



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

REGULAR BOARD MEETING  
AGENDA

THURSDAY, SEPTEMBER 5, 2024  
CLOSED SESSION - 6:00 P.M. • OPEN SESSION – 6:00 P.M.

BOARD OF DIRECTORS

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

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"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."

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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](mailto:administration@wvwd.org).

If you require additional assistance, please contact [administration@wvwd.org](mailto:administration@wvwd.org).

## OPENING CEREMONIES

Call to Order  
Roll Call of Board Members  
Approval of Any Board Member Requests for Remote Participation  
Pledge of Allegiance  
Opening Prayer

## CLOSED SESSION

Public Participation on closed session matters.

### CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

Paragraph (1) of subdivision (d) of Government Code Section 54956.9  
Name of case: Naseem Farooqi v. West Valley Water District et al.

### CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957

Public Employee Performance Evaluation - General Manager.

### 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

Report out of Closed Session

## 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

WVWD hosted ASBCSD meeting recap.

## **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. August 15, 2024 Regular Meeting Minutes.
2. Monthly Revenue & Expenditures Report - July 2024.
3. Monthly Cash Disbursements Report - July 2024.
4. Purchase Order Report - July 2024.
5. Monthly Transfer Report - July 2024.
6. Treasurer's Report - July 2024.
7. Preliminary Financial Report Fiscal Year 2023-24.
8. Approve Professional Services for the Lord Ranch Facilities Project.
9. Consider a 3 Year Enterprise Agreement (EA) with Environmental Systems Research Institute (ESRI) for the District's Geographic Information System (GIS).
10. Reimbursement Agreement with San Bernardino Valley Municipal Water District.

## **BUSINESS MATTERS**

### **Consideration of:**

11. Adopt Resolution Adopting Updated Capacity Charges and Service Installation Charges and Adopt Ordinance Updating Water Service Rules and Regulations.
12. Vision Plan Change Effective 1/1/2025.
13. Discontinuing Participation in the California State Disability Program Providing Private Short/Long Term Disability Coverage To District Employees.
14. New Position Water Conservation Analyst.

15. Review and Approval of Update to Board Policy and Procedure Manual.

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

1. Meeting Attendance Reports
  2. Board Committee Reports
  3. Board Members
  4. General Manager
  5. Legal Counsel
- Updates on current legal topics/best practice

#### **UPCOMING MEETINGS**

- September 11, 2024 - Human Resources Committee Meeting at 6:00 p.m.
- September 14, 2024 - Board Legislative Platform Meeting at 6:00 p.m.
- September 18, 2024 - Policy Review & Oversight Committee Meeting at 6:00 p.m.
- September 19, 2024 - Regular Board Meeting at 6:00 p.m.
- September 23, 2024 - External Affairs Committee Meeting at 6:00 p.m.
- September 25, 2024 - Finance Committee Meeting at 6:00 p.m.
- September 25, 2024 - Engineering, Operations & Planning Committee Meeting at 6:00 p.m.

#### **UPCOMING COMMUNITY EVENTS**

- September 12 - Rialto Senior Health and Wellness Expo
- September 24 - Viva La Fiesta - Rialto
- October 5 - PAWS in the Park - Colton

#### **UPCOMING EDUCATIONAL & TRAINING OPPORTUNITIES**

- September 9 - 12 - CSDA Annual Conference - Indian Wells
- December 3 - 5 - ACWA Fall Conference and Expo

#### **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 August 29, 2024.

*Elvia Dominguez*

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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](http://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.

**MINUTES**  
**REGULAR BOARD MEETING**  
**of the**  
**WEST VALLEY WATER DISTRICT**  
**August 15, 2024**

**OPENING CEREMONIES**

Call to Order - President Young called the Regular Board Meeting of the West Valley Water District to order at 6:06 p.m.  
Roll Call of Board Members

Attendee Name	Present	Absent	Arrived
Directors			
Angela Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Kelvin Moore	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Daniel Jenkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
General Counsel			
Jeff Ferre	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Staff			
John Thiel	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
William Fox	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Haydee Sainz	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Elvia Dominguez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Socorro Pantaleon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Robert Ramirez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Rocky Welborn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Approval of Any Board Member Requests for Remote Participation - None.  
Pledge of Allegiance - The Pledge of Allegiance was led by Vice President Jenkins.  
Opening Prayer - The Opening Prayer was led by Pastor Lindsay Shiba.

**CLOSED SESSION**

Public Participation on closed session matters

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

WVWD

Minutes: 8/15/24

The Board entered into closed session at 6:11 p.m.

**CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

Paragraph (1) of subdivision (d) of Government Code Section 54956.9

Name of case: Naseem Farooqi v. West Valley Water District et al.

**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

**Report out of Closed Session**

The Board adjourned the closed session at 6:45 p.m. to conduct the business portion of the meeting which commenced at 6:47 p.m. with all Board members present except Director Moore who was absent.

General Counsel Ferre reported that the Board met to discuss the second closed session item and there was no reportable action taken.

The Board did not discuss the first closed session item.

**ADOPT AGENDA**

Motion to adopt agenda.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Daniel Jenkins, Vice President
<b>SECONDER:</b>	Angela Garcia, Director
<b>AYES:</b>	Angela Garcia, Daniel Jenkins, Gregory Young
<b>ABSENT:</b>	Kelvin Moore

**PUBLIC PARTICIPATION**

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

**PRESENTATIONS**

1. Update on 2024 Imported Water Plan.

Assistant General Manager Jadeski presented a PowerPoint on Surplus Imported Water in 2024. There was discussion about the potential imported water intake from San Bernardino Water

WVWD

Minutes: 8/15/24

Municipal Water District once the Roemer expansion project is complete, and the amount of water that could possibly be imported to the Cactus Basins.

**CONSENT CALENDAR**

Motion to approve Consent Calendar item #1

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Daniel Jenkins, Vice President
<b>SECONDER:</b>	Angela Garcia, Director
<b>AYES:</b>	Angela Garcia, Daniel Jenkins, Gregory Young
<b>ABSENT:</b>	Kelvin Moore

- 1. July 18, 2024 Regular Meeting Minutes

**BUSINESS MATTERS**

- 2. Board Vacancy - Division 4

General Counsel Ferre and Board Secretary Dominguez presented the report. The Board discussed the potential timeline involved with making an appointment and Vice President Jenkins spoke in favor of appointing someone to fill the vacancy. The Board concurred and directed staff to move forward with the process to have candidate interviews and appointment to fill the vacancy at the September 19, 2024 Regular Board Meeting.

Motion to call for filling the Board Vacancy expiring December 2024 by appointment and direct staff to take the necessary steps for making an appointment at the September 19, 2024 Regular Board Meeting.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Daniel Jenkins, Vice President
<b>SECONDER:</b>	Angela Garcia, Director
<b>AYES:</b>	Angela Garcia, Daniel Jenkins, Gregory Young
<b>ABSENT:</b>	Kelvin Moore

- 3. Temporary Committee and Board Assignments

Board Secretary Dominguez presented the report. The Board discussed the temporary assignments for the open seats on the committees and IE Works Board and noted that this item will need to be revisited at the end of the year or when the District 4 vacancy is filled.

Motion to temporarily assign Vice President Jenkins to the External Affairs Committee, President Young to the Human Resources Committee, and Vice President Jenkins to the IE Works Board.

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<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Daniel Jenkins, Vice President
<b>SECONDER:</b>	Angela Garcia, Director
<b>AYES:</b>	Angela Garcia, Daniel Jenkins, Gregory Young
<b>ABSENT:</b>	Kelvin Moore

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

**1. Meeting Attendance Reports**

Director Garcia reported on her participation in a podcast with the Fontana Chamber of Commerce, attendance at Fontana City Nights, Weekly meetings with Board Secretary, Fontana Chamber luncheon, County Supervisor’s Jesse Armendarez Open House, and BIA Water Conference.

Vice President Jenkins reported on his attendance at the Bloomington MAC meeting, Fontana Chamber luncheon, County Supervisor’s Jesse Armendarez Open House, meeting with WELL executive Director Paul Hernandez, BIA Water Conference, ACWA Region 9 event, and Supervisor Baca’s Ground Breaking ceremony.

President Young reported on his attendance at Supervisor Baca’s Ground Breaking ceremony and BIA Water Conference.

**2. Board Committee Reports**

Vice President Jenkins reported on the Safety and Technology Committee meeting.

**3. Board Members**

Director Garcia thanked the External Affairs committee staff for attending various National Night Out events, engaging with the community, and spoke of the joy Halle the water drop mascot brings to the community. Vice President Jenkins and President Young concurred.

President Young congratulated Director Garcia for running unopposed in the November election and acknowledged District 4 candidate, Estevan Bennett, who was present in the audience.

**4. General Manager**

Assistant General Manager Jadeski provided updates on recruitment, the strategic plan, her attendance at the BIA Water Conference, and the upcoming ASBCSD monthly meeting hosted by the District with guest speaker Congresswoman Norma Torres.

**5. Legal Counsel**

General Counsel Ferre reported on U.S. Supreme Court cases Loper Bright Enterprises v. Raimondo, regarding the Chevron deference; and Corner Post Inc. v. Board of Governors of the Federal Reserve System, regarding the statute of limitation for challenging a regulation.

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Minutes: 8/15/24

**6. Board Secretary**

Board Secretary Dominguez provided an overview of upcoming meetings and events.

**ADJOURN**

President Young adjourned the meeting at 7:32 p.m.

**ATTEST:**

\_\_\_\_\_  
**Elvia Dominguez, Board Secretary**

Minutes were approved on \_\_\_\_\_ by the Board of Directors of the West Valley Water District.



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 5, 2024  
**TO:** Board of Directors  
**FROM:** William Fox, Interim Chief Financial Officer  
**SUBJECT:** MONTHLY REVENUE & EXPENDITURES REPORT - JULY 2024

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**MEETING HISTORY:**

08/28/24 Finance Committee REFERRED TO BOARD

**BACKGROUND:**

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

**DISCUSSION:**

The Monthly Financial Status Report (**Exhibit A**) summarizes the District's revenue categories as well as expenditures for all Departments. The original total budget includes the adopted budget. The current total budget includes the adopted budget plus any budget amendments or adjustments made during the year. Period activity column represents activity for the reporting periods. The fiscal activity column represents the year-to-date activity or transactions that have been recorded in the general ledger from the beginning of the fiscal year July 1 through June 30th. The encumbrance column represents funds encumbered with a purchase order that's not spent but committed. The percentage 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 July 2024 Monthly Revenue & Expenditure Report.

**STAFF RECOMMENDATION:**

For the Board of Directors to approve the July 2024 Monthly Revenue & Expenditure Report.

**ATTACHMENT(S):**

1. Exhibit A - 2024 July Monthly Rev Exp Report

# EXHIBIT A



West Valley Water District, CA

# Budget Report Group Summary

For Fiscal: 2024-2025 Period Ending: 07/31/2024

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Revenue</b>						
4000 - Water consumption sales	19,360,000.00	19,360,000.00	2,029,932.20	2,029,932.20	-17,330,067.80	10.49 %
4010 - Water service charges	8,890,000.00	8,890,000.00	737,182.01	737,182.01	-8,152,817.99	8.29 %
4020 - Other operating revenue	4,806,616.00	4,806,616.00	322,541.23	322,541.23	-4,484,074.77	6.71 %
4030 - Property Taxes	3,677,030.00	3,677,030.00	33,480.31	33,480.31	-3,643,549.69	0.91 %
4040 - Interest & Investment Earnings	4,000,000.00	4,000,000.00	930,263.23	930,263.23	-3,069,736.77	23.26 %
4050 - Rental Revenue	41,000.00	41,000.00	3,378.84	3,378.84	-37,621.16	8.24 %
4060 - Grants and Reimbursements	1,554,757.00	1,554,757.00	69,007.71	69,007.71	-1,485,749.29	4.44 %
4080 - Other Non-Operating Revenue	32,000.00	32,000.00	0.00	0.00	-32,000.00	0.00 %
<b>Revenue Total:</b>	<b>42,361,403.00</b>	<b>42,361,403.00</b>	<b>4,125,785.53</b>	<b>4,125,785.53</b>	<b>-38,235,617.47</b>	<b>9.74 %</b>

## Budget Report

For Fiscal: 2024-2025 Period Ending: 07/31/2024

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Expense</b>						
5110 - Source Of Supply	2,310,700.00	2,310,700.00	0.00	0.00	2,310,700.00	0.00 %
5210 - Production	5,177,350.00	5,177,350.00	125,516.19	125,516.19	5,051,833.81	2.42 %
5310 - Water Quality	855,225.00	855,225.00	44,162.26	44,162.26	811,062.74	5.16 %
5320 - Water Treatment - Perchlorate	685,000.00	685,000.00	25,788.66	25,788.66	659,211.34	3.76 %
5350 - Water Treatment - FBR/FXB	2,389,005.00	2,389,005.00	118,859.22	118,859.22	2,270,145.78	4.98 %
5390 - Water Treatment - Roemer/Arsenic	2,348,920.00	2,348,920.00	60,715.43	60,715.43	2,288,204.57	2.58 %
5410 - Maintenance - T & D	3,303,500.00	3,303,500.00	125,325.62	125,325.62	3,178,174.38	3.79 %
5510 - Customer Service	1,083,500.00	1,083,500.00	78,644.20	78,644.20	1,004,855.80	7.26 %
5520 - Meter Reading	1,094,100.00	1,108,500.00	39,664.93	39,664.93	1,068,835.07	3.58 %
5530 - Billing	614,800.00	614,800.00	30,632.50	30,632.50	584,167.50	4.98 %
5610 - Administration	2,337,295.00	2,337,295.00	125,858.90	125,858.90	2,211,436.10	5.38 %
5615 - General Operations	3,087,098.00	3,087,098.00	751,547.61	751,547.61	2,335,550.39	24.34 %
5620 - Accounting	928,430.00	928,430.00	52,310.80	52,310.80	876,119.20	5.63 %
5630 - Engineering	2,173,300.00	2,173,300.00	128,749.49	128,749.49	2,044,550.51	5.92 %
5640 - Business Systems	1,662,116.00	1,662,116.00	71,942.41	71,942.41	1,590,173.59	4.33 %
5645 - GIS	310,200.00	310,200.00	11,902.38	11,902.38	298,297.62	3.84 %
5650 - Board Of Directors	339,500.00	339,500.00	10,605.43	10,605.43	328,894.57	3.12 %
5660 - Human Resources/Risk Management	949,730.00	949,730.00	38,450.82	38,450.82	911,279.18	4.05 %
5680 - Purchasing	734,300.00	734,300.00	45,451.36	45,451.36	688,848.64	6.19 %
5710 - Public Affairs	1,520,985.00	1,520,985.00	65,997.99	65,997.99	1,454,987.01	4.34 %
5720 - Grants & Rebates	325,000.00	325,000.00	2,100.00	2,100.00	322,900.00	0.65 %
6200 - Interest Expense	912,000.00	912,000.00	-253,274.57	-253,274.57	1,165,274.57	-27.77 %
6300 - Debt Administration Service	6,615.00	6,615.00	0.00	0.00	6,615.00	0.00 %
<b>Expense Total:</b>	<b>35,148,669.00</b>	<b>35,163,069.00</b>	<b>1,700,951.63</b>	<b>1,700,951.63</b>	<b>33,462,117.37</b>	<b>4.84 %</b>
<b>Report Surplus (Deficit):</b>	<b>7,212,734.00</b>	<b>7,198,334.00</b>	<b>2,424,833.90</b>	<b>2,424,833.90</b>	<b>-4,773,500.10</b>	<b>33.69 %</b>

## Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - Water Operations Fund	7,212,734.00	7,198,334.00	2,424,833.90	2,424,833.90	-4,773,500.10
<b>Report Surplus (Deficit):</b>	<b>7,212,734.00</b>	<b>7,198,334.00</b>	<b>2,424,833.90</b>	<b>2,424,833.90</b>	<b>-4,773,500.10</b>



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 5, 2024  
**TO:** Board of Directors  
**FROM:** William Fox, Interim Chief Financial Officer  
**SUBJECT:** MONTHLY CASH DISBURSEMENTS REPORT - JULY 2024

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**MEETING HISTORY:**

08/28/24 Finance Committee REFERRED TO BOARD

**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 July 2024 Cash Disbursement Reports.

**STAFF RECOMMENDATION:**

For the Board of Directors to approve the July 2024 Cash Disbursement Reports.

**ATTACHMENT(S):**

1. Exhibit A - 2024 July Cash Disbursements Board Report
2. Exhibit B - 2024 July Cash Disbursements Payroll



# EXHIBIT A

**WEST VALLEY WATER DISTRICT**

CASH DISBURSEMENT REPORT  
JULY 2024

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
7884	360 GLOBAL TECHNOLOGY LLC	SERVICES AUGUST 2024	\$ 500.00	
7885	ABF PRINTS INC	CANVAS PRINTS	\$ 474.10	
7885	ABF PRINTS INC	BUSINESS CARDS-KIMBERLY CERON	\$ 59.26	
7886	AIR & HOSE SOURCE INC	MAINTENANCE SUPPLIES	\$ 16.78	
7886	AIR & HOSE SOURCE INC	VEHICLE MAINTENANCE	\$ 9.70	
7887	AUTOMATED GATE SERVICES INC	ROEMER SUPPLIES	\$ 217.50	
7888	BEHRENS AND ASSOCIATES INC	Custom Acoustical Enclosure	\$	4,480.00
7888	BEHRENS AND ASSOCIATES INC	Custom Acoustical Enclosure	\$	18,957.88
7889	BEST BEST & KRIEGER LLP	LEGAL FEES-MAY 2024	\$ 6,725.06	
7889	BEST BEST & KRIEGER LLP	LEGAL FEES-MAY 2024	\$ 2,017.00	
7889	BEST BEST & KRIEGER LLP	LEGAL FEES-MAY 2024	\$ 577.50	
7889	BEST BEST & KRIEGER LLP	LEGAL FEES-MAY 2024	\$ 1,078.00	
7889	BEST BEST & KRIEGER LLP	LEGAL FEES-MAY 2024	\$ 78.32	
7889	BEST BEST & KRIEGER LLP	LEGAL FEES-MAY 2024	\$ 4,695.20	
7889	BEST BEST & KRIEGER LLP	LEGAL FEES-MAY 2024	\$ 30,208.25	
7889	BEST BEST & KRIEGER LLP	LEGAL FEES-MAY 2024	\$ 7,355.00	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 15.00	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-VARIOUS	\$ 307.50	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-VARIOUS	\$ 55.50	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-VARIOUS	\$ 36.00	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-VARIOUS	\$ 90.00	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 31.50	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 50.00	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 1,150.00	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 1,150.00	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 154.50	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 36.00	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 90.00	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 1,715.00	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 1,715.00	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 202.50	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 142.50	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-VARIOUS	\$ 1,130.00	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-VARIOUS	\$ 148.00	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 1,150.00	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 1,715.00	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 1,150.00	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 243.00	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 243.00	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-VARIOUS	\$ 267.50	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-VARIOUS	\$ 267.50	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-VARIOUS	\$ 1,695.00	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 620.00	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 267.50	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-VARIOUS	\$ 123.50	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-VARIOUS	\$ 90.00	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-VARIOUS	\$ 17.50	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-VARIOUS	\$ 17.50	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-VARIOUS	\$ 1,130.00	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-VARIOUS	\$ 1,130.00	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 123.50	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 90.00	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	

## WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT  
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ARSENIC	\$ 1,715.00	
7890	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ARSENIC	\$ 79.50	
7892	FASTENAL COMPANY	SHOP SUPPLIES	\$ 897.55	
7892	FASTENAL COMPANY	SHOP SUPPLIES	\$ 118.79	
7893	HACH COMPANY	ROEMER SUPPLIES	\$ 620.87	
7894	HARRINGTON INDUSTRIAL PLASTICS	PRODUCTION SUPPLIES	\$ 267.80	
7894	HARRINGTON INDUSTRIAL PLASTICS	PRODUCTION SUPPLIES	\$ 674.62	
7895	LEASE PLAN USA INC	Blanket PO for Mechanic Repairs for Fleet	\$ 7,271.79	
7896	LIEBERT CASSIDY WHITMORE	HR LEGAL FEES	\$ 441.00	
7896	LIEBERT CASSIDY WHITMORE	HR LEGAL FEES	\$ 2,827.50	
7897	LIEBERT CASSIDY WHITMORE	HR MEMBERSHIP	\$ 5,385.00	
7898	MCMaster-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 718.60	
7898	MCMaster-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 607.84	
7898	MCMaster-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 960.51	
7898	MCMaster-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 466.81	
7898	MCMaster-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 572.18	
7898	MCMaster-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 930.41	
7898	MCMaster-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 152.50	
7898	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 76.11	
7898	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 291.81	
7898	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 187.61	
7898	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 237.41	
7898	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 140.47	
7899	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES	OFFICE SUPPLIES	\$ 306.82	
7900	SAFETY COMPLIANCE COMPANY	FIELD SAFETY MEETING 5/28/24	\$ 225.00	
7900	SAFETY COMPLIANCE COMPANY	FIELD SAFETY MEETING 6/11/24	\$ 225.00	
7900	SAFETY COMPLIANCE COMPANY	OFFICE SAFETY MEETING 6/11/24	\$ 200.00	
7901	ARAIZA, ANTHONY W	MEDICARE PART B APRIL-JUNE 2024	\$ 1,048.20	
7902	ARAIZA, DIANA	MEDICARE PART B APRIL-JUNE 2024	\$ 1,048.20	
7903	CASEY, MATTHEW P	MEDICARE PART B APRIL-JUNE 2024	\$ 733.80	
7904	CHANDLER ASSET MANAGEMENT	SERVICES JUNE 2024	\$ 7,298.27	
7905	CURTIS, DEVI A	MEDICARE PART B APRIL-JUNE 2024	\$ 1,048.20	
7906	CURTIS, MITCHELL A	MEDICARE PART B APRIL-JUNE 2024	\$ 1,048.20	
7907	DCSE INC	Providing a fully supported 811	\$ 7,950.00	
7908	ERS INDUSTRIAL SERVICES INC.	Filter 5 clarifier emergency repair	\$	33,840.00
7909	FASTENAL COMPANY	SHOP SUPPLIES	\$ 289.68	
7909	FASTENAL COMPANY	SHOP SUPPLIES	\$ 286.05	
7909	FASTENAL COMPANY	SHOP SUPPLIES	\$ 881.73	
7910	GETZ, BETTY	MEDICARE PART B APRIL-JUNE 2024	\$ 524.10	
7911	HANNA, DIANA G	MEDICARE PART B APRIL-JUNE 2024	\$ 524.10	
7912	HANNA, DONALD R	MEDICARE PART B APRIL-JUNE 2024	\$ 524.10	
7913	HASA INC.	CHEMICALS-WELLS	\$ 313.11	
7913	HASA INC.	CHEMICALS-WELLS	\$ 180.64	
7913	HASA INC.	CHEMICALS-WELLS	\$ 156.55	
7913	HASA INC.	CHEMICALS-WELLS	\$ 108.38	
7913	HASA INC.	CHEMICALS-WELLS	\$ 325.15	
7913	HASA INC.	CHEMICALS-WELLS	\$ 289.02	
7913	HASA INC.	CHEMICALS-WELLS	\$ 108.38	
7913	HASA INC.	CHEMICALS-WELLS	\$ 144.51	
7913	HASA INC.	CHEMICALS-WELLS	\$ 3.92	
7913	HASA INC.	CHEMICALS-WELLS	\$ 261.02	
7913	HASA INC.	CHEMICALS-WELLS	\$ 240.85	
7913	HASA INC.	CHEMICALS-WELLS	\$ 361.28	
7913	HASA INC.	CHEMICALS-WELLS	\$ 289.02	

## WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT  
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
7913	HASA INC.	CHEMICALS-WELLS	\$ 240.85	
7913	HASA INC.	CHEMICALS-WELLS	\$ 240.85	
7913	HASA INC.	CHEMICALS-PERCHLORATE	\$ 505.79	
7913	HASA INC.	CHEMICALS-PERCHLORATE	\$ 481.70	
7914	HILLTOP GEOTECHNICAL, INC.	Compaction Services and Testing	\$ 4,800.00	
7914	HILLTOP GEOTECHNICAL, INC.	Compaction Services and Testing	\$ 4,800.00	
7915	INFOSEND INC	JUNE 2024 NEWSLETTERS	\$ 1,749.75	
7916	JONATHAN BARFIELD	D3 & T3 EXAM FEE	\$ 200.00	
7917	KRUEGER, WILLIAM E	MEDICARE PART B APRIL-JUNE 2024	\$ 1,677.00	
7918	LANE, JAN	MEDICARE PART B APRIL-JUNE 2024	\$ 524.10	
7919	LONG, MARVALINE	MEDICARE PART B JAN-MAR 2024	\$ 733.80	
7919	LONG, MARVALINE	MEDICARE PART B APRIL-JUNE 2024	\$ 733.80	
7920	MARTINEZ, ISABEL M	MEDICARE PART B APRIL-JUNE 2024	\$ 524.10	
7921	MARTINEZ, RAYMOND	MEDICARE PART B APRIL-JUNE 2024	\$ 524.10	
7922	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 411.10	
7923	RECYCLED AGGREGATE MATERIALS CO INC	SHOP SUPPLIES	\$ 64.79	
7923	RECYCLED AGGREGATE MATERIALS CO INC	SHOP SUPPLIES	\$ 253.90	
7923	RECYCLED AGGREGATE MATERIALS CO INC	DISPOSAL FEES	\$ 130.00	
7923	RECYCLED AGGREGATE MATERIALS CO INC	DISPOSAL FEES	\$ 520.00	
7924	SALLENDER, PAULETTE	MEDICARE PART B APRIL-JUNE 2024	\$ 524.10	
7925	SANDER, REBECCA	MEDICARE PART B APRIL-JUNE 2024	\$ 524.10	
7926	STERLING WATER TECHNOLOGIES LLC	Aluminum Chlorohydrate for FBR	\$ 28,186.90	
7927	WESTBROOK, LAURA	MEDICARE PART B APRIL-JUNE 2024	\$ 524.10	
7928	ACWA /JPIA	EE Adjust	\$ (2,250.52)	
7928	ACWA /JPIA	DELTA CARE DENTAL HMO	\$ 702.69	
7928	ACWA /JPIA	DELTA CARE DENTAL PPO	\$ 9,237.16	
7928	ACWA /JPIA	EMPLOYEE ASSISTANCE PROGRAM	\$ 210.80	
7928	ACWA /JPIA	HEALTH INSURANCE	\$ 149,707.26	
7928	ACWA /JPIA	VISION	\$ 1,800.30	
7928	ACWA /JPIA	DELTA CARE DENTAL PPO	\$ 725.06	
7928	ACWA /JPIA	HEALTH INSURANCE	\$ 9,475.16	
7928	ACWA /JPIA	VISION	\$ 105.90	
7928	ACWA /JPIA	Retirees	\$ 15,431.72	
7928	ACWA /JPIA	Retirees	\$ 1,807.82	
7928	ACWA /JPIA	Retirees	\$ 571.86	
7929	ASCHE, PEGGY S	MEDICARE PART B APRIL-JUNE 2024	\$ 733.80	
7930	ASHWORTH, MARIADA L	MEDICARE PART B APRIL-JUNE 2024	\$ 524.10	
7931	AUTOMATED GATE SERVICES INC	ROEMER GATE REPAIR	\$ 352.00	
7932	BOOT BARN INC	SAFETY BOOTS-TRACI BROWN	\$ 203.36	
7932	BOOT BARN INC	SAFETY BOOTS-RUDY OLGUIN	\$ 192.32	
7932	BOOT BARN INC	SAFETY BOOTS-CODY LUDWIG	\$ 192.32	
7932	BOOT BARN INC	SAFETY BOOTS-ROBERTO VARGAS	\$ 250.00	
7933	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 39.00	
7933	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 15.00	
7933	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 31.50	
7933	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 34.50	
7933	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
7933	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
7934	COMPUTERIZED EMBROIDERY COMPANY INC	WVWD SHIRTS-BILLING	\$ 695.57	
7934	COMPUTERIZED EMBROIDERY COMPANY INC	WVWD SHIRTS-JOHN THIEL	\$ 328.43	
7934	COMPUTERIZED EMBROIDERY COMPANY INC	WVWD SHIRTS-ACCOUNTING	\$ 935.82	
7934	COMPUTERIZED EMBROIDERY COMPANY INC	WVWD SHIRTS HAYDEE	\$ 70.67	
7934	COMPUTERIZED EMBROIDERY COMPANY INC	WVWD SHIRTS ROCKY	\$ 88.61	
7934	COMPUTERIZED EMBROIDERY COMPANY INC	WVWD SHIRTS ISABELLE	\$ 66.29	

**WEST VALLEY WATER DISTRICT**

CASH DISBURSEMENT REPORT  
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
7935	ENGINEERING RESOURCES INC	Task Order 3 ERSC for Modifications Zone 8-3 Res.	\$	2,902.50
7936	HASA INC.	CHEMICALS-WELLS	\$ 469.66	
7936	HASA INC.	CHEMICALS-WELLS	\$ 409.45	
7936	HASA INC.	CHEMICALS-WELLS	\$ 842.98	
7936	HASA INC.	CHEMICALS-WELLS	\$ 409.45	
7936	HASA INC.	CHEMICALS-WELLS	\$ 361.28	
7936	HASA INC.	CHEMICALS-WELLS	\$ 168.60	
7936	HASA INC.	CHEMICALS-WELLS	\$ 168.60	
7936	HASA INC.	CHEMICALS-WELLS	\$ 313.11	
7936	HASA INC.	CHEMICALS-WELLS	\$ 158.96	
7936	HASA INC.	CHEMICALS-WELLS	\$ 344.42	
7936	HASA INC.	CHEMICALS-WELLS	\$ 486.52	
7936	HASA INC.	CHEMICALS-WELLS	\$ 207.13	
7936	HASA INC.	CHEMICALS-WELLS	\$ 245.67	
7936	HASA INC.	CHEMICALS-WELLS	\$ 192.68	
7936	HASA INC.	CHEMICALS-WELLS	\$ 120.43	
7936	HASA INC.	CHEMICALS-PERCHLORATE	\$ 363.69	
7937	IE WORKS	MEMBERSHIP FEE 24/25	\$ 6,000.00	
7938	INFOSEND INC	Postage/Printing for Customer Bills-JUNE 2024	\$ 3,534.99	
7938	INFOSEND INC	Postage/Printing for Customer Bills-JUNE 2024	\$ 12,247.19	
7939	MCDONALD ELECTRIC INC	Install Sine Wave Filter on South Well VFD	\$ 5,160.06	
7939	MCDONALD ELECTRIC INC	Install Sine Wave Filter on South Well VFD	\$ 12,372.58	
7939	MCDONALD ELECTRIC INC	Install Sine Wave Filter on South Well VFD	\$ 1,077.50	
7940	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 929.38	
7940	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 536.55	
7940	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 12.95	
7940	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 191.69	
7940	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 466.51	
7940	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 576.18	
7940	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 210.98	
7941	POUND, ROGER A	MEDICARE PART B APRIL-JUNE 2024	\$ 524.10	
7942	POUND,PHYLLIS A	MEDICARE PART B APRIL-JUNE 2024	\$ 524.10	
7943	PRUITT, BARBARA J	MEDICARE PART B APRIL-JUNE 2024	\$ 524.10	
7944	SAFETY COMPLIANCE COMPANY	WORKPLACE VIOLENCE TRAINING 6/25/24	\$ 400.00	
7945	SAMBA HOLDINGS INC	HR SERVICES JUNE 2024	\$ 155.40	
7946	SIKORSKI, PATRICIA	MEDICARE PART B APRIL-JUNE 2024	\$ 1,048.20	
7947	SPIK, LINDA M	MEDICARE PART B APRIL-JUNE 2024	\$ 733.80	
7948	TOM DODSON & ASSOCIATES	Environmental Consulting Services for WVWD	\$	520.00
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.85	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.30	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 2.25	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.16	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.39	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.49	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 10.73	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.66	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 10.73	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.76	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.14	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.91	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.49	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.16	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.59	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.75	

## WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT  
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7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.16	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.91	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.76	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.14	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.75	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 10.73	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.49	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.59	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.59	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 1.26	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.16	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.76	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.50	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.14	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.75	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 1.62	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.14	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.76	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.91	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.49	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.26	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.16	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 2.25	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 12.29	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.49	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 13.96	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.91	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.75	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 12.29	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.16	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.76	
7949	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.14	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 9.16	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 9.16	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 9.16	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.86	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.28	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.28	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.12	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.12	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 5.31	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 5.94	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 5.94	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 19.37	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.44	
7949	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 20.67	
7949	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 8.32	
7949	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 4.95	
7949	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 4.39	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.92	
7949	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 9.75	
7949	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 8.32	
7949	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 4.95	
7949	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 4.39	

## WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT  
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.92	
7949	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 4.39	
7949	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 8.32	
7949	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 9.75	
7949	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 4.95	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 30.16	
7949	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 4.95	
7949	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 4.39	
7949	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 8.32	
7949	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 9.75	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.13	
7949	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 4.39	
7949	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 4.95	
7949	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 8.32	
7949	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 9.75	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.95	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.75	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 8.80	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 9.48	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.95	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.75	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 9.48	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 8.80	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 8.80	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.75	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.95	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 9.48	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.62	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.76	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 3.52	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.98	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.62	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 3.52	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 29.41	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.98	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 3.52	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.98	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 8.75	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.62	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 8.75	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 3.52	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.62	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.98	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.62	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 3.52	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.98	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 8.75	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 38.89	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.62	

**WEST VALLEY WATER DISTRICT**

CASH DISBURSEMENT REPORT  
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.98	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 8.75	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.98	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 5.57	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 17.90	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.62	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.62	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.98	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 5.57	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 8.75	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.62	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.98	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.12	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 9.75	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.12	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 20.69	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.98	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.62	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 9.75	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.12	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.98	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.14	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.98	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.14	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.12	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 9.75	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 4.98	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.14	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 4.12	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 2.25	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.12	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.98	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.14	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.98	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 2.25	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.12	
7949	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.14	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.08	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.23	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.81	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.89	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.23	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 7.50	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 9.75	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.08	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.23	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.81	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.89	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.23	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 7.50	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 9.75	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.89	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.08	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 9.75	



## WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT  
JULY 2024

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.23	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.81	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 7.50	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.23	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.08	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 7.50	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.81	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.89	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 9.75	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.23	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.23	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.81	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 9.75	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.23	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.89	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 7.50	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.08	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.23	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.81	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.08	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 9.75	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 7.50	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.89	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.23	
7949	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.23	
7949	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 4.43	
7949	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 4.62	
7949	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 15.19	
7949	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 5.95	
7949	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 6.14	
7949	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 9.75	
7949	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 5.95	
7949	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 9.75	
7949	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 6.14	
7949	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 9.75	
7949	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 6.14	
7949	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 5.95	
7949	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 18.07	
7949	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 6.14	
7949	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 5.95	
7949	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 6.14	
7949	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 9.75	
7949	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 5.95	
7949	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 4.29	
7949	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 17.22	
7949	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 4.98	
7949	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 1.34	
7949	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 1.34	
7949	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 4.29	
7949	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 10.35	
7949	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 6.50	
7949	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 10.35	
7949	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 6.50	
7949	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 4.29	

## WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT  
JULY 2024

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
7949	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 1.34	
7949	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 1.34	
7949	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 4.29	
7949	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 6.50	
7949	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 10.35	
7949	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 6.50	
7949	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 1.34	
7949	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 4.29	
7949	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 10.35	
7949	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 10.35	
7949	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 6.50	
7949	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 1.34	
7949	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 4.29	
7958	AIR & HOSE SOURCE INC	MAINTENANCE SUPPLIES	\$ 19.16	
7959	CDW GOVERNMENT INC	Camara Network Supplies	\$ 632.79	
7959	CDW GOVERNMENT INC	Camara Network Supplies	\$ 1,437.82	
7959	CDW GOVERNMENT INC	Camara Network Supplies	\$ 453.11	
7959	CDW GOVERNMENT INC	Adobe Acrobat Pro for teams - Subscription Renewa	\$ 1,325.55	
7960	CED CREDIT OFFICE	PRODUCTION SUPPLIES	\$ 175.88	
7961	CLIFTON LARSON ALLEN	Treasurer Services-MAY 2024	\$ 2,950.00	
7962	CRB SECURITY SOLUTIONS	ROEMER MAINTENANCE	\$ 135.03	
7962	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 34.50	
7962	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 743.66	
7962	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 448.50	
7962	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 209.00	
7962	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 204.50	
7962	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 135.00	
7962	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 83.84	
7962	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 172.50	
7962	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 34.50	
7962	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 69.00	
7962	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair	\$ 69.00	
7962	CRB SECURITY SOLUTIONS	GATE REPAIR	\$ 1,562.87	
7962	CRB SECURITY SOLUTIONS	GATE REPAIR	\$ 708.43	
7962	CRB SECURITY SOLUTIONS	GATE REPAIR	\$ 368.89	
7963	DAVID N M TURCH	Federal Lobbyist Services	\$ 12,500.00	
7964	FASTENAL COMPANY	SHOP SUPPLIES	\$ 323.37	
7965	GENERAL PUMP COMPANY INC	EAST COMPLEX SOUTH WELL	\$	24,130.40
7965	GENERAL PUMP COMPANY INC	WELL 5A REPAIRS/MAINT	\$	8,396.59
7965	GENERAL PUMP COMPANY INC	ZONE 5-2 BSTR 2	\$	18,487.04
7965	GENERAL PUMP COMPANY INC	ZONE 5-2 BSTR 3	\$	24,559.04
7966	HARRINGTON INDUSTRIAL PLASTICS	PRODUCTION SUPPLIES	\$ 180.55	
7966	HARRINGTON INDUSTRIAL PLASTICS	PVDF Tubing and Parts	\$ 367.43	
7966	HARRINGTON INDUSTRIAL PLASTICS	PVDF Tubing and Parts	\$ 449.32	
7966	HARRINGTON INDUSTRIAL PLASTICS	PVDF Tubing and Parts	\$ 1,850.61	
7966	HARRINGTON INDUSTRIAL PLASTICS	PVDF Tubing and Parts	\$ 475.46	
7967	HASA INC.	CHEMICALS-WELLS	\$ 525.06	
7967	HASA INC.	CHEMICALS-WELLS	\$ 264.94	
7967	HASA INC.	CHEMICALS-WELLS	\$ 390.18	
7967	HASA INC.	CHEMICALS-WELLS	\$ 481.70	
7967	HASA INC.	CHEMICALS-WELLS	\$ 125.24	
7967	HASA INC.	CHEMICALS-WELLS	\$ 187.86	
7967	HASA INC.	CHEMICALS-BLF	\$ 1,204.26	
7967	HASA INC.	CHEMICALS-BLF	\$ 1,691.62	

## WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT  
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
7967	HASA INC.	CHEMICALS-WELLS	\$ 241.66	
7967	HASA INC.	CHEMICALS-WELLS	\$ 362.49	
7967	HASA INC.	CHEMICALS-WELLS	\$ 145.00	
7967	HASA INC.	CHEMICALS-WELLS	\$ 205.41	
7967	HASA INC.	CHEMICALS-WELLS	\$ 362.49	
7967	HASA INC.	CHEMICALS-WELLS	\$ 362.49	
7967	HASA INC.	CHEMICALS-PERCHLORATE	\$ 423.90	
7967	HASA INC.	CHEMICALS-PERCHLORATE	\$ 483.32	
7967	HASA INC.	CHEMICALS-ROEMER	\$ 5,426.79	
7968	HILLTOP GEOTECHNICAL, INC.	Compaction Services and Testing	\$ 1,920.00	
7968	HILLTOP GEOTECHNICAL, INC.	Compaction Services and Testing	\$ 1,440.00	
7969	INFOSEND INC	Postage/Printing for Customer Bills	\$ 1,760.31	
7969	INFOSEND INC	Postage/Printing for Customer Bills	\$ 5,966.82	
7970	LEASE PLAN USA INC	Mechanic Repairs for Fleet	\$ 4,221.78	
7971	MCMaster-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 718.68	
7971	MCMaster-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 888.30	
7971	MCMaster-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 616.28	
7971	MCMaster-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 466.91	
7971	MCMaster-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 870.65	
7971	MCMaster-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 640.45	
7971	MCMaster-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 204.45	
7971	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 840.38	
7971	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 856.25	
7971	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 948.41	
7971	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 254.00	
7971	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 130.95	
7972	PANTALEON, SOCORRO	BREAKFAST FRUIT-ARAMNDAREZ	\$ 30.87	
7973	RECYCLED AGGREGATE MATERIALS CO INC	SHOP SUPPLIES	\$ 63.63	
7974	SAFETY COMPLIANCE COMPANY	FIELD SAFETY MTG 7/9/24	\$ 225.00	
7974	SAFETY COMPLIANCE COMPANY	OFFICE SAFETY MTG 7/9/24	\$ 200.00	
7975	SB VALLEY MUNICIPAL	BLF ELECTRIC BILL	\$ 125,356.72	
7976	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 13.96	
7976	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.16	
7976	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 12.29	
7976	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.75	
7976	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.49	
7976	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.91	
7976	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.76	
7976	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.14	
7976	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 4.95	
7976	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 9.75	
7976	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 4.39	
7976	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 8.32	
7976	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.98	
7976	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 9.75	
7976	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.14	
7976	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.14	
7976	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.12	
7976	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.82	
7976	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.89	
7976	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.08	
7976	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.23	
7976	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 9.75	
7976	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.23	

## WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT  
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
7976	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.81	
7976	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 75.20	
7976	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 75.20	
7976	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 75.20	
7976	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 75.20	
7976	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 81.70	
7976	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 6.14	
7976	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 9.75	
7976	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 5.95	
86764	OCHOA, ZARAY VAQUERA	CUSTOMER REFUND	\$ 86.07	
86765	Austin, Debby	CUSTOMER REFUND	\$ 19.93	
86766	LLC, SUGAR PORCH RESIDENTIAL,	CUSTOMER REFUND	\$ 42.91	
86767	Lopez, Jacqueline	CUSTOMER REFUND	\$ 11.02	
86768	ROMERO, BRYANT/ IRENE	CUSTOMER REFUND	\$ 3.20	
86769	LANDSEA FONTANA LLC	CUSTOMER REFUND	\$ 24.45	
86770	LENNAR CORP	CUSTOMER REFUND	\$ 17.08	
86771	LENNAR CORP	CUSTOMER REFUND	\$ 0.12	
86772	LENNAR CORP	CUSTOMER REFUND	\$ 1.21	
86773	LENNAR HOMES	CUSTOMER REFUND	\$ 6.51	
86774	DEL CID, ALLEN	CUSTOMER REFUND	\$ 31.97	
86775	AMAZON.COM SALES INC	PRODUCTION SUPPLIES	\$ 571.17	
86775	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 457.45	
86775	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 909.05	
86775	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 93.86	
86775	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 32.31	
86775	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 347.82	
86775	AMAZON.COM SALES INC	Computer Supplies Jun 2024	\$ 681.16	
86775	AMAZON.COM SALES INC	Computer Supplies Jun 2024	\$ 31.79	
86775	AMAZON.COM SALES INC	Computer Supplies Jun 2024	\$ 129.28	
86775	AMAZON.COM SALES INC	Computer Supplies Jun 2024	\$ 88.01	
86775	AMAZON.COM SALES INC	Computer Supplies Jun 2024	\$ 82.04	
86775	AMAZON.COM SALES INC	Computer Supplies Jun 2024	\$ 77.32	
86775	AMAZON.COM SALES INC	Computer Supplies Jun 2024	\$ 69.93	
86775	AMAZON.COM SALES INC	Computer Supplies Jun 2024	\$ 64.59	
86775	AMAZON.COM SALES INC	Computer Supplies Jun 2024	\$ 54.92	
86775	AMAZON.COM SALES INC	Computer Supplies Jun 2024	\$ 53.82	
86775	AMAZON.COM SALES INC	Computer Supplies Jun 2024	\$ 53.77	
86775	AMAZON.COM SALES INC	Computer Supplies Jun 2024	\$ 47.57	
86775	AMAZON.COM SALES INC	Computer Supplies Jun 2024	\$ 43.09	
86775	AMAZON.COM SALES INC	Computer Supplies Jun 2024	\$ 42.52	
86775	AMAZON.COM SALES INC	Computer Supplies Jun 2024	\$ 32.29	
86775	AMAZON.COM SALES INC	Computer Supplies Jun 2024	\$ 286.59	
86775	AMAZON.COM SALES INC	Computer Supplies Jun 2024	\$ 29.04	
86775	AMAZON.COM SALES INC	PA SUPPLIES	\$ 193.86	
86775	AMAZON.COM SALES INC	PA SUPPLIES	\$ 21.54	
86775	AMAZON.COM SALES INC	EARTH DAY SUPPLIES	\$ 23.66	
86775	AMAZON.COM SALES INC	EARTH DAY SUPPLIES	\$ 64.44	
86775	AMAZON.COM SALES INC	EARTH DAY SUPPLIES	\$ 42.87	
86775	AMAZON.COM SALES INC	EARTH DAY SUPPLIES	\$ 19.17	
86776	BURRTEC WASTE INDUSTRIES INC	DISPOSAL FEES-ROEMER	\$ 238.43	
86777	CEMEX INC	SHOP SUPPLIES	\$ 198.63	
86778	CLA VAL CO	Cla-Val service Well 42 pressure reliefs	\$ 4,232.08	
86779	EXCEL PROMOTIONAL PRODUCTS	PA PROMOTIONAL ITEMS	\$ 693.00	
86780	GRAINGER INC	PRODUCTION SUPPLIES	\$ 603.51	

## WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT  
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
86780	GRAINGER INC	PRODUCTION SUPPLIES	\$ 251.52	
86780	GRAINGER INC	FBR SUPPLIES	\$ 168.92	
86780	GRAINGER INC	FBR SUPPLIES	\$ 136.72	
86780	GRAINGER INC	FBR SUPPLIES	\$ 126.26	
86781	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 23.25	
86782	MASTERS TELECOM LLC	ROEMER SERVICES	\$ 65.53	
86783	MCCALLS METERS INC	SHOP SUPPLIES	\$ 50.00	
86784	MIKE ROQUET CONSTRUCTION, INC.	Street Paving Services	\$ 14,264.60	
86784	MIKE ROQUET CONSTRUCTION, INC.	Street Paving Services	\$ 6,992.00	
86784	MIKE ROQUET CONSTRUCTION, INC.	Street Paving Services	\$ 15,859.00	
86785	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA, A MEDICAL	HR SERVICES	\$ 160.00	
86785	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA, A MEDICAL	HR SERVICES	\$ 487.00	
86786	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	\$ 26.59	
86787	PINNACLE PETROLEUM INC	Gasoline and Diesel for Fleet	\$ 11,932.61	
86788	QUINN COMPANY	ROEMER SUPPLIES	\$ 466.06	
86789	REGISTRAR OF VOTERS	NOV 2022 ELECTIONS	\$ 100.00	
86790	RIALTO WATER SERVICES	FBR 05/14/24-06/17/24	\$ 1,045.56	
86791	SAFE AND SOUND SECURITY INC	Verkada Security Camera Project	\$ 1,647.00	
86791	SAFE AND SOUND SECURITY INC	Verkada Security Camera Project	\$ (1,888.20)	
86791	SAFE AND SOUND SECURITY INC	Verkada Security Camera Project	\$ 3,294.00	
86791	SAFE AND SOUND SECURITY INC	Verkada Security Camera Project	\$ 4,500.00	
86791	SAFE AND SOUND SECURITY INC	Verkada Security Camera Project	\$	3,770.17
86791	SAFE AND SOUND SECURITY INC	Verkada Security Camera Project	\$	248.00
86791	SAFE AND SOUND SECURITY INC	Verkada Security Camera Project	\$	2,397.00
86791	SAFE AND SOUND SECURITY INC	Verkada Security Camera Project	\$	645.00
86791	SAFE AND SOUND SECURITY INC	Verkada Security Camera Project	\$	(5,207.20)
86791	SAFE AND SOUND SECURITY INC	Verkada Security Camera Project	\$	20,838.06
86792	SDRMA (SPECIAL DISTRICT RISK	WORKERS COMP INS FY 2024-2025	\$ 112,754.73	
86793	SOLID WASTE MANAGEMENT DIVISION	DISPOSAL FEES-ROEMER	\$ 419.97	
86793	SOLID WASTE MANAGEMENT DIVISION	DISPOSAL FEES-ROEMER	\$ 445.19	
86793	SOLID WASTE MANAGEMENT DIVISION	DISPOSAL FEES-ROEMER	\$ 511.60	
86793	SOLID WASTE MANAGEMENT DIVISION	DISPOSAL FEES-ROEMER	\$ 428.59	
86794	TYLER TECHNOLOGIES INC	INSITE TRANSACTION FEES 04/01/24-06/30/24	\$ 52,865.60	
86794	TYLER TECHNOLOGIES INC	INSITE TRANSACTION FEES-04/01/24-06/30/24	\$ 504.20	
86795	VERIZON CONNECT FLEET USA LLC	SERVICES JULY 2024	\$ 717.75	
86796	VERIZON WIRELESS PHONES	CELL PHONES/IPADS	\$ 4,634.90	
86796	VERIZON WIRELESS PHONES	CELL PHONES/IPADS	\$ 3,144.09	
86796	VERIZON WIRELESS PHONES	CELL PHONES/IPADS	\$ 1,121.70	
86797	ALLIANCE 2020 INC	H.R SERVICES	\$ 371.26	
86798	AMAZON.COM SALES INC	WATER QUALITY SUPPLIES	\$ 496.26	
86798	AMAZON.COM SALES INC	MAINTENANCE SUPPLIES	\$ 246.76	
86799	CANNE, IVAN S	D5 EXAM FEE	\$ 155.00	
86800	CHARTER COMMUNICATIONS	INTERNET SVCS	\$ 1,549.00	
86801	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 189.30	
86802	COLTON PUBLIC UTILITIES	WELL 18A ELECTRIC-05/28/24-06/27/24	\$ 903.72	
86803	CONTROL TEMP INC	AC MAINTENANCE	\$ 148.50	
86804	CROSS CONNECTION ENVIRONMENTAL LLC	Backflow Simulation Station	\$ 3,699.99	
86805	CUMMINGS INDUSTRIES INC	EMERGENCY HOIST REPAIR	\$ 3,300.23	
86806	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINT 06/01/24-06/30/24	\$ 745.18	
86806	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINT 06/02/24-07/01/24	\$ 397.88	
86806	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINT-06/04/24-07/03/24	\$ 293.69	
86807	INLAND DESERT SECURITY	ANSWERING SERVICE	\$ 765.90	
86808	INLAND EMPIRE UTILITIES AGENCY	SERVICES 05/01/24-05/31/24	\$ 4,378.08	
86808	INLAND EMPIRE UTILITIES AGENCY	SERVICES 05/01/24-05/31/24	\$ 981.34	

**WEST VALLEY WATER DISTRICT**CASH DISBURSEMENT REPORT  
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<b>EFT/Check #</b>	<b>Vendor Name</b>	<b>Description</b>	<b>O &amp; M Amount</b>	<b>CIP Amount</b>
86809	JOHNSON'S HARDWARE INC	WATER QUALITY SUPPLIES	\$ 16.13	
86809	JOHNSON'S HARDWARE INC	MAINTENANCE SUPPLIES	\$ 32.31	
86809	JOHNSON'S HARDWARE INC	MAINTENANCE SUPPLIES	\$ 32.41	
86809	JOHNSON'S HARDWARE INC	SHOP SUPPLIES	\$ 81.86	
86810	MARIPOSA LANDSCAPES INC	Landscape Maintenance Services	\$ 7,445.98	
86811	MIKE ROQUET CONSTRUCTION, INC.	Street Paving Services	\$ 9,751.52	
86812	MINUTEMAN PRESS OF RANCHO CUCAMONGA	WATER QUALITY REPORT 2023	\$ 1,105.83	
86813	MONTELONGO, ERNEST	MEDICARE PART B APRIL-JUNE 2024	\$ 524.10	
86814	MONTELONGO, TERESA E	MEDICARE PART B APRIL-JUNE 2024	\$ 524.10	
86815	O'REILLY AUTO PARTS	VEHICLES MAINTENANCE	\$ 316.93	
86815	O'REILLY AUTO PARTS	VEHICLES MAINTENANCE	\$ 14.63	
86816	RIALTO WATER SERVICES	HQ WATER SVC-05/15/24-06/20/24	\$ 123.96	
86817	SANTA FE SPRINGS WATER SYSTEMS CO	purchase of 8 inch butterfly valve	\$ 17,085.00	
86818	SO CALIFORNIA EDISON	ROEMER-05/30/24-06/27/24	\$ 82,423.23	
86819	STATE WATER RESOURCES CONTROL BOARD	D3 & T3 CERTIFICATION	\$ 180.00	
86820	STATE WATER RESOURCES CONTROL BOARD	D5 CERTIFICATION	\$ 105.00	
86821	THE GAS COMPANY	ROEMER GAS SVC-05/31/24-07/01/24	\$ 15.29	
86822	UNDERGROUND SERVICE ALERT	NEW TICKETS	\$ 207.40	
86822	UNDERGROUND SERVICE ALERT	NEW TICKETS	\$ 535.00	
86823	WESTERN WATER WORKS SUPPLY CO INC	ROEMER SUPPLIES	\$ 661.59	
86823	WESTERN WATER WORKS SUPPLY CO INC	ROEMER SUPPLIES	\$ 1,750.94	
86823	WESTERN WATER WORKS SUPPLY CO INC	ROEMER SUPPLIES	\$ 280.15	
86824	YO FIRE	WATER QUALITY SUPPLIES	\$ 26.94	
86824	YO FIRE	WATER QUALITY SUPPLIES	\$ 232.74	
86825	Ruth Roulet-Mendoza	CUSTOMER REFUND	\$ 32.47	
86826	Vega, Javier	CUSTOMER REFUND	\$ 57.64	
86827	COLLAR, BARBARA	CUSTOMER REFUND	\$ 5.71	
86828	I-15 LOGISTICS, LLC	CUSTOMER REFUND	\$ 5,609.34	
86829	Ouyang & Chen LLC.	CUSTOMER REFUND	\$ 81.85	
86830	LENNAR CORP	CUSTOMER REFUND	\$ 11.65	
86831	Garcia, Miguel Antonio	CUSTOMER REFUND	\$ 230.61	
86832	ENRIQUE GONZALEZ	Venue for ASBCSD Meeting 8/26	\$ 2,000.00	
86833	ENTERTAINMENT EXPRESS	TECH SERVICES ASBCSD	\$ 900.00	
86834	DAVIS, TAMMY	CUSTOMER REFUND	\$ 90.87	
86835	FAISAL, CHOUDRY	CUSTOMER REFUND	\$ 86.18	
86836	Jones, Scott	CUSTOMER REFUND	\$ 46.32	
86837	LENNAR	CUSTOMER REFUND	\$ 14.06	
86838	TORRES, FRANCISCO	CUSTOMER REFUND	\$ 51.71	
86839	LENNAR HOMES	CUSTOMER REFUND	\$ 2.75	
86840	LENNAR CORP	CUSTOMER REFUND	\$ 4.88	
86841	LENNAR CORP	CUSTOMER REFUND	\$ 0.62	
86842	PAVEMENT REHAB COMPANY	CUSTOMER REFUND	\$ 1,668.36	
86843	W.A. RASIC CONSTRUCTION CO	CUSTOMER REFUND	\$ 2,952.56	
86844	SECURITY PAVING COMPANY INC	CUSTOMER REFUND	\$ 662.81	
86845	STICE COMPANY INC	CUSTOMER REFUND	\$ 1,077.14	
86846	TUMBARELLO, JESSICA	CUSTOMER REFUND	\$ 74.29	
86847	AIRGAS USA LLC	PRODUCTION SUPPLIES	\$ 57.48	
86848	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 46.92	
86849	ARGUETA, OLIVIA	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 51.11	
86850	AT&T	TELEMETRY LINE	\$ 64.10	
86851	AT&T INTERNET	INTERNET SVC 06/26/24-07/25/24	\$ 144.45	
86852	BAVCO	WATER QUALITY SUPPLIES	\$ 343.32	
86853	CAMARGO, KATIE & JORGE	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 17.76	
86854	CAMPOS, MICHAEL	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 49.83	

## WEST VALLEY WATER DISTRICT

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
86855	CHARTER COMMUNICATIONS	CABLE/INTERNET SVCS	\$ 288.01	
86855	CHARTER COMMUNICATIONS	CABLE/INTERNET SVCS	\$ 132.49	
86856	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 189.30	
86857	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-3382 N ORANGEWOOD	\$ 958.70	
86857	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-1724 N ENCINA	\$ 958.70	
86857	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-957 E CHESHIRE	\$ 958.70	
86857	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-3668 PALMETTO	\$ 958.70	
86858	CITY OF SAN BERNARDINO	BLF WATER SERVICE	\$ 48.29	
86858	CITY OF SAN BERNARDINO	BLF WATER SERVICE	\$ 22.86	
86859	CLARK AND SONS	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 936.58	
86860	COASTAL BUILDING SERVICES INC	Janitorial Services-JUNE 2024	\$ 185.00	
86860	COASTAL BUILDING SERVICES INC	Janitorial Services-JUNE 2024	\$ 2,904.00	
86861	CONTROL TEMP INC	AC MAINTENANCE	\$ 430.15	
86862	CUEVAS, ERIKA	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 30.86	
86863	CUSTOM WATER, INC	WVVD WATER CASES	\$ 1,293.20	
86864	DEFOE, ANGELA D.	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 23.31	
86865	EDMONDS, RENDEL A.	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 70.19	
86866	EL ROD FENCE CO, INC	BUILDING MAINTENANCE	\$ 950.00	
86866	EL ROD FENCE CO, INC	BUILDING MAINTENANCE	\$ 889.00	
86867	FITCH, APRIL	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 57.11	
86868	FLORES, MIKE	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 26.38	
86869	FONSECA, OMAR	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 87.60	
86870	GRAINGER INC	PRODUCTION SUPPLIES	\$ 12.14	
86870	GRAINGER INC	PRODUCTION SUPPLIES	\$ 18.08	
86870	GRAINGER INC	PRODUCTION SUPPLIES	\$ 154.09	
86870	GRAINGER INC	WATER QLTY SUPPLIES	\$ 531.36	
86870	GRAINGER INC	ROEMER SUPPLIES	\$ 49.90	
86870	GRAINGER INC	ROEMER SUPPLIES	\$ 305.15	
86871	GRISSET, KATHLEEN	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 25.32	
86872	GURJINDER, SINGH	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 1,535.12	
86873	HINOJOSA, CLARISSA	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 77.21	
86874	HOSE-MAN	STALE DATED CHECK REISSUE	\$ 314.31	
86875	HOXIE, JAMES & LOMELI, FABIOLA	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 67.28	
86876	IBARRA, ELIZABETH	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 17.55	
86877	IOV 2253 CACTUS LLC	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 0.40	
86878	JIMENEZ, JOSE F	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 52.17	
86879	JIMENEZ, THOMAS	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 25.12	
86880	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 58.13	
86880	JOHNSON'S HARDWARE INC	DISTRICT MAINTENANCE	\$ 20.46	
86881	KRISTINE, RENEE ESTELLE	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 38.33	
86882	LEDUFF, KIMBERLY	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 7.86	
86883	MICHAEL BAKER INTERNATIONAL, INC	Developement of Construction WaterMain I10 & Cedar	\$	7,613.10
86883	MICHAEL BAKER INTERNATIONAL, INC	Developement of Construction WaterMain I10 & Cedar	\$	19,448.06
86883	MICHAEL BAKER INTERNATIONAL, INC	Developement of Construction WaterMain I10 & Cedar	\$	5,016.70
86883	MICHAEL BAKER INTERNATIONAL, INC	Developement of Construction WaterMain I10 & Cedar	\$	2,987.75
86883	MICHAEL BAKER INTERNATIONAL, INC	Developement of Construction WaterMain I10 & Cedar	\$	11,674.14
86883	MICHAEL BAKER INTERNATIONAL, INC	Developement of Construction WaterMain I10 & Cedar	\$	1,465.75
86884	NAVARRO, VICTOR S	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 56.24	
86885	NO NAME VIKAS	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 61.06	
86886	NORTH FONTANA INVESTMENT LLC	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 1,979.97	
86887	PEREZ, MARLEEN	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 56.16	
86888	PHA, REBECA	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 10.12	
86889	PHELPS, PHILLIP H	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 15.07	
86890	RATLIFF, JOHNNY	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 17.42	

## WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT  
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
86891	RIALTO WATER SERVICES	WELL#16 WATER-05/30/24-06/25/24	\$ 30.42	
86892	RICHMOND AMERICAN HOMES	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 63.53	
86892	RICHMOND AMERICAN HOMES	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 39.58	
86892	RICHMOND AMERICAN HOMES	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 43.84	
86892	RICHMOND AMERICAN HOMES	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 13.40	
86892	RICHMOND AMERICAN HOMES	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 49.35	
86892	RICHMOND AMERICAN HOMES	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 47.07	
86893	RODRIGUEZ, LUIS J	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 87.36	
86894	ROMAN REALTY SERVICE	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 114.62	
86895	ROSAS, ALFREDO	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 37.89	
86896	SO CALIFORNIA EDISON	SOUTH END SHOP	\$ 87.55	
86896	SO CALIFORNIA EDISON	SOUTH END SHOP	\$ 32.85	
86896	SO CALIFORNIA EDISON	WELL #6 ELECTRICITY	\$ 10,044.48	
86896	SO CALIFORNIA EDISON	WELL #6 ELECTRICITY	\$ 5,524.53	
86897	SOTO, LYNETTE	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 78.21	
86898	SUMMERS, BRANDON	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 30.26	
86899	SURENOK, MATTHEW P	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 15.25	
86900	TAKHAR, AVTAR	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 38.12	
86901	TALAVERA, SAMUEL	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 29.03	
86902	THE GAS COMPANY	HQ GAS BILL	\$ 23.43	
86903	THIESS, APRIL/ANTHONY	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 24.59	
86904	USA BLUEBOOK	WATER QLTY SUPPLIES	\$ 385.23	
86904	USA BLUEBOOK	ROEMER SUPPLIES	\$ 57.31	
86905	VASQUEZ, MIGUEL	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 45.75	
86906	WATER EDUCATION FOR LATINO LEADERS	WELL MEMORIAL EDUCATION FUND DONATION	\$ 3,000.00	
86907	WRIGHT REAL PROPERTY MGMT	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 51.43	
86908	YO FIRE	MAINTENANCE SUPPLIES	\$ 193.95	
86909	ZAMBRANO, MARIA I	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 35.64	
86910	ZUNIGA, BLANCA K	CUSTOMER REFUND-STALE DATED CHECK REISSUE	\$ 63.71	
86911	WRIGHT REAL PROPERTY MANAGEMENT/THOMAS GIBSON	CUSTOMER REFUND	\$ 81.77	
86912	RIALTO TREATMENT PLANT	CUSTOMER REFUND	\$ 188.95	
86913	VARGAS, JOYCE	CUSTOMER REFUND	\$ 24.64	
86914	Li, Amy	CUSTOMER REFUND	\$ 29.46	
86915	LENNAR HOMES	CUSTOMER REFUND	\$ 11.59	
86916	CHENG, ANDY CHENG & ALISA	CUSTOMER REFUND	\$ 148.03	
86917	Pecsok, John	CUSTOMER REFUND	\$ 31.06	
86918	Kirchen, Rowena & Daniel	CUSTOMER REFUND	\$ 23.65	
86919	KL VENTURES INC	CUSTOMER REFUND	\$ 1,806.53	
86920	BOUDREAU PIPELINE CORP	CUSTOMER REFUND	\$ 3,490.13	
86921	KPRS CONSTRUCTION SERV	CUSTOMER REFUND	\$ 2,038.31	
86922	AMAZON.COM SALES INC	METERS SUPPLIES	\$ 232.68	
86922	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 10.76	
86922	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 78.90	
86922	AMAZON.COM SALES INC	ENGINEERING SUPPLIES	\$ 402.54	
86922	AMAZON.COM SALES INC	Computer Supplies July 2024	\$ 58.70	
86922	AMAZON.COM SALES INC	Computer Supplies July 2024	\$ 15.51	
86922	AMAZON.COM SALES INC	Computer Supplies July 2024	\$ 46.90	
86922	AMAZON.COM SALES INC	Computer Supplies July 2024	\$ 36.61	
86922	AMAZON.COM SALES INC	Computer Supplies July 2024	\$ 36.59	
86922	AMAZON.COM SALES INC	Computer Supplies July 2024	\$ 34.44	
86922	AMAZON.COM SALES INC	Computer Supplies July 2024	\$ 80.55	
86922	AMAZON.COM SALES INC	Computer Supplies July 2024	\$ 33.57	
86922	AMAZON.COM SALES INC	Computer Supplies July 2024	\$ 188.51	
86922	AMAZON.COM SALES INC	Computer Supplies July 2024	\$ 234.44	



## WEST VALLEY WATER DISTRICT

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86922	AMAZON.COM SALES INC	Computer Supplies July 2024	\$ 251.90	
86922	AMAZON.COM SALES INC	Computer Supplies July 2024	\$ 414.84	
86922	AMAZON.COM SALES INC	Computer Supplies July 2024	\$ 64.61	
86922	AMAZON.COM SALES INC	Computer Supplies July 2024	\$ 52.73	
86922	AMAZON.COM SALES INC	Computer Supplies July 2024	\$ 30.99	
86923	AT&T	TELEMETRY LINE	\$ 128.20	
86924	AT&T LONG DISTANCE	LONG DISTANCE-ROEMER	\$ 75.79	
86925	BMI SYSTEMS GROUP	PHONE SUPPORT MAINTENANCE	\$ 590.00	
86926	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 189.30	
86926	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 160.42	
86926	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 189.30	
86927	CITY OF SAN BERNARDINO	LYTLE CREEK STREAMFLOW-JUNE 2024	\$ 22,516.94	
86928	CONTROL TEMP INC	DISTRICT MAINTENANCE	\$ 173.25	
86929	CUSTOM WATER, INC	Water bottles	\$ 1,293.20	
86929	CUSTOM WATER, INC	Water bottles	\$ 1,293.20	
86930	ENDRESS + HAUSER C/O JPR SYSTEMS	Backwash Arsenic plant meter	\$ 4,762.83	
86931	GATX CORPORATION	DEPOSITS REFUND-CONT/METER/VALVE	\$ 597.49	
86931	GATX CORPORATION	DEPOSITS REFUND-CONT/METER/VALVE	\$ 480.00	
86931	GATX CORPORATION	DEPOSITS REFUND-CONT/METER/VALVE	\$ 21,046.00	
86932	GRAINGER INC	PRODUCTION SUPPLIES	\$ 44.00	
86932	GRAINGER INC	FBR SUPPLIES	\$ 171.22	
86933	GREEN MEDIA CREATIONS INC	OUTREACH PROGRAM	\$ 328.60	
86934	HELIX BRANDS LIMITED	WVWD Mugs	\$ 2,251.66	
86935	HOME DEPOT	DISTRICT MAINTENANCE	\$ 89.93	
86935	HOME DEPOT	DISTRICT MAINTENANCE	\$ 20.41	
86935	HOME DEPOT	DISTRICT MAINTENANCE	\$ 559.16	
86935	HOME DEPOT	DISTRICT MAINTENANCE	\$ 315.99	
86936	ISLE INC	WESTERN WATER TAG MEMBERSHIP	\$ 10,000.00	
86937	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 44.66	
86937	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 21.51	
86937	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 17.11	
86937	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 19.14	
86937	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 25.29	
86937	JOHNSON'S HARDWARE INC	FBR SUPPLIES	\$ 78.15	
86938	LES SCHWAB TIRE CENTERS OF CENTRAL CALIFORNIA INC	VEHICLE MAINTENANCE	\$ 1,645.99	
86939	MIKE ROQUET CONSTRUCTION, INC.	Street Paving Services	\$ 12,061.20	
86939	MIKE ROQUET CONSTRUCTION, INC.	Street Paving Services	\$ 11,942.60	
86940	NEW RESOURCES GROUP INC	WVWD GIVE AWAY ITEMS	\$ 647.50	
86940	NEW RESOURCES GROUP INC	WVWD GIVE AWAY ITEMS	\$ 1,948.40	
86940	NEW RESOURCES GROUP INC	WVWD GIVE AWAY ITEMS	\$ 2,108.25	
86940	NEW RESOURCES GROUP INC	WVWD GIVE AWAY ITEMS	\$ 647.50	
86940	NEW RESOURCES GROUP INC	WVWD GIVE AWAY ITEMS	\$ 1,863.18	
86940	NEW RESOURCES GROUP INC	WVWD GIVE AWAY ITEMS	\$ 1,366.25	
86940	NEW RESOURCES GROUP INC	WVWD GIVE AWAY ITEMS	\$ 833.60	
86941	O'REILLY AUTO PARTS	VEHICLES MAINTENANCE	\$ (22.00)	
86941	O'REILLY AUTO PARTS	VEHICLES MAINTENANCE	\$ 367.07	
86941	O'REILLY AUTO PARTS	VEHICLES MAINTENANCE	\$ 45.75	
86942	PAUL FRANK GRAVESANDE	UNIT#104 MAINTENANCE	\$ 395.00	
86942	PAUL FRANK GRAVESANDE	UNIT#104T MAINTENANCE	\$ 165.00	
86942	PAUL FRANK GRAVESANDE	UNIT#139 MAINTENANCE	\$ 105.00	
86943	RIALTO WATER SERVICES	ROEMER-05/31/24-06/30/24	\$ 141.06	
86944	ROYAL INDUSTRIAL SOLUTIONS	PRODUCTION SUPPLIES	\$ 650.00	
86945	SANTA FE SPRINGS WATER SYSTEMS CO	ROEMER SUPPLIES	\$ 816.97	
86946	SO CAL LOCKSMITH	DISTRICT MAINTENANCE	\$ 68.45	

## WEST VALLEY WATER DISTRICT

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
86947	SO CALIFORNIA EDISON	VARIOUS LOCATIONS	\$ 69,183.92	
86947	SO CALIFORNIA EDISON	VARIOUS LOCATIONS	\$ 22,548.32	
86947	SO CALIFORNIA EDISON	VARIOUS LOCATIONS	\$ 96,480.20	
86947	SO CALIFORNIA EDISON	19920 COUNTRY CLUB/WELL#17	\$ 43,677.02	
86947	SO CALIFORNIA EDISON	VARIOUS LOCATIONS	\$ 33,197.02	
86947	SO CALIFORNIA EDISON	19920 COUNTRY CLUB/WELL#17	\$ 4,046.49	
86947	SO CALIFORNIA EDISON	WELL 11X JUNE 2024	\$ 26.46	
86947	SO CALIFORNIA EDISON	WELL 11X JULY 2024	\$ 19.46	
86947	SO CALIFORNIA EDISON	VARIOUS LOCATIONS	\$ 17,804.07	
86947	SO CALIFORNIA EDISON	VARIOUS LOCATIONS	\$ 195.62	
86947	SO CALIFORNIA EDISON	VARIOUS LOCATIONS	\$ 250.01	
86947	SO CALIFORNIA EDISON	VARIOUS LOCATIONS	\$ 6,123.83	
86948	SOLID WASTE MANAGEMENT DIVISION	ROEMER SUPPLIES	\$ 452.57	
86948	SOLID WASTE MANAGEMENT DIVISION	ROEMER SUPPLIES	\$ 435.96	
86948	SOLID WASTE MANAGEMENT DIVISION	ROEMER SUPPLIES	\$ 446.42	
86949	SOUTHERN CALIFORNIA EDISON	DOCUMENT#7590553318	\$	12,083.42
86950	THERMO ELECTRON NORTH AMERICA LLC	ICS 5000 Service	\$ 15,555.34	
86951	USA BLUEBOOK	PRODUCTION SUPPLIES	\$ 706.84	
86952	WATER SYSTEMS CONSULTING INC	Strategic Plan Workplan Development Phase 2	\$ 3,588.75	
86953	YO FIRE	PRODUCTION SUPPLIES	\$ 89.43	
86953	YO FIRE	WATER QUALITY SUPPLIES	\$ 560.30	
86953	YO FIRE	MAINTENANCE SUPPLIES	\$ 89.43	
86953	YO FIRE	METERS SUPPLIES	\$ 112.06	
86954	ACOM SOLUTIONS INC	Check Stock Paper	\$ 613.20	
86955	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 368.46	
86955	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 57.08	
86955	AMAZON.COM SALES INC	PA SUPPLIES	\$ 340.48	
86956	BEL USA LLC	WVWD Public Outreach Event Items	\$ 1,379.00	
86956	BEL USA LLC	WVWD Public Outreach Event Items	\$ 2,428.32	
86956	BEL USA LLC	WVWD Public Outreach Event Items	\$ 1,659.00	
86956	BEL USA LLC	WVWD Public Outreach Event Items	\$ 1,232.50	
86957	BRYAN I PAREDES	BIL'S RETIREMENT LUNCHEON	\$ 1,065.75	
86958	CHARTER COMMUNICATIONS	CABLE/TELEPHONE	\$ 377.11	
86958	CHARTER COMMUNICATIONS	CABLE/TELEPHONE	\$ 44.99	
86958	CHARTER COMMUNICATIONS	INTERNET SVCS	\$ 1,549.00	
86959	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 189.30	
86959	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 189.30	
86959	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 189.30	
86959	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 189.30	
86959	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 189.30	
86959	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 189.30	
86959	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 189.30	
86959	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 189.30	
86960	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-2559 W MONTECITO DR	\$ 958.70	
86961	CLEANMART USA	Janitorial supplies for the District	\$ 1,117.91	
86962	COLUMBIA BOOKS INC	Thompson Grant Platform	\$ 2,100.00	
86963	CORE & MAIN LP	MAINTENANCE SUPPLIES	\$ 711.95	
86963	CORE & MAIN LP	RETURNS-CREDIT	\$ (547.23)	
86964	GRAINGER INC	FBR SUPPLIES	\$ 623.63	
86965	HARMSCO INC	Filter cartriges for well with IX Treatment	\$ 20,479.87	
86965	HARMSCO INC	Filter cartriges for well with IX Treatment	\$ 20,479.87	
86966	HAWKINS, CHANNING	MILEAGE REIMBURSEMENT-JUNE 2024	\$ 57.62	
86966	HAWKINS, CHANNING	MILEAGE REIMBURSEMENT JULY 2024	\$ 6.43	
86967	HEYES FILTERS INC	Purchase of capsule filters	\$ 2,995.81	
86968	I.U.O.E., LOCAL UNION NO. 12	I.U.O.E LOCAL 12 UNION DUES	\$ 551.50	
86968	I.U.O.E., LOCAL UNION NO. 12	I.U.O.E LOCAL 12 UNION DUES	\$ 11.00	

**WEST VALLEY WATER DISTRICT**

CASH DISBURSEMENT REPORT  
JULY 2024

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
86968	I.U.O.E., LOCAL UNION NO. 12	I.U.O.E LOCAL 12 UNION DUES	\$ 540.50	
86969	J. YUNGER BESPOKE INC	WVWD Socks	\$ 2,217.50	
86970	JOHNSON'S HARDWARE INC	METERS SHOP SUPPLIES	\$ 50.60	
86971	LEGAL SHIELD	LEGALSHIELD	\$ 180.42	
86971	LEGAL SHIELD	LEGALSHIELD	\$ 180.39	
86971	LEGAL SHIELD	EE Adjust	\$ 18.94	
86972	LENNAR HOMES	DEP REFUNDS-CONT/METER/VALVE BOX	\$ 7,450.00	
86972	LENNAR HOMES	DEP REFUNDS-CONT/METER/VALVE BOX	\$ 9,000.00	
86972	LENNAR HOMES	DEP REFUNDS-CONT/METER/VALVE BOX	\$ 103,187.10	
86973	MIKE ROQUET CONSTRUCTION, INC.	Street Paving Services	\$ 10,619.00	
86974	MINUTEMAN PRESS OF RANCHO CUCAMONGA	SO CAL STREAM CHALLENGE	\$ 94.42	
86974	MINUTEMAN PRESS OF RANCHO CUCAMONGA	AGUILAR CHECK PRESENTATION	\$ 571.29	
86975	NEW RESOURCES GROUP INC	Conservation Kit Items	\$ 1,080.00	
86975	NEW RESOURCES GROUP INC	Conservation Kit Items	\$ 580.00	
86975	NEW RESOURCES GROUP INC	Conservation Kit Items	\$ 3,302.65	
86975	NEW RESOURCES GROUP INC	Conservation Kit Items	\$ 1,485.00	
86976	O'REILLY AUTO PARTS	ROEMER SUPPLIES	\$ 17.23	
86977	PAUL FRANK GRAVESANDE	90 Day and Repairs to truck 138	\$ 1,975.00	
86977	PAUL FRANK GRAVESANDE	UNIT#105 MAINTENANCE	\$ 175.00	
86977	PAUL FRANK GRAVESANDE	UNIT#105T MAINTENANCE	\$ 240.00	
86977	PAUL FRANK GRAVESANDE	UNIT#137 MAINTENANCE	\$ 392.00	
86978	PINNACLE PETROLEUM INC	Gasoline and Diesel for Fleet	\$ 7,426.94	
86979	SO CALIFORNIA EDISON	BLF ELECTRICITY	\$ 229.24	
86979	SO CALIFORNIA EDISON	BLF ELECTRICITY	\$ 115.02	
86980	THE STANDARD	AD&D	\$ (0.95)	
86980	THE STANDARD	AD&D	\$ 341.29	
86980	THE STANDARD	DEPENDENT LIFE	\$ 103.32	
86980	THE STANDARD	LIFE INSURANCE	\$ 2,516.61	
86980	THE STANDARD	LONG TERM DISABILITY	\$ 2,661.55	
86980	THE STANDARD	AD&D	\$ 31.50	
86980	THE STANDARD	DEPENDENT LIFE	\$ 6.15	
86980	THE STANDARD	LIFE INSURANCE	\$ 232.50	
86980	THE STANDARD	LONG TERM DISABILITY	\$ 22.73	
86980	THE STANDARD	EE Adjusts	\$ 49.17	
86980	THE STANDARD	EMPLOYEE AFTER-TAX	\$ 711.60	
86980	THE STANDARD	EMPLOYEE AFTER-TAX	\$ 711.55	
86981	UNIVAR USA INC	Acedic Acid for FBR	\$ 20,589.30	
86981	UNIVAR USA INC	Acedic Acid for FBR	\$ 19,650.80	
86982	USA BLUEBOOK	FBR SUPPLIES	\$ 411.18	
86982	USA BLUEBOOK	ROEMER SUPPLIES	\$ 98.94	
86983	VERIZON WIRELESS PHONES	CELL PHONES/INTERNET	\$ 5,136.06	
86983	VERIZON WIRELESS PHONES	CELL PHONES/INTERNET	\$ 1,304.53	
86983	VERIZON WIRELESS PHONES	CELL PHONES/INTERNET	\$ 1,152.34	
86984	YO FIRE	Emergency Service Line Replacement 1642 Eucalyptus	\$ 1,643.40	
86984	YO FIRE	MAINTENANCE SUPPLIES	\$ 351.27	
86984	YO FIRE	MAINTENANCE SUPPLIES	\$ 613.10	
DFT0003794	PCL CONSTRUCTION INC	Design and Construction of Roemer Upgrade		\$ 4,091,256.78
DFT0003794	PCL CONSTRUCTION INC	RETENTION		\$ (204,562.84)
<b>SUBTOTALS</b>			<b>\$ 1,757,983.55</b>	<b>\$ 4,105,947.34</b>
<b>GRAND TOTAL</b>			<b>\$ 5,863,930.89</b>	

# Exhibit B

**WEST VALLEY WATER DISTRICT  
PAYROLL GROSS WAGES  
FISCAL YEAR 2024 - 2025**

<b>Report Month</b>	<b>Description</b>	<b>From</b>	<b>To</b>	<b>Gross Wages Paid</b>
July 2024	Monthly Pay Period #7	06/01/24	06/30/24	10,691.50
July 2024	Pay Period #14	06/21/24	07/05/24	370,418.38
July 2024	Pay Period #15	07/05/24	07/19/24	389,816.11
			Total for July 2024	<u><u>770,925.99</u></u>

**WEST VALLEY WATER DISTRICT  
EFT AND PAYROLL ITEMS  
JULY 2024**

<b>Date</b>	<b>Item</b>	<b>Check No. or EFT</b>	<b>Amount</b>
07/12/24	Monthly Pay Period #7	None	-
07/11/24	Pay Period #14	8948	917.77
07/18/24	Pay Period #15 - Termination	8949	4,219.70
07/25/24	Pay Period #15	8950-51	2,133.77
	<b>Total Checks</b>		<b><u>7,271.24</u></b>
07/12/24	Monthly Pay Period #7 Direct Deposits	EFT	8,662.86
07/12/24	Federal Tax Withheld Social Security & Medicare	EFT	2,147.89
07/12/24	State Tax Withheld	EFT	190.01
07/11/24	Pay Period #14 Direct Deposits	EFT	238,484.92
07/11/24	Federal Tax Withheld Social Security & Medicare	EFT	91,157.18
07/11/24	State Tax Withheld and State Disability Insurance	EFT	19,944.49
07/11/24	Lincoln Deferred Compensation Withheld	EFT	14,125.31
07/11/24	Lincoln - 401a	EFT	23,800.00
07/11/24	Lincoln - ROTH	EFT	978.13
07/11/24	Lincoln - Employer Match Benefit	EFT	3,550.00
07/11/24	Nationwide Deferred Compensation Withheld	EFT	6,556.11
07/11/24	Nationwide 401a	EFT	1,000.00
07/11/24	Nationwide ROTH	EFT	125.00
07/11/24	Nationwide - Employer Match Benefit	EFT	775.00
07/11/24	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	34,388.74
07/11/24	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	26,093.31
07/11/24	ExpertPay - California State Disbursement	EFT	984.46
07/11/24	Sterling Administration	EFT	976.23
07/18/24	Pay Period #14 Direct Deposits	EFT	-
07/18/24	Federal Tax Withheld Social Security & Medicare	EFT	1,766.72
07/18/24	State Tax Withheld and State Disability Insurance	EFT	343.61
07/25/24	Pay Period #15 Direct Deposits	EFT	244,707.68
07/25/24	Federal Tax Withheld Social Security & Medicare	EFT	97,554.58
07/25/24	State Tax Withheld and State Disability Insurance	EFT	21,418.02
07/25/24	Lincoln Deferred Compensation Withheld	EFT	14,196.04
07/25/24	Lincoln - 401a	EFT	1,300.00
07/25/24	Lincoln ROTH	EFT	1,058.13
07/25/24	Lincoln - Employer Match Benefit	EFT	3,500.00
07/25/24	Nationwide Deferred Compensation Withheld	EFT	6,481.11
07/25/24	Nationwide - 401a Employer Match Benefit	EFT	2,000.00
07/25/24	Nationwide - ROTH	EFT	125.00
07/25/24	Nationwide - Employer Match Benefit	EFT	775.00
07/25/24	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT Pending	-
07/25/24	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT Pending	-
07/25/24	ExpertPay - California State Disbursement	EFT	984.46
07/25/24	Sterling Administration	EFT	976.23
07/13/24	CalPERS - FY 22/23 Pepay Unfunded Accrued Liability -Classic	EFT	712,534.00
07/13/24	CalPERS - FY 22/23 Prepay Unfunded Accrued Liability -PEPRA	EFT	9,442.00
	<b>Total EFT</b>		<b><u>1,593,102.22</u></b>
	<b>Grand Total Payroll Cash</b>		<b><u>1,600,373.46</u></b>



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 5, 2024  
**TO:** Board of Directors  
**FROM:** William Fox, Interim Chief Financial Officer  
**SUBJECT:** PURCHASE ORDER REPORT - JULY 2024

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**MEETING HISTORY:**

08/28/24 Finance Committee REFERRED TO BOARD

**BACKGROUND:**

The West Valley Water District (“District”) generated thirty-two (32) Purchase Orders (“PO”) in the month of July 2024 to various vendors that provide supplies and services to the District. The total amount issued to PO’s for the month of July 2024 was **\$2,354,063.01**. A table listing all PO’s for July 2024 is shown in **Exhibit A**.

There were no Change Orders (“CO”) approved at the General Manager’s approval level during the month of July 2024.

**FISCAL IMPACT:**

There is no fiscal impact for producing the July 2024 Purchase Order Report.

**STAFF RECOMMENDATION:**

Approve the July 2024 Purchase Order Report.

