1 of 1 to Purchase and Sale Agreement]

EXHIBIT A**LEGAL DESCRIPTION OF LAND**

The Land referred to herein below is situated in the City of Fontana, County of San Bernardino, State of California, and is described as follows:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING A STRIP OF LAND 10.00 FEET IN WIDTH, THE CENTER LINE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 70.00 FEET; THENCE EASTERLY PARALLEL TO THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 540.00 FEET; THENCE SOUTHEASTERLY ON A LINE DEFLECTING 45° 00' 00" FROM THE EASTERLY PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 127.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTHEASTERLY TO A POINT BEING 77.00 FEET NORTHERLY OF THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER, MEASURED AT RIGHT ANGLES, AND 1938.00 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; MEASURED ALONG THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER; THENCE EASTERLY TO A POINT IN THE EASTERLY LINE OF SAID NORTHWEST QUARTER BEING 47.00 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER, MEASURED ALONG THE EASTERLY LINE OF SAID NORTHWEST QUARTER, SAID POINT BEING THE TERMINATION OF SAID STRIP OF LAND.

TOGETHER WITH THE RIGHT TO USE ADJACENT LAND TEMPORARILY AS REQUIRED FOR THE CONSTRUCTION OF PIPE LINES.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN LOCUST AVENUE.

For conveyancing purposes only: APN 0256-131-10

EXHIBIT B**PERMITTED EXCEPTIONS**

1. Non-delinquent real property taxes and assessments for the year in which the Closing occurs and subsequent years.
2. Such state of facts which would be shown by a current survey of the Property and not timely objected to by Buyer pursuant to this Agreement.
3. Other title exceptions listed in Buyer's Title Commitment and not timely objected to by Buyer pursuant to this Agreement.

EXHIBIT C**LIST OF DUE DILIGENCE MATERIALS**

- a. Notices: All written notices from any governmental or quasi-governmental authority of a violation of any law or regulation (including, without limitation, Environmental Laws) with respect to the Property (or any portion thereof) which remains uncured or with respect to the exercise by such authority of the right of condemnation or eminent domain;
- b. Seller's Title Insurance. Copies of Seller's title insurance policies affecting the Property;
- c. Environmental Reports. All Environmental Reports;
- d. Tax Bills. All tax bills affecting the Property (or any portion thereof) for the past three years and all written notices of change in the assessed value of the Property (or any portion thereof);
- e. Permits. Any permits affecting the Property;
- f. Soil Reports. Soil reports for the Property;
- g. Zoning. Evidence of zoning and any conditions of development and/or platting imposed upon the Property;
- h. Surveys/Plats. All existing surveys and plats of the Property; and
- i. Miscellaneous. Such further instruments, documents and information as Buyer may have reasonably requested as necessary for preparation for the Closing.

EXHIBIT D
FORM OF DEED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
THIS GRANT DEED AND ALL
TAX STATEMENTS TO:

APNs:

(Space Above For Recorder's Use)

THE UNDERSIGNED GRANTOR DECLARES:

Documentary transfer tax is \$ _____

- computed on full value of property conveyed, or
- computed on full value, less value of liens and encumbrances remaining at time of sale.

City of Fontana
County of San Bernardino

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
_____ (“Grantor”), hereby grants to _____
 (“Grantee”), that certain real property (the “Land”) located in the City of Fontana, County of San Bernardino, State of California, which is more particularly described on Exhibit “A” attached hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this Grant Deed on the day and year hereafter written.

Dated: _____

“GRANTOR”

_____,
a _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)
County of _____)

On _____, before me, _____,
(insert name of notary)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

[TO BE PROVIDED]

EXHIBIT E

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT ("Assignment"), is made as of the ____ day of _____, 20__, by and between _____, a _____ ("Assignor"), and _____, a _____ ("Assignee").

W I T N E S S E T H:

Assignor is the owner of that certain land (the "Land") located in the City of _____, County of _____, State of California more particularly described in Exhibit "A" attached hereto, and all rights, privileges and easements appurtenant to the Land (the "Appurtenances"), and all buildings and other improvements thereon (the "Improvements"). The Land, the Appurtenances and the Improvements are hereinafter referred to collectively as the "Real Property". The Real Property is being conveyed by Assignor to Assignee pursuant to a grant deed ("Deed") of on or about even date herewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby grants, assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title, interest, benefits and privileges in, to, and of the following described property (collectively, the "Rights"):

(a) All governmental entitlements which relate to all or any of the Real Property.

2. Assignee hereby accepts the grant, assignment, transfer, conveyance and delivery of the Rights set forth in Paragraph 1 hereof, effective as of the recordation of the Deed.

3. Assignor hereby represents and warrants to Assignee that, effective as of the date of recordation of the Deed, (i) Assignor has not assigned, sold, mortgaged, pledged or otherwise transferred all or any of Assignor's right, title or interest in or to any of the Rights to any party other than Assignee and (ii) Assignor owns the Rights free and clear from any and all liens, encumbrances and security interests.

4. This Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective parties hereto.

5. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees.

6. This Assignment shall be governed by, interpreted under, and enforced and construed in accordance with the laws of the State of California.

7. This Assignment may be executed in multiple counterparts, including the transmission of counterparts via electronic means, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Any electronic signatures (including but not limited to signatures sent by “DocuSign” or electronic mail in Adobe® portable document format file) shall be deemed binding originals for purposes of determining the enforceability of this Assignment, regardless of by whom delivered and whether or not the originally executed counterpart signatures are transmitted.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first hereinabove written.

"Assignor"

WEST VALLEY WATER DISTRICT,
a county water district

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM
Best, Best & Krieger

ATTEST

By: _____
Name: _____
Jeffrey F. Ferre
Title: General Counsel

By: _____
Name: Elvia Dominguez
Title: Board Secretary

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"Assignee"

IDIL WEST VALLEY LOGISTICS CENTER, LP,
a Delaware limited partnership

By: _____
Name: _____
Title: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

[TO BE PROVIDED]

EXHIBIT C

RESOLUTION NO. 2023-__

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST VALLEY WATER DISTRICT: (1) DECLARING A PARCEL OF LAND TO BE EXEMPT SURPLUS LAND UNDER THE SURPLUS LAND ACT; (2) APPROVING THE SALE OF THE PARCEL PURSUANT TO A PURCHASE AND SALE AGREEMENT; AND (3) FINDING THAT THESE ACTIONS ARE EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the West Valley Water District (“District”) is a public agency of the State of California and is a “local agency” within the meaning of the Surplus Land Act set forth in Government Code Section 54220 et seq (“Act”); and