**ATTACHMENT(S):**

1. Exhibit A with July 2024 PO Report Attached

# Exhibit A



## Purchase Order Summary Report

## Purchase Order Detail

Issued Date Range 07/01/2024 - 07/31/2024



West Valley Water District, CA

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
25-0002	Stock Order 7-2-24 00748 - YO FIRE	Outstanding West Valley Water District	7/2/2024 7/2/2024	0.00	16,145.00
25-0003	Purchase of capsule filters 01069 - HEYES FILTERS INC	Completed West Valley Water District	7/2/2024 7/16/2024	0.00	2,995.81
25-0004	Meter Order 6-27-24 00255 - AQUA-METRIC SALES CO	Outstanding West Valley Water District	7/2/2024 7/2/2024	0.00	10,388.28
25-0005	Camara Network Supplies 00326 - CDW GOVERNMENT INC	Completed West Valley Water District	7/2/2024 7/16/2024	0.00	2,342.20
25-0007	ClearGov Digital Budget Book FY24-25 02651 - CLEARGOV INC	Outstanding West Valley Water District	7/3/2024 7/17/2024	0.00	8,343.00
25-0008	Blanket PO for Chlorine for Wells W/O Treatment 01641 - HASA INC.	Partially Received West Valley Water District	7/2/2024 7/16/2024	0.00	40,000.00
25-0009	Blanket PO for Chlorine for East Complex 01641 - HASA INC.	Partially Received West Valley Water District	7/3/2024 7/17/2024	0.00	20,000.00
25-0010	Blanket PO for Wells With Treatment 01641 - HASA INC.	Partially Received West Valley Water District	7/3/2024 7/17/2024	0.00	10,000.00
25-0011	Safety First-Aid Cabinets and AED Services 02725 - CINTAS CORPORATION NO 2	Outstanding West Valley Water District	7/3/2024 7/17/2024	0.00	5,841.52
25-0012	Blanket PO for Chlorine for FBR 01641 - HASA INC.	Outstanding West Valley Water District	7/3/2024 7/17/2024	0.00	16,750.00
25-0013	FBR Monitoring Well Sampling 02267 - BLAINE TECH SERVICES INC	Partially Received West Valley Water District	7/3/2024 7/17/2024	0.00	14,874.00
25-0014	Blanket PO for Praestol Flocculant for FBR Plant 00810 - STERLING WATER TECHNOLOGIES LLC	Outstanding West Valley Water District	7/8/2024 7/22/2024	0.00	15,000.00
25-0015	Blanket PO for Phosphoric Acid for FBR Plant 01269 - UNIVAR USA INC	Outstanding West Valley Water District	7/3/2024 7/17/2024	0.00	15,000.00
25-0016	Purchase of valve components 02584 - SANTA FE SPRINGS WATER SYSTEMS CO	Outstanding West Valley Water District	7/4/2024 7/18/2024	0.00	8,057.63
25-0017	Blanket PO for Janitorial Services 02622 - COASTAL BUILDING SERVICES INC	Outstanding West Valley Water District	7/2/2024 7/16/2024	0.00	42,000.00
25-0018	Blanket PO for Landscape Maintenance Service 02623 - MARIPOSA LANDSCAPES INC	Outstanding West Valley Water District	7/2/2024 7/16/2024	0.00	100,000.00
25-0019	PVDF Tubing and Parts 00244 - HARRINGTON INDUSTRIAL PLASTICS	Completed West Valley Water District	7/8/2024 7/22/2024	0.00	3,079.50
25-0021	Blanket PO for Acedic Acid for FBR 01269 - UNIVAR USA INC	Partially Received West Valley Water District	7/3/2024 7/17/2024	0.00	50,000.00

## Purchase Order Summary Report

Issued Date Range 07/01/2024 - 07/31/2024

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
25-0022	Blanket PO for Chlorine for Roemer Plant 01641 - HASA INC.	Partially Received West Valley Water District	7/3/2024 7/17/2024	0.00	59,000.00
25-0023	Blanket PO for Aluminum Chlorohydrate for FBR 00810 - STERLING WATER TECHNOLOGIES LLC	Outstanding West Valley Water District	7/3/2024 7/17/2024	0.00	32,500.00
25-0025	Check Stock Paper 00387 - ACOM SOLUTIONS INC	Completed West Valley Water District	7/5/2024 7/19/2024	0.00	620.64
25-0026	Blanket PO for Street Paving 01321 - MIKE ROQUET CONSTRUCTION, INC.	Partially Received West Valley Water District	7/8/2024 7/22/2024	0.00	350,000.00
25-0027	Blanket PO for Mechanic Repairs for Fleet 01514 - LEASE PLAN USA INC	Outstanding West Valley Water District	7/8/2024 7/22/2024	0.00	100,000.00
25-0028	Water bottles 02141 - CUSTOM WATER, INC	Completed West Valley Water District	7/10/2024 7/24/2024	0.00	1,293.20
25-0029	Water bottles 02141 - CUSTOM WATER, INC	Completed West Valley Water District	7/10/2024 7/24/2024	0.00	1,293.20
25-0030	Blanket PO - Bill Inserts 01052 - INFOSEND INC	Outstanding West Valley Water District	7/10/2024 7/24/2024	0.00	13,000.00
25-0031	Venue for ASBCSD Meeting 8/26 02782 - ENRIQUE GONZALEZ	Partially Received West Valley Water District	7/11/2024 7/25/2024	0.00	7,380.88
25-0032	Blanket PO for Compaction Services and Testing 01576 - HILLTOP GEOTECHNICAL, INC.	Outstanding West Valley Water District	7/8/2024 7/22/2024	0.00	75,000.00
25-0033	Blanket PO for Gasoline and Diesel for Fleet 02610 - PINNACLE PETROLEUM INC	Partially Received West Valley Water District	7/8/2024 7/22/2024	0.00	150,000.00
25-0034	Blanket PO for Security Alarms Monitoring & Repair 01470 - CRB SECURITY SOLUTIONS	Partially Received West Valley Water District	7/3/2024 7/17/2024	0.00	32,000.00
25-0035	Stock Order Meter Lids 7-11-24 00941 - OLDCASTLE INFRASTRUCTURE INC	Outstanding West Valley Water District	7/11/2024 7/11/2024	0.00	64,428.00
25-0036	Stock Order Meter Boxes 7-11-24 00941 - OLDCASTLE INFRASTRUCTURE INC	Outstanding West Valley Water District	7/11/2024 7/11/2024	0.00	67,077.50
25-0037	Butterfly Valve Installation for Roemer 02781 - C WELLS PIPELINE MATERIALS INC	Outstanding West Valley Water District	7/3/2024 7/17/2024	0.00	22,353.56
25-0038	Blanket PO for Federal Lobbyist Services 01587 - DAVID N M TURCH	Outstanding West Valley Water District	7/8/2024 7/22/2024	0.00	150,000.00
25-0039	Blanket PO for Aluminum Chlorohydrate for Roemer 00810 - STERLING WATER TECHNOLOGIES LLC	Outstanding West Valley Water District	7/3/2024 7/17/2024	0.00	69,300.00
25-0040	Blanket PO for Postage/Printing for Customer Bills 01052 - INFOSEND INC	Partially Received West Valley Water District	7/3/2024 7/17/2024	0.00	198,000.00
25-0041	Blanket PO for State Lobbyist 02705 - CALIFORNIA STRATEGIES & ADVOCACY LLC	Partially Received West Valley Water District	7/8/2024 7/22/2024	0.00	150,000.00
25-0042	16" Backwash valve for filter # 5 02584 - SANTA FE SPRINGS WATER SYSTEMS CO	Outstanding West Valley Water District	7/11/2024 7/25/2024	0.00	15,616.00

## Purchase Order Summary Report

Issued Date Range 07/01/2024 - 07/31/2024

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
25-0043	WVWD History Book - 75th Anniversary 02741 - JEFF CRIDER	Outstanding West Valley Water District	7/11/2024 7/25/2024	0.00	25,000.00
25-0044	Access card reader in Pretreatment facility repair 01470 - CRB SECURITY SOLUTIONS	Outstanding West Valley Water District	7/12/2024 7/26/2024	0.00	1,500.00
25-0045	Emergency Service - CLA-VAL (Power Outage) 00641 - CLA VAL CO	Outstanding West Valley Water District	7/15/2024 7/29/2024	0.00	1,000.00
25-0046	Emergency Service - TESCO (Power Outage) 00097 - TESCO CONTROLS INC	Outstanding West Valley Water District	7/15/2024 7/29/2024	0.00	1,000.00
25-0047	Emergency Repairs for Quinn CAT - Backup Generator 01528 - QUINN COMPANY	Received West Valley Water District	7/31/2024 7/29/2024	0.00	2,483.25
25-0048	Filter cartridges for well with IX Treatment 01034 - HARMSCO INC	Completed West Valley Water District	7/16/2024 7/30/2024	0.00	40,959.74
25-0049	Computer Supplies July 2024 02325 - AMAZON.COM SALES INC	Completed West Valley Water District	7/15/2024 7/29/2024	0.00	1,547.88
25-0050	Engineering Project 7/16/24 00255 - AQUA-METRIC SALES CO	Outstanding West Valley Water District	7/16/2024 7/16/2024	0.00	18,786.00
25-0051	Adobe Acrobat Pro for teams - Subscription Renewal 00326 - CDW GOVERNMENT INC	Completed West Valley Water District	7/18/2024 8/1/2024	0.00	1,325.55
25-0052	Trojan UV Service Contract 00743 - TROJAN TECHNOLOGIES INC.	Outstanding West Valley Water District	7/18/2024 8/1/2024	0.00	11,786.00
25-0053	Emergency replacement of VFD 02637 - MCDONALD ELECTRIC INC	Outstanding West Valley Water District	7/18/2024 8/1/2024	0.00	11,434.00
25-0054	Treasure Services 01705 - CLIFTON LARSON ALLEN	Outstanding West Valley Water District	7/17/2024 7/31/2024	0.00	36,000.00
25-0055	Emergency breaker replacement 00016 - CED CREDIT OFFICE	Outstanding West Valley Water District	7/18/2024 8/1/2024	0.00	22,681.38
25-0056	Emergency repair of hydro plant breaker 02637 - MCDONALD ELECTRIC INC	Outstanding West Valley Water District	7/18/2024 8/1/2024	0.00	8,998.83
25-0057	Water Bottles - Blanket PO 02141 - CUSTOM WATER, INC	Outstanding West Valley Water District	7/17/2024 7/31/2024	0.00	15,000.00
25-0058	WVWD GIVE AWAY ITEMS 02546 - NEW RESOURCES GROUP INC	Completed West Valley Water District	7/22/2024 8/5/2024	0.00	9,414.68
25-0059	Janirotiral supplies for the District 02642 - CLEANMART USA	Partially Received West Valley Water District	7/22/2024 8/5/2024	0.00	8,000.00
25-0060	WVWD Mugs 02788 - HELIX BRANDS LIMITED	Partially Received West Valley Water District	7/24/2024 8/7/2024	0.00	2,251.66
25-0061	Emergency Service Line Replacement 1642 Eucalyptus 00748 - YO FIRE	Completed West Valley Water District	7/24/2024 8/7/2024	0.00	1,643.40
25-0062		Received West Valley Water District	7/24/2024 8/7/2024	0.00	3,479.84
	02325 - AMAZON.COM SALES INC				

## Purchase Order Summary Report

Issued Date Range 07/01/2024 - 07/31/2024

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
25-0063	Romer Afterbay fence 02377 - EL ROD FENCE CO, INC	Outstanding West Valley Water District	7/25/2024 8/8/2024	0.00	6,888.46
25-0064	New Lobby Office 01489 - ICON INC. GENERAL CONTRACTORS	Outstanding West Valley Water District	7/25/2024 8/8/2024	0.00	42,766.00
25-0065	Thompson Grant Platform 02791 - COLUMBIA BOOKS INC	Completed West Valley Water District	7/25/2024 8/8/2024	0.00	2,100.00
25-0066	Purchase of EZ 6200 00114 - HACH COMPANY	Outstanding West Valley Water District	7/25/2024 8/8/2024	0.00	61,103.32
25-0067	Conservation Kit Items 02546 - NEW RESOURCES GROUP INC	Completed West Valley Water District	7/24/2024 8/7/2024	0.00	6,447.65
25-0068	WVWD Socks 02792 - J. YUNGER BESPOKE INC	Completed West Valley Water District	7/25/2024 8/8/2024	0.00	2,217.50
25-0069	90 Day and Repairs to truck 138 01700 - PAUL FRANK GRAVESANDE	Completed West Valley Water District	7/24/2024 8/7/2024	0.00	1,975.00
25-0070	WVWD Public Outreach Event Items 02790 - BEL USA LLC	Completed West Valley Water District	7/25/2024 8/8/2024	0.00	6,698.82
25-0071	Computers for Customere Service July 2024 00326 - CDW GOVERNMENT INC	Outstanding West Valley Water District	7/26/2024 8/9/2024	0.00	11,718.96
25-0072	Adobe acrobat pro subcritption 4 users 00326 - CDW GOVERNMENT INC	Outstanding West Valley Water District	7/26/2024 8/9/2024	0.00	953.96
25-0073	Hydrant Meter and Backflow Supplies 00328 - AIR & HOSE SOURCE INC	Received West Valley Water District	7/29/2024 8/12/2024	0.00	1,222.97
25-0074	Exit rolling gate repair 00676 - AUTOMATED GATE SERVICES INC	Outstanding West Valley Water District	7/30/2024 8/13/2024	0.00	1,000.00
25-0075	Pump 4" 25HP VAC ASSIST - DIESEL 00489 - UNITED RENTALS NORTHWEST INC	Outstanding West Valley Water District	7/26/2024 8/9/2024	0.00	44,998.24

Purchase Order Count: (71)

Total Trade Discount: 0.00

Total: 2,354,063.01



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 5, 2024  
**TO:** Board of Directors  
**FROM:** William Fox, Interim Chief Financial Officer  
**SUBJECT:** MONTHLY TRANSFER REPORT - JULY 2024

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**MEETING HISTORY:**

08/28/24 Finance Committee REFERRED TO BOARD

**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.

**DISCUSSION:**

Following the Board's request for monthly updates on transfers related to investments is the July 2024 Funds Transfer Report. This is located at Exhibit A. There were two transfers during the month made from the Chase General Checking Account to the Local Agency Investment Fund (LAIF) account totaling \$6.5 million. The funds were transferred in order to earn interest income rather than lying idle in the Chase General Checking Account.

**FISCAL IMPACT:**

Additional interest earnings on funds were earned resulting from the transfer to the LAIF account.

**STAFF RECOMMENDATION:**

For the Board of Directors to approve the July 2024 Funds Transfer Report.

**ATTACHMENT(S):**

1. Exhibit A - 2024 July Transfer Form

# EXHIBIT A

**Fund Transfer Detail July 2024**

Date	Beginning Balances	Amount
7/11/2024	Chase Gen Checking	4,065,830.22
7/11/2024	LAIF	322,625.60

Date	Transfers	Amount
7/11/2024	Chase Gen Checking → LAIF	5,000,000.00
7/23/2024	Chase Gen Checking → LAIF	1,500,000.00

Date	Ending Balances (After Transfers) <sup>1</sup>	Amount
7/23/2024	Chase Gen Checking	2,542,118.77
7/23/2024	LAIF	6,846,385.18

(1) Ending balances may include other credits/deposits besides transfer amounts.



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 5, 2024  
**TO:** Board of Directors  
**FROM:** William Fox, Interim Chief Financial Officer  
**SUBJECT:** TREASURER'S REPORT - JULY 2024

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**MEETING HISTORY:**

08/28/24 Finance Committee REFERRED TO BOARD

**BACKGROUND:**

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

**DISCUSSION:**

West Valley Water District ("District") contracts with the Clifton Larson Allen LLP to prepare the monthly Treasurer's Report. This is an independent report that opines on the investment balances, classifications, and activity. This report also examines the District's investment policy to ensure that it follows the State of California's Local Agency Investment Guidelines (Government Code Section 53601(b)). The Treasurer Report for the Month of July 2024 (Exhibit A) is presented to the Finance Committee for review and discussion.

**FISCAL IMPACT:**

Monthly Cost of \$3,100 was included in the FY 2024-25 annual budget.

**STAFF RECOMMENDATION:**

Approve the July 2024 Treasurer's Report.

**ATTACHMENT(S):**

1. Exhibit A - 2024 July Treasurer Report



# EXHIBIT A

**West Valley Water District  
Cash, Investment & Reserve Balances - July 31, 2024**

Institution/Investment Type	June 2024 Balance	July 2024 Balance	OPERATING CASH	Minimum Balance	Target Balance	Maximum Balance
<b>Funds Under Control of the District:</b>			Balance Available for Daily Operations	\$ 56,544,284.15	\$ 58,231,149.46	\$ 48,774,285.77
District Cash Drawers	\$ 4,300.00	\$ 4,300.00	<b>Total Operating Cash</b>	<b>\$ 56,544,284.15</b>	<b>\$ 58,231,149.46</b>	<b>\$ 48,774,285.77</b>
	<b>\$ 4,300.00</b>	<b>\$ 4,300.00</b>	<b>UNRESTRICTED RESERVES</b>			
Checking and Savings:			<b>CAPITAL RESERVES</b>			
Chase - General Government Checking	\$ 4,809,386.67	\$ 2,357,886.09	Capital Project Account - 100% FY 24-25	\$ 23,644,000.00	\$ 23,644,000.00	\$ 25,000,000.00
Chase - Special Rebate Checking	\$ -	\$ -	Capital Project Account-25% FY 25-26	\$ 2,432,833.00	\$ 2,432,833.00	\$ 8,000,000.00
Chase - UTC Routine Checking	\$ 5,000.56	\$ 5,000.56	Emergency Account	\$ (1,686,865.31)	\$ (3,373,730.62)	\$ (5,060,595.93)
Chase - UTC Non-Routine Checking	\$ 48,636.50	\$ 48,636.50		<b>\$ 24,389,967.69</b>	<b>\$ 22,703,102.38</b>	<b>\$ 27,939,404.07</b>
	<b>\$ 4,863,023.73</b>	<b>\$ 2,411,523.15</b>	<b>LIQUIDITY FUNDS</b>			
State of California, Local Agency Investment Fund*	\$ 322,625.60	\$ 6,846,385.18	Rate Stabilization Account	\$ 4,220,563.00	\$ 4,220,563.00	\$ 5,627,417.00
US Bank - Chandler Asset Mgmt	\$ 35,334,259.16	\$ 35,868,685.18	Operating Reserve Account	\$ 8,441,126.00	\$ 8,441,126.00	\$ 11,254,834.00
US Bank - Chandler Liquidity Fund	\$ 84,747,117.52	\$ 80,117,204.02		<b>\$ 12,661,689.00</b>	<b>\$ 12,661,689.00</b>	<b>\$ 16,882,251.00</b>
CalTrust Pooled Investment Fund - Short Term	\$ -	\$ -	<b>OTHER OPERATING RESERVES</b>			
CalTrust Pooled Investment Fund - Medium Term	\$ -	\$ -	Self-Insurance Reserve	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00
U. S. Treasury Bills	\$ -	\$ -		<b>\$ 5,000,000.00</b>	<b>\$ 5,000,000.00</b>	<b>\$ 5,000,000.00</b>
Government Agencies (Federal Home Loan Bank)	\$ -	\$ -	<b>Total Unrestricted Reserves</b>	<b>\$ 42,051,656.69</b>	<b>\$ 40,364,791.38</b>	<b>\$ 49,821,655.07</b>
<b>Total</b>	<b>\$ 125,271,326.01</b>	<b>\$ 125,248,097.53</b>	<b>Total OP Cash &amp; UR Reserves</b>	<b>\$ 98,595,940.84</b>	<b>\$ 98,595,940.84</b>	<b>\$ 98,595,940.84</b>
Funds Under Control of Fiscal Agents:			<b>RESTRICTED RESERVES</b>			
<b>US BANK</b>			2016A Bond	\$ 194.79	\$ 194.79	\$ 194.79
2016A Bond - Principal & Payment Funds	\$ 192.55	\$ 193.33	Customer Deposit Accounts	\$ 5,115,476.78	\$ 5,115,476.78	\$ 5,115,476.78
2016A Bond - Interest Fund	\$ 1.45	\$ 1.46	Capacity Charge Acct Balance	\$ 18,536,679.91	\$ 18,536,679.91	\$ 18,536,679.91
<b>Total</b>	<b>\$ 194.00</b>	<b>\$ 194.79</b>	CIP account in LAIF for capital purposes	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00
<b>Grand Total</b>	<b>\$ 125,271,520.01</b>	<b>\$ 125,248,292.32</b>	<b>Total Restricted Reserves</b>	<b>\$ 26,652,351.48</b>	<b>\$ 26,652,351.48</b>	<b>\$ 26,652,351.48</b>
			<b>Total Cash &amp; Investments</b>	<b>\$ 125,248,292.32</b>	<b>\$ 125,248,292.32</b>	<b>\$ 125,248,292.32</b>

I hereby certify that the investment activity for this reporting period conforms with the investment policy adopted by the West Valley Water District Board of Directors and the California Government Code Section 53601

I also certify that there are adequate funds available to meet the District's Budget.

\_\_\_\_\_  
Chief Financial Officer

\*Quarterly interest posted the month following the quarter end.

## West Valley Water District Investment Memo – July 2024

**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 July 2024 (\$125,248,292.32) and June 2024 (\$125,271,520.01), CLA found the fund balance decreased by \$23,227.69 between July 2024 and June 2024.

**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 July 31, 2024, CLA was able to confirm the District's cash and money-market securities were in accordance with the investment policy. CLA compared various financial documents for the District's cash and securities and found that all the District's holdings were in alignment with the requirements set forth in the investment policy.

In addition to ensuring that the District's money market funds attained the highest ranking provided by more than one NRSRO, the District also met the requirements outlined in Section 9.11 of the investment policy through its established relationship with Chandler Asset Management. With total assets under management of over \$35 billion with over thirty-five years of experience in managing money market mutual funds, Chandler Asset Management exceeds the requirements of the District's policy.

Per the investment policy, the maximum percentage of District investments in money market funds is capped at 20%. Similarly, the allowable mutual fund and money market account instruments per California government code (Sections 53601(I) and 53601.6(b)) for local government entities are also capped at 20%. The District's money market balance percentage as of July 31, 2024 is 0.24%. 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 – July 2024

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 July 31, 2024, 74.6% 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 the Chandler report, the purchase dates for all medium-term notes fall within the five-year framework established in the investment policy.

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

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

Negotiable certificates of deposit constitute 0.0% of the District's total investment balance as of July 31, 2024. 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 7.85% of the District's total investment balance as of July 31, 2024. Therefore, the District is following both the investment policy and the State of California's standards.

## West Valley Water District Investment Memo – July 2024

**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 July 31, 2024.

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 8.51% of the District’s total investment balance as of July 31, 2024. Therefore, the District is in accordance with both its investment policy as well as the guidelines set-forth by the State of California.

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

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

Municipal bonds represent 0.25% of the District’s total investment balance as of July 31, 2024. 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.

## West Valley Water District Investment Memo – July 2024

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 July 31, 2024, the District's Local Agency Investment Fund balance represents 5.47% 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 August 7, 2024, LAIF investments had a net-yield of 4.516%. Regarding portfolio composition, LAIF fund investments were split into the following categories (percentages may not total 100% due to rounding):

- Treasuries- 56.92%
- Agencies- 24.41%
- Certificates of Deposit/Bank Notes- 8.68%
- Commercial Paper- 6.56%
- Time Deposits- 2.84%
- Loans- 0.20%
- Corporate Bonds- 0.39%

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)**

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 July 31, 2024, the District's CalTRUST investment balance represents 0% of the District's entire portfolio. Therefore, the District is following the investment policy and the standards set-forth by the State of California as it relates to CalTRUST securities.

## West Valley Water District Investment Memo – July 2024

**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 July 31, 2024, 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 July 2024 (\$2,357,886.09) and June 2024 (\$4,809,386.67), CLA observed a decrease in the July 2024 balance of \$2,451,500.58 versus June 2024 and variance is a result of regular activities.

During our review of the July 2024 Chase General Governmental Checking account bank statement, it was noted that there were 16 fraudulent activities totaling \$21,424.18. West Valley Water District ("WVWD") has a procedure where the bank issues a check/ACH exception report for WVWD to review and reject fraudulent checks/ACHs as needed. Currently, WVWD has implemented check number and amount positive pay.

CLA also noted few unusual deposits and payments during our review. On July 11, there was cash disbursement from U.S. Bank Chandler custodial account to Chase checking account for \$5,000,000. On July 12, there was a remote deposit for \$3,481,888.49 which includes two checks of \$1.75M and \$1.73M for developer project D23011 and D23012 respectively. On July 19, there was a wire payment for \$3,886,693.94 to PCL Construction for Roemer expansion project.

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 July, 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 July 2024 and June 2024. 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 July 2024, therefore CLA was able to agree the cash drawers and petty cash balance to the District Cash Drawers summary schedule.

## West Valley Water District Investment Memo – July 2024

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 July 31, 2024, the District had 1.93% of its portfolio invested in bank deposit accounts.

### **Commercial Paper**

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

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

As of July 31, 2024, the District had 0.00% invested in commercial paper investment. Therefore, the District is following both the investment policy and the State of California’s standards.

### **Supranational**

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

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

As of July 31, 2024, the District’s investments in four securities categorized as supranationals was 1.15% 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 – July 2024

**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 July 31, 2024, ending balance of \$194.79 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 June 2024 Treasurer’s Report reconciles with the District’s general ledger. The July 31, 2024, balance of \$5,115,476.78 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 \$18,536,679.91 presented on the July 2024 Treasurer’s Report for the Capacity Charge Account reconciles with the documentation provided to CLA with no variance.

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

**Capital Reserve Funds**

**Capital Project Account** – The capital project account is used for the funding of new capital assets or the rehabilitation, enhancement, or replacement of capital assets when they reach the end of their useful lives. Per the requirements of the District’s reserve policy, “the minimum target level WVWD will strive for is 100% of its then-current year fiscal year from the Capital Improvement Budgets plus 25% of the amount estimated to be needed the following fiscal year, less minimum levels established for the

## West Valley Water District Reserve Memo – July 2024

Emergency Account.” The District currently maintains a balance of \$26,076,833.00 (\$23,644,000.00 for fiscal year 2024-25 and \$2,432,833.00 for fiscal year 2025-26) in its capital project account, meeting the minimum target level required for both fiscal years. CLA was able to confirm that the District is in adherence with the minimum target level requirement as of July 31, 2024 by comparing the board-approved Fiscal Year 2024-25 Capital Improvement Budget which indicates a total CIP for fiscal year 2024-25 of \$23,644,000.00. The reserve policy only requires the district to maintain 25% of the amount estimated to be needed the following fiscal year 2025-26 which amounts to \$2,432,833.00, therefore, the District meets the requirement indicated in its 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 July 31, 2024, general ledger detail reporting provided by the District’s accounting staff, CLA was able to confirm that the District’s net assets total \$168,686,530.69. As of July 31, 2024, the emergency account represents a balance of \$1,686,865.31 or 1% of total net assets, allowing the District to meet its requirements for the reserve policy.

### Liquidity Funds

**Rate Stabilization Fund** – This fund is established to provide flexibility to the Board when settling rates to allow for absorbing fluctuations in water demand and smoothing out rate increases over time, temporarily defraying any unforeseen decreases in the sale of water. To remain in conjunction with the reserve policy, the District should aim to maintain a minimum level equal to 45 days of the District’s budgeted total operating expenses. Per the FY 2024-25 board-approved budget, the District anticipates operating expense of \$34,233,454.00 for the current fiscal year. The District’s current balance of \$4,220,563.00 in its rate stabilization account achieves the minimum target level for this account as indicated in the reserve policy.

**Operating Reserve Account** – This fund may be routinely utilized by staff to cover temporary cash flow deficiencies caused by timing differences between revenue and expenses or decreases in revenues and unanticipated increases in expenses. Given the significance of this account, the District strives to maintain a minimum amount equal to 90 days of the District’s budgeted total operating expenses in this account. Per the FY 2024-25 board-approved budget, CLA can confirm the District has an operating expenses budget of \$34,233,454.00. As of July 31, 2024, the operating reserve account maintains a balance of \$8,441,126.00, which satisfies the requirements of the District’s reserve policy.

**Self-Insurance Reserve** – As indicated in the minutes from the April 5, 2018 board meeting, the District’s board of directors approved \$5,000,000 in funds for employee liability claims and the District is yet to receive quote for an updated self-insurance amount from the Actuary. Based on the conversations with District’s Finance Manager, they will reach out to their actuarial firm to expediate the study to determine adequate self-insurance amount.

**Balance Available for Daily Operations** – This balance represents the District’s total cash balance less any fund requirements. For the month ending July 31, 2024, the District had a total of \$125,248,292.32 in various institutional accounts. The required reserve balances by type total \$68,704,008.17 and are categorized as follows:

## West Valley Water District Reserve Memo – July 2024

- Restricted Funds- \$26,652,351.48
- Capital Reserve Funds- \$24,389,967.69
- Liquidity Funds- \$12,661,689.00
- Other Reserves- \$5,000,000.00

Based on the District's Treasurer's Report, which indicates a total cash and investment balance of \$125,248,292.32 and fund requirements of \$68,704,008.17 the fund balance available for daily operations reconciles to the July 2024 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 July 2024 Treasurer's Report. The Treasurer's Report indicates that West Valley Water District's total cash, investment, and reserve balances as of July 31, 2024, total \$125,248,292.32. 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  
07/31/2024

U.S. Bank - Chandler Asset Management		
Money Market	295,342.90	A
Commercial Paper	-	A
Federal Agency Obligations	10,661,203.85	A
U.S. Government	93,440,406.35	A
Corporate Bonds	9,832,053.10	A
Municipal Bonds	313,170.00	A
Supranational	1,443,713.00	A
Negotiable CD	-	A
<b>Total U.S. Bank - Chandler Asset Management Funds</b>	<b>115,985,889.20</b>	

Checking and Savings		
Bank of Hope	-	B
Chase-1653 (Operating Account)	2,357,886.09	B
Chase-1368	5,000.56	B
Chase-1392	48,636.50	B
Chase-5993 (Rebate Account)	-	B
2016A Bond - Principal & Payment Funds	193.33	B
2016A Bond - Interest Fund	1.46	B
District Cash Drawers	4,300.00	C
<b>Total Checking and Savings</b>	<b>2,416,017.94</b>	

CalTRUST Short Term Fund	-	A
CalTRUST Medium Term Fund	-	A
LAIF	6,846,385.18	A

**Total July 31, 2024 District Funds** **125,248,292.32**

The balances indicated above are as of July 31, 2024

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 07/31/24, West Valley Water District is in

Security Type	Maximum per Investment Policy	Balance
Commercial Paper	25%	-
Federal Agency Obligations	30%	10,661,203.85
U.S. Government	No Limit	93,440,406.35
Municipal Bonds	20%	313,170.00
LAIF	No Limit	6,846,385.18
CalTRUST	No Limit	-
Negotiable CD	30%	-
Medium Term Notes (Corporate Bonds)	30%	9,832,053.10
Money Market	20%	295,342.90
Bank Deposits	No Limit	2,416,017.94
Supranational	30%	1,443,713.00
		125,248,292.32
<b>Funds Excluded from Policy</b>	2016A	-
<b>Total July 31, 2024 District Funds</b>		<b>125,248,292.32</b>

Asset Class	July 2024	
	(% of Total Investments)	Maximum Portfolio (%)
Commercial Paper	0.00%	25%
Federal Agency Obligations	8.51%	30%
U.S. Government	74.60%	No Limit
Municipal Bonds	0.25%	20%
LAIF	5.47%	No Limit
CalTRUST	0.00%	No Limit
Negotiable CD	0.00%	30%
Medium Term Notes (Corporate Bonds)	7.85%	30%
Money Market	0.24%	20%
Bank Deposits	1.93%	No Limit
Supranational	1.15%	30%

West Valley Water District  
Bond Analysis  
July 31, 2024

**Liquidity Fund**

Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 02/29/2024	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
U S Treasury Bill - 912797KB2	9,979,500.00	P-1	Yes	5/21/2024	8/15/2024	0.2
U S Treasury Bill - 912797LA3	23,386,495.00	P-1	Yes	7/10/2024	9/3/2024	0.1
U S Treasury Bill - 912797LT2	21,764,160.00	P-1	Yes	6/18/2024	10/15/2024	0.3
U S Treasury Bill - 912797LG0	5,964,840.00	P-1	Yes	5/13/2024	9/10/2024	0.3
U S Treasury Bill - 912797LU9	18,777,130.00	P-1	Yes	6/26/2024	10/22/2024	0.3
First American Govt Obligation Fund Class Y - 31846V203	245,079.02	Aaa	Yes	various		
<b>Total Liquidity Fund</b>	<b>80,117,204.02</b>					

**Money Market Fund**

Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 02/29/2024	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
First American Govt Obligation Fund Class Y - 31846V203	50,263.88	Aaa	Yes	various		
<b>Total Money Market</b>	<b>50,263.88</b>					

**Federal Agency Obligations**

Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 02/29/2024	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
FFCB- 3133EKP75	248,742.50	Aaa	Yes	10/15/2019	9/17/2024	4.9
Federal Farm Credit Bks - 3133ENZ94	498,765.00	Aaa	Yes	11/16/2022	11/18/2027	4.9
F N M A - 3135G0X24	93,566.45	Aaa	Yes	1/8/2020	1/7/2025	4.9
Federal Home Loan Mortgage Company - 3137EAEPO	279,701.85	Aaa	Yes	2/13/2020	2/12/2025	4.9
F N M A Deb - 3135G03U5	164,796.30	Aaa	Yes	4/22/2020	4/22/2025	4.9
F N M A - 3135G04Z3	274,537.65	Aaa	Yes	6/17/2020	6/17/2025	4.9
F H L M C - 3137EAEU9	335,429.50	Aaa	Yes	7/21/2020	7/21/2025	4.9
F N M A - 3135G05X7	487,289.70	Aaa	Yes	10/6/2020	8/25/2025	4.8
Federal Home Loan Bks - 3130AJXA2	286,479.00	Aaa	Yes	10/7/2020	9/12/2025	4.9
FHLMC MTN - 3137EAEX3	209,587.40	Aaa	Yes	9/23/2020	9/23/2025	4.9
F N M A - 3135G06G3	474,995.00	Aaa	Yes	11/1/2020	11/7/2025	4.9
Federal Home Loan Bks - 3130AKFA9	472,645.00	Aaa	Yes	12/16/2020	12/12/2025	4.9
Federal Home Loan Bks - 3130ATUS4	501,630.00	Aaa	Yes	1/31/2023	12/10/2027	4.8
FHLMC Multiclass Mtg Partn - 3137FG6X8	489,670.00	Aaa	Yes	1/23/2024	5/25/2028	4.3
Federal Home Loans Bks - 3130AWMN7	505,550.00	Aaa	Yes	7/26/2023	6/9/2028	4.8
Federal Home Loans Bks - 3130AWN63	503,805.00	Aaa	Yes	8/16/2023	6/30/2028	4.8
Federal Home Loans Bks - 3130AWTR1	759,742.50	Aaa	Yes	9/7/2023	9/8/2028	4.9
Federal Farm Credit Bks - 3133EPC45	511,570.00	Aaa	Yes	11/27/2023	11/13/2028	4.9
Federal Home Loans Bks - 3130AXQK7	514,790.00	Aaa	Yes	12/7/2023	12/8/2028	4.9
Federal Farm Credit Bks - 3133EPN50	757,462.50	Aaa	Yes	1/3/2024	12/15/2028	4.9
F H L M C Multiclass Mtg Partn - 3137FKUP9	292,596.00	Aaa	Yes	1/3/2024	12/25/2028	4.9
Federal Farm Credit Bks - 3133EPW84	745,477.50	Aaa	Yes	2/5/2024	1/18/2029	4.9
F H L M C Multiclass Mtg Partn - 3137FKZZ2	485,980.00	Aaa	Yes	1/18/2024	1/25/2029	5.0
Federal Home Loan Bks - 3130AVBD3	766,395.00	Aaa	Yes	4/25/2024	3/9/2029	4.8
<b>Total Federal Agency Obligations</b>	<b>10,661,203.85</b>					

**Negotiable Certificate of Deposit**

Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 02/29/2024	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
<b>Total Negotiable Certificates of Deposit</b>	<b>-</b>					

Commercial Paper						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 02/29/2024	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
<b>Total Commercial Paper</b>						

Municipal Bonds						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 02/29/2024	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
California ST Taxable Vr Purp Go - 13063D7D4	313,170.00	Aa2	Yes	10/4/2023	10/1/2028	4.9
<b>Total Municipal Bonds</b>	<b>313,170.00</b>					

Supranational						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 02/29/2024	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)
International Finance Corp - 45950KCR9	247,917.50	Aaa	Yes	7/12/2021	10/16/2024	3.2
International Bank M T N - 459058JL8	190,180.00	Aaa	Yes	10/22/2020	10/28/2025	4.9
Inter American Devel Bk - 4581X0DV7	470,810.00	Aaa	Yes	4/13/2021	4/20/2026	5.0
International Bank M T N - 459058KT9	293,853.00	Aaa	Yes	7/18/2023	7/12/2028	4.9
Inter American Devel Bk - 4581X0DC9	240,952.50	Aaa	Yes	12/8/2023	9/18/2028	4.7
<b>Total Supranational</b>	<b>1,443,713.00</b>					

U.S. Corporate						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 02/29/2024	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)
Caterpillar Fini Service - 14913RUAJ9	457,618.50	A2	Yes	3/18/2024	2/27/2029	4.9
Cisco Sys Inc - 17275RBR2	407,456.00	A1	Yes	3/13/2024	2/26/2029	4.9
Paccar Financial Corp - 69371RR40	119,864.40	A1	Yes	8/3/2021	8/9/2024	3.0
Paccar Financial Corp - 69371RR73	231,305.80	A1	Yes	3/31/2022	4/7/2025	3.0
Pfizer Inc Sr Glbl Nto - 717081EX7	120,742.50	A2	Yes	6/3/2020	5/28/2025	4.9
Microsoft Corp - 594918BJ2	392,708.00	Aaa	Yes	1/20/2023	11/3/2025	2.7
State Str Corp - 857477BR3	78,527.20	A1	Yes	2/27/2022	2/6/2026	3.9
Apple Inc. - 037833EB2	165,324.25	Aaa	Yes	2/5/2021	2/8/2026	4.9
Unitedhealth Group Inc. - 91324PEC2	56,423.40	A2	Yes	6/16/2021	5/15/2026	4.8
Walmart Inc - 931142ER0	55,995.60	Aa2	Yes	9/8/2021	9/17/2026	5.0
Honeywell International - 438516BL9	287,121.00	A2	Yes	12/13/2022	11/1/2026	3.8
Duke Energy Carolinas - 26442CAS3	289,134.00	Aa3	Yes	10/28/2022	12/1/2026	4.0
Target Corp - 87612EBM7	131,983.60	A2	Yes	1/19/2022	1/15/2027	4.9
Procter Gamble Co The - 742718FV6	282,903.00	Aa3	Yes	2/1/2022	2/1/2027	4.9
Charles Schwab Corp - 808513BY0	89,618.25	A2	Yes	3/1/2022	3/3/2027	4.9
Berkshire Hathaway Fin - 084664CZ2	265,700.40	Aa2	Yes	3/7/2022	3/15/2027	5.0
Blackrock Inc - 09247XAN1	242,527.50	Aa3	Yes	4/27/2022	3/15/2027	4.8
Northern Tr Corp Sr Nt - 665859AW4	296,019.00	A2	Yes	5/5/2022	5/10/2027	4.9
Unitedhealth Group Inc - 91324PEG3	298,683.45	A2	Yes	5/17/2022	5/15/2027	4.9
Walmart Inc - 931142EX7	247,717.50	Aa2	Yes	9/12/2022	9/9/2027	4.9
Apple Inc - 037833DK3	240,200.00	Aaa	Yes	2/1/2023	11/13/2027	4.7
Toyota Mtr Cr Corp - 89236TKQ7	356,647.20	A1	Yes	1/9/2023	1/12/2028	4.9
Mastercard Incorporated - 57636QAW4	407,880.00	Aa3	Yes	3/9/2023	3/9/2028	4.9
Public Service Electric - 74456QBU9	339,608.50	A1	Yes	6/22/2023	5/1/2028	4.8
Florida Pwr Lt Co - 341081GN1	348,537.00	Aa2	Yes	6/22/2023	5/15/2028	4.8
Merck Co Inc - 58933YBH7	397,256.00	A1	Yes	5/17/2023	5/17/2028	4.9
Prologis LP - 74340XCG4	252,470.00	A3	Yes	6/27/2023	6/15/2028	4.9
National Rural Util Coop - 63743HFN7	253,105.00	A2	Yes	2/5/2024	2/7/2029	4.9
Air Products and Chemicals Inc - 009158BH8	402,684.00	A2	Yes	5/17/2024	2/8/2029	4.7
Eli Lilly Co - 532457CK2	267,297.55	A1	Yes	2/7/2024	2/9/2029	4.9
John Deere Capital Corporation - 24422EXT1	426,342.00	A1	Yes	6/11/2024	6/11/2029	4.9
Home Depot Inc - 437076DC3	404,932.00	A2	Yes	6/25/2024	6/25/2029	4.9
Pepsico Inc Sr Nt - 713448FX1	327,788.50	A1	Yes	7/15/2024	7/17/2029	4.9
Toronto Dominion Bank - 89115A2Y7	404,232.00	A1	Yes	4/10/2024	4/5/2029	4.9
Bank of Montreal - 06367WB85	243,830.00	A2	Yes	8/6/2021	5/1/2025	3.7
Royal Bank of Canada - 78015K7H1	241,870.00	A1	Yes	5/20/2021	6/10/2025	4.0
<b>Total U.S. Corporate</b>	<b>9,832,053.10</b>					

U.S. Government						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 02/29/2024	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)
U. S. Treasury Note - 91282CLC3	702,408.00	Aaa	Yes	7/30/2024	7/31/2029	4.9
U.S. Treasury Note - 912828YV6	246,920.00	Aaa	Yes	12/11/2019	11/30/2024	4.9
U.S. Treasury Note - 912828Z52	490,985.00	Aaa	Yes	5/9/2021	1/31/2025	3.7
U.S. Treasury Note- 912828ZF0	485,650.00	Aaa	Yes	2/24/2021	3/31/2025	4.0
U.S. Treasury Note - 912828ZL7	483,475.00	Aaa	Yes	1/13/2021	4/30/2025	4.2
U.S. Treasury Note - 912828ZT0	481,295.00	Aaa	Yes	12/16/2020	5/31/2025	4.4
U.S. Treasury Note - 91282CAB7	478,405.00	Aaa	Yes	12/16/2020	7/31/2025	4.6
U.S. Treasury Note - 91282CAJ0	476,680.00	Aaa	Yes	12/1/2020	8/31/2025	4.7
U.S. Treasury Note - 91282CAT8	473,905.00	Aaa	Yes	12/1/2020	10/31/2025	4.8
U.S. Treasury Note - 91282CBC4	471,895.00	Aaa	Yes	1/8/2021	12/31/2025	4.9
U.S. Treasury Note - 91282CBH3	470,510.00	Aaa	Yes	2/16/2021	1/31/2026	4.9
U.S. Treasury Note - 91282CBQ3	470,195.00	Aaa	Yes	3/4/2021	2/28/2026	4.9
U.S. Treasury Note - 91282CCF6	234,355.00	Aaa	Yes	6/28/2021	5/31/2026	4.9
U.S. Treasury Note- 91282CCP4	465,430.00	Aaa	Yes	9/17/2021	7/31/2026	4.8
U.S. Treasury Note - 91282CCW9	465,470.00	Aaa	Yes	11/29/2021	8/31/2026	4.7
U.S. Treasury Note- 91282CCZ2	465,900.00	Aaa	Yes	12/15/2021	9/30/2026	4.7
U S Treasury Note - 91282CDK4	467,675.00	Aaa	Yes	10/20/2022	11/30/2026	4.1
U S Treasury Note - 91282CEF4	480,135.00	Aaa	Yes	11/2/2022	3/31/2027	4.4
U.S. Treasury Note - 91282CEN7	482,540.00	Aaa	Yes	6/6/2022	4/30/2027	4.8
U S Treasury Note - 91282CET4	432,508.50	Aaa	Yes	7/8/2022	5/31/2027	4.8
U S Treasury Note - 91282CEW7	488,945.00	Aaa	Yes	10/20/2022	6/30/2027	4.6
U S Treasury Note - 91282CFH9	238,416.85	Aaa	Yes	10/6/2022	8/31/2027	4.8
U S Treasury Note - 91282CFM8	501,310.00	Aaa	Yes	10/24/2022	9/30/2027	4.9
U S Treasury Note - 91282CFU0	501,330.00	Aaa	Yes	11/18/2022	10/31/2027	4.9
U S Treasury Note - 9128283F5	472,580.00	Aaa	Yes	11/28/2022	11/15/2027	4.9
U S Treasury Note - 91282CGC9	597,306.00	Aaa	Yes	1/26/2023	12/31/2027	4.9
U S Treasury Note - 91282CHX2	608,952.00	Aaa	Yes	9/27/2023	8/31/2028	4.9
U S Treasury Note - 91282CDF5	449,765.00	Aaa	Yes	1/30/2024	10/31/2028	4.7
U S Treasury Note - 9128285M8	483,340.00	Aaa	Yes	1/19/2024	11/15/2028	4.8
<b>Total U.S. Government</b>	<b>13,568,281.35</b>					

**US Bank - Chandler Asset Mgmt**  
 July 2024 Bond Total per Treasurer's Report      35,868,685.18  
 Total Per July 2024 Chandler Statement      35,868,685.18  
 Variance      -

**US Bank - Chandler Liquidity Fund**  
 July 2024 Bond Total per Treasurer's Report      80,117,204.02  
 Total Per July 2024 Chandler Statement      80,117,204.02  
 Variance      -



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 5, 2024  
**TO:** Board of Directors  
**FROM:** William Fox, Interim Chief Financial Officer  
**SUBJECT:** PRELIMINARY FINANCIAL REPORT FISCAL YEAR 2023-24

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**MEETING HISTORY:**

08/28/24 Finance Committee REFERRED TO BOARD

**BACKGROUND:**

This is the first year that the Finance Department has produced the Preliminary Financial Report. The purpose is to provide the General Manager, Finance Committee, and Board of Directors with an early snapshot of the fiscal year end results for the recently completed Fiscal Year 2023-24. This is an unaudited financial report that may have subsequent adjustments identified during the annual audit process.

**DISCUSSION:**

The Preliminary Financial Report Fiscal Year 2023-24 (**Exhibit A**) summarizes the District's financial performance for the recently completed fiscal year. The report is the District's preliminary look back at the results of operations before the annual audit completion and any subsequent adjustments. It provides an overview and analysis of revenues, expenditures, reserves, and bond indebtedness.

**FISCAL IMPACT:**

There is no fiscal impact for producing the Preliminary Financial Report Fiscal Year 2023-24.

**STAFF RECOMMENDATION:**

Receive and file the Preliminary Financial Report Fiscal Year 2023-24. No other action is required.

**ATTACHMENT(S):**

1. Exhibit A - Preliminary Financial Report for Fiscal Year 2023-24



# EXHIBIT A



August 22, 2024

**Attention: General Manager, Finance Committee, & Board of Directors**

**Preliminary Financial Report for Fiscal Year 2023-24**

The Preliminary Financial Report (PFR) reflects the District's financial results for the recently completed Fiscal Year 2023-24 reporting period. The report is the District's initial look back of the results of operations prior to completion of the annual audit. The report provides an overview and analysis of revenues, expenditures, reserves and bond indebtedness. In December 2024, the Finance Department will follow up by issuing the Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2023-24. The ACFR report, which is prepared in accordance with Generally Accepted Accounting Principles, is audited by an independent firm of certified public accountants.

While this report covers the recently concluded fiscal year, it is also meant to assist District leaders to understand and assess the health of the District's finances – as well as to address future challenges.

**Fiscal Year 2023-24 Overview**

Overall, the District's total revenues exceeded budget results for Fiscal Year 2023-24. However, when compared to the prior fiscal year, there was 13% less revenue due to the prior year having a one-time only legal settlement of \$10 million.

The Fiscal Year 2023-24 key highlights:

- Interest and investment earnings had an increase of 62% (\$2 million) due to the liquidity investment fund and The Federal Reserve maintaining higher interest rates.
- Grants and reimbursements had an increase of 112% (\$301,366) which was due to greater expense reimbursement revenue.
- Other operating revenue had a decrease of 20% (\$1 million), which was mainly due to less inspection revenue, meter installation charges, and administrative fee revenue.
- Other non-operating revenue had a decrease of 81% (\$9.09 million) due to the prior Fiscal year 2022-23 having a one-time legal settlement of \$10 million.
- The Water Treatment-Perchlorate Division had an increase in expenditures of 44% (\$113,862) due to rising costs of operating supplies for resin exchange.

## Comparison FY 2023-24 Budget to FY 2023-24 & FY 2022-23 Actuals

	FY 2023-24 Budget	FY 2023-24 Actual	FY 2022-23 Actual
<b>Revenues</b>			
Water Consumption Sales	19,665,777	17,748,948	17,318,707
Monthly Service Charges	8,504,277	8,691,593	8,300,964
Other Operating Revenue	4,177,477	4,028,228	5,043,013
Other Non-Operating Revenue	5,328,015	12,148,808	18,431,731
<b>Total Revenues</b>	<b><u>37,675,546</u></b>	<b><u>42,617,577</u></b>	<b><u>49,094,415</u></b>
<b>Expenditures</b>			
Source of Supply	2,508,463	1,705,715	1,996,352
Production - Pumping	5,119,150	4,712,014	4,673,072
Water Quality Department	801,025	683,116	576,856
Water Treatment - Perchlorate	830,000	370,678	256,816
Water Treatment - FBR/FXB	1,977,245	1,798,512	2,001,878
Water Treatment - Roemer/Arsenic	2,032,185	1,984,162	1,843,421
Maintenance - Transmission and Distribution	2,541,200	2,902,088	2,568,261
Customer Service	1,368,400	1,266,461	1,233,518
Meter Reading	1,041,100	790,391	881,152
Billing	575,400	591,049	548,916
Administration	2,412,380	2,048,137	1,765,495
General Operations	3,540,189	2,768,296	2,970,326
Accounting	1,039,100	914,761	908,919
Engineering	1,834,595	1,559,817	1,580,058
Information Technology	1,423,250	1,375,068	1,264,918
GIS	262,040	186,808	231,877
Board of Directors	309,700	278,032	277,628
Human Resources/Risk Management	874,050	850,316	726,150
Purchasing	677,500	658,130	568,105
Public Affairs	1,269,200	747,493	907,266
Grants & Rebates	30,000	13,646	32,647
Interest Expense - Long-Term Debt	843,598	664,623	863,190
Other Non-Operating Expenses	-	514,450	712,500
<b>Total Expenditures</b>	<b><u>33,309,770</u></b>	<b><u>29,383,764</u></b>	<b><u>29,389,323</u></b>
<b>Debt Service</b>	<b>1,107,629</b>	<b>1,107,629</b>	<b>1,092,629</b>
<b>Revenue to Fund CIP</b>	<b>3,258,147</b>	<b>12,124,741</b>	<b>18,612,463</b>
<b>Net Surplus (Deficit)*</b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>-</u></b>

\*The net surplus amount is the amount that gets transfer to/(from) the reserve.

## Revenues

	FY 2024 Actual	FY 2023 Actual
<b>Revenue (Operating):</b>		
Water Consumption Sales	\$ 17,748,948	\$ 17,318,707
Monthly Service Charges	8,691,593	8,300,964
Other Operating Revenue	4,028,228	5,043,013
Total Operating Revenue	30,468,769	30,662,684
<b>Revenue (Non-Operating):</b>		
Property Taxes	4,229,527	3,738,696
Grants and Reimbursements	569,319	267,953
Interest and Investment Earnings	5,243,481	3,230,512
Rental Revenue	39,828	38,457
Other Non-Operating Revenue	2,066,653	11,156,113
Total Non-Operating Revenue	12,148,808	18,431,731
<b>Total Revenue</b>	<b>42,617,577</b>	<b>49,094,415</b>

As previously mentioned, total revenue had a decrease of 13% (\$6.5 million) when compared to Fiscal Year 2022-23. There are several factors that caused this major shift. The four main reporting categories are: (1) other operating revenue, (2) grants and reimbursements, (3) interest and investment earnings, and (4) other non-operating revenue. Although total revenue was lower when comparing to Fiscal Year 2022-23, actuals exceeded budgeted amounts and the District was able to fund the CIP Program with \$12.1 million from remaining revenue.

### Expenditures

Overall operating expenses only had a 1% (\$391,059) increase when compared to Fiscal Year 2022-23. This demonstrates the effort by District staff to stay within budget and being fiscally responsible in carrying out the District's operations to meet the needs of our customers.

### Reserves

The District continues to diversify its investments and to take advantage of the current interest rate environment with its liquidity fund. As of July 1<sup>st</sup>, 2023, the District had a total of \$121.7 million in reserves. As of June 30<sup>th</sup>, 2024, the District's reserves increased to \$125.2 million. Which is \$3.5 million (3%) greater than prior fiscal year.

### Bonded Indebtedness

As of June 30<sup>th</sup>, 2024 the District only had \$18.9 million of bonds outstanding. Even though the District has received a portion of the SRF loan proceeds for the Roemer Expansion Project this year, per the loan agreement there are no loan until the project is completed.

**Conclusion**

Based upon preliminary numbers for Fiscal Year 2023-24, the non-operating revenue had an outstanding performance. This allowed the District to fund a major portion of its CIP (\$12.1 million). A notable concern is that most non-operating revenues are one-time events. During Fiscal Year 2024-25, the CFO and Accounting Division are planning on conducting a Cost-of-Service Study to better align rates closer to cost of production and the replacement of aging infrastructure.



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 5, 2024  
**TO:** Board of Directors  
**FROM:** Rocky Welborn, Director of Engineering  
**SUBJECT:** APPROVE PROFESSIONAL SERVICES FOR THE LORD RANCH FACILITIES PROJECT

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**MEETING HISTORY:**

08/22/24      Engineering, Operations and Planning Committee      REFERRED TO BOARD

**BACKGROUND:**

The Lord Ranch Site (Site) is located on the east side of Pepper Avenue north of Baseline Road and south of the 210 Freeway, in the City of Rialto, and is currently occupied by existing pump station 4-1, 3-2 Reservoir, and groundwater wells 7, 8A, and 36.

West Valley Water District (District) proposes to construct several projects at the Site which would allow the District to utilize additional capacity through the Base Line Feeder (BLF) transmission pipeline, the source of which is purchased groundwater from the San Bernardino Valley Municipal Water District. Water supplied through the BLF is boosted into the District's northern service area. The proposed infrastructure projects include the construction and operation of a 1-million gallon aeration tank (R3-5), a booster pump station 4-3 (PS4-3) within a concrete masonry building, pipelines connecting the proposed tank and pump station to existing facilities, and site grading and drainage (Site Improvements).

In September 2022, the District entered into a Task Order with Engineering Resources of Southern California (ERSC) for additional services for the Lord Ranch Facilities bidding phase. These additional services included assisting Staff in answering/addressing questions by bidders, responding to RFIs, miscellaneous coordination, and preparing addendums which may require modifications to the current drawings, and specifications. During this time, the District's controls and communication systems were in transition, with limited direction that would require further input from the District at a later stage.

**DISCUSSION:**

ERSC submitted a proposal for additional services to update the Lord Ranch Facilities bidding phase plans and specifications (Bid Design Package) as requested by District Staff. District Staff desires to redesign certain elements of the Bid Design Package that had previously been finalized to meet the District's evolving needs and updated standards. The additional services include, but are

not limited to, the following:

- Add wrought iron fence, Knox box, traffic rated trench cover, and transducer vault;
- Update the electrical and communication systems by removing the past practices of sole sourcing Tesco Controls as District's Control System Integrator to allow an open-source bidding process for other integrators to bid on;
- Add Input/Output Schedule to include Well 7 and Well 8A, Power and Instrumental Drawing plan, PLC connections plan, pump schematic control diagram, exterior lighting control diagram, control panel elevation plan, and communication and controls for on-site well sites;
- Incorporate mechanical seals per operations;
- Add BLF vault and flowmeter;
- Add cathodic protection system to R3-5;
- Coordinate and make required modifications to the current drawings

Attached as Exhibit A is a copy of the proposal received by ERSC to cover the cost for the additional work.

**FISCAL IMPACT:**

The cost to perform the additional professional services for the Project proposed by ERSC, in a not to exceed amount is \$71,700.00. This item is included in the Fiscal Year 2024/25 Capital Improvement Budget under the W15004 Lord Ranch Pump Station and Facilities. Sufficient funds are available in the project budget to cover the cost of Amendment No. 1 to Task Order No. 2.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors:

1. Authorize entering into Amendment No. 1 to Task Order No. 2 with Engineering Resources of Southern California, Inc. in the amount of \$71,700.00 for the professional engineering services for the bidding phase design for Lord Ranch Facilities Project; and
2. Authorize the General Manager to execute all necessary documents.

**ATTACHMENT(S):**

1. Exhibit A - Proposal Submitted by ERSC

# EXHIBIT A





62026.193

August 6, 2024

Rosa Gutierrez, PE - Senior Engineer  
Via Email Only: [rgutierrez@vwwd.org](mailto:rgutierrez@vwwd.org)

West Valley Water District  
855 W. Baseline Road (P.O. Box 920)  
Rialto, CA 92377

**SUBJECT: LORD RANCH WATER FACILITIES PROJECT  
CHANGE ORDER REQUEST FOR REDESIGN SERVICES**

Dear Ms. Gutierrez,

*Engineering Resources of Southern California (ERSC)* is pleased to submit our proposal to the District for subject project. Based on our recent correspondence and discussions, Staff desires us to redesign certain elements of the project design package that had previously been finalized (Signed and Sealed) in March & April 2022. Considering the project actually started in November 2014, we understand that the changes are now driven by Staff to meet District's evolving needs and updated standards. Due to the extensive nature of the new comments list, I have enclosed an annotated copy of the provided spreadsheet to which I will briefly refer to herein.

### **1. Bid Schedule I – Site Improvements**

These comments are generally straight forward but still requires a coordinated effort as some items may actually be covered on the other Bid Schedules / Plan Sets. Fees associated with any updates are summarized at the end of this proposal.

### **2. Bid Schedule II – Pump Station 4-3**

Some of these comments are generally straight forward, but the majority pertain to the plant's electrical and communication systems by removing the past practice of sole sourcing Tesco Controls as District's Control System Integrator. This as you know triggers the preparation of additional drawings (estimated @ 10 sheets) by Mark Balan (our Electrical Engineering Consultant) to allow an open-source bidding process for other integrators to bid on. The addition of a Baseline Feeder flowmeter and communication and controls for on-site well sites, are other design considerations that had not previously been part of the project. Fees associated with any updates are summarized at the end of this proposal.

### **3. Bid Schedule III – Reservoir 3-5**

Some of these comments are again generally straight forward, but the addition of a cathodic protection system will require a new sheet (or two), along with various updates to the sheet count and title block's numbering convention. Fees associated with any updates are summarized at the end of this proposal.

**4. Specifications**

As with the drawing updates, the effort of revising and / or updating the specifications is commensurate with changes to the various design drawing sets. In this case, the removal of Tesco Controls as District’s sole-source Control System Integrator requires a fundamental change to the current structure that has been utilized for various District facilities for many decades with the current design team. There are a dozen or so “Consider” items that will need to be properly evaluated as well, to which further dialog with Staff is inevitable.

A Fee Estimate summary for the above listed Items is as follows:

Item No.	Description / Firm	Fees
1	Site Improvement Updates / ERSC	\$2,400
2a	Pump Station 4-3 / ERSC	\$7,800
2b	Pump Station 4-3 / MBA (Electrical & Controls)	\$47,000
3	Reservoir 3-5 / ERSC	\$6,500
4	Specifications / ERSC	\$8,000
	<b>TOTAL</b>	<b>\$71,700</b>

Therefore, we hereby request a Task Order amendment in a not-to-exceed amount of **\$71,700** (\$24,700 for ERSC and \$47,000 for MBA) to allow our team to attend to Staff’s latest direction and perform the additional work. Given the extent of the changes, we also estimate a 3-4 month duration to complete the requested effort. Please note that although there are some electrical / control systems in all Bid Schedule drawing sets, MBA addresses all systems in the Bid Schedule II package (which similarly contain all his above costs).

As always, we look forward to the opportunity of working with District on this matter and appreciate our continued relationship. If you have any questions or require additional information, please call me at 909.890.1255 (Ext. 126). Thank you.

Sincerely,



Erik T. Howard, PE, PLS  
Sr. Principal Engineer

A	B	C	D	E	F	G
1						
2	<p><b>Project No. :</b> W15003, W15004, W15006</p>					
3	<p><b>Project Name:</b> Lord Rand Site Improvements (Schedule 1), Pump Station 4-3 (Schedule 2), and Reservoir 3-5 (Schedule 3) <b>Specifications</b></p>					
4	<p><b>Project Manager:</b> Rosa Gutierrez</p>					
5	<p><b>Submittal Description:</b> Final Bid Package Preparation</p>					
6	Ref. Doc./		Comments	Rvwr	NO.	Designer Response
7	No.	Section	Ltr	Discussion		
8	Schedule 1					
9	1	Page 1	A	RW		Update cover sheet date, names, title (the new Board president is Gregory Young, Vice President is Dan Jenkins the other are Directors). District admin staff John Thiel is the General Manager, Linda Jadeski is the Assistant General Manager, Rocky Welborn, P.E. is the Director of Engineering, Bertha Perez no longer works with the District.
10	2	Page 3	A	RW		Update note 3 to be districts new standard for wrought iron fencing.
11	3	Page 3	A	RW		Add knob box to main point of entry
12	4	Page 6 or 7	C	MBI		Consider adding a headwall. See D01.
13	5	Page 4	A	RMG		Add H-20 Traffic Rated Cover for trench
14	6	Page 4	A	RMG		Add 4' x 4' Transducer vault with traffic rated cover
15						
16	Schedule 2					
17	1	Page 1	A	RW		Same as first comment from Schedule 1 regarding names, dates and titles.
18	2	Page 7	A	RW		Incorporate mechanical seals per operations.
19	3	Page 15	C	RW		Consider possible VFD. Operations may request VFD's on two of the pumps. WVWD engineering to confirm.
20	4	P&ID	C	RW		Consider providing a P&ID for the integrator
21	5	Page 6	B	RW		Please confirm hose rack is provide near interior building hose bib.
22	6	Page 3	D	RMG		Update detail typo from 1 to 2 and 2 to 1 to match details on page 5.
23	7	Page 3	A	RMG		Add Furnish and Install 1" ball valve and 1" GIP, wrap w/ PVC tape to 40-Mil thickness
24	8	Page 3	A	RMG		Add Line A, Line B, and Line C label
25	9	Page 6	A	RMG		Add 4' x 4' vaule size to callout
26	10	Page 17	A	RMG		Update the location of the transducer vault as shown on page 6 of 26
27	11	Page 18	A	RMG		Update the location of the transducer vault as shown on page 6 of 26
28	12	Page 20	A	RMG		Update I/O Schedule to include Well 7 and Well 8A. See C09.
29	13		A	RMG		Add Power and Instrumentation Plan sheet for I/O plan and include PLC connection plan. See C13.
30			A	RMG		Add Pump Schematic Control Diagrams
31			A	RMG		Add Exterior Lighting Connection Diagram
32			A	RMG		Add Control Panel Elevation Plan
33		Page 3	A	RMG		Add vault and flow meter for Base Line Feeder (BLF)
34						

**COMMENTS LETTERS**  
**A. Incorporate**  
**B. Confirm**  
**C. Consider**  
**D. Note**

Designer Response "NO."  
 1 - Incorporated  
 2 - Confirmed  
 3 - Noted  
 4 - No Change, Designer Preference  
 5 - Need additional clarification/direction  
 6 - Requires further investigation, next design Submit  
 7 - Not in scope

A	B	C	D	E	F	G
2	<b>Project No. :</b>	W15003, W15004, W15006				
3	<b>Project Name:</b>	Lord Rand Site Improvements (Schedule 1), Pump Station 4-3 (Schedule 2), and Reservoir 3-5 (Schedule 3)				
4	<b>Project Manager:</b>	Rosa Gutierrez				
5	<b>Submittal Description:</b>	<b>Final Bid Package Preparation</b>				
6	<b>Ref. Doc./</b>		<b>Comments</b>			<b>Designer Response</b>
7	<b>Section</b>	<b>Ltr</b>	<b>Discussion</b>	<b>Rvwr</b>	<b>NO.</b>	<b>Discussion</b>
35			<b>Schedule 3</b>			
36	Page 1	A	Same as first comment from Schedule 1 regarding names, dates and titles.	RW		
37	Page 9	B	Confirm type of overflow. The drawing appears to show a box and funnel overflow weir.	RW		
38		C	Consider why cathodic protection was not included in this project.	RW		
39		C	Consider adding a tank mixer	RW		
40		B	Confirm how tank level is communicated back to control cabinet. See C12.	RW		
41	Page 6 or 9	C	Consider adding landing for bottom of stairs for Reservoir. See D02a and D02b.	MBI		
42						
43			<b>Specifications</b>			
44						
45	Title Page	A	Update dates, names and titles	RW		
46	2.1.4	A	Update award of contract to 60 days, to allow for lead time delays, lets talk about incremental milestones and schedules for major components. (i.e. Site work, reservoir and pump station complete in 1.5 years, generator install and integration can take 2.5 years). And update construction	RW		
47	2.3.7	C	Consider adding optional item for cathodic protection.	RW		
48	3.14-1	A	Update bullet f to read. "All change orders shall be approved by the District"	RW		
49	4.2.1	C	Please review concrete requirements on plans and confirm there are not discrepancies between this section and plan requirements	RW		
50	4.17-1	A	Update to new fencing standard.	RW		
51	01000-2 Item 1.4.A	A	Update liquidated damages to be consistent with other LD's in bid docs. Some places had \$1000k per day and others had \$750. Consider how to have varied LD's if we allow for longer durations for long lead items.	RW		
52	11100-5 Item 1.5A	A	This section calls out 250HP pumps but the plans show 300HP. Please confirm and update.	RW		
53	16465-6 Item 2.1.A	A	Update spelling	RW		
54	16465-7 Item 2.1.e	A	Update this whole section to reflect Allen Bradley compact logic PLC and open source control panels	RW		
55	16465-17 Item 2.3	A	This control description doesn't seem to be our project. Consider providing updated Control Description for Integrator. Also please review control description with operations	RW		
56	16923	A	Incorporate new touchscreen panels. Cabinet mounted displays 15-inch Allen-Bradley PanelView Plus	RW		
57	16990	B	Confirm all AQMD permit requirements are included in this specification.	RW		
58		B	Radio Survey See C10 and Radio Cabinet See C11.	RW		
59		A	Provided updated schedule and Engineers estimate	RW		
60		C	Consider prepurchasing or creative procurement solutions to address long lead time items.	RW		
61		C	Consider adding supplemental section for Testing and Start-up (i.e., 01 75 17 or 40-80-01). See C01a and C01b.	MBI		

A	B	C	D	E	F	G
2	<b>Project No. :</b>	W15003, W15004, W15006				
3	<b>Project Name:</b>	Lord Rand Site Improvements (Schedule 1), Pump Station 4-3 (Schedule 2), and Reservoir 3-5 (Schedule 3)				
4	<b>Project Manager:</b>	Rosa Gutierrez				
5	<b>Submittal Description:</b>	<b>Final Bid Package Preparation</b>				
6	<b>Ref. Doc./</b>		<b>Comments</b>			<b>Designer Response</b>
7	<b>Section</b>	<b>Ltr</b>	<b>Discussion</b>	<b>Rvwvr</b>	<b>NO.</b>	<b>Discussion</b>
18		C	Consider adding subsections as referenced in Testing and Start-up section specification: 46 05 10 Common Work Results for Mechanical Equipment. See C02a. 46 05 94 Mechanical Equipment Testing. See C02b. 26 08 00 Field Electrical Acceptance Tests 40 61 00 Common Work Related to Process Control and Instrumental System 01 33 00 Submittal Procedures 40 61 15 Control Strategies	RMG		
62						
63		C	Consider adding supplemental section for Work Restrictions (i.e., 01 14). See C06.	MBI		
64		C	Consider adding supplemental section for Submittal Requirements. See C08.	MBI		
65		C	Consider adding supplemental section for SCE Green Tag procedure, See D03.	MBI		
66		C	Consider adding supplemental section for General Operations (i.e., 17100). See C03.	MBI		
67		C	Consider adding supplemental section for two Milestone completion language – NIB and Contract Times. See C04.			
68		C	Consider adding supplemental section for Method of Procedure – MOP. See C05.			
69	16460	D	Update City of Anaheim typo in the Switchboard section. See C07.	MBI		
70		C	Consider adding supplemental section for Wrought Iron Fencing Installation language	MBI/RMG		



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 5, 2024  
**TO:** Board of Directors  
**FROM:** Rocky Welborn, Director of Engineering  
**SUBJECT:** CONSIDER A 3 YEAR ENTERPRISE AGREEMENT (EA) WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE (ESRI) FOR THE DISTRICT'S GEOGRAPHIC INFORMATION SYSTEM (GIS)

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**MEETING HISTORY:**

08/22/24      Engineering, Operations and Planning Committee      REFERRED TO BOARD

**DISCUSSION:**

Geographic Information System (“GIS”) technology combines mapping software with database management tools to collect, organize, and share many types of information. Data is stored as layers in a geodatabase that can be accessed and shared from the field and across multiple departments. In September of 2015, in August of 2018, and August 2021 the District’s Board of Directors authorized a 3-year Enterprise Agreement (“EA”) with Environmental Systems Research Institute, Inc. (“ESRI”) for the needed software to host and edit the GIS information. The term of this agreement is nearing completion and needs to be renewed.

This EA will grant the district access to ESRI's term license GIS software on an unlimited basis including maintenance and support services. Renewing the GIS agreement will allow West Valley Water District (“WVWD”) office and field staff to continue to have access to GIS applications such as GIS Viewer, USA Tickets, Valve Turning, Hydrant Flushing, and Water Leaks through the use of mobile devices and office computers. This agreement renewal will also allow WVWD customers to have access to current online applications such as Service Area Look Up, and Election Divisions through WVWD’s website. Attached as Exhibit A is the EA with ESRI.

**FISCAL IMPACT:**

The cost associated with the ELA has increased to \$29,300 per year. This is the first increase in the EA since the original agreement in 2015. The cost remains at \$29,300 per year for the next three years. This is a budgeted item in the fiscal year 2024/25 GIS budget and will be presented in the future fiscal year budgets.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors approve this item and authorize the General Manager

to execute the necessary agreements.

**ATTACHMENT(S):**

1. Exhibit A - West Valley Water District 2024-2027 SUEA Renewal Q-526076

# EXHIBIT A





July 5, 2024

Bruce Miller  
West Valley Water District  
855 W Baseline Rd  
Rialto, CA 92377

Dear Bruce,

The Esri Small Utility Enterprise Agreement (SUEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Utility EA terms and conditions.

- Licenses are valid for the term of the EA.

The terms and conditions in this Small Utility EA offer are for utilities with a total meter count which falls under the applicable tier in the Esri EA Small Utility Program. By accepting this offer, you confirm that your organization's meter count falls within this range on the date of signature and that you are therefore eligible for this pricing. If your organization's meter count does not fall within this range, please confirm your current meter count, and Esri will provide a revised quotation.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

***"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL UTILITY EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."***

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri	e-mail: <a href="mailto:service@esri.com">service@esri.com</a>
Attn: Customer Service SU-EA	fax documents to: 909-307-3083
380 New York Street	
Redlands, CA 92373-8100	

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,  
Jay Hoffman



## Quotation # Q-526076

Date: July 5, 2024

Customer # 125046 Contract # ENTERPRISE AGREEMENT

West Valley Water District  
855 W Baseline Rd  
Rialto, CA 92377

ATTENTION: Bruce Miller  
PHONE: (909) 543-9462  
EMAIL: bmiller@wwwd.org

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.  
Quote is valid from: 7/5/2024 To: 10/3/2024*

Material	Qty	Term	Unit Price	Total
168089	1	Year 1	\$29,300.00	\$29,300.00
Meter Counts 10,001 to 50,000 Small Utility Enterprise Agreement Annual Subscription				
168089	1	Year 2	\$29,300.00	\$29,300.00
Meter Counts 10,001 to 50,000 Small Utility Enterprise Agreement Annual Subscription				
168089	1	Year 3	\$29,300.00	\$29,300.00
Meter Counts 10,001 to 50,000 Small Utility Enterprise Agreement Annual Subscription				

Subtotal:	\$87,900.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (Surface Delivery):	\$0.00
Contract Price Adjust:	\$0.00
<b>Total:</b>	<b>\$87,900.00</b>

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**For questions contact:**

Jay Hoffman

**Email:**

jhoffman@esri.com

**Phone:**

1-800-447-9778 x5675

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



## Quotation # Q-526076

Date: July 5, 2024

Customer # 125046 Contract # ENTERPRISE AGREEMENT

West Valley Water District  
855 W Baseline Rd  
Rialto, CA 92377

ATTENTION: Bruce Miller  
PHONE: (909) 543-9462  
EMAIL: bmillier@wvwd.org

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853  
DUNS Number: 06-313-4175 CAGE Code: OAMS3

**To expedite your order, please attach a copy of this quotation to your purchase order.**  
**Quote is valid from: 7/5/2024 To: 10/3/2024**

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$\_\_\_\_\_, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**For questions contact:**

Jay Hoffman

**Email:**

jhoffman@esri.com

**Phone:**

1-800-447-9778 x5675

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

**Esri Use Only:**
 Cust. Name \_\_\_\_\_  
 Cust. # \_\_\_\_\_  
 PO # \_\_\_\_\_  
 Esri Agreement # \_\_\_\_\_

**SMALL ENTERPRISE AGREEMENT  
 SMALL UTILITY  
 (E215-2)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A  
 List of Products**

**Uncapped Quantities****Desktop Software and Extensions (Single Use)**
 ArcGIS Desktop Advanced  
 ArcGIS Desktop Standard  
 ArcGIS Desktop Basic  
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,  
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,  
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS  
 Schematics, ArcGIS Workflow Manager, ArcGIS Data  
 Reviewer
**Enterprise Software and Extensions**
 ArcGIS Enterprise (Advanced and Standard)  
 ArcGIS Monitor  
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,  
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,  
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS  
 Workflow Manager, ArcGIS Data Reviewer
**Enterprise Additional Capability Servers**

ArcGIS Image Server

**Developer Tools**
 ArcGIS Runtime Standard  
 ArcGIS Runtime Analysis Extension
**Limited Quantities**
 One (1) Professional subscription to ArcGIS Developer  
 Two (2) ArcGIS CityEngine Single Use Licenses  
 50 ArcGIS Online Viewers  
 50 ArcGIS Online Creators  
 10,000 ArcGIS Online Service Credits  
 50 ArcGIS Enterprise Creators  
 5 ArcGIS Insights in ArcGIS Enterprise  
 5 ArcGIS Insights in ArcGIS Online  
 10 ArcGIS Location Sharing User Type Extension (Enterprise)  
 10 ArcGIS Location Sharing User Type Extension (Online)  
 50 ArcGIS Advanced Editing User Type Extensions (Enterprise)  
 1 ArcGIS Business Analyst Web App Standard (Online)
**OTHER BENEFITS**

Number of Esri User Conference registrations provided annually	<b>2</b>
Number of Tier 1 Help Desk individuals authorized to call Esri	<b>3</b>
Maximum number of sets of backup media, if requested*	<b>2</b>
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

\*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

\_\_\_\_\_

(Customer)

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CUSTOMER CONTACT INFORMATION**

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City, State, Postal Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

Country: \_\_\_\_\_

Quotation Number (if applicable): \_\_\_\_\_

## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

**3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## 4.0—PRODUCT UPDATES

**4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

**4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to



supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—ADMINISTRATIVE REQUIREMENTS

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

### 8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

**8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 5, 2024  
**TO:** Board of Directors  
**FROM:** Joanne Chan, Director of Operations  
**SUBJECT:** REIMBURSEMENT AGREEMENT WITH SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

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**MEETING HISTORY:**

08/22/24      Engineering, Operations and Planning Committee      REFERRED TO BOARD

**BACKGROUND:**

In May 2016, West Valley Water District (District) and San Bernardino County Flood Control District (SBCFCD) executed an agreement permitting the spreading of water in Cactus Basin 2 to support the District's Fluidized Bed Reactor (FBR) Groundwater Treatment project. The District is responsible for obtaining regulatory permits and performing all maintenance activities related to District's water spreading activities, including, but not limited to, controlling all vectors and vegetation that may occur either directly or indirectly due to the District's water spreading operation in Cactus Basin 2.

The executed Streambed Alteration Agreement between California Department of Fish and Wildlife and the District requires compensatory mitigation to offset the loss of 12 acres of wetland and riparian habitat that has developed within Cactus Basin 2.

**DISCUSSION:**

The District and San Bernardino Valley Municipal Water District (SBVMWD) partnered in October 2020 to coordinate the development and implementation of the mitigation project at Hidden Valley Wetlands in Riverside County. SBVMWD serves as the lead agency for planning, CEQA, permitting, implementation and compliance reporting. The project consists of 85 acres. The District's proportionate share of all mitigation costs at Hidden Valley shall be equal to the ratio that mitigation acreage requirements for the Cactus Basin 2 project (12 acres) bear to the total mitigation project acreage (85 acres).

The District has no land acquisition costs associated with the mitigation and the cost of habitat management actions for the District's 12-acre site over the next 12 months is \$42,548.10. District staff has worked diligently with SBVMWD staff to develop the Reimbursement Agreement to establish a framework and reimburse SBVMWD for expenses incurred in implementing the habitat management actions at the District's 12-acre mitigation area. Attached as **Exhibit A** is the

Reimbursement Agreement. SBVMWD staff will reassess towards the end of spring 2025 to see the level of effort needed for the following 12 months.

**FISCAL IMPACT:**

This is a reimbursable cost. Raytheon Technologies will reimburse the District the full cost. The mitigation project cost currently estimated to be approximately \$45,000 annually for the first 5 years.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors:

1. Approve the Reimbursement Agreement with San Bernardino Valley Municipal Water District; and
2. Authorize the General Manager to execute all necessary documents.

**ATTACHMENT(S):**

1. Exhibit A - Reimbursement Agreement

# EXHIBIT A

## REIMBURSEMENT AGREEMENT

**THIS REIMBURSEMENT AGREEMENT** (“*Agreement*”) is entered into and effective as of \_\_\_\_\_, 2024 (“*Effective Date*”), by and between WEST VALLEY WATER DISTRICT, a county water district organized and operating pursuant to California Water Code section 30000 *et seq.* (“*WVWD*”), and SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, a municipal water district organized and operating pursuant to California Water Code section 71000 *et seq.* (“*SAN BERNARDINO VALLEY*”). WVWD and SAN BERNARDINO VALLEY are sometimes referred to herein individually as “*Party*” and collectively as “*Parties*”.

### RECITALS

A. On or about September 19, 2018, pursuant to Fish and Game Code section 1602, WVWD notified California Department of Fish and Wildlife (“*CDFW*”) of its intent to complete the Lower Cactus Basin 2 Maintenance Project to conduct vegetation management on an as-needed basis to ensure adequate water spreading and percolation.

B. On October 26, 2020, CDFW issued Streambed Alteration Agreement Number 1600-2018-0153-R6 (“*SAA*”) to WVWD to conduct vegetation management at Lower Cactus Basin 2 for a term of 12 years.

C. The SAA required WVWD to prepare and submit for approval to CDFW a Habitat Mitigation and Monitoring Plan (“*HMMP*”) for short-term monitoring and management of a 12-acre site at Hidden Valley Wildlife Area (“*HVWA*”) in Riverside County, California.

D. In 2021, SAN BERNARDINO VALLEY, on behalf of WVWD, prepared and submitted to CDFW for review and approval a HMMP for the short-term monitoring and management of WVWD’s 12-acre site at HVWA.

E. On November 18, 2021, CDFW approved the HMMP.

F. On May 14, 2024, SAN BERNARDINO VALLEY executed a Consulting Services Agreement with the Santa Ana Watershed Association (“*SAWA*”) for habitat management actions on multiple projects/properties, including WVWD’s 12-acre habitat management area at HVWA. The cost of habitat management actions for WVWD’s 12-acre site over the next 12 months is Forty-Two Thousand Five Hundred Forty-Eight Dollars and Ten Cents (\$42,548.10) (“*Maximum Reimbursement*”), as identified in Exhibit “A” (Nonnative Plant Management Spring 2024 Project Scope of Work) to the SAWA Consulting Services Agreement attached as *Exhibit 1* hereto and incorporated herein by reference.

G. WVWD wishes to establish and agree to a framework and reimburse SAN BERNARDINO VALLEY for expenses incurred in implementing the habitat management actions associated with the HMMP for the SAA at WVWD’s 12-acre mitigation area at HVWA, as identified in Exhibit 1.

**NOW THEREFORE**, in consideration of the matters recited and the mutual promises, covenants, and conditions set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **OPERATIVE PROVISIONS**

1. Incorporation of Recitals. Each and every one of the Recitals set forth above is a material part of this Agreement and is hereby incorporated by reference into and made part of this Agreement by this reference.

2. HMMP Management and Implementation. Except as expressly provided herein, WVWD shall perform all obligations to be performed by WVWD under the SAA and the HMMP related to the HVWA. Subject to the terms and conditions of this Agreement, including WVWD's approval of appropriate Task Orders as described below, SAN BERNARDINO VALLEY will manage and implement, on behalf of WVWD, the CDFW-approved HMMP for the SAA and associated habitat management actions at WVWD's 12-acre mitigation area at HVWA, as set forth in Exhibit 1.

3. Term. The term of this Agreement shall commence as of the Effective Date and shall terminate on the earlier of: (a) March 31, 2025; or (b) SAN BERNARDINO VALLEY incurs total approved costs equaling the Maximum Reimbursement.

4. Review and Approval. Prior to the commencement of any work, SAN BERNARDINO VALLEY shall submit to WVWD for review and approval one or more Task Orders, as described in the SAWA Consulting Services Agreement, that identifies the scope of the proposed work and a cost estimate. SAN BERNARDINO VALLEY shall not proceed with any work unless and until WVWD approves the scope of such work and cost estimate therefor.

5. Reimbursement. WVWD shall reimburse SAN BERNARDINO VALLEY for all costs incurred by SAN BERNARDINO VALLEY related to work identified and approved in any all Task Order; provided, however, that the total reimbursement shall not exceed the Maximum Reimbursement without an amendment to this Agreement.

6. Payments. SAN BERNARDINO VALLEY shall prepare and submit to WVWD invoices, supported by appropriate and sufficient documentation of costs incurred herein. WVWD shall pay all invoices within thirty (30) days after receipt.

7. Indemnification.

a. WVWD Indemnity. Pursuant to Government Code section 895.4, WVWD shall indemnify, defend, and hold harmless SAN BERNARDINO VALLEY from and against any and all third-party claims, demands, losses, fines, penalties, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies of whatever nature (including reasonable attorneys' fees) (collectively, "**Claims**") arising out of or related to WVWD's performance of its obligations under

this Agreement, except to the extent that such Claims are caused by the negligence or willful misconduct of SAN BERNARDINO VALLEY.

b. *SAN BERNARDINO VALLEY Indemnity.* Pursuant to Government Code section 895.4, SAN BERNARDINO VALLEY shall indemnify, defend, and hold harmless WVWD from and against any and all Claims arising out of or related to SAN BERNARDINO VALLEY’s performance of its obligations under this Agreement, except to the extent that such Claims are caused by the negligence or willful misconduct of WVWD.

8. Miscellaneous.

a. *Notices.* Any notice to be given or to be served upon either Party hereto in connection with this Agreement must be in writing and shall be deemed to have been given and received: (a) when personally delivered; (b) two (2) days after it is sent by Federal Express or similar overnight courier, postage prepaid and addressed to the Party for whom it is intended, at that Party’s address specified below; (c) three (3) days after it is sent by certified or registered United States mail, return receipt requested, postage prepaid and addressed to the Party for whom it is intended, at that Party’s address specified below; or (d) as of the date of electronic mail transmission addressed to the Party for whom it is intended, at that Party’s electronic mail address specified below, and provided that an original of such notice is also sent to the intended addressee by means described in clauses (a), (b), or (c) within two (2) business days after such transmission. Either Party may change the place for the giving of notice to it by thirty (30) days prior written notice to the other Party as provided herein.