WHEREAS, the District is an owner of a parcel of real property located in the City of Fontana, County of San Bernardino, State of California, and designated as APN 0256-131-10 (“Property”); and

WHEREAS, the District no longer has any use for the Property; and

WHEREAS, the Act applies when a local agency disposes of “surplus land” or “exempt surplus land” as those terms are defined in Government Code Section 54221; and

WHEREAS, the Property can be declared to be “exempt surplus land” under Section 54221(f)(J) of the Act since disposal of the Property will further an express purpose of the District and such disposal is expressly authorized by statutes which govern the District; and

WHEREAS, the District desires to sell and IDIL West Valley Logistics Center, LP (“Buyer”) desires to purchase the Property, which will be accomplished by execution of a Purchase and Sale Agreement, attached hereto as Exhibit “A” and made a part hereof (“Agreement”); and

NOW, THEREFORE, THE WEST VALLEY WATER DISTRICT BOARD OF DIRECTORS, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The above Recitals are incorporated herein and made an operative part of this Resolution.

SECTION 2. Pursuant to Water Code Section 31041, the District is expressly authorized to dispose of property. In addition, pursuant to Water Code Section 31049, the District is expressly authorized to enter into contracts for the disposition of property.

SECTION 3. The Board hereby declares that disposal of the Property will further the express purpose of District work or operations in that the sale will generate revenue for the

District. In addition, disposal of property is authorized by the provisions of the Water Code set forth above.

SECTION 4. Therefore the Property is deemed to be “exempt surplus land” under Government Code Section 54221(f)(J) and is thereby exempt from compliance with the Surplus Land Act procedures.

SECTION 5. The Board hereby approves the sale of the Property and authorizes the General Manager to take all action necessary to finalize and execute the Agreement for the sale of the Property.

SECTION 6. This Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) (“CEQA”). The declaration of the Property as “exempt surplus land” under the Act does not constitute a project under CEQA, and no environmental assessment is required. Furthermore, sale of the Property to a third party purchaser is categorically exempt under CEQA Guidelines section 15312. Pursuant to CEQA, the Board directs staff to file a Notice of Exemption with the County Clerk within five (5) working days of adoption of this Resolution.

SECTION 7. If any section, subsection, paragraph, sentence, clause, or phrase of this Resolution is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Resolution.

APPROVED, PASSED, and ADOPTED this 6th day of July 2023.

BOARD OF DIRECTORS

BY: _____
GREGORY YOUNG
President

CERTIFICATION

I, Elvia Dominguez, Board Secretary of the West Valley Water District, do hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the West Valley Water District at a regular meeting held on the 6th day of July 2023, by the following vote:

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

Dated:

ELVIA DOMINGUEZ
Board Secretary



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: July 6, 2023
TO: Board of Directors
FROM: Van Jew, Acting General Manager
SUBJECT: REVISIONS TO ARTICLE 17 OF THE DISTRICT WATER SERVICE RULES AND REGULATIONS

BACKGROUND:

In accordance with the requirements of the California Administrative Code, Title 17, Chapter 5, Sections 7583-7605, West Valley Water District (District) requires backflow protection on any water service where cross-connections may occur. A cross-connection is any connection between two separate water systems, one of which contains potable water from a public water system and the other water from an unknown source of questionable safety, whereby there may be a flow from one system to the other depending on the pressure differential between the two systems.

The primary objective of the cross-connection control program (program) is to protect the public potable water system at the service connection by containing within the water user's premises any actual or potential pollution or contamination which may result from backflow through cross-connections. A backflow is a reverse flow from the normal direction of flow in a piping system. The program oversees and monitors the installation, testing and maintenance of approximately 2,000 backflow prevention assemblies currently within the District's services area. Although it is the water user's responsibility to install and test these devices annually and properly maintain their backflow prevention assemblies, District staff conducts an assessment to determine the degree of hazard, if any, which is posed by certain water user's plumbing system(s).

DISCUSSION:

It is prudent to review various policies for updates periodically. In an effort to keep current with Title 17 regulations, provide clarification on appropriate protection levels, and to adopt a more uniform approach, District staff is proposing a revised Article 17, the Control of Backflow and Cross-Connections, of the District Water Service Rules and Regulations. Attached as **Exhibit A** is the Article 17 of the District Water Service Rules and Regulations.

FISCAL IMPACT:

There is no fiscal impact.

STAFF RECOMMENDATION:

Forward this agenda item to the Board of Directors to approve revisions to the District Water Service Rules and Regulations Article 17, the Control of Backflow and Cross-Connections.

Respectfully Submitted,

Van Jew

Van Jew, Acting General Manager

VJ:jc

ATTACHMENT(S):

1. Exhibit A - Proposed Article 17 of the Water Service Rules and Regulations

MEETING HISTORY:

06/20/23 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A

Ordinance-

ARTICLE 17. THE CONTROL OF BACKFLOW AND CROSS-CONNECTIONS-
AGRICULTURAL, IRRIGATION AND GOLF COURSE WATER SERVICE

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1701. PURPOSE

The District is responsible for protecting its water supply from contamination by implementation of a Cross-Connection control program. The purpose of the Cross-Connection control program is (1) to protect the District's water supply against actual or potential Cross-Connection by isolating within the premise contamination that may occur because of some undiscovered or unauthorized Cross-Connection on the premises; (2) to eliminate existing connections between drinking water systems and other sources of water that are not approved as safe and potable for human consumption; (3) to eliminate Cross-Connections between drinking water systems and sources of contamination; and (4) to prevent the occurrence of Cross-Connections in the future.

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1702. AUTHORITY

Article 17 is intended to satisfy the requirements set forth in the District's operating permit issued by the State Water Resources Control Board, Health and Safety Code Sections 116275(9), 116555(a), Title 17 of the California Code of Regulations Sections 7583-7605, and Water Code Section 31027.

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1703. DEFINITIONS

The following words and phrases shall have the following meanings:

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- a. "Auxiliary Water Supply" is any water supply other than that received from a public water system.
- b. "Air-gap Separation" is a physical break between the supply line and a receiving vessel.
- c. "Cross-Connection" is an unprotected actual or potential connection between a potable water system used to supply water for drinking purposes and any source or system containing unapproved water or a substance that is not or cannot be approved as safe, wholesome, and potable. By-pass arrangements, jumper connections, removable sections, swivel or changeover devices, or other devices through which backflow could occur, shall be considered to be cross-connections.
- d. "Double Check Valve Assembly" is an assembly of at least two independently acting check valves including tightly closing shut-off valves on each side of the check valve assembly and test cocks available for testing the water tightness of each check valve.
- e. "Reduced Pressure Principle Backflow Prevention Device" is a backflow preventer incorporating not less than two check valves, an automatically operated differential relief valve located between the two check valves, a tightly closing shut-off valve on each side of the check valve assembly, and equipped with necessary test cocks for testing.
- f. "Water User" is any person obtaining water from public water supply.