If to SAN BERNARDINO VALLEY: San Bernardino Valley Municipal Water District  
Attn: Heather Dyer, CEO/General Manager  
380 East Vanderbilt Way  
San Bernardino, CA 92408  
Email: heatherd@sbvmwd.com

with a copy to: Varner & Brandt LLP  
Attn: Bradley E. Neufeld  
3750 University Avenue, 6<sup>th</sup> Floor  
Riverside, CA 92501-3323  
Email: bradley.neufeld@varnerbrandt.com

If to WVWD: West Valley Water District  
Attn: John Thiel  
855 W. Base Line Road  
Rialto, CA 92376  
Email: jthiel@wvwd.org



with a copy to:

Best Best & Krieger LLP  
Attn: Jeff Ferre  
3390 University Ave., 5<sup>th</sup> Floor  
Riverside, CA 92501  
Email: jeff.ferre@bbklaw.com

b. *Further Acts.* Each Party agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

c. *Modifications Must Be Made in Writing.* This Agreement may not be modified, altered, or changed in any manner whatsoever except by a written instrument duly executed by authorized representatives of both Parties.

d. *Governing Law; Venue.* This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, excluding any choice of law provision that would apply the laws of any other jurisdiction. Any action taken to enforce this Agreement shall be maintained exclusively in the Superior Court of the State of California, San Bernardino County. Each Party expressly consents to the exclusive jurisdiction of said court and waives any right it may otherwise have to challenge the appropriateness of such forum, whether on the basis of the doctrine of forum *non conveniens* or otherwise.

e. *Entire Agreement.* This Agreement contains the entire understanding between the Parties, and supersedes any prior understanding and/or written or oral agreements between them, respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, by and between the Parties relating to the subject matter of this Agreement that are not fully expressed herein.

f. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Signatures may be delivered electronically and shall be binding upon the Parties as if they were originals.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
Heather P. Dyer  
CEO/General Manager

**WEST VALLEY WATER DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT 1**  
**CONSULTING SERVICES AGREEMENT,**  
**DATED MAY 14, 2024**

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (“Agreement”) is entered into as of May 14, 2024 (“Effective Date”), by and between San Bernardino Valley Municipal Water District, a municipal water district organized and operating under the Municipal Water District Law of 1911 (“District”), and the Santa Ana Watershed Association, a 501(c)(3) non-profit organization (“Consultant” or “Contractor”). District and Consultant are sometimes referred to herein collectively as “Parties” and individually as “Party.”

RECITALS

A. District is a public agency of the State of California and is in need of a qualified consultant to provide professional services for the following project:

JOB NAME: Upper Santa Ana River HCP

JOB NUMBER: 1770

B. Consultant is duly licensed in the State of California and has the necessary qualifications to provide such professional services.

C. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Consultant will render such professional services to District.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I
SCOPE OF SERVICES TO BE PERFORMED, TIME OF PERFORMANCE AND TERM

1.1 Term. The term (“Term”) of this Agreement shall commence on the Effective Date and shall automatically terminate when the Compensation Amount has been spent, unless earlier terminated.

1.2 Scope of Services and Time of Performance. During the Term of this Agreement, Consultant shall perform all services, and provide all materials, equipment, tools, labor, and expertise, necessary to furnish the professional services set forth in Consultant’s proposal (“Proposal”), a true and correct copy of which is attached as Exhibit “A” hereto and incorporated herein by reference (collectively, “Services”). All Services shall be performed in accordance with the timeframes set forth in the Proposal.

1.3 Task Orders. From time to time, the Parties may make changes to or authorize certain work set forth in the scope of Services, including without limitation issuing additional instructions, requiring additional work, or deleting work previously ordered, by executing one or more task orders (each a “Task Order”). The provisions of this Agreement shall apply to all such Task Orders. The costs of each Task Order, or any modification of time for completion that might be required thereby, shall be mutually agreed upon in writing by District and Consultant before

commencement of the work called for by such Task Order. A Task Order is a request for additional Services and/or changes to Services, and shall not be effective unless and until accepted in writing by both Parties. Consultant shall be solely responsible for all costs and expenses associated with any additional Services, including additional Services already performed, that have not been specifically agreed upon in writing by Consultant and District. As used in this Agreement, the term “*Services*” shall include Services added, deleted, or modified by any Task Order.

1.4 Qualifications. Consultant represents and warrants to District that it has the qualifications, experience, licenses, and facilities necessary to properly perform the Services in a timely, competent, and professional manner.

1.5 Licenses. Consultant shall, in accordance with applicable laws and ordinances, obtain and maintain at its expense all permits and licenses necessary to accomplish the Services. Failure to maintain a required permit or license may result in immediate termination of this Agreement.

1.6 Standard of Care. Consultant shall perform all Services in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and competence ordinarily exercised by members of the profession currently practicing under similar conditions and in compliance with all federal, state, and local laws, rules, regulations, or ordinances applicable to the Services.

1.7 Relations with Construction Contractor. Outside of the normal commission of Consultant’s scope of work for the project, Consultant shall not directly or indirectly communicate with or consult with any construction or other District contractor utilized in the project, except in the presence of or with the specific written consent of the District.

1.8 Non-Exclusivity. District agrees that Consultant may perform services in matters that are not substantially related to the Services for people or entities that are or might be adverse to District. Subject to the restrictions of this Section 1.8 and Sections 3.2 and 3.3, Consultant will have no obligation to limit or restrict the assignment of its consultants, employees, and principals to other projects as a result of their performance of the Services.

## ARTICLE II COMPENSATION AND EXPENSES

2.1 Compensation. As full and complete compensation for the Services to be rendered by Consultant, District shall pay Consultant for all Services performed pursuant to this Agreement, inclusive of subconsultants and miscellaneous expenses, in the amount and on the schedule set forth in the Proposal (“*Compensation*”), which amount shall not exceed Nine Hundred Nineteen Thousand Five Hundred Ninety-Six Dollars (\$919,596) (“*Maximum Fee*”). To the extent different payment terms are set forth in a Task Order that conflict with the general payment terms set forth in the Proposal, the terms in the Task Order shall control. Consultant acknowledges and agrees that in no event shall Consultant receive or have a claim of any kind for any payment in excess of the Maximum Fee for any work, including additional Services under any Task Order, performed under this Agreement, unless such amount exceeding the Maximum Fee is specifically approved in writing by District.

2.2 Billing Procedure. No more frequently than once per month, Consultant will submit to District an accurate and complete statement (“*Invoice*”) for Services actually performed during the previous month and other amounts due under this Agreement. Each Invoice shall include, at a minimum: (a) District’s job name; (b) District’s job number; (c) Consultant’s point of contact for billing questions; (d) basis of billing; (e) total contract value; (f) total billing to date; (g) amount remaining in contract; (h) estimated percentage of completion at time of billing; and (i) a summary of Services actually performed during the billing period. Each Invoice shall be supported by such data substantiating Consultant’s right to payment as District may reasonably require.

2.3 Payment. District shall pay to Consultant within thirty (30) calendar days after receipt of an Invoice, or the resolution of any billing dispute, all undisputed amounts. District may withhold a portion of an Invoice because of defective Services not remedied or unsatisfactory prosecution of the Services by Consultant. District will release any withheld funds upon Consultant satisfactorily remedying the issue that resulted in the withholding. District will not pay late fees to Consultant on the compensation due Consultant under the terms of this Agreement. Payment of any Invoice shall not constitute acceptance of any Services completed by Consultant, and the making of final payment shall not constitute a waiver of any claims by District for any reason whatsoever.

2.4 Disputed Invoices. In the event District disputes an Invoice, District shall provide a written explanation of the dispute to Consultant within thirty (30) days after receiving the Invoice. District and Consultant shall cooperate to resolve any disputed amount. District shall not be penalized for any reasonable dispute and shall not be obligated to pay any amount in dispute until the dispute has been resolved.

2.5 Expenses. District must pre-approve in writing each reasonable and necessary expense for which Consultant intends to seek reimbursement, which expenses are directly related to the performance of the Services. If pre-approved, such expenses for reasonable and necessary travel, lodging, or miscellaneous expenses incurred in the performance of this Agreement will be reimbursed to Consultant in accordance with District’s general reimbursement policy. Consultant shall submit an Invoice of all incurred expenses accompanied by reasonable supporting documentation or transaction receipts. Invoices that fail to include reasonable supporting documentation or receipts will not be honored and District will have no obligation of any kind to reimburse Consultant for unsupported expenses listed on such Invoices.

2.6 Taxes. Any Taxes imposed by governing taxing authorities with respect to the Services will be the responsibility of Consultant. “*Taxes*” shall mean all taxes imposed with respect to the provision of the Services and associated amounts payable with respect to the Services, whether denominated as sales taxes, gross receipts taxes, transaction privilege taxes, use taxes, excise taxes, or otherwise.

### ARTICLE III WORK PRODUCT; CONFIDENTIAL INFORMATION

3.1 Project Data. Consultant shall be exclusively responsible for obtaining from the appropriate sources, persons or third parties, all data and information necessary for the proper, timely and complete performance and satisfaction of the Services.

3.2 Work Product. Upon completion or other termination of this Agreement, Consultant shall provide to District, and such other consultants approved by District, all papers, maps, models, designs, calculations, surveys, reports, data, notes, computer files, documents, drawings and other work product (collectively "**Work Product**") developed from or associated with the Services. Upon completion of the Services, Consultant shall provide one reproducible physical copy and one electronic copy of all final Work Product described in the Proposal, in forms acceptable to District. Consultant acknowledges that all Services performed or Work Product prepared for District by Consultant hereunder, including without limitation all data, calculations, reports, models, working notes, drawings, designs, improvements, trademarks, patents, copyrights (whether or not registered or patentable), and specifications developed or prepared by Consultant in connection with or related to such Services or Work Product shall become the sole and exclusive property of District, unless specifically otherwise agreed upon in writing by District and Consultant. Consultant hereby unconditionally assigns, transfers and conveys to District all rights, interests and claims of any kind related thereto, including copyright. Consultant shall promptly disclose such Work Product to District and, at the District's expense, perform all actions reasonably requested by District (whether during or after the Term) to establish and confirm such ownership (including, without limitation, executing any necessary assignments, consents, powers of attorney, and other instruments). Notwithstanding the preceding, all pre-existing intellectual property owned by Consultant which is incorporated in or utilized to develop the Services performed or Work Product prepared for District hereunder shall remain the sole and exclusive property of Consultant; provided, however, that Consultant grants to District a non-exclusive, perpetual, fully transferable, worldwide, royalty-free, limited license to use such pre-existing intellectual property in connection with such Services or Work Product. Consultant shall not be held liable for reuse of Work Product or modifications thereof by District or its representatives for any purpose other than the original intent of this Agreement, without written authorization of Consultant.

3.3 Confidential Information. Consultant acknowledges that during the Term it may receive or have access to certain information, observations, and data (including without limitation trade secrets, designs, ideas, products, research, software, financial data, and personal information) concerning the business or affairs of District which is designated as confidential or proprietary or should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure ("**Confidential Information**"). All Confidential Information is, and shall remain, the property of District. Consultant shall: (a) use all Confidential Information solely for the purpose of providing the Services described in this Agreement; (b) hold all Confidential Information in strict confidence; (c) protect all Confidential Information from dissemination to, and unauthorized access or use by, any third party, using the same level of care and discretion that it uses with its own similar information, which in no case will be less than commercially reasonable care; (d) restrict access to all Confidential Information to such of its personnel, agents, and/or subconsultants, if any, who have a need to have access in order to provide

the Services and who are under obligations of confidentiality substantially similar to those in this Agreement; and (e) return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement and promptly confirm such return or destruction. Consultant shall not sell or make any unauthorized use of any Confidential Information.

#### ARTICLE IV BOOKS AND RECORDS

4.1 Books and Records. Consultant shall keep and preserve for no less than four (4) years after the date of final billing or termination of this Agreement, whichever shall first occur, accurate and detailed records of all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or relating to the Services and disbursements charged to District under this Agreement (collectively, "***Books and Records***"). All Books and Records shall be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the Services provided by Consultant under this Agreement. District and its agents shall be given full access to such Books and Records during normal business hours. District and its agents shall have the right to make copies of any of the said Books and Records.

4.2 Work Product Documentation. Consultant further agrees to maintain all design calculations and final Work Product on file in legible and readily accessible form. In addition to the requirements of Section 3.2, Consultant shall make copies of such material available to District, at District's sole cost and expense, and Consultant shall not destroy the originals of such materials and items, including any additions, amendments or modification thereto, unless District fails to object to such destruction upon Consultant providing District with sixty (60) days advance written notice, indicating that such material is scheduled to be destroyed.

#### ARTICLE V INDEPENDENT CONTRACTOR

5.1 Status. The Parties hereby acknowledge that in rendering the Services provided hereunder, Consultant shall be deemed to be an independent contractor and shall not be deemed in any way an agent, partner, or joint venturer of District. Consultant acknowledges and agrees that, as an independent contractor, it is solely responsible for the payment of any and all taxes and/or assessments imposed on account of payment to Consultant or the performance of Services by Consultant pursuant to this Agreement.

5.2 Agency Restrictions. Consultant understands and agrees that Consultant shall not represent itself to third parties to be the agent, employee, partner, or joint venturer of District. Furthermore, Consultant shall not make any statements on behalf of or otherwise purporting to bind the District in any contract or otherwise related agreement. Consultant further agrees and acknowledges that Consultant does not have the authority to and shall not sign any contract on behalf of District. Consultant shall not obligate District to do any other act that would bind District in any manner.



5.3 Further Assurances. Consultant shall furnish District with any documents or records that District reasonably believes necessary to properly and timely carry out the Services. District shall first tender written notice to Consultant regarding any documents or records that it reasonably believes necessary to properly carry out the Services. Consultant shall then have ten (10) days from the receipt of such notice to provide District with the requested documents or records.

## ARTICLE VI TERMINATION

6.1 Termination. At any time during the Term of this Agreement, District may terminate this Agreement, in whole or in part, with or without cause, upon ten (10) working days' written notice to Consultant. Upon receipt of the termination notice, Consultant shall promptly discontinue Services except to the extent the notice otherwise directs. In the event District renders such written termination notice to Consultant, Consultant shall be entitled to compensation for all Services properly rendered prior to the effective date of the notice and all further Services set forth in the notice. District shall be entitled to reimbursement for any compensation paid in excess of Services properly rendered and shall be entitled to withhold compensation for defective Services or other damages caused by Consultant's work. Consultant acknowledges District's right to terminate this Agreement as provided in this Article VI, and hereby waives any and all claims for damages that might arise from District's termination of this Agreement. Consultant shall deliver to District and transfer title (if necessary) to all completed Work Product. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of Services.

## ARTICLE VII CALIFORNIA LABOR CODE PROVISIONS FOR PUBLIC WORKS PROJECTS

7.1 Prevailing Wage Rates. Consultant is aware of the requirements of California Labor Code sections 1720 *et seq.* and 1770 *et seq.* (collectively, "**Prevailing Wage Laws**"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall indemnify, defend, and hold harmless District and its directors, officers, employees, and agents from any claims, liabilities, costs, fines, penalties, or interest arising out of any failure or alleged failure of Consultant or its subconsultants to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, including without limitation prevailing wages, employment of apprentices, hours of labor, and debarment of contractors and subcontractors.

7.2 Registration. If the Services are being performed as part of an applicable “public works” or “maintenance” project, in addition to the foregoing, then pursuant to California Labor Code sections 1725.5 and 1771.1, Consultant and all subconsultants must be registered with the Department of Industrial Relations (“*DIR*”). Consultant shall maintain registration for the duration of this Agreement and require the same of any of its subconsultants. This Agreement may also be subject to compliance monitoring and enforcement by the DIR. Consultant shall have sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

7.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of California Labor Code section 3700, which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant agrees to comply with such provisions before commencing the performance of any Services.

**ARTICLE VIII  
ENVIRONMENTAL PROTECTION AGENCY  
WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT  
 (“*WIFIA*”) PROVISIONS FOR WIFIA FUNDED PROJECTS**

8.1 Debarment and Suspension. Contractor certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the Services. Suspension and debarment information can be accessed at <http://www.sam.gov>. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

8.2 Federal Lobbying Restrictions (31 U.S.C. 1352). Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to District the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.

8.3 Civil Rights Obligations. Contractor shall comply with the following federal non-discrimination requirements:

(a) Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP). (42 U.S.C 2000D *et seq.*)

(b) Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities. (29 U.S.C. 794, supplemented by EO 11914, 41 FR 17871, April 29, 1976 and EO 11250, 30 FR 13003, October 13, 1965)

(c) The Age Discrimination Act of 1975, which prohibits age discrimination. (42 U.S.C 6101 *et seq.*)

(d) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.

(e) 40 CFR Part 7, as it relates to the foregoing.

8.4 Equal Employment Opportunity (EEO). The Contractor shall comply with Executive Order 11246, entitled 'Equal Employment Opportunity,' as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). (EO 11246, 30 FR 12319, September 28, 1965).

Contractor's compliance with Executive Order 11246 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.

During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has

inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

8.5 Affirmative Action. (41 CFR 60-2) The Contractor shall comply with Executive Order 11246, entitled ‘Equal Employment Opportunity,’ as amended by Executive Order 12086, and 13672. (EO 12086, 43 FR 46501, and EO 13672, 79 FR 42971).

- a) *General.* The requirements of this part apply to nonconstruction (supply and service) contractors. The regulations prescribe the contents of affirmative action programs, standards and procedures for evaluating the compliance of affirmative action programs implemented pursuant to this part, and related matters.
- b) *Affirmative action programs.*
  - 1) Each nonconstruction contractor must develop and maintain a written affirmative action program for each of its establishments if it has 50 or more employees and:
    - i. Has a contract of \$50,000 or more; or
    - ii. Has Government bills of lading which in any 12-month period, total or can reasonably be expected to total \$50,000 or more; or
    - iii. Serves as a depository of Government funds in any amount; or
    - iv. Is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes in any amount.
  - 2) Each contractor and subcontractor must require each nonconstruction subcontractor to develop and maintain a written affirmative action program for each of its establishments if it has 50 or more employees and:
    - i. Has a subcontract of \$50,000 or more; or
    - ii. Has Government bills of lading which in any 12-month period, total or can reasonably be expected to total \$50,000 or more; or
    - iii. Serves as a depository of Government funds in any amount; or
    - iv. Is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes in any amount.
- c) *When affirmative action programs must be developed.* The affirmative action programs required under paragraph (b) of this section must be developed within 120 days from the commencement of a contract and must be updated annually.

- d) *Who is included in affirmative action programs.* Contractors subject to the affirmative action program requirements must develop and maintain a written affirmative action program for each of their establishments. Each employee in the contractor's workforce must be included in an affirmative action program. Each employee must be included in the affirmative action program of the establishment at which he or she works, except that:
- 1) Employees who work at establishments other than that of the manager to whom they report, must be included in the affirmative action program of their manager.
  - 2) Employees who work at an establishment where the contractor employs fewer than 50 employees, may be included under any of the following three options: In an affirmative action program which covers just that establishment; in the affirmative action program which covers the location of the personnel function which supports the establishment; or, in the affirmative action program which covers the location of the official to whom they report.
  - 3) Employees for whom selection decisions are made at a higher level establishment within the organization must be included in the affirmative action program of the establishment where the selection decision is made.
  - 4) If a contractor wishes to establish an affirmative action program other than by establishment, the contractor may reach agreement with OFCCP on the development and use of affirmative action programs based on functional or business units. The Director, or his or her designee, must approve such agreements. Agreements allowing the use of functional or business unit affirmative action programs cannot be construed to limit or restrict how the OFCCP structures its compliance evaluations.
- e) *How to identify employees included in affirmative action programs other than where they are located.* If pursuant to paragraphs (d)(1) through (3) of this section employees are included in an affirmative action program for an establishment other than the one in which the employees are located, the organizational profile and job group analysis of the affirmative action program in which the employees are included must be annotated to identify the actual location of such employees. If the establishment at which the employees actually are located maintains an affirmative action program, the organizational profile and job group analysis of that program must be annotated to identify the program in which the employees are included.

8.6 Segregated Facilities. (41 CFR 60-1.8). The Contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The Contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The Contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the Contractor's control, where the

facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term “facilities,” as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; provided, that separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

8.7 Disadvantaged Business Enterprises (DBE). The Contractor must ensure that the DBE’s six good faith efforts are used during the procurement of subcontractors for the Services. The six good faith efforts are found at: <https://www.epa.gov/grants/disadvantaged-business-enterprise-program-requirements#sixgoodfaithefforts>.

8.8 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (effective August 13, 2020). The John S. McCain National Defense Authorization Act for Fiscal Year 2019 (P.L. 115-232), at Section 889, prohibits EPA financial assistance recipients, including WIFIA borrowers, from expending loan funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in the Act, “covered telecommunications equipment or services” means:

(a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(b) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(c) Telecommunications or video surveillance services provided by such entities or using such equipment.

(d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The Act does not prohibit:

(a) Procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements.

(b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

**ARTICLE IX  
PROJECT MANAGEMENT**

9.1 Consultant's Representative. James Law ("*Consultant's Representative*") is hereby designated as the principal and representative of Consultant authorized to act on its behalf with respect to the Services specified herein and to make all decisions in connection herewith. Consultant shall not substitute Consultant's Representative without first notifying District in writing of Consultant's intent. District shall have the right to review the qualifications of said substitute. If District determines said substitute Consultant's Representative is unacceptable, Consultant shall submit alternate candidates until District determines the substitute Consultant Representative is acceptable.

9.2 District's Representative. Kai Palenscar ("*District's Representative*") is hereby designated to represent District and except as otherwise provided herein authorized to act on its behalf with respect to the Services specified herein and to make all decisions in connection therewith. District may substitute District's Representative at any time upon written notice to Consultant.

**ARTICLE X  
INDEMNIFICATION; LIMITATION OF LIABILITY**

10.1 Indemnification. To the maximum extent permitted by law, Consultant shall indemnify, defend, and hold harmless District and District's directors, officers, employees, representatives, agents, affiliates, subsidiaries, predecessors, successors, and assigns from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, judgments, fines, penalties, and deficiencies, including attorneys' fees (collectively, "*Claims*"), arising out of or related to any acts or omissions, or goods, products, or services made, furnished, or otherwise provided, or alleged to be made, furnished, or otherwise provided, by Consultant or Consultant's employees, representatives, agents, subconsultants, contractors, subcontractors, suppliers, successors, permitted assigns, or anyone acting on behalf of Consultant in connection with the performance of the Services; provided, however, that Consultant's indemnification obligations shall not apply to the extent any Claim arises from District's sole negligence or willful misconduct. Consultant's indemnification responsibility with respect to the Services shall exist and continue regardless of the extent to which District may have reviewed and approved the Services performed by Consultant, except that Consultant shall not be responsible for any Claim attributable to the Services to the extent such Claim is attributable to a decision made by District with respect to which Consultant and District have specifically agreed in writing that District shall be the responsible party. Consultant's indemnification obligations shall not be affected by any insurance provisions or limitations of liability contained in this Agreement. Consultant's indemnification obligations shall continue in full force and effect notwithstanding the completion, expiration, or other termination of this Agreement.

10.2 Limitation of Liability. DISTRICT'S CUMULATIVE AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING UNDER CONTRACT OR BASED UPON A CLAIM OF STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER TORT OR STATUTORY BASIS, SHALL BE LIMITED TO THE TOTAL PAYMENTS MADE



BY DISTRICT TO CONSULTANT HEREUNDER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT UPON WHICH LIABILITY IS PREDICATED. IN NO EVENT WILL DISTRICT OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, OR AFFILIATES BE LIABLE FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, LOST REVENUES, OR FOR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, DELAY, INDIRECT, OR CONSEQUENTIAL DAMAGES OR THE LIKE, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER DISTRICT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THE PARTIES EACH ACKNOWLEDGE THAT THE FORGOING LIMITATION OF LIABILITY IS A MATERIAL CONDITION OF DISTRICT'S WILLINGNESS TO ENTER INTO THIS AGREEMENT, AND THAT DISTRICT WOULD NOT ENTER INTO THIS AGREEMENT BUT FOR SUCH LIMITATION.

## ARTICLE XI INSURANCE

11.1 Insurance. Consultant shall provide, pay for, and maintain in force at all times during the performance of the Services hereunder, the policies of insurance set forth below. Consultant shall provide original certificates of insurance and endorsements evidencing coverage on forms reasonably acceptable to District prior to commencing any Services under this Agreement and promptly upon request thereafter, and District reserves the right to require complete, certified copies of all required insurance policies, including policy declaration pages and endorsement pages. The existence of the required insurance coverage under this Agreement shall not be deemed to satisfy, substitute for, or otherwise limit Consultant's indemnification obligations under this Agreement. Consultant acknowledges that the insurance coverage and the policy limits set forth in this Agreement constitute the minimum coverage and policy limits required; if Consultant maintains broader coverage and/or higher limits than the minimums shown above, District requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant and any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District.

(a) Commercial General Liability Insurance covering liabilities for death and personal injury, liabilities for loss of or damage to property, and contractual indemnity obligations with a combined single limit of \$2,000,000 per occurrence and \$4,000,000 in the aggregate.

(b) Automobile Liability Insurance for bodily injury or death and property damage, including coverage for owned, non-owned, leased, and hired auto, with a minimum \$1,000,000 per person and \$2,000,000 per occurrence.

(c) Workers' Compensation Insurance as required by applicable law.

(d) Employers' Liability Insurance with limits of at least \$1,000,000 per occurrence.

(e) Professional Liability Insurance/Errors and Omissions Liability Insurance appropriate to Consultant's profession, with limits of liability of not less than \$2,000,000 each claim/annual aggregate.

11.2 Policy Requirements. All insurance policies required pursuant to this Agreement shall:

(a) For all liability policies, include an additional insured endorsement at least as broad as ISO CG 20 10 10 01 and consistent therewith naming as additional insureds "San Bernardino Valley Municipal Water District and its directors, officers, employees, representatives, agents, affiliates, subsidiaries, predecessors, successors, and assigns".

(b) Be on an "occurrence" basis, not a "claims-made" basis. The foregoing policies must contain an aggregate limit not less than the occurrence limit. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy.

(c) Be primary and non-contributory with any insurance programs carried by or available to District and, with respect to Commercial General Liability Insurance, include a primary and non-contributory endorsement at least as broad as ISO CG 20 01 04 13.

(d) Waive all rights of subrogation and contribution against District and its insurers; provided, however, this provision shall apply regardless of whether or not District has received a waiver of subrogation from the insurer.

(e) Provide that coverage shall not be revised, cancelled or reduced until at least thirty (30) days' written notice of such revision, cancellation or reduction shall have been given to District. In the event any policies of insurance are revised, cancelled or reduced, Consultant shall prior to the revision, reduction or cancellation date, submit evidence of new insurance to District complying with this Agreement.

(f) Be issued by insurance companies which are qualified to do business in the State of California and which have a current rating of A-VII or better in Best's Insurance Report.

11.3 Subconsultant Insurance. In the event Consultant subcontracts any portion of its performance, the agreement between Consultant and the subconsultant shall require the subconsultant to carry the same policies of insurance that Consultant is required to maintain pursuant to this Agreement.

## ARTICLE XII REPRESENTATIONS AND WARRANTIES

12.1 Representations and Warranties. Each Party represents and warrants the following:

(a) Such Party is duly organized, validly existing, and in good standing under the laws of its state of formation or incorporation and has all requisite power and authority to conduct the business with which it conducts and proposes to conduct.

(b) All action on the part of such Party necessary for the authorization, execution, delivery, and performance of this Agreement, and the consummation of the transactions contemplated herein, has been properly taken and obtained in compliance with applicable law.

(c) Such Party has not entered into nor will either enter into any agreement (whether written or oral) in conflict with this Agreement or which would prevent such Party from performing its obligations under this Agreement.

(d) Such Party has the contacts and expertise, and will reasonably allocate its financial and time resources on a best efforts basis to enable it to perform its obligations hereunder.

### ARTICLE XIII MISCELLANEOUS

13.1 Entire Agreement. This Agreement contains the entire understanding between the Parties, and supersedes any prior understanding and/or written or oral agreements between them, respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, by and between the Parties relating to the subject matter of this Agreement that are not fully expressed herein.

13.2 Assignment. Consultant may not assign its rights and obligations hereunder, in part or in whole, without the prior written consent of District, which consent may be granted or withheld in District's sole discretion.

13.3 Succession. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns.

13.4 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.

13.5 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

13.6 Notices. Any notice to be given or to be served upon either Party hereto in connection with this Agreement must be in writing and shall be deemed to have been given and received: (a) when personally delivered; (b) two (2) days after it is sent by Federal Express or similar overnight courier, postage prepaid and addressed to the Party for whom it is intended, at that Party's address specified below; (c) three (3) days after it is sent by certified or registered United States mail, return receipt requested, postage prepaid and addressed to the Party for whom it is intended, at that Party's address specified below; or (d) as of the date of electronic mail transmission addressed to the Party for whom it is intended, at that Party's electronic mail address specified below, and provided that an original of such notice is also sent to the intended addressee by means described in clauses (a), (b), or (c) within two (2) business days after such transmission. Either Party may change the place for the giving of notice to it by thirty (30) days prior written notice to the other Party as provided herein.

If to District: San Bernardino Valley Municipal Water District  
 Attn: Heather Dyer, CEO/General Manager  
 380 East Vanderbilt Way  
 San Bernardino, CA 92408  
 Telephone: (909) 387-9253  
 E-Mail: heatherd@sbumwd.com

If to Consultant: Santa Ana Watershed Association  
 Attn: Brian Brady, Executive Director  
 1835 Chicago Avenue Suite C  
 Riverside, CA 92507  
 Telephone: (951) 780-1012, ext. 102  
 E-Mail: bbrady@sawatershed.org

13.7 Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, excluding any choice of law provision that would apply the laws of any other jurisdiction. The Superior Court of the State of California in and for San Bernardino County shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of such forum, whether on the basis of the doctrine of forum *non conveniens* or otherwise.

13.8 Waivers. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence.

13.9 Amendment. Except as expressly provided otherwise herein, this Agreement may not be modified, altered, or changed in any manner whatsoever except by a written instrument duly executed by authorized representatives of both Parties.

13.10 Severability. If any provision of this Agreement shall be deemed or held to be invalid or unenforceable for any reason, such provision shall be adjusted, if possible, rather than voided, so as to achieve the intent of the Parties to the fullest extent possible. In any event, such provision shall be severable from, and shall not be construed to have any effect on, the remaining provisions of this Agreement, which shall continue in full force and effect.

13.11 Time of the Essence. Time is of the essence in the performance of each and every provision or obligation of this Agreement as to which time is an element.

13.12 Release of Information and Advertising. Consultant shall not, without the prior written consent of District, make any news release or other public disclosure regarding this Agreement.

13.13 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of

proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word “including” shall mean including without limitation.

13.14 Attorneys’ Fees. If any legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys’ fees, reasonable expert witness fees, costs, and necessary disbursements in addition to any other relief to which that Party may be entitled.

13.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Signatures may be delivered electronically or by facsimile and shall be binding upon the Parties as if they were originals.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the Effective Date.

**DISTRICT:**

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

By: W. B. H. J.

Name: Wen Huang

for Its: General Manager

**CONSULTANT:**

**SANTA ANA WATERSHED ASSOCIATION**

By: Brian J. Brady

Name: Brian J. Brady

Its: Executive Director

**EXHIBIT "A"**

*Santa Ana Watershed Association*

*Nonnative Plant Management, Spring 2024 Project*

*Scope of Work*



1835 Chicago Avenue, Suite C  
 Riverside, CA 92507  
 (951) 780-1012  
 Fax (951) 780-5893  
<http://www.sawatershed.org>

**Board of Directors:**  
 Brett Mills, Chair  
 Kerwin Russell, Vice-Chair  
 Mandy Parkes, Treasurer  
 Teri Biancardi, Secretary  
 David McMichael, Director

The Santa Ana Watershed Association (SAWA) is a 501 C3 nonprofit corporation. SAWA has been involved in native habitat restoration since it was founded in 1997 and strives to provide quality habitat restoration work throughout the Santa Ana Watershed. SAWA is excited at the potential partnership with San Bernardino Valley Municipal Water District to assist in the habitat restoration plans presented by SBVMWD. SAWA will work closely with SBVMWD staff to coordinate treatments at multiple project locations at the direction of SBVMWD staff. SAWA will propose and calendar treatments for SBVMWD staff to approve prior to conducting work. Since SAWA is a non-profit corporation only actual costs are charged as they are incurred by SAWA. All not to exceed amounts will be monitored to ensure accurate budgeting. SAWA looks forward to working closely with SBVMWD staff to achieve their desired habitat goals. If you have any questions, concerns or comments feel free to contact me.

Cordially,

James Law  
 Habitat Restoration Services Manager  
 Cell – (909)7871-6903



Project Name	Project Description	Project Acreage	Not To Exceed Amount	Project Work Description	Notes
Weaver Basins	Control non-native grasses, castorbean and mustard	18	25,000.00	SBVMWD - Access Improvements SAWA to treat non-native grasses and mustards SBVMWD to mow accessible areas-7 days after treatment SAWA to conduct post treatment Potential SAWA or CCC Line Trimming	SAWA to treat non-native vegetation in Winter 24 - 3 People 4 Days SAWA to treat non-native vegetation as needed - 3 People 3Days
Redlands Airport	Control non-native grasses, tumbleweeds, castorbean and mustard	40	25,000.00	SAWA to conduct Code Enforcement as Requested SAWA to treat non-native vegetation in Winter 24 SAWA to continue monitoring and treatments as needed to control re-growth	SAWA non-native application 1 = 3 People 4 Days SBVMWD to mow accessible areas SAWA post mow application 2 = 3 People 3 Days
Mentone	Control non-native grasses, castorbean, tumbleweeds and mustard	10	15,000.00	SAWA to conduct Code Enforcement as Requested SAWA to treat non-native vegetation in Winter 25 SAWA to continue monitoring and treatments as needed to control re-growth	SAWA non-native application 1 = 3 People 2 Days SBVMWD to mow accessible areas SAWA post mow application 2 = 3 People 2 Days
Lytle Creek/Frisbee Wash	Control non-native grasses, castorbean, giant reed and mustard, Eucalyptus ...?	48	10,000.00	SAWA to conduct code enforcement work to ensure SBVMWD is compliant with code enforcement SAWA to treat non-native vegetation in Winter 25 SAWA to continue monitoring and treatments as needed to control re-growth	SAWA non-native application 1 = 3 People 2 Days SBVMWD Mow Application >7 Days after Treatment SAWA post mow application 2 = 3 People 1 Day Potential CCC line trimming, trash removal and eucalyptus removal
Frisbee Wash	Control non-native grasses, castorbean and mustard	30	25,000.00	SAWA to conduct code enforcement work to ensure SBVMWD is compliant with code enforcement SAWA to treat non-native vegetation in Winter 25 SBVMWD to mow >7 days after treatment SAWA to continue monitoring and treatments as needed to control re-growth	SAWA non-native application 1 = 3 People 4 Days SBVMWD to mow >7 Days after Treatment SAWA post mow application 2 = 3 People 3 Days Potential CCC line trimming trash removal and eucalyptus removal
Lower Hole Creek	Control castorbean, tamarisk, arundo and palm ssp.	5	20,682.70	SAWA to treat non-native vegetation in Summer 24 SAWA to remove giant reed, tamarisk Fall 24 SAWA follow up treatment Winter 25 SAWA follow up treatment Spring 25	SAWA non-native application 1 - 3 People 2 Days SAWA non-native removal - Green Climber 2 Days with Spotter SAWA non-native application 2 - 3 People 2 Days
Anza Creek	Palm tree control/Woody Non-Native Vegetation + Pepperweed	21	101,934.00	SAWA to treat non-native palms, Woody Species + Pepperweed in Summer 24 SAWA to treat non-native vegetation in Fall 24 SAWA follow up treatment Spring 25	SAWA - 2 Person Crew = Treat ~ 50 Palms/Day Pepperweed/Palms/Fig/Tree of Heaven/Salt Cedar/Giant reed - 3 People 8 Days
Anza Creek SARCCUP Ext.	Palm tree control/Woody Non-Native Vegetation + Pepperweed	12	101,934.00	SAWA to treat non-native Pepperweed/Palms/Fig/Tree of Heaven/Salt Cedar/Giant reed - 3 People 8 Days in Summer 24 SAWA to treat non-native vegetation in Fall 24 SAWA follow up treatment Spring 25	SAWA - 2 Person Crew = Treat ~ 50 Palms/Day Pepperweed/Palms/Fig/Tree of Heaven/Salt Cedar/Giant reed - 3 People 8 Days

Old Ranch Creek	Palm tree control/Woody Non-Native Vegetation + Pepperweed	17	131,106.00	SAWA to treat non-native palms, Pepperweed/Palms/Fig/Tree of Heaven/Salt Cedar/Giant reed - 3 People 8 Days in Summer 24 SAWA to treat non-native vegetation in Fall 24	SAWA - 2 Person Crew = Treat ~ 50 Palms/Day Pepperweed/Palms/Fig/Tree of Heaven/Salt Cedar/Giant reed - 3 People 8 Days
Hidden Valley Creek	Field Assessment + Mapping > Treat all living palm spp.	22	25,000.00	SAWA to assess palms at Hidden Valley Creek SAWA to treat palm spp.	SAWA palm treatment - ~ 20 palms per day (increased distance between palms)
Waterman Basins Riparian	Treat non-native herbaceous weeds	40	100,000.00	SAWA to treat non-native herbaceous species in Spring 24 SBVMWD/Riv Parks to Mow/Pile Fallen Trees in Fall 24 SAWA Treatment 2 in Fall 24 SAWA Treatment 3 in Winter 24	SAWA - 3 Person Crew Treatment 1 - 8 Days SAWA - 3 Person Crew Treatment 2 - 6 Days SAWA - 3 Person Crew Treatment 3 - 6 Days SAWA - 3 Person Crew Treatment 4 - 6 Days
Lower Cactus Basins #2	Treat non-native herbaceous weeds	12	42,548.10	SAWA to treat non-native herbaceous species in Spring 24 SBVMWD/Riv Parks to Mow in Fall 24 SAWA Treatment 2 in Fall 24 SAWA Treatment 3 in Winter 24	Treatment Rate ~ 2 Acres Per Day (estimated at 2 acres/day, crew first day treated ~ 3.5 Acres)
Waterman Basins Alluvial	Treat non-native herbaceous weeds	20	50,000.00	SAWA to treat non-native herbaceous species in Spring 24 SBVMWD/Riv Parks to Mow in Fall 24 SAWA Treatment 2 in Fall 24 SAWA Treatment 3 in Winter 24	SAWA - 3 Person Crew Treatment 1 - 6 Days SAWA - 3 Person Crew Treatment 2 - 3 Days SAWA - 3 Person Crew Treatment 3 - 3 Days SAWA - 3 Person Crew Treatment 4 - 3 Days
SAR River Corridor (1.4 miles X 200 feet)	Treat non-native fig, tree of heaven, salt cedar, giant reed, castorbean and pepperweed.	78	146,418.75	SAWA to treat non-native species in Spring 24 SAWA Treatment 2 in Summer 24 SAWA Treatment 3 in Winter 24 SAWA Treatment 4 in Spring 25	SAWA to treat non-native vegetation in Summer 24 = 3 People 12 Days SAWA to treat non-native vegetation in Fall 24 = 3 People 12 Days SAWA to treat non-native vegetation in Winter 24 = 3 People 12 Days SAWA follow up treatment Spring 25 = 3 People 12 Days
<b>Totals</b>		<b>373</b>	<b>819,623.55</b>		
<b>SBVMWD Long Term Projects</b>					
SBVMWD Facilities		Variable	\$50,000.00	Maintain access and ensure code enforcement compliance as requested by SBVMWD staff.	To ensure access to SBVMWD Facilities and code enforcement compliance
Restoration Planting - Hidden Valley		Variable	\$24,986.25	# of Days Desired?	Collection of Pole Cuttings - ~ 100 per day with 3 person crew Planting of Pole Cuttings - ~ 75 per day with 3 person crew
Restoration Planting - Anza Creek		Variable	\$24,986.25	# of Days Desired?	Collection of Pole Cuttings - ~ 100 per day with 3 person crew Planting of Pole Cuttings - ~ 75 per day with 3 person crew
<b>Totals</b>			<b>\$919,596.05</b>		
<p>These rates are subject to change on January 1st, 2025 to reflect merit and cost of living adjustments for employees                      No biological monitoring, permitting or Ranger assistance is covered under this proposal.</p>					

Project	3 Person Crew Number of Days	Palm Tree Crew Number of Days	Removal Crew Number of Days	3 Person Daily Rate	Palm Tree Crew Daily Rate	Removal Daily Rate	Staff Total	Mileage	Chemical	Project Total	Miles Per Trip	# of Trips
Weaver Basins	7			\$2,850.00	\$1,750.00	\$3,800.00	\$19,950.00	\$382.80	\$4,667.20	\$25,000.00	40	11
Redlands Airport	7			\$2,850.00	\$1,750.00	\$3,800.00	\$19,950.00	\$382.80	\$4,667.20	\$25,000.00	40	11
Mentone	4			\$2,850.00	\$1,750.00	\$3,800.00	\$11,400.00	\$243.60	\$3,356.40	\$15,000.00	40	7
Lyle Creek/Frisbee Wash	3			\$2,850.00	\$1,750.00	\$3,800.00	\$8,550.00	\$174.00	\$1,276.00	\$10,000.00	40	5
Frisbee Wash	7			\$2,850.00	\$1,750.00	\$3,800.00	\$19,950.00	\$375.84	\$4,674.16	\$25,000.00	36	12
Lower Hole Creek	4		2	\$2,850.00	\$1,750.00	\$3,800.00	\$19,000.00	\$182.70	\$1,500.00	\$20,682.70	21	10
Anza Creek	24	15		\$2,850.00	\$1,750.00	\$3,800.00	\$94,650.00	\$1,044.00	\$6,240.00	\$101,934.00	20	60
Anza Creek SARCCUP Ext.	24	15		\$2,850.00	\$1,750.00	\$3,800.00	\$94,650.00	\$1,044.00	\$6,240.00	\$101,934.00	20	60
Old Ranch Creek	24	30		\$2,850.00	\$1,750.00	\$3,800.00	\$120,900.00	\$1,566.00	\$8,640.00	\$131,106.00	24	75
Hidden Valley Creek	7			\$2,850.00	\$1,750.00	\$3,800.00	\$19,950.00	\$3,050.00	\$2,000.00	\$25,000.00	35	
Waterman Basins Riparian	26			\$2,850.00	\$1,750.00	\$3,800.00	\$74,100.00	\$1,392.00	\$24,508.00	\$100,000.00	40	40
Lower Cactus Basins #2	12			\$2,850.00	\$1,750.00	\$3,800.00	\$34,200.00	\$548.10	\$7,800.00	\$42,548.10	35	18
Waterman Basins Alluvial	15			\$2,850.00	\$1,750.00	\$3,800.00	\$42,750.00	\$730.80	\$6,519.20	\$50,000.00	35	24
SAR River Corridor (1.4 miles X 200 feet)	48			\$2,850.00	\$1,750.00	\$3,800.00	\$136,800.00	\$978.75	\$8,640.00	\$146,418.75	15	75
SBVMWD Facilities				\$2,850.00	\$1,750.00	\$3,800.00	\$40,000.00	\$2,000.00	\$8,000.00	\$50,000.00		
Restoration Planting - Hidden Valley	8.5			\$2,850.00	\$1,750.00	\$3,800.00	\$24,225.00	\$761.25	\$0.00	\$24,986.25	35	25
Restoration Planting - Anza Creek	8.5			\$2,850.00	\$1,750.00	\$3,800.00	\$24,225.00	\$761.25	\$0.00	\$24,986.25	35	25
<b>Totals</b>	<b>229</b>	<b>60</b>	<b>2</b>				<b>\$805,250.00</b>	<b>\$15,617.89</b>	<b>\$98,728.16</b>	<b>\$919,596.05</b>		



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 5, 2024  
**TO:** Board of Directors  
**FROM:** Rocky Welborn, Director of Engineering  
**SUBJECT:** **ADOPT RESOLUTION ADOPTING UPDATED CAPACITY CHARGES AND SERVICE INSTALLATION CHARGES AND ADOPT ORDINANCE UPDATING WATER SERVICE RULES AND REGULATIONS**

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**MEETING HISTORY:**

08/28/24 Finance Committee REFERRED TO BOARD

**MEETING HISTORY:**

03/05/2024 Finance Committee – Presentation as an informational item  
 03/21/2024 Board Meeting – Presentation as an informational item

**BACKGROUND:**

Capacity Charges and Service Installation Charges are the fees that the District has established for new connections to our water system to “buy-in” to our system and covers the shared components of our total system, such as the wells, transmission mains, reservoirs, and pump stations, as well as the proportionate share of new facilities that will be built to serve new connections, as well as the time and material to connect to the system. The Capacity Charges and Service Installation Charges imposed represent a proportionate share of the cost of facilities necessary to provide system capacity to a new connection. They are usually paid by developers at the time of property development.

Government Code Section 66013(b)(3) defines a “Capacity Charge” to mean a “charge for public facilities in existence at the time a charge is imposed or charges for new public facilities to be acquired or constructed in the future that are of proportional benefit to the person or property being charged. Section 66013(b)(5) defines a “Fee” such as the Service Installation Charges as a fee for the physical facilities necessary to make a water connection or sewer connection, including, but not limited to, meters, meter boxes, and pipelines from the structure or project to a water distribution line or sewer main, and the estimated reasonable cost of labor and materials for installation of those facilities bears a fair or reasonable relationship to the payor’s burdens on, or benefits received from, the water connection or sewer connection.

In August 2012, the Board of Directors adopted Ordinance 74 amending the Water Service Rules and Regulations and creating Article 20, “Schedule of Charges.” Which established the miscellaneous engineering and development fees and charges. Article 20 has been updated several times to reflect increases in fees, charges and fines for violations of the Regulations, ultimately

extracting the contents of Article 20 to Exhibit “C” of the Water Service Rules and Regulations.

In June 2021, the Board of Directors of the District adopted by Resolution No. 2021-11 the 2021 Development Impact Fee (or Capacity Charge) Study and adjusted the District’s Capacity Charge per equivalent dwelling unit (EDU).

In March 2024, this item was presented to the Board of Directors for informational purposes. Following that meeting, Staff consulted with legal counsel and made minor revisions to the document. These changes included replacing the term “Development Impact Fee” with “Capacity Charge” throughout the report, removing references to California Code sections 66001 and 66008 from the Legal Framework section, adding language in Chapter 3 to further justify for use of the Replacement Cost New (RCN) asset valuation methodology, and including an appendix listing of Capital Improvement Plan projects with a breakdown of each project’s allocation between current and future customers.

In addition to the mentioned revisions from legal counsel, Staff is also recommending the following modifications to Exhibit “C”:

- Clarifications to descriptions of fee wording
- Update of deposits amounts to reflect increased costs of materials including meters, valve box and appurtenances
- Removing deposit fees categories that are no longer leveraged by developers
- Increasing costs for certain inspections and meter service installation charges to reflect the increased costs of meters
- Modifying the backflow prevention assembly charges to reflect actual costs
- Removal of a per linear foot inspection fees, in lieu of project specific inspection fee estimates
- Updating of the shutoff notice fee language to reflect recent regulatory requirements
- Increasing fines for violations of the Water Service Rules and Regulations to account for inflationary conditions
- Adding a new fine for unauthorized operation of the Districts’ distribution and transmission valves

### **DISCUSSION:**

In August 2023, Robert D. Niehaus, Inc. (RDN) was contracted by the West Valley Water District (District) to prepare a 2024 Capacity Charge Update Study (Study) based on the adopted 2020 Water Facilities Master Plan (WFMP) and change in the District’s financial landscape since the completion of the 2021 Development Impact Fee Study. The purpose of the WFMP is to determine the future water demands and supply requirements, and to identify the water facilities needed to produce, deliver, store and transport that supply to the District’s customers. Capacity Charges are primarily intended to recover the funds needed to support the Capital Improvement Project costs for expansion.

Attached as **Exhibit A** is a copy of the prepared 2024 Capacity Charge Update Study. The main goals of the Update are to:

- Ensure compliance with state regulations regarding capacity charges,
- Update the current capacity charge based on increase capacity required to serve new

connections,

- Evaluate the current fire capacity charges and recommend updated charges for the new connections with fire requirements,
- Provide a revenue analysis of recommended Capacity Charges and Fire Capacity Charges

Attached as **Exhibit B** is a copy of the Resolution adopting the 2024 Capacity Charges Update Study. This Study provides a summary of recommendations to recover sufficient revenues to accommodate necessary system growth.

Attached as **Exhibit C** is a copy of Water Service Regulations Exhibit “C” with track changes showing the updated Capacity Charges and staff recommended revisions. Because these revisions include increases to certain miscellaneous fees in addition to the Capacity Charges and Service Installation Charges, these revisions will be adopted only after a noticed public hearing.

### **FISCAL IMPACT:**

The Fiscal Impact will be based on recommendation and approval of the Board of Directors.

### **STAFF RECOMMENDATION:**

Staff recommends that the Committee forward a recommendation to the Board of Directors to:

1. Conduct a Public Hearing;
2. Adopt a Resolution of the Board of Directors of the West Valley Water District adopting the District’s Updated Capacity Charges and Service Installation Charges;
3. Adopt an Ordinance of the Board of Directors of the West Valley Water District updating Article 20, Schedule of Charges, of the Water Service Regulations; and
4. Authorize the General Manager to execute all necessary documents related to implementing the recommendations of the Study.

### **ATTACHMENT(S):**

1. Exhibit A - 2024 Capacity Charge Update Study
2. Exhibit B - Resolution Adopting Capacity Charges
3. EXHIBIT C - Ord amending Rules - w track changes (BBK updates re\_ SB 998 8.19.24)-c1

# EXHIBIT A

# **WEST VALLEY WATER DISTRICT**

## **2024 Capacity Charge Update**

### **Final Report**

**July 26, 2024**







# **WEST VALLEY WATER DISTRICT 2024 CAPACITY CHARGE UPDATE**

## **FINAL REPORT**

Prepared for:

West Valley Water District  
855 W. Base Line  
Rialto, CA 92377

Prepared by:

ROBERT D. NIEHAUS, INC.  
140 East Carrillo Street  
Santa Barbara, CA 93101  
(805) 962-0611

RDN Project Number 350





July 26, 2024  
Ms. Linda Jadeski  
Assistant General Manager  
West Valley Water District  
855 W. Base Line  
Rialto, CA 92377

**Subject: 2024 Water Capacity Charge Update**

Dear Ms. Linda Jadeski,

Robert D. Niehaus, Inc. (RDN) is pleased to provide this 2024 Capacity Charge Update Report (Report) for the West Valley Water District (WVWD or District). This study includes an extensive review of the District's Charge calculation methodology, and derivation of an updated Charge for the District's consideration.

Most of the information used in the Charge calculation was taken from the 2020 Water Facilities Master Plan (2020 WFMP) created by AKEL Engineering Group in April, 2020. However, this Study updates key variables that have significant impacts on the resulting Charge. The key variables updated for this Report are system asset value, capital expenses for future growth, outstanding debt principle, cumulative Capacity Charge revenue, current capital reserves, future system capacity and current system-wide Equivalent Dwelling Units (EDU).

It has been an absolute pleasure to work with your District. We thank you and other District Staff for the support provided during this study.

Respectfully submitted,

A handwritten signature in blue ink that reads "Robert D. Niehaus".

Robert D. Niehaus, Ph.D.  
Managing Director/Principal Economist

Anthony Elowsky, M.A.  
Project Manager



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## EXECUTIVE SUMMARY

### Purpose of Study

Robert D. Niehaus (RDN) was engaged by West Valley Water District (WVWD, District) to review and update the District's Capacity Charges. WVWD last updated its Charges in 2021. The current Charges require an update to accurately reflect the current asset value and costs of future expansion projects.

RDN began the study by reviewing the District's most up-to-date financial, engineering, and planning documents. RDN reviewed all items and data sources submitted by the District and ensured the recommended Charges meet the following objectives:

- Ensure compliance with state regulations regarding Capacity Charges,
- Update the current Capacity Charge based on increased capacity required to serve new development,
- Evaluate the current fire capacity charges and recommend updated charges for the new connections with fire requirements,
- Provide a revenue analysis of recommended Capacity Charges and Fire Capacity Charges,

### Current Capacity Charge

The District's current Capacity Charges were designed by RDN in 2021 utilizing the information presented in the 2020 Water Master Plan. RDN assessed the Charges based on each Equivalent Dwelling Unit (EDU), which represented a customer account with a 3/4 inch or smaller water meter. Since the 2021 study, the District has adjusted the impact Charge by 3.4 percent annually.

Table 1 shows the current Capacity Charges and fire service capacity charges by meter size.

*Table 1. Current Capacity Charges and Fire Service Capacity Charges*

Meter Size	Capacity Charge	Fire Service Capacity Charge
5/8" & 3/4"	\$15,818	-
1"	\$26,416	\$1,507
1-1/2"	\$52,467	\$3,013
2"	\$84,311	\$4,821
3"	\$158,182	\$9,040
4"	\$263,690	\$15,066
6"	\$527,220	\$30,133
8"	\$843,584	\$48,212
10"	-	\$69,305
12"	-	\$129,571



## Summary of Recommendations

Capacity Charges are primarily intended to recover both the District’s proposed Capital Improvement Program (CIP) costs for expansion identified in the 2020 WFMP, and utility rate payers’ prior investment in capital facilities that support development by providing extra capacity for new connections. After extensive review of the previous study, 2020 WFMP, District asset lists, recent CIP lists, and other updated data provided by the District, RDN derived the updated Capacity Charge for the District to consider.

RDN made the following assumptions when determining the updated Impact Charge:

- Include all outstanding CIP costs attributed to future growth identified in the 2020 WFMP,
- Escalate system asset values to today’s dollar value by using the Los Angeles Construction Cost Index (CCI) published by Engineering News Record (ENR),
- Identify the current system capacity and the buildout capacity by function to accurately compute Charges for the Buy-in component and the Incremental Cost component of the Capacity Charge,
- Use 670 gallons per day (gpd), the unit of service per Equivalent Dwelling Unit (EDU) identified in the 2020 WFMP where applicable,
- Increase customer equitability by offsetting charges with debt service principal payments, developer funded projects, and Capacity Charge revenues,
- Develop Fire Capacity Charges by isolating the extra capacity in the system’s infrastructure required for fire requirements.

The recommended Charges outlined in this report were developed using industry standard methodologies elaborated by American Water Works Association (AWWA) Principles of Water Rates, Charges, and Charges – Manual of Water Supply Practices (M1). For this update, replacement costs are used to value the system assets without depreciation (Replacement Cost New, RCN).

For the recommended Charges, RDN used the following formula to compute the base Charge of 3/4 inch and smaller meter.

$$\left( \frac{(\text{Replacement Cost of Assets} \pm \text{Adjustments})}{\text{Current Capacity}} \times \frac{\text{gpd}}{\text{edu}} \right) + \left( \frac{\text{CIP Cost for Expansion}}{\text{Added Capacity}} \times \frac{\text{gpd}}{\text{edu}} \right)$$

This formula provides for adjustments such as exclusion of the principal on existing debt and revenues collected from Capacity Charges, and inclusion of the capital reserve balance in the total Buy-in asset value calculation represented by the numerator. The adjusted asset value (allowable asset value) was divided by the current system capacity, resulting in a unit cost of the capacity. The unit cost was multiplied by 670 gpd defined as a per EDU demand in the 2020 WFMP for the base meter. The same calculation was repeated for the CIP cost component and the Charges were summed together to compute a total Capacity Charge per EDU. The following tables show the updated Capacity Charges by meter size. The Charges for larger meters were scaled up from the base Charge using the AWWA capacity ratios.

Fire Capacity Charge is computed by assessing the extra capacity needed to serve customers in fire emergencies. The 2020 WFMP indicated that the fire requirements only apply to infrastructure associated with storage and pipes. RDN separated the fire service capacity from the total capacity of these systems and applied an applicable unit of service to calculate the charges. Since the fire capacity is also a requirement of public hydrants, RDN reallocated the share of the public hydrant’s costs back to the Capacity Charge calculation.

Replacement Cost New (RCN)

The updated Charge maintains the Replacement Cost New (RCN) method to calculate the system asset value. The replacement costs are calculated by escalating the original purchase cost to current-day dollars, but no accumulated depreciation is subtracted from the asset value. This methodology fairly compensates the existing customers for carrying the costs of the excess capacity built into the system which is readily available for new customers to join. The total projected Capacity Charge revenue by 2046 is \$270 million. No change in overall methodology is proposed under this update. Table 2 displays the update Capacity Charges for each meter size.

*Table 2. Updated Capacity Charge Schedules*

Meter Size	Capacity Charge	Fire Service Capacity Charge
5/8" & 3/4"	\$16,734	-
1"	\$27,946	\$1,363
1-1/2"	\$55,725	\$2,725
2"	\$89,193	\$4,360
3"	\$167,341	\$8,176
4"	\$278,958	\$13,626
6"	\$557,748	\$27,252
8"	\$892,430	\$43,603
10"	-	\$62,680
12"	-	\$117,184

The District currently charges single family dwellings constructed on lots of less than 10,000 sq.ft., which are required to install 1-inch meter to meet fire requirements, a Capacity Charge of a ¾ inch meter plus a 1 inch meter Fire Capacity Charge instead of paying the Charge for the 1 inch meter. RDN accepts this approach to be fair and equitable considering the service requirements for such dwelling units would never exceed those of ¾ inch meter.

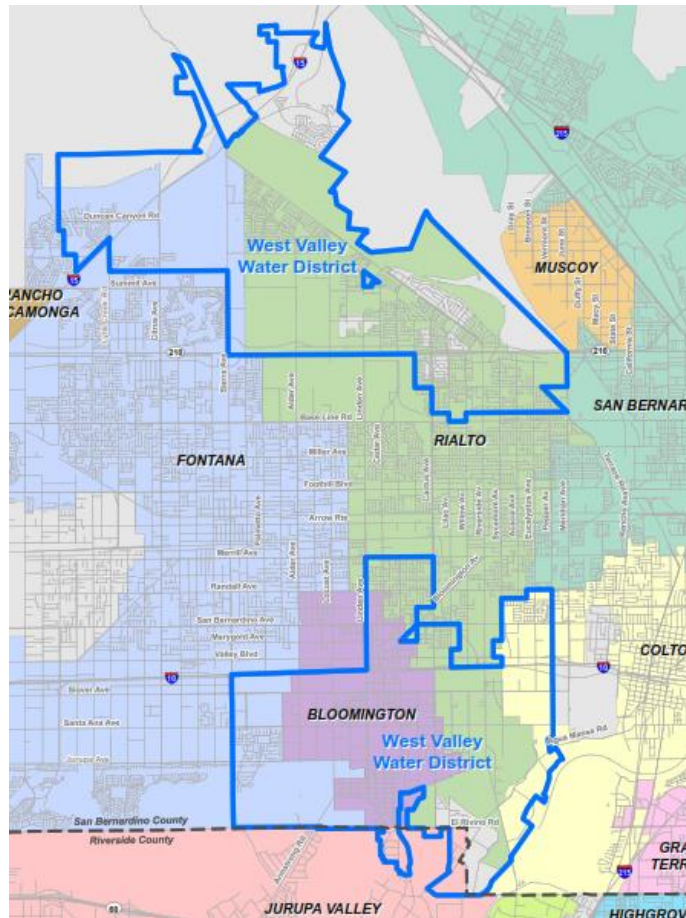
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# 1. INTRODUCTION

## District Overview

The West Valley Water District (WVWD or District) is a Special District governed by a five-member Board of Directors which provides water service to a population of 83,902 people through 22,033 connections in San Bernardino and Riverside Counties. The 32 square-mile service area encompasses parts of the Cities of Rialto, Bloomington, Colton, Fontana, Jurupa Valley, and some unincorporated areas in San Bernardino and Riverside Counties. Residential customers make up approximately 93 percent of the District’s customers. District facilities include 21 groundwater wells with a pumping capacity of approximately 42,000-acre feet per year (AFY), over 375 miles of pipeline, 25 storage tanks with a total storage capacity of 72 million gallons (MG), and 3,204 fire hydrants. The District’s water supply sources include groundwater basins such as Lytle Creek Basin, Bunker Hill Basin, and Rialto Colton Basin, and two sources of surface water including Lytle Creek and the State Water Project. The future water demand used for this study was based on the 2020 WFMP. Figure 1 shows WVWD’s current service area.

Figure 1. West Valley Water District Service Area



## Charge Terminology

“Capacity Charge” is commonly used terminology to describe system development charges imposed on new customers. There are other names commonly used by utilities such as Development Impact Fees, Connection

Charges, and Capital Recovery Charges. Though they all mean the same thing and are used for the same purpose, the variety of terms often creates confusion. In this Report, RDN uses “Capacity Charge” as the term for a system development charge, a one-time charge paid by a new water system customer for its system capacity.

## Legal Framework

This section of the report describes the legal framework that was considered in the update of the Capacity Charges to ensure that the calculated Capacity Charges provide a fair and equitable allocation of costs to current and future customers.

### [California Code 66013](#)

(a) Notwithstanding any other provision of law, when a local agency imposes Charges for water connections or sewer connections, or imposes Capacity Charges, those Charges or charges shall not exceed the estimated reasonable cost of providing the service for which the Charge or charge is imposed, unless a question regarding the amount of the Charge or charge imposed in excess of the estimated reasonable cost of providing the services or materials is submitted to, and approved by, a popular vote of two-thirds of those electors voting on the issue.

“Capacity Charge” means a charge for public facilities in existence at the time a charge is imposed or charges for new public facilities to be acquired or constructed in the future that are of proportional benefit to the person or property being charged, including supply or capacity contracts for rights or entitlements, real property interests, and entitlements and other rights of the local agency involving capital expense relating to its use of existing or new public facilities. A “Capacity Charge” does not include a commodity charge.

(c) A local agency receiving payment of a charge as specified in paragraph (3) of subdivision (b) shall deposit it in a separate capital facilities fund with other charges received, and account for the charges in a manner to avoid any commingling with other moneys of the local agency, except for investments, and shall expend those charges solely for the purposes for which the charges were collected. Any interest income earned from the investment of moneys in the capital facilities fund shall be deposited in that fund.

## Economic Framework

The simplest and most succinct economic justification for Capacity Charges is the idea that “growth-pays-for-growth,” Essentially, stating that customers who benefit from a service should be the ones who pay for that service. The AWWA Manual M26 states: “the purpose of designing customer-contributed [connection Charges] is to prevent or reduce the inequity to existing customers that results when these customers must pay the increase in water rates that are needed to pay for added plant costs for new customers.” To effect fair distribution of the value of the system, Capacity Charges should reflect a reasonable estimate of the cost of providing capacity to new users and not disproportionately burden existing users through a rate increase.

Additionally, according to Neslon<sup>1</sup>, “Local public officials are coming to accept that underpricing of facilities leads to their inefficient use. Development is less intense, more spread out, and more wasteful of facilities when it does not have to pay the full cost of the facilities to which it connects and uses.” By allowing new development to pay for its full share of the cost of providing new facilities, local officials use market principles to determine when new development is feasible.

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<sup>1</sup> Nelson, Arthur C. 1995. System development charges for water, wastewater and stormwater facilities. CRC Press.

Capacity Charges should also meet rational nexus criteria to assure maximum reasonable acceptance by the development community, local government elected and administrative officials, and courts. At the heart of the rational nexus test is the concept of "proportionate share," which can be defined as that component of the cost of existing and future system improvements that is reasonably related to the demands of new development.

## Key Assumptions

The asset values utilized in this report have been adjusted to reflect the most recent data release by the Engineering News Record (ENR) Los Angeles Construction Cost Index (CCI), with a reference date of January 1, 2024. Growth projections and capacity estimates were calculated using data presented in the 2020 WFMP. Additionally, capital projects for expansion scheduled between FY 2018 and FY 2023 were moved to the current asset list upon District confirmation of their execution.

## Water Demand per Equivalent Dwelling Unit (EDU)

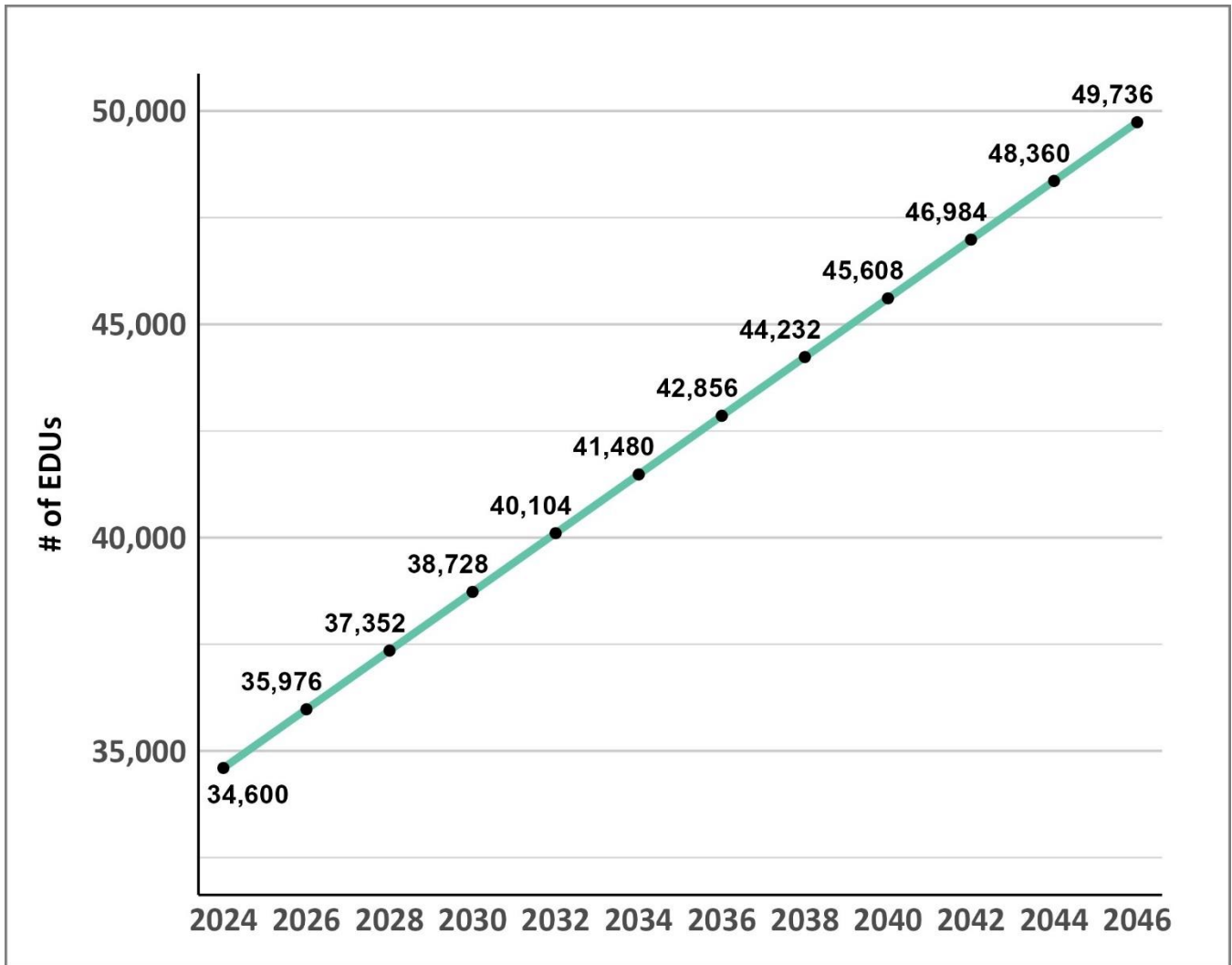
The water demand per EDU at 670 gallons per day (gpd) was used as a base demand of future customers in the 2020 WFMP. This is based on the demand of 212 gallons per capita per day (gpcd) multiplied by a typical household size (3.16) in the region. This amount accounts for water losses and occupancy vacancies identified in the 2020 WFMP.

## EDU Growth

The projected EDU count for the build-out in the 2020 WFMP is 49,736. The EDU count used in the previous study was estimated at 32,308 in FY 2021. The District provided EDU growth data which was utilized to estimate the current EDU count of 34,600 for FY 2024.

Figure 2 displays projected EDU growth between the current (2024) and buildout (2046).

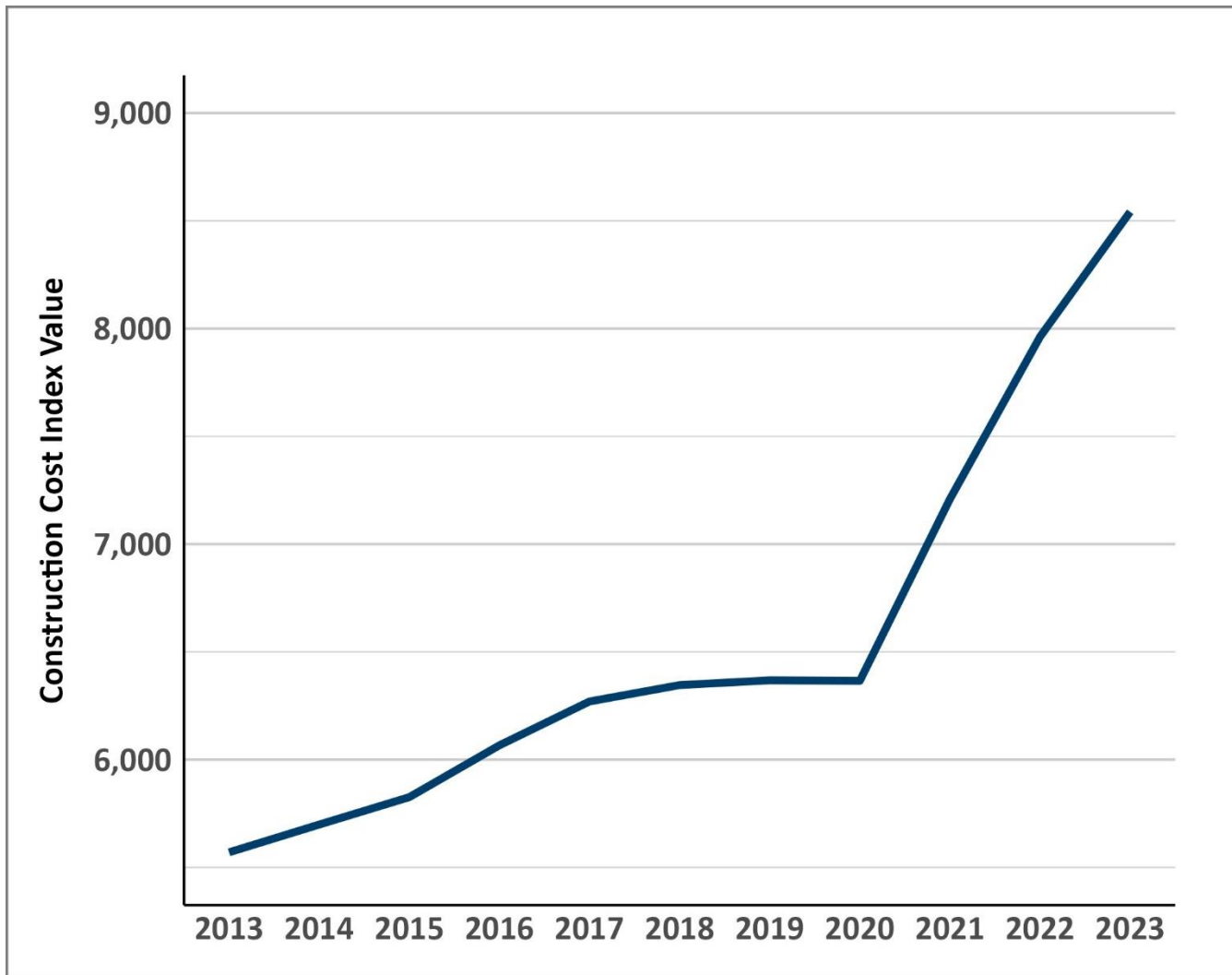
Figure 2. Projected EDU Growth, Current (2024) to Buildout (2046)



### Construction Cost Index

RDN escalated the costs of replacing existing system assets using the Los Angeles CCI published by Engineering News Record. The CCI is based on current costs for construction inputs such as labor, steel, cement, and lumber in the Los Angeles area. Figure 3 shows the indexed change in construction costs between 2013 and the current (2023).

Figure 3. Historic Los Angeles Construction Cost Index



### Equivalent Meter Ratios

Capacity requirements placed on the water system can be measured by the size of installed meters which receive services from the system. The safe operating flow (or capacity) of a particular size of meter is essentially the limiting factor in terms of the demand that can be exerted on the water system through the meter. The ratio of the safe operating capacity of various sizes of meters relative to the capacity of a base meter may be used to determine appropriate charges for the larger meter sizes<sup>2</sup>. It is the District’s policy to consider all meters that are 3/4-inch and smaller as a base meter (equal to one equivalent meter). The capacity ratio for larger meters is calculated using the meter capacity requirements provided in the AWWA M1.

<sup>2</sup> From “Principles of Water Rates, Charges, and Charges” by American Water Works Association, 2017, Seventh Edition, Appendix B, p. 385.



*Table 3. AWWA Equivalent Meter Ratios*

Meter Size	Meter Capacity Ratio
5/8" & 3/4"	1.0
1"	1.7
1-1/2"	3.3
2"	5.3
3"	11.7
4"	20.0
6"	41.7
8"	60.0
10"	76.7
12"	143.3

## 2. METHODOLOGY

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The Capacity Charge was developed using guidelines set forth by the AWWA M1. The two primary methods outlined in the M1 used to calculate Capacity Charges are the Buy-in and the Incremental Cost methods. The Buy-in method recovers the cost of capacity in those portions of the existing system in which there is still capacity available. The Incremental Cost method is a calculation of the Incremental Costs of additional system capacity needed to add to serve new development. There is also a hybrid approach in which these two methods are combined. The combined approach is most often used when the system has some capacity left to take on new customers, but additional capacity is also needed to serve projected growth in the planning horizon. RDN maintained the current methodology, the combined approach, as it is most appropriate for the WVWD's Charge calculation. In this section each method is described in detail and the rationale is provided for selecting the combined approach for the District's Capacity Charge calculation.

### Buy-in Method

Under the Buy-in method, new development purchases a share of capacity proportionate to the development's estimated demand. This method is typically used when the existing water system has the capacity to accommodate increased demand without large investment in capital projects. There are four generally accepted methods used to determine the existing system value:

- **Original Cost** – asset cost in the year of construction
- **Original Cost less Depreciation** – original cost subtracting the accumulated depreciation of system assets
- **Replacement Cost New (RCN)** – original cost escalated to current dollars using a construction cost index. This method reflects the cost of replicating the existing system.
- **Replacement Cost New less Depreciation (RCLD)** – replacement cost new of existing system subtracted by the accumulated depreciation. This method reflects the current costs of replacing system assets while adjusting the valuation to reflect the remaining life of current assets.

### Incremental Cost Method

While the Buy-in method is used when the system has sufficient capacity for additional development, the Incremental Cost method is most appropriate when current system capacity is not capable of serving new development without significant investment in new facilities. Under this methodology all of the costs of future system expansion are allocated to new customers. This method requires a detailed long-term capital improvement plan (CIP) that clearly identifies the proportion of project cost contributing to expansion of the system

### Combined Approach

For systems that have the capacity to serve new development in the short-run but require investment in capacity-expanding facilities in the long-run, a combination of Buy-in and Incremental Cost methods is considered. Capacity Charges developed under the combined method reflect the value of the existing system and expansion related CIPs.

**Proposed Approach**

According to the 2020 WFMP, the current system holds some remaining capacity to accommodate new customers. The District anticipates rapid expansion of roughly 15,000 additional EDUs over the 2024-2046 period. RDN recommends Capacity Charges for the District be calculated based on the combined approach. This approach captures the significant investment made into the existing system by current customers and the cost of capital improvement projects scheduled for expansion. Figure 4 displays the summarized formula used to calculate the District’s Charges under the combined approach.

*Figure 4. Combined Approach, Capacity Charge Calculation Methodology for WWWD*



### 3. CHARGE CALCULATION

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RDN first evaluated which assets are eligible for inclusion in the Capacity Charge calculation. It is common Charge setting practice to only include the asset value of the backbone infrastructure in the system. To calculate the Capacity Charges, RDN allocated each asset between eight major service functions using the pertinent asset value and system capacity specific to each function. The functions include source of supply, treatment, storage, pumping, pipes, general plant, water rights, and land. Asset values were adjusted by taking out the assets funded by developers, grants, and other non-rate funding sources. Additionally, adjustments were made to the system asset values to avoid double charging new customers for costs they will inherit in their rates once they join the system. The capital reserve fund was then included in the asset list as a viable asset. The asset value after these adjustments is denoted as “allowable asset value” in this Report. The allowable asset value is divided by the corresponding system capacity, resulting in a unit cost of the capacity. The unit cost was multiplied by 670 gpd defined as per EDU demand in the 2020 WFMP, or other unit of services per EDU applicable to the specific function. The same calculation was repeated for the Incremental Cost component and the Charges were summed together to compute a total Capacity Charge per EDU. The following section describes each of these components in detail.

#### System Value

##### Current System Asset Valuation (Buy-in Component)

The District provided RDN with a comprehensive fixed asset list containing over 2,000 items with acquisition dates between 1961 and 2022. The asset list included information such as asset number, system function, useful life, and original purchase date of each asset.

RDN maintained the current Buy-in methodology, utilizing the Replacement Cost New (RCN) method to calculate system value. Under this methodology the allowable asset value reflects the cost of replacing the backbone system in today’s dollars. The RCN valuation method was chosen to reflect the true cost of replacing assets at current prices and to fully capture the economic impacts of replacing old infrastructure. Each asset’s original cost is multiplied by the percent change in LA CCI between the asset’s purchase date and the implementation date of the new Charges. The RCN method does not account for accumulated depreciation of assets, meaning that even fully depreciated assets are valued at full replacement cost. The allowable asset value, after adjustments described in the following section, totals approximately \$214 million.

Table 4. Replacement Cost New Allowable Asset Value

Asset Function	RCN	Capacity Revenue Adj.	Debt Service	Capital Reserves	Allowable Asset Value
<b>Source of Supply</b>	\$37,924,877	\$11,527,186	\$3,188,596	\$1,659,208	\$24,868,304
<b>Treatment</b>	\$66,928,828	\$20,342,875	\$5,627,151	\$2,928,127	\$43,886,930
<b>Storage</b>	\$51,998,254	\$15,804,758	\$4,371,839	\$2,274,917	\$34,096,573
<b>Pumping</b>	\$26,634,808	\$8,095,593	\$2,239,365	\$1,165,269	\$17,465,119
<b>Pipes</b>	\$97,048,314	\$29,497,628	\$8,159,497	\$4,245,851	\$63,637,040
<b>General Plant</b>	\$18,102,795	\$5,502,306	\$1,522,022	\$791,995	\$11,870,462
<b>Water Rights</b>	\$15,736,094	\$4,782,952	\$1,323,038	\$688,452	\$10,318,555
<b>Land</b>	\$11,996,965	\$3,646,452	\$1,008,665	\$524,866	\$7,866,714
<b>Total</b>	<b>\$326,370,934</b>	<b>\$99,199,751</b>	<b>\$27,440,173</b>	<b>\$14,278,685</b>	<b>\$214,009,696</b>

### Adjustments

#### Outstanding Debt Principal

The District currently makes payments on three loans: water participation rights, debt service used to fund construction of WVWD's Hydroelectric Plant, and the Series 2016A bond. These three debts have a cumulative outstanding principal of **\$27.4 million** as of FY 2024. New customers will start making payments through their water rates once they join the system, thus it is necessary to subtract the amount from the Charge calculation to avoid new customers paying once with a new connection, and paying again on their water bill.

#### Revenues from Capacity Charges

Previously collected Capacity Charge revenue was subtracted from the District's total asset value because the revenue was not generated through existing customers' rates. These revenues should not be included in the asset value calculation because the Charge a new customer pays is embedded into the property purchase price, which comes with the water service and related infrastructure. The value of this investment will continue to be included in the value of the house, thus the revenue generated from such Charges should not be recoverable either through water rates nor future Capacity Charges. When the customer sells the property, the value of the investment will be passed onto the next owner through the sale. Capacity Charge revenue represents a facet of property value rather than direct customer investment to the system. WVWD provided RDN with a comprehensive list of Capacity Charge revenue between FY 1985 to FY 2024, totaling roughly **\$99.2 million**.

#### Capital Reserves

The third and final adjustment is the addition of the District's Capital Reserves to the asset value calculation. The District's current capital reserve balance is **\$14.2 million**. This amount was added to the calculation as an allowable system asset value.

### Capital Improvement Projects for Expansion (Incremental Cost Component)

To calculate the Incremental Cost component, RDN utilized the extensive capital improvement plan in the 2020 WFMP for the planning period (FY2019 – FY2046). Similar to the method used for the Buy-in component, RDN first

assigned the CIP projects to one of seven system functions including source of supply, treatment, pumping, valves, pipes, storage, and land. All scheduled CIPs in the 2020 WFMP were clearly classified as either existing or future (expansion) projects. RDN confirmed that future projects are all expansion related, thus should be included in the Charge calculation. RDN also confirmed the status of project execution with District staff. The fully executed projects scheduled between FY 2019 and FY 2023 in the 2020 WFMP were moved to the current asset list while the projects scheduled but not yet executed were kept in the future projects. Construction cost estimates from the 2020 WFMP were escalated to today’s dollars based on the percent change in the LA CCI between December 2020 and December 2023. The cost of expansion related capital improvement projects totaled \$291 million. Table 5 shows the total expansion costs for each system function included in the asset value calculation.

*Table 5. Capital Improvement Costs for Expansion by System Function*

Function	Total Expansion
Source of Supply	\$18,036,801
Treatment	\$99,127,982
Pumping	\$41,900,427
Valves	\$558,207
Pipes	\$53,894,621
Storage	\$74,648,135
Land	\$3,147,966
<b>Total</b>	<b>\$291,314,140</b>

**System Capacity**

System capacity was measured individually for each function in order to compute a unit cost for system capacity. RDN assessed the current system capacity for the Buy-in component and the additional capacity expected to be produced by capital expansion for the incremental cost component. RDN also computed the capacity of the system required for the fire service to develop Fire Capacity Charges. A Fire Capacity Charge is computed by assessing the extra capacity needed to serve in times of fire emergencies. In the 2020 WFMP, it indicated that the fire requirements only apply to two functions, storage and pipes. The fire capacity serves the capacity demand placed by private fire protection service accounts and public hydrants. After the asset costs of the fire capacity were identified, RDN reallocated the costs of the public hydrants back to the Capacity Charge calculation. The 2020 WFMP indicated that the storage fire capacity requirement for the current and future combined is 5.58 million gallons (mg). The District’s storage capacity is currently 72.1 percent of the total capacity at the build-out. RDN applied this percentage to the total requirement of 5.58 mg to estimate the current fire capacity in the system. The remaining capacity was allocated to the Incremental Cost component as additional capacity produced by the CIPs for expansion. Fire capacity for pipes were computed by taking the difference in the water demand between Peak Hour Day (PHD) and Peak Day Demand (PDD). Based on this calculation RDN allocated approximately 60 percent of the total cost to the Capacity Charge calculation and the remaining 40 percent to the Fire Capacity Charge calculation. RDN assumed that the current system pipes are sufficient to serve the District’s existing customers and additional pipes scheduled to be installed will accommodate new development’s required demand. Each of these costs are then divided by the current EDUs or the additional EDUs for the Buy-in and the Incremental Cost component, respectively. The capacity of other system functions such as general plant, water rights, and land

are calculated using the current EDUs for the current capacity and the EDU growth between the current and the build-out for the Incremental Cost component.

**Unit of Service**

Once the unit costs were calculated for the source of supply, treatment, and pumping functions, they were multiplied by the unit of service (670 gpd) to compute the base Charge for each function. RDN computed gallons of water available for each EDU for the storage function at the current capacity by taking the current total capacity less the fire capacity and dividing it by the current EDUs. For the Incremental Cost component, RDN used the average of water availability per EDU at two points in time, the current period and build-out, and defined it as a unit of service for the storage function.

**Charge Calculation**

Charge calculations inherently have a certain amount of latitude so that Charges can reflect local contingencies rather than be intractable in their application. The variations included here primarily signify differences in asset value calculation for the Buy-in component.

$$\left( \frac{\text{Replacement Cost of Assets} \pm \text{Adjustments}}{\text{Current Capacity}} \times \frac{\text{gpd}}{\text{edu}} \right) + \left( \frac{\text{CIP Cost for Expansion}}{\text{Added Capacity}} \times \frac{\text{gpd}}{\text{edu}} \right)$$

**Buy-in Component**
**Incremental Cost Component**

Table 6 presents a summary of Capacity Charge and Fire Capacity Charge calculation for the Buy-in component.