Ordinance

1703. WATER SYSTEM SURVEY

a. The District shall review all requests for new services to determine if backflow protection is needed. Plans and specifications must be submitted to the District upon request for review of possible Cross- Connection hazards as a condition of service for new service connections. If it is determined that a backflow prevention device is necessary to protect the public water system, the required "lead free" device must be installed before service will be rendered.

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b. The District may require an on-premise inspection to any new or existing site to evaluate Cross- Connection hazards. The District will send a written notice requesting an inspection appointment to each affected Water User. Any Water User that cannot, or will not, allow an on-premise inspection of their piping system shall be required to install a "lead free" backflow prevention device as deemed necessary by the District.

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c. The District may require a re-inspection at its discretion for Cross-Connection hazards of any premise to which it serves water. The District will contact the water user to request an inspection. Any Water User that cannot, or will not, allow an on-premise inspection of their piping system shall be required to install a "lead free" backflow prevention device as deemed necessary by the District.

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d. The District will notify the Water User in writing of the water system survey findings, listing corrective action to be taken, if any. A period of 30 days will be given to complete all corrective action required, including the installation of a new or upgraded backflow prevention devices if required. The District, at its sole discretion, may grant a time extension to perform for the corrective action. If the corrective action is not completed within the allotted time period, the District may terminate or suspend water service to the affected Water User until the required corrective actions are taken and non-compliance fees are paid in full.

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1704. WATER USER NOTIFICATION FOR TESTING AND MAINTENANCE

a. The District will send written notification to each affected Water User when it is time to test the backflow prevention device installed on their service connection. This written notification shall give the Water User 30 days to complete the required testing and submit the necessary backflow test certification to the District.

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b. After the allotted 30-day period, a second written notice will be sent to each Water User who failed to provide an acceptable backflow test certification for their backflow prevention device. The second notice will allow the Water User an additional 30-day period to have their backflow prevention device tested and an acceptable test certification submitted to the District, or allow the Water User to request termination of service. If the Water User fails to supply the District with either an acceptable test certification or a Request for Termination of Service within the two 30-day period, the

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Ordinance

District may suspend or terminate water service to the Water User until the required test is completed.

c. Should the backflow prevention device not pass the backflow test, the District will terminate or suspend water service to the affected Water User until the subject device is repaired, retested and shown to be operating properly.

1705. GENERAL PROVISIONS

a. Whenever backflow protection has been found necessary (including but not limited to commercial properties, landscape nurseries, manufacturing facilities, hospitals, nursing homes and facilities including any and all property having fire sprinkler systems or private fire hydrants), the District will require the Water User to install a District-approved backflow prevention device at the Water User's sole expense for continued services or before new service will be rendered. These costs shall include all labor and material necessary to construct or modify the service connection connecting to the District's water main, install the backflow device itself, construct or modify any piping work to be completed on the Water User's side of the backflow device, and the removal of any interfering vaults.

b. Wherever backflow protection has been found necessary on a water supply line entering a Water User's premises, then any and all water supply lines from the District's mains entering such premises, buildings, or structures shall be protected by a District-approved "lead free" backflow prevention device. The Water User shall only install "lead free" backflow prevention devices that have been approved by the District.

c. Each service connection from the District water system to premises having an Auxiliary Water Supply shall be protected against backflow of water from the premises into the District's water system unless the Auxiliary Water Supply is accepted as an additional source by the District, and is approved by the public health agency having jurisdiction.

d. Backflow prevention devices shall be installed on the service connection to any premises having (a) internal Cross-Connections that cannot be permanently corrected and controlled to the satisfaction of the District, or (b) intricate plumbing and piping arrangements, or where entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not cross-connections exist.

e. Any property having two or more services supplying water from different water distribution mains to the same building, structure, or premises through which an interstreet main flow may occur, shall have at least a standard check valve on each water service to be located adjacent to and on the property side of the respective meters. Such check valves shall not be considered adequate if backflow protection is deemed necessary to protect the District's mains from pollution or contamination in

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Ordinance

such case the installation of a District-approved backflow devices at such service connections shall be required.

f. Backflow prevention devices shall be installed in accordance with the District's standard drawings which may be updated periodically by the District. The standard drawings also delineate the limit of the District and Water User's responsibility for maintaining the backflow service connection.

g. The District will notify affected Water Users by mail when annual testing of their device is required and supply users with the necessary documentation regarding backflow prevention device information. The affected Water User shall retain a certified tester from the list of the District approved backflow prevention assembly testers to perform the required test(s). All annual tests must be submitted to the District electronically via website data entry.

1706. BACKFLOW DEVICE REMOVAL

The Water User, or their agent, shall obtain approval from the District before removing, relocating, or replacing a backflow prevention device. Such approval will be granted at the District's sole discretion.

a. Removal: The use of a device may be discontinued and the device removed from service upon presentation of sufficient evidence to the District to verify that a hazard no longer exists, or is not likely to be created in the future.

b. Relocation: The District, at its sole discretion, may allow the relocation of a backflow prevention device, so long as the new location will continue to provide the required protection and meet the District's installation requirements. A retest of the relocated backflow prevention assembly will be required following the relocation of the device.

c. Repair: A device may be removed for repair, provided the water use is either discontinued until the repair is completed and the repaired device is reinstalled and returned to service, or the service connection is equipped with another backflow protection approved by the District. A passing/satisfactory retest will be required following every repair of the device.

d. Replacement: A device may be removed and replaced provided the water use is discontinued until the replacement device is installed. All replacement devices must be approved by the District, commensurate with the degree of hazard involved, and be "lead free." All backflow prevention device replacements, including service piping, shall be constructed up to the current District standards.

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1707. WATER SERVICE TERMINATION

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When the District encounters water uses that represent a clear and immediate hazard to the potable water supply that cannot be immediately abated, the District shall institute the procedure for discontinuing the District water service.

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a. The District will terminate service to a Water User's premise after 2 written notices have been sent specifying the corrective action needed and the time period in which it must be completed. If no action is taken within the allowed period of time, water service may be terminated. Conditions or water uses fall into this category that create a basis for water service termination shall include, but are not limited to the following items:

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- 1. Refusal to install or upgrade to a required "lead free" backflow prevention device.
- 2. Refusal to test a backflow prevention device.
- 3. Refusal to repair a failing backflow prevention device.
- 4. Refusal to replace a failing backflow prevention device.

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b. The District will make reasonable effort to contact and advise the Water User of record of the intent to terminate water service and terminate water supply and lock service valve. The water service will remain inactive until the District has approved correction of violations. Conditions or water uses fall into this category that create a basis for water service termination shall include, but are not limited to the following items:

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- 1. Direct or indirect connection between the public water system and a sewer line.
- 2. Unprotected direct or indirect connection between the public water system and a system or equipment containing contaminants.
- 3. Unprotected direct or indirect connection between the public water system and an Auxiliary Water System.
- 4. A situation which presents an immediate health hazard to the public water system public health.

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1708. RATE

The Water user and/or owner will be charged a monthly fee per assembly on their utility bill beginning the following month in accordance with the District. See exhibit C.

WATER SERVICE REGULATIONS
EXHIBIT “C” (Revised 06/03/2023)

2001. APPLICABILITY. Applicable to all new or transferred accounts for water service.

2002. TERRITORY. Within the boundaries of the West Valley Water District.

2003. REFUNDABLE SERVICE DEPOSITS

Residential

2003.1(a)	¾” to 1” meter size	\$95 each	Can be refunded following Article 9, Section 902
2003.1(b)	¾” to 1” meter size	\$240	In lieu of the required deed, property managers pay this higher refundable deposit (approved 2/07/2008)

Commercial

2003.2	¾” to 1” meter size	\$140 each	Can be refunded following Article 9, Section 902
2003.3	Fire Service Meter	\$140 each	Can be refunded following Article 9, Section 902

Fire Hydrants

2003.4(a)	Minimum Water Use	\$350 each	Can be refunded at the time meter/RP is returned, less any unpaid charges
2003.4(b)	2” Reduced Pressure Principal Backflow Prevention Assembly	\$500 each	
2003.4(c)	3” Meter	\$950 each	
2003.4(d)	4” Meter	\$2,000 each	

Developer Meters

2003.5(a)	¾” and 1” meter size	\$350 each	Can be refunded at the time of final inspection, less any charges for repairs to meter or any water usage
2003.5(b)	1 ½” and 2” meters	\$1,350 each	
2003.5(c)	3” Meters and larger	Actual cost, plus 20% for repairs	

WATER SERVICE REGULATIONS
EXHIBIT “C” (Revised 06/03/2023)

Construction and Development Deposits

2003.6(a)	Valve Box	\$120 each valve	Can be refunded at closing
2003.6(b)	Irrigation Use	\$350 each	
2003.6(c)	Temporary Water Service from Fire Hydrant	Appropriate deposits from Fire Hydrants and Developer Meters	
2003.6(d)	Temporary Water Service Requiring Installation of Service and Meter	Appropriate Service Installation Charge (Section 2006)	
2003.6(e)	Lot Deposit	\$60 each lot	Can be refunded after property ownership transfers

2004. FRONTAGE CHARGE. The water main construction charge, as prescribed in Article 5, Section 512 hereof, shall be fixed in the amount of \$20 per front foot for the street frontage for which water service has been requested, except in areas where a charge has been previously established.

2005. CAPACITY CHARGES. Charges are hereby established as follows and effective June 3, 2021 and payable prior to installation of meters.

Type of Development

Apartment, Business, Commercial (light use), Condominium, Mobile Home Units, irrigation services and single-family residences.

Those single family dwellings being constructed on lots of less than 10,000 sq. ft. and being required to install a one (1”) inch meter and service to meet fire requirements shall pay a capacity charge equal to a 3/4 inch single family residence meter and a one (1”) inch fire line service.

Those single-family dwellings being constructed on lots consisting of 10,000 sq. ft. or more shall install a minimum of one (1”) inch meter and service.

Meter Size	Safe Maximum Operating Flow	System Demand Factor	Facility Charge
3/4”	30 gpm	1.0	\$15,302
1”	50 gpm	1.7	\$25,555
1 1/2”	100 gpm	3.3	\$50,957
2”	160 gpm	5.3	\$81,562
3”	350 gpm	11.7	\$153,025
4”	600 gpm	20.0	\$255,093
6”	1,250 gpm	41.7	\$510,032
8”	1,800 gpm	60.0	\$816,082

WATER SERVICE REGULATIONS
EXHIBIT “C” (Revised 06/03/2023)

(Flows are based on safe maximum operating per AWWA Standards C701-88)

Industrial and Commercial (other than light use)

Industrial and Commercial (other than light use) users shall pay based on the demand of the development (calculated and approved by the District) prorated with the District's demand for an equivalent dwelling unit (EDU) of the various components of the Capacity Charge times the dollar amount of the various components of the Capacity Charge for a 3/4-inch meter size, added together, but not less than the Capacity Charges listed above for Commercial (light use) for the various meter sizes.

Fire Line Services Capacity Charges

Meter Size	Safe Maximum Operating Flow	System Demand Factor	Facility Charge
1”	50 gpm	1.0	\$1,507
1 ½”	100 gpm	2.0	\$3,013
2”	160 gpm	3.2	\$4,821
3”	350 gpm	7.0	\$9,040
4”	600 gpm	12.0	\$15,066
6”	1,400 gpm	28.0	\$30,133
8”	2,400 gpm	48.0	\$48,212
10”	3,800 gpm	76.0	\$69,305
12”	5,000 gpm	100.0	\$129,571

(Flows through fire services shall not exceed 16 F.P.S. in velocity.)

There will be a fee of \$200 for the turn off of a fire service.

2006. SERVICE INSTALLATION CHARGE.

Meters

Where new meters are installed for the first time, the following charges or deposits shall be payable prior to installation:

Meter Size	Meter Only	Meter and Service
¾”	\$496	\$4,657
1”	\$568	\$4,729
1 ½”	\$1,632	Time & Materials
2”	\$1,811	Time & Materials
3” and larger	Time & Materials	Time & Materials

Time & Materials: If actual costs are less than the paid estimate, the customer will be refunded the difference. If installation costs exceed the deposit amount, the customer will

WATER SERVICE REGULATIONS
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be billed the difference.

Backflow Prevention Assemblies: (See Article 8, Sections 807 and 808, 810 and 811)

Non-compliant backflow prevention assemblies shall be subject to a fine in the amount of \$200 for each month of non-compliance.

Optional fees for installation of assemblies when required and when the customer requests the District to do the installation.