*Buy-in Component*

**Table 6. Updated Capacity Charge Calculation – Buy-in**

Asset Function	Allowable Asset Value	Current Capacity	Capacity for Fire Service	Unit Cost	Unit of Service	Fire Unit of Service	Unit	Capacity Charge per EDU	Fire Capacity Charge per EDU	Reallocation of Public Fire Costs	Total Capacity Charge
Source of Supply	\$24,868,304	41,500,000		\$0.60	670		GPD	\$401.49	0		
Treatment	\$43,886,930	43,000,000		\$1.02	670		GPD	\$683.82	0		
Storage	\$34,096,573	67,972,500	4,103,500	\$0.47	1,965	39,76740773	Gallons	\$929.35	\$18.81		
Pumping	\$17,465,119	45,402,240		\$0.38	670		GPD	\$257.73	0		
Pipes	\$63,637,040	36,237,200	25,366,040	\$1,081.90	1	187.7261132	EDU	\$1,081.90	\$187.73		
General Plant	\$11,870,462	34,600		\$343.08	1		EDU	\$343.08			
Water Rights	\$10,318,555	34,600		\$298.23	1		EDU	\$298.23			
Land	\$7,866,714	34,600		\$227.36	1		EDU	\$227.36			
<b>Total</b>	<b>\$214,009,696</b>							<b>\$4,222.97</b>	<b>\$206.54</b>	<b>\$725.08</b>	<b>\$4,948.04</b>

Table 7 shows the summary calculation for the Incremental Cost component.

*Incremental Cost Component*



Table 7. CIPs for Expansion (Incremental Cost)

System Function	Total Expansion	Current Capacity	Capacity for Fire Service	Unit Cost	Unit of Service	Fire Unit of Service	Unit	Capacity Charge per EDU	Fire Capacity Charge per EDU	Reallocation of Public Fire Costs	Total Capacity Charge
<b>Source of Supply</b>	\$18,036,801	35,100,000		GPD	\$0.51	670		\$344.29			
<b>Treatment</b>	\$99,127,982	35,100,000		GPD	\$2.82	670		\$1,892.19			
<b>Pumping</b>	\$41,900,427	71,769,600		GPD	\$0.58	670		\$391.16			
<b>Valves</b>	\$558,207	17,562,800	12,293,960	GPD	\$21.69	1	\$5.31	\$21.69	\$5.31	\$5.31	\$5.31
<b>Pipes</b>	\$53,894,621	17,562,800	12,293,960	GPD	\$2,094.49	1	\$512.34	\$2,094.49	\$512.34	\$512.34	\$512.34
<b>Storage</b>	\$74,648,135	25,934,000	1,476,500	Gallons	\$2.72	1,953	\$34.28	\$5,317.94	\$93.37	\$93.37	\$93.37
<b>Land</b>	\$3,147,966	15,136		EDU	\$207.98	1		\$207.98			
<b>Total</b>	<b>\$291,314,140</b>							<b>\$10,269.74</b>	<b>\$611.02</b>	<b>\$1,516.32</b>	<b>\$11,786.06</b>

Figure 5 presents the total Charge, as a sum of both the Buy-in and Incremental portions. The recommended Charge is calculated using Replacement Cost New (RCN). Figure 6 shows the proposed Fire Capacity Charge.

Figure 5. Updated Capacity Charge



Figure 6. Updated Fire Capacity Charge

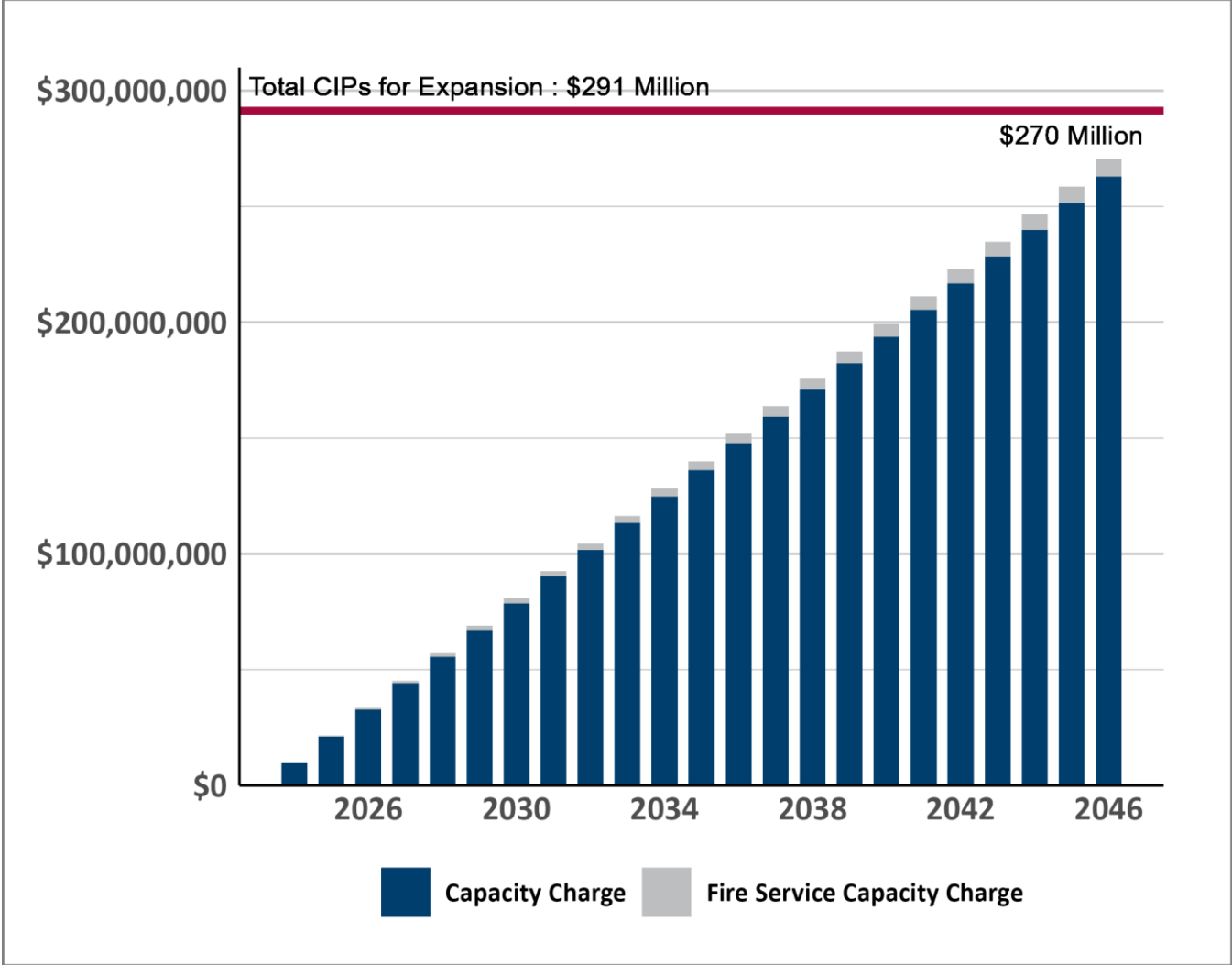


The Capacity Charge calculation for the base meter (3/4-inch and smaller) resulted in \$16,734. The recommended Charge will generate an additional \$262 million cumulative revenues from Capacity Charges and an additional \$8 million from the Fire Service Capacity Charge revenues, totaling \$270 million by FY 2046. The cumulative revenues generated through the updated Charge, when combined with the District’s current Capacity Charge revenue of \$99 million, sufficiently fund all expansion-related capital needs. This comprehensive funding approach ensures adequate resources for future development projects.

*Table 8. Capacity Charges and Fire Capacity Charges by Meter Size*

Meter Size	Safe Maximum Operating Flow	System Demand Factor	Capacity Charge	Fire Service Capacity Charge
5/8" & 3/4"	30 gpm	1.0	\$16,734	-
1"	50 gpm	1.7	\$27,946	\$1,363
1-1/2"	100 gpm	3.3	\$55,725	\$2,725
2"	160 gpm	5.3	\$89,193	\$4,360
3"	350 gpm	11.7	\$167,341	\$8,176
4"	600 gpm	20.0	\$278,958	\$13,626
6"	1250 gpm	41.7	\$557,748	\$27,252
8"	1800 gpm	60.0	\$892,430	\$43,603
10"	2300 gpm	76.7	-	\$62,680
12"	4300 gpm	143.3	-	\$117,184

Figure 7. Forecasted Revenues with Updated Charge



## 4. FINAL RECOMMENDATIONS

The District’s planned capital improvement project scheduled between FY 2024 and FY 2046 totals nearly \$300 million. Capacity Charge revenue is restricted and must be used to fund expansion-related capital costs. Without sufficient funding sourced from new development, funding the District’s growth through water rates could place massive burden on the current ratepayers. RDN updated the District’s Charges, which conform to State guidelines. The proposed Charges will increase Capacity Charge revenues and are proportional to the current system value and planned expenses of expansion-related capital improvements.

The updated study results in a Capacity Charge of \$16,734. RDN recommends that the District update the Capacity Charge each year to keep pace with construction cost inflation. The District can apply the annual adjustment (increase or decrease) in the ENR Los Angeles CCI. Additionally, we recommend that WVWD conduct a review of the Charge every four to five years or when there are significant changes in the physical system, planned capital projects, pace of new development, or other major changes. Table 9 illustrates the dollar change between the adjusted Charges effective July 1, 2024 and the proposed impact Charges for each meter size.

*Table 9. Dollar Change between Adjusted July 1, 2024 and Proposed Impact Charges*

Meter Size	July 1, 2024 (1) Capacity Charge	Proposed July 1, 2024 Capacity Charge	Dollar Change
5/8" & 3/4"	\$15,818	\$16,734	\$916
1"	\$26,416	\$27,946	\$1,530
1-1/2"	\$52,467	\$55,725	\$3,258
2"	\$84,311	\$89,193	\$4,882
3"	\$158,182	\$167,341	\$9,159
4"	\$263,690	\$278,958	\$15,268
6"	\$527,220	\$557,748	\$30,528
8"	\$843,584	\$892,430	\$48,846

Note: (1) Capacity Charges effective July 1, 2024, with 3.37% annual increase per adopted Resolution No. 2021-11.

## 5. APPENDIX (CIP LIST)

Project Number	Zone	Function	2023 Dollars	Existing Users	Future Users
Z8-R8-3A		8 Storage	\$107,348	10%	90%
LR-R3-5		8 Storage	\$2,556,213	0%	100%
Z3A-P1 a		3A Pipelines	\$46,965	100%	0%
Z3A-P1 b		3A Pipelines	\$145,590	100%	0%
Z7-PRV1		7 Pressure Reducing Valves	\$139,552	0%	100%
Z7-PRV4		7 Pressure Reducing Valves	\$139,552		
Z8-PS8-3		8 Pumping	\$3,781,317	0%	100%
W54		6 Source of Supply	\$201,277	80%	20%
Z6-PRV1		6 Pressure Reducing Valves	\$139,552		
Z6-PRV2		6 Pressure Reducing Valves	\$139,552	0%	100%
Z7-PRV2		7 Pressure Reducing Valves	\$139,552	0%	100%
Z7-PRV3		7 Pressure Reducing Valves	\$139,552	0%	100%
Sierra Ave Pipeline Capacity Increase		6 Pipelines	\$161,021		
Z7-P2		7 Pipelines	\$287,155	0%	100%
Z7-P16		7 Pipelines	\$334,119	0%	100%
Z7-P6		7 Pipelines	\$379,742	0%	100%
Z7-P11		7 Pipelines	\$454,885	0%	100%
Z7-P5		7 Pipelines	\$472,329	0%	100%
Z7-P7		7 Pipelines	\$555,523	0%	100%
Z7-P14		7 Pipelines	\$666,897	0%	100%
Z7-P8		7 Pipelines	\$833,285	0%	100%
Z7-P13		7 Pipelines	\$982,230	0%	100%
Z7-P16C		7 Pipelines	\$1,015,776	0%	100%
Z7-P3		7 Pipelines	\$1,098,970	0%	100%
Z7-P17		7 Pipelines	\$1,537,753	0%	100%
Z7-P4		7 Pipelines	\$1,618,264	0%	100%
Z7-P12		7 Pipelines	\$1,936,281	0%	100%
Z7-P9		7 Pipelines	\$2,014,108	0%	100%
Z7-P15		7 Pipelines	\$2,083,884	0%	100%
Z7-P1		7 Pipelines	\$2,129,507	0%	100%
Z7-P18		7 Pipelines	\$2,176,471	0%	100%
Z7-P10		7 Pipelines	\$3,304,962	0%	100%
Z7-PS7-3		7 Pumping	\$3,989,303	0%	100%
OPR WFF 16 mgd expansion Phase 1		5 Source of Supply	\$670,922	0%	100%
Z7-R7-5		7 Storage	\$8,689,783	0%	100%
Well 54 Deaeration Tank		6 Storage	\$442,809	100%	0%
Z6-P1		6 Pipelines	\$1,620,948	100%	0%
Z6-P2		6 Pipelines	\$119,424	100%	0%
Z4-PS4-3		4 Pumping	\$4,025,533	0%	100%
Cedar PI Pipeline Capacity Increase		3 Pipelines	\$112,715		
W41		2 Source of Supply	\$738,014	80%	0%
Z8-R8-3B		8 Storage	\$5,367,377	10%	90%
Z6-P7		6 Pipelines	\$236,165	0%	100%
Z6-P8		6 Pipelines	\$315,333	0%	100%

Z6-P12	6 Pipelines	\$324,726	0%	100%
Z6-P14	6 Pipelines	\$362,298		
Z6-P6	6 Pipelines	\$389,135	0%	100%
Z6-P11	6 Pipelines	\$407,921	0%	100%
Z6-P9	6 Pipelines	\$611,881	0%	100%
Prop. Acq. For R6-6	6 Others	\$701,785	0%	100%
Z6-P16	6 Pipelines	\$1,231,813	0%	100%
Z6-P4	6 Pipelines	\$1,611,555	0%	100%
Z6-P5	6 Pipelines	\$1,620,948	0%	100%
Z6-P10	6 Pipelines	\$1,681,331	0%	100%
Z6-P3	6 Pipelines	\$1,953,725	0%	100%
Z6-P13	6 Pipelines	\$1,972,511	0%	100%
Z6-P15	6 Pipelines	\$3,221,768	0%	100%
Z6-PS6-3	6 Pumping	\$3,959,782	0%	100%
Z6-R6-6	6 Storage	\$7,667,298	0%	100%
Z6-R6-5	6 Storage	\$15,333,254	0%	100%
R7-5 Site Investigation	7 Storage	\$79,169	0%	100%
Z5-P4	5 Pipelines	\$709,836	0%	100%
Z5-P3	5 Pipelines	\$713,861	0%	100%
Z5-P6	5 Pipelines	\$740,698	0%	100%
Z5-P2	5 Pipelines	\$1,843,694	0%	100%
Z5-P1	5 Pipelines	\$2,556,213	0%	100%
Z5-P5	5 Pipelines	\$2,667,586	0%	100%
Z5-PS5-3	5 Pumping	\$5,489,485	0%	100%
Z5-R5-4	5 Storage	\$6,644,812	0%	100%
OPR WFF 16 mgd expansion Phase 2	5 Source of Supply	\$48,182,989	0%	100%
Lord Ranch Impr.	4 Others	\$939,291	100%	0%
Z4-P12	4 Pipelines	\$28,179		
Z4-P13	4 Pipelines	\$92,587		
Z4-P9	4 Pipelines	\$158,338		
Z4-P4	4 Pipelines	\$260,318		
Z4-P10	4 Pipelines	\$296,548		
Z4-P6	4 Pipelines	\$315,333		
Z4-P5	4 Pipelines	\$352,905		
Z4-P15	4 Pipelines	\$861,464		
Z4-P11	4 Pipelines	\$944,658		
Z4-P8	4 Pipelines	\$990,281		
Z4-P14	4 Pipelines	\$1,333,793		
Z4-P16	4 Pipelines	\$1,573,983		
Z4-P7	4 Pipelines			
Z4-P2	4 Pipelines	\$2,314,681	0%	100%
Z4-P1	4 Pipelines	\$3,350,585	0%	100%
W39	3 Source of Supply	\$12,526,116	80%	20%
Z4-PS4-2	4 Pumping	\$6,303,984	0%	100%
Z4-P3	4 Pipelines	\$13,512,371		
Z4-R4-4	4 Storage	\$17,888,125	0%	100%
Z3-P4	3 Pipelines	\$1,991,297		
Z3-P5	3 Pipelines	\$619,932		
Z3-P6	3 Pipelines	\$693,733	100%	0%
Z3-P7	3 Pipelines	\$1,395,518	100%	0%
Z3-P8 a	3 Pipelines	\$67,092	100%	0%
Z3-P8 b	3 Pipelines	\$214,695	100%	0%



Z3-PS2-1	3 Pumping	\$429,390	100%	0%
Prop. Acq For BH Supply	2 Others	\$1,744,397	0%	100%
Z3-P1	3 Pipelines	\$519,294	0%	100%
Prop. Acq. For R3-4	3 Others	\$701,785	0%	100%
Z3-P2	3 Pipelines	\$1,870,531	0%	100%
W50	3 Source of Supply	\$9,673,355	80%	20%
Z3-P3	3 Pipelines	\$1,944,332	0%	100%
W52	3 Source of Supply	\$11,661,968	80%	20%
W42	3 Source of Supply	\$12,408,033	80%	20%
W18A	2 Source of Supply	\$10,290,603	80%	20%
Z3-R3-4	3 Storage	\$8,306,016	0%	100%
Z2-FF1	2 Pipelines	\$454,885	100%	0%
Z2-P1	2 Pipelines	\$2,981,578	100%	0%
Z2-P2	2 Pipelines	\$1,140,568	100%	0%
Z2-P3	2 Pipelines	\$872,199	100%	0%
Z2-P4	2 Pipelines	\$872,199		
Z2-P5	2 Pipelines	\$536,738		
Z2-P6	2 Pipelines	\$872,199		
Z2-P7	2 Pipelines	\$509,901		
Z2-P8	2 Pipelines	\$5,090,957	100%	0%
Z2-P9	2 Pipelines	\$407,921	100%	0%
Z2-P9C	2 Pipelines	\$784,979	100%	0%
BH-P1	BH Pipelines	\$1,127,149	0%	100%
W16	2 Source of Supply	\$7,671,323	80%	20%
BH-P2	BH Pipelines	\$7,080,912	0%	100%
W29A	2 Source of Supply	\$9,673,355	80%	20%
W40	2 Source of Supply	\$9,673,355	80%	20%
Z7-PS7-2	7 Pumping	\$4,413,326	0%	100%
Z2-P10	2 Pipelines	\$2,499,856	0%	100%
BH-AER	2 Storage	\$2,556,213	0%	100%
W7	Source of Supply	\$67,092	0%	0%
W34B	Source of Supply	\$3,919,527	0%	100%
W35C	Source of Supply	\$3,919,527	0%	100%
W43	Source of Supply	\$4,025,533	0%	100%
W44	Source of Supply	\$4,025,533	0%	100%
W45	Source of Supply	\$4,025,533	0%	100%
W46	Source of Supply	\$4,025,533	0%	100%
W8A	Source of Supply	\$4,413,326	0%	0%
W36	Source of Supply	\$4,763,547	0%	100%
W22A	Source of Supply	\$7,671,323	0%	100%
BH-PS	Pumping	\$9,937,698	0%	100%
W51	Source of Supply	\$15,178,942	0%	100%



**RESOLUTION NO. 2024-XX****A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST VALLEY WATER DISTRICT ADOPTING UPDATED CAPACITY CHARGES AND SERVICE INSTALLATION CHARGES PURSUANT TO GOVERNMENT CODE SECTION 66013 ET SEQ.**

**WHEREAS**, the Board of Directors ("Board") of West Valley Water District ("Water District"), recognizes that the Water District will experience future growth creating a demand for future service to the Water District's service area; and

**WHEREAS**, the Water District's Water Service Rules and Regulations refer to the term "Development Impact Fees" as "Capacity Charges"; and

**WHEREAS**, "Capacity Charges" are referenced and defined in Government Code Section 66013 (b)(3); and

**WHEREAS**, the Board authorized Robert D. Niehaus, Inc. to undertake a study for the purpose of determining the following: (1) costs for construction and improvements to be funded as additional demand occurs as well as the replacement cost of existing facilities that new connections will buy into; (2) recommending a revised Capacity Charge to reflect and account for said increases; and

**WHEREAS**, the Board of the Water District desires to adopt the 2024 Capacity Charge Update Study to establish a reasonable nexus between the following: (1) new connections to the water system and the existing and/or new public facilities which will be operated and maintained to service such connections; (2) any supply or capacity contracts for rights or entitlements, real property interest and entitlements; and (3) other rights of the Water District involving capital expense relating to its use of existing or new public facilities; and

**WHEREAS**, the 2024 Capacity Charge Update Study calculates the Capacity Charge to be levied for each new Equivalent Dwelling Unit (EDU) within the Water District's service area and to provide a mechanism for persons or property connecting to the Water District's water system to pay their proportional share of Water District facilities in existence or to be constructed; and

**WHEREAS**, the 2024 Capacity Charge Update Study includes costs for drilling and equipping wells, wellhead treatment, pipelines, reservoirs, booster pump stations, expansion of the Oliver P. Roemer Water Filtration Facility and other appurtenances as identified in the 2020 Water Facilities Master Plan; and

**WHEREAS**, the Capacity Charges set forth in the 2024 Capacity Charge Update Study do not exceed the proportional cost of providing the services for which they are imposed; and

**WHEREAS**, on September 19, 2024, the Board approved the referenced 2024 Capacity Charge Update Study dated July 26, 2024, prepared by Robert D. Niehaus, Inc.; and

**WHEREAS**, the Board of the Water District wishes to appropriately adjust the Water District's Capacity Charges for new connections as set forth in the Robert D. Niehaus, Inc. 2024 Capacity Charge Update Study consultant; and

**WHEREAS**, the Water District shall conduct a review of the Capacity Charges every four to five years or when significant changes in the physical system, planned capital projects, pace of development or other major changes occur; and

**WHEREAS**, the Board of the Water District desires to make the necessary findings to approve and implement the 2024 Capacity Charge Update Study, all as authorized and required by law; and

**WHEREAS**, the Board further wishes to update its Service Installation Charges, which reimburse the District for the cost of time and material for physically connecting a parcel to the water system, to reflect current costs of service.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Directors of the West Valley Water District hereby finds, determines, resolves and orders as follows:

1. Each of the above recitals are true and correct, as is each of the findings and determinations as properly adopted by the Board of the Water District.
2. The Board of Directors hereby approves the Capacity Charges in the amounts set forth in the table below. The General Manager of the Water District, or a designee, is hereby authorized to take all actions necessary to implement or cause the implementation of the Capacity Charges in the amounts set forth below. :

Meter Size	Capacity Charge	Fire Service Capacity Charge
5/8" and 3/4"	\$16,734	-
1"	\$27,946	\$1,363
1-1/2"	\$55,725	\$2,725
2"	\$89,193	\$4,360
3"	\$167,341	\$8,176
4"	\$278,958	\$13,626
6"	\$557,748	\$27,252
8"	\$892,430	\$43,603
10"	-	\$62,680
12"	-	\$117,184

3. The Board of Directors hereby approve the capacity charges to be updated annually based on the Los Angeles Construction Cost Index (CCI) each fiscal year (July 1<sup>st</sup> to June 30) as published by Engineering News Record (ENR).
4. The Board of Directors hereby approves the updated Service Installation Charges in the amounts set forth below:

Meter Size	Meter Only	Meter and Service
3/4"	\$629	Time & Materials
1"	\$757	Time & Materials
1 1/2"	\$2,305	Time & Materials
2"	\$2,697	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 be billed the difference.

5. The effective date of the increases adopted herein shall be September 19, 2024.

6. CEQA Compliance:

(a) The Water District, as lead agency under the California Environmental Quality Act (“CEQA”), has evaluated the potential environmental impacts of adopting the Capacity Charges. As the decision-making body for the Water District, the Board of Directors has reviewed and considered the information contained in the administrative record for the adoption of the Capacity Charges.

(b) The Board of Directors finds that the Capacity Charges are intended to fund as-yet unknown, future projects, programs, and capital improvement projects related to the Water District’s need to finance capital improvements to provide adequate infrastructure to meet growth-related needs. These Capacity Charges do not commit the Water District to approve any particular project, program, or capital improvement, but will be placed in a separate fund for potential future projects. These Capacity Charges are in response to the Water District’s projected need for additional facilities and infrastructure to provide services to its existing customers and new development. Any activities, including infrastructure improvements, to be funded by these Capacity Charges will be subject to future environmental review under CEQA, as applicable, prior to District approval.

(c) The Board of Directors therefore finds that the Capacity Charges are not subject to environmental review under CEQA. First, the Capacity Charges, in and of themselves, do not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and therefore are not considered a “project” under CEQA. (Pub. Resources Code, § 21065, 14 Cal. Code Regs., § 15378, subd. (a).) Second, the Capacity Charges are covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment; here, there is no possibility that the Capacity Charges, in and of themselves, may have a significant effect on the environment. (14 Cal. Code Regs., § 15061, subd. (b)(3).) And third, the Capacity Charges are considered a government funding mechanism that do not involve any commitment on behalf of the Water District to any specific project which may result in a potentially significant physical impact on the environment. (14 Cal. Code Regs., § 15378, subd. (b)(4).)

(d) The Board of Directors has considered any comments received before and at the public meeting on August 28, 2024, prior to adoption of this Resolution.

(e) The determination that the Capacity Charges are not subject to CEQA review reflects the Board of Directors’ independent judgment and analysis.

(f) The documents and materials that constitute the record of proceedings on which these findings have been based are located at 855 W. Base Line Road, Rialto, CA 92376. The custodian for these records is the Secretary of the Board of Directors of the Water District.

- 7. In the event that this resolution conflicts with any previously adopted resolution, ordinance, or action of the Board of Directors, this resolution shall supersede to the extent of such conflict, including Resolution No. 2021-11.

**ADOPTED, SIGNED, AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

**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

# EXHIBIT C

**ORDINANCE NO. \_\_**

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE WEST VALLEY WATER DISTRICT AMENDING ARTICLE 20, “SCHEDULE OF RATES” AND TAKING OTHER ACTIONS RELATING THERETO**

**WHEREAS**, the Board of Directors (“Board”) of the West Valley Water District (“Water District”) imposes various fees and charges relating to water connections, including capacity charges, connection fees, and deposits; and

**WHEREAS**, in 2018 the State Legislature passed Senate Bill 998 to impose new procedural requirements on water systems terminating residential service for nonpayment; and

**WHEREAS**, the District desires to begin making updates to its rules and regulations to reflect changes in applicable laws governing termination of residential water service for nonpayment; and

**WHEREAS**, on September 19, 2024, the District adopted Resolution No. \_\_\_\_\_ adjusting its capacity charges and service installation charges; and

**WHEREAS**, the Board now wishes to adopt this Ordinance in order to amend its Water Service Regulations to reflect such changes, and to make additional adjustments to its deposits, penalties, and shut-off procedures, all as set forth in Exhibit “A” hereto.

**NOW THEREFORE, THE BOARD OF DIRECTORS OF THE WEST VALLEY WATER DISTRICT DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1. RECITALS.**

The recitals set forth above are true and correct, and by this reference incorporated herein.

**SECTION 2. ADOPTION OF FEES, PENALTIES, FINES, AND DEPOSITS**

The District hereby adopts all adjustments to the fees, penalties, fines, and deposits set forth in Exhibit “A” hereto, to the extent not already adopted pursuant to Resolution No. \_\_\_\_\_.

**SECTION 3. AMENDMENT OF WATER SERVICE RULES AND REGULATIONS.**

Exhibit “C” of the District’s Water Service Rules and Regulations is amended as set forth in Exhibit “A” hereto.

**SECTION 4. FUTURE AMENDMENTS TO WATER SERVICE RULES AND REGULATIONS**

The Board may make future amendments to Exhibit “C” of the District’s Water Service Rules and Regulations by duly adopted resolution of the Board.



**SECTION 5. PUBLICATION**

The President of the Board of Directors shall sign this Ordinance and the Secretary of the Board of Directors shall attest thereto, and this Ordinance shall be in full force and effect immediately upon adoption. Within 15 days after adoption of this Ordinance, a summary of this Ordinance shall be published with the names of the Directors voting for and against this Ordinance and a certified copy of the full text of this Ordinance, along with the names of those Directors voting for and against this Ordinance, shall be posted in the District offices.

**SECTION 6. EFFECTIVENESS**

This Ordinance shall take effect immediately upon adoption.

**SECTION 7. CONTROLLING EFFECT**

This Ordinance shall supersede all previously adopted conflicting resolutions, ordinances, or motions of the Board, to the extent of such conflict.

**SECTION 8. SEVERABILITY**

If any section, subsection, clause or phrase in this Ordinance is for any reason held invalid, the validity of the remainder of this Ordinance shall not be affected thereby. The Board hereby declares that it would have passed this Ordinance 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.

**ADOPTED, SIGNED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

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

ATTEST:

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Elvia Dominguez  
 Board Secretary

Be it ordained by the Board of Directors of the West Valley -Water District as follows:

**ORDINANCE NO. ##**

**AN ORDINANCE OF THE BOARD OF DIRECTORS  
OF THE WEST VALLEY WTAEWR DISTRICT  
AMENDING THE WATER SERVICE REGULATIONS  
ARTICLE 20, "SCHEDULE OF RATES"  
AND EXHIBIT C**

**ARTICLE 20. SCHEDULE OF RATES**

**See Exhibit C**

**WATER SERVICE REGULATIONS EXHIBIT "C"**  
**(Revised 06/03/2021 09/19/2024)**

**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 ( <del>approved</del> 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 Hydrant Meters**

2003.4(a)	<del>Minimum Water-Use Service Deposit</del>	<del>\$350-\$400</del> 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	\$1,500 each	
2003.4(c)	3" Meter	\$1800 each	
2003.4(d)	4" Meter	\$2,200 each	

**Developer Meters and Boxes**

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 06/03/2021 09/19/2024)**

**Construction and Development Deposits**

2003.6(a)	Valve Box	\$120 each valve	Can be refunded at closing
2003.6(b)	Irrigation Use	\$350 each	
<del>2003.6(c)</del>	<del>Temporary Water Service from Fire Hydrant</del>	<del>Appropriate deposits from Fire Hydrants and Developer Meters</del>	
2003.6(d)	Temporary Water Service Requiring Installation of Service and Meter	Appropriate Service Installation Charge (Section 2006)	
2003.6(e)	Lot Service Deposit	<del>\$60 each lot</del> Amount as indicated above for the service type	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~~ September 19, 2024 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
<del>5/8" &amp; 3/4"</del>	30 gpm	1.0	<del>\$15,818</del> <u>16,734</u>
1"	50 gpm	1.7	<del>\$26,416</del> <u>27,946</u>
1 1/2"	100 gpm	3.3	<del>\$52,647</del> <u>55,725</u>
2"	160 gpm	5.3	<del>\$84,311</del> <u>89,193</u>
3"	350 gpm	11.7	<del>\$158,182</del> <u>167,341</u>
4"	600 gpm	20.0	<del>\$263,690</del> <u>278,958</u>
6"	1,250 gpm	41.7	<del>\$527,220</del> <u>557,748</u>
8"	1,800 gpm	60.0	<del>\$843,584</del> <u>892,430</u>

**WATER SERVICE REGULATIONS EXHIBIT "C"**  
**(Revised 06/03/2021 09/19/2024)**

(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	<del>\$1,558</del> <u>1,363</u>
1 1/2"	100 gpm	2.0	<del>\$3,115</del> <u>2,725</u>
2"	160 gpm	3.2	<del>\$4,983</del> <u>4,360</u>
3"	350 gpm	7.0	<del>\$9,345</del> <u>8,176</u>
4"	600 gpm	12.0	<del>\$15,574</del> <u>13,626</u>
6"	1,400 gpm	28.0	<del>\$31,148</del> <u>27,252</u>
8"	2,400 gpm	48.0	<del>\$48,837</del> <u>43,603</u>
10"	3,800 gpm	76.0	<del>\$71,641</del> <u>62,680</u>
12"	5,000 gpm	100.0	<del>\$133,938</del> <u>117,184</u>

\*These fees will be updated annually based on Los Angeles Construction Cost Index from the previous fiscal year (July 1 to June 30) as published by the Engineering News Record.

(Flows through fire services shall not exceed 16 F.P.S. in velocity.) There will be a fee of \$200 plus the cost of materials 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
3/4"	<del>\$496</del> <u>629</u>	<u>Time &amp; Materials</u> <del>\$4,657</del>
1"	<del>\$568</del> <u>757</u>	<u>Time &amp; Materials</u> <del>\$4,729</del>
1 1/2"	<del>\$1,632</del> <u>2,305</u>	Time & Materials
2"	<del>\$1,811</del> <u>2,697</u>	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 be billed the difference.

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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~~ 1,000 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.~~

<del>Meter Size</del>	<del>Double Check</del>	<del>R.P.</del>
<del>1"</del>	<del>\$203</del>	<del>\$339</del>
<del>1 1/2"</del>	<del>\$443</del>	<del>\$614</del>
<del>2"</del>	<del>\$486</del>	<del>\$665</del>

All ~~other sizes backflow prevention assemblies~~ shall be ~~for at the actual~~ 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.a.~~ 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.

~~e.b.~~ For single service laterals such as fire services ~~and fire hydrants~~ a minimum fee of \$300 shall be paid by developer/owner.

~~d.c.~~ There will be a fee of \$20 per lot for inspection of service prior to meter installation.

~~e.d.~~ 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:

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

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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	<del>\$100</del> 150
<u>1" to 2"</u>	<u>\$300</u>
Over <u>2 1/2"</u>	Recorded Cost, Plus 20%

Backflow Prevention Assembly

3/4" to 2"	\$60
3" to 8"	\$75
Fire Service	\$90

Plus labor and equipment.

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 relevant notification guidelines requirements under applicable law, including California Government Code Section 60373-0 et seq., California Health and Safety Code Section 116900 et seq., and the District's Policy on Discontinuation of Residential Water Service, as may be applicable, prior to shutting water off. 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 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.

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**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

- 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.



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**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~~ \$1,000.00 per occurrence
  - Plus the cost of the estimated water consumption
  
2. Unauthorized and/or illegal use and consumption on private fire systems and/or of fire hydrants:
  - Fine of ~~\$275.00~~ \$1,000.00 per occurrence
  - Plus the cost of water at the rate of 50 times the recorded consumption rate.
  
3. Unlawful service connection
  - Fine of ~~\$275~~ \$1,000.00 per occurrence
  - Plus the estimated monthly services Charges and estimated water consumption
  
4. Contamination of District's water system through backflow
  - Fine of ~~\$550.00~~ \$1,000.00 per occurrence
  - Plus ~~recorded costs~~ the cost of any damages
  
5. Unauthorized operation of the District's distribution and transmission valves
  - Fine of \$1,000.00 per occurrence
  - Plus the cost of any damages

**2023. HYDRANT WATER.**

Monthly service charge per meter:	\$73.17
Consumption Rate:	\$2.76 / 100 cf
Minimum monthly charge:	\$115.78

**2024. FIRE SERVICE.**

Monthly service charge	C-1	\$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.



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 5, 2024  
**TO:** Board of Directors  
**FROM:** Haydee Sainz, Human Resources and Risk Manager  
**SUBJECT:** VISION PLAN CHANGE EFFECTIVE 1/1/2025

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**BACKGROUND:**

The District has worked with Keenan and Associates as its Ancillary Insurance Broker for the past several years with no change in benefits or presentation of alternate options or pricing. As part of our commitment to the Board of Directors and staff to continually research and find options to reduce costs, retain employees and provide quality benefits, staff held several meetings with Keenan & Associates and asked them to provide the District with the most viable and competitive benefits offerings available through the insurance marketplace.

**DISCUSSION:**

Keenan & Associates presented the District with marketing results for alternate carriers for Vision Insurance and new quotes for Life and Disability coverage. Vision and Life Insurance plans included enhancements to coverage with a reduction in monthly premiums.

Keenan and Associates compared the Vision plan to the plan the District currently offers through ACWA which is VSP. The results of the comparison were that the District can transition to a dual choice plan that would afford staff the ability to select VSP or Eye Med as the District's providers, reduce the co-payment to \$10, include an annual exam, lens and frame frequency, increase the frame and contacts benefit to \$200 for each per year. In addition to these enhancements staff's options would be expanded in that they would be allowed to select providers that are available through Eye Med such as Lens Crafters, America's Best Eyecare and Eyewear, and a vast array of other providers in addition to VSP providers.

Staff has met and conferred with the union to discuss the effects of the changes, and they agree with the proposed changes to enhance the Vision benefits and provide staff with an opportunity to expand staff's options in allowing them to select providers that are available through a dual choice plan.

Keenan & Associates will be holding employee educational meetings for all employees. Carriers for the new benefits will be in attendance to answer any questions that staff may have.

**FISCAL IMPACT:**

The overall savings of this change is 31% which is equivalent to \$6,983 annually.

**STAFF RECOMMENDATION:**

It is recommended that the Board of Director of the West Valley Water District vote to approve the recommended transition to a dual choice plan that would afford staff the ability to select VSP or Eye Med as their provider for eye care effective January 1, 2025.



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 5, 2024  
**TO:** Board of Directors  
**FROM:** Haydee Sainz, Human Resources and Risk Manager  
**SUBJECT:** DISCONTINUING PARTICIPATION IN THE CALIFORNIA STATE  
 DISABILITY PROGRAM PROVIDING PRIVATE SHORT/LONG TERM  
 DISABILITY COVERAGE TO DISTRICT EMPLOYEES

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**BACKGROUND:**

This item was considered by the Human Resources Committee at its August 12, 2024, meeting. As part of our commitment to the Board of Directors and staff to continually research and find options to reduce costs, retain employees and provide quality benefits, staff held several meetings with Keenan & Associates and asked them to provide the District with the most viable and competitive benefits offerings available through the insurance marketplace.

Currently, employee participate in the California State Disability program but do not have Long-term disability coverage. The California State Disability program provides 52 weeks of limited disability coverage.

Also presented by Keenan was the opportunity to discontinue coverage with California State Disability Insurance program and replace that coverage with enhanced Short-term and Long-term Disability Insurance.

**DISCUSSION:**

Employees of the West Valley Water District currently participate in California State Disability Insurance and have no long-term disability coverage. California State Disability participation is optional for Public Agencies and is known to be more costly and provides a lower benefit level than private disability coverage. Keenan has moved several public agencies out of California State Disability in the past 15 years providing those agencies with both short-term and long-term disability coverage at a reduced cost of participating in only California State Disability. The quotes presented by Keenan showed employees could purchase both short-term and long-term disability through a private carrier for less than the cost of participating in California State Disability. Keenan presented alternate Disability quotes to the Assistant General Manager, Linda Jadeski and the Chief Financial Officer, Bill Fox on August 7, 2024, and they concurred with Keenan's recommendation to move out of California State Disability effective December 31, 2024, and replace their Disability Coverage with private short-term and long-term disability. Employees who are currently paying for their California State Disability coverage will now pay less to receive both Short-term and Long-term Disability coverage that will continue until Normal Social Security Age instead of only for one year.

The change recommended for approval is more in line with industry standard within the public sector and is consistent with the disability benefit offered to executive and mid-management level employees in the District. The current disability benefit through California SDI provides only for 52 weeks of limited disability coverage. The District's disability insurance plan provides long-term disability insurance in addition to short-term disability insurance, as well as an increased maximum monthly amount as compared to current salaries for classifications within this group. Long-term disability coverage under the District's plan can continue until Normal Social Security Age instead of the limited 52 weeks under the California SDI.

Staff has met and conferred with the union to discuss the effects of the changes, and they agree with the proposed changes to move from the California State Disability program to enhanced short-term and Long-term Disability Insurance.

Keenan & Associates will be holding employee educational meetings for all employees. Carriers for the new benefits will be in attendance to answer any questions that staff may have.

**FISCAL IMPACT:**

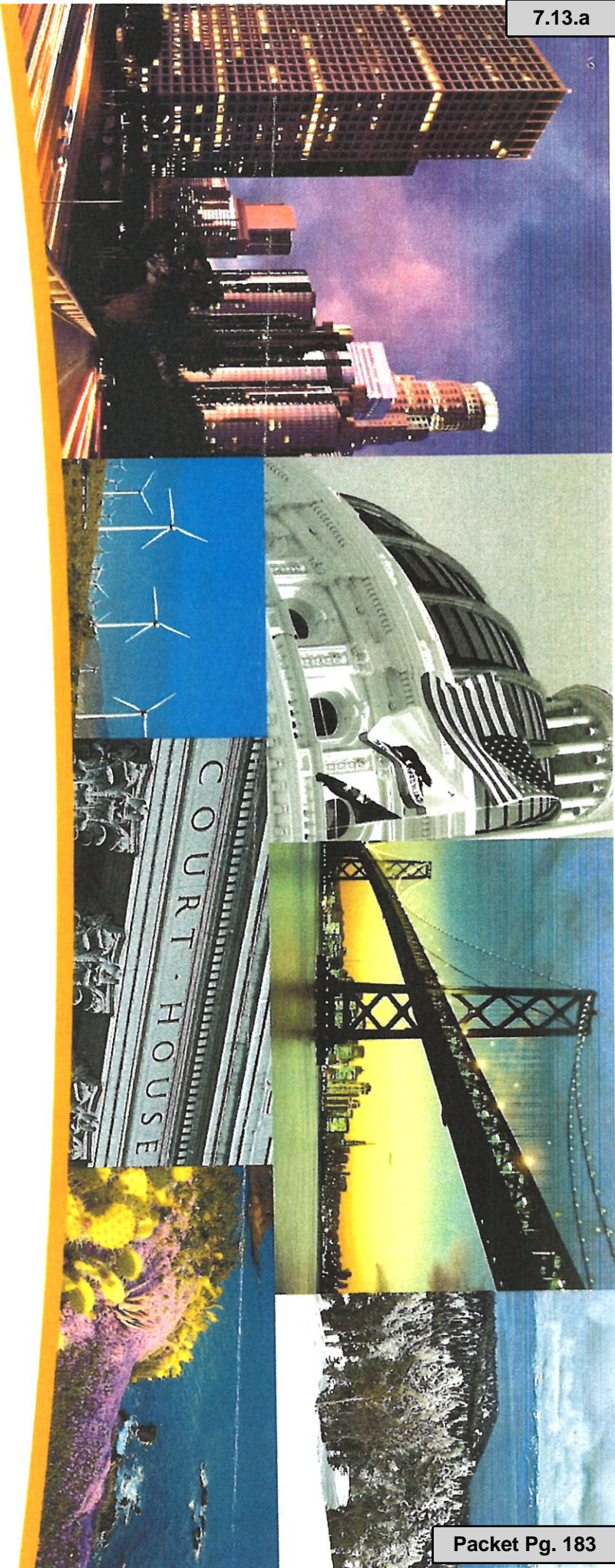
Disability Insurance will be paid for through employee payroll deductions. The overall savings of this change is 41% which is equivalent to \$47,617.56 annually.