Meter Size	Double Check	R.P.
1”	\$203	\$339
1 ½”	\$443	\$614
2”	\$486	\$665

All other sizes shall be for cost of all labor, materials, and street repairs, plus twenty percent (20%). Only duly authorized employees or agents of the District will be authorized to install service connections.

2007. INSPECTION FEES AND DEPOSITS. Inspection fees are hereby established as follows:

- a. For pipelines, service and fire hydrant laterals constructed by the District, the inspection fee shall be \$1.00 per foot.
- b. For pipelines, service and fire hydrant laterals constructed by the developer per a waiver of the District’s standards, the inspection fee shall be a deposit estimated by the engineer. If the actual costs are less than the paid estimate, the developer will be refunded the difference.
- c. For single service laterals such as fire services and fire hydrants a minimum fee of \$300 shall be paid by developer/owner.
- d. There will be a fee of \$20 per lot for inspection of service prior to meter installation.
- e. For inspection of meters and facilities after installation, an additional fee of \$20.00 per lot shall be paid by developer/owner.

2009. COMBINATION BACKFLOW/DETECTOR CHECK. Full recorded costs of installation plus twenty percent (20%).

2010. SAME DAY, NEXT WORKING DAY & AFTER HOURS SERVICE. Any customer who desires same-day, next working day or after hour’s service, for other than emergencies, shall pay the following charges:

WATER SERVICE REGULATIONS
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Same Day	Next Working Day	After Hours (4:30 p.m. – 8:00 p.m. Daily, 4 p.m. on Friday) & 8:00 a.m. - 5:00 p.m. Weekends/Holidays
\$25	No Charge	\$50

Same day rates are based on ¼ hour office and ¼ hour field personnel. After Hours Rates are based on two hour minimum for field personnel with a vehicle at the overtime rate.

2011. METER TESTING.

If a customer desires to have the meter servicing his premises tested, he shall first make a deposit. Should the meter register more than two percent (2%) fast, this deposit shall be refunded. Should the meter register less than two percent (2%) fast, the deposit shall be forfeited to the District. (Article 10, Section 1005).

Meters

1" and smaller	\$100
Over 1"	Recorded Cost, Plus 20%

Backflow Prevention Assembly

3/4" to 2"	\$60
3" to 8"	\$75
Fire Service	\$90

Fire Flow Testing

A request for testing of a non-certified fire flow shall have a charge of \$150 per test. For a certified test, the deposit will be the District's estimated costs plus 20%. If the actual cost is less than the paid deposit, the District will refund the payer.

2012. DELINQUENT CHARGE. \$20.00 (See Article 11, Sections 1105 and 1106)

2013. SHUT OFF NOTICE FEE. The District will follow the notification guidelines in California Government Code Section 60373. If a customer was mailed a shut off notice and water is scheduled for shut off, a \$50 fee is applied. When the account is paid in full, the water will be turned back on the same day, unless it is after 5:00 PM. If paid after 5:00 PM, and the customer wants the water turned back on after hours, the customer will have to pay the after hours fee.

2013.1 PULLED METER CHARGE. If meter needs to be pulled from setting due to customer tampering, there will be a charge of \$125. Fee includes reinstallation of water meter.

2014. RESPONSE TO A NO WATER CALL. A fee of \$100 shall be applied when District

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personnel respond to a call for no water and the customer valve is the cause.

2015. RESPONSE TO A SECOND LEAK CALL. A fee of \$100 shall be applied when District personnel respond to a duplicate leak call.

2016. METER OBSTRUCTION CHARGE. A fee of \$75 shall be applied when District personnel are unable to access the meter.

2017. RETURNED PAYMENTS. A fee of \$25.00 shall be applied for all returned payments.

2018. PLAN CHECK AND INVESTIGATION FEE. A fee shall be charged for plan check and investigation of pipeline extensions and subdivisions as outlined in Article 6, Section 601(b) and Article 7, Section 707.

An investigation fee of \$500 will apply to all projects regardless of size. Projects shall be charged a plan check fee of \$408 per sheet and includes two (2) plan check submittals. The third and subsequent plan checks shall be charged a rate of \$102 per hour.

At the request of developers for phased projects, the charges, as stated above, shall be collected for the entire project and as the phases progress, a fee of \$500 per phase shall be collected for phase coordination and updating.

For small projects consisting of one (1) sheet, typically single services, single fire hydrants or fire services, a minimum fee of \$500 shall be applied.

2019. COPY CHARGE. Copies of public documents up to 10 continuous pages are free, as are emailed copies, and copies printed by the public from our website. The charge for copies of individual public documents is 25 cents per side on 8 ½ x 11” paper in black and white ink. Actual costs are charged for copies of individual public documents printed in color, are oversized, or are plotter prints or blue prints. Postage and long distance fax charges must be paid in advance. For documents already in electronic format, the charge is \$5 on CD-ROM.

2020. OVERHEAD CHARGE. Overhead charges for projects as described in Article 2 shall be as follows:

- a. 20% of all recorded costs
- b. Construction contracts in an amount up to:

\$75,000	10%
\$124,000	\$7,500 + 7.5% over \$75,000
\$200,000	\$11,175 + 5.0% over \$124,000
Over \$200,000	\$14,975 + 3.5% over \$200,000

WATER SERVICE REGULATIONS
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c. The appropriate charges set forth above shall be applied.

2021. CONSTRUCTION CONTINGENCY DEPOSIT. Owner/Developer shall deposit with the District an amount equal to ten (10%) percent of the construction cost estimate, for contingency during construction, said construction contingency deposit shall be refunded to the Owner/Developer at time of final inspection, less any necessary charges due to unexpected change orders.

2022. RELEASE OF OVERLYING RIGHT-OF-WAYS AND EASEMENTS. Release of overlying right-of-ways and easements shall be \$50.00 per acre or any portion thereof with a minimum fee of \$500.

2023. HOURLY LABOR RATE. Hourly labor rates are adjusted on an annual basis by averaging employees' salaries and benefits. (See Exhibit "A" in back of the Manual.)

2024. VEHICLE/EQUIPMENT HOURLY RATE. The hourly rate is established utilizing the State of California Labor Surcharge and Equipment Rental Rate on an annual basis, prior to the beginning of the fiscal year. (See Exhibit "B" in back of the manual.)

2025. FINES FOR VIOLATION OF DISTRICT'S SERVICE REGULATIONS.

1. Unauthorized and/or illegal use of public fire hydrants
 - Fine of \$275.00

2. Unauthorized and/or illegal use and consumption on private fire systems and/or of fire hydrants:
 - Fine of \$275.00
 - Plus the cost of water at the rate of 50 times the recorded consumption rate.

3. Unlawful service connection
 - Fine of \$275
 - Plus the estimated monthly services Charges and estimated water consumption

4. Contamination of District's water system through backflow
 - Fine of \$550.00
 - Plus recorded costs

2023. HYDRANT WATER.

WATER SERVICE REGULATIONS
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Monthly service charge per meter:	\$73.17
Consumption Rate:	\$2.76 / 100 cf
Minimum monthly charge:	\$115.78

2024. FIRE SERVICE.

Monthly service charge	\$10.54 / diameter inch
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Examples:

4”	\$42.16
6”	\$63.24
8”	\$84.32

2025. BACKFLOW PREVENTION ASSEMBLY. Monthly service charge of \$2.84.

2026. WATER SERVICE APPLICATION FEE. Applicants for water service shall pay an application fee of \$25. This charge is due when the application is submitted, in advance of the water service being provided. The application fee is charged for residential, commercial, and fire hydrant application. The application fee is in addition to any deposit, and is not refundable.

2027. DELINQUENT COLLECTIONS FEE. Accounts that are submitted to a collection agency will be charged \$20 each. The \$20 Collection Fee will be added to the amount submitted to the collection agency.

2028. LIEN FEE. Accounts that are submitted to the tax collector for lien will be charged \$30 each. The \$30 Lien Fee will be added to the amount submitted for the lien.

2029 CUSTOMER REQUESTED RE-READ FEE. Customers requesting a re-read of their water meter within six months of the last customer requested re-read shall be charged \$20 at the time of their request. The \$20 will appear on their next bill. It is refundable only if the District determines that there was a reading error.

WATER SERVICE REGULATIONS

“EXHIBIT D”

2101. RATE SCHEDULE. Rates for all users shall hereby be established as follows:

a. Monthly Service Charge

Meter Size	1/1/2013	1/1/2014	1/1/2015
5/8" & 3/4"	\$16.79	\$19.31	\$22.21
1"	\$25.01	\$28.76	\$33.07
1 1/2"	\$36.88	\$42.41	\$48.77
2"	\$50.80	\$58.42	\$67.18
3"	\$73.74	\$84.80	\$97.52
4"	\$97.21	\$111.79	\$128.56
6"	\$147.46	\$169.58	\$195.02
8"	\$197.71	\$227.37	\$261.48

b. Monthly Consumption Commodity Charge

Per Unit	1/1/2013	1/1/2014	1/1/2015
0-10 Units	\$1.60	\$1.85	\$2.13
11-50 Units	\$1.75	\$2.00	\$2.30
51 Units & up	\$1.90	\$2.20	\$2.53

A unit is 748 gallons.

- c. Out-of-District rates and charges shall be one and one-half (1 1/2) times regular In-District rates.
- d. Golf Course, Agricultural, and Non-Potable

Rates for monthly service charge, water use, and any other charges will be assessed as reflected in the tables above.

David Turch and Associates

TO: Van Jew, Assistant General Manager
Socorro Pantaleon, Acting Manager Government and Legislative Affairs
West Valley Water District

FROM: Jamie Jones
Jamie.jones@davidturch.com
202-543-3744

DATE: June 20, 2023

RE: Federal Advocacy Report for May 2023

- Per District staff request, drafted thank you letter to Rep. Pete Aguilar for supporting two WVWD FY24 Community Project Funding (CPF) requests with the House Appropriations Committee – \$3 million for the Bunker Hills Wells Project and \$525,000 for the Emergency Generator Project. The Bunker Hills Wells initiative will be used for equipping two new groundwater production wells, storage tank, booster pump station and pipelines to transport the needed water supply to the various agencies we serve. The emergency generator will be used for Pump Station 5-2 to ensure the community has access to reliable water supply in the event of a planned or unplanned power outage. Funding for these two projects will assist the District to continue to provide safe, reliable, affordable and resilient drinking water supplies.
- Provided draft letter to EPA Administrator Michael Regan on behalf of WVWD Joanne Chan’s nomination to the National Drinking Water Advisory Council.
- Provided updates to District staff regarding ongoing White House and House Republican negotiations on a debt limit agreement. Provided a summary of **HR 3746, Fiscal Responsibility Act**. The agreement, reached between President Biden and Speaker McCarthy, R-Calif., suspends the statutory debt limit until the start of 2025, thereby allowing federal borrowing to resume, while taking a number of actions to reduce federal spending. Chief among its spending provisions it sets caps on defense and nondefense discretionary spending for FY 2024 and FY 2025, providing increases for defense and for veterans programs but reducing funding for other nondefense programs and activities. The White House, however, says that through a side agreement with Speaker McCarthy additional funding will be provided during the appropriations process so actual non-VA nondefense spending for FY 2024 will be roughly equal to the FY 2023 level. The measure also rescinds about \$29 billion in COVID-19 and IRS funding, it increases work requirements for the federal food stamp and TANF programs, and it modifies the permitting review process for infrastructure projects under the National Environmental Policy Act to accelerate project reviews and approvals.

- Shared the [California Financing Coordinating Committee](#) (CFCC) schedule of three [virtual funding fairs](#) for [May 4](#), [May 16](#), and [May 25](#). The fairs provide an opportunity to meet with State and federal agency representatives about funding options for infrastructure projects. The May 25 fair includes an in-person option in Sacramento. Also shared CalOES Hazard Mitigation Assistance (HMA) Team Notice of Funding Opportunity (NOFO) for the **Hazard Mitigation Grant Program (HMGP) as a result of the Presidential Major Disaster Declaration, DR-4683** (Severe Winter Storms, Flooding, Landslides, and Mudslides). This opportunity provides funding for communities to implement mitigation activities that reduce risk to life, property, and infrastructure from natural hazards. HMGP funding can support the development of hazard mitigation planning, project scoping activities (i.e., Advance Assistance), and mitigation projects. Visit the Cal OES website to see upcoming webinars that can provide information/assistance with proposal preparation. <https://www.caloes.ca.gov/office-of-the-director/operations/recovery-directorate/hazard-mitigation/hazard-mitigation-grant-program/>
- Provided District staff with the following Notice of Funding Opportunities from the US Department of Agriculture:
 - **U.S. Department of Agriculture (USDA) Emergency Community Water Assistance Grants — Rolling application window open** — The USDA Emergency Community Water Assistance Grants program supports eligible communities prepare, or recover from, an emergency that threatens the availability of safe, reliable drinking water. Eligible applicants must show a decline in quantity or quality of water that occurred within two years of the date of the application or that a significant decline in quality or quantity of water is imminent. To learn more about eligibility and the application process, click [here](#).
 - **USDA Water & Waste Disposal Predevelopment Planning Grants — Rolling application window open** — The USDA Water & Wastewater Disposal Predevelopment Planning Grants program helps eligible low-income communities plan and develop applications for proposed USDA Rural Development water or waste disposal projects. The maximum grant amount is \$30,000 or 75% of the predevelopment planning costs. Partnerships with other federal, state and local entities are encouraged, and grants are awarded only when the applicant cannot afford to borrow the needed funds. To learn more about these grants, click [here](#).
 - **2023 Climate Justice for All Grants — Applications due May 12, 2023** — The Climate Justice for All Grant Program from Climate Reality is an initiative that supports organizations or grassroots groups run by and primarily serving frontline communities in developing community solutions to environmental injustices in the U.S. and Puerto Rico. Selected organizations receive a one-time grant of up to \$20,000, access to Climate Reality’s curated library of resources, and opportunities to help amplify and spread their message in partnership with Climate Reality and peer organizations. As part of the grant cycle, organizations are invited to participate in capacity-building workshops, check-ins with Climate Reality staff and peer-learning opportunities with other grantees. To learn more, click [here](#).