**STAFF RECOMMENDATION:**

It is recommended that the Board of Director of the West Valley Water District vote to approve discontinuing participation in the California State Disability Program and replace the coverage with Short-term and Long-term Disability coverage through The Standard effective January 1, 2025.

**ATTACHMENT(S):**

1. CASDI vs. Private STD



# CASDI vs. Private STD

## 2024

# What is California State Disability?

**California State Disability Insurance (SDI)** is a partial wage-replacement insurance plan for California workers. The SDI program is state-mandated and funded through employee payroll deductions. SDI provides affordable, short-term benefits to eligible workers. Workers covered by SDI are covered by two benefits: Disability Insurance (DI) and Paid Family Leave (PFL).



# California Disability Rates/Benefits

As of Calendar Year **2024**:

- Contribution Rate ..... 1.1%
- Taxable Wage Ceiling ..... none
- Maximum Contribution Per Year ..... no maximum
- Minimum Weekly Benefit Amount ..... \$50
- Maximum Weekly Benefit Amount ..... 70%/\$1,620.00\*
- Maximum Weekly Benefit Amount ..... 60%/\$1,620.00
- Waiting Period ..... 7 Days
- Maximum Benefit Period ..... 52 Weeks

• NOTE: If an Individuals earned wages in the four quarters prior to their claim is less than 1/3 of the State's average quarterly wage, the individual can collect up to 70% of their wage in CASDI benefit payments. The maximum benefit is still capped at \$1,620.00 per week.

# What is Paid Family Leave?

**Paid Family Leave** (PFL) was established for workers who suffer a loss of wages when they need to take time off from work to care for a seriously ill child, spouse, parent, or registered domestic partner, or to bond with a new child. Beginning July 1, 2004, California workers may be eligible to receive PFL benefits when taking time off of work to care for a seriously ill parent-in-law, grandparent, grandchild, or sibling. [Senate Bill 770 \(Chapter 350, Statutes of 2013\)](#).

# Paid Family Leave Benefits

As of Calendar Year **2024**:

- Minimum Weekly Benefit Amount ..... \$50
- Maximum Weekly Benefit Amount ..... 60%/\$1 620
- Waiting Period ..... 0 Days
- Maximum Benefit Period ..... 8 Weeks

## Who is Required to Participate?

- CASDI specifically exempts public agencies from required coverage (Participation is Optional). In fact, public agencies do not have to offer any disability coverage to their employees.
- In contrast, private employers must participate in CASDI or put in place a disability plan that is equal or better than the CASDI plan.
- Public Agencies can participate in State Disability by Bargaining Unit.

# How State Disability is Calculated

Annual Earnings					
\$50,000	÷ 12 months	Monthly Salary	X SDI Rate of 1.1%	Monthly SDI Contribution	X 12 months
		\$4,166.67		\$45.83	
					Annual SDI Contribution
					\$550.00

# How Private Disability is Calculated

Annual Earnings		Weekly Earnings	X Maximum Weekly Benefit of 60%	Weekly Covered Benefit at 60%	X STD Rate (\$0.39*) ÷ \$10 Covered Weekly Benefit	Monthly Premium	X 12 months	Annual STD Contribution
\$50,000	÷ 52 weeks	\$961.54		\$576.92		\$22.50		\$270.00

\*Rate chosen for example only. Rates vary by prospect/client's disability policy.

**Employee Savings: \$280 year**

## Participating in CASDI for the First Time?

- CASDI Benefits are paid based on wages reported in their system Five quarters in the years of the claim date not including the quarter in which you file a disability claim.
- Example: A claim beginning February 14, 2024, uses a base period of October 1, 2022 – December 31, 2022.
  - You must have at least \$300 in base wages within the base period to receive a benefit
  - Employees newly enrolled in CASDI may not have benefits available to them for a minimum of 5 months or more based on the CASDI payment schedule.

# Pros and Cons

## State Disability

### **PROS**

Paid Family Leave  
52-week duration

### **CONS**

No flexibility in plan design  
More expensive  
Long wait to receive benefits  
Lower benefit amount

## Private STD

### **PROS**

Flexibility in plan design  
Administrative support  
Lower cost  
Higher benefit

### **CONS**

No Paid Family Leave benefit





**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 5, 2024  
**TO:** Board of Directors  
**FROM:** Haydee Sainz, Human Resources and Risk Manager  
**SUBJECT:** NEW POSITION WATER CONSERVATION ANALYST

---

**BACKGROUND:**

The District has 88 full-time Board-approved positions. One of these positions is Chief Water Systems Operator – Meters which was vacated and has been kept vacant pending assessment of District needs. Concurrently, staff has identified a current and expanding need for a dedicated water conservation position especially given the fast approaching and challenging water conservation regulations from the State of California known as “Conservation as a California Way of Life.”

**DISCUSSION:**

Staff has also determined that refilling the Meters position is not necessary at this time and adjustments have been made in the Operations Department to meet the needs of the District in the absence of this position. Therefore, staff recommends that this 88<sup>th</sup> position be utilized for a water conservation position and has developed a job classification for a Water Conservation Analyst. As proposed, this position will report to the Director of Engineering and work closely with Public Outreach and Governmental Affairs.

The Water Conservation Analyst would be responsible for District-wide water conservation programming, lead water conservation grant efforts, oversee current and future water supply, demand, and quality, prepare technical reports and emergency response plans as required. The position is responsible for ensuring that water resources are managed with a vigorous conservation approach. Some key responsibilities of the position are as follows:

**Conservation Strategies:** Evaluate conditions, identify opportunities, and develop plans to increase water use efficiency, optimize water usage, and minimize water loss and water waste. Assess and address compliance with water conservation regulations and initiatives. Create, execute, and coordinate strategies to protect and conserve water resources and support the District’s Water Resource Strategy.

**Grants Programming:** Lead the District’s grant efforts related to water conservation and support other District grant efforts. Research available grants, make recommendations, complete applications, coordinate implementation and administration.

**Site Visits and Problem Identification:** Physically visit locations with water-related issues to identify problems, potential causes, and possible solutions. This could involve assessing water quality, monitoring usage, and evaluating environmental impacts.

Advisory Role: Advise landowners (such as residential or businesses) on conservation plans, alternative solutions, and best practices. They also provide guidance to local governments and other stakeholders on water usage and conservation efforts.

Collaboration: Collaborate with various professionals to address water-related challenges and implement conservation measures. Coordinate District-wide efforts in water conservation including program development, implementation, and communication.

The addition of this position will provide a dedicated person to address and adhere to water conservation regulations. The position will assume the essential duties as set forth in the job description attached as exhibit "A".

Staff prepared the Water Conservation Analyst job description, which reflects the current requirements, duties, and responsibilities of the position. The established and adopted annual salary range for the classifications is as follows:

- Water Conservation Analyst                      Range 114 - \$72,550 - \$119,018

The reorganizational changes requested is to add the Water Conservation Analyst position by one additional full-time position and to remove/deactivate the Chief Water Systems Operator – Meters from the District's Job Classification List.

The above information was presented to the Human Resources Committee on August 12, 2024, which then referred this item to the full Board.

**FISCAL IMPACT:**

There is no fiscal impact. This position is already authorized and funded in FY 2024/25 Budget.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors to approve the job description for the Water Conservation Analyst.

**ATTACHMENT(S):**

1. Water Conservation Analyst 9.5.2024



## Water Conservation Analyst

Department/Division:	Engineering
Reports To:	Director of Engineering
Provides Direction To:	Not Applicable
FLSA Exemption Status:	Exempt
Effective Date:	September 5, 2024

### GENERAL PURPOSE

Under direct supervision from the Director of Engineering, to perform a wide variety of professional, technical and analytical activities in support of the District's water conservation and efficiency programs, including administering, developing, executing, evaluating, and monitoring said programs.

### DISTINGUISHING CHARACTERISTICS

This classification is responsible for independently performing a variety of professional level duties in support of the District's water conservation and efficiency programs. Incumbents at this level exercise judgment and initiative in their assigned tasks, receive only occasional instruction as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit.

### ESSENTIAL FUNCTIONS

*The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the class.*

- Designs, develops, recommends, and implements conservation/efficiency policies, ordinance provisions, programs and initiatives including retrofit and demonstration programs in conformance with state and local regulations and ordinances.
- Analyzes and evaluates proposed environmental legislation and regulation for its impact on District operations; provides recommendations and proposed actions and recommends and implements approved procedural changes as a result of regulatory changes.
- Prepares and submits various routine and non-routine reports to state and federal regulatory agencies including compliance reports, usage reports, and monitoring reports.
- Writes technical reports, correspondence, and other materials; gathers and evaluates data; composes written reports to customers outlining suggestions for improving water use efficiency; enters survey information for tracking and reporting purposes.
- Works with other District staff to formulate methods and approaches for addressing community and agency concerns; follows up to ensure that concerns and needs are responded to; speaks before meetings in public forums; takes proactive steps to build positive relationships with key stakeholders.
- Drafts and/or prepares technical reports, emergency response plans, business correspondence, and contracts; maintains a diverse range of records, databases, and documents on assigned program operations and activities.

- Solicits, schedules and conducts on-site surveys and inspections for indoor and outdoor water use practices; makes recommendations for improving water use efficiency; confers with customers and property owner to identify and discuss conservation opportunities in landscape irrigation and commercial and industrial processes; provides watering schedules and information about low-water use plants and efficient watering practices; provides information to customers about outdoor water use, including evapotranspiration and the District's rate structure.
- Reviews and comments on compliance requirements during facility design process; participates in design meetings, document review, and contractor submittals pertaining to compliance; tracks construction timelines for initiation of compliance related activities.
- Develops, recommends, completes, and submits grant applications and proposals to secure water efficiency and conservation program funding; prepares applications for national and state awards for District programs and projects; represents the District on state-wide task forces and with other industry groups on water efficiency/conservation matters.
- Develops and maintains working relationships with agencies on efficiency and conservation matters; builds and maintains relationships with cities, school districts, homeowners' groups, local businesses and other community organizations to assist in furthering water efficiency and conservation efforts; confers with representatives of the landscape profession, other utilities, industry association, manufactures and vendors of water devices as necessary to obtain and provide technical information.
- Provides training to staff in District departments on compliance issues and process changes as needed. May serve on a variety of District committees and task forces.
- Maintains prompt and regular attendance.
- Performs other related duties as assigned.

### **QUALIFICATIONS GUIDELINES**

#### **Knowledge of:**

- Water industry and public sector including structure and governance of special districts and general understanding of water services.
- Applicable federal, state, and local laws, codes, and ordinances relevant to the area(s) of responsibility.
- Conservation principles and programs commonly used in a water utility and water conservation devices and material.
- Evapotranspiration and its application to landscape water management and the types and characteristics of water conserving plants, landscape designs, soils, turf grasses and irrigation systems.
- Principles and practices of budgeting and grant writing and administration.
- Principles and practices of public speaking, event planning and scheduling, promotions, and logistics.
- Methods of conducting compliance audits including specialized diagnostic tools and sampling techniques. Modern statistical methods used in environmental analysis.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors and District staff.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

**Ability to:**

- Market, organize and conduct effective water efficiency and water auditing programs.
- Effectively speak at education and community events demonstrating mastery of water efficiency programs; operate audio-visual equipment.
- Evaluate, analyze, interpret, and explain complex environmental and regulatory compliance laws, rules, and regulations pertaining to District operations.
- Research, develop and implement water efficiency and associated programs and secure funding through grant applications.
- Analyze customer water use problems and make practical independent decisions and recommendations based on specifics found.
- Monitor legislation and evaluate impact on compliance programs.
- Prepare clear, concise, and comprehensive reports, memoranda, correspondence, and standard operating procedures.
- Develop and maintain knowledge of proper plants and landscapes for Southern California and irrigation systems and practices, including but not limited to weather-based controllers, irrigation distribution systems and low water landscapes.
- Independently organize work, set priorities, meet critical deadlines and follow-up on assignments, exercise sound judgement.
- Effectively use computer systems, software applications relevant to work performed and modern business equipment to perform a variety of work tasks.
- Perform research on a diverse range of topics.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work including the media.

**Minimum Qualifications**

*Any combination of education, training, and experience that would likely provide the knowledge, skills, and abilities to successfully perform in the position is qualifying. A typical combination includes:*

**Education:** Bachelor's degree from an accredited college/university in business administration, public administration, physical science, environmental science, horticulture, or a related field.

**And**

**Experience:** Four (4) years of consecutive and increasingly responsible experience in water use efficiency/conservation or a related discipline.

**Licenses, Certificates; Special Requirements:**

Must possess an appropriate valid Class "C" Driver's License issued by the California State Department of Motor Vehicles, and a good driving record.

Possession of an AWWA Water Use Efficiency Practitioner certificate is highly desirable.

In accordance with California Government Code Section 3100, West Valley Water District employees, in the event of a disaster, are considered disaster service workers and may be asked to protect the health, safety, lives, and property of the people of the State.

**PHYSICAL DEMANDS AND MENTAL DEMANDS**

*The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

While performing the duties of this job, the incumbent is regularly required to use hands to finger, handle, feel or operate objects, tools or controls; perform repetitive movements with hands, and reach with hands and arms. Incumbent frequently is required to walk and stand, talk or hear; sit or balance, stoop, kneel, crouch or crawl. The incumbent must occasionally lift and/or move up to twenty-five (25) pounds. See in the normal visual range with or without correction; vision sufficient to read printed documents. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. Hear in the normal audio range with or without correction.

***THIS POSITION MAY BE ELIMINATED, OR THE DUTIES, QUALIFICATIONS AND TRAINING REQUIRED CHANGED BY THE BOARD OF DIRECTORS AND/OR THE GENERAL MANAGER, WHEN IN THEIR JUDGEMENT, IT IS CONSIDERED NECESSARY AND PROPER FOR THE EFFICIENT OPERATION OF THE DISTRICT.***



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 5, 2024  
**TO:** Board of Directors  
**FROM:** John Thiel, General Manager  
**SUBJECT:** REVIEW AND APPROVAL OF UPDATE TO BOARD POLICY AND PROCEDURE MANUAL

**MEETING HISTORY:**

08/21/24 Policy Review and Oversight Committee REFERRED TO BOARD

**BACKGROUND:**

A review of all Board policies was initiated by the Board Secretary and BBK in order to incorporate updates in legislation, Strategic Plan, mission and vision. During the analysis, redundancies were found between the Board Policy and Procedure manual, and previously Adopted Resolution 2018-35 and Ordinance 86. Below is a list of headings for each document with bold indicating where there is overlap.

Topics Covered in Each Document		
Ordinance 86	Policy & Procedure Manual	Resolution 2018-35
<ul style="list-style-type: none"> <li>- Compensation</li> <li>- <b>Board</b></li> <li>- <b>Education/Conferences</b></li> </ul>	<ul style="list-style-type: none"> <li>- Board Authority</li> <li>- Board/Committee Meetings</li> <li>- <b>Decorum</b></li> <li>- <b>President/VP</b></li> <li>- <b>Board Education/Conferences</b></li> <li>- Rights/Privileges</li> <li>- Ethics/Compliance</li> <li>- Legal Counsel</li> </ul>	<ul style="list-style-type: none"> <li>- <b>Decorum</b></li> <li>- Censure</li> <li>- <b>Presidential term</b></li> </ul>

The effort included consolidating the three documents into on final document which encompasses the following:

Final Policy & Procedure Manual	
<ul style="list-style-type: none"> <li>- Mission/Vision</li> <li>- Strategic Plan</li> <li>- Board Authority</li> <li>- Board/Committees &amp; Meetings</li> <li>- Decorum</li> <li>- Board Roles and Duties</li> </ul>	<ul style="list-style-type: none"> <li>- Board activities</li> <li>- Education/Conferences</li> <li>- Rights/privileges</li> <li>- Compensation/Benefits</li> <li>- Code of ethics/Compliance</li> </ul>

In addition to consolidating these documents, the review also included adding best practice, and incorporating references to Government Code, Water code, Labor Code, and Public Employment

Retirement law.

The addition of the Strategic goals was included in the document. In addition, further clarification was made on Board/Committees, Board/GM working relationship, handling of legal matters, benefits (removed benefits no longer offered), selection of President/Vice president, and attendance at meetings. A complete redlined version is available upon request.

**DISCUSSION:**

A comprehensive Policy & Procedure Manual is being provided for review and consideration.

**FISCAL IMPACT:**

There is no fiscal impact associated with this item.

**STAFF RECOMMENDATION:**

Staff is requesting the Board of Directors review the Policy & Procedure Manual, provide direction and/or recommend approval.

**ATTACHMENT(S):**

1. WVWD - Board Policies and Procedures Manual 082824 FINAL ed
2. Board Member Request Form (08.28.24)
3. P&P Overview
4. P&P Overview



The addition of the Strategic goals was included in the document. In addition, further clarification was made on Board/Committees, Board/GM working relationship, handling of legal matters, benefits (removed benefits no longer offered), selection of President/Vice president, and attendance at meetings.



## **BOARD OF DIRECTORS POLICIES AND PROCEDURES MANUAL**

## BOARD OF DIRECTORS POLICIES AND PROCEDURES MANUAL

### VERSION HISTORY

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

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## 1. INTRODUCTION

### 1.1 Purpose Of Board Of Directors Policies And Procedures Manual

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

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

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

## 2. STRATEGIC PLAN

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

### 2.1 Mission Statement

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

### 2.2 Vision Statement

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

### 2.3 Values

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

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

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

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

### **3. AUTHORITY**

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

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

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

### **4. BOARD/GENERAL MANAGER FORM OF GOVERNANCE**

#### **4.1 Board/General Manager Form of Governance**

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

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

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

#### **4.2 The Board's Relationship with the General Manager**

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

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

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

#### **4.3 Request for Staff and Legal Resources**

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

#### **4.4 Handling of Legal Matters**

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

- a. The following guidelines shall be employed by Board members when dealing with legal and/or other confidential matters:
  - (i) All written materials and verbal information provided to Board members on matters that are confidential and/or privileged under State law shall be kept in complete confidence to ensure that the District's position is not compromised. Closed session information should not be commented on in open session. No disclosure or mention of any information in these materials may be made to anyone other than Board members, the General Manager or the District's legal counsel.
  - (ii) Confidential materials provided in preparation for and during Closed Sessions shall not be retained, and electronic copies must be deleted or documents returned to staff at the conclusion of the Closed Session.
  - (iii) Confidential materials provided to Board members outside of Closed Sessions must be destroyed, deleted, or returned to staff within thirty (30) days of their receipt.



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

## **5. BROWN ACT COMPLIANCE: OPEN MEETING REQUIREMENTS**

### **5.1 Ralph M Brown Act**

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

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

### **5.2 Compliance with the Brown Act**

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

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

### **5.3 Committees**

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

## **6. PUBLIC INTERACTION**

### **6.1 Customer Concerns and Complaints**

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

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

## **6.2 Representing an Official District Position**

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

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

## **6.3 Public Input on the Agenda**

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

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

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

## 7. CONFLICT OF INTEREST

### 7.1 Conflict of Interest

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

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

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

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

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

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

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

## 7.2 Disclosure of Economic Interest

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

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

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

### **7.3 Soliciting Political Contributions**

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

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

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

## **8. BOARD MEETING ACTIONS AND DECISIONS**

### **8.1 A Quorum**

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

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

## 8.2 Board Direction

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

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

## 9. TYPE OF BOARD MEETINGS

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

- 9.2 Special Board Meetings.** Special meetings of the Board of Directors may be called in accordance with Government Code Section 54956 of the State of California.
- 9.3 Emergency Meetings.** Emergency meetings of the Board of Directors may be called in accordance with Government Code Section 54956.5 of the State of California.
- 9.4 Standing Committee Meetings.** To assist the Board of Directors in its deliberations for establishing policies of West Valley Water District (“District”), it is deemed beneficial to have standing committees of the Board of Directors made up of not more than two (2) members of the Board of Directors, who shall develop recommendations to be considered by the Board of Directors for establishing policy by working independently or with staff. The committee chairperson shall be appointed by the President of the Board with the consent of the full Board of Directors.
- 9.5 Organizational Meeting.** The Board of Directors shall hold a bi-annual organizational meeting after certification of the election. At this meeting, the Board will elect a President and Vice President from among its members to serve during the coming calendar year. Additionally, Standing Committee and Subcommittee assignments will be reviewed for possible changes.
- 9.6 Ad-Hoc Committee Meetings.** Ad hoc Committees are temporary committees composed solely of less than a quorum of Board members to advise the Board on matters of importance that are too in-depth for the full board. They are formed for a specific purpose, for a limited time, and disband once their task is complete. Their meetings are not subject to the Brown Act’s normal requirements. No published agenda or public meeting.
- 9.7 Outside Meetings.** Members of the Board of Directors (singularly, “Director” and collectively, “Directors”) may attend outside meetings to educate and inform such Directors regarding issues affecting the District and the water industry and to make others aware of the activities concerning the District. Periodically the Board President and/or the Board of Directors may ask a Director to represent the District at an outside meeting or perform another duty for the District. The term “Outside Meeting(s)” shall mean any meeting, activity, conference, seminar, workshop, facility tour and other like or similar events, including webinars and conference calls, except for the meetings listed above. Except as provided in Section 18.2.b., a Director may attend any Outside Meeting. However, the District shall compensate a Director for only those Outside Meetings approved in Section 18.2.b.

## 10. BOARD MEETING AGENDA

### 10.1 Regular Meetings

The General Manager, in cooperation with the Board President, shall prepare an agenda for each regular and special meeting of the Board of Directors in accordance with the Brown Act. Any Director may contact the General Manager, Board President, or Board

Secretary to request an item to be placed on the agenda. Board member items should be timely and be submitted prior to 5:00 PM on Tuesday, the week before the next board meeting.

## **10.2 Agenda Posting**

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

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

## **10.3 Agenda Packet**

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

A copy of the agenda for each regular meeting of the Board of Directors shall be provided to each Board member no later than the Friday of the week prior to of each regular meeting, together with copies of all applicable supporting documentation; minutes to be approved; staff reports; and other available documents pertinent to the meeting. Directors shall review agenda materials before each meeting. Individual Directors may confer directly with the General Manager to request additional information on the agenda items before or at the meeting.

# **11. BOARD MEETING CONDUCT**

## **11.1 Attendance At Meetings**

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

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



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

### **11.2 Adoption Of Agenda**

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

### **11.3 Rules Of Order**

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

### **11.4 Closed Sessions**

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

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

### **11.5 Adjourned Meetings**

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

### **11.6 Decorum**

The President shall take whatever actions are necessary and appropriate to preserve order and decorum during Board meetings, including public hearings. The President may eject

any person or persons making personal, impertinent or slanderous remarks, refusing to abide by a request from the Presiding Officer , or otherwise disrupting the meeting or hearing.

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

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

- a. Directors shall at all times conduct themselves with courtesy to each other, to staff, and to members of the audience present at Board meetings.
- b. Directors shall defer to the presiding officer for conduct of meetings of the Board but shall be free to question and discuss items on the agenda. All comments should be brief and confined to the matter being discussed by the Board.
- c. Directors may request for inclusion into the meeting minutes brief comments pertinent to an agenda item (including, if desired, a position on abstention or dissenting vote).
- d. A member of the public addressing the Board or Committee shall only do so from the podium or designated table and all comments shall be addressed to the Board or Committee as a whole or to the Presiding Officer, and not to any single Board or Committee member, staff or member of the audience. No member of the public, or the Board, or a Committee shall engage in any conduct which disrupts the orderly conduct of any Board or Committee meeting. No member of the Board may yell at, threaten, interrupt or make personal attacks upon members of the public, other Board members or District employees. Furthermore, no member of the Board may yell at, be rude, interrupt, threaten or make personal attacks against or at another member of the Board while the meeting is in session.
- e. No person in the audience at a Board or Committee meeting or a member of the Board from the dais shall engage in conduct that disrupts the orderly conduct of any Board or Committee meeting, including but not limited to, the utterance of loud, threatening, or abusive language, whistling, clapping, stamping of feet, repeated waiving of arms, or other disruptive acts.
- f. All persons attending Board or Committee meetings and all members of the Board shall obey reasonable orders or requests from the Presiding Officer within the authority of the Presiding Officer.

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

### **11.7 Enforcement of Decorum**

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

## **12. BOARD CENSURESHIP POLICY**

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

### **12.1 Censure Defined**

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

### **12.2 Procedure**

A request for censure of a member of the Board may be submitted to the Secretary to the Board by any member of the Board. The request shall contain the specific charges on which the proposed censure is based. The request for censure shall be considered by the Executive Committee of the Board established by the President of the Board. The Executive Committee shall not include the member making the request or the member who is the subject of the request.

The District Secretary shall deliver a copy of the request for censure and the charges to each member of the Board at least 72 hours prior to the first meeting of the Executive

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

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

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

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

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

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

### 13. MINUTES OF BOARD AND COMMITTEE MEETINGS

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

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

### 14. COMMITTEES OF THE BOARD RULES AND CONDUCT

#### 14.1 Purpose And Scope

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

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

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

## 14.2 Standing Committees

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

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

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

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

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

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

## 14.3 Ad-Hoc Committee

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

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

## **15. SELECTION OF THE PRESIDENT AND VICE-PRESIDENT**

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

## **16. DUTIES OF THE BOARD PRESIDENT AND VICE PRESIDENT**

### **16.1 Presiding Officer**

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

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

### **16.2 Duties Regarding Meetings**

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

### **16.3 Responsibilities**

Responsibilities of the President include, but are not limited to, the following:

- a. Sign all instruments, act, and carry out stated requirements and the will of the Board;

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

#### **16.4 Executive Committee**

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

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



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

## **17. DIRECTOR EDUCATION AND CONFERENCES**

### **17.1 Overview**

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

## **18. BOARD MEMBERS RIGHTS AND PRIVILEGES**

### **18.1 Rights And Privileges**

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

- a. Every director has a right to pull any item from the consent calendar to be considered as a business item without need of a second nor a vote of the board as a whole.
- b. Every director has a right to be heard and involved in the discussion of an item. Discussion and debate are an important function of public transparency; therefore, the President shall make every effort to allow every board member to participate in the discussion of an item in order to foster a productive debate on the issue under consideration.
- c. Every director has a right to hear the staff report on a business item before motions or discussion shall be considered.
- d. Every director has a right to ask technical questions on a business item before motions or discussion shall be considered.
- e. Every director has a right to make a substitute motion, which must be recognized by the President, and if properly seconded must be taken up immediately.
- f. Every director has a right to be made aware of any or all public records requests being made of the District if they wish.

- g. For District press releases the following process will be followed: The Government & Legislative Affairs Manager (Manager) will prepare press release with approval of the General Manager. Draft will be sent to the Executive Committee for review and approval within twenty-four (24) hours prior to issuance. If Board member is quoted or mentioned, draft will be sent for their review & approval of quote or mention prior to posting & release. Once approvals are received, Manager posts on website and sends press release to media contacts. Press release notification will be sent to all Directors the same day. All press releases are to be included in monthly Directors report.
- h. Every director has a right to review director fees and reimbursements and the District shall provide monthly reports of all director's fees and reimbursements to each director.
- i. Every director has a right to be made aware of any direction or decisions given by the President, Vice President or collectively as the Executive Committee that occurs between meetings of the full board.
- j. Every director has a right to be aware of requests for information from any local, state, or federal law enforcement or judicial agency made of the District.
- k. Every director has a right to be made aware of investigative reports and request for information from local, state, or federal regulatory or oversight agencies.
- l. Every director has a right to be made aware of all professional services contracts exercised under the General Manager's authority.
- m. Every director has a right to request additional information from staff on an agenda item. The information shall be made available to the other boards members as well.
- n. Every director has a right to be made aware of serious complaints received from District ratepayers regarding water quality and customer service.
- o. Every director has a right to be made aware of major water leaks or line breaks that occur in their respective division.

## 18.2 Compensation

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

- a. **Compensation For Meetings.** Each Director is compensated as of October 15, 2023, Two Hundred and Six Dollars and Thirty Eight Cents (\$206.38) for attending a regular board meeting of the Board of Directors, a special

board meeting of the Board of Directors, an organizational meeting, an emergency meeting of the Board of Directors or an adjourned, regular, emergency, or special meetings of the Board of Directors. Compensation shall be increased 5% every year on October 15th.

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

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

No ordinance adopted pursuant to this chapter shall authorize compensation for more than a total of ten (10) days in any calendar month.” There shall be no compensation for attending meetings or performing other duties for the district on the same day as Board of Directors meetings.

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

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

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

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

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

- b. **Outside Meetings.** Directors shall be compensated for Outside Meetings as follows:
  - (i) Attached hereto as Schedule “A” is a list of Outside Meetings any Director may attend.

- (ii) Attached hereto as Schedule “B” is a list of Standing Committee Meetings of the Board of Directors
  - (iii) Attached hereto as Schedule “C” is a list of Regional Board Assignments of the Board of Directors
  - (iv) Attached hereto as Schedule “D” is a list of Community Events in which any Director may attend with prior approval of the President.
  - (v) Directors shall not represent the Board of Directors at any functions of organizations not listed on Schedule “A”, “B”, “C”, or “D” without the prior approval of the President. Directors should made a good faith effort to receive prior approval.
  - (vi) In the event a Director attends an Outside Meeting pursuant to subsections (i), (ii), or (iii), above, the Director shall be compensated as per the current compensation rate. In addition the Director may be compensated for a reasonable travel time to and from authorized Outside Meetings, a Director may be compensated for up to one (1) day of travel, the day before all Meetings are to occur and up to one (1) day after the Meeting is concluded, provided that the Meeting is greater than sixty (60) miles from the District’s headquarters.
  - (vii) If a Director wishes to attend an Outside Meeting or Conference not listed on Schedule “A”, “B”, “C”, “D”; the Director must receive prior approval from the full Board. The Director shall provide details of the meeting including the dates, agenda, estimated costs, and how attendance will benefit the District to the General Manager who will place the request on the next regular meeting agenda as a business item for consideration.
  - (viii) A Director shall be able to attend meetings with staff, consultants, elected officials from other Districts, or local community events or function and claim it as an “Outside Meeting” as long as they work with Board Secretary on providing an agenda and topic of discussion or flyer for transparency documentation. A meeting claimed under this section follows the same approval and reporting out requirements as in Section 18.2.b.(vii).
- c. Board of Directors will be reimbursed for any expenses incurred during the course of conducting District business with other elected officials, District employees and consultants.

**SCHEDULE "A"  
OUTSIDE MEETINGS**

**ORGANIZATION**

**DESIGNATED  
REPRESENTATIVE**

Association of California Water Agencies	Any Board Member
Association of San Bernardino County Special Districts	Any Board Member
California Special Districts Association	Any Board Member
Building Industry Association	Any Board Member
Water Education Foundation	Any Board Member
Southern California Water Coalition	Any Board Member
American Water Works Association	Any Board Member

**SCHEDULE "B"  
STANDING COMMITTEES**

Executive Committee	Human Resources Committee
Engineering/Planning Committee	Safety and Technology Committee
External Affairs Committee	Policy Review & Oversight Committee
Finance Committee	

**SCHEDULE "C"  
BOARD ASSIGNMENTS**

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

**SCHEDULE "D"  
COMMUNITY EVENTS**

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

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

The following restrictions shall apply to District paid expenses:

- a. District paid air travel shall be by coach class at the most economical fare available based on the itinerary of the Director. A Director may elect to voluntarily stay longer than necessary to discharge his or her duties as long as there is no additional expense to the District.
- b. In the event a Director is required to rent a vehicle to attend an authorized Outside Meeting, the District shall reimburse the Director for the cost of such rental vehicle, provided that the cost shall not exceed the cost of a mid-sized vehicle, regularly charged by such rental company for same day rentals. Any contractual agreements between the District and car rental agencies shall be considered first for booking of rental vehicles.
- c. Whenever appropriate, lodging and meals will be prepaid by the District or paid for by District staff. When making prepayment of reservations for travel, meals, lodging or other related expenses, it may be beneficial to the District to include payment for spouses. Each Director shall reimburse the District for any prepayment of costs for his/her spouse except as otherwise set forth in this Policy. Directors shall clearly identify expenses for his/her spouse except as otherwise set forth in this Policy. Directors shall clearly identify expenses for his/her spouse, or may choose to pay for expenses for his/her spouse on a separate ticket or sales slip at the time of purchase.
- d. Each Directors shall be responsible for turning in appropriate District related Expenses for the month, including receipts or other documentation, to the Board Secretary's office by the last business day of the month. It is to each Director's benefit, as well as that of the District, that all itemized expenses be turned in to the Board Secretary's office in a timely manner for proper accounting.

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

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

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

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

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

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

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

- a. The loss of reimbursement privileges.

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

## 19. BENEFITS

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

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

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

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

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

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

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

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



- 19.5 Retirement Plan.** Only the Directors elected or appointed prior to July 1, 1994 are eligible to participate in the District's retirement plan.
- a. The retirement plan is administered by the California Public Employees Retirement System.
  - b. The District shall pay all costs, which include the District's and the eligible Director's share.
- 19.6 Life And Disability Plans.** All Directors are eligible to participate in the District's standard dependent life insurance, standard insurance long term disability plan and employee assistance program (collectively, "Life and Disability Plans"), along with their spouses and dependent children. If a Director chooses not to participate in the District's Life and Disability Plans he/she must notify the General Manager in writing of his or her election not to participate. Unless a Director chooses not to participate in the District's Life and Disability Plans, the District shall pay 100% of the premium for such Life and Disability Plans for the Director, his/her spouse and his/her dependent children.
- 19.7 Deferred Compensation.** A Deferred Compensation Plan is available to Directors that elect to participate . The District offers two service providers to select from. Director contributions are strictly voluntary with no District match.
- 19.8 Flexible Spending Account.** A Flexible Spending Account is available to Directors that wish to contribute to a medical reimbursement account and/or dependent care reimbursement account to pay for unreimbursed medical and/or dependent care expenses with pre-tax dollars. This is strictly voluntary with no District match.

## 20. CODE OF ETHICS

- 20.1 Ethics Training.** Pursuant to Government Code Sections 53234, et al, of the State of California each Director shall attend at least two (2) hours of ethics training every two (2) years at the expense of the District. Such ethics training must be approved or authorized by the California Attorney General's Office and the Fair Political Practices Commission. Written proof of such ethics training must be filed by each Director with the District and the District shall retain records of such ethics training for at least five (5) years after the Director receives such training. Any newly elected Director shall receive their initial training required by subdivision (a) of Section 53235 within 30 days of taking office.
- 20.2 Ethics Policy.** Each January, following a regular election cycle, the Board of Directors will approve an Ethics Policy presented by the Human Resources Department. The policy will support the issues covered by the ethics training required in Section 206, as well as any other issues specific to the District.
- 20.3 Other Training.** Each January following an election year, Directors are required to attend Sexual Harassment Training approved and/or administered by the Human

Resources Department. Any newly elected Director shall receive their initial training required by AB 1661, Chapter 816 within the first six month of taking office.

In addition, all Directors shall receive training within 30 days of taking office and every two years thereafter on public meeting laws called The Ralph M. Brown Act, more commonly known as the “Brown Act.”. This is California’s “sunshine” law for local government and is found in California Government Code Section 54950. Written proof of Brown Act training must be filed by each Director with the District and the District shall retain records of training for at least five (5) years after the Director receives such training.

#### **20.4 Prevention Of Sexual Harassment**

The District is committed to creating and maintaining a work environment free of objectionable and disrespectful conduct and/or communication of a sexual nature and prohibits sexual harassment by all employees and the Board of Directors.

Conduct which creates an intimidating, hostile or offensive work environment will not be tolerated. Verbal behavior, physical behavior, gestures and other non-verbal behavior which create said environment will not be tolerated.

To meet the requirements established by AB 1825, 2053 & 1661, each local official (Board Member) shall receive at least two hours of prevention of sexual harassment training and education within the first six months of taking office and every two years thereafter.

#### **20.5 Sexual Harassment Prevention Training**

AB 1661 requires elected or appointed officials who are compensated for their service or reimbursed for their expenses to receive at least two hours of sexual harassment prevention training and education within the first six months of taking office or commencing employment, and every two years thereafter.

The training must include information and practical guidance regarding the federal and state statutory provisions concerning the prohibition against, and the prevention and correction of, sexual harassment and the remedies available to victims of sexual harassment in employment.

#### **20.6 Workplace Violence Prevention Training**

SB 553 requires employers to take steps to prevent and respond to workplace violence. SB 553 requires employers to adopt a comprehensive workplace prevention plan, assess and resolve workplace violence hazards, train all employees, and implement investigation and recordkeeping process.

#### **20.7 Non-Discrimination**

The District shall not unlawfully discriminate against qualified employees or job applicants on the basis of sex, race, color, religion, national origin, ancestry, marital status, sexual

orientation, physical or mental disability, age or war veteran status. Equal opportunity shall be provided to all qualified employees and applicants in every aspect of personnel policy and practice. The District shall not discriminate against physically or mentally disabled persons who, with reasonable accommodation, can perform the essential function of the job in question. All employees are expected to carry out their responsibilities in a manner that is free from discriminatory statements or conduct.

## **20.8 Whistle Blower Protection**

The General Manager's primary responsibility is to ensure District employees are in compliance with the District's Personnel Manual and do not engage in improper activities, as well as to investigate allegations of improper activities and take appropriate corrective and disciplinary action. The Board has a duty to ensure that the General Manager is operating the District in accordance with the law and policies approved by the Board. Board members will disclose to the General Manager any improper activities within their knowledge and will not interfere with the General Manager's responsibilities in identifying, investigating and correcting improper activities unless the Board determines that the General manager is not properly carrying out these responsibilities. (California Water Code Sections 30575, 30580 and 30581).

- a. A Board member will not directly or indirectly use or attempt to use the authority or influence of his or her position for the purpose of intimidating, threatening, coercing, commanding or influencing any other person for the purpose of preventing such person from acting in good faith to report or otherwise bring to the attention of the General Manager or the Board any information that, if true, would constitute: a work-related violation by a Board member or District employee of any law or regulation, gross waste of District funds, gross abuse of authority, a specified and substantial danger to public health or safety due to an act or omission of a District official or employee, use of a District office or position or of District resources for personal gain, or a conflict of interest of a District Board member or designated employee.
- b. Board members will not use or threaten to use any official authority or influence to effect any action as a reprisal against a District Board member or District employee who reports or otherwise brings to the attention of the General Manager any information regarding the subjects described in this section. (California Labor Code Section 1102.5 and following; California Government code Sections 53298 and 53298.5).
- c. Any person who believes that he or she has been subjected to any action prohibited by this Section is encouraged to file a confidential complaint with (1) General Manager, or (2) a member of the Board if the complaint involves the conduct of the General Manager. The person receiving the report will refer the matter to the full Board to investigate. Upon the conclusion of the investigation, the scope of which will be governed by the individual circumstances of each complaint, the General Manager (or the

Board in the case of a complaint against the General Manager) will take appropriate action consistent with the District's Personnel Manual and applicable law.

## **20.9 Reasonable Accommodation-Americans With Disabilities Act**

Pursuant to the Americans with Disabilities Act, employers have a duty to reasonably accommodate employees and job applicants with known disabilities. This accommodation is not required for individuals who are not otherwise qualified for the job nor is accommodation generally required until the person with the disability requests it. The following optional regulation includes procedures recommended by the Equal Employment Opportunity Commission for use when determining what accommodation to make.

Requests for reasonable accommodation should be directed to Human Resources.

## **21. ENFORCEMENT**

Any actual or perceived violation of District policies, including the Code of Conduct, by a Board member should be referred to the President of the Board or the full Board of Directors for investigation, and consideration of any appropriate action warranted. Any action or perceived violation of District policies, by the President shall be referred to the full Board of Directors. A violation of this policy may be addressed by the use of such remedies as are available by law to the District, including but not limited to:

- a. Reassignment of committee positions;
- b. Adoption of a resolution expressing disapproval of the conduct of the Board member who has violated this policy (i.e., censure);
- c. Injunctive relief;
- d. Referral of the violation to the District Attorney.

## **22. STATEMENT OF POLICY SUPREMACY**

The Board of Directors Policy and Procedures Manual shall be amended by a vote of board only and not by any other policy adoption. In areas of dispute between The Board of Directors Policy and Procedures Manual and other policies or action, this manual and the policies contained herein shall take precedence over other policies. The District shall make every effort to revise any conflicting policies to align with this document.



## Board Member Training or Seminar Attendance Request

*As per approved Board Policy & Procedure 18.2 b (vii) - If a Director wishes to attend an Outside Meeting or Conference not listed on Schedule "A", "B", "C", "D"; the Director must receive prior approval from the full Board. The Director shall provide details of the meeting including the dates, agenda, estimated costs, and how attendance will benefit the District to the General Manager who will place the request on the next regular meeting agenda as a business item for consideration.*

Board Member Name:	Date requested:
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### Training or Seminar Information

Program Title:	
Program description and benefit to district <b>(must also attach Training Information to this form)</b> :	
Location:	Out of State: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
From Date:	To Date:

### Estimated Costs

Registration:	0	Flyer/itinerary attached: <input type="checkbox"/> Yes <input type="checkbox"/> No
Transportation:	0	
Lodging:	0	
Meals:	0	
Other:	0	
Total:	0	
		Website:
		Method of Travel:
		Vehicle travel > 60 miles one way: <input type="checkbox"/> Yes <input type="checkbox"/> No

Reviewed by CFO:		Date:
GL Account:		
Budgeted Funds Available:	<input type="checkbox"/> Yes <input type="checkbox"/> No	

### Board Review and Approval(s)

Approval Level	Approved?	Date
Division 1	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Division 2	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Division 3	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Division 4	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Division 5	<input type="checkbox"/> Yes <input type="checkbox"/> No	

# Policy and Procedure Manual Update History