- **AmeriCorps Volunteer Generation Fund — Applications due May 16, 2023** — The AmeriCorps Volunteer Generation Fund (VGF) focuses on investments in volunteer management practices that increase both volunteer recruitment and retention. VGF strengthens nonprofit organizations to recruit and retain volunteers to meet critical community needs. Funding is open to State Service Commissions, nonprofits, schools, government agencies and tribal, faith-based or community organizations. To learn more about eligibility and how to apply, click [here](#).
- Shared the Department of Energy webinar notice covering the various opportunities for technical assistance available to EECBG formula grant applicants! Department of Energy (DOE) will discuss blueprints, fellows, complimentary DOE resources, and more. This webinar is open to the public and a recording will be made available on the [EECBG Program website](#).
- Shared the U.S. Department of Housing and Urban Development (HUD) announcement of new funding through the Green and Resilient Retrofit Program (GRRP) to reduce greenhouse gas emissions and improve the energy and water efficiency and climate resilience of HUD-assisted multifamily properties serving low-income residents. The Inflation Reduction Act provided HUD with \$837.5 million in grant and loan subsidy funding and \$4 billion in loan commitment authority for this new program. The law also includes \$42.5 million for a new HUD initiative launching later this summer to collect and assess energy and water usage data from HUD-assisted multifamily housing properties to better target opportunities to save energy and water, cut costs, and reduce emissions. This announcement is part of President Biden’s Investing in America agenda to rebuild the economy from the bottom up and the middle out.
- Shared EPA’s Recipient/Applicant Information Notice (RAIN) which informs applicants and recipients of the creation of the term and condition entitled, “[Investing America Signage Required](#).” This term and condition is applicable to construction or infrastructure projects funded in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act. Recipients must place a sign at construction sites that display the Investing in America emblem and identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s InflationReduction Act.” Please see the [RAIN](#) for more information nabout the term and condition and signage guidelines.
- As a follow up to discussions with District staff regarding possible funding opportunities for next year’s Earth Day festivities, shared the National Endowment for the Arts (NEA) Grants for Arts Projects – NEA’s largest grants program for organizations, providing comprehensive and expansive funding opportunities for communities. Through project-based funding, the program supports opportunities for public engagement with the arts and arts education, for the integration of the arts with strategies promoting the health and well-being of people and communities, and for the improvement of overall capacity and capabilities within the arts sector. NEA welcomes applications from a variety of eligible organizations, including first-time applicants; from organizations serving communities of

all sizes, including rural and urban areas; and from organizations with small, medium, or large operating budgets. An organization may submit only one application under these FY2024 Grants for Arts Projects guidelines. The National Endowment for the Arts' support of a project may start on or after January 1, 2024. Generally, a period of performance of up to two years is allowed. If an organization applies to the Challenge America category, it may not also apply to the Grants for Arts Projects category.

- Provided District staff with the Department of Energy's Notice of Funding Opportunity for the Joint Office of Energy and Transportation Ride and Drive Electric program.
- Shared DOE's Notice of Intent to Issue Funding Opportunity Announcement No. DE-FOA-0002912 for Bipartisan Infrastructure Law, Section 40551: Weatherization Assistance Program Enhancement & Innovation DOE's Office of State and Community Energy Programs (SCEP), on behalf of the Weatherization Assistance Program (WAP), intends to issue a \$25 million Funding Opportunity Announcement (FOA) entitled "BIL WAP Enhancement & Innovation," in support of section 40551 of the Infrastructure Investment and Jobs Act (IIJA) of 2021, also known as the Bipartisan Infrastructure Law (BIL). FUNDING OBJECTIVES Congress, through section 1011(e) of the Consolidated Appropriations Act, 2021, (Pub. L. 116-260), directed DOE to establish a competitive program for WAP Enhancement & Innovation (E&I), with five (5) purposes: 1) Expand the number of dwelling units that are occupied by low-income persons that receive weatherization assistance by making such dwelling units weatherization-ready; 2) Promote the deployment of renewable energy in dwelling units that are occupied by low-income persons; 3) Ensure healthy indoor environments by enhancing or expanding health and safety measures and resources available to dwellings that are occupied by low-income persons; 4) Disseminate new methods and best practices among entities providing weatherization assistance; and 5) Encourage entities providing weatherization assistance to hire and retain employees who are individuals. The full NOI is posted on the Infrastructure Exchange website at <https://infrastructure-exchange.energy.gov/>.
- Shared EPA's Office of Brownfields and Land Revitalization (OBLR) Notice of Funding Opportunity to deliver Brownfields Job Training programs that recruit, train, and retain a local, skilled workforce by prioritizing unemployed and under-employed residents to obtain the skills and credentials needed for pathways into full-time employment in various aspects of hazardous and solid waste management and within the larger environmental field, including sustainable cleanup and reuse, and chemical safety. This program is being funded by the Infrastructure Investment and Jobs Act, Public Law 117-58 (the "Bipartisan Infrastructure Law").
- Ongoing contacts with congressional offices and federal agencies regarding WVWD's priorities and areas of interest.
- Kevin Bosch notifications to West Valley Water District regarding federal programs and funding grant opportunities for various departments/agencies including the Bureau of Reclamation, Environmental Protection Agency, Department of Agriculture; and the Department of Homeland Security/FEMA.

- Provided WVWD with weekly Washington Updates covering legislative, executive and judicial branch activities.



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: July 6, 2023
TO: Board of Directors
FROM: John Thiel, General Manager
SUBJECT: RESOLUTION APPROVING THE LIFTING OF TEMPORARY FREEZE
 ON HIRING DISTRICT PERSONNEL

BACKGROUND:

On January 16, 2020, the Board of Directors imposed a temporary hiring freeze on hiring District personnel and adopted Resolution #2020-1. It was the desire of the Board of Directors to undertake fiduciary responsibility to ensure recruitment and staffing of District personnel was being conducted in accordance with District policy, procedures, and to the expectation of District ratepayers.

DISCUSSION:

The Board has reviewed the status of District operations since the adoption of Resolution No. 2020-1 and has determined that the hiring freeze is no longer necessary. In addition, the Board has recently hired a new General Manager and desires to provide the General Manager with the authority to recruit and hire personnel to further the mission of the District.

Therefore, effective immediately upon approval by the Board, the District will lift the hiring freeze and resume recruitment of approved vacancies based on priorities defined by the General Manager in collaboration with the executive team. Given the number of vacancies that have been on hold during the course of the hiring freeze, coupled with several employee retirements and resignations over the past year, the need to fill positions is high. Fulfillment of vacant positions will be assessed and processed on a case-by-case basis in order to effectively achieve the District mission for our customers.

FISCAL IMPACT:

No Fiscal Impact.

STAFF RECOMMENDATION:

Staff recommends that the Board of Directors approve and adopt Resolution 2023 that rescinds Resolution 2020-1 and thereby lifts the temporary freeze on hiring of District personnel.
 Respectfully Submitted,

John Thiel

John Thiel, General Manager

JT:hs

ATTACHMENT(S):

1. WVWD revisions to Resolution 2023- Hiring Freeze Rescinded-c1

RESOLUTION NO. 2023-__

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST VALLEY WATER DISTRICT RESCINDING RESOLUTION 2020-1 AND THEREBY LIFTING THE TEMPORARY FREEZE ON HIRING OF DISTRICT PERSONNEL

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WHEREAS, the Board of Directors (“Board”) of the West Valley Water District (“District”) previously adopted Resolution No. 2020-1, Approving A Temporary Freeze On Hiring Of District Personnel. Resolution 2020-1 was adopted by the Board on January 16, 2020;

WHEREAS, the Board has reviewed the status of District operations since the adoption of Resolution No. 2020-1 and has determined that the hiring freeze is no longer necessary. In addition, the Board has recently hired a new General Manager and desires to provide the General Manager with the authority to recruit and hire personnel to further the mission of the District.

NOW, THEREFORE, THE WEST VALLEY WATER DISTRICT BOARD OF DIRECTORS, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Resolution 2020-1 is hereby rescinded and repealed and shall be of no further force or effect.

SECTION 2. As a result of the rescission and repeal of Resolution No. 2020-1, the General Manager is hereby authorized to resume, and otherwise perform, any and all actions and powers of the General Manager for the recruitment and hiring of personnel. The authority of the General Manager in the hiring of personnel is subject to applicable laws and regulations and District policies. For example, and not by way of limitation, the General Manager’s authority to hire personnel is subject to financial and budgetary decisions made by the Board from time to time which may include decisions on the number and descriptions of vacancies.

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SECTION 3. This Resolution ~~No. 2023-__~~ shall be in full force and effect immediately upon adoption.

SECTION 4. If any section, subsection, clause or phrase in this Resolution is for any reason held invalid, the validity of the remainder of this Resolution shall not be affected thereby. The Board hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof be held invalid.

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SECTION 5. The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

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APPROVED, PASSED, and ADOPTED this 6th day of July 2023.

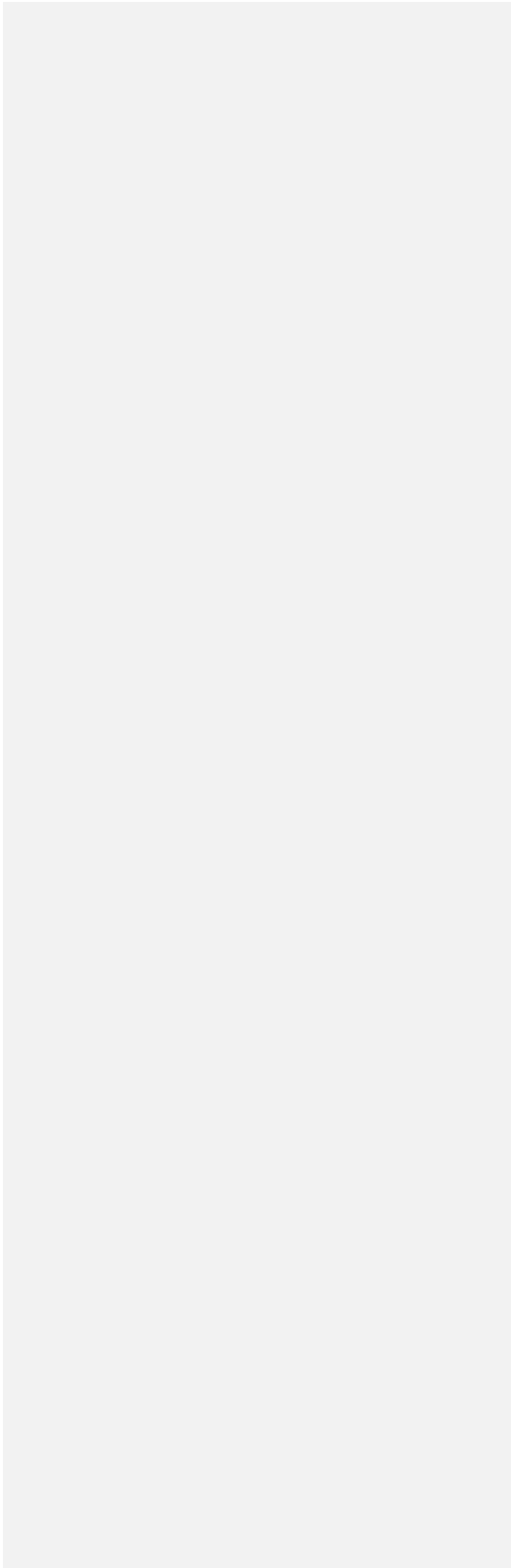
BOARD OF DIRECTORS

BY: _____
GREGORY YOUNG
President

|

Resolution No. 2023-__

Page 3 of 4



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CERTIFICATION

I, Elvia Dominguez, Board Secretary of the West Valley Water District, do hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the West Valley Water District at a regular meeting held on the 6th day of July 2023, by the following vote:

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

Dated:

ELVIA DOMINGUEZ
Board Secretary